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Enbridge Gas Inc.
50 Keil Drive
Chatham, Ontario N7M 5M1
Canada

April 6, 2022

VIA EMAIL and RESS

Nancy Marconi
Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Nancy Marconi:

**Re: Enbridge Gas Inc. (Enbridge Gas)
Ontario Energy Board (OEB) File: EB-2022-0003
NPS 20 Waterfront Relocation Project
Intervention Requests and Evidence Update**

Enbridge Gas has reviewed the intervenor request letters for the above noted proceeding from the following parties:

- City of Toronto
- Environmental Defence (ED)
- Energy Probe (EP)
- Pollution Probe (PP)
- School Energy Coalition (SEC)
- Waterfront Toronto

Enbridge Gas has no specific objections to these intervenor requests.

Further to the application and evidence filed by Enbridge Gas in the above noted proceeding, please find the enclosed Project Work Agreement between Enbridge Gas and Waterfront Toronto (to be marked as Exhibit D, Tab 1, Schedule 1, Attachment 2).

Please contact the undersigned if you have any questions.

Yours truly,

Dave Janisse

Digitally signed by Dave Janisse

Date: 2022.04.06 14:38:10
-04'00'

Dave Janisse
Technical Manager, Leave to Construct Applications

ENBRIDGE PROJECT WORK AGREEMENT

THIS AGREEMENT is made and entered into as of the 25th day of February, 2022

B E T W E E N:

ENBRIDGE GAS INC.

("Enbridge")

- and -

TORONTO WATERFRONT REVITALIZATION CORPORATION

("Waterfront Toronto")

BACKGROUND

1. Waterfront Toronto has contracted with the Government of Canada, the Government of the Province of Ontario and the City of Toronto to undertake and complete the Port Lands Flood Protection Project ("**PLFP**"). The objective of the PLFP is to establish and sustain the form, features, and functions of a natural river mouth within the context of a revitalized City environment while providing flood protection.
2. The widening of the Don River as a result of the PLFP is impacting the Keating Railway Bridge (the "**Bridge**") and surrounding area necessitating the modification of the Bridge with a wider span bridge as illustrated on Appendix 1 to this Agreement. The river widening in the immediate proximity of the Bridge and associated removal and replacement of such bridge and the other work being done in the immediate area is referred to as the "**Project**".
3. The Bridge is controlled, operated and maintained by CreateTO, an agency of the City of Toronto (the "**City**") and the City is the owner of Bridge.
4. The Project will require the protection, removal, relocation and reconfiguring of certain Enbridge infrastructure (the "**Enbridge Infrastructure**").
5. The City had given notice to Enbridge to remove the Enbridge Infrastructure off the Bridge by no later than August 30, 2022. The City brought an application in the Ontario Superior Court regarding the Enbridge Infrastructure and the Court issued its decision in the matter May 18, 2021(the "**Court Decision**").
6. Following additional discussions after the Court Decision among Enbridge, the City and Waterfront Toronto, Waterfront Toronto has agreed to reconfigure its work schedule for the Project to allow Enbridge to complete the relocation of the Enbridge Infrastructure off the Bridge on or before April 30, 2023 to a temporary location, before it is relocated to a utility corridor to run parallel to the Bridge once the Project is completed by Waterfront Toronto. The work required of Enbridge to remove, redesign, relocate certain sections of the Enbridge Infrastructure is described in Appendix 2 to this Agreement and is herein referred to as the "**Enbridge Project Work**".

7. The purpose of this Agreement is to agree on the terms and conditions on which Enbridge will undertake and complete the Enbridge Project Work described in Appendix 2, the coordination, timing thereof and the compensation Waterfront Toronto will pay Enbridge for the Enbridge Project Work.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the sum of Two Dollars (\$2.00) now paid by each of the Parties to the other, the above premises, the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of all of which are hereby acknowledged), the Parties agree as follows:

ARTICLE I

THE ENBRIDGE PROJECT WORK

1.1 Enbridge agrees to undertake and complete the Enbridge Project Work described in Appendix 2 and shall determine all matters relating to the quality, appropriateness and acceptability of that work. Enbridge will use all technically and commercially reasonable efforts to complete each phase of the Enbridge Project Work within the timeframes set out in Appendix 2 to this Agreement and will ensure that all Enbridge Project Work designated as Phase 1 in such Appendix 2 will be completed on or before the later of: (i) April 30, 2023; and (ii) four months after Waterfront Toronto completes the work on the Bridge that is required before Enbridge can access the Bridge to complete the Phase 1 Enbridge Project Work (such date referred to as the “**Phase 1 Completion Date**”). It is acknowledged and agreed that Enbridge’s ability to complete the scope of Enbridge Project Work as described at Appendix 2 and within the timeframes set out at Appendix 2 including the Phase 1 Completion Date may be impacted if applicable provisions of this Agreement are not complied with and if the conditions and assumptions set out at Appendix 3 to this Agreement (collectively the “**Standard Conditions and Assumptions**”) are not satisfied. Upon identifying an impact to the scope of Enbridge Project Work and/or the timeframes set out at Appendix 2 including the Phase 1 Completion Date, Enbridge will provide written notification to Waterfront Toronto of required amendments to the Enbridge Project Work described at Appendix 2 and/or the timeframes set out therein including the Phase 1 Completion Date (collectively “**Enbridge Project Work Updates**”). The Parties shall thereafter document the details of such Enbridge Project Work Updates through an amendment to this Agreement, or where there is disagreement on the Enbridge Project Work Updates the Parties shall meet and discuss and collaboratively and diligently seek arrive at a mutual agreement as to the Enbridge Project Work Updates. In the event the Parties fail to agree upon the Enbridge Project Work Updates, then either party may refer the matter as a Dispute pursuant to Article 6 of this Agreement. It is acknowledged and agreed that Enbridge Project Work Dates may impact the timing of the Enbridge Project Work but will not increase the Enbridge Work Fee as such term is defined in Section 3.2 hereof.

1.2 In connection with the performance of the Enbridge Project Work, Enbridge may engage the assistance of various third-party contractors as it may, in its sole discretion, determine are necessary or appropriate. Enbridge confirms that any third-party contractors engaged by Enbridge to perform the Enbridge Project Work will do so in accordance with a written contract entered into in the ordinary course of Enbridge’s business and that all such third-party contractors shall be satisfactory to Enbridge. The Enbridge Project Work will be carried out by Enbridge in accordance with (i) Enbridge’s usual standards, policies, procedures and specifications (which will not be disclosed or provided to Waterfront Toronto except as Enbridge determines is required for purposes of coordinating the Enbridge Project Work with Waterfront Toronto and its third-party contractors), (ii) Enbridge’s ‘Statement of Business Conduct (a copy of which has been provided to Waterfront Toronto); (iii) Enbridge’s Lifesaving Rules, and (iv) applicable laws.

ARTICLE II

THE PROJECT WORK PROCESS

2.1 Enbridge and Waterfront Toronto agree to:

(a) designate an individual or individuals from time to time who shall be the contact person(s) for matters arising under this Agreement, including matters pertaining to the performance of the Enbridge Project Work and the Waterfront Toronto Project.

(b) establish a committee (the "**Project Committee**") comprised of two senior persons appointed by each of Enbridge and Waterfront Toronto (the "**Project Representatives**") who shall work cooperatively and in good faith to identify and discuss any issues related to the Project or the Enbridge Project Work or any other matter which any of the Project Representatives considers relevant to their respective obligations under this Agreement, including emerging problems, and to develop proposed solutions, and shall, subject to Article VI, provide a forum for the resolution of disputes.

(c) attend on-site meetings, to be held bi-weekly or at such other time intervals as the Parties consider necessary or appropriate, in order to facilitate coordination of the Enbridge Project Work with the Project.

(d) coordinate with each other and their respective general contractor to keep each party reasonably informed as to the status of the Enbridge Project Work and Project, including in the case of Enbridge, informing Waterfront Toronto and its general contractor of the scheduled energization of any relocated gas mains. Representatives of Enbridge and Waterfront Toronto and their respective third-party contractors shall meet in such manner and at such times as either of them consider necessary or advisable in order to ensure the appropriate coordination and scheduling of the Enbridge Project Work and the Project and ensuring there is an agreed understanding of their respective roles and responsibilities, as applicable, as contemplated in this Agreement.

2.2 Prior to Enbridge commencing any Enbridge Project Work, at any location (each a "**Work Location**") unless otherwise agreed in writing by the Parties, Enbridge (or its general contractor) shall be the constructor for purposes of the Occupational Health and Safety Act (Ontario) (the "**OHSA**") as it relates to the Enbridge Project Work at such Work Location. Where the Parties have mutually agreed in writing that Enbridge will not be the constructor, then Waterfront Toronto shall designate its general contractor to act as the constructor for the purposes of the Occupational Health and Safety Act (Ontario) (the "**OHSA**") at such Work Location during the completion of the relevant Enbridge Project Work. If Enbridge and Waterfront Toronto fail to so agree as to which entity shall act as the constructor, then, until they so agree, Enbridge shall not and shall have no obligation to start or complete any of the Enbridge Project Work at such Work Location until they so agree.

2.2.1 Where Enbridge and Waterfront Toronto agree that Waterfront Toronto's general contractor shall act as the constructor during the performance of the Enbridge Project Work at a given Work Location, then, notwithstanding such constructor designation;

(i) such constructor shall provide to Enbridge a copy of the applicable health and safety plan that complies with its obligations under OHSA;

(ii) Enbridge may within 20 days after receipt of the plan provide to the constructor any concerns regarding the plan, failing which Enbridge will be deemed to have accepted the plan for purposes of this Agreement;

(iii) in the event that Enbridge does identify any concerns, the constructor and Enbridge shall work cooperatively and in good faith to resolve such concerns. It is acknowledged that Enbridge shall have no obligation to mobilize to a Work Location until the proposed plan is accepted. Without limiting the foregoing:

(A) in matters pertaining solely to the Enbridge Project Work, Enbridge will provide its standards, practices, procedures, site orientation or similar requirements as they relate to natural gas specific safety and operational procedures (“**EGI Standards**”). EGI Standards will be fully reflected in the constructor’s health and safety documentation and program and will be enforced as part of fulfillment of the constructor’s statutory responsibilities and any provisions in the constructor’s safety program that conflict with the foregoing will be appropriately addressed;

(B) Enbridge shall provide, and the constructor’s safety documentation and program will address, Enbridge requirements relating to the safety and integrity of Enbridge Infrastructure; and

(C) in emergency or life-threatening situations related to Enbridge Infrastructure or any of the Enbridge Project Work, as determined solely by Enbridge, the constructor’s safety documentation and program will ensure that natural gas specific safety protocols and requirements as communicated by Enbridge will be immediately implemented in full by the constructor.

2.4 Each Party agrees to ensure that it has insurance covering all of its and its subcontractors’ employees engaged in the subject work to the limits required by all applicable laws and regulations.

ARTICLE III

PAYMENT FOR THE ENBRIDGE PROJECT WORK

3.1 Except as specifically set out in this Agreement, Waterfront Toronto shall have no liability or responsibility to provide any reimbursement to Enbridge for the cost and expense of the Enbridge Project Work.

3.2 Notwithstanding Section 3.1 hereof, Waterfront Toronto shall:

(a) pay to Enbridge the sum of \$5,000,000.00 (five million dollars) (the “**Enbridge Work Fee**”) to defray a portion of the Enbridge costs and expenses of the Enbridge Project Work. Such payment shall be made upon completion of Phase 1 of the Enbridge Project Work;

(b) be responsible for the costs and expenses incurred by Waterfront Toronto (expected to be approximately \$ 3,000,000.00 (three million dollars) for consulting and construction services to design and construct the new utility corridor on the Bridge described in Appendix 1, including any changes to the design and sequencing of the work required to satisfy Enbridge health and safety concerns and impacts to the Enbridge Infrastructure relating to the Project;

(c) be responsible for all of the costs and expenses it has incurred in connection with the design proposals completed by its engineers to date, as well as the engineering and other professional fees and expenses incurred by Waterfront Toronto in respect of the OEB application process commenced by Enbridge in October of 2020 and terminated on February 19, 2021 and any costs and expenses of participating in subsequent OEB application processes in respect of the Enbridge Project Work; and

(d) be responsible for the consulting and other costs and expenses incurred by Waterfront Toronto related to the three-month delay in the completion of the Lakeshore Boulevard westbound bridge from

March 2024 to June 2024 required to allow Enbridge to relocate the gas line to the newly constructed eastbound Lake Shore bridge between January and April, 2023.

3.3 An invoice for the Enbridge Project Fee (the “**Project Invoice**”) will be provided by Enbridge to Waterfront Toronto upon completion of Phase 1 of the Enbridge Project Work. All payments by Waterfront Toronto will include applicable taxes in respect of the federal Goods and Services Tax or Harmonized Sales Tax. In the event that any amount becomes payable as a result of a breach, amendment, or termination of this Agreement, and, if Section 182 of the Excise Tax Act (Canada) applies to that payment, then the amount payable by Waterfront Toronto shall be increased by an amount equal to the applicable tax rate multiplied by the amount payable, and Waterfront Toronto shall pay the increased amount.

3.4 Waterfront Toronto shall fully pay the Project Invoice within thirty (30) days of receipt thereof. Waterfront Toronto will not, for any reason or under any circumstance, be allowed to deny, holdback or set-off against or delay payment to Enbridge of the Project Invoice.

ARTICLE IV

CONDITIONS

4.1 City of Toronto Bridge Agreement

The Parties agree that this Agreement shall be effective at such time as Enbridge enters into an agreement with the City of Toronto, in form and substance satisfactory to Enbridge, confirming that (a) Enbridge may maintain the Enbridge Infrastructure on the Bridge to April 30, 2023; (b) Enbridge will be granted a license to locate a gas line on the utility corridor to be constructed by Waterfront Toronto, and as outlined on Appendix 1. The terms of such license shall be as Enbridge and the City may agree.

4.2 Access to Waterfront Toronto Project Work Sites

At all times that there is any Waterfront Toronto Project Work being undertaken in the vicinity of any Enbridge Infrastructure, Waterfront Toronto shall provide or shall cause its general contractor to provide, Enbridge and its representatives with access to the relevant work site where such Waterfront Toronto Project Work is being undertaken for the purpose of allowing Enbridge to monitor any potential impacts of such Waterfront Toronto Project Work on the Enbridge Infrastructure, including such access as Enbridge determines is necessary or appropriate to permit Enbridge to test or perform remedial work in respect of the Enbridge Infrastructure impacted by such Waterfront Toronto Project Work. Further, Waterfront Toronto acknowledges that the performance by Enbridge of any such testing or remedial work may require Waterfront Toronto to amend or change the scheduling of the Waterfront Toronto Project Work at such work site.

4.3 Acknowledgements re Enbridge Infrastructure

Waterfront Toronto acknowledges that the Project, regardless of whether it is undertaken by Waterfront Toronto itself or by or through any third-party subcontractors or other persons or entities under its control or direction, may from time to time be undertaken in the immediate vicinity of the Enbridge Infrastructure, and that the Project could create a hazard to such Enbridge Infrastructure if sufficient measures are not taken for the purpose of mitigating that potential.

In that regard, Waterfront Toronto shall, and shall ensure that its third-party subcontractors and all other persons or entities under its control or direction, or otherwise involved with any part of the Project, at all times:

- (a) undertake any work that is in the immediate vicinity of any part of the Enbridge Infrastructure, only with the use of sufficient measures aimed at mitigating the potential for harm to the Enbridge Infrastructure; and
- (b) comply in all respects with:
 - (i) their relevant statutory obligations, including under the OHSA, and the regulations thereto, the *Technical Standards and Safety Act, 2000*, S.O. 200, c.16, and the regulations thereto, and the *Ontario Underground Infrastructure Notification System Act, 2012*, S.O. 2012, c.4, as any of the same may be amended from time to time; and
 - (ii) the measures set out in Enbridge's guidelines for construction work undertaken in the immediate vicinity of the Enbridge Infrastructure and currently titled "Third Party Requirements In the Vicinity of Natural Gas Facilities", as amended and updated by Enbridge from time to time, and a copy of the current version of which has been provided to Waterfront Toronto.

ARTICLE V

TERM AND TERMINATION

5.1 This Agreement shall come into effect upon satisfaction of the condition set forth in section 4.1, and shall, unless terminated earlier in accordance with the terms hereof, continue until completion of the Enbridge Project Work

ARTICLE VI

DISPUTE RESOLUTION

6.1 If any question, difference or dispute arises between the Parties to this Agreement in respect of any matter arising under this Agreement or in relation to the interpretation of this Agreement (each, a "**Dispute**"), the Parties shall use their reasonable commercial efforts to settle such Dispute.

6.2 If the Parties are not able to reach a settlement within a period of thirty (30) days then, upon notice by either Party, the Dispute shall be referred to mediation. A single mediator shall be appointed by agreement of the Parties, and such mediator shall endeavour to settle the Dispute as soon as practicable. Each Party shall be responsible for 50% of the costs of an appointed mediator.

6.3 If a mediator is not appointed within a period of thirty (30) days, or if the Parties are not able to reach a settlement of the Dispute (regardless of whether a mediator is appointed) within a period of ninety (90) days, following delivery of the referral notice of the matter to mediation, then the Parties shall be entitled to pursue whatever rights and remedies are available to them, including initiating proceedings and bringing an action at law or in equity.

ARTICLE VII

GENERAL PROVISIONS

Relationship of the Parties

7.1 It is understood and agreed that the Parties' relationship is not that of a partner and/or agent and that neither party nor any of its employees or agents shall have any power, authority or right to act as an agent for the other or make any representation or incur any obligation on behalf of or bind the other in any manner.

Rules of Interpretation

7.2 In this Agreement the following rules shall apply to the interpretation thereof: words denoting the singular include the plural and vice versa and words denoting any gender include all genders; the words “include”, “includes” and “including” and other similar words and expressions shall in all cases be deemed to be followed by the words “without limitation”; and “Business Day” means any day except Saturday, Sunday or any day other than a Saturday or Sunday on which banks are generally not open for business in the City of Toronto; any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided; when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; unless otherwise specifically noted herein, all dollar amounts are expressed in Canadian currency; the division of this Agreement into separate Articles, Sections, subsections, Appendices and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and except as otherwise specifically defined or provided for in this Agreement, words or abbreviations which have well known or trade meanings are used in accordance with their recognized meanings.

Force Majeure

7.3 In the event that either party is prevented, delayed or interrupted in performing its obligations under this Agreement due to any occurrence beyond its control, such as, but not limited to, acts of God, pandemic, epidemic, flood or other disaster or other severe weather situations, acts of war, riot, fire, strikes, walkout or communication line or power failure, or gas transmission or distribution network integrity failure or requirements, then such prevention, delay or interruption shall not be construed to be a default under this Agreement and neither party shall be liable to the other for any prevention, delay or interruption in the performance of such obligations resulting from such occurrence or any loss or damage resulting therefrom.

Assignment

7.4 No party shall assign or transfer this Agreement or any part hereof, or any of its respective rights or obligations hereunder, without the prior written consent of the other party.

Entire Agreement

7.5 This document embodies the entire agreement of the Parties with respect to the subject matter hereof and there are no additional terms, conditions, representations, inducements and/or warranties of any kind or nature whatsoever existing among the Parties hereto other than as set forth or incorporated or specifically contemplated herein.

Amendment

7.6 This Agreement may not be modified or amended, except by a writing signed by each of the Parties.

Notice

7.7 Any notice, consent, approval, agreement, writing or other communication required or permitted under this Agreement (each, a "**Notice**") shall be in writing. Any Notice delivered or to be delivered by a Party shall be sufficiently given if delivered personally or sent by electronic mail to the party at the addresses set out below (or such other addresses as Waterfront Toronto or Enbridge may designate by notice from time to time), and shall be deemed to be received, if delivered, on the day of delivery, or if sent by electronic mail on the date of delivery as evidenced by the email system, of the sending party; provided that in each case if such day is not a Business Day, it shall be deemed to have been received on the next following Business Day.

To Enbridge:

Enbridge Gas Inc.
500 Consumers Road, Toronto, Ontario
M2J 1P8
Attention: Manager, Capital Development & Delivery
Email: byron.madrid@enbridge.com

with a copy to:

Enbridge Law Department
Email: egilawcontracts@enbridge.com

To: Waterfront Toronto:

Waterfront Toronto
20 Bay Street Suite 1310
Toronto, ON M5J 2N8
Attention: Chief Project Officer
Email: Dkusturin@waterfronttoronto.ca

with a copy to:

Waterfront Toronto
20 Bay Street Suite 1310
Toronto, ON M5J 2N8
Attention: General Counsel
Email: iness@waterfronttoronto.ca

Law of Contract

7.8 This Agreement shall be construed and enforced in accordance with and the laws in force in the Province of Ontario, which laws shall govern the rights of the Parties.

Parties in Interest

7.9 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

Confidential Information

7.10 The Parties acknowledge, with the exception of the Enbridge Project Work Plans, that it is not their intention or expectation to provide to the other any information which the providing party considers confidential and further that with the exception of Waterfront Toronto's obligations to Enbridge with reference to the Enbridge Project Work Plans, the receiving party can provide no assurance to the providing party of keeping confidential any information provided to it pursuant to this Agreement.

Counterparts and Fax or PDF Signatures

7.11 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The execution of this Agreement by a party and the facsimile transmission or email (PDF) of such execution to the other party shall be as binding on the Parties as if an original signature of the relevant party had been provided.

SIGNATURE PAGE FOLLOWS

Filed: 2022-04-06, EB-2022-0003, Exhibit D, Tab 1, Schedule 1, Attachment 2, Page 10 of 22
EXECUTION VERSION

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the year and date first above written under the hands of their proper officers duly authorized in that behalf.

ENBRIDGE GAS INC.

Neil MacNeil

By: Neil MacNeil (Feb 25, 2022 09:01 EST)

Name: Neil MacNeil

Title: Director System Improvement


TORONTO WATERFRONT REVITALIZATION CORPORATION

DocuSigned by:

By: 6899D6EE4FA044B...

David Kusturin

Name: Chief Project Officer

Title:
DocuSigned by:

And: 1E876AB833E3492...

Name: George Zegarac

Title: Chief Executive Officer

Appendix 1

Waterfront Toronto Project Work

See Attached

Waterfront Toronto Project Work

Lake Shore Boulevard East Project Scope

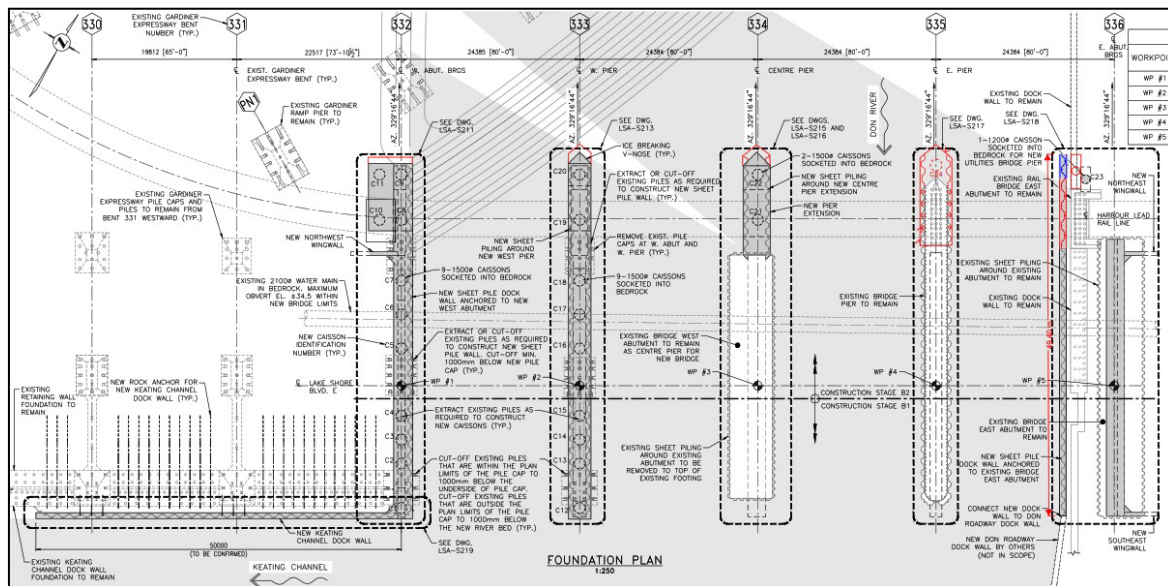
- Construct two new spans to extend the Lake Shore Bridge and adjacent Rail Bridge
- Replace two existing spans of Lake Shore Bridge and rehabilitate the existing pier and abutments
- Demolish the elevated structure of the Gardiner Expressway from Bent #330 (east of Cherry Street) to the eastern end of Gardiner Expressway
- Relocate utilities (other than Enbridge Infrastructure which relocation is being completed by Enbridge as part of the Enbridge Project Work) from the existing Rail Bridge to accommodate extension of this structure
- In the case of Enbridge Infrastructure that is permanently abandoned and de-energized by Enbridge as part of the Enbridge Project Work, remove and dispose of such abandoned pipe.
- Realign Lake Shore Boulevard from Don Roadway to Carlaw Avenue
- Construct new landscaping, pedestrian and cycling facilities on the Lake Shore Bridge and Lake Shore Boulevard from Don Roadway to Carlaw Avenue
- Shifting the existing rail tracks east of Don Roadway to the center median of Lake Shore Boulevard and connecting to the existing tracks at Carlaw Avenue



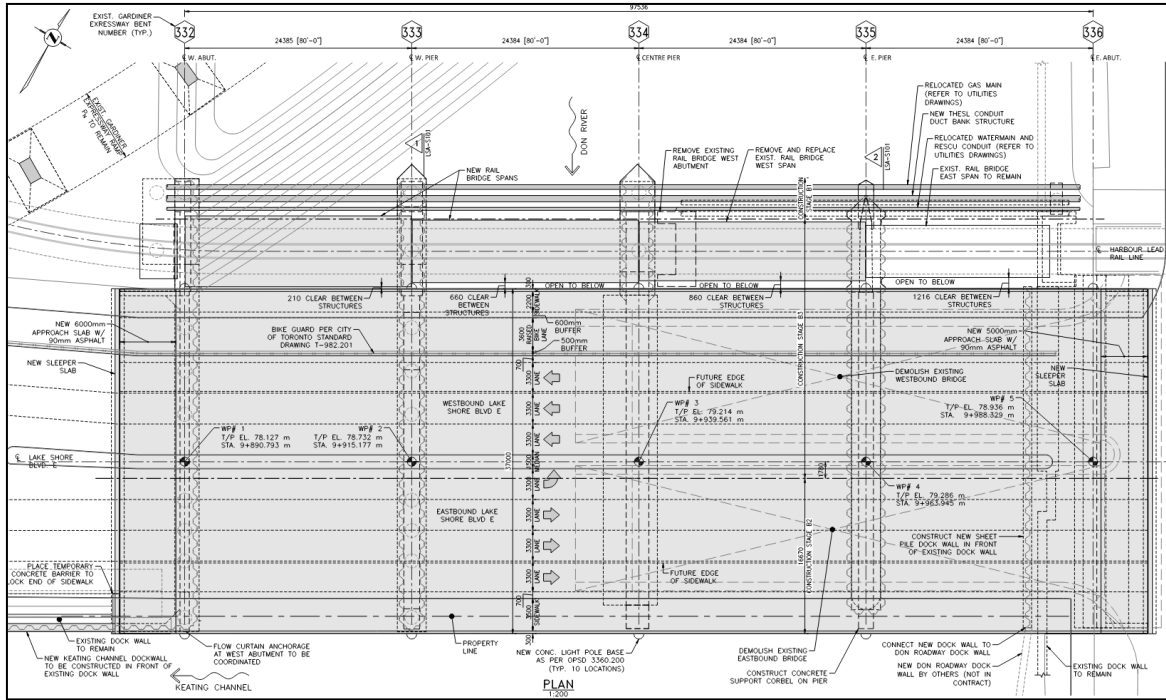
Scope for Lake Shore Bridge

- Construct two new spans to extend the Lake Shore Bridge and adjacent Rail Bridge
- Demolish and reconstruct the Lake Shore Bridge, including pedestrian and cycling infrastructure and enhanced public realm
- Relocate utilities (other than Enbridge Infrastructure which will be relocated by Enbridge as part of the Enbridge Project Work) from the existing Rail Bridge to accommodate extension of this structure and remove and dispose of any pipe that has been de-energized and abandoned by Enbridge.

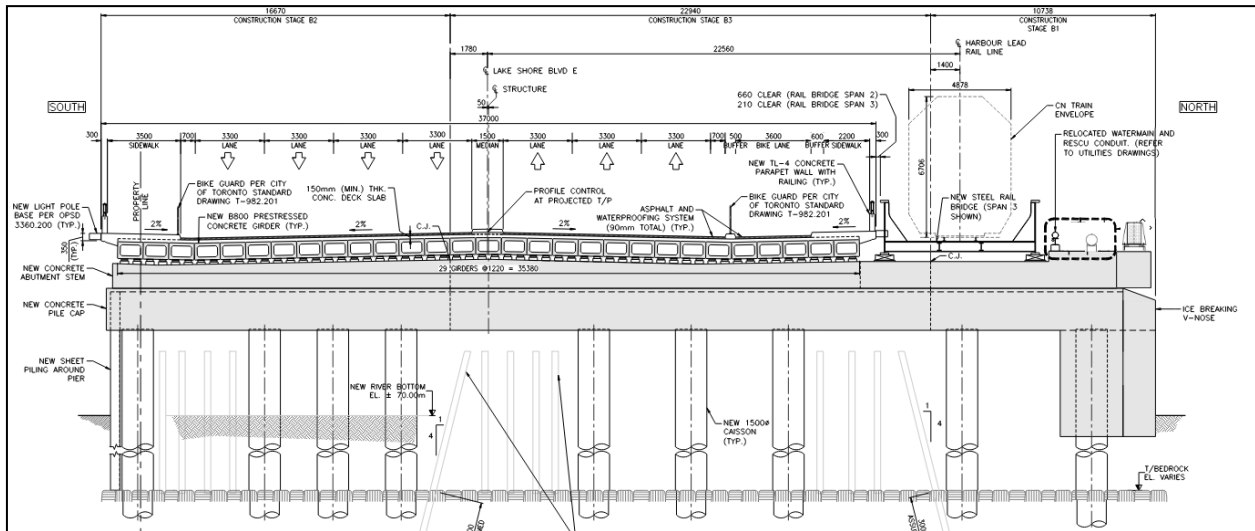
Plan view of bridge foundation design



Plan view of bridge Superstructure design



Placement of utilities on utility corridor



Appendix 2

Enbridge Project Work

See Attached

Enbridge Project Work

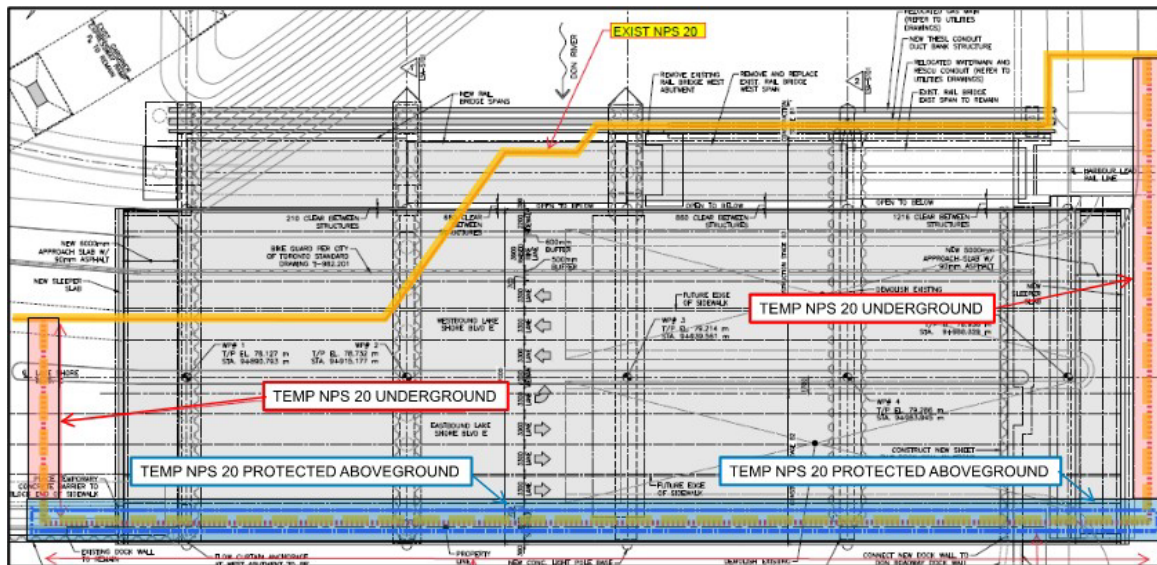
For purposes of this Agreement all documentation, plans, drawings, bills of materials, specifications pertaining to the Enbridge Project Work are referred to as the “Enbridge Project Work Plans”.

Temporary Relocation (Phase 1)

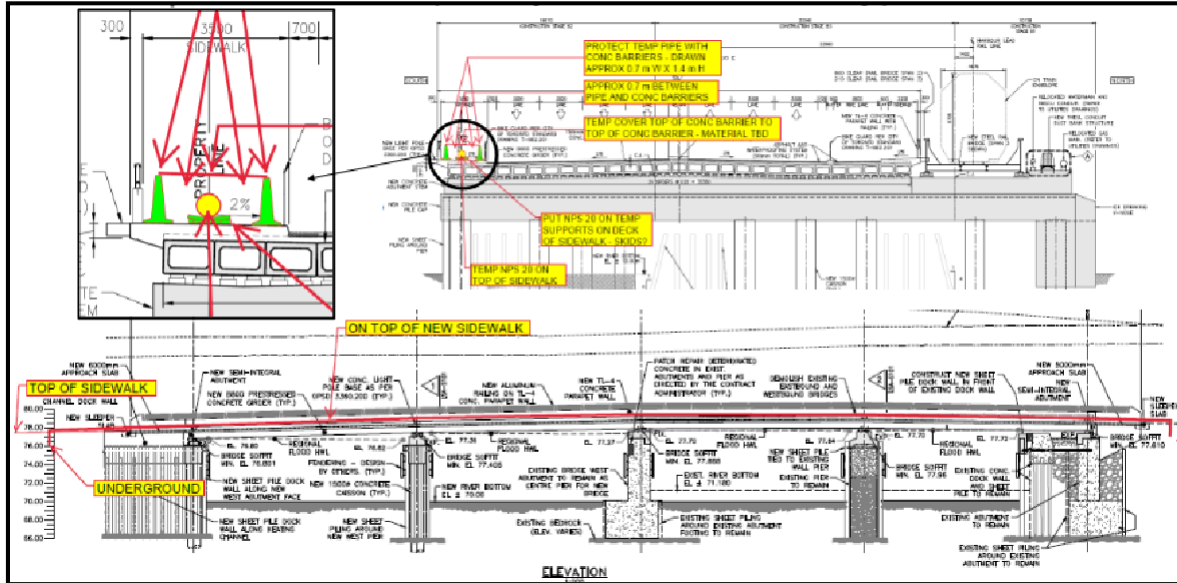
Scope

- Relocation facilitates construction of the westbound lanes of the new Lake Shore Bridge
- Temporary gas main will cross north-south under Lake Shore Blvd. E.
- Gas main will cross east-west via a temporary above-ground bypass on the south sidewalk of the new Lake Shore Bridge, connecting back to the existing pipeline on the west and east sides of the new bridge
- Following installation and energization of the temporary above ground by-pass, Enbridge will de-energize and abandon in place the applicable portions of the existing NPS 20 gas main. The abandoned pipe will subsequently be removed and disposed of by Waterfront Toronto as part of the Project.

Plan view of temporary above-ground bypass



Cross-section and elevation view for temporary above-ground bypass



Timelines

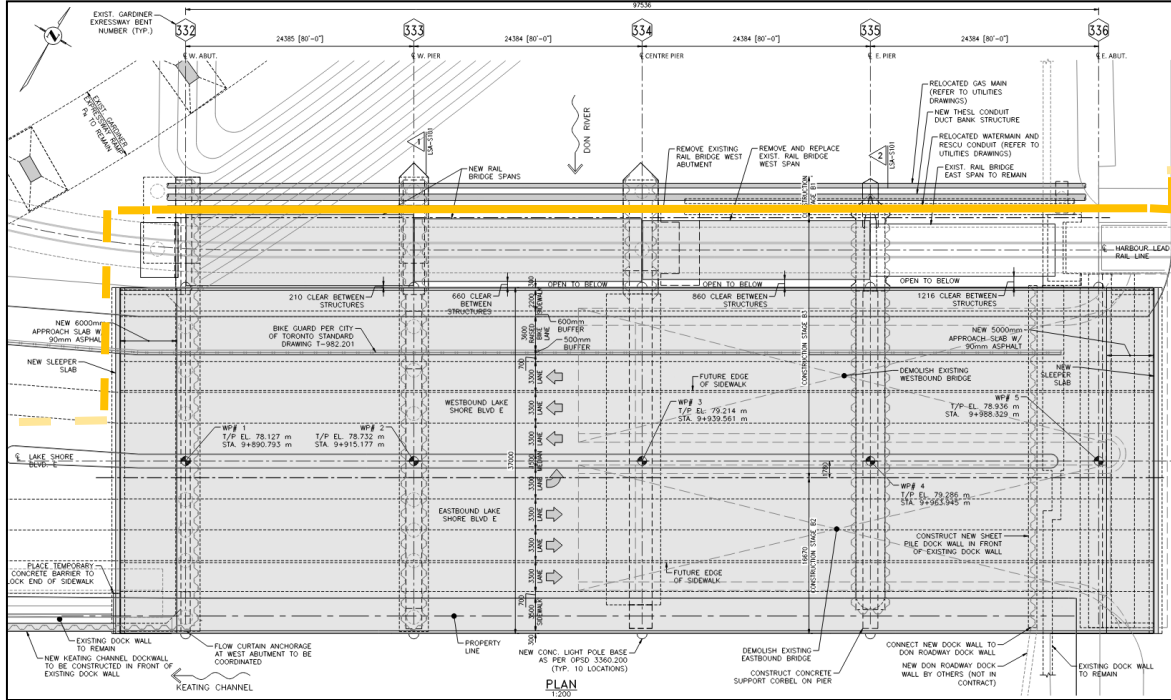
- Scheduled start date: January 2023
- Scheduled completion date: April 30, 2023

Permanent Relocation (Phase 2)

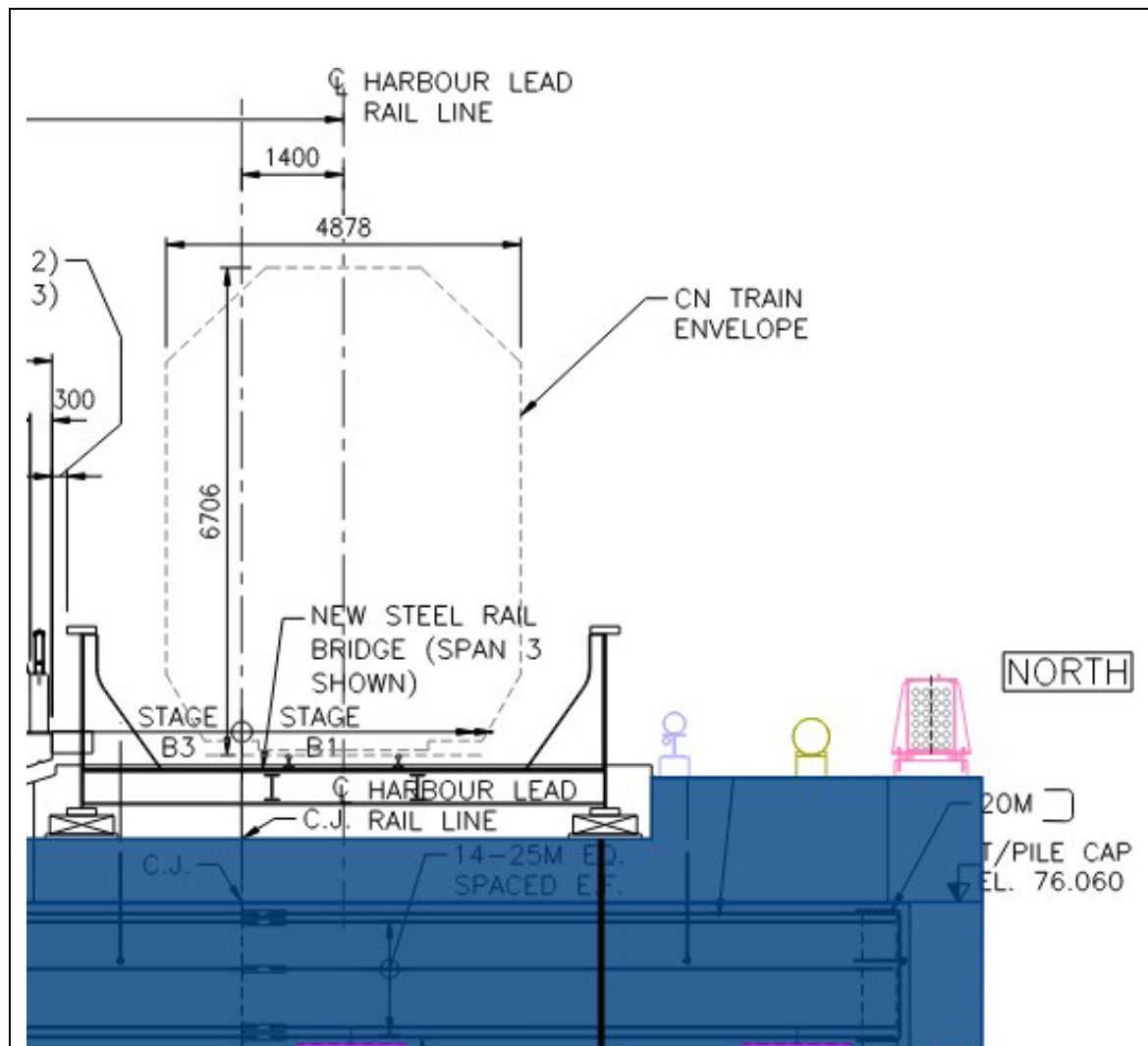
Scope

- Gas main will return to the utility corridor north of the railway bridge over the Don River

Plan view of bridge design with Highlighted relocated Gas Main



Placement of utilities on utility corridor



Timelines

- Temporary line will be de-energized and abandoned in place by Enbridge by August 31 2024 once the new permanent gas main is installed and energized by Enbridge
- Scheduled start: April 2024
- Scheduled completion: August 31, 2024

APPENDIX 3

Standard Conditions and Assumptions

The following are some of the conditions and assumptions which have been made by Enbridge in connection with the Enbridge Project Work. For certainty, any variation from these and other variables affecting the Enbridge Project Work may impact the Enbridge Project Work Plans associated with the relevant EGI Utility Work.

1. Conditions of EGI Utility Work:

In addition to any applicable requirements as set out in the Agreement, the following are the general conditions which must be met, and as applicable, be complied with by Waterfront Toronto, its general contractor and other third-party contractors in connection with the Enbridge Project Work.

- (a) Enbridge will be responsible for obtaining: (i) necessary permits to allow Enbridge to complete the Enbridge Project Work within the applicable municipal right-of-way, including any road-cut permits; and (ii) utility locates in connection with the Enbridge Project Work prior to commencing the Enbridge Project Work.
- (b) No changes shall be made or required to be made to any Enbridge Project Work Plans, without the prior written approval of Enbridge.
- (c) In circumstances where Enbridge is the constructor Enbridge shall determine all matters relating to site safety and occupational health and safety pertaining to the Enbridge Project Work including related requirements and obligations under federal and provincial laws and regulations (including under provincial TSSA and OHSAA legislation) and where Waterfront Toronto's general contractor is the constructor, the provisions of Section 2.2.1 of the Agreement shall apply.
- (d) All gas related work for the Project, including energization of the relocated gas mains, is to be conducted solely by Enbridge, and without interruption from or delay caused by other contractors or parties.

2. Required Site Conditions:

The following are some of the general site conditions which must be provided by Waterfront Toronto, the General Contractor or its other third-party contractors in connection with the Enbridge Project Work. For certainty, this is not intended to be an exhaustive list of such required site conditions, and Enbridge may identify from time to time other such conditions required for completion of the Enbridge Project Work.

- (a) Enbridge will require exclusive access to the Work Locations throughout completion of the Enbridge Project Work, including for inspection of all gas related work; which may include scheduling of access to a Work Location between Enbridge and Waterfront Toronto or its third-party contractors to ensure separation of time and space while the Enbridge Project Work is being completed.

3. Assumptions for Enbridge Project Work:

The following are some of the assumptions which have been made by Enbridge in connection with the Enbridge Project Work and the establishment of these standard conditions and assumptions.

- (a) Waterfront Toronto is responsible for all 'utility coordination' in respect of the Project, including for all Enbridge Project Work; without limiting the foregoing, Waterfront Toronto will vet all utility plans and drawings to ensure that there are no conflicts between such plans and drawings and the Enbridge Project Work Plans, and will verify that the Enbridge Project Work Plans can be used for the Enbridge Project Work. The Utility Corridor Design prepared by Waterfront Toronto must be reviewed and approved by Enbridge as acceptable for placement of the Enbridge Infrastructure.
- (b) Enbridge will obtain all permits and/or environmental approvals in connection the Enbridge Project Work, and including any municipal tree conservation requirements.
- (c) All soils are drillable with no rock excavation being required.
- (d) No environmental contamination of the Work Locations or other such issues are encountered.
- (e) A minimum of 0.6 m (horizontal) and 0.3m (vertical) clearance shall be available in all directions from existing buried utilities. Any deviation from the minimum clearances in all directions shall require prior written authorization from Enbridge.
- (f) The maximum permitted weight load (per axle) of any equipment and/or rail transit as applicable that may cross any Enbridge pipeline will not exceed the limitation specified in Enbridge's specifications document entitled, "Third Party Requirements in the Vicinity of Natural Gas Facilities", as the same may be amended from time to time.
- (g) EGI will be responsible for permanent hard surface restoration resulting from the Enbridge Project Work with the exception of Enbridge Project Work being completed within the Project where such restoration will only be temporary and with Waterfront Toronto and its General Contractor being responsible for permanent restoration.
- (h) Enbridge will be able to negotiate and obtain all temporary or permanent easements and working space as Enbridge may require in order to complete the Enbridge Project Work.
- (i) All Enbridge pipelines will be situated within either the public road allowance or private easements that have been obtained, as necessary or applicable.
- (j) All work will be completed:
 - (i) at a mutually acceptable time frame;
 - (ii) from Monday to Friday, inclusive;
 - (iii) between 7 am and 5 pm, but in accordance with the Municipal Consent Requirements and subject to any special arrangements between Enbridge and impacted land owners or customers; and

- (iv) not during any statutory holidays, shut down periods over Christmas and New Year's holidays, or during scheduled training sessions, in each case pursuant to Enbridge's third-party contractors' specifications.

- (k) In addition, various other environmental and other site conditions may impact on the costs and time required to complete the Enbridge Project Work, including such matters as weather, third-party utility locates, and permits and approvals required by third-parties (such as in respect of railway crossings) or governmental authorities (including, for example, applicable conservation authorities). Some of the assumptions that have been made by Enbridge in this regard, include the following:
 - (i) no severe weather conditions exist (at the sole discretion of Enbridge or its third-party contractor, work may be shut down for extreme weather conditions such as high humidity or temperature, extreme cold or snow, flooding, or any other weather conditions which Enbridge or its third-party contractor determine result in an unsafe working condition);
 - (ii) existing gas mains and services are to be abandoned in place and any subsequent removal and disposal of such abandoned gas mains and services shall be at the sole cost and expense of Waterfront Toronto and prior to such removal Waterfront Toronto shall first confirm the status of such abandonment by contacting Enbridge;
 - (iii) no conflicts with the municipal fire hydrant clearance policy;
 - (iv) no public awareness signage, such as electronic signs boards or other warning regarding the execution of the Enbridge Project Work;
 - (v) no Jersey barriers are required;
 - (vi) the Enbridge Project Work is to be scheduled and performed at a time when there are no street festivals, parades or other such activities in the immediate vicinity of the relevant Work Location;
 - (vii) the Enbridge Project Work on Lake Shore as part of Phase 1 of the Enbridge Project Work can be open-cut