



500 Consumers Road
North York, Ontario
M2J 1P8
PO Box 650
Scarborough ON M1K 5E3

Shari Lynn Spratt
Supervisor Regulatory Proceedings
Telephone: (416) 495-5499
Fax: (416) 495-6072
Email: EGDRRegulatoryProceedings@enbridge.com

November 8, 2010

VIA RESS, E-MAIL & COURIER

Ms. Kristen Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street
27th Floor
Toronto, Ontario
M4P 1E4

Dear Ms. Walli:

Re: Ontario Energy Board File No. EB-2010-0232
Enbridge Gas Distribution Inc. Application for Exemption from
the Affiliate Relationships Code for Gas Distributors

Enclosed please find an application from Enbridge Gas Distribution Inc. for exemptions from section 2.2.4 of the Affiliate Relationships Code for Gas Distributors to enable Enbridge to continue its existing operational relationship with Gazifere and to extend the provision of certain operational services to other Enbridge wind farms.

Please contact the undersigned if you have any questions.

Yours truly,

A handwritten signature in blue ink, appearing to read 'LSpratt'.

Shari Lynn Spratt
Supervisor Regulatory Proceedings

cc: Tania Persad, Senior Legal Counsel

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act*,
1998, S.O. 1998, c. 15, Sched. B, as amended.

AND IN THE MATTER OF an application by Enbridge
Gas Distribution Inc., for exemptions from section 2.2.4 of
the *Affiliate Relationships Code for Gas Utilities* (the
“Code”).

APPLICATION

1. Enbridge Gas Distribution Inc. ("EGD") is filing this application pursuant to section 1.6 of the Code to supplement EGD's requests in the EB-2008-0275 proceeding for exemptions to enable EGD to continue its existing operational relationship with its affiliate, Gazifère Inc. ("Gazifère"), and to extend the provision of certain operational services to other Enbridge wind farms.

Operational Services Shared with Gazifère

2. In EB-2008-0275, we explained that Gazifère carries on the business of a gas distribution utility in the Outaouais region of Quebec and serves approximately 36,000 customers in and around the City of Gatineau. Gazifère's rates are regulated by the Régie de l'énergie.
3. Gazifère's distribution system is connected to EGD's distribution system via a federally regulated pipeline system owned by Niagara Gas Transmission Limited that crosses the Ottawa River. Niagara Gas is affiliated with EGD and Gazifère. If not for the location of the Quebec border, Gazifère's distribution system would be part of the EGD distribution system. Accordingly, EGD and Gazifère have shared operational and other services since the inception of Gazifère in 1959, including the same operating policies and procedures. Further, the two companies employ the same service and construction contractors. This sharing leads to operational and economic efficiencies that benefit the ratepayers and the shareholders of both companies.
4. In addition to the temporary exemption for sharing certain information services with Gazifère, the EB-2008-0275 application requested a permanent exemption for the purposes of sharing EGD customer information with a limited number of Gazifère operational personnel that provide emergency on-call services (the "Emergency Services") to EGD. The Board granted the temporary exemption, but did not address the permanent exemption request in its December 22, 2008 decision. EGD sent the letter attached as Appendix "I" to the Board on

January 26, 2009, and did not receive a formal response except to acknowledge that the letter had been received.

5. Upon the advice of Board staff, we are re-filing this application to provide further information with respect to the requested exemption, and to address any concerns that interested parties may have. EGD is otherwise “on track” to meet the July 31, 2011 sunset date for removing general Gazifère access to EGD information systems containing customer information. The information provided in this application assumes full separation of the EGD and Gazifère customer information systems.
6. For the permanent exemption, EGD proposes to provide individual EGD login IDs to certain Gazifère personnel for the information systems that pertain to the provision of the Emergency Services. Currently, there are six Gazifère personnel that provide these services, but the number may fluctuate depending upon operational needs. These Gazifère personnel participate in the following on-call rotations comprising:
 - (a) Operations Supervisors, or equivalent, who are each on-call for 1 week out of every 6 weeks;
 - (b) Performance Standards Inspectors, or equivalent, who are each on-call for 1 out of every 7 weeks, and provide technical support to the locate contractor as required; and
 - (c) Operations Managers (Incident Coordinators) who are each on-call 1 week out of every 7 weeks.
7. The types of emergencies to which on-call personnel may be required to respond include gas main/service breaks or damage, regulator station malfunction, fire, explosion, detection of strong gas fumes or odour, poor gas pressure, or no gas at a critical facility. A bulleted description of the typical flow of information between EGD and Gazifère personnel for these emergency services, and a list of the information systems used, is set out in Appendix “II” attached hereto.
8. EGD personnel provide like emergency on-call services to Gazifère. Because it is a “like for like” services exchange between the utilities, there is no exchange of funds between the two utilities for the services. EGD is proposing that this arrangement be noted in the existing Intercompany Services Agreement between EGD and Gazifère in the manner outlined in the attached Appendix “III”.
9. As noted in EB-2008-0275, Gazifère is a distribution utility that does not offer any competitive energy services in Ontario. Therefore, Gazifère employees can gain no foreseeable competitive advantage from accessing certain EGD customer information for the purpose of providing emergency on-call services to EGD. More importantly, there are compelling practical reasons for the utilities wishing to continue this sharing arrangement, namely:

- (a) ***Linked Distribution Networks*** – The pipeline systems for EGD and Gazifère are linked to each other, and are “balanced” as part of the same operating systems to operate together. For this reason, there is a need to ensure a certain degree of cross-training for employees, and to share planning information because decisions taken can have impacts beyond the location of the emergency;
 - (b) ***Cost-effectiveness*** – Given the geographic size of Eastern Region, and its remoteness to the rest of EGD’s franchise territories, a reasonable number of experienced personnel are required to provide after-hours coverage. Gazifère is able to provide these personnel to support EGD’s needs, and EGD is able to maintain operational control over those activities. Further, some EGD employees live in Quebec, and some Gazifère employees live in Ottawa Region, allowing for a quick response time.
 - (c) ***Public Safety*** – In the event of a major incident, Gazifère is able to assist EGD with emergency response, as EGD Toronto resources would take in excess of 4 hours to arrive on site. Cross-training Gazifère employees on EGD plant enables this back-up arrangement. Further, Gazifère employees could very effectively support EGD in the event of a major labour disruption.
 - (d) ***Reciprocal Business Resumption Sites*** – EGD Eastern Region and Gazifère, because of their proximity, are set up as business resumption sites for each other.
10. EGD therefore respectfully requests that the Board grant it a permanent exemption from section 2.2.4 of the Code, and any other applicable Code provisions, to permit the sharing of operational employees between EGD and Gazifère as described herein. The EGD witnesses that will speak to these matters, if required, are Operations General Manager, Mr. William Akkermans, and Manager, Operational Solutions, Mr. Michael Brophy.

Extended Provision of Services to Enbridge Wind Farms

- 11. In EB-2008-0275, EGD requested, and the Board granted, an exemption from section 2.2.4 of the Code in order to provide communication and control services (the “Control Services”) to the Kincardine wind farm for what was then Enbridge Ontario Wind Power LP, now Enbridge Renewable Energy Infrastructure Canada Inc.. Enbridge Inc. (“Enbridge”) has now acquired two new wind farms – Talbot in Chatham, Ontario, and Greenwich near Thunder Bay, each with a fully operational capacity of 99 MW. The Talbot wind farm will be commissioned later this year, and the Greenwich wind farm in 2011.
- 12. Like with the Kincardine wind farm, Enbridge’s operating procedures for Talbot and Greenwich must comply with the Independent Electricity System Operator (“IESO”) requirements, including the need to have operational control personnel

available 24/7 to respond to IESO communications within 5 minutes. Because it is not practical, reliable or economical to in-source the Control Services, EGD is requesting the Board to extend the existing exemption to enable EGD to provide the Control Services to the rest of Enbridge's wind farm operations. While EGD has an immediate requirement for an exemption specifically for the Talbot and Greenwich farms, EGD requests that the Board grant a more generic form of exemption to allow EGD to provide the Control Services for any affiliated wind farm operation.

13. The Control Services, more particularly described in the draft Intercompany Services Agreement ("Wind ISA") attached as Appendix "IV", consist of SCADA monitoring and data recording, IESO communications, and emergency shut off procedures. EGD is best suited to provide the Control Services in a cost-effective and reliable manner due to the staff's expertise on SCADA, success in providing the services for the Kindcardine wind farm, and 24 hour operating schedule of its control centre in Edmonton. As a reminder, the required SCADA system and telephone connections are standalone and completely separate from the gas control SCADA and information technology systems, and will not adversely affect gas control operations in any way.
14. EGD will charge Enbridge for the Control Services in compliance with the Code and consistent with EB-2008-0275, on a fully allocated cost basis. The Wind ISA sets out the proposed hourly rate and SCADA fee for EGD's services, which rate may be subject to change with input variables (e.g., number of SCADA points monitored). It is likely that the counterparty for each Wind ISA will be the Enbridge entity that is the general partner for the majority owner of the farm; for Greenwich for instance, this would be Greenwich Windfarm GP Inc.
15. EGD is advised by Enbridge that there is no other party that would be both willing and able to provide the Control Services. The minority partner and operator for Talbot and Greenwich determined that they did not have the capability to comply with IESO response times. In EB-2008-0275, we reported that most Canadian wind farms contract their control services to affiliated companies that already have 24 hour control facilities. In addition, the critical nature of these services and the consequences for non-performance render outsourcing arrangements with non-affiliates unworkable.
16. Additional justification for this exemption request, repeated from EB-2008-0275, is that there is no harm to the competitive energy markets that could result from EGD providing the Control Services because all of Enbridge's wind farms are "non-dispatchable", and cannot generate power on demand; the generating capacity is dependent on Mother Nature. In other words, Enbridge cannot submit offers for its generating capacity, and so cannot influence the Hourly Ontario Energy Price.
17. EGD respectfully requests that the Board grant it an exemption from section 2.2.4 of the Code to allow EGD to provide the Control Services to additional affiliated

wind farms, or specifically to the Talbot and Greenwich farms, as the Board sees fit. The Enbridge witness that will speak to these matters, if required, is Enbridge's Director, Energy Supply & Policy, Ms. Malini Giridhar.

18. Enbridge requests that all documents in relation to this application be served on Enbridge and its counsel as follows:

(a) Enbridge:

Mr. Norm Ryckman
Director, Regulatory Affairs
Enbridge Gas Distribution Inc.

Address for personal service: 500 Consumers Road
Willowdale, Ontario M2J 1P8

Mailing address: P.O. Box 650
Scarborough, Ontario
M1K 5E3

Telephone: (416) 495-5499 or 1-888-659-0685

Fax: (416) 495-6072

Electronic access: egdregulatoryproceedings@enbridge.com

(b) Enbridge's counsel:

Ms. Tania H. Persad
Senior Legal Counsel
Enbridge Gas Distribution Inc.

Address for personal service
and mailing (see above)

Telephone: (416) 495-5891

Fax: (416) 495-5994

Electronic access: tania.persad@enbridge.com

DATED November 8, 2010

Enbridge Gas Distribution Inc.

Per: 
Norm Ryckman
Director, Regulatory Affairs



500 Consumers Road
North York, Ontario M2J 1P8
PO Box 650
Scarborough ON M1K 5E3

Tania Persad
Senior Legal Counsel, Regulatory
phone: (416) 495-5891
fax: (416) 495-5994
Email: tania.persad@enbridge.com

January 26, 2009

VIA EMAIL and COURIER

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, Suite 2700
Toronto, ON
M4P 1E4

Dear Ms. Walli:

**Re: Enbridge Gas Distribution Inc. ("Enbridge")
EB-2008-0275 ARC Exemption**

We have just noted that the Board's decision in this proceeding did not address one small aspect of Enbridge's request for exemption – whether Enbridge may provide, on a continuing basis through dispatch operations, customer information to Gazifère on-call personnel for the provision of emergency response services after hours.

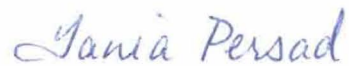
As noted in Enbridge's application, argument, and reply argument, Enbridge and Gazifère share emergency on-call services, rather than duplicating personnel, for operational efficiency. Even after the new CIS systems achieve full functionality, there will be a continuing need for Enbridge dispatch to provide customer information, such as name, location, and any incident details, to Gazifère on-call personnel for the provision of emergency response services. For greater clarification, Gazifère personnel will not have direct access to Enbridge customer information once the new CIS systems are in place, but will only be provided the required information by Enbridge dispatch as needed for emergency response.

We therefore reiterate our request that the Board extend Enbridge's exemption to provide for the continued limited sharing of customer information for on-call emergency response services, in accordance with the Board's power to amend its own orders and decisions under section 43 of the Board's *Rules of Practice and Procedure*.

2009-01-26
Ms. Kirsten Walli
Page 2

Concurrent with this filing, Enbridge is providing a copy of this letter to parties that intervened in this proceeding.

Yours truly,



Tania Persad
Senior Legal Counsel, Regulatory

cc: EB-2008-0275 Interested Parties (via email)

INFORMATION SYSTEMS AND ACCESS

Information systems accessed by on-call personnel:

- ✓ STORMS (Envision) – an operations resource management system used as a work request data repository providing detailed work history at service location(s)
- ✓ PMTS (Envision) – a pipeline maintenance tracking system used as an asset data repository providing gas main, premise service data, and listings of customers potentially affected by an emergency or outage
- ✓ DataPak – service ticket and field book information
- ✓ iViewer – service ticket and field book information
- ✓ GIS Web – main, service and valve information
- ✓ KIP drive (large document plotter) – information regarding newly installed gas mains not yet in PMTS

Typical sequence of events for on-call Operations Supervisor responding to emergency:

- EGD Dispatch receives emergency call and determines whether to escalate the matter to the on-call Operations Supervisor, depending on the severity of the emergency
- EGD Dispatch calls the Operations Supervisor and provides information known so far about the emergency situation
- If gas main, premise or service information is needed the Operations Supervisor may access any of the following systems: DataPak, PMTS, iViewer, GisWeb or the KIP network drive (drawings of mains).
- If work history information is needed, the Operations Supervisor would obtain further information from EGD Dispatch, or may access STORMS directly
- Depending upon the gravity of the emergency, the Operations Supervisor may escalate the matter to the Operations Manager on-call (*note: the affiliate's Operations Manager does not typically access the data applications*)
- The Operations Supervisor will then coordinate information with field staff on site and may call EGD Planning for further information or validation, if required.
- The Operations Supervisor may drive to the site and continue work there

Typical sequence of events for on-call Performance Standards Inspector responding to emergency:

- There is a water main break, and municipal workers attend the site
- Municipality will call "Ontario One Call" for locates of all utilities
- Promark (EGD's Locate contractor) will attend if there is a gas line in the vicinity
- Promark may call EGD Dispatch for backup
- EGD Dispatch will call the Performance Standards Inspector Emergency Locator (PSI)

- The PSI will call Promark in the field, and will retrieve the necessary data from one of: DataPak, iViewer, GIS web, PMTS or the KIP drive
- The PSI will give the information to Promark over the phone and, if necessary, drive out to the site

INTERCORPORATE SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of January 2011.

BETWEEN:

ENBRIDGE GAS DISTRIBUTION INC., a corporation continued under the laws of Ontario

(the "Services Provider")

- and -

GAZIFÈRE INC., a corporation incorporated under the laws of Québec

(the "Services Recipient")

WHEREAS the above-named parties wish to reduce to writing the agreement pursuant to which the Services Provider will provide services to the Services Recipient (this "Agreement");

AND WHEREAS the above named parties entered into a prior intercorporate services agreement dated as of the 1st day of January 2008 (the "Prior Agreement");

AND WHEREAS the parties wish to terminate the Prior Agreement and enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants hereinafter contained, the parties agree that:

Services

1. Services to be provided to the Services Recipient by the Services Provider shall be identified and defined in one or more schedules (the "Services Schedules") which upon execution by the Services Recipient and the Services Provider shall be incorporated into and form part of this Agreement.
2. The parties acknowledge that this Agreement shall be subject to any rule applicable to the Services Provider made by the Ontario Energy Board pursuant to the *Ontario Energy Board Act*, S.O. 1998, c. 15, Sched. B., s. 44, including without limitation, the *Affiliate Relationships Code for Gas Utilities* (the "Code"), as amended from time to time. The Services Recipient agrees to do such things as are necessary to assist the Services Provider to comply with the Code.

Specifically, without limiting the generality of the foregoing, the Services Recipient agrees to comply promptly with all requests either make or authorized by the Ontario Energy Board for information with respect to the services provided pursuant to this Agreement. This Agreement shall also be subject to any valid, applicable federal, provincial or other governmental regulatory body or authority having jurisdiction over a party or the subject matter of this Agreement.

3. The services shall be performed in a manner that is satisfactory to the Services Recipient. The employees of the Services Provider who are performing the services shall possess such skills and qualifications as are necessary or desirable for the performance of the services in accordance with the applicable professional standards and qualifications governing such employees. If the Services Recipient disputes the quality or level of services provided by the Services Provider hereunder, the parties will endeavour to resolve the dispute forthwith in accordance with the procedures set out in the applicable Services Schedule(s) or if no such procedures are set out in accordance with Section 12 below.

Pricing

4. The fees for services provided by the Services Provider shall be negotiated by the parties and set forth in the applicable Services Schedule. The Services Provider shall be entitled to adjust the fees as of January 1 in each year in accordance with the terms set out in the applicable Services Schedule.
5. The Services Recipient will be required to reimburse the Services Provider for reasonable out of pocket expenses incurred by the Services Provider that are directly related to the provision of services under any Services Schedule, including (but not limited to) the following:
 - travel charges such as mileage, parking, airfare, out-of-town accommodation and meal expenses;
 - overnight courier charges; and
 - court or government filing and administration fees.

The Services Provider shall maintain appropriate records to substantiate the provision of services to the Services Recipient and such records shall be made available for review by the Services Recipient upon request.

Payment Notices and Procedures

6. The following sets forth the procedure applicable to invoicing and payments related to services delivered hereunder:
 - a) The Services Provider will prepare and send Payment Notices, by means of entries into the electronic inter-company financial systems, or a written invoice,

as may be agreed upon by the parties (in each case a "Payment Notice"), in accordance with the applicable Services Schedule. Payments shall be due within thirty (30) days of receipt of a Payment Notice or within such other time period as may be agreed upon by the parties from time to time.

- b) Immediately upon request, the Services Provider shall provide the Services Recipient with any supporting information for a Payment Notice reasonably requested within thirty (30) days from the date of a Payment Notice. If the Services Recipient disputes the amount of a Payment Notice within thirty (30) days of receipt of a Payment Notice, the parties shall endeavour to resolve the dispute forthwith, failing which the procedures set out in Section 12 shall be invoked. If no issue is raised relating to a Payment Notice within thirty (30) days from the date of receipt of such Payment Notice, the Payment Notice shall be deemed accepted.
- c) Any amount to be remitted by the Services Recipient to the Services Provider and not remitted on or before the date on which it is due shall thereafter bear interest at an annual rate equal to the prime rate of interest of the Toronto Dominion Bank (or its successor) (Toronto, Main Branch) on the due date plus one percent (1%) per annum, compounded monthly.
- d) Payment Notices delivered pursuant to this section may include amounts related to the expenditures incurred by the Services Provider to obtain goods or services from third parties for the benefit of the Services Recipient.
- e) In the event that the Canada Revenue Agency or any other competent authority at any time proposes to issue or does issue any assessment or assessments that impose or would impose any liability for tax of any nature or kind whatsoever on the Services Provider or the Services Recipient on the basis that the fair market value of the services is different than the amount charged by the Services Provider for the corresponding services (the "Services Charge"), and in the event that the parties hereto agree that the fair market value of the services is different than the Services Charge, then upon such agreement the Services Charge that the Services Recipient is obligated to pay for the said services shall be varied by increasing or decreasing the amount of the Services Charge as the Services Recipient and the Services Provider may agree.
- f) All amounts payable under this Agreement are expressed, and shall be paid, in Canadian dollars unless otherwise stated in a Services Schedule.

Amendments

- 7. This Agreement and any related Schedule (including Services Schedules) may be amended from time to time upon the approval in writing of both parties. Version control and archival storage of all amendments shall be the responsibility of the Services Provider.

8. All amendments to this Agreement will be effected in accordance with the service adjustment procedures described in Section 10 below.

Term, Termination and Renewal

9. The following provisions apply to term, termination, and renewal under this Agreement:
 - a) This Agreement shall be effective January 1, 2011 and for each service shall continue until the expiry date set forth in the applicable Services Schedule, provided that in no event shall this Agreement extend beyond December 31, 2015.
 - b) The Services Provider must advise the Services Recipient signatory on the Services Schedule (or his or her successor) in writing of the expiry date of any Services Schedule not less than sixty (60) and not more than ninety (90) days prior to such expiry date.
 - c) The Services Recipient shall notify the Services Provider in writing of its intention to renew or not to renew a service thirty (30) days prior to the end of the term of any Services Schedule. In the absence of such notice, the Services Schedule will automatically be renewed for an additional twelve (12) month period under the existing terms and conditions set forth in such Services Schedule, subject to any service fees adjustments set forth in such Services Schedule.
 - d) Either party shall have the right to terminate this Agreement immediately in the event that either party ceases to be a direct or indirect wholly owned subsidiary of Enbridge Inc., and in any event, upon giving one hundred twenty (120) days written notice to the other party.
 - e) The provisions of Sections 12, 13, 14, 15, and 17 shall survive the termination of this Agreement.

Service Adjustments

10. The following provisions apply to service adjustments and amendments under this Agreement:
 - a) During the term of this Agreement, the parties may identify the need to modify elements of individual Services Schedules, add new services or discontinue existing services. Either the Services Provider or Services Recipient may initiate a request for change. All requested changes must be identified in writing with an appropriate notice period within which the party receiving such notice may respond, such period not to be less than thirty (30) days unless otherwise agreed to by both parties.
 - b) Either party may propose changes to an existing Services Schedule at any time during the term of such Schedule. No amendment shall be effective unless both

parties agree to the requested modifications and the effective date for implementation. The procedures set forth in subsection 12.b) below shall be followed if agreement regarding a change to the Services Schedule or fees cannot be reached by the parties within a reasonable time.

- c) If either party expresses a desire to discontinue a service described in an executed Services Schedule, the parties shall endeavour in good faith to determine an appropriate wind-down period and a reasonable allocation of the costs of decommissioning, if any.

Performance Reviews

- 11. Upon thirty (30) days prior written request, either party may initiate a performance review, the terms and conditions of which shall be negotiated between the parties. Such a review may not be initiated more than once per calendar year by each party. All services will be reviewed with reference to the performance standards set out in the Agreement and applicable Services Schedules.

Dispute Resolution

- 12. In the event that an issue related to the performance of a service described in a Services Schedule, the fees payable under a Services Schedule, or the interpretation of the Agreement cannot be resolved by the Services Provider and Services Recipient, the Services Provider or Services Recipient may refer the matter (the "Dispute") for resolution using the procedures described in this Section 12:
 - a) The Services Recipient's designated representative and the Services Provider's designated representative must meet within seven (7) business days after either the Services Provider or Services Recipient notifies the other in writing of an unresolved issue. The purpose of the meeting will be to develop an action plan that can be presented to the Services Provider and Services Recipient within seventeen (17) business days after the delivery of the notice described in the preceding sentence. A copy of the action plan for resolution shall be sent to the President of the Services Provider and the President of Services Recipient. If the action plan fails to bring a resolution to the conflict within twenty-one (21) business days after the delivery of the original notice described above, the issue shall be escalated further.
 - b) On the twenty-second (22nd) business day after the delivery of the original notice described above, the issue shall be escalated to the Presidents of the Services Provider and Services Recipient if no resolution has been reached by such time.
 - c) If the problem cannot be resolved by the Presidents of the Services Provider and Services Recipient within seven (7) business days after the time it was referred to them, then it shall be escalated further as described below.

- d) In the event none of the processes described above result in a resolution of the Dispute, it is the joint responsibility of the Presidents of each party to escalate the issue and its corresponding documentation to senior management of Enbridge Inc. for final deliberation and resolution, subject to the arbitration provisions below.
- e) Any costs associated with the resolution by Enbridge Inc. will be shared equally by the Services Provider and Services Recipient.
- f) In the event that the processes described in (e) above do not result in a resolution of the Dispute acceptable to all parties to the Dispute within ninety (90) days after the date on which the Dispute first became known to the parties, the Dispute may be submitted by either party to arbitration pursuant to Exhibit A. Subject to this Section 12.f) and Exhibit A, the Dispute will not be made the subject matter of any action in any court by any party. After completion of the arbitration, an action may be initiated by the parties only for the purpose of enforcing the decision of the arbitrator and recovery of the costs incidental to the action. The decision of the arbitrator will be conclusively deemed to determine the interpretation of this Agreement and the rights and liabilities of the parties in respect of the matter arbitrated.
- g) Pending the resolution of any Dispute, all Payment Notices for services specifically related to the Dispute will be held by the Services Provider. If the resolution is in the favour of the Services Provider, then the Services Provider may apply any late charges associated with the payment of services that were postponed due to the invocation of the dispute resolution process.

Indemnification

- 13. Each of the parties hereto (the "Indemnifier") shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any loss, damage, claim, liability, debt, obligation or expense (including reasonable legal fees and disbursements) incurred or suffered by the Indemnified Party caused by the Indemnifier and relating in any way to this Agreement or the provision of the services, including any loss, damage, claim, liability, debt, obligation or expense resulting from or arising from or in connection with a negligent act or negligent omission of the Indemnifier.

Confidential Information and Personal Information

- 14. Each of the parties hereto agrees to keep all information provided by the other party (the "disclosing party") to it (the "receiving party") that the disclosing party designates as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure ("Confidential Information") confidential, and a receiving party shall not, without the prior consent of an authorized senior officer of the disclosing party, disclose any part of such Confidential Information which is not available in the public domain from public or published information or sources except:

- a) to those of its employees who require access to the Confidential Information in connection with performance of services hereunder;
- b) as in the receiving party's judgement may be appropriate to be disclosed in connection with the provision by the receiving party of services hereunder;
- c) as the receiving party may be required to disclose in connection with the preparation by the receiving party or any of its direct or indirect holding companies, affiliates or subsidiaries of reporting documents including, but not limited to, annual financial statements, annual reports and any filings or disclosure required by statute, regulation or order of a regulatory authority; and
- d) to such legal and accounting advisors, valuers and other experts as in the receiving party's judgement may be appropriate or necessary in order to permit the receiving party to rely on the services of such persons in carrying out the receiving party's duties under this Agreement.

The covenants and agreements of the parties relating to Confidential Information shall not apply to any information:

- i) which is lawfully in the receiving party's possession or the possession of its professional advisors or its personnel, as the case may be, at the time of disclosure and which was not acquired directly or indirectly from the disclosing party;
 - ii) which is at the time of disclosure in, or after disclosure falls into, the public domain through no fault of the receiving party or its personnel;
 - iii) which, subsequent to disclosure by the disclosing party, is received by the receiving party from a third party who, insofar as is known to the receiving party, is lawfully in possession of such information and not in breach of any contractual, legal or fiduciary obligation to the disclosing party and who has not required the receiving party to refrain from disclosing such information to others; or
 - iv) disclosure of which the receiving party reasonably deems necessary to comply with any legal or regulatory obligation which the receiving party believes in good faith it has.
15. If in the course of performing services, the receiving party obtains or accesses personal information about an individual, including without limitation, a customer, potential customer or employee or contractor of the disclosing party ("Personal Information") the receiving party agrees to treat such Personal Information in compliance with all applicable federal or provincial privacy or protection of personal information laws and to use such Personal Information only for purposes of providing the services. Furthermore, the receiving party acknowledges and agrees that it will:

- a) not otherwise copy, retain, use, modify, manipulate, disclose or make available any Personal Information, except as permitted by applicable law;
 - b) establish or maintain in place appropriate policies and procedures to protect Personal Information from unauthorized collection, use or disclosure; and
 - c) implement such policies and procedures thoroughly and effectively.
16. The Services Recipient shall be entitled periodically to conduct reviews of the procedures implemented by the Services Provider in relation to the obligations described in Sections 14 and 15. The conduct of any such reviews relating to Confidential Information shall be guided by the recommendations expressed in the Canadian Institute of Chartered Accountants' Handbook.
17. Upon the termination of the provision of the services pursuant to any Services Schedules each party shall immediately return to the other party all Confidential Information and Personal Information provided by the disclosing party to the receiving party, and all copies thereof in its possession or control (other than such Confidential Information or Personal Information which continues to be used or relevant to the provision of services pursuant to any other Services Schedule), or destroy such information and copies and certify to the disclosing party that such destruction has been carried out.

Force Majeure

18. If either party is rendered unable by force majeure to carry out its obligations under the Agreement, other than a party's obligation to make payments to the other party, that party shall give the other party prompt written notice of the event giving rise to force majeure with reasonably full particulars concerning it. Thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than the continuance of, the force majeure. The affected party shall use all reasonable diligence to remove or remedy the force majeure situation as quickly as practicable.

General

19. The Services Recipient shall be responsible for and shall pay all applicable federal, provincial, municipal goods and services taxes arising from the provision of services hereunder, including provincial sales tax if applicable.
20. A party shall, from time to time, and at all times, do such further acts and execute and deliver all such further deeds and documents as shall be reasonably requested by the other party in order to fully perform and carry out the terms of this Agreement.

21. Any notice, request, demand, direction or other communication required or permitted to be given or made under this Agreement to a party shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery to the party to whom it is addressed at its address noted below or at such other address of which notice may have been given by such party in accordance with the provisions of this Section.

Services Provider: Enbridge Gas Distribution Inc.

Address: 500 Consumers Road, North York, ON M2J 1P8
Attention: Vice President, Law & Deputy General Counsel

Facsimile: (416) 495-5994

Services Recipient: Gazifère Inc.

Address: 706 boul., Greber Gatineau
Quebec J8V 3P8

Facsimile: (819) 771-6079

Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if a notice is delivered or transmitted after 5:00 p.m. local time or such day is not a business day, then such notice shall be deemed to have been given and received on the next business day.

22. This Agreement may be executed in counterparts, no one of which needs to be executed by both of the parties. Each counterpart, including a facsimile transmission of this Agreement, shall be deemed to be an original and shall have the same force and effect as an original. All counterparts together shall constitute one and the same instrument.
23. This Agreement will enure to the benefit of and be binding upon the parties thereto and their respective successors. This Agreement may not be assigned by either of the parties thereto without the prior written consent of the other. For the purposes of this agreement "assignment" shall mean and include any transaction, event or circumstance which results in either the Services Provider or the Services Recipient ceasing to be a direct or indirect wholly owned subsidiary of Enbridge Inc.
24. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder", and similar expressions refer to this Agreement and not to

any particular Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

25. Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
26. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the laws of Canada where applicable. In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.
27. This Agreement may not be modified or amended except by an instrument in writing signed by both of the parties to an Agreement or by their respective successors.
28. This Agreement constitutes the whole and entire agreement between the parties respecting the subject matter of the Agreement and supersedes any prior agreement, undertaking, declarations, commitments, representations, verbal or oral, in respect thereof. Without limiting the generality of the foregoing, the Prior Agreement between the parties is hereby terminated and no longer of any force or effect.
29. In the event that any provision contained in this Agreement conflicts with a provision contained in a schedule hereto, this Agreement shall prevail to the extent of any such inconsistency.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement by the undersigned duly authorized representatives as of the date first stated above.

ENBRIDGE GAS DISTRIBUTION INC.

Per: _____

Per: _____

GAZIFÈRE INC.

Per: _____

Per: _____

EXHIBIT A

ARBITRATION PROCEDURES

1. The place of the arbitration will be Toronto, Ontario, or such other location as the parties may agree.
2. The parties will agree on the appointment of an arbitrator.
3. If the parties are unable to agree upon an arbitrator, any of the parties may apply to the Ontario Superior Court for the appointment of an arbitrator.
4. The agreed or appointed arbitrator (in either case, the "Arbitrator") will, in its absolute discretion, establish reasonable rules to govern all aspects of the arbitration and to ensure that the arbitration is conducted expeditiously.
5. The parties, if in agreement, may request that the Arbitrator decide between final and complete proposals submitted by each of the parties.
6. The decision or award of the Arbitrator with respect to the dispute must be rendered in writing, and must contain a brief recital of the facts and principles upon which the decision was made and the reasons therefor.
7. The decision or award of the Arbitrator made pursuant to this Exhibit A is final and binding upon each of the parties and there is no appeal therefrom. Thereafter, any action may only be for the purpose of enforcing the decision or award and the recovery of costs incidental to the action.
8. The decision or award of the Arbitrator will be conclusively deemed to determine the interpretation of this Agreement and the rights and liabilities as between the parties in respect of the matter in dispute.
9. Except as may be otherwise agreed by the parties, or as may be ordered by the Arbitrator, the Arbitrator will be entitled to its or their usual charges for services rendered to be paid equally by the parties.
10. Subject to this paragraph 10, no dispute that is or may be the subject of a submission to arbitration in accordance with this Exhibit A will give rise to a cause of action between or will be made the subject matter of an action in any court of law or equity by either of the parties unless and until the dispute has been submitted to arbitration and finally determined in the accordance with this Exhibit A and any action commenced thereafter with respect to the dispute may only be for judgment in accordance with the decision of the Arbitrator and the costs incidental to the action. In any action of this sort, the decision of the Arbitrator will be conclusively deemed to determine the rights and liabilities between the parties in respect of the dispute.

11. Notwithstanding the foregoing, if the actions or inactions of a party are, in the view of the other party, acting reasonably, producing or likely to produce irreparable harm that cannot be adequately compensated for by damages or that will result in damages that are difficult to estimate, the aggrieved party may apply to a court for injunctive or mandatory injunctive relief to remedy the situation pending the conduct of arbitration. The court before which the proceeding is brought may, if it determines the arbitration would not, in the circumstances, be beneficial to a continuing relationship between the parties, grant the aggrieved party the right to proceed with an action notwithstanding the otherwise general application of arbitration as the chosen mode of dispute resolution.
12. The parties desire that any dispute that is to be determined in accordance with the dispute resolution provisions should be conducted in strict confidence and that there will be no disclosure to any person of the fact of the dispute or any aspect of the dispute except as necessary for the resolution of the dispute. Any hearing will be attended only by those persons whose presence, in the opinion of the Arbitrator, is reasonably necessary for the determination of the dispute. All matters relating to, all evidence presented to, all submissions made in the course of, and all documents produced in accordance with the dispute resolution procedure or an order of the Arbitrator or created in the course of or for the purposes of the arbitration, including any award or interim award by the Arbitrator, will be kept confidential and will not be disclosed to any person without the prior written consent of all parties to the arbitration except as required to enforce the award or as required by law or as permitted by an order of the Arbitrator made pursuant to a motion or application on notice to all parties to the arbitration.

SERVICES SCHEDULE TO THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2011, BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND GAZIFÈRE INC. (the "Agreement")

1.0 PREFACE

This Schedule is intended to identify **Engineering and Operations Services** to be provided to Gazifère Inc (the "Services Recipient"), by Enbridge Gas Distribution Inc. (the "Services Provider"). This Schedule terminates and replaces any prior schedule for Engineering and Operations Services entered into by the parties.

The services defined in this Schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2011. The term of this Schedule may be renewed in accordance with Section 9 of the Agreement. Notwithstanding the provisions of Section 23 of the Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Services Recipient.

2.0 DEFINITION OF SERVICES

The Services Provider agrees to provide the Services Recipient with the following Engineering and Operations services on an as requested basis:

1. Policy and Procedure development pertaining to Engineering Design, Planning, Construction, Pressure Regulation, Operations and Maintenance, Service, Quality Acceptance and Safety; Technical Training Management and Module Development; OQ/CAP Program Management;
2. Provision of specialized Engineering Services including Incident Investigation and follow up;
3. Laboratory Services;
4. Project Management, System and Facility Design, Drafting and Records Services;
5. Training module development pertaining to Engineering Design, Planning, Construction, Pressure Regulation, Operations and Maintenance, Service, Quality Acceptance and Safety;
6. Service, Construction, Operations and Maintenance Training;
7. General Engineering, Design, Cost Estimating and Operations consulting;
8. New Product Approvals;
9. Inspection Services;
10. Operations Services, including training, leak survey, corrosion survey, welding, measurement and regulation, tapping, stopping and construction and maintenance support.
11. Chart Processing - The processing of charts removed from volume pressure temperature chart recorders and PFM card processing for all Gazifere high pressure accounts. The corrected calculated volumes will be forwarded to ABSU for the purpose of producing the customer bill.
12. AMR Processing - The processing of all electronic volume data transferred a minimum of once per day for each customer connected to the Services Provider electronic data gathering system (Metretek). The volume data will be reviewed for reasonability and then passed on to ABSU for the purpose of producing the customer bill.
13. Meter History - The management of all active meter records as required by federal legislation contained in "The Electricity and Gas Inspection Act". This would include the management of functions such as the sample and government inspection (GI) programs.

14. Meter Repair/Accreditation/Purchasing - Meter supply services, which would include the purchasing and sealing of all meters required by the Service recipient.
15. Right-of-Way services for land acquisition and disposal.
16. Monthly and Ad-hoc data extracts and reports.

In addition to the above, Gazifere and EGD will provide to each other emergency on-call services through an equal sharing of qualified Operations personnel for supervisor and performance standards inspections rotations. Neither party shall charge the other party for these services, provided that the shared personnel from each of the parties are providing the services for a substantially equivalent amount of time, as reasonably determined by the parties. If either party determines that its personnel are performing a larger proportion of the services than the other party, they may issue a charge to the other party for that additional proportion of work being performed. Such charge shall be consistent with the rates set out in the attached Schedule of Prices.

3.0 SERVICE LEVELS

The Services Provider will:

- Deliver all services within agreed timeframes and provide the quality and completeness specified by the Service Recipient

The Services Recipient will:

- Be responsible for designating the nature of the services to be performed by the Services Provider and verifying that the results achieved by the Services Provider are satisfactory.
- Provide direction and communicate desired timeframes and budgets.
- Communicate, in a timely manner, changes to scope and timing.

4.0 Performance measures

The Service Provider will meet all agreed timeframes and meet deliverable quality set forth by the Services Recipient.

5.0 Problem resolution procedures

Any concerns with respect to the performance of all Services should be brought to the attention of the Services Provider's Vice President Engineering if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures identified in the Agreement will be followed.

6.0 Pricing and conditions

Except for emergency on-call services, the Services described in this schedule shall be charged as services are rendered at the rates identified in the attached Schedule of Prices. This rate shall be increased by two point one percent (2.1%) in 2012 and two point four percent (2.4%) in 2013 annually on the anniversary date of this Schedule. The Services Provider reserves the right to revise the 2011 estimate set out in the attached Schedule of Prices in the event that the services rendered are significantly more or less than the estimated amount. Payment for services rendered are due in accordance with the schedule set out in the Agreement.

Dated this day of

Enbridge Gas Distribution Inc.

Per:_____

Per:_____

Gazifère Inc.

Per:_____

Per:_____

Engineering Department
Schedule of Prices
Calendar Year 2011

Affiliate: Gazifere Inc.

<u>ITEM</u>	<u>MECHANISM</u>	<u>RATE</u>
1. Technical Engineering Policies and Procedures Technical Training Services	Customer Ratio System Customer Ratio System	\$45,631 Annually \$40,561 Annually
2. Environmental Assessment Program	Direct Billing from Timesheets	See Below
3. EMS Support Program	Direct Billing from Timesheets	See Below
4. Other Engineering Services	Direct Billing from Timesheets	See Below
5. Laboratory Services	Direct Billing from Timesheets	See Below
6. Engineering, Technical Training Services	Direct Billing from Timesheets	Rate B (see below)
7. Drafting and Records Services	Direct Billing from Timesheets	Rate E (see below)
8. System & Facility Design, Technical Training Services	Direct Billing from Timesheets	Rate C (see below)
9. Regional Measurement and Regulation, Corrosion	Direct Billing from Timesheets	Rate D (see below)
10. Leak Survey, Welding, Tapping and Stopping	Direct Billing from Timesheets	Rate F/G (see below)
11. Regional Performance Measures and Training	Direct Billing from Timesheets	Rate D (see below)
12. Chart Processing	Customer Ratio System	\$4.81 Lines/MTH
13. AMR processing	Customer Ratio System	\$18.74 Accts/MTH
14. Meter History	Customer Ratio System	\$0.01 Records/MTH
15. Meter Repair/Accreditation/Purchase	Customer Ratio System	\$9.45 Meters/ Yr
16. Reporting and Data Extract Services	Direct Billing from Timesheets	Rate H (see below)

RATES

A – Senior Manager/Director (Grade 010+)	\$140/hr + Expenses
B – Project/Program Manager (Grade 007-009)	\$110/hr + Expenses
C – Project Leader/Network Analysis (Grade 006)	\$94/hr + Expenses

D – Inspectors (Grade 005)	\$87/hr + Materials & Expenses
E – Lab Technologist/Field Technician/Drafting/Records (Grade 004)	\$75/hr + Expenses
F – Operations Field Time - Straight Time	\$/hr + Materials & Equipment
G – Operations Field Time – Overtime	\$/hr + Materials & Equipment
H- Senior Analyst	\$86/hr + Expenses

INTERCORPORATE SERVICES AGREEMENT

THIS AGREEMENT made as of the **[Insert date]**.

BETWEEN:

ENBRIDGE GAS DISTRIBUTION INC., a corporation
incorporated under the laws of Ontario

(the "Services Provider")

- and -

GREENWICH WINDFARM LP INC., by its general partner,
GREENWICH WINDFARM GP INC.

(the "Services Recipient")

WHEREAS the above-named parties wish to reduce to writing the agreement pursuant to which the Services Provider will provide services to the Services Recipient (this "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants hereinafter contained, the parties agree that:

Services

1. Services to be provided to the Services Recipient by the Services Provider shall be identified and defined in one or more schedules (the "Services Schedules") which upon execution by the Services Recipient and the Services Provider shall be incorporated into and form part of this Agreement.
2. The parties acknowledge that this Agreement shall be subject to any rule applicable to the Services Provider made by the Ontario Energy Board pursuant to the *Ontario Energy Board Act*, S.O. 1998, c. 15, Sched. B., s. 44, including without limitation, the *Affiliate Relationships Code for Gas Utilities* (the "Code"), as amended from time to time. Specifically, without limiting the generality of the foregoing, the Services Recipient agrees to comply promptly with all requests either made or authorized by the Ontario Energy Board for information with respect to the services provided pursuant to this Agreement. This Agreement shall also be subject to any valid, applicable federal, provincial or other

governmental regulatory body or authority having jurisdiction over a party or the subject matter of this Agreement.

3. The services shall be performed in a manner that is satisfactory to the Services Recipient, and according to the performance measures set out in the applicable Services Schedules. The employees of the Services Provider who are performing the services shall possess such skills and qualifications as are necessary or desirable for the performance of the services in accordance with the applicable professional standards and qualifications governing such employees. If the Services Recipient disputes the quality or level of services provided by the Services Provider hereunder, the parties will endeavour to resolve the dispute forthwith in accordance with the procedures set out in the applicable Services Schedule(s) or if no such procedures are set out in accordance with Section 12 below.

Pricing

4. The fees for services provided by the Services Provider shall be negotiated by the parties and set forth in the applicable Services Schedule.
5. The Services Recipient will be required to reimburse the Services Provider for reasonable out of pocket expenses incurred by the Services Provider that are directly related to the provision of services under any Services Schedule, including (but not limited to) the following:
 - travel charges such as mileage, parking, airfare, out-of-town accommodation and meal expenses;
 - overnight courier charges; and
 - court or government filing and administration fees.

The Services Provider shall maintain appropriate records to substantiate the provision of services to the Services Recipient and such records shall be made available for review by the Services Recipient upon request.

Payment Notices and Procedures

6. The following sets forth the procedure applicable to invoicing and payments related to services delivered hereunder:
 - a) The Services Provider will prepare and send to the Services Recipient, on or before the fifth working day of each month, a written statement of services consumed and notice of payment ("Payment Notice") by means of entries into the electronic inter-company financial systems, in accordance with the applicable Services Schedule. Payments shall be due within thirty (30) days of receipt of a Payment Notice or within such other time period as may be agreed upon by the parties from time to time.

- b) The Services Provider shall provide the Services Recipient with any supporting information for a Payment Notice reasonably requested within thirty (30) days from the date of a Payment Notice. If the Services Recipient disputes the amount of a Payment Notice within thirty (30) days of receipt of a Payment Notice, the parties shall endeavour to resolve the dispute forthwith, failing which the procedures set out in Section 12 shall be invoked. If no issue is raised relating to a Payment Notice within thirty (30) days from the date of receipt of such Payment Notice, the Payment Notice shall be deemed accepted.
- c) Any amount to be remitted by the Service Recipient to the Services Provider and not remitted on or before the date on which it is due shall thereafter bear interest at an annual rate equal to the prime rate of interest of the Toronto Dominion Bank (or its successor) (Toronto, Main Branch) on the due date plus one percent (1%) per annum, compounded monthly.
- d) Payment Notices delivered pursuant to this section may include amounts related to the expenditures incurred by the Services Provider to obtain goods or services from third parties for the benefit of the Services Recipient.
- e) In the event that the Canada Revenue Agency or any other competent authority at any time proposes to issue or does issue any assessment or assessments that impose or would impose any liability for tax of any nature or kind whatsoever on the Services Provider or the Services Recipient on the basis that the fair market value of the services is different than the amount charged by the Services Provider for the corresponding services (the "Services Charge"), and in the event that the parties hereto agree that the fair market value of the services is different than the Services Charge, then upon such agreement the Services Charge that the Services Recipient is obligated to pay for the said services shall be varied by increasing or decreasing the amount of the Services Charge as the Services Recipient and the Services Provider may agree.
- f) All amounts payable under this Agreement are expressed, and shall be paid, in Canadian dollars unless otherwise stated in a Services Schedule.

Reporting Requirements

- 7. Various management and operating reports shall be provided by the Services Provider, the nature and timing of which shall be described in the respective Services Schedules.

Amendments

- 8. This Agreement and any related Schedule (including Services Schedules) may be amended from time to time upon the approval in writing of both parties. Version control and archival storage of all amendments shall be the responsibility of the Services Provider.

9. All amendments to this Agreement will be effected in accordance with the service adjustment procedures described in Section 11 below.

Term, Termination and Renewal

10. The following provisions apply to term, termination, and renewal under this Agreement:
 - a) This Agreement shall be effective **[Insert date.]** and for each service shall continue until the expiry date set forth in the applicable Services Schedule, provided that the Parties have not terminated this Agreement or any Services Schedule by mutual agreement in writing.
 - b) The Services Provider must advise the Services Recipient signatory on the Services Schedule (or his or her successor) in writing of the expiry date of any Services Schedule not less than ninety (90) and not more than one hundred twenty (120) days prior to such expiry date.
 - c) The Services Recipient shall notify the Services Provider in writing of its intention to renew or not to renew a service, and the service fees associated therewith, at least ninety (90) days prior to the end of the term of any Services Schedule. In the absence of such notice, the Services Schedule will automatically be renewed for an additional twelve (12) month period under the existing terms and conditions set forth in such Services Schedule, subject to any service fees adjustments set forth in such Services Schedule.
 - d) Either party shall have the right to terminate this Agreement immediately in the event that either party ceases to be a direct or indirect wholly owned subsidiary of Enbridge Inc., and in any event, upon giving one hundred twenty (120) days written notice to the other party.
 - e) The provisions of Sections 14, 15, 16, 17 and 18 shall survive the termination of this Agreement.

Service Adjustments

11. The following provisions apply to service adjustments and amendments under this Agreement:
 - a) During the term of this Agreement, the parties may identify the need to modify elements of individual Services Schedules, add new services or discontinue existing services. Either the Services Provider or Services Recipient may initiate a request for change. All requested changes must be identified in writing with an appropriate notice period within which the party receiving such notice may respond, such period not to be less than thirty (30) days unless otherwise agreed to by both parties.

- b) Either party may propose changes to an existing Services Schedule at any time during the term of such Schedule. No amendment shall be effective unless both parties agree to the requested modifications and the effective date for implementation. The procedures set forth in Section 13 below shall be followed if agreement regarding a change to the Services Schedule or fees cannot be reached by the parties within a reasonable time.
- c) If either party expresses a desire to discontinue a service described in an executed Services Schedule, the parties shall endeavour in good faith to determine an appropriate wind-down period and a reasonable allocation of the costs of decommissioning, if any.

Performance Reviews

- 12. Upon thirty (30) days prior written request, either party may initiate a performance review, the terms and conditions of which shall be negotiated between the parties. All services will be reviewed with reference to the performance measures set out in the Agreement and applicable Services Schedules.

Dispute Resolution

- 13. In the event that an issue related to the performance of a service described in a Services Schedule, the fees payable under a Services Schedule, or the interpretation of the Agreement cannot be resolved by the Services Provider and Services Recipient, the Services Provider or Services Recipient may refer the matter (the "Dispute") for resolution using the procedures described in this Section 13:
 - a) The Services Recipient's designated representative and the Services Provider's designated representative must meet within seven (7) business days after either the Services Provider or Services Recipient notifies the other in writing of an unresolved issue. The purpose of the meeting will be to develop an action plan that can be presented to the Services Provider and Services Recipient within seventeen (17) business days after the delivery of the notice described in the preceding sentence. A copy of the action plan for resolution shall be sent to the President of the Services Provider and a senior executive of the Services Recipient. If the action plan fails to bring a resolution to the conflict within twenty-one (21) business days after the delivery of the original notice described above, the issue shall be escalated further.
 - b) In the event none of the processes described above result in a resolution of the Dispute, it is the joint responsibility of the officers of the parties identified in 13.a) to escalate the issue and its corresponding documentation to senior management of Enbridge Inc. for final deliberation and resolution, subject to the arbitration provisions below.

- c) Any costs associated with the resolution by Enbridge Inc. will be shared equally by the Services Provider and Services Recipient.
- d) In the event that the processes described above do not result in a resolution of the Dispute acceptable to all parties to the Dispute within ninety (90) days after the date on which the Dispute first became known to the parties, the Dispute may be submitted by either party to arbitration pursuant to Exhibit A. Subject to this section and Exhibit A, the Dispute will not be made the subject matter of any action in any court by any party. After completion of the arbitration, an action may be initiated by the parties only for the purpose of enforcing the decision of the arbitrator and recovery of the costs incidental to the action. The decision of the arbitrator will be conclusively deemed to determine the interpretation of this Agreement and the rights and liabilities of the parties in respect of the matter arbitrated.
- e) Pending the resolution of any Dispute, all Payment Notices for services specifically related to the Dispute will be held by the Services Provider. If the resolution is in the favour of the Services Provider, then the Services Provider may apply any late charges associated with the payment of services that were postponed due to the invocation of the dispute resolution process.

Indemnification

- 14. Each of the parties hereto (the "Indemnifier") shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any loss, damage, claim, liability, debt, obligation or expense (including reasonable legal fees and disbursements) incurred or suffered by the Indemnified Party caused by the Indemnifier and relating in any way to this Agreement or the provision of the services, including any loss, damage, claim, liability, debt, obligation or expense resulting from or arising from or in connection with a negligent act or negligent omission of the Indemnifier.

Confidential Information and Personal Information

- 15. Each of the parties hereto agrees to keep all information provided by the other party (the "disclosing party") to it (the "receiving party") that the disclosing party designates as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure ("Confidential Information") confidential, and a receiving party shall not, without the prior consent of an authorized senior officer of the disclosing party, disclose any part of such Confidential Information which is not available in the public domain from public or published information or sources except:
 - a) to those of its employees who require access to the Confidential Information in connection with performance of services hereunder;
 - b) as in the receiving party's judgement may be appropriate to be disclosed in connection with the provision by the receiving party of services hereunder;

- c) as the receiving party may be required to disclose in connection with the preparation by the receiving party or any of its direct or indirect holding companies, affiliates or subsidiaries of reporting documents including, but not limited to, annual financial statements, annual reports and any filings or disclosure required by statute, regulation or order of a regulatory authority; and
- d) to such legal and accounting advisors, valuers, and other experts as in the receiving party's judgement may be appropriate or necessary in order to permit the receiving party to rely on the services of such persons in carrying out the receiving party's duties under this Agreement.

The covenants and agreements of the parties relating to Confidential Information shall not apply to any information:

- i) which is lawfully in the receiving party's possession or the possession of its professional advisors or its personnel, as the case may be, at the time of disclosure and which was not acquired directly or indirectly from the disclosing party;
 - ii) which is at the time of disclosure in, or after disclosure falls into, the public domain through no fault of the receiving party or its personnel;
 - iii) which, subsequent to disclosure by the disclosing party, is received by the receiving party from a third party who, insofar as is known to the receiving party, is lawfully in possession of such information and not in breach of any contractual, legal or fiduciary obligation to the disclosing party and who has not required the receiving party to refrain from disclosing such information to others; or
 - iv) disclosure of which the receiving party reasonably deems necessary to comply with any legal or regulatory obligation which the receiving party believes in good faith it has.
16. If in the course of performing services, the receiving party obtains or accesses personal information about an individual, including without limitation, a customer, potential customer or employee or contractor of the disclosing party ("Personal Information") the receiving party agrees to treat such Personal Information in compliance with all applicable federal or provincial privacy or protection of personal information laws and to use such Personal Information only for purposes of providing the services. Furthermore, the receiving party acknowledges and agrees that it will:
- a) not otherwise copy, retain, use, modify, manipulate, disclose or make available any Personal Information, except as permitted by applicable law;
 - b) establish or maintain in place appropriate policies and procedures to protect Personal Information from unauthorized collection, use or disclosure; and

- c) implement such policies and procedures thoroughly and effectively.
17. The Services Recipient shall be entitled periodically to conduct reviews of the procedures implemented by the Services Provider in relation to the obligations described in Sections 15 and 16. The conduct of any such reviews relating to Confidential Information shall be guided by the recommendations expressed in Section 5900 of the Canadian Institute of Chartered Accountants' Handbook.
18. Upon the termination of the provision of the services pursuant to any Services Schedules each party shall immediately return to the other party all Confidential Information and Personal Information provided by the disclosing party to the receiving party, and all copies thereof in its possession or control (other than such Confidential Information or Personal Information which continues to be used or relevant to the provision of services pursuant to any other Services Schedule), or destroy such information and copies and certify to the disclosing party that such destruction has been carried out.

Force Majeure

19. If either party is rendered unable by force majeure to carry out its obligations under the Agreement, other than a party's obligation to make payments to the other party, that party shall give the other party prompt written notice of the event giving rise to force majeure with reasonably full particulars concerning it. Thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than the continuance of, the force majeure. The affected party shall use all reasonable diligence to remove or remedy the force majeure situation as quickly as practicable.

General

20. The Services Recipient shall be responsible for and shall pay all applicable federal, provincial, municipal goods and services taxes arising from the provision of services hereunder, including provincial sales tax if applicable.
21. A party shall, from time to time, and at all times, do such further acts and execute and deliver all such further deeds and documents as shall be reasonably requested by the other party in order to fully perform and carry out the terms of this Agreement.
22. Any notice, request, demand, direction or other communication required or permitted to be given or made under this Agreement to a party shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery to the party to whom it is addressed at its address noted below or at such other address of which notice may have been given by such party in accordance with the provisions of this Section.

Services Provider: Enbridge Gas Distribution Inc.

Address: 500 Consumers Road, North York, ON M2J 1P8
Attention: Vice President, Gas Distribution Law &
Deputy General Counsel

Facsimile: (416) 495-5994

Services Recipient: Greenwich Windfarm LP Inc.

Address: [TBD]
Attention: General Manager

Facsimile: XXXXXXXX

Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if a notice is delivered or transmitted after 5:00 p.m. local time or such day is not a business day, then such notice shall be deemed to have been given and received on the next business day.

23. This Agreement may be executed in counterparts, no one of which needs to be executed by both of the parties. Each counterpart, including a facsimile transmission of this Agreement, shall be deemed to be an original and shall have the same force and effect as an original. All counterparts together shall constitute one and the same instrument.
24. This Agreement will enure to the benefit of and be binding upon the parties thereto and their respective successors. This Agreement may not be assigned by either of the parties thereto without the prior written consent of the other. For the purposes of this agreement "assignment" shall mean and include any transaction, event or circumstance which results in either the Services Provider or the Services Recipient ceasing to be a direct or indirect wholly owned subsidiary of Enbridge Inc.
25. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder", and similar expressions refer to this Agreement and not to any particular Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.
26. Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter

genders and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

27. In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.
28. This Agreement may not be modified or amended except by an instrument in writing signed by both of the parties to an Agreement or by their respective successors.
29. This Agreement constitutes the whole and entire agreement between the parties respecting the subject matter of the Agreement and supersedes any prior agreement, undertaking, declarations, commitments, representations, verbal or oral, in respect thereof. Without limiting the generality of the foregoing, the Prior Agreement between the parties is hereby terminated and no longer of any force or effect.
30. In the event that any provision contained in this Agreement conflicts with a provision contained in a schedule hereto, this Agreement shall prevail to the extent of any such inconsistency.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement by the undersigned duly authorized representatives as of the date first stated above.

ENBRIDGE GAS DISTRIBUTION INC.

Per: _____

Per: _____

**GREENWICH WINDFARM LP INC., by its general
partner, GREENWICH WINDFARM GP INC.**

Per: _____

Per: _____

EXHIBIT A

ARBITRATION PROCEDURES

1. The place of the arbitration will be Toronto, Ontario, or such other location as the parties may agree.
2. The parties will agree on the appointment of an arbitrator.
3. If the parties are unable to agree upon an arbitrator, any of the parties may apply to the Ontario Superior Court for the appointment of an arbitrator.
4. The agreed or appointed arbitrator (in either case, the "Arbitrator") will, in its absolute discretion, establish reasonable rules to govern all aspects of the arbitration and to ensure that the arbitration is conducted expeditiously.
5. The parties, if in agreement, may request that the Arbitrator decide between final and complete proposals submitted by each of the parties.
6. The decision or award of the Arbitrator with respect to the dispute must be rendered in writing, and must contain a brief recital of the facts and principles upon which the decision was made and the reasons therefor.
7. The decision or award of the Arbitrator made pursuant to this Exhibit A is final and binding upon each of the parties and there is no appeal therefrom. Thereafter, any action may only be for the purpose of enforcing the decision or award and the recovery of costs incidental to the action.
8. The decision or award of the Arbitrator will be conclusively deemed to determine the interpretation of this Agreement and the rights and liabilities as between the parties in respect of the matter in dispute.
9. Except as may be otherwise agreed by the parties, or as may be ordered by the Arbitrator, the Arbitrator will be entitled to its or their usual charges for services rendered to be paid equally by the parties.
10. Subject to this paragraph 10, no dispute that is or may be the subject of a submission to arbitration in accordance with this Exhibit A will give rise to a cause of action between or will be made the subject matter of an action in any court of law or equity by either of the parties unless and until the dispute has been submitted to arbitration and finally determined in the accordance with this Exhibit A and any action commenced thereafter with respect to the dispute may only be for judgment in accordance with the decision of the Arbitrator and the costs incidental to the action. In any action of this sort, the decision of the Arbitrator will be conclusively deemed to determine the rights and liabilities between the parties in respect of the dispute.

11. Notwithstanding the foregoing, if the actions or inactions of a party are, in the view of the other party, acting reasonably, producing or likely to produce irreparable harm that cannot be adequately compensated for by damages or that will result in damages that are difficult to estimate, the aggrieved party may apply to a court for injunctive or mandatory injunctive relief to remedy the situation pending the conduct of arbitration. The court before which the proceeding is brought may, if it determines the arbitration would not, in the circumstances, be beneficial to a continuing relationship between the parties, grant the aggrieved party the right to proceed with an action notwithstanding the otherwise general application of arbitration as the chosen mode of dispute resolution.
12. The parties desire that any dispute that is to be determined in accordance with the dispute resolution provisions should be conducted in strict confidence and that there will be no disclosure to any person of the fact of the dispute or any aspect of the dispute except as necessary for the resolution of the dispute. Any hearing will be attended only by those persons whose presence, in the opinion of the Arbitrator, is reasonably necessary for the determination of the dispute. All matters relating to, all evidence presented to, all submissions made in the course of, and all documents produced in accordance with the dispute resolution procedure or an order of the Arbitrator or created in the course of or for the purposes of the arbitration, including any award or interim award by the Arbitrator, will be kept confidential and will not be disclosed to any person without the prior written consent of all parties to the arbitration except as required to enforce the award or as required by law or as permitted by an order of the Arbitrator made pursuant to a motion or application on notice to all parties to the arbitration.

**SERVICES SCHEDULE TO THE INTERCORPORATE SERVICES AGREEMENT (the "Agreement")
DATED AS OF [INSERT DATE] BETWEEN ENBRIDGE GAS DISTRIBUTION INC. ("EGD") AND
GREENWICH WINDFARM LP INC., by its general partner, GREENWICH WINDFARM GP INC.
("Greenwich")**

1.0 PREFACE

This Schedule identifies ***Communication and Control Services*** (the "Services") to be provided to Greenwich by EGD.

The Services will commence under this Schedule [Insert Date], and end December 31, 2013. The term of this Schedule may be renewed in accordance with Section 10 of the Agreement.

2.0 DEFINITION OF SERVICES

Greenwich must have 24 hour communication and control capabilities in order to comply with certain operating requirements of the Independent Electricity System Operator ("IESO"), and therefore requires EGD's gas control centre in Edmonton ("Control Centre") to provide the Services, as more specifically described herein, to supplement its own operational activities.

3.0 ROLES AND RESPONSIBILITIES

EGD will, via the Control Centre:

1. maintain a dedicated satellite phone line (with no voice mail, but including call waiting and call display) to be used exclusively to receive communications from the IESO and Hydro One Networks Inc.;
2. establish and maintain a dedicated electronic mail account to be used exclusively to receive and send communications for Greenwich;
3. maintain a dedicated electronic communications path between the Greenwich generation project(s) and the Control Centre, that allows the Control Centre to receive operational status information from Greenwich that automatically loads into and is configured by EGD's common SCADA system. EGD shall ensure that the Greenwich information received is separately identified and displayed to allow effective monitoring of the Greenwich assets;
4. ensure 24 hour availability of trained personnel to man the above-mentioned dedicated communication paths and act upon communications received immediately, including opening one or both of the main breakers upstream of the sub-station transformers connected with the Greenwich project, as required; and
5. provide a contingency site to the Control Centre in the event the Services cannot be provided from the Control Centre for any reason.

Greenwich will:

1. set up the dedicated satellite phone line and electronic communications path required for the Services, and pay for all associated costs; and
2. provide training to Control Centre personnel to provide the Services, as required, and pay for all associated costs.

4.0 Performance measures

Performance measures developed for Greenwich's own operations will apply, provided Greenwich provides sufficient written notice of such performance measures to EGD, and the necessary training to enable EGD to meet such performance measures.

5.0 Problem resolution procedures

Any concerns with respect to the performance of the Services should be brought to the attention of the General Manager, Greenwich, if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures identified in the Agreement will be followed.

6.0 Pricing and conditions

Pricing is determined by using a fully allocated cost methodology in accordance with the Code. The hourly fee for services is \$95/hour, subject to annual increases for inflation, for the monitoring and emergency response functions. The annual SCADA fixed fee for 2011 will be \$22,625 for each interconnect with the electrical transmission grid. The fixed fee is determined by allocating all expenses over all major interconnects, and will be reviewed yearly and adjusted by the parties as required. In addition to the identified fees for service, the costs of goods or services EGD obtains from third parties in order to provide the Services will be charged directly to Greenwich, provided that Greenwich has given prior written approval for such expenditures. Payment for Services is to be made in accordance with the Agreement.

Dated this day of

Enbridge Gas Distribution Inc.

Per: _____

Per: _____

**Greenwich Windfarm LP Inc., by its general partner,
Greenwich Windfarm GP Inc.**

Per:_____

Per:_____