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July 21, 2011

**VIA RESS, EMAIL and COURIER**

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

Dear Ms Walli:

**Re: EB-2010-0232 Affiliate Relationships Code ("ARC") Exemption for  
Enbridge Gas Distribution Inc. ("EGD")**

In its February 22, 2011 decision in EB-2010-0232, the Board directed EGD to file with the Board and interested parties: 1) each intercorporate services agreement ("ISA") between EGD and its affiliated wind farms; and 2) the ISA between EGD and Gazifère Inc. governing the service arrangements that were the subject of the decision.

Accordingly, enclosed for filing are four ISAs – three respecting affiliate wind farm operations, and one governing engineering and operations services provided by EGD to Gazifère Inc. Please do not hesitate to contact me if you have any questions about these agreements.

This package is being filed through the Board's RESS system and will be available on the Company's website at [www.enbridgegas.com/ratecase](http://www.enbridgegas.com/ratecase), as of July 22, 2011. EGD is also providing a copy of this letter to all interested parties in the EB-2010-0232 proceeding.

Yours truly,

A handwritten signature in blue ink that reads 'Tania Persad'.

Tania Persad  
Senior Legal Counsel, Regulatory

Encl.

cc: Mr. F. Cass, Aird & Berlis LLP  
All Interested Parties EB-2010-0232 (via email)

**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 Gazifere 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 CY 2012 and two point four percent (2.4%) in CY 2013 annually on the anniversary date of this Schedule. The Services Provider reserves the right to revise the 2011 estimate set out in the Schedule of Prices in the event that the services rendered are significantly more or less than the estimated amount. Payments for services rendered are due in accordance with the schedule set out in the Agreement.

Dated this 15<sup>th</sup> day of July, 2011.

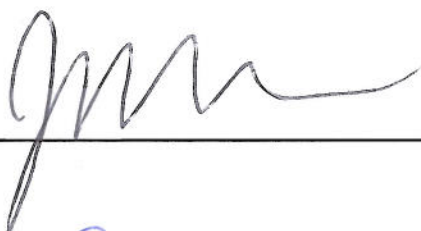
**Enbridge Gas Distribution Inc.**




Per:  **Jamie Milner**  
Vice President, Pipeline Integrity & Safety

Per:   
**Narin Kishinchandani**  
Vice President, Finance

**Gazifère Inc.**

Per:  - **JAMIE LeBLANC**  
GENERAL MANAGER

Per:  - **LISE MAUVE**  
MANAGER, REGULATORY  
AFFAIRS & BUDGETS



Engineering Department  
Proposed Affiliate Transactions  
Calendar Year 2011

Affiliate: Gazifere Inc.

2011 Engineering estimate: \$150,017  
2011 Operations estimate: \$ 23,763

<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+)	\$179/hr + Expenses
B – Project/Program Manager (Grade 007-009)	\$153/hr + Expenses
C – Project Leader/Network Analysis (Grade 006)	\$128/hr + Expenses
D – Inspectors (Grade 005)	\$118/hr + Materials & Expenses
E – Lab Technologist/Field Technician/Drafting/Records (Grade 004)	\$92/hr + Expenses
F – Operations Field Time - Straight Time	\$75/hr + Materials & Equipment
G – Operations Field Time – Overtime	\$112.50/hr + Materials & Equipment
H- Senior Analyst	\$102/hr + Expenses

## 2010 Equipment Costs

Description	Unit	Rate	10% Increase
Stopples Equipment 1" - 2" Double	Hour	\$ 606.37	\$ 667.01
Stopples Equipment 1" - 2" Single	Hour	\$ 365.15	\$ 401.67
Stopples Equipment 12" Double	Hour	\$ 1,016.00	\$ 1,117.60
Stopples Equipment 12" Single	Hour	\$ 785.00	\$ 863.50
Stopples Equipment 3" Double	Hour	\$ 755.00	\$ 830.50
Stopples Equipment 3" Single	Hour	\$ 503.25	\$ 553.58
Stopples Equipment 4" Double	Hour	\$ 668.85	\$ 735.74
Stopples Equipment 4" Single	Hour	\$ 525.50	\$ 578.05
Stopples Equipment 6" Double	Hour	\$ 868.00	\$ 954.80
Stopples Equipment 6" Single	Hour	\$ 562.38	\$ 618.62
Stopples Equipment 8" Double	Hour	\$ 920.75	\$ 1,012.83
Stopples Equipment 8" Single	Hour	\$ 698.37	\$ 768.21
Tapping Equipment 1"-2" Double	Hour	\$ 77.97	\$ 85.77
Tapping Equipment 1"-2" Single	Hour	\$ 62.37	\$ 68.61
Tapping Equipment 12" Double	Hour	\$ 432.12	\$ 475.33
Tapping Equipment 12" Single	Hour	\$ 348.12	\$ 382.93
Tapping Equipment 3" Double	Hour	\$ 246.50	\$ 271.15
Tapping Equipment 3" Single	Hour	\$ 198.50	\$ 218.35
Tapping Equipment 4" Double	Hour	\$ 249.72	\$ 274.69
Tapping Equipment 4" Single	Hour	\$ 201.12	\$ 221.23
Tapping Equipment 6" Double	Hour	\$ 265.87	\$ 292.46
Tapping Equipment 6" Single	Hour	\$ 214.37	\$ 235.81
Tapping Equipment 8" Double	Hour	\$ 285.85	\$ 314.44
Tapping Equipment 8" Single	Hour	\$ 230.25	\$ 253.28
Truck - Utility Fitter	Hour	\$ 24.46	\$ 26.91
Truck - Tapping	Hour	\$ 44.55	\$ 49.01
Truck - Highway Tractor c/w 18 Ton Crain	Hour	\$ 64.62	\$ 71.08
Truck - Hydro Vac	Hour	\$ 200.40	\$ 220.44
Truck - Pickup/Misc Vehicle	Hour	\$ 18.89	\$ 20.78
Truck - Single Axle Dump	Hour	\$ 30.55	\$ 33.61
Truck - Stake 1 Ton c/w Tools	Hour	\$ 23.65	\$ 26.02
Truck - Tandem Axle Dump	Hour	\$ 39.51	\$ 43.46
Truck - Tri-Axle Dump	Hour	\$ 44.93	\$ 49.42
Truck - Utility c/w Compressor	Hour	\$ 39.32	\$ 43.25
Truck - Vacuum Sucker	Hour	\$ 64.29	\$ 70.72
Truck - Welding Rig	Hour	\$ 33.87	\$ 37.26

## Stoppie Materials

Type	Description - with TDW Part Numbers	Price
NON STOCK	CUP 1" SHORTSTOPP SEALING - 080114-0001-00	\$ 82.86
NON STOCK	CUP 1.25" SHORTSTOPP SEALING - 08-0114-0125-00	\$ 25.58
NON STOCK	CUP 1.5" SHORTSTOPP SEALING - 080114-0015-00	\$ 30.69
NON STOCK	CUP 2" SHORTSTOPP SEALING - 08-0114-0002-00	\$ 25.58
NON STOCK	CUP 4" SHORTSTOPP SEALING - 08-0114-0004-00	\$ 63.43
NON STOCK	CUP 6" SHORTSTOPP SEALING - 08-0114-0006-00	\$ 114.58
NON STOCK	CUP 8" SHORTSTOPP SEALING - 08-0114-0008-00	\$ 159.59
NON STOCK	CUP 2" SHORTSTOPP SEALING SCHED 10 TO 40 - 08-0501-0200-00	\$ 33.76
NON STOCK	ELEMENT 2" SEALING SHORTSTOPP 275 - 08-0947-0002-00	\$ 144.24
NON STOCK	ELEMENT 4" SEALING SHORTSTOPP 275 - 08-0947-0004-00	\$ 202.55
NON STOCK	ELEMENT 6" SEALING SHORTSTOPP 275 - 08-0947-0006-00	\$ 234.27
NON STOCK	ELEMENT 8" SEALING SHORTSTOPP 275 - 08-0947-0008-00	\$ 303.83
NON STOCK	ELEMENT 12" SEALING SHORTSTOPP 275 - 08-0947-0012-00	\$ 491.04
NON STOCK	ELEMENT 6" SEALING S/S 275 THINWALL - 08-0948-0006-00	\$ 234.27
NON STOCK	ELEMENT 8" SEALING S/S 275 THINWALL - 08-0948-0008-00	\$ 303.83
NON STOCK	SEALING ELEMENT 2" (SPECIFY PIPE I.D. WHEN ORDERING) - 08-0385-0005-XX	\$ 147.31
NON STOCK	ELEMENT 3" SEALING STOPPLE (SPECIFY PIPE I.D. WHEN ORDERING) - 08-0385-0005-XX	\$ 270.07
NON STOCK	ELEMENT 4" SEALING STOPPLE (SPECIFY PIPE I.D. WHEN ORDERING) - 08-0036-0005-XX	\$ 336.57
NON STOCK	ELEMENT 6" SEALING STOPPLE (SPECIFY PIPE I.D. WHEN ORDERING) - 08-0040-0005-XX	\$ 343.73
NON STOCK	ELEMENT 8" SEALING STOPPLE (SPECIFY PIPE I.D. WHEN ORDERING) - 08-0246-0005-XX	\$ 391.81
NON STOCK	ELEMENT 10" SEALING STOPPLE (SPECIFY PIPE I.D. WHEN ORDERING) - 08-0247-0005-XX	\$ 433.75
NON STOCK	ELEMENT 12" SEALING STOPPLE (SPECIFY PIPE I.D. WHEN ORDERING) - 08-0248-0005-XX	\$ 616.87
NON STOCK	2" SEALING ELEMENTS S/SII F/200 psi MWP ID 2.062-2.157"	\$ 147.31
NON STOCK	3" SEALING ELEMENTS SHORTSTOPP 60 MWP 60 psi. ID 3.068-3.188"	\$ 30.69
NON STOCK	4" SEALING ELEMENTS SHORTSTOPP II MWP 200 psi. ID 4.156-4.260"	\$ 284.39
NON STOCK	6" SEALING ELEMENTS SHORTSTOPP II MWP 60 psi. ID 6.188-6.249"	\$ 165.73
NON STOCK	6" SEALING ELEMENTS SHORTSTOPP II MWP 200 psi. ID 6.187-6.249"	\$ 253.70
NON STOCK	10" S/S 275 SEALING CUPS - 08-0947-0010-00	\$ 433.75
NON STOCK	KIT,RPR F/2" SHORTCUTT VALVE	\$ 10.23



**SERVICES SCHEDULE TO THE INTERCORPORATE SERVICES AGREEMENT DATED AS OF JANUARY 1, 2011 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE RENEWABLE ENERGY INFRASTRUCTURE LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, ENBRIDGE RENEWABLE ENERGY INFRASTRUCTURE CANADA INC. (THE "AGREEMENT")**

**1.0 PREFACE**

This Schedule identifies **Communication and Control Services** (the "Services") to be provided to Enbridge Renewable Energy Infrastructure Limited Partnership, by its general partner, Enbridge Renewable Energy Infrastructure Canada Inc. (EREI), by Enbridge Gas Distribution Inc. ("EGD").

The Services will commence under this Schedule January 1, 2011, 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**

EREI 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 EREI with 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 regarding EREI;
3. maintain a dedicated electronic communications path between the EREI wind turbine project and the Control Centre that allows the Control Centre to receive operational status information from EREI that automatically loads into and is configured by EGD's common SCADA system. EGD shall ensure that the EREI information received is separately identified and displayed to allow effective monitoring of the EREI turbines;
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 EREI 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.
6. on an as needed basis, and upon at least 24 hours notice from EREI to Gas Control, provide both a day-ahead generation forecast to the IESO and intra-day revisions to that forecast.

EREI 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 EREI's own operations will apply, provided EREI 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, EREI, 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 EREI, provided that EREI has given prior written approval for such expenditures. Payment for Services is to be made in accordance with the Agreement.

Dated this 30<sup>th</sup> day of March, 2011.

### ENBRIDGE GAS DISTRIBUTION INC.



Per: Nalin Kishinchandani


Narin Kishinchandani  
Vice President, Finance

Per: Mark R. Boyce

Mark R. Boyce  
Vice President, Law &  
Information Technology

### ENBRIDGE RENEWABLE ENERGY INFRASTRUCTURE LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, ENBRIDGE RENEWABLE ENERGY INFRASTRUCTURE CANADA INC.

Per: Ian MacRabbin  
General Manager

Per:   
\_\_\_\_\_  
GLENN BEAUMONT  
VICE PRESIDENT



## INTERCORPORATE SERVICES AGREEMENT

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

### **B E T W E E N:**

**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 1<sup>st</sup> 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 (22<sup>nd</sup>) 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

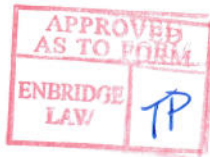


oral, in respect thereof. Without limiting the generality of the foregoing, the Prior Agreement between the parties is hereby terminated and no longer of any force or effect.

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: Narin Kishinchandani

**Narin Kishinchandani**  
 Vice President, Finance

Per: Mark R. Boyce

**Mark R. Boyce**  
 Vice President, Law &  
 Information Technology

**GAZIFÈRE INC.**

Per: Jamie LeBlanc

**Jamie LeBlanc - General Manager**

Per: Lise Manuel

**Lise Manuel - Manager Regulatory Affairs  
 & Budgets**

## **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.



## INTERCORPORATE SERVICES AGREEMENT

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of January 2011.

### **B E T W E E N:**

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

(the "Services Provider")

**- AND -**

**ENBRIDGE RENEWABLE ENERGY INFRASTRUCTURE LIMITED PARTNERSHIP**, a limited partnership formed pursuant to the laws of Canada, acting by and through its General Partner **ENBRIDGE RENEWABLE ENERGY INFRASTRUCTURE CANADA 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 January 1, 2011 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:** Enbridge Ontario Wind Power LP

**Address:** 795 Queen Street  
Kincardine, ON  
Attention: General Manager

**Facsimile:** (519) 396-2443

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.

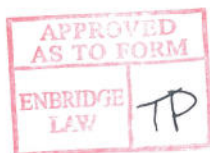
23. This Agreement may be executed in counterparts, no one of which needs to be executed by both of the parties. Each counterpart, including a facsimile transmission of this Agreement, shall be deemed to be an original and shall have the same force and effect as an original. All counterparts together 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.

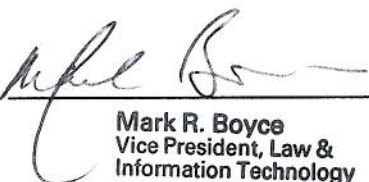


30. In the event that any provision contained in this Agreement conflicts with a provision contained in a schedule hereto, this Agreement shall prevail to the extent of any such inconsistency.

**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.**

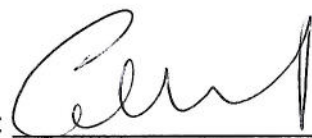


Per:   
Mark R. Boyce  
Vice President, Law &  
Information Technology

Per:   
Narin Kishinchandani  
Vice President, Finance

**ENBRIDGE RENEWABLE ENERGY  
INFRASTRUCTURE LIMITED PARTNERSHIP, by  
its general partner RENEWABLE ENERGY  
INFRASTRUCTURE CANADA INC.**

Per:   
BOB SIMPSON - GENERAL MANAGER,  
OPERATIONS

Per:   
GLENN BEAUMONT - VICE PRESIDENT

**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.

## INTERCORPORATE SERVICES AGREEMENT

**THIS AGREEMENT** made as of December 22, 2010.

**BETWEEN:**

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

(the "Services Provider")

- and -

**TALBOT WINDFARM LP INC.**, by its general partner,  
**TALBOT 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 as of the date first above written, 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:** Talbot Windfarm LP Inc.

**Address:** c/o Green Energy Power Operations  
795 Queen St.  
Kincardine, ON N2Z 2Y6

Attention: General Manager

**Facsimile:** (519) 396-2443

**Phone:** (519) 396-2440

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:   
**Narin Kishinchandani**  
Vice President, Finance

Per:   
**Mark R. Boyce**  
Vice President, Law &  
Information Technology

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

Per:  Ian MacRabbie General Manager

Per:   
**GLENN BEAUMONT**  
VICE PRESIDENT

**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 therefore.
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 DECEMBER 22, 2010 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. ("EGD")  
AND TALBOT WINDFARM LP INC., by its general partner, TALBOT WINDFARM GP INC.  
("Talbot")**

**1.0 PREFACE**

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

The Services will commence under this Schedule August 1, 2011 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**

Talbot 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 Talbot;
3. maintain a dedicated electronic communications path between the Talbot generation project(s) and the Control Centre, that allows the Control Centre to receive operational status information from Talbot that automatically loads into and is configured by EGD's common SCADA system. EGD shall ensure that the Talbot information received is separately identified and displayed to allow effective monitoring of the Talbot 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 Talbot project, as required;
5. provide a contingency site to the Control Centre in the event the Services cannot be provided from the Control Centre for any reason; and
6. on an as needed basis, and upon at least 24 hours notice from Talbot to Gas Control, provide both a day-ahead generation forecast to the IESO and intra-day revisions to that forecast.

Talbot 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 Talbot's own operations will apply, provided Talbot 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

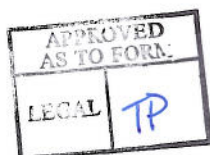
Any concerns with respect to the performance of the Services should be brought to the attention of the General Manager, Talbot, if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures identified in the Agreement will be followed.

#### 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 Talbot, provided that Talbot has given prior written approval for such expenditures. Payment for Services is to be made in accordance with the Agreement.

Dated this 30<sup>th</sup> day of March 2011

Enbridge Gas Distribution Inc.



Per: Nalin Kishinchandani

Narin Kishinchandani  
Vice President, Finance

Per: Mark R. Boyce

Mark R. Boyce  
Vice President, Law &  
Information Technology

Talbot Windfarm LP Inc., by its general partner, Talbot Windfarm GP Inc.

Per: Ian MacRobbie, General Manager

Per: Glenn Beaumont  
GLENN BEAUMONT  
VICE PRESIDENT

## INTERCORPORATE SERVICES AGREEMENT

**THIS AGREEMENT** made as of August 1, 2011.

**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 as of the date first above written, 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:** c/o Green Energy Power Operations  
795 Queen St.  
Kincardine, ON N2Z 2Y6

Attention: General Manager

**Facsimile:** (519) 396-2443

**Phone:** (519) 396-2440

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: Narin Kishinchandani

**Narin Kishinchandani**  
Vice President, Finance

Per: Mark R. Boyce

**Mark R. Boyce**  
Vice President, Law &  
Information Technology

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

Per: Ian MacRabbie, General Manager

Per: Glenn Beaumont  
**GLENN BEAUMONT**  
VICE PRESIDENT

**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 AUGUST 1, 2011 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 August 1, 2011 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;
5. provide a contingency site to the Control Centre in the event the Services cannot be provided from the Control Centre for any reason; and
6. on an as needed basis, and upon at least 24 hours notice from Greenwich to Gas Control, provide both a day-ahead generation forecast to the IESO and intra-day revisions to that forecast.

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

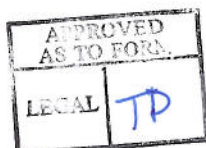
Any concerns with respect to the performance of the Services should be brought to the attention of the General Manager, Greenwich, if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures identified in the Agreement will be followed.

#### 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 30<sup>th</sup> day of March, 2011

Enbridge Gas Distribution Inc.



Per: Narishinchandani

Narin Kishinchandani  
Vice President, Finance

Per: Mark R. Boyce

Mark R. Boyce  
Vice President, Law &  
Information Technology

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

Per: Ian MacRobbie, General Manager

Per: Glenn Beaumont  
Glenn Beaumont  
Vice President.