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Enbridge Gas Inc.
500 Consumers Road
North York, Ontario M2J 1P8
Canada

VIA EMAIL and COURIER

February 22, 2019

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

**Re: Ontario Energy Board ("OEB") - File No. EB-2016-0270
Enbridge Gas Distribution Inc. ("EGD") Letter of Confirmation
Re: Affiliate Relationships Code Exemptions of Section 2.2.4**

Further to the OEB's Decision and Order for the ARC Exemption Application (EB-2016-0270) issued on August 3, 2017 and Varied on December 29, 2017, EGD is advising the Board that there are no material changes to the facts and circumstances underlying the exemption.

Enclosed are copies of the renewed Communication and Controls Services Schedule to the Intercompany Services Agreements with Enbridge Employee Services Inc., Enbridge Holdings (Green Energy) L.L.C., Enbridge Holdings (Power) L.L.C., and Enbridge Power Operations Services Inc.

Please contact the undersigned if you have any questions.

Yours truly,

Guri Pannu
Senior Legal Counsel

cc: Lesley Austin, Regulatory Advisor Applications

SCHEDULE B-1

SERVICES SCHEDULE to the INTERCORPORATE SERVICES AGREEMENT (the "Agreement") dated as of August 1, 2018 between ENBRIDGE GAS DISTRIBUTION INC. ("Service Provider") and ENBRIDGE EMPLOYEE SERVICES INC. ("EESI")

1.0 PREFACE

This Schedule identifies the *Communication and Control Services* (the "**Services**") to be provided to EESI for the following Affiliate:

1. Cedar Point Wind LLC ("**Service Recipient**")

Pursuant to the Agreement, EESI in its role as Operator/Manager for the Service Recipient (by way of separate agreement(s) with the Service Recipient), hereby subcontracts with the Service Provider to deliver the Services. This Schedule forms part of the Agreement and shall govern all aspects of the relationship among the Service Provider, EESI and the Service Recipient as it relates to the delivery of the Services by the Service Provider, provided that:

(a) the Service Provider acknowledges and agrees that notwithstanding Section 23(b) of the Agreement, the Service Recipient may, by notice to the Service Provider, request minor adjustments to the Services to be provided to the Service Recipient pursuant to this Schedule, without the requirement for a written amendment, with such change to take effect at a time which is mutually agreed by the parties;

(b) if a new Service not described in this Schedule is contemplated to be added to this Schedule, or the scope of an existing Service is to be amended significantly, such change will require an amendment pursuant to Section 23(b).

The Services will commence under this Schedule on August 1, 2018 and terminate on December 31, 2019 for the Service Recipient. The term of this Schedule may be renewed in accordance with Section 22 of the Agreement.

2.0 DEFINITION OF SERVICES

The Service Recipient requires monitoring of the substations, switchyard, and plant output set point control capability and where applicable turbine monitoring. This will include monitoring daily operations, control breakers status, system performance, and to respond to dispatch demands of system operators or market participants on a 24 hour, 7 days per week basis and therefore the Service Recipient requires the Service Provider's control center in Edmonton ("**Control Center**") to provide the Services, as more specifically described herein.

3.0 ROLES AND RESPONSIBILITIES

The Service Provider will, via the Control Center:

1. Design, build, program, test and commission a complete monitoring and control system based on the Control Center's SCADA system connecting to the Service Recipient's RTUs compatible with a secure hard line connection as well as a satellite back-up system at the Control Center.
2. Maintain a dedicated electronic communications path between the Service Recipient and the Control Center that allows the Control Center to receive operational status information from the Service Recipient that automatically loads into and is configured by the Service Provider's common SCADA system. The Service Provider shall ensure that the Service Recipient

operational information received is separately identified and displayed in individual but standardized SCADA displays to allow effective monitoring of the assets.

3. Assume responsibility for Balance of Plant ("**BoP**") operations, including but not limited to, remote control and monitoring of breakers, circuits, and switches (upstream of the transmission interconnect) as directed by field operations staff assigned to the Service Recipient. This control may be asserted through the Service Provider's Bristol RTU or through its Control Center SCADA system using Modbus connection protocol to connect to the Service Recipient's main RTU.
4. Have available a standard voice line and facsimile communications to facilitate communications between the Control Center and the Service Recipient's Transmission Provider Transmission System Dispatcher ("**Dispatcher**").
5. Maintain a log of activities in the Control Center and promptly report faults, alarms or operations instructions from Dispatcher to the Service Recipient.
6. Ensure 24 hour, 7 days per week availability of trained personnel to man the above-mentioned dedicated communication paths and act immediately upon communications received from field staff at the Service Recipient or interconnect authorities, market participant, and any applicable Electric System Operator.
7. Provide a contingency site to the Control Center in the event the Services cannot be provided from the Control Center for any reason; and
8. Adopt operations protocols so determined by the Service Recipient to maintain compliance commitments to any applicable Electric System Operator, Coordination Council or the North American Electric Reliability Corporation.

Each Service Recipient will:

1. At its sole cost, set up and be responsible for the dedicated secure hard line and back-up satellite line (if required at site) and electronic communications to facilitate the Services;
2. At its sole cost, provide site specific training and a SCADA points list including alarm severity and Control Center response requirements to the Service Provider personnel to facilitate delivery of the Services;
3. Provide all site support for communication equipment installed including support resources during the installation, testing and commissioning of same; and
4. Develop, manage and implement any regulatory requirements applicable to the Control Center in providing the Services.

4.0 PERFORMANCE MEASURES

Performance measures will be limited solely to the operations and monitoring functions described herein. The parties will endeavor to meet quarterly, or at the frequency the parties deem necessary, to review and discuss performance.

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 or equivalent, if they cannot be resolved between the field staff and the Service Provider. Failing resolution, the Dispute Resolution procedures identified in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The Service Provider will charge the Service Recipient for the Services as set out below:

6.1 Monitoring and Operations

These Services will be charged on an hourly basis using the fully allocated cost of the Service Provider personnel performing the Services. The 2018 and 2019 hourly fees for the Services are estimated to be \$105 and \$107/hour, respectively, for the monitoring and operation functions.

6.2 SCADA Data

The annual SCADA fixed fee for is charged per interconnect. The fixed fee is determined by allocating all expenses over all major interconnects with the electric transmission grid. The 2018 and 2019 SCADA fixed fees are estimated to be \$13,160 and \$13,820, respectively.

6.3 Other Fees

In addition to the identified fees for the Services, the costs of goods or services the Service Provider obtains from third parties in order to provide the Services will be charged directly to the applicable Service Recipient, provided that the Service Recipient has given prior written approval for such expenditures. Payment for Services is to be made in accordance with the Agreement.

Non labor related costs such as materials, supplies, and transportation (if applicable) will be directly billed.

6.4 Escalation and Review

All fees are subject to annual escalation, review and adjustment as mutually agreed between the parties.

Effective as of the date first written above.

Enbridge Gas Distribution Inc.

Per: 
Name: **David Taniguchi**
Title: **Asst. Corporate Secretary**

Enbridge Employee Services Inc.

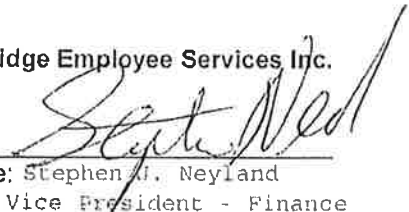
Per: _____
Name: _____
Title: _____

Effective as of the date first written above.

Enbridge Gas Distribution Inc.

Per: _____
Name:
Title:

Enbridge Employee Services Inc.

Per: 
Name: Stephen H. Neyland
Title: Vice President - Finance

AMENDED AND RESTATED SCHEDULE B-1

SERVICES SCHEDULE to the INTERCORPORATE SERVICES AGREEMENT (the "Agreement") dated as of August 1, 2018 between ENBRIDGE GAS DISTRIBUTION INC. and ENBRIDGE HOLDINGS (GREEN ENERGY) L.L.C.

1.0 PREFACE

This Schedule amends and supersedes the Services Schedule B-1 dated January 1, 2017 in its entirety and identifies the **Communication and Control Services** (the "**Services**") to be provided to the following entities:

1. New Creek Wind LLC
2. Chapman Ranch Wind I, LLC

(each a "**Service Recipient**" and collectively, the "**Service Recipients**"). Pursuant to the Agreement, EHGE in its role as Operator/Manager for the Service Recipients (by way of separate agreement(s) with the Service Recipients), hereby subcontracts with the Service Provider to deliver the Services. This Schedule forms part of the Agreement and shall govern all aspects of the relationship between the Service Provider, EHGE and the Service Recipients as it relates to the delivery of the Services by the Service Provider, provided that:

(a) the Service Provider acknowledges and agrees that notwithstanding Section 23(b) of the Agreement, any Service Recipient may, by notice to the Service Provider, request minor adjustments to the Services to be provided to the Service Recipient pursuant to this Schedule, without the requirement for a written amendment, with such change to take effect at a time which is mutually agreed by the parties;

(b) if a new Service not described in this Schedule is contemplated to be added to this Schedule, or the scope of an existing Service is to be amended significantly, such change will require an amendment pursuant to Section 23(b).

The Services will commence under this Schedule on August 1, 2018 and terminate on December 31, 2019 for the Service Recipient. The term of this Schedule may be renewed in accordance with Section 22 of the Agreement.

2.0 DEFINITION OF SERVICES

The Service Recipients require monitoring of the substations, switchyard, and plant output set point control capability and where applicable turbine monitoring. This will include monitoring daily operations, control breakers status, system performance, and to respond to dispatch demands of system operators or market participants on a 24 hour, 7 days per week basis and therefore the Service Recipients require the Service Provider's control center in Edmonton ("**Control Center**") to provide the Services, as more specifically described herein.

3.0 ROLES AND RESPONSIBILITIES

The Service Provider will, for each Service Recipient, via the Control Center:

1. Design, build, program, test and commission a complete monitoring and control system based on the Control Center's SCADA system connecting to the Service Recipient's RTUs compatible with a secure hard line connection as well as a satellite back-up system at the Control Center.
2. Maintain a dedicated electronic communications path between the Service Recipient and the Control Center that allows the Control Center to receive operational status information from the

Service Recipient that automatically loads into and is configured by the Service Provider's common SCADA system. The Service Provider shall ensure that the Service Recipient operational information received is separately identified and displayed in individual but standardized SCADA displays to allow effective monitoring of the assets.

3. Assume responsibility for Balance of Plant ("**BoP**") operations, including but not limited to, remote control and monitoring of breakers, circuits, and switches (upstream of the transmission interconnect) as directed by field operations staff assigned to the Service Recipient. This control may be asserted through the Service Provider's Bristol RTU or through its Control Center SCADA system using Modbus connection protocol to connect to the Service Recipient's main RTU.
4. Have available a standard voice line and facsimile communications to facilitate communications between the Control Center and the Service Recipient's Transmission Provider Transmission System Dispatcher ("**Dispatcher**").
5. Maintain a log of activities in the Control Center and promptly report faults, alarms or operations instructions from Dispatcher to the Service Recipient.
6. Ensure 24 hour, 7 days per week availability of trained personnel to man the above-mentioned dedicated communication paths and act immediately upon communications received from field staff at the Service Recipient or interconnect authorities, market participant, and any applicable Electric System Operator.
7. Provide a contingency site to the Control Center in the event the Services cannot be provided from the Control Center for any reason; and
8. Adopt operations protocols so determined by the Service Recipient to maintain compliance commitments to any applicable Electric System Operator, Coordination Council or the North American Electric Reliability Corporation.

Each Service Recipient will:

1. At its sole cost, set up and be responsible for the dedicated secure hard line and back-up satellite line (if required at site) and electronic communications to facilitate the Services;
2. At its sole cost, provide site specific training and a SCADA points list including alarm severity and Control Center response requirements to the Service Provider personnel to facilitate delivery of the Services;
3. Provide all site support for communication equipment installed including support resources during the installation, testing and commissioning of same; and
4. Develop, manage and implement any regulatory requirements applicable to the Control Center in providing the Services.

4.0 PERFORMANCE MEASURES

Performance measures will be limited solely to the operations and monitoring functions described herein. The parties will endeavor to meet quarterly, or at the frequency the parties deem necessary, to review and discuss performance.

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 or equivalent, if they cannot be resolved between the field staff and the

Service Provider. Failing resolution, the Dispute Resolution procedures identified in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The Service Provider will charge the Service Recipient for the Services as set out below:

6.1 Monitoring and Operations

These Services will be charged on an hourly basis using the fully allocated cost of the Service Provider personnel performing the Services. The 2018 and 2019 hourly fees for the Services are estimated to be \$105 and \$107/hour, respectively, for the monitoring and operation functions.

6.2 SCADA Data

The annual SCADA fixed fee for is charged per interconnect. The fixed fee is determined by allocating all expenses over all major interconnects with the electric transmission grid. The 2018 and 2019 SCADA fixed fees are estimated to be \$13,160 and \$13,820, respectively.

6.3 Other Fees

In addition to the identified fees for the Services, the costs of goods or services the Service Provider obtains from third parties in order to provide the Services will be charged directly to the applicable Service Recipient, provided that the Service Recipient has given prior written approval for such expenditures. Payment for Services is to be made in accordance with the Agreement.

Non labor related costs such as materials, supplies, and transportation (if applicable) will be directly billed.


6.4 Escalation and Review

All fees are subject to annual escalation, review and adjustment as mutually agreed between the parties.

[signature page follows]

Dated this 1st day of August, 2018.

Enbridge Gas Distribution Inc.

Per: 
Name:
Title: **David Taniguchi**
Asst. Corporate Secretary

Enbridge Holdings (Green Energy) L.L.C.

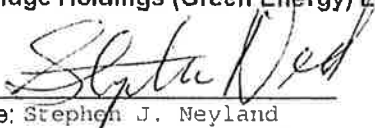
Per: _____
Name:
Title:

Dated this 1st day of August, 2018.

Enbridge Gas Distribution Inc.

Per: _____
Name:
Title:

Enbridge Holdings (Green Energy) L.L.C.

Per: 
Name: Stephen J. Neyland
Title: Vice President - Finance

AMENDED AND RESTATED SCHEDULE B-1

SERVICES SCHEDULE dated August 1, 2018 to the INTERCORPORATE SERVICES AGREEMENT (the "Agreement") dated as of January 1, 2017 between ENBRIDGE GAS DISTRIBUTION INC. and ENBRIDGE HOLDINGS (POWER) L.L.C.

1.0 PREFACE

This Schedule amends and supersedes the Services Schedule B-1 dated January 1, 2017 in its entirety and identifies the ***Communication and Control Services*** (the "Services") to be provided to the following entities:

1. Keechi Wind, LLC

(individually, a "Service Recipient", and collectively, the "Service Recipients"). Pursuant to the Agreement, Enbridge Holdings (Power) L.L.C. ("EHP"), in its role as Operator/Manager for the Service Recipients, has subcontracted with, Enbridge Gas Distribution Inc. (the "Service Provider") to deliver the Services. For greater clarity, notwithstanding that EHP has been named as Service Recipient pursuant to the terms of the Agreement, for the purposes of this Schedule, the undersigned acknowledge and agree that entities listed above shall be the Service Recipients. This Schedule forms part of the Agreement and shall govern all aspects of the relationship between the Service Provider and the Service Recipients as it relates to the delivery of Services by the Service Provider, on EHP's behalf, to the Service Recipients provided that:

- (a) the Service Provider acknowledges and agrees that notwithstanding Section 23(b) of the Agreement, any Service Recipient may, by notice to the Service Provider, add or remove from any of the existing Services listed in this Schedule to be provided to each such Service Recipient pursuant to this Schedule, without the requirement for a written amendment, with such change to take effect at a time which is mutually agreed by the Parties;
- (b) if a new Service not described in this Schedule is contemplated to be added to this Schedule, or the scope of an existing Service is to be amended, such change will require an amendment pursuant to Section 23(b).

The Services commenced in accordance with the terms of this Services Schedule on August 1, 2018 and will terminate on December 31, 2019. The term of this Schedule may be renewed in accordance with Section 13 of the Agreement.

2.0 DEFINITION OF SERVICES

The Service Recipient requires monitoring of the substations, switchyard, and plant output set point control capability and where applicable turbine monitoring. This will include monitoring daily operations, control breakers status, system performance, and to respond to dispatch demands of system operators or market participants on a 24 hour, 7 days per week basis and therefore the Service Recipient requires the Service Provider's control center in Edmonton ("**Control Center**") to provide the Services, as more specifically described herein.

3.0 ROLES AND RESPONSIBILITIES

The Service Provider will, via the Control Center:

1. Design, build, program, test and commission a complete monitoring and control system based on the Control Center's SCADA system connecting to the Service Recipient's RTUs compatible with a secure hard line connection as well as a satellite back-up system at the Control Center.
2. Maintain a dedicated electronic communications path between the Service Recipient and the Control Center that allows the Control Center to receive operational status information from the Service Recipient that automatically loads into and is configured by the Service Provider's common SCADA system. The Service Provider shall ensure that the Service Recipient operational information received is separately identified and displayed in individual but standardized SCADA displays to allow effective monitoring of the assets.
3. Assume responsibility for Balance of Plant ("BoP") operations, including but not limited to, remote control and monitoring of breakers, circuits, and switches (upstream of the transmission interconnect) as directed by field operations staff assigned to the Service Recipient. This control may be asserted through the Service Provider Bristol RTU or its the Control Center SCADA system using Modbus connection protocol to connect to the Service Recipient's main RTU.
4. Have available a standard voice line and facsimile communications to facilitate communications between the Control Center and the Service Recipient's Transmission Provider Transmission System Dispatcher ("Dispatcher").
5. Maintain a log of activities in the Control Center and promptly report faults, alarms or operations instructions from Dispatcher to the Service Recipient.
6. Ensure 24 hour, 7 days per week availability of trained personnel to man the above-mentioned dedicated communication paths and act immediately upon communications received from field staff at the Service Recipient or interconnect authorities, market participant, and any applicable Electric System Operator.
7. Provide a contingency site to the Control Center in the event the Services cannot be provided from the Control Center for any reason; and
8. Adopt operations protocols so determined by EHGE or the Service Recipient to maintain compliance commitments to any applicable Electric System Operator, Coordination Council or the North American Electric Reliability Corporation.

The Service Recipient will:

1. At its sole cost, set up and be responsible for the dedicated secure hard line and back-up satellite line (if required at site) and electronic communications to facilitate the Services;
2. At its sole cost, provide site specific training and a SCADA points list including alarm severity and Control Center response requirements to the Service Provider personnel to facilitate delivery of the Services;

3. Provide all site support for communication equipment installed including support resources during the installation, testing and commissioning of same; and
4. Develop, manage and implement any regulatory requirements applicable to the Control Center in providing the Services.

4.0 PERFORMANCE MEASURES

Performance measures will be limited solely to the operations and monitoring functions described herein. The parties will endeavor to meet quarterly, or at the frequency the parties deem necessary, to review and discuss performance.

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of the Services should be brought to the attention of the applicable General Manager if they cannot be resolved between the field staff and the Service Provider. Failing resolution, the Dispute Resolution procedures identified in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The Service Provider will charge the Service Recipient for the Services as set out below:

6.1 Monitoring and Operations

These Services will be charged on an hourly basis using the fully allocated cost of the Service Provider personnel performing the Services. The 2018 and 2019 hourly fees for the Services are estimated to be \$105 and \$107/hour, respectively, for the monitoring and operation functions.

6.2 SCADA Data

The annual SCADA fixed fee for is charged per interconnect. The fixed fee is determined by allocating all expenses over all major interconnects with the electric transmission grid. The 2018 and 2019 SCADA fixed fees are estimated to be \$13,160 and \$13,820, respectively.

6.3 Other Fees

In addition to the identified fees for the Services, the costs of goods or services the Service Provider obtains from third parties in order to provide the Services will be charged directly to the applicable Service Recipient, provided that the Service Recipient has given prior written approval for such expenditures. Payment for Services is to be made in accordance with the Agreement.

Non labor related costs such as materials, supplies, and transportation (if applicable) will be directly billed.


6.4 Escalation and Review

All fees are subject to annual escalation, review and adjustment as mutually agreed between the parties.

[signature page as follows]

Dated this 1st day of August, 2018.

Enbridge Gas Distribution Inc.

Per: 
Name:
Title: **David Taniguchi**
Asst. **Corporate Secretary**

**Enbridge Holdings (Power) L.L.C.,
as the O&M Contractor for Keechi Wind, L.L.C.**

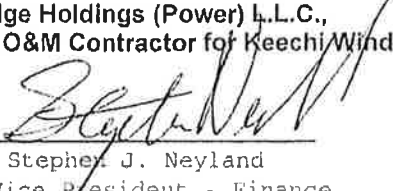
Per: _____
Name:
Title:

Dated this 1st day of August, 2018.

Enbridge Gas Distribution Inc.

Per: _____
Name:
Title:

Enbridge Holdings (Power) L.L.C.,
as the O&M Contractor for Keechi Wind, L.L.C.

Per: 
Name: Stephen J. Neyland
Title: Vice President - Finance

SCHEDULE B-1

SERVICES SCHEDULE to the INTERCORPORATE SERVICES AGREEMENT (the "Agreement") dated as of August 1, 2018 between ENBRIDGE GAS DISTRIBUTION INC. ("Service Provider") and ENBRIDGE POWER OPERATIONS SERVICES INC. ("EPOSI")

1.0 PREFACE

This Schedule identifies the **Communication and Control Services** (the "**Services**") to be provided to EPOSI for the following Affiliates:

1. Enbridge Renewable Energy Infrastructure Limited Partnership;
2. Talbot Windfarm, LP;
3. Greenwich Windfarm, LP;
4. Blackspring Ridge I Wind Project Limited Partnership;

(each a "**Service Recipient**" and collectively, the "**Service Recipients**"). Pursuant to the Agreement, EPOSI in its role as Operator/Manager for the Service Recipients (by way of separate agreement(s) with the Service Recipients), hereby subcontracts with the Service Provider to deliver the Services. This Schedule forms part of the Agreement and shall govern all aspects of the relationship between the Service Provider, EPOSI and the Service Recipients as it relates to the delivery of the Services by the Service Provider, provided that:

(a) the Service Provider acknowledges and agrees that notwithstanding Section 13(b) of the Agreement, any Service Recipient may, by notice to the Service Provider, request minor adjustments to the Services to be provided to the Service Recipient pursuant to this Schedule, without the requirement for a written amendment, with such change to take effect at a time which is mutually agreed by the parties;

(b) if a new Service not described in this Schedule is contemplated to be added to this Schedule, or the scope of an existing Service is to be amended significantly, such change will require an amendment pursuant to Section 13(b).

The Services will commence under this Schedule on August 1, 2018 and terminate on December 31, 2019 for the Service Recipient. The term of this Schedule may be renewed in accordance with Section 12 of the Agreement.

2.0 DEFINITION OF SERVICES

The Service Recipients require monitoring of the substations, switchyard, and plant output set point control capability and where applicable turbine monitoring. This will include monitoring daily operations, control breakers status, system performance, and to respond to dispatch demands of system operators or market participants on a 24 hour, 7 days per week basis and therefore the Service Recipients require the Service Provider's control center in Edmonton ("**Control Center**") to provide the Services, as more specifically described herein.

3.0 ROLES AND RESPONSIBILITIES

The Service Provider will, for each Service Recipient, via the Control Center:

1. Design, build, program, test and commission a complete monitoring and control system based on the Control Center's SCADA system connecting to the Service Recipient's RTUs compatible with a secure hard line connection as well as a satellite back-up system at the Control Center.
2. Maintain a dedicated electronic communications path between the Service Recipient and the Control Center that allows the Control Center to receive operational status information from the Service Recipient that automatically loads into and is configured by the Service Provider's

common SCADA system. The Service Provider shall ensure that the Service Recipient operational information received is separately identified and displayed in individual but standardized SCADA displays to allow effective monitoring of the assets.

3. Assume responsibility for Balance of Plant ("**BoP**") operations, including but not limited to, remote control and monitoring of breakers, circuits, and switches (upstream of the transmission interconnect) as directed by field operations staff assigned to the Service Recipient. This control may be asserted through the Service Provider's Bristol RTU or through its Control Center SCADA system using Modbus connection protocol to connect to the Service Recipient's main RTU.
4. Have available a standard voice line and facsimile communications to facilitate communications between the Control Center and the Service Recipient's Transmission Provider Transmission System Dispatcher ("**Dispatcher**").
5. Maintain a log of activities in the Control Center and promptly report faults, alarms or operations instructions from Dispatcher to the Service Recipient.
6. Ensure 24 hour, 7 days per week availability of trained personnel to man the above-mentioned dedicated communication paths and act immediately upon communications received from field staff at the Service Recipient or interconnect authorities, market participant, and any applicable Electric System Operator.
7. Provide a contingency site to the Control Center in the event the Services cannot be provided from the Control Center for any reason; and
8. Adopt operations protocols so determined by the Service Recipient to maintain compliance commitments to any applicable Electric System Operator, Coordination Council or the North American Electric Reliability Corporation.

Each Service Recipient will:

1. At its sole cost, set up and be responsible for the dedicated secure hard line and back-up satellite line (if required at site) and electronic communications to facilitate the Services;
2. At its sole cost, provide site specific training and a SCADA points list including alarm severity and Control Center response requirements to the Service Provider personnel to facilitate delivery of the Services;
3. Provide all site support for communication equipment installed including support resources during the installation, testing and commissioning of same; and
4. Develop, manage and implement any regulatory requirements applicable to the Control Center in providing the Services.

4.0 PERFORMANCE MEASURES

Performance measures will be limited solely to the operations and monitoring functions described herein. The parties will endeavor to meet quarterly, or at the frequency the parties deem necessary, to review and discuss performance.

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 or equivalent, if they cannot be resolved between the field staff and the Service Provider. Failing resolution, the Dispute Resolution procedures identified in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The Service Provider will charge the Service Recipient for the Services as set out below:

6.1 Monitoring and Operations

These Services will be charged on an hourly basis using the fully allocated cost of the Service Provider personnel performing the Services. The 2018 and 2019 hourly fees for the Services are estimated to be \$105 and \$107/hour, respectively, for the monitoring and operation functions.

6.2 SCADA Data

The annual SCADA fixed fee for is charged per interconnect. The fixed fee is determined by allocating all expenses over all major interconnects with the electric transmission grid. The 2018 and 2019 SCADA fixed fees are estimated to be \$13,160 and \$13,820, respectively.

6.3 Other Fees

In addition to the identified fees for the Services, the costs of goods or services the Service Provider obtains from third parties in order to provide the Services will be charged directly to the applicable Service Recipient, provided that the Service Recipient has given prior written approval for such expenditures. Payment for Services is to be made in accordance with the Agreement.

Non labor related costs such as materials, supplies, and transportation (if applicable) will be directly billed.

6.4 Escalation and Review

All fees are subject to annual escalation, review and adjustment as mutually agreed between the parties.

[signature page follows]

Effective as of the date first written above.

Enbridge Gas Distribution Inc.

Per: 
Name: _____
Title: **David Taniguchi**
Asst. - Corporate Secretary

Enbridge Power Operations Services Inc.

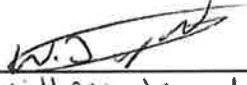
Per: _____
Name: _____
Title: _____

Effective as of the date first written above.

Enbridge Gas Distribution Inc.

Per: _____
Name:
Title:

Enbridge Power Operations Services Inc.

Per:  _____
Name: Willem Vander Ven
Title: President