



Eric VanRuymbeke
Sr. Advisor
Leave to Construct Applications
Regulatory Affairs

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

February 26, 2024

VIA EMAIL AND RESS

Nancy Marconi
Registrar
Ontario Energy Board
2300 Yonge Street, Suite 2700
Toronto, ON M4P 1E4

Dear Nancy Marconi:

**Re: Enbridge Gas Inc. (Enbridge Gas)
Ontario Energy Board (OEB) File: EB-2023-0260
Scarborough Subway Extension – Lawrence Ave. East Station Relocation
Project – Interrogatory Responses (Redacted)**

In accordance with the OEB's Procedural Order No. 1, dated January 26, 2024 enclosed please find the interrogatory responses for the above noted project.

In accordance with the OEB's *Practice Direction on Confidential Filings*, Enbridge Gas is requesting confidential treatment of the following exhibit. Details of the specific information and reasons for confidential treatment are set out below:

Exhibit	Confidential Information Location	Brief Description	Basis for Confidentiality
Exhibit I.STAFF.9 – Attachment 1		Personal Information	The redactions relate to the names and contact information of property owners. This information should not be disclosed in accordance with the <i>Freedom of Information and Protection of Privacy Act</i> . Pursuant to section 10 of the OEB's <i>Practice Direction on Confidential Filings</i> , such information should not be provided to parties to a proceeding.

The unredacted confidential attachment will be sent separately via email to the OEB.

The above noted submission has been filed electronically through the OEB's RESS.

If you have any questions, please contact the undersigned.

February 26, 2024
Page 2

Sincerely,

Eric VanRuymbeke
Sr. Advisor – Leave to Construct Applications

Cc: EB-2023-0260 Intervenor
Guri Pannu (Enbridge Gas Counsel)

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit B, Tab 1, Schedule 1, page 1

Preamble:

Enbridge Gas stated that the proposed project is required to eliminate conflicts with Metrolinx's Subway Extension construction while maintaining the ability to serve existing Enbridge Gas customers.

Question(s):

- a) Does Enbridge Gas expect the proposed project to serve additional loads in this area either now or in the future? If so, please provide details.

Response:

- a) The primary scope of the Project work is to maintain service to meet the current demands of the existing customers on the system. Growth is forecasted in the area of the Project, however, the current system has the capacity to support the growth. The current forecasted growth includes 178 residential and 34 commercial customers to be served directly or indirectly by the new sections of pipe.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit B, Tab 1, Schedule 1, page 7

Preamble:

Enbridge Gas provided a construction schedule for the proposed project. Enbridge Gas stated that the proposed project construction schedule has been developed to meet Metrolinx's timing for subway extension construction at Lawrence Ave East and McCowan Road.

Question(s):

- a) Is Enbridge Gas aware of any aspects of the Subway Extension construction that could potentially delay the commencement of construction of the proposed project? If so, please provide details and a description of any contingency plans that Enbridge Gas has considered should the project be delayed.
- b) Please discuss any associated risks and impacts if the proposed construction start and/or in-service dates for the proposed project are delayed.
- c) Please discuss the impact to the proposed construction schedule and in-service date if Enbridge Gas receives a decision and order from the OEB later than May 2024.

Response:

- a) No, Enbridge Gas is currently not aware of any aspects of the Scarborough Subway Extension project (SSE project) construction that could potentially delay the commencement of construction of the proposed Project.
- b) - c)

Metrolinx cannot install/construct pilings required for excavation of the Lawrence East Station site until Enbridge Gas's existing natural gas mains are relocated/removed. Therefore, if the construction start date for the Project is delayed, then Enbridge Gas's construction schedule and in-service date would be

similarly pushed out. Enbridge Gas expects that Metrolinx's SSE project schedule (specifically, works on the Lawrence East Station) would also be similarly delayed. Enbridge Gas is not privy to the specific impacts this would cause to the Metrolinx project.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit C, Tab 1, Schedule 1, pages 5-8

Preamble:

Enbridge Gas provided a discussion of the route/facility alternatives that it considered. Enbridge Gas stated that based on its assessment, it determined that the proposed project is the optimal solution to meeting the identified customer need as it represents the lowest total project cost to resolve conflicts identified by Metrolinx's subway extension project.

Question(s):

- a) Please provide estimated costs for the alternatives described by Enbridge Gas in its application.

Response:

- a) The estimated cost for Alternative #1 to avoid the conflict with the Metrolinx proposed station by abandoning existing assets without relocation, as identified by Enbridge Gas in Exhibit C, Tab 1, Schedule 1, page 5, paragraph 9.a. is provided in Table 1. Enbridge Gas deemed this alternative to be not feasible due to the operational risks associated with the gas main abandonment leaving customers such as the Scarborough General Hospital and others one way fed.

Table 1
Alternative #1 Estimated Cost

<u>Description</u>	<u>Cost</u>
Material	\$ 27,628
Labour & Construction	\$ 295,041
Outside Services (Consulting, Professional Services)	\$ 0
Contingency	\$ 80,667.24
Sub-Total	\$ 403,336
Direct Overhead	\$ 1,658
Indirect Overhead	\$ 141,168
Interest During Construction	\$ 4,826
Total Project Cost	\$ 550,988

The estimated cost for Alternative #2 to avoid the conflict with the Metrolinx proposed station by relocating existing assets with like for like pipe size, as identified by Enbridge Gas in Exhibit C, Tab 1, Schedule 1, page 5, paragraph 9.b. is provided in Table 2.

Table 2
Alternative #2 Estimated Cost

<u>Description</u>	<u>Cost</u>
Material	\$ 83,698
Labour & Construction	\$ 1,814,700
Outside Services (Consulting, Professional Services)	\$ 271,329
Contingency	\$ 542,431
Sub-Total	\$ 2,712,159
Direct Overhead	\$ 5,021
Indirect Overhead	\$ 949,255
Interest During Construction	\$ 36,188
Total Project Cost	\$ 3,702,625

Please see the response to Exhibit I.STAFF-4 for the updated cost estimate for Alternative #3, the proposed Project.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit E, Tab 1, Schedule 1, pages 1, 2
Exhibit C, Tab 1, Schedule 1, page 2

Preamble:

Enbridge Gas stated that the total cost of the project is estimated to be \$3.35 million. Enbridge Gas stated that Metrolinx will reimburse Enbridge Gas through a Contribution in Aid of Construction (CIAC) for the project costs.

Enbridge Gas and Metrolinx's Subway Extension contractor (Metrolinx Contractor) have entered into a Utility Work Agreement (UWA). Under the UWA, the Metrolinx Contractor assumes full cost responsibility and will reimburse Enbridge Gas for all its actual costs and expenses incurred in completing the project.

Enbridge Gas stated that the details, scoping of work, and cost for the future permanent relocation is not known at this time because it is dependent on Metrolinx's construction activities and schedule for completing the Subway Extension. Enbridge Gas noted that Metrolinx will be reimbursing Enbridge Gas for the cost of this permanent relocation as well.

Question(s):

- a) Please advise whether the CIAC will cover the actual final project costs in the event that the actual costs exceed the estimated total project costs of \$3.35 million. If not, please explain how Enbridge Gas expects to manage any additional costs that exceed the estimated costs.
- b) Please confirm whether Enbridge Gas currently has an agreement with Metrolinx that confirms that Metrolinx will reimburse Enbridge Gas for the cost of the permanent relocation of the assets? If not, please explain the basis of Enbridge Gas's assertions regarding the reimbursement by Metrolinx for the permanent relocation costs.

Response:

- a) The estimated total project cost for the Project has increased from \$3.35 million to \$3.55 million, because of additional ancillary costs related to a service relay to the Scarborough General Hospital that was previously not identified to Enbridge Gas as a conflict by Metrolinx prior to the filing of the Application on November 7th, 2023. See below for an updated Table 1 including the new ancillary cost and totals to replace Table 1 of Exhibit E, Tab 1, Schedule 1.

Enbridge Gas confirms that the Contribution in Aid of Construction (CIAC) will cover the actual final Project Costs in the event that they exceed estimated total Project costs.

Table 1
Estimated Project Costs (\$CAD)

<u>Item No.</u>	<u>Description</u>	<u>Pipeline Costs</u>	<u>Ancillary Costs</u>	<u>Total</u>
1	Material	48,972	1,070	50,042
2	Labour and Construction	1,719,120	116,330	1,835,450
3	Outside Services (Consulting, Professional Services)	195,800	0	195,800
4	Contingency	490,973	29,350	520,323
5	Sub-Total	2,454,865	146,750	2,601,615
6	Interest During Construction	29,285	1,749	31,034
7	Direct Overheads	2,938	64	3,002
8	Indirect Overheads	859,203	51,363	910,566
9	Total Project Costs	3,346,291	199,926	3,546,217
10	Less: CIAC	(3,346,291)	(199,926)	(3,546,217)
11	Net Project Costs	0	0	0

- b) Enbridge Gas currently has an agreement with Metrolinx and Metrolinx's Project Contractor that confirms that Metrolinx will reimburse Enbridge Gas for the cost of the permanent relocation of the assets.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit D, Tab 1, Schedule 1, page 4

Preamble:

Enbridge Gas stated that once the new pipelines are placed into service, the existing pipe will be abandoned in place and sections of the abandoned pipeline may be removed by other parties in the future as part of ongoing Subway Extension or other construction works.

Question(s):

- a) Why has Enbridge Gas chosen to abandon existing pipe rather than removing the respective pipe?
- b) Please provide the abandonment costs for the pipe that Enbridge Gas is proposing to abandon in-place?
- c) Is the pipe that Enbridge Gas proposing to abandon located in the road allowance?
- d) What arrangements or agreements have been reached with the municipality and/or private landowners regarding the proposed abandonment of pipe in place?
- e) Please advise whether Enbridge Gas could potentially be responsible for any removal costs associated with any future removal of the abandoned pipe?

Response:

- a) Abandonment in place is permitted under the CSA Z662 and it is the standard construction practice of Enbridge Gas. Physical removal of abandoned pipe is not typical unless it is required as part of a project's scope of work. In this instance, any abandoned pipe that requires removal as part of Metrolinx's scope of work will be the responsibility of the Metrolinx Contractor.

- b) The estimated abandonment costs for the pipe that Enbridge Gas is proposing to abandon in place are:
- Abandonment costs = \$189,257
- c) Yes, the pipelines that are proposed to be abandoned are located within the municipal road allowance.
- d) No agreements with the municipality or landowners are required in order to abandon pipeline assets in place.
- e) Enbridge Gas does not anticipate that it would be responsible for the costs of removing abandoned pipe. Based on the Company's prior experiences, abandoned pipe is removed by a third party (including municipalities) without charging the costs to Enbridge Gas. As stated in part a), physical removal of abandoned pipe is not typical unless it is explicitly required as part of a project's scope of work, which is not the case for the proposed Project.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit E, Tab 1, Schedule 1, page 2,3 and Table 2

Preamble:

Enbridge Gas stated that the project cost estimate includes a 25% contingency applied to all direct costs and that this contingency amount has been calculated based on the risk profile of the proposed project and is consistent with contingency amounts calculated for similar Enbridge Gas projects in the past.

Question(s):

- a) Please provide examples of other OEB approved Enbridge Gas projects, with similar contingency amounts, as referenced in the evidence.
- b) Please provide a narrative on the aspects of risk profile of the proposed project that results in the proposed 25% contingency amount and how these aspects compare to other relevant past projects.
- c) Did Enbridge Gas use some or all of the estimated contingency amounts in these past projects?

Response:

- a) Table 1 provides examples of other Enbridge Gas projects with similar contingency amounts.

Table 1
Project Contingency Comparison

<u>Case #</u>	<u>Project Name</u>	<u>Assumed Contingency</u>
EB-2022-0247	Kennedy Station Relocation	25%
EB-2022-0003	NPS 20 Waterfront Relocation	30%
EB-2019-0006	St. Laurent Pipeline Project	25%
EB-2018-0096	Liberty Village Pipeline	25%

- b) The proposed Project cost estimate is comprised of various components identified and costed depending on the stage of the project. Currently, this Project is at the Design and Procurement phase, and a detailed Enbridge Gas relocation drawing with a bill of materials and established method of construction has been developed. As a result, Enbridge Gas is able to complete a Class 3 estimate for this Project.

As part of Enbridge Gas's Cost Estimating and Management Standard, the total risk score for transit relocation projects is the highest possible score, which for a Class 3 estimate suggests a contingency percentage of 25%. These contingency guidelines take a risk-based approach to assigning contingency which allows for variance ranges to be committed for each project based on their specific risks.

As the proposed relocation Project is being driven by the Metrolinx Scarborough Subway Extension (SSE) project, there are various external risks that exist in addition to the typical risks associated with Enbridge Gas's other relocation projects, including (but not limited to):

- other third-party utility relocations (e.g., hydro, watermain, sanitary relocations, etc. in the area)
- heavy civil transit infrastructure work for the subway
- time and space coordination with other contractors working in the area that warrants a very tight install tolerance, and strict project coordination for field changes and approvals.

Additionally, the data that is provided by Metrolinx to Enbridge Gas as the basis for the relocation drawing may not be 100% accurate in terms of the utility information (locations, depths, etc.), and as a result, Enbridge Gas must take this risk on during the design and construction phase.

Similar to the projects in Table 1, the risk aspects contributing to the 25%+ contingency included complex utility relocations in congested highly urbanized environments (the City of Toronto and the City of Ottawa). These risk aspects included underground issues (e.g., utility conflicts and subsurface conditions such as rock and soil quality), working space requirements, the possibility of delays due to weather, significant congestion with traffic, limited working hours, and lane closing restrictions.

- c) Table 2 indicates the amount of contingency used by Enbridge Gas in the comparable projects presented in part a) above.

Table 2
Contingency Usage in Past Projects

<u>Case #</u>	<u>Project Name</u>	<u>Amount of Contingency Used¹</u>
EB-2022-0247	Kennedy Station Relocation	None, as construction has not started.
EB-2022-0003	NPS 20 Waterfront Relocation	Unknown, as construction is currently in progress.
EB-2019-0006	St. Laurent Pipeline Project	All
EB-2018-0096	Liberty Village Pipeline	All

¹ Based on a comparison of actual to budgeted costs in the Post-Construction Financial Report on Costs and Variances.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit F, Tab 1, Schedule 1, page 3 and Environmental Report, Appendices F-1, F-2, F-3 2

Preamble:

Enbridge Gas stated that the Environmental Report (ER) was circulated to the Ontario Pipeline Coordinating Committee (OPCC), Municipalities, Conservation Authorities, and Indigenous communities on June 15, 2023, with a request for comments by July 28, 2023. Enbridge Gas filed the comments received on the ER in Appendix F-2.

Question(s):

- a) Please file an update of the comments provided in Appendix F-2 (summarized in tabular format) that Enbridge Gas has received as part of its consultation since the application was filed, including the supporting documentation, i.e. email correspondence that is referenced. Please include the dates of communication, the issues and concerns identified by the parties, as well as Enbridge Gas's responses and actions to address these issues and concerns.
- b) Please provide an update on the status of the TSSA's review of the project, including any relevant correspondence confirming that the TSSA has reviewed the design of the proposed facilities and found them to be compliant with the requirements of the Canadian Standards Authority standard CSA Z662.

Response:

- a) Enbridge Gas has received no additional comments as part of its consultation on the Environmental Report since the Project Application was filed.
- b) Please see Attachment 1 to this response for a copy of the *Application for Review of Pipeline Project*, and Attachment 2 to this response for a copy of the Technical Standards and Safety Authority (TSSA) correspondence in relation to this Application.

TSSA has completed the review of this Project. As of November 7th, 2023, the TSSA has confirmed Enbridge Gas's responses to the TSSA's review are satisfactory and have asked Enbridge Gas to notify the TSSA once the Project commences to coordinate the TSSA audit of the Project.



Technical Standards and Safety Authority
345 Carlingview Drive
Toronto, Ontario M9W 6N9
Tel: 416.734.3300
Fax: 416.734.3202
Customer Service: 1.877.682.8772
Email: fssubmissions@tssa.org
www.tssa.org

Please submit completed application and supporting documentation by mail, fax, or email (in pdf format).

Project Name or Title: _____

Required Documentation (eligible PDFs are acceptable)

Design and piping specifications related to the project

Calculation of High consequence area

Project time-line related to design and construction (approximate dates are acceptable)

Length of pipeline project: _____ KM Diameter of Pipe: NPS _____

Pipe Material and its Standard _____

Pipe wall thickness _____

NPS 8 Pipe PE CSA B137.4 W.T. 16.23mm MIN
NPS 12 Pipe ST CSA Z245.1 W.T. 6.4mm MIN

Stress level on pipe wall based on the design pressure; S/SMYS _____ %

Maximum Operating Pressure: _____ kPa

TSSA Transmission or Distribution license number: _____

For Office Use Only

A. APPLICANT

Company Name:		Corporation No.:	
Street Name / 911 Number/Address, if applicable:			
Unit/Suite:		PO Box:	
City/Town:	Province:	Postal Code:	
Telephone No.:	Fax No.:	Cell No.:	
Email:			
Print Name of Contact Person:			

B. LOCATION ADDRESS: Start and end location of the pipeline project (if applicable)

C. TECHNICAL CONTACT

Same as: ☐ A ☐ D

(Company should communicate regarding engineering and inspection approval on behalf of the owner.)

Company Name:			
Street Name / 911 Number/Address, if applicable:			
Unit/Suite:		PO Box:	
City/Town:	Province:	Postal Code:	
Telephone No.:	Fax No.:	Cell No.:	
Email:			
Print Name of Contact Person:			

Note: It is illegal to use an appliance, equipment, or work for its intended purpose unless it is approved.
Please note that this approval may be revoked or suspended if the relevant review and inspection fees are not paid in full.



Technical Standards and Safety Authority
345 Carlingview Drive
Toronto, Ontario M9W 6N9
Tel: 416.734.3300
Fax: 416.734.3202
Customer Service: 1.877.682.8772
Email: fssubmissions@tssa.org
www.tssa.org

Location Address:

D. INVOICEE

(Company responsible for fees invoiced for approval including engineering and inspection fees.)

Company Name

Street Name/911 Number/Address, if applicable

Unit/Suite:

PO Box:

City/Town:

Province:

Postal Code:

Telephone No:

Fax No:

Cell No:

Email:

Print Name of Contact Person:

Signature of Contact Person

Johnny Ton

FEES

(HST Registration No: 891131369)

Select	Service	Fee Type	Engineering	HST	Fee (Including HST)	Total Fees Due
	Engineering (up to 4 hours included)	Minimum*	\$ 533.50	\$ 69.36	\$ 602.86	
	Expedited Services**					
	Expedited Engineering Services (Additional charge to engineering review per site application)	Flat	\$ 533.50	\$ 69.36	\$ 602.86	
	Expedited Inspection Service (invoiced separately at 2 x standard rates)					

Total Fees Due

1

If paying by credit card, value in Box 1 to be entered in TSSA Service Prepayment Portal

All required fees must be prepaid for application to be processed. Fees are non-refundable.
For payment options, see Payment Instructions

*All minimum fees include specified hours. Excess time above the specified included hours will be billed in 1/4 hour increments at the applicable hourly labour rate based on TSSA's posted fee schedule. All labour rates are per inspector or engineer.

Inspection services, if applicable, will be invoiced separately

****Expedited Services**

Expedited service fees are non-refundable

Expedited services places your application in an expedited service line

Expedited inspection services (inspection & travel time included in the flat fee, plus any excess hours) will be billed at 2 x the standard inspection rate.

Legal Disclaimer - The owner agrees to indemnify and hold harmless the Technical Standards and Safety Authority, its employees, agents, successors and assigns from any and all damages, actions, suits, claims or loss arising from the granting of this variance. In the event of claims made against TSSA arising from the granting of this variance, the owner accepts, on demand, to defend such actions on behalf of TSSA and to assume any costs, legal or otherwise, for the defense or settlement of such claims. Failure to comply with any of the terms and conditions of the variance voids the variance.



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Customer Service: 1.877.682.8772
Email: fssubmissions@tssa.org
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PAYMENT INSTRUCTIONS

TSSA use only	L #	CH #
WO # _____		

If paying by cheque, bank draft, money order, this form must accompany all applications submitted to TSSA. A separate payment form is required for each application. Please refer to our fee schedule posted on our website www.tssa.org. HST Registration No: 891131369.

Payment Options:

Credit Card - Click link below

[TSSA Service Prepayment Portal](https://forms.tssa.org/Payments/Service-Prepayment-Portal)

<https://forms.tssa.org/Payments/Service-Prepayment-Portal>

Cheque, Bank Draft or Money Order (payable to Technical Standards and Safety Authority)

Name of Applicant/Organization:

Telephone No:

Email Address:

Cheque/Bank Draft/Money Order #: _____

Mail payment along with a copy of your application to:

Attention: Accounts Receivable
Technical Standards and Safety Authority
345 Carlingview Drive
Toronto, Ontario M9W 6N9

If a copy of the application is not submitted with your payment, this will delay the processing of the application.

Dishonored Payments: A \$35 administration fee will apply for each returned item

Bonnie Adams

From: Johnny Ton
Sent: Tuesday, November 7, 2023 11:34 AM
To: Ramona Santiago
Cc: prdfsnotifications; Robin Yu; Michelle Walker
Subject: RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

Hi Ramona,

Thank you for your review and response.

I have made a note in our files to contact TSSA once the project begins so that we can coordinate the audit as required.

Thank you,

Johnny Ton, P.Eng., PMP
Transit Sr. Project Manager
Capital Development and Delivery

ENBRIDGE
CELL: 416-708-7868
101 Honda Blvd, Markham, ON L6C 0M6
enbridge.com
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From: Ramona Santiago <rsantiago@tssa.org>
Sent: Tuesday, November 7, 2023 11:23 AM
To: Johnny Ton <JOHNNY.TON@enbridge.com>
Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>; Michelle Walker <Michelle.R.Walker@enbridge.com>
Subject: [External] RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

CAUTION! EXTERNAL SENDER

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Hi Johnny,

Thanks for letting me know of these changes.

Your responses look good from TSSA's point of view.

Once the project commences, could you please notify me in order to coordinate the TSSA audit of the project based on the responses?

Please let me know if you have any questions.

Thank you,



Ramona Santiago | Engineer, Fuels

Fuels

345 Carlingview Drive

Toronto, Ontario M9W 6N9

Tel: +1 416-734-3456 | Cell: +1 416 518-2875 | E-Mail: rsantiago@tssa.org

www.tssa.org



Winner of 2023 5-Star Safety Cultures Award

From: Johnny Ton <JOHNNY.TON@enbridge.com>

Sent: October 20, 2023 2:48 PM

To: Ramona Santiago <rsantiago@tssa.org>

Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>; Michelle Walker <Michelle.R.Walker@enbridge.com>

Subject: RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

Good afternoon Ramona,

Hope you are doing well!

I'm emailing the TSSA to inform them of a change to the drawing for this TSSA application review. Please see attached PDF.

You will note that the only change is a downsize in the proposed pipe sizes for the NPS 12 SC HP GM to an NPS 6 SC HP GM, and for the NPS 8 PE IP GM to an NPS 4 PE IP GM. All other aspects of the design (alignment, location, depths, etc) have remained the same.

If you could please let me know if this will impact the TSSA's review or not, that would be great. I am more than happy to answer any questions you may have.

Kind regards,

Johnny Ton, P.Eng., PMP

Transit Sr. Project Manager

Capital Development and Delivery

ENBRIDGE

CELL: 416-708-7868

101 Honda Blvd, Markham, ON L6C 0M6

enbridge.com

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From: Johnny Ton <JOHNNY.TON@enbridge.com>
Sent: Wednesday, August 2, 2023 3:54 PM
To: Ramona Santiago <rsantiago@tssa.org>; Elis Lamaj <elis.lamaj@enbridge.com>
Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>
Subject: RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

Hi Ramona,

Of course we can do that; I will leave a note in our project files to notify the TSSA when the project begins and then at that time we can coordinate with you and Robin an appropriate date to complete the audit.

Thanks,

Johnny Ton, P.Eng., PMP
Transit Sr. Project Manager
Capital Development and Delivery

ENBRIDGE
CELL: 416-708-7868
101 Honda Blvd, Markham, ON L6C 0M6
enbridge.com
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From: Ramona Santiago <rsantiago@tssa.org>
Sent: Tuesday, August 1, 2023 1:00 PM
To: Johnny Ton <JOHNNY.TON@enbridge.com>; Elis Lamaj <elis.lamaj@enbridge.com>
Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>
Subject: [External] RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

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Hi Johnny,

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Once the project commences, could you please notify me in order to coordinate the TSSA audit of the project based on the responses?

Please let me know if you have any questions.

Thanks,



Ramona Santiago | Engineer, Fuels

Fuels
345 Carlingview Drive
Toronto, Ontario M9W 6N9
Tel: +1 416-734-3456 | Cell: +1 416 518-2875 | E-Mail: rsantiago@tssa.org
www.tssa.org



Winner of 2023 5-Star Safety Cultures Award

From: Johnny Ton <JOHNNY.TON@enbridge.com>
Sent: Tuesday, July 25, 2023 9:11 AM
To: Ramona Santiago <rsantiago@tssa.org>; Elis Lamaj <elis.lamaj@enbridge.com>
Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>
Subject: RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

Good morning Ramona,

My apologies; when I see WO, I think of Enbridge WO#, but 8199643 is a reference to the TSSA WO#.

These projects are both related as they fall under the same SSE portfolio for Metrolinx, however, they are two different relocation projects at different locations. They do not depend on each other in terms of network / gas availability, and can be constructed independent of one another. The reasoning behind both of these relocations are the same however, as it is required to clear conflicts for Metrolinx's SSE.

Thanks,

Johnny Ton, P.Eng., PMP
Transit Sr. Project Manager
Capital Development and Delivery

ENBRIDGE
CELL: 416-708-7868
101 Honda Blvd, Markham, ON L6C 0M6
enbridge.com
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From: Ramona Santiago <rsantiago@tssa.org>
Sent: Monday, July 24, 2023 6:02 PM
To: Johnny Ton <JOHNNY.TON@enbridge.com>; Elis Lamaj <elis.lamaj@enbridge.com>
Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>
Subject: [External] RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

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Hi Johnny,

WO# 8199643 is for the SSE Kennedy Station Project.

Does this project (SSE Lawrence East Station Project) relate to it in any way?

Thanks,



Ramona Santiago | Engineer, Fuels

Fuels

345 Carlingview Drive

Toronto, Ontario M9W 6N9

Tel: +1 416-734-3456 | Cell: +1 416 518-2875 | E-Mail: rsantiago@tssa.org

www.tssa.org



Winner of 2023 5-Star Safety Cultures Award

From: Johnny Ton <JOHNNY.TON@enbridge.com>

Sent: Monday, July 17, 2023 11:12 AM

To: Ramona Santiago <rsantiago@tssa.org>; Elis Lamaj <elis.lamaj@enbridge.com>

Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>

Subject: RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

Good morning Ramona,

With regards to WO# 8199643, I don't see a record of this in the system, so I'm unable to provide comment. Can you let me know where you saw this WO reference?

Please see below for my updated responses to Question #21 in **red**.

Thanks,

Johnny Ton, P.Eng., PMP

Transit Sr. Project Manager

Capital Development and Delivery

ENBRIDGE

CELL: 416-708-7868

101 Honda Blvd, Markham, ON L6C 0M6

enbridge.com

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From: Ramona Santiago <rsantiago@tssa.org>

Sent: Friday, July 14, 2023 3:48 PM

To: Johnny Ton <JOHNNY.TON@enbridge.com>; Elis Lamaj <elis.lamaj@enbridge.com>

Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>

Subject: [External] RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

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Hi Johnny,

Thanks for providing the responses. Could you please respond to the follow up question below?

- How does this project relate to WO - 8199643?

As for question 21 "Could you please confirm that all components that come into contact with the service fluid are compatible with the service fluid?" , the service fluid in question would be the fluid flowing in the pipeline.

Based on your response to question 5, "What fuel will the proposed pipelines carry?", the service fluid would be natural gas.

Thank you!



Ramona Santiago | Engineer, Fuels

Fuels

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Winner of 2023 5-Star Safety Cultures Award

From: Johnny Ton <JOHNNY.TON@enbridge.com>

Sent: Thursday, July 13, 2023 1:23 PM

To: Ramona Santiago <rsantiago@tssa.org>; Elis Lamaj <elis.lamaj@enbridge.com>

Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>

Subject: RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

Good afternoon Ramona,

Thank you for reaching out so soon, much appreciated.

Please see below for my responses in red. Attached is also a copy of the latest drawing at this location.

Let me know if you have any questions during your review and I can go over with you as required.

Thanks,

Johnny Ton, P.Eng., PMP
Transit Sr. Project Manager
Capital Development and Delivery

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101 Honda Blvd, Markham, ON L6C 0M6
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From: Ramona Santiago <rsantiago@tssa.org>
Sent: Monday, July 10, 2023 4:49 PM
To: Johnny Ton <JOHNNY.TON@enbridge.com>; Elis Lamaj <elis.lamaj@enbridge.com>
Cc: prdfsnotifications <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>
Subject: [External] RE: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

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Hi Johnny,

Could you please respond to the following questions as part of your application?

1. Please describe the scope of this project. Please indicate what is in scope and what is out of scope. Please show this in a diagram if applicable. The scope of the work for the SSE Lawrence East Station project is 77 m of NPS 8 PE IP gas main relocation and 268 m of NPS 12 SC HP gas main relocation. Please refer to the attached drawing (MWO# 33545334)
2. Does this project have an OEB file number? If so, please provide OEB file number, or the link in OEB website, for this project. This project does not have an OEB file number as it has not yet been filed with the OEB. We are currently scheduled to file to the OEB in September 2023
3. What is the purpose of this project? Why is the project being undertaken? The Enbridge gas main relocation at Lawrence Ave East and McCowan Road for the SSE Lawrence East Station project is being requested by Metrolinx to resolve a future conflict with the proposed Metrolinx Scarborough Subway Extension Lawrence East Station at the same intersection
4. Please provide the link to the environmental study report, if available. The Environmental Report that was completed by Enbridge and our consultants is currently being reviewed prior to finalizing the report. Once the report has completed reviews and is finalized, we can provide the TSSA with a copy as required.
5. What fuel will the proposed pipelines carry? Natural gas
6. How many customers will be covered under this project for natural gas delivery? No customers are impacted by the gas main relocation, but the overall reconfiguration of the gas mains is required to maintain current service levels for the existing network for downstream customers
7. What fuel are the affected customers using right now, propane, natural gas, or other fuel? Natural gas for Enbridge Gas customers

8. Please provide a High Consequence Area study, if applicable for this application **No High Consequence Area studies were completed for this application.**
9. Please confirm that this project will be designed, constructed, inspected, and maintained, in accordance with CSA Z662-19 (Oil and Gas Pipeline Systems). **Yes, the project will be designed and constructed in accordance to CSA Z662-19 (Oil and Gas Pipeline Systems)**
10. Please confirm that this project will be designed, constructed, inspected, and maintained, in accordance with Enbridge's construction and maintenance procedures. **Yes, the project will be design and constructed in accordance to Enbridge's own standards and manuals.**
11. Please provide the design and piping specifications related to this project. **Please refer to the attached drawing (MWO# 33545334)**
12. What is the length of the proposed pipeline installation? **Please refer to the attached drawing (MWO# 33545334)**
13. What is the pipe material and its standards? **Please refer to the attached drawing (MWO# 33545334)**
14. What are the pipe wall thicknesses? **Please refer to the attached drawing (MWO# 33545334)**
15. What is the maximum operating pressure of the pipeline systems related to this project?
 - a. **Intermediate Pressure, 55 psi (379 kPa)**
 - b. **High Pressure, 175 psi (1207 kPa)**
16. When is the approximate date for the completion of this project and natural gas delivery to the customers? **The approximate construction completion date is December 2023 based on the latest schedule**
17. Appliance inspection and suitability of the appliances for natural gas delivery is very important. When will the appliance inspection report will be available to confirm that it has been inspected that the appliances are suitable for natural gas use? **No appliance inspection reports will be completed as there are no customer services impacted as part of this project**
18. Will excess flow valve(s) be installed for the new customers as part of this project? **No excess flow valves are to be installed for new customers as there are no customer services impacted as part of this project**
19. Please provide the construction schedule of this project. As part of audit of this project, TSSA might select to witness pressure test of some lines. **Based on the latest schedule, Enbridge's tentative start date is September 2023 and tentative completion date is December 2023**
20. Could you please confirm that all pressure carrying components are rated for the design and test pressure that they are exposed to? **All pressure carrying components will be rated for the design and test pressure they are exposed to. Prior to energizing the gas main, a pressure test is completed to ensure these components are rated for their design and operational pressures.**
21. Could you please confirm that all components that come into contact with the service fluid are compatible with the service fluid? **The Enbridge gas main pipe and pipe fittings are compatible to handle the natural gas product it carries.**
22. Could you please confirm that all environmental permits and approvals will be obtained for this project? **Correct, all environmental permits and approvals will be obtained prior to the start of this project.**

Please let me know if you have any questions or concerns.

Thank you,



Ramona Santiago | Engineer, Fuels

Fuels

345 Carlingview Drive

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----- Original Message -----

From: JOHNNY TON <johnny.ton@enbridge.com>;

Received: Thu Jun 29 2023 09:58:04 GMT-0400 (Eastern Daylight Time)

To: prdfsnotifications@tssa.org <prdfsnotifications@tssa.org>; Robin Yu <ryu@tssa.org>;

Cc: elis.lamaj@enbridge.com;

Subject: RE: Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

[CAUTION]: This email originated outside the organisation.

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Hi there,

Thank you for the update.

I look forward to hearing back from Robin Yu with regards to the TSSA review of the SSE Lawrence gas main relocation project.

@Robin Yu, please let me know if you have any questions at any time during the review. Please note this relocation project falls within the same portfolio as the Scarborough Subway Extension Kennedy relocation project, which the TSSA is currently also reviewing at this time, and which we met recently to discuss.

Regards,

Johnny Ton, P.Eng., PMP

Transit Sr. Project Manager

Capital Development and Delivery

ENBRIDGE

CELL: 416-708-7868

101 Honda Blvd, Markham, ON L6C 0M6

enbridge.com

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From: prdfsnotifications <prdfsnotifications@tssa.org>

Sent: Wednesday, June 28, 2023 9:03 AM

To: Johnny Ton <JOHNNY.TON@enbridge.com>; Accounts Payable EGDI <Accounts.Payable.EGDI@enbridge.com>; Robin Yu <ryu@tssa.org>

Subject: [External] Confirmation of Engineering Assignment WO - 14036134 TSSA:0000338025329

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Good morning/afternoon:

We have processed your application and your work order has been assigned to a Fuels Safety Engineer for review.

Please see the attached letter for the assigned engineer's contact information.

Regards,

Technical Standards and Safety Authority

This electronic message and any attached documents are intended only for the named recipients. This communication from the Technical Standards and Safety Authority may contain information that is privileged, confidential or otherwise protected from disclosure and it must not be disclosed, copied, forwarded or distributed without authorization. If you have received this message in error, please notify the sender immediately and delete the original message.

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ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit F, Tab 1, Schedule 1, page 4

Preamble:

Enbridge Gas stated that a Cultural Heritage Report: Existing Conditions and Preliminary Impact Assessment (CHRECPIA) was completed and submitted to the Ministry of Citizenship and Multiculturalism (MCM) on May 31, 2023 for review and that comments on the CHRECPIA were received from the MCM on June 30, 2023.

Enbridge Gas also stated that a Stage 1 Archaeological Assessment (AA) was completed and accepted by the MCM. The Stage 1 AA found that the project area does not retain archaeological potential and recommends no further assessments be completed.

Question(s):

- a) Please provide the comments of MCM on the CHRECPIA and explain how Enbridge Gas has addressed these comments.
- b) Please confirm whether approval from the MCM for the CHRECPIA is still pending or if Enbridge Gas is awaiting any further comments from MCM.

Response:

a) – b)

Upon review of the CHRECPIA, the MCM advised that it found the report consistent with requirements, guidance and standards of the OEB. The MCM recommended that key staff bios of the heritage specialists that authored the CHRECPIA be added to the CHRECPIA. A copy of the MCM's letter can be found at Attachment 1 to this response.

Enbridge Gas updated the CHRECPIA to address the MCM's comments, which was then re-submitted to the MCM for further review. Enbridge Gas expects to receive a response from the MCM following this additional review of the CHRECPIA prior to the commencement of Project construction. To note, the MCM does not provide approval after review of cultural heritage reports.

**Ministry of Citizenship
and Multiculturalism**

Heritage Planning Unit
Heritage Branch
Citizenship, Inclusion and
Heritage Division
5th Flr, 400 University Ave
Tel.: 416.786.7553

**Ministère des Affaires civiques
et du Multiculturalisme**

Unité de la planification relative au
patrimoine
Direction du patrimoine
Division des affaires civiques, de
l'inclusion et du patrimoine
Tél.: 416.786.7553



June 30, 2023

EMAIL ONLY

Joan Crosbie, MA, BA Hons, CAHP
Manager, Cultural Heritage
TMHC Inc.
1108 Dundas Street, Unit 105
London, ON N5W 3A7

MCM File : **0018501**
Proponent : **Enbridge Gas Inc.**
Subject : **Cultural Heritage Report: Existing Conditions and Preliminary Impact Assessment**
Project : **Scarborough Subway Extension – Lawrence Avenue East Station Relocation Project**
Location : **City of Toronto, Ontario**

Dear Ms Crosbie:

Thank you for providing the Ministry of Citizenship and Multiculturalism (MCM) with the *Cultural Heritage Report: Existing Conditions and Preliminary Impact Assessment* (dated May 24, 2023, prepared by TMHC) for the above-referenced project.

MCM's interest in this Environmental Assessment (EA) project relates to its mandate of conserving Ontario's cultural heritage, which includes:

- archaeological resources, including land and marine;
- built heritage resources, including bridges and monuments; and
- cultural heritage landscapes.

Project Summary

This project proposes to reconfigure the natural gas supply in the surrounding area to accommodate construction of the Metrolinx Scarborough Subway Extension Transit Project. The project has three infrastructure components requiring relocation which comprise the Preliminary Preferred Route and these are:

- Relocation of approximately 79 m of pipeline at Lawrence Avenue East and McCowan Road onto the Metrolinx private property easement;

- Relocation of approximately 154 m of pipeline at Lawrence Avenue East and McCowan Road onto the Metrolinx private property easement; and
- Relocation of approximately 112 m of pipeline at Lawrence Avenue East and McCowan Road and along Valparaíso Avenue.

Review Comments

We have reviewed the report and find that it is consistent with the requirements, guidance and standards of the OEB and with best practice guidance prepared by MCM. Our only recommended revision is that the Key Staff Bios section should briefly note each staff member's role in the preparation of this report.

Thank you for consulting MCM on this project and please continue to do so throughout the EA process. If you have any questions or require clarification, please do not hesitate to contact me.

Sincerely,

Dan Minkin
Heritage Planner
Dan.Minkin@Ontario.ca

Copied to: Matthew Beaudoin, TMHC

Josh Dent, TMHC
Natalie Taylor, Dillon
Karla Barboza, MCM

It is the sole responsibility of proponents to ensure that any information and documentation submitted as part of their EA report or file is accurate. The Ministry of Citizenship and Multiculturalism (MCM) makes no representation or warranty as to the completeness, accuracy or quality of the any checklists, reports or supporting documentation submitted as part of the EA process, and in no way shall MCM be liable for any harm, damages, costs, expenses, losses, claims or actions that may result if any checklists, reports or supporting documents are discovered to be inaccurate, incomplete, misleading or fraudulent.

Should previously undocumented archaeological resources be discovered, they may be a new archaeological site and therefore subject to Section 48(1) of the *Ontario Heritage Act*. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed consultant archaeologist to carry out an archaeological assessment, in compliance with Section 48(1) of the *Ontario Heritage Act*.

The *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* requires that any person discovering human remains must cease all activities immediately and notify the police or coroner. If the coroner does not suspect foul play in the disposition of the remains, in accordance with *Ontario Regulation 30/11* the coroner shall notify the Registrar, Ontario Ministry of Public and Business Service Delivery, which administers provisions of that Act related to burial sites. In situations where human remains are associated with archaeological resources, the Ministry of Citizenship and Multiculturalism should also be notified (at archaeology@ontario.ca) to ensure that the archaeological site is not subject to unlicensed alterations which would be a contravention of the *Ontario Heritage Act*.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit G, Tab 1, Schedule 1, page 1 and Attachment 3

Preamble:

Enbridge Gas stated that it will require approximately 604 m² of permanent easements and approximately 792 m² of temporary working areas to facilitate construction.

In Attachment 3, Enbridge Gas provided the list of directly and indirectly impacted landowners.

Question(s):

- a) Please update Attachment 3 to include the dimensions (in metres) and approximate area (in hectares and acres) of the permanent and temporary land rights required for construction of the proposed project.
- b) Please provide an update on the status of land negotiations where permanent and temporary easements are required. Please include any concerns raised by landowners and Enbridge Gas's responses.
- c) Please discuss any expected delays with respect to obtaining the required land rights for the proposed project and the impact to the construction start and in-service dates.

Response:

- a) Temporary land rights and permanent easements required for the construction of the proposed Project, including dimensions and approximate areas listed in Attachment 1 to this response, are as follows (note that dimensions for certain parcels are irregular):
 - PIN# 06363-0002 (Temporary)
 - Perimeter (m) = $3.974 + 21.503 + 4.137 + 21.540 = 51.154$
 - Area (m²) = 87.3

- PIN# 06363-0002 (Permanent)
 - Perimeter (m) = $4.992 + 26.463 + 9.167 + 5.0 + 4.137 + 21.503 = 71.262$
 - Area (m²) = 153.0
 - PIN# 06363-0001 (Temporary)
 - Perimeter (m) = $21.356 + 35.888 + 15.968 + 5.130 + 31.410 = 109.752$
 - Area (m²) = 685.9
 - PIN# 06363-0001 (Permanent)
 - Perimeter (m) = $5.0 + 45.750 + 5.0 + 45.772 = 101.522$
 - Area (m²) = 228.8
 - PIN# 06359-0199 (Temporary)
 - Perimeter (m) = $10.0 + 33.2 + 10.0 + 33.2 = 86.4$
 - Area (m²) = 332.0
 - PIN# 06359-0199 (Permanent)
 - Perimeter (m) = $3.0 + 33.2 + 3.0 + 33.2 = 72.4$
 - Area (m²) = 99.6
 - PIN# 06359-0200(Temporary)
 - Perimeter (m) = $10.0 + 43.4 + 10.2 + 41.5 = 105.1$
 - Area (m²) = 428.75
 - PIN# 06359-0200 (Permanent)
 - Perimeter (m) = $3.0 + 40.7 + 3.1 + 41.5 = 88.3$
 - Area (m²) = 125.36
- b) Enbridge Gas is currently negotiating permanent easements with Metrolinx and expects to have all required land rights established in advance of Project construction.
- c) If Metrolinx does not provide the permanent easement(s) to Enbridge Gas, then the Company may not be able to proceed with the proposed Project construction as planned. As a result, the Project Application may need to be placed into abeyance, and/or construction start and in-service dates may need to be pushed back respectively by whatever length of time is required to re-design the Project (unknown at this time). As noted in part b), the Company currently expects to have all required land rights in place in advance of planned Project construction.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit G, Tab 1, Schedule 1, page 2 and Environmental Report, Table 1, pages 5,6

Preamble:

Enbridge Gas identified the potential permits/approvals that may be required for the proposed project at the reference above and in the Environmental Report.

Enbridge Gas also stated that other authorizations, notifications, permits and/or approvals may be required in addition to the ones listed.

Question(s):

- a) Please advise whether Enbridge Gas has identified any other permits/approvals required for the proposed project other than those listed in the application. If so, please provide a description of the required permit/approval.
- b) Please provide an update on the status of each permit/approval required for the construction of the project including when Enbridge Gas expects to receive the required permit/approval.

Response:

- a) In addition to the permits/approvals listed in the Application for the proposed Project, Enbridge Gas will also be applying to Metrolinx for a Corridor Development Permit (CDP) prior to construction start. A Metrolinx Corridor Development Permit is needed for any work within the Metrolinx Transit Corridor Lands as part of the Building Transit Faster Act (BTFA) passed by the Province of Ontario in 2020.
- b) The status of the permits/approvals required by Enbridge Gas for the construction of the Project are as follows:
 - The permanent easement agreements with Metrolinx are currently being negotiated. Enbridge Gas expects to receive these agreements before commencing Project construction (please also see the response at Exhibit I.STAFF.9).

- The City of Toronto Cut Permit and Road Occupancy Permit, as well as the Metrolinx Corridor Development Permit have not yet been applied for; Enbridge Gas expects to apply for these three permits immediately after receiving OEB approval of the current Application. Enbridge Gas requires these permits to be issued prior to construction commencement for the Project.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit H, Tab 1, Schedule 1, page 1, Attachments 2 and 5

Preamble:

The Ministry of Energy (MoE) identified eight Indigenous communities that Enbridge Gas should consult in relation to the Project:

- Alderville First Nation
- Beausoleil First Nation
- Chippewas of Georgina Island First Nation
- Chippewas of Rama First Nation
- Curve Lake First Nation
- Hiawatha First Nation
- Mississaugas of Scugog Island First Nation
- Mississaugas of the Credit First Nation

In Attachment 5, Enbridge Gas filed its Indigenous Consultation Report summarizing its Indigenous consultation activities up to September 12, 2023.

Enbridge Gas stated that it has provided its Indigenous Consultation Report for review by the MoE. The MoE will determine whether consultation undertaken by Enbridge Gas is satisfactory by providing a Letter of Opinion to Enbridge Gas.

Question(s):

- a) Please provide an update on Indigenous consultation activities set out in Attachments 5 and 6, summarizing any issues and concerns raised and how these are being addressed. Please include any supporting documentation, i.e., email correspondence that is referenced.

- b) Please update the evidence with any correspondence between the MoE and Enbridge Gas since the application was filed, regarding MoE's review of Enbridge Gas's consultation activities.
- c) Please indicate when Enbridge Gas expects to receive a Letter of Opinion from the MoE.
- d) Please comment on any issues arising from the proposed project that could adversely impact constitutionally protected Aboriginal or treaty rights. Have any Indigenous communities identified any Aboriginal or treaty rights that could be adversely impacted by the project? If any potential adverse impacts have been identified, please comment on what Enbridge Gas is doing to address these issues.

Response:

- a) An updated Indigenous Consultation Summary can be found at Attachment 1 and an updated Indigenous Consultation Log can be found at Attachment 2 to this response.
- b) Please see Attachment 3 to this response for correspondence with the Ministry of Energy (MOE).
- c) On February 14, 2024, the MOE advised they were in the process of following up with the Indigenous communities who they hadn't spoken with and expected to be in a position to provide a letter of opinion soon. Please see Attachment 4 to this response.
- d) Enbridge Gas has not received comments identifying any Aboriginal or treaty rights that could be adversely impacted by the Project from the Indigenous communities identified by the MOE. Enbridge Gas will continue to engage with each of the Indigenous communities throughout the lifecycle of the Project.

INDIGENOUS CONSULTATION REPORT: SUMMARY TABLES

As of February 15, 2024

Alderville First Nation ("AFN")		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided AFN with the following information:</p> <ul style="list-style-type: none"> • A description of the scope of the Project including the land use and a list of other provincial or federal approvals that may be required for the Project to proceed and Ministry of Energy contact. • Maps of the Project location. • Letter containing information on the environmental process and Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>AFN and Enbridge Gas meet on a monthly basis to discuss ongoing Enbridge Gas projects. This Project is addressed in each of the monthly meetings.</p>
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>On February 14, 2024, AFN emailed the Enbridge Gas representative to advise that they had no outstanding questions or concerns.</p>
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>As of February 15, 2024, AFN has advised they have no outstanding concerns. Enbridge Gas will continue to engage with the AFN in relation to the Project.</p>
Beausoleil First Nation ("BFN")		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided BFN with the following information:</p> <ul style="list-style-type: none"> • A description of the scope of the Project including the land use and a list of other provincial or federal approvals that may be required for the Project to proceed and Ministry of Energy contact. • Maps of the Project location. • Letter containing information on the environmental process and Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment.

		<p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BFN has not responded to Enbridge Gas regarding the Project.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, BFN has not raised any questions or concerns.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, BFN has not raised with any questions or concerns. Enbridge Gas will continue to engage with the BFN in relation to the Project.
Chippewas of Georgina Island First Nation ("CGIFN")		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided CGIFN with the following information:</p> <ul style="list-style-type: none"> • A description of the scope of the Project including the land use and a list of other provincial or federal approvals that may be required for the Project to proceed and Ministry of Energy contact. • Maps of the Project location. • Letter containing information on the environmental process and Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CGIFN and Enbridge Gas have exchanged emails regarding the Project. As a result of outreach about the Project, Enbridge Gas and CGIFN have re-established their monthly meetings to discuss ongoing Enbridge Gas projects.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, CGIFN has not raised any questions or concerns regarding the Project.

Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, CGIFN has not raised any questions or concerns. Enbridge Gas will continue to engage with the CGIFN in relation to the Project.
Curve Lake First Nation ("CLFN")		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided CLFN with the following information:</p> <ul style="list-style-type: none"> • A description of the scope of the Project including the land use and a list of other provincial or federal approvals that may be required for the Project to proceed and Ministry of Energy contact. • Maps of the Project location. • Letter containing information on the environmental process and Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CLFN and Enbridge Gas meet on a monthly basis to discuss ongoing Enbridge Gas projects. This Project is addressed in each of the monthly meetings.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	On February 15, 2024, CLFN emailed Enbridge Gas to advise that they had no further comments regarding the Project.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, CLFN has not raised any questions or concerns. Enbridge Gas will continue to engage with the CLFN in relation to the Project.
Chippewas of Rama First Nation ("CRFN")		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided CRFN with the following information:</p> <ul style="list-style-type: none"> • A description of the scope of the Project including the land use and a list of other provincial or federal approvals that may be required for the Project to proceed and Ministry of Energy contact. • Maps of the Project location. • Letter containing information on the environmental process and Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment.

		<p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CRFN and Enbridge Gas have exchanged emails regarding the Project.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	On February 14, 2024, CRFN emailed Enbridge Gas to advise that they have no comments or concerns due to the Project being outside of their treaty.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, CRFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the CRFN in relation to the Project.
Hiawatha First Nation ("HFN")		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided HFN with the following information:</p> <ul style="list-style-type: none"> • A description of the scope of the Project including the land use and a list of other provincial or federal approvals that may be required for the Project to proceed and Ministry of Energy contact. • Maps of the Project location. • Letter containing information on the environmental process and Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HFN and Enbridge Gas meet on a monthly basis to discuss ongoing Enbridge Gas projects. This Project is addressed in each of the monthly meetings.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, the HFN representative has not provided comments on the Project.

Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, HFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the HFN in relation to the Project.
Mississaugas of the Credit First Nation ("MCFN")		
Was project information provided to the community?		Enbridge Gas has provided MCFN with the following information: <ul style="list-style-type: none"> • A description of the scope of the Project including the land use and a list of other provincial or federal approvals that may be required for the Project to proceed and Ministry of Energy contact. • Maps of the Project location. • Environmental Report, providing information about the potential effects of the Project on the Environment. Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights. Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	On February 13, 2024, MCFN and Enbridge Gas met in person to discuss ongoing Enbridge Gas projects. MCFN did not have any questions or concerns about the Project.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, MCFN representative has not raised any questions or concerns.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, MCFN has not raised any questions or concerns. Enbridge Gas will continue to engage with the MCFN in relation to the Project.
Mississaugas of the Scugog Island First Nation ("MSIFN")		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Enbridge Gas has provided MSIFN with the following information: <ul style="list-style-type: none"> • A description of the scope of the Project including the land use and a list of other provincial or federal approvals that may be required for the Project to proceed and Ministry of Energy contact. • Maps of the Project location. • Letter containing information on the environmental process and Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.

		Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MSIFN and Enbridge Gas have exchanged emails regarding the Project.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, MSIFN representative has not raised any questions or concerns.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of February 15, 2024, MSIFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the MSIFN in relation to the Project.

Enbridge Gas Inc. Indigenous Consultation Log

Scarborough Subway Extension – Lawrence Ave. East Station Relocation Project ("Project")

Log update as of February 15, 2024

Alderville First Nation ("AFN")					
Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Consultation Activity	Summary of Community Consultation Activity	Issues or Concerns Raised and Enbridge Gas Responses
1.6	September 18, 2023	In-person meeting	An Enbridge Gas representative and an AFN representative met in-person to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions.		AFN did not express any concerns or questions about the Project.
1.7	October 23, 2023	Virtual meeting	An Enbridge Gas representative and an AFN representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions.		AFN did not express any concerns or questions about the Project.
1.8	November 13, 2023	Virtual meeting	An Enbridge Gas representative and an AFN representative met in-person to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions.		AFN did not express any concerns or questions about the Project.
1.9	December 11, 2023	Virtual Meeting	An Enbridge Gas representative and an AFN representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions.		AFN did not express any concerns or questions about the Project.
1.10	January 15, 2024	Virtual Meeting	An Enbridge Gas representative and an AFN representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions		AFN did not express any concerns or questions about the Project.

1.11	February 13, 2024	Virtual Meeting	An Enbridge Gas representative and an AFN representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions.		AFN did not express any concerns or questions about the Project.
1.12	February 14, 2024	Email	An Enbridge Gas representative emailed the AFN representative to see if they have any new questions or concerns about the Project.		
1.13	February 14, 2024	Email		An AFN representative emailed the Enbridge Gas representative to advise that they had no outstanding concerns.	See line-item attachment 1.10
Beausoleil First Nation ("BFN")					
Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Consultation Activity	Summary of Community Consultation Activity	Issues or Concerns Raised and Enbridge Gas Responses
2.6	February 14, 2024	Email	An Enbridge Gas representative emailed the BFN representative to see if they have any questions or concerns about the Project.		
Chippewas of Georgina Island First Nation ("CGIFN")					
Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Consultation Activity	Summary of Community Consultation Activity	Issues or Concerns Raised and Enbridge Gas Responses
3.6	November 22, 2023	Telephone	An Enbridge Gas representative telephoned the CGIFN representative to follow up on the CGIFN/MOE discussion on the Project. CGIFN had indicated they would like to re-establish a monthly meeting with Enbridge Gas to discuss ongoing Enbridge Gas projects such as this Project. The Enbridge Gas representative advised the CGIFN representative they would set the meetings up starting in January 2024.		
3.7	January 9, 2024	Email	An Enbridge Gas representative and a CGIFN representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions		

3.8	February 13, 2024	Virtual Meeting	An Enbridge Gas representative and a CGIFN representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions.		A CGIFN representative advised that there were no outstanding concerns or comments regarding the Project.
3.9	February 14, 2024	Email	An Enbridge Gas representative emailed the CGIFN representative to see if they have any new questions or concerns about the Project.		
Curve Lake First Nation ("CLFN")					
Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Consultation Activity	Summary of Community Consultation Activity	Issues or Concerns Raised and Enbridge Gas Responses
4.6	December 6, 2023	Virtual meeting	An Enbridge Gas representative and a CLFN, HFN and 4 Directions representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions		CLFN, HFN and 4 Directions did not express any concerns or questions about the Project.
4.7	January 9, 2024	Virtual meeting	An Enbridge Gas representative and a CLFN, HFN, 4 Directions representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions.		CLFN, HFN and 4 Directions did not express any concerns or questions about the Project.
4.8	February 13, 2024	In-person meeting	An Enbridge Gas representative and a CLFN, HFN, 4 Directions representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions		CLFN, HFN and 4 Directions did not express any concerns or questions about the Project.
4.9	February 14, 2024	Email	An Enbridge Gas representative emailed the CLFN, HFN, 4 Directions representative to follow up to see if they have any new questions or concerns about the Project.		

4.10	February 15, 2024	Email		A 4 Directions representative, on behalf of CLFN, emailed an Enbridge Gas representative to advise that they have no further comments but asked Enbridge Gas to provide updates as they are available.	See line-item attachment 4.10.
Chippewas of Rama First Nation ("CRFN")					
Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Consultation Activity	Summary of Community Consultation Activity	Issues or Concerns Raised and Enbridge Gas Responses
5.6	February 14, 2024	Email	An Enbridge Gas representative emailed the CRFN representative to follow up to see if they have any new questions or concerns about the Project.		
5.7	February 14, 2024	Email		A CRFN representative emailed the Enbridge Gas representative to advise that they have no comments or concerns due to the location being outside of their treaty area and thanked them for following up.	See line-item attachment 5.7.
5.8	February 14, 2024	Email	An Enbridge Gas representative emailed the CRFN representative to thank them for their response.		
Hiawatha First Nation ("HFN")					
Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Consultation Activity	Summary of Community Consultation Activity	Issues or Concerns Raised and Enbridge Gas Responses
6.8	December 6, 2023	Virtual Meeting	An Enbridge Gas representative and a HFN, CLFN and 4 Directions representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any further concerns or questions		HFN, CLFN, and 4 Directions had no concerns or questions asked about the Project.
6.9	January 9, 2024	Virtual Meeting	An Enbridge Gas representative and a HFN, CLFN, 4 Directions representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions.		HFN, CLFN, and 4 Directions had no concerns or questions asked about the Project.

6.10	February 13, 2024	In-person Meeting	An Enbridge Gas representative and a HFN, CLFN and 4 Directions representative met to discuss ongoing Enbridge Gas projects. An Enbridge Gas representative provided an update about the Project and inquired if there were any concerns or questions.		HFN, CLFN, and 4 Directions had no concerns or questions asked about the Project.
6.11	February 14, 2024	Email	An Enbridge Gas representative emailed the HFN, CLFN, 4 Directions representative to follow up to see if they have any new questions or concerns about the Project.		
Mississaugas of the Credit First Nation ("MCFN")					
Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Consultation Activity	Summary of Community Consultation Activity	Issues or Concerns Raised and Enbridge Gas Responses
7.3	February 13, 2024	In person meeting	Enbridge Gas and MCFN met to discuss Enbridge Gas projects. The Project was discussed. Enbridge Gas advised they would continue to provide updates as the Project progressed.		MCFN did not express any concerns or questions about the Project.
Mississaugas of the Scugog Island First Nation ("MSIFN")					
Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Consultation Activity	Summary of Community Consultation Activity	Issues or Concerns Raised and Enbridge Gas Responses
8.9	February 14, 2024	Email	An Enbridge Gas representative emailed the MSIFN representative to follow up to see if they have any new questions or concerns about the Project.		

Line-item attachment 1.10

From: Julie Kapyrka <jkapyrka@alderville.ca>
Sent: Wednesday, February 14, 2024 3:32 PM
To: Melanie Green <Melanie.Green@enbridge.com>
Subject: [External] RE: Project Information - Scarborough Subway Extension – Lawrence Ave East Station Relocation Project

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Aaniin Mel,

No outstanding concerns here 😊

Miigwech.

All the best,

Dr. Julie Kapyrka
Consultation Coordinator



Alderville First Nation

Administration Office
11696 Second Line Rd.
Roseneath, ON K0K 2X0
Office: 905-352-2662
jkapyrka@alderville.ca

Line-item attachment 4.10

From: [Relationships and Engagement](#)
To: [Melanie Green](#); francis@francischua.com; KaitlinH@curvelake.ca; kayla@francischua.com; [Paige Williams](#)
Cc: [Karry Sandy Mackenzie](#); [Lauryn Graham](#); [Gabrielle Lapalme](#)
Subject: [External] Re: Project Information - Scarborough Subway Extension – Lawrence Ave East Station Relocation Project
Date: Thursday, February 15, 2024 11:10:39 AM

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Hi Mel,

No further comments at this time but please continue to share information as it comes.

Please add PaigeW@curvelake.ca to this circulation and please remove TiffanyM@curvelake.ca as she is no longer employed at CLFN. I've updated the TO list to reflect this

Thank you!

Kayla

Line-item attachment 5.7

From: Community Consultation <consultation@ramafirstnation.ca>
Sent: Wednesday, February 14, 2024 9:21 AM
To: Melanie Green <Melanie.Green@enbridge.com>; Taylor, Natalie <ntaylor@dillon.ca>
Cc: Johnny Ton <JOHNNY.TON@enbridge.com>; Greg Asmussen <greg.asmussen@enbridge.com>; Kevin Berube <kevin.berube@enbridge.com>; Lauryn Graham <lauryn.graham@enbridge.com>
Subject: [External] RE: Enbridge Gas Scarborough Subway Extension Lawrence Avenue East Station Relocation Project – Environmental Report for Review

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Hi Mel

I will reiterate Ben Benson's earlier comments regarding no concerns with the project. It is a little bit outside of our treaty and harvesting territory. Thanks for checking in.

Miigwech

Ben

Ben Cousineau
Community Researcher/Archivist, Communications
Chippewas of Rama First Nation
(ph) 705-325-3611, 1288
(cell)
(fax) 705-325-0879
(url) www.ramafirstnation.ca

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By submitting your or another individual's personal information to Chippewas of Rama First Nation, its service providers and agents, you agree and confirm your authority from such other individual, to our collection, use and disclosure of such personal information in accordance with our privacy policy.

From: Lauren Whitwham <Lauren.Whitwham@enbridge.com>
Sent: November 9, 2023 3:01 PM
To: Brown, Gillian (ENERGY) <Gillian.Brown2@ontario.ca>
Cc: Melanie Green <Melanie.Green@enbridge.com>
Subject: SSE Lawrence Ave. East Station Relocation (EB-2023-0260)

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Hi Gillian,

Thanks for the call today and the updates.

Please find attached the Summary and Log for SSE Lawrence Ave. East Station Relocation.

Could you please confirm receipt just so I know it made it through.

Thanks so much,

Lauren

From: Brown, Gillian (ENERGY)
Sent: November 9, 2023 3:42 PM
To: Lauren Whitwham <Lauren.Whitwham@enbridge.com>
Cc: Melanie Green <Melanie.Green@enbridge.com>
Subject: RE: SSE Lawrence Ave. East Station Relocation (EB-2023-0260)

Hi Lauren,

It was good to see you (twice!) this week.

Thanks for sending the Indigenous Consultation Record and log for the Lawrence East Station Relocation project – no issues opening it on my end.

Have a great day,
Gillian

Gillian Brown
Senior Advisor
Indigenous Energy Policy
Ministry of Energy

From: Brown, Gillian (ENERGY) <Gillian.Brown2@ontario.ca>
Sent: Wednesday, November 22, 2023 11:27:44 AM
To: Lauren Whitwham <Lauren.Whitwham@enbridge.com>; Melanie Green
<Melanie.Green@enbridge.com>

Subject: [External] RE: SSE Lawrence Ave. East Station Relocation (EB-2023-0260)

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Hi Lauren and Mel,

I hope you're having a great day.

I sent out the initial emails to communities this morning for the Lawrence East Station Relocation sufficiency assessment.

JL Porte of Chippewas of Georgina Island First Nation responded and confirmed Enbridge's emails sent on the project. JL also alluded to the overwhelming number of reports he has to review as a one person consultation department. He commented that there were monthly consultation meetings with Enbridge when he first started this role, but that they haven't been happening since lockdown. He said that the consultation process would be better with the monthly meeting back in place.

Can Enbridge reach out to JL and propose re-establishing monthly consultation update meetings?

Thanks very much,
Gillian

From: Melanie Green <Melanie.Green@enbridge.com>
Sent: November 22, 2023 1:13 PM
To: Brown, Gillian (ENERGY) <Gillian.Brown2@ontario.ca>; Lauren Whitwham <Lauren.Whitwham@enbridge.com>
Subject: Re: SSE Lawrence Ave. East Station Relocation (EB-2023-0260)

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Hi Gillian,

For sure I will reach out to JL. Thank you so much for bringing that to my attention. I'll let you know once I've spoken to him.

Have a good day,

Mel.

From: Brown, Gillian (ENERGY) <Gillian.Brown2@ontario.ca>
Sent: Wednesday, November 22, 2023 1:30 PM
To: Melanie Green <Melanie.Green@enbridge.com>
Cc: Lauren Whitwham <Lauren.Whitwham@enbridge.com>
Subject: [External] RE: SSE Lawrence Ave. East Station Relocation (EB-2023-0260)

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Hi Mel,

Thanks so much for the speedy reply and reaching out to JL.

Have a great day!

Gillian

From: Melanie Green <Melanie.Green@enbridge.com>
Sent: 14 February 2024 08:19
To: Brown, Gillian (ENERGY) <Gillian.Brown2@ontario.ca>
Subject: Lawrence Ave East Relocation -

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Good morning,

I hope your winter and week has been going good and your enjoying this nice whether Just curious to know when we should be receiving a letter of opinion on our Lawrence Ave EAST relocation project?

Thank you in advance and have a great day!

Mel

From: Brown, Gillian (ENERGY) <Gillian.Brown2@ontario.ca>

Sent: Wednesday, February 14, 2024 8:26 AM

To: Melanie Green <Melanie.Green@enbridge.com>

Subject: [External] Re: Lawrence Ave East Relocation -

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Hi Melanie,

My winter has been lovely, hope yours has been too!

Our sufficiency assessment continues, and our most recent reachout to communities was earlier this week. The five communities we have heard from so far have confirmed they have no outstanding concerns with the project.

We're still waiting to hear back from a few more communities, and will provide our letter of opinion once we've heard from them. If we don't hear from all of them, our letter will be provided for when the record closes at the OEB.

Have a great day,
Gillian

ENBRIDGE GAS INC.

Answer to Interrogatory from
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exhibit I, Tab 1, Schedule 1, page 1

Preamble:

The OEB has developed standard conditions of approval that are typically imposed in leave to construct approvals.¹ Enbridge Gas stated that it has reviewed these standard conditions and has not identified any additional or revised conditions that it wishes to propose for this project.

The OEB's standard conditions of approval, with a modification to Condition 6 and minor modifications (underlined) to Conditions 2(b) (ii) and (iv), 7(a), and 7(b) as proposed by OEB staff, are provided below.

Question(s):

- a) OEB staff suggests that the OEB's standard conditions of approval should apply to the project with a modification to Condition 6, which requires the applicant to confirm that the actual final project costs are fully funded by the CIAC paid to Enbridge Gas by Metrolinx. Please confirm if Enbridge Gas agrees with OEB staff's suggestion.
- b) Based on a letter from Enbridge Gas regarding a recently approved project², OEB staff has also made minor modifications (underlined) to Conditions 2(b) (ii) and (iv), 7(a), and 7(b) to better reflect the intent of those conditions. Please confirm if Enbridge Gas agrees with OEB Staff's suggested minor modifications.
- c) If Enbridge Gas does not agree with any of the conditions of approval set out below, please identify the specific conditions that Enbridge Gas disagrees with. Explain the rationale for disagreement and for any proposed changes or amendments.

¹ Standard conditions of approval are included in Schedule 1 of the OEB's standard issues list for leave to construct applications: <https://www.oeb.ca/sites/default/files/issues-list-LTC-natural-gas.pdf>

² Enbridge Gas January 12, 2024 letter providing notification of planned in-service date - Mohawks of the Bay of Quinte Community Expansion Project (EB-2022-0248).

Application under Section 90(1) of the OEB Act
Enbridge Gas Inc.
EB-2023-0260
DRAFT
Standard Conditions of Approval

1. Enbridge Gas Inc. shall construct the facilities and restore the land in accordance with the OEB's Decision and Order in EB-2023-0260 and these Conditions of Approval.
2. (a) Authorization for leave to construct shall terminate 12 months after the decision is issued unless construction has commenced prior to that date.
(b) Enbridge Gas Inc. shall give the OEB notice in writing:
 - i. of the commencement of construction, at least 10 days prior to the date construction commences
 - ii. of the planned in-service start date, at least 10 days prior to the date the facilities begin to go into service
 - iii. of the date on which construction was completed, no later than 10 days following the completion of construction
 - iv. of the full project in-service date, no later than 10 days after all the facilities go into service
3. Enbridge Gas Inc. shall obtain all necessary approvals, permits, licences, certificates, agreements and rights required to construct, operate and maintain the Project.
4. Enbridge Gas Inc. shall implement all the recommendations of the Environmental Report filed in the proceeding, and all the recommendations and directives identified by the Ontario Pipeline Coordinating Committee review.
5. Enbridge Gas Inc. shall advise the OEB of any proposed change to OEB-approved construction or restoration procedures. Except in an emergency, Enbridge Gas Inc. shall not make any such change without prior notice to and written approval of the OEB. In the event of an emergency, the OEB shall be informed immediately after the fact.
6. Concurrent with the final monitoring report referred to in Condition 7(b), Enbridge Gas Inc. shall file a Post Construction Financial Report, that:
 - a) provides a variance analysis of project cost, schedule and scope compared to the estimates filed in this proceeding, including the extent to which the project contingency was utilized

- b) confirms that the actual final project costs are fully funded by the contribution in aid of construction payment from Metrolinx.

Enbridge Gas Inc. shall also file a copy of the Post Construction Financial Report in the proceeding where Enbridge Gas Inc. proposes to start collecting revenues associated with the Project.

- 7. Both during and after construction, Enbridge Gas Inc. shall monitor the impacts of construction, and shall file with the OEB one electronic (searchable PDF) version of each of the following reports:
 - a) A post construction report, within three months of the full project in-service date, which shall:
 - i. provide a certification, by a senior executive of the company, of Enbridge Gas Inc.'s adherence to Condition 1
 - ii. describe any impacts and outstanding concerns identified during construction
 - iii. describe the actions taken or planned to be taken to prevent or mitigate any identified impacts of construction
 - iv. include a log of all complaints received by Enbridge Gas Inc., including the date/time the complaint was received, a description of the complaint, any actions taken to address the complaint, the rationale for taking such actions
 - v. provide a certification, by a senior executive of the company, that the company has obtained all other approvals, permits, licenses, and certificates required to construct, operate, and maintain the proposed project
 - b) A final monitoring report, no later than fifteen months after the full project in-service date, or, where the deadline falls between December 1 and May 31, the following June 1, which shall:
 - i. provide a certification, by a senior executive of the company, of Enbridge Gas Inc.'s adherence to Condition 4
 - ii. describe the condition of any rehabilitated land
 - iii. describe the effectiveness of any actions taken to prevent or mitigate any identified impacts of construction
 - iv. include the results of analyses and monitoring programs and any recommendations arising therefrom
 - v. include a log of all complaints received by Enbridge Gas Inc., including the date/time the complaint was received; a description of the complaint; any actions taken to address the complaint; and the rationale for taking such actions

- 8) Enbridge Gas Inc. shall designate one of their employees as project manager who will be the point of contact for these conditions, and shall provide the employee's name and contact information to the OEB and to all affected landowners, and shall clearly post the project manager's contact information in a prominent place at the construction site.

Response:

a) - b)

Enbridge Gas agrees with the OEB staff's suggestion that Enbridge Gas confirm that the actual final Project costs are fully funded by the CIAC paid to Enbridge Gas by Metrolinx's Contractor and the minor modifications to conditions 2(b) (ii) and (iv), 7(a), and 7(b).

c) Enbridge Gas agrees with all of the conditions of approval set out above.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Reference:

“Metrolinx has requested that Enbridge Gas temporarily relocate certain existing natural gas pipeline assets” [B/1/1 Page 1]

“Upon completion of the Subway Extension in 2030, Metrolinx has requested that Enbridge Gas permanently relocate those natural gas pipeline assets back onto the municipal right-of-way. The details and scoping of work for the permanent relocation are unknown at this time because they are dependent on Metrolinx finalizing construction activities and schedule for the Subway Extension” [B/1/1 Page 1]

‘The proposed relocation Project is required to eliminate conflicts with Metrolinx’s Subway Extension construction while maintaining the ability to serve existing Enbridge Gas customers” [B/1/1 Page 3]

Question(s):

- a) Please confirm that the project facilities in this project are only temporary and will be replaced by permanent facilities in the near future and please indicate the following:
 - The date the temporary facilities will be installed
 - The date the temporary facilities will be abandoned
 - The date the permanent facilities will be installed
- b) Please explain how Enbridge is able to propose a design for the temporary facilities (i.e., the subject of this application) when the final layout and design of the Metrolinx facilities causing the relocation are not currently known.
- c) Please explain what Enbridge will need to do if the actual temporary facility design is impacted by the final Metrolinx layout and design (i.e., requires changes from what was filed).

Response:

- a) The facilities in this Project are only temporary and will be replaced by permanent facilities in the near future. The following dates have been made known to Enbridge

Gas by Metrolinx's overarching project schedule for the Scarborough Subway Extension:

- The date the temporary facilities will be installed: Tentatively September 2024
 - The date the temporary facilities will be abandoned: Tentatively Q2/Q3 2030
 - The date the permanent facilities will be installed: Tentatively Q2/Q3 2030
- b) The final layout and design of the Metrolinx facilities has been developed to a point where the conflict can be confirmed with the existing natural gas pipeline assets, and therefore, a design for the temporary facilities (the Project) can be finalized to resolve this conflict. The remainder of the design of the Metrolinx facilities does not impact Enbridge Gas's design for the temporary relocation, and therefore can be completed in parallel with Enbridge Gas's work.
- c) If the final Metrolinx layout and design of the Lawrence East Station changes and impacts Enbridge Gas's design for the Project prior to construction, then Metrolinx is responsible for informing Enbridge Gas of the change and its impact to Enbridge Gas facilities. Metrolinx would need to work with Enbridge Gas to update the design of the temporary gas pipeline facilities to resolve the new conflict. If Metrolinx's layout and design changes after construction of the Project, then Metrolinx would still be responsible to inform Enbridge Gas to resolve the conflict through other mitigation measures or design changes to the SSE project.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Reference:

Enbridge indicates the following elements to the proposed project. [C/1/1 Page 1]

- 79 m of Nominal Pipe Size (NPS) 4 inch Polyethylene (PE) Intermediate Pressure (IP) temporary gas main relocation along permanent easements on Metrolinx owned private properties.
- 266 m of NPS 6 inch Steel Coated (SC) High Pressure (HP) temporary gas main relocation along permanent easements on Metrolinx owned private properties, along McCowan Road, and along Valparaiso Avenue.

Question(s):

- a) For each of the pipeline sections proposed, please provide the following information.
- How many customers are served by the proposed pipe section.
 - How many customers would not have natural gas available if the section was not built.
 - How many new customers will be served due to the new section of pipe (directly or fed via the section)

Response:

- a) The response for this is broken into three parts similar to how the question was asked:
- i. Please see Exhibit B, Tab 1, Schedule 1, pages 3 to 5 for the number of customers served by the existing NPS 8 IP and NPS 12 HP mains (proposed to be temporarily relocated with the proposed NPS 4 IP and NPS 6 HP mains respectively).
 - ii. If these sections were not built, there would be no customers without natural gas under standard design conditions. However, not building these sections may result in loss of customers during adverse system conditions, such as 3rd

party damage and planned or unplanned outages.¹ See Exhibit I.PP-4 part e) for the risk assessment of the scenario where the pipe sections are not built.

iii. Please see the response to Exhibit I.STAFF-1 part a).

¹ Exhibit B, Tab 1, Schedule 1, pp. 5-6, para. 8. "The decrease in system resiliency as a result of abandonment, exposes the customers in this highly urbanized area, which includes medical facilities and a hospital, to an increased risk of loss of supply of natural gas."

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Reference:

“The details and scoping of work for the permanent relocation are unknown at this time because they are dependent on Metrolinx finalizing construction activities and schedule for the Subway Extension” [B/1/1 Page 1]

Question(s):

- a) Please provide any updates or changes Enbridge has received toward finalization of the design and schedule Subway Extension project.
- b) Please indicate what the proposed completion date is of the Scarborough Subway Extension project and the whether routing alignment changes could occur prior to completion.

Response:

- a) Enbridge Gas has not received any updated information on the finalization of the design and schedule of the Scarborough Subway Extension (SSE) project. Any updates or changes for the SSE project can typically be found on Metrolinx’s public website.¹
- b) The proposed completion date of the SSE project is still being finalized by Metrolinx. Metrolinx would be responsible for communicating to Enbridge Gas any routing alignment changes to the SSE project that conflict with Enbridge Gas assets.

¹ <https://www.metrolinx.com/en/projects-and-programs/scarborough-subway-extension>.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Reference:

"This pipe is one of two mains that feed the customers indicated. Without a replacement of this section, the high pressure system will see a reduction in pressure as well as an increase to the Operational Risk of loss of supply to the customers in Figure 2 that will become supported via a single feed." [B/1/1 Pg 3].

"If gas assets in conflict are abandoned but not relocated, the duality of natural gas flow in both directions (east/west and north/south) for customers off of the NPS 12 and NPS 8 system will be removed, resulting in a single feed to customers." [B/1/1 Pg 5]

Question(s):

- a) Please confirm that the customers highlighted in Figure 2 (i.e. 4750 customers in teal) are served by two different gas mains and that cutting off the NPS12/8 main sections identified in Exhibit A, Tab 2, Schedule 1, Attachment 1 would still enable gas to flow from the other supply main. If incorrect, please explain.
- b) Did Enbridge consider skipping the installation of the temporary facilities outlined in this application and serving that part of the system via a single feed until a more permanent solution could be considered? If no, please explain why not. If yes, please provide a copy of all materials related to that analysis and decision not to adopt that option.
- c) Please confirm what approximate percentage of the Enbridge distribution mains are single fed pipelines vs. multiple fed pipelines in its system.
- d) Please provide a copy of the relevant Enbridge (and OEB if applicable) policy documents that indicate when dual feeds are required instead of single fed systems. Please explain how these policy documents were applied to the decision to go with a dual feed solution for this project.
- e) Please provide all risk analysis and modeling results that compare the risk mitigated by a single vs. dual fed system and how those mitigated risks are compared to project costs.

Response:

- a) The customers highlighted are fed primarily from the same NPS 12 main running on Lawrence Avenue. This main has multiple sources and by cutting off the NPS 12/8 mains the system flow direction will change. While the same sources will feed the system there will not be a back feed for the customers shown in Figure 2.
- b) Enbridge Gas did consider an alternative with no relocation, abandoning existing assets in conflict with Metrolinx proposed station¹, and completed a risk assessment of this alternative. The risk assessment concluded that maintaining a dual feed would help to reduce operational risk to Enbridge Gas's network. It would do so by maintaining system resiliency for the customers it served, most prominently the Scarborough General Hospital on the northwest corner of Lawrence and McCowan. Refer to the response to part e) of this Exhibit for details on the risk assessment.
- c) This information is not currently available and not practical to provide. Enbridge Gas's system has hundreds of thousands of kilometers of distribution pipes with much of it having some form of back feed, however not all such connections are hydraulically sufficient to meet demand. To determine the percentage that is single fed vs. multiple fed would be an enormous undertaking requiring in depth hydraulic analysis under a specified set of conditions on every model within the Enbridge Gas system. Also, the information requested is not relevant to the Application nor does the information sought assist the OEB in determining whether the relocation of the assets that conflict with Metrolinx station are in the public interest.
- d) Enbridge Gas does not have a specific policy regarding single vs. dual fed systems and when they are required. The system impacts of projects such as this one are evaluated in the hydraulic models for a change in the system's ability to meet the firm demands of customers in a safe and reliable manner. As indicated in Exhibit B, Tab 1, Schedule 1, pages 3-6, removal of the pipe(s) would negatively impact the system. Given that this is a temporary solution, the pipe was reduced in size to the minimum required to provide some flexibility for the system in adverse conditions.
- e) A qualitative risk assessment for this Project was performed to compare the likelihood and consequence associated with third party damage for the dual fed and single fed system alternatives. Project costs were not in scope of the risk assessment. A copy of the risk assessment can be found at Attachment 1 to this response. A summary of the risk assessment process and results is provided below:

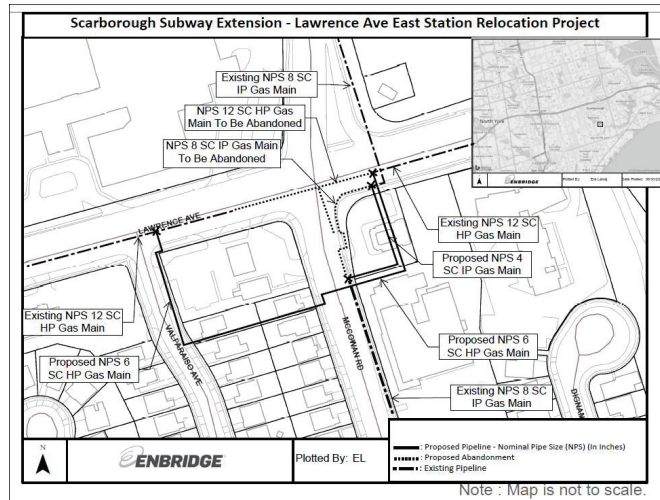
¹ Exhibit C, Tab 1, Schedule 1, p. 5 , para. 9 a).

Likelihood: A data driven model developed at GDS was implemented to assess the system-wide frequency of failure from third-party strikes for the distribution system. The frequency of failure due to third-party damage is expressed as the product of frequency of a third-party hit and probability of damage, given a hit. The frequency of hit factor is estimated based on a fault tree model that accounts for overall excavation frequency that occurs over the pipeline, the effectiveness of preventative measures, and likelihood that excavation depth exceeds the burial depth of the pipe. The likelihood of third-party damage was considered the same for both the single and dual fed scenario.

Consequence: The potential financial, reputational, and operational consequences associated with an outage due to third-party damage were considered. Financial consequence was determined by estimating the cost of an emergency repair, reputational considerations centered around potential media concerns, and operational consequence was based on potential customer impact. The potential financial and reputational consequences were determined through internal stakeholder tacit knowledge, and the potential operational consequence was determined through network modelling to determine the customer impact.

Results: The combination of likelihood and consequence for the single feed scenario translated to low financial, low reputational and medium operational risks. The combination of likelihood and consequence for the dual feed scenario translated to low financial, low reputational and low operational risks. The dual feed mitigates the potential customer loss (i.e., the Scarborough General Hospital) in the event of an outage due to third-party damage, resulting in a lower operational consequence than the single feed scenario.

Description/ Important notes: This risk workshop is evaluating the solution alternatives for the Scarborough Subway Extension Project					Current Residual Risk			Treatment Recommendation	Treatment Owner	Expected Residual Risk			
					Likelihood	Consequence	Risk Ranking			Likelihood	Consequence	Risk Ranking	
Option 1 – No relocation, abandon existing assets in conflict with Metrolinx proposed station a. NPS 12 SC HP GM capped on Lawrence on either side of the intersection – results in loss of resiliency in the pipeline network and leaves the Scarborough Health Network General Hospital and other medical buildings on Lawrence on a one way feed network b. NPS 8 SC IP GM capped on McCowan on either side of the intersection – results in network pressure losses of ~20%													
Potential Hazard	Source	Typical Consequences	Controls to Manage the Risk	Impact CAT									
Third-Party Damage	TPD - Auger/Vertical Drilling TPD - Excavator/Backhoe TPD - Boring/Directional Drilling TPD - Hand Tools TPD - Others *Project Risk Export TPD Combined Annual Frequency 0.000240895532751952	Financial: Cost of emergency repair (Assume size for size ~250k) Reputational: Localized Media Concern Operational: In the event emergency repair activities force an unplanned outaged, projected customer losses at any DD 70 customers, 9 of which are commercial customers including Scarborough hospital	Damage Prevention Program Emergency Response Program	Environmental									
				Financial	3	3	Low			1	1	Low	
				Reputational	3	3	Low			1	1	Low	
				Health & Safety									
				Operational	3	5	Medium	Temporary or permanent bypass (depending on scenario may reduce consequence to 1-2)		3	2	Low	
Option 2 – Relocate both pipelines based on the design location agreed upon with Metrolinx to resolve conflict with proposed station a.NPS 12 SC HP GM relocated with an NPS 6 SC HP GM crossing McCowan Road on Metrolinx properties b.NPS 8 SC IP GM relocated with an NPS 4 SC IP GM on Metrolinx properties c.See below map for updated proposal					Likelihood	Consequence	Risk Ranking				Likelihood	Consequence	Risk Ranking
Third-Party Damage	TPD - Auger/Vertical Drilling TPD - Excavator/Backhoe TPD - Boring/Directional Drilling TPD - Hand Tools TPD - Others *Project Risk Export TPD Combined Annual Frequency 0.000240895532751952 *Conservatively assuming TPD Risk is the same as for the NPS 12*	Financial: Cost of emergency repair (Assume >100k for repair) Reputational: No significant concerns Operational: No customer loss as backfeed is available	Damage Prevention Program Emergency Response Program	Environmental									
				Financial	3	3	Low			1	1	Low	
				Reputational	3	1	Low			1	1	Low	
				Health & Safety									
				Operational	3	1	Low	Backfeed is available		1	1	Low	



ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Reference:

“Customer-Specific Builds: Where the customer fully pays for the incremental infrastructure costs associated with a facility project, in the form of a Contribution in Aid of Construction, the OEB finds that consideration of an IRP Plan will not be required.”
[EB-2021-0091 dec_order_EGI_IRP_20210722, Page 48]

Question(s):

Please confirm which specific exemption(s) from the IRP Framework Enbridge is requesting and the rational for how the exemption applies to this project.

Response:

As noted in the interrogatory reference, the IRP Framework set out specific exemptions including Customer-Specific builds where the customer fully pays for the infrastructure costs of a facility project. Please see Exhibit B, Tab 1, Schedule 1, Attachment 1 and the attachments included in the response to Exhibit I.PP-8 for a copy of the agreement with Metrolinx confirming that they will reimburse Enbridge Gas for the Project costs. Given that Metrolinx is paying the incremental infrastructure costs, an IRP Plan is not required per the IRP Framework.

Similarly, as part of the OEB Decision pertaining to the Scarborough Subway Extension - Kennedy Station Relocation Project (EB-2022-0247), the OEB found that the:

Project is excluded from IRP considerations for the following reasons:

- The Project addresses a system need that must be met in under three years.
- Because Metrolinx will pay all project costs, the project is within the intent of the findings made by the OEB in the IRP Framework decision regarding customer specific builds where the customer fully pays for incremental infrastructure cost.¹

¹ EB-2022-0247, Decision and Order (May 9, 2023), p. 6.

ENBRIDGE GAS INC.

Answer to Interrogatory from Pollution Probe (PP)
Intervenor

Interrogatory

Reference:

PollutionProbe_IR_AppendixA_InfrastructureOntarioAnnouncement_20240205

Question(s):

- a) Please confirm when Enbridge was first become aware that the proposed Scarborough Subway project was planned to proceed.
- b) Per Appendix A noted above, public announcement of the Subway and general routing was released by Infrastructure Ontario in 2019. Did Enbridge assess potential impacts and general alternative options once the project information was announced? If yes, please provide the materials providing the assessment of those options. If no, please explain why not.
- c) As Enbridge mentions, this is not the first project brought forward to the OEB to respond to potential alignment conflicts with the Scarborough Subway. Based on the general routing proposed for the Scarborough Subway, please provide a list of the pipelines relocation projects that Enbridge believes will be required and for each one indicated the estimate date required and estimated cost.

Response:

- a) Enbridge Gas was first made aware of the general location of the Scarborough Subway Extension project (SSE project) in January 2016. However, discussions in 2016 were preliminary in nature as Metrolinx (and its predecessor TTC) had not yet confirmed the scope, location, and schedule for construction of the SSE project at that time.

It was not until November 2019 that Metrolinx was able to provide sufficient details of the SSE project plans at this location (Lawrence East Station), for Enbridge Gas to start to identify conflicts with Company assets. Further, Enbridge Gas was provided sufficient information on the SSE project from Metrolinx to initiate work on preliminary asset relocation designs in 2020.

- b) Once Enbridge Gas was provided sufficient information on the SSE project from Metrolinx in 2020, Enbridge Gas assessed potential impacts and general alternative

options related to the conflicts at the Lawrence East Station. Refer to Exhibit C, Tab 1, Schedule 1, paragraph 9 for descriptions of the three general alternatives that were considered to address this conflict.

- c) Based on the general routing proposed for the SSE project, there are five other conflict locations made known to Enbridge Gas by Metrolinx as of this date, of which design and schedules are not yet finalized and therefore costs and estimated construction dates cannot be provided for these projects. Based on the preliminary descriptions for the conflicts, it is assumed that these additional five pipeline relocation projects will not require Leave-to-Construct applications to be submitted. Additionally, as Metrolinx's SSE project design is still developing, there may still be conflicts that need to be addressed in the future resulting in additional pipeline relocation projects. The locations of the five identified conflict areas with the SSE project and Enbridge Gas assets are:

- Town Haven Place;
- Thicketwood Drive;
- Sheppard Ave East and McCowan Road;
- Nugget Ave and McCowan Road; and
- Meldazy Drive.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Question(s):

Are all components of the proposed pipeline and related proposed station designed to distribute hydrogen or just natural gas? If designed to distribute hydrogen in the future, please indicate what modifications were required to enable the infrastructure to be compatible with hydrogen.

Response:

Pipelines currently being built or replaced are designed for use in natural gas service in accordance with the CSA Z662 standard. There is no station proposed as part of this Project.

Enbridge Gas believes its pipeline system may be compatible with hydrogen blends or pure hydrogen with modifications or perhaps no required modifications. Enbridge Gas plans to conduct a Hydrogen Blending Grid Study (as described in its 2024 Rebasing application¹) to help identify and prioritize the sections of the gas grid most suitable for hydrogen blending and identify associated costs and benefits.

¹ EB-2022-0200, Exhibit 4, Tab 2, Schedule 6, pp. 16 to 18.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Question(s):

- a) Please provide a copy of the agreement with Metrolinx confirming that they will reimburse Enbridge for the project costs.
- b) Please confirm that the agreement for Metrolinx project reimbursement noted above is not a customer agreement (i.e. Metrolinx is not defined as a natural gas customer for purposes of the agreement)
- c) Please indicate if any of the proposed costs in Table 1 of Exhibit E, Tab 1, Schedule 1 require different treatment as a result of the recent EB-2022-0200 OEB Decision. If yes, please provide an updated table reflecting those changes.

Response:

- a) The legal framework consists of the following three separate agreements:
 - 1. Preparatory Activities Agreement that is entered into between Enbridge Gas and Metrolinx is included as Attachment 1 to this response.
 - 2. RFP Agreement that is entered into between Enbridge Gas and Metrolinx is included as Attachment 2 to this response.
 - 3. Utility Work Agreement (UWA), the form of which is attached to the RFP Agreement and ultimately entered into between Enbridge Gas and Metrolinx's Contractor (ProjectCo).

Collectively, these three agreements outline the process by which Enbridge Gas will complete design and construction activity, participate in Metrolinx's procurement process, complete any further design and construction activity with ProjectCo, and ultimately be reimbursed completely for all actual Project costs incurred by Enbridge Gas.

- b) As per the OEB decision pertaining to the Scarborough Subway Extension - Kennedy Station Relocation Project (EB-2022-0247), the Metrolinx agreement for reimbursing Enbridge Gas effectively treats the Project as a customer specific build

where the customer fully pays for incremental infrastructure costs.¹ Please see Exhibit C, Tab 1, Schedule 1, page 3, paragraph 6 and the response to Exhibit I.PP-5.

- c) The proposed costs in Table 1 of Exhibit E, Tab 1, Schedule 1 will not require different treatment as a result of the recent EB-2022-0200 OEB Decision.

¹ EB-2022-0247, Decision and Order (May 9, 2023), p. 6.

MASTER PREPARATORY ACTIVITIES AGREEMENT

SUBWAY PROGRAM

THIS AGREEMENT is made and entered into as of September 2, 2020

B E T W E E N:

METROLINX ("Metrolinx")

- and -

ENBRIDGE GAS INC. ("Enbridge")

RECITALS

1. Metrolinx has advised Enbridge that from time to time Metrolinx anticipates developing and constructing priority transit projects (each a **"Project"**) comprising the: (a) Ontario Line; (b) Scarborough Subway Extension; (c) Yonge North Subway Extension; and (d) Eglinton Crosstown West Extension (collectively, the **"Subway Program"**).
2. Construction of each Project will require, among other things, the design, redesign, relocation and/or reconfiguring to be performed by Enbridge in respect of certain infrastructure and improvements (including underground pipelines) owned or used by Enbridge for the distribution of natural gas to its customers (the **"Enbridge Infrastructure"**).
3. Metrolinx and Enbridge have determined that it is to their mutual benefit that this Agreement be developed to clarify their respective roles and responsibilities in respect of: (a) the temporary or permanent protection, removal, relocation, installation, construction, and/or reconfiguring, inspection and monitoring, and any design work related thereto to be performed by Enbridge in connection with the Enbridge Infrastructure; and (b) the development by Enbridge of the corresponding EGI Utility Work Plans (as such term is defined herein) associated with the Enbridge work identified in subsection (a) above necessary to allow the construction of each Project as planned by Metrolinx, all such work collectively referred to as the **"Enbridge Preparatory Activity"**. In this Agreement, **"Agreement"** means this Master Preparatory Activities Agreement as it may be amended, restated, replaced or supplemented from time to time
4. In order to facilitate its own work on each Project, Metrolinx may request in writing (each, an **"Activity Request"**) that Enbridge proceed with Enbridge Preparatory Activity, (as more particularly described in this Agreement) in order to permit Project related work to be commenced in the vicinity of the applicable Enbridge Infrastructure.
5. Such Enbridge Preparatory Activity will be undertaken at or in respect of certain physical locations to be identified in the relevant Activity Request (collectively the **"Work Locations"**, and each a **"Work Location"**).
6. The Enbridge Preparatory Activity shall comprise the following two separate and distinct components:
 - (a) the design and/or redesign of, the description of, and the drawings, plans and other specifications or requirements (including field work) relating to, any proposed Enbridge Relocation Activity (the **"Enbridge Design Activity"**); and
 - (b) relocating and/or reconfiguring certain sections of the Enbridge Infrastructure pursuant to EGI Utility Work Plans (the **"Enbridge Relocation Activity"**).

7. The purpose of this Agreement is to confirm the terms and conditions and the manner in which Enbridge will undertake and complete the Enbridge Preparatory Activity.

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 **PRINCIPAL TERMS**

1.1 Activity Requests

Metrolinx may from time to time hereafter submit to Enbridge an Activity Request in respect of a Project for the completion of certain Enbridge Preparatory Activity at one or more Work Locations. Any Activity Request for Enbridge Design Activity must be accompanied by the information and detail as provided for in Section 1 of the Standard Conditions and Assumptions as such term is defined in Section 1.5 hereof.

1.2 Work Description and Cost

(a) For each Project, in response to an Activity Request submitted to it hereunder, Enbridge will: (i) identify the activity as an Enbridge Design Activity or an Enbridge Relocation Activity (or both as applicable); (ii) prepare a description of the Enbridge Preparatory Activity at the relevant Work Location(s); (iii) identify estimated costs, expenses and overheads; and (iv) identify the corresponding estimated duration (in the case of Enbridge Relocation Activity only), and which estimated costs, expenses and overheads and estimated duration will be set out in Section 7, and if applicable Section 8 of a draft and unexecuted work schedule substantially in the form of **Schedule 1** attached to this Agreement (each a "**Draft Work Schedule**"). Enbridge shall endeavour to deliver the Draft Work Schedule within six (6) months after receiving an Activity Request.

(b) When providing a Draft Work Schedule to Metrolinx, Enbridge may also provide Metrolinx with those EGI Utility Work Plans comprising either preliminary drawings in the case of Enbridge Design Activity or out-to-construction drawings in the case of Enbridge Relocation Activity and that are referenced in such Draft Work Schedule. Draft Work Schedule(s), once accepted and executed by each of Metrolinx and Enbridge, will form a part of, and be incorporated into, this Agreement (each such fully executed work schedule, a "**Work Schedule**"). Each Work Schedule will include Enbridge's initial estimates of the costs, expenses and overheads associated with completing such Enbridge Preparatory Activity (the "**Estimated Costs**") and the timeframe (in the case of Enbridge Relocation Activity only) (the "**Estimated Duration**"), (the Estimated Costs and Estimated Duration collectively referred to as the "**Estimates**").

(c) Enbridge shall, having regard to and subject to the Standard Conditions & Assumptions, and based on the information provided by Metrolinx as part of an accepted Activity Request, exercise reasonable care in providing Estimates. For greater certainty, any cost, expense or timeframe estimates not specified as part of Section 7 or 8 of a Work Schedule are not Estimates for purposes of this Agreement and are provided on an as-is basis with no assurance as to their accuracy or reliability. If, and to the extent that a Work Schedule that only provides for Enbridge Design Activity requires amendment in order to include Enbridge Relocation Activity, the Work Schedule will be superseded and replaced with a new Work Schedule to reflect such additional Enbridge Relocation Activity and the Estimates to complete the Enbridge Preparatory Activity will also be consolidated and updated into a single Estimate in such new Work Schedule.

1.3 EGI Utility Work Plans

(a) The description of, the drawings (whether a preliminary drawings, out-to-construction drawings, or extracts of as-laid drawings) and in the case of extracts of as-laid drawings, comprising such

content and in such form as Enbridge determines appropriate at its sole discretion (the “**As-Laid Extracts**”), amendments to As-Laid Extracts, plans and other specifications relating to, and the Estimates for or in respect of, any Enbridge Preparatory Activity as set out in the relevant Work Schedule for such Enbridge Preparatory Activity, and including Verification Information (as defined in Section 2.3(e)) any and all amendments, changes, replacements or updates thereto or thereof from time to time are collectively referred to as the “**EGI Utility Work Plans**”.

(b) For certainty, the EGI Utility Work Plans includes all drawings, plans and other specifications prepared by Enbridge during any Enbridge Design Activity, regardless of whether or not such drawings, plans and other specifications result in any Enbridge Relocation Activity, or the generation of an Activity Request by Metrolinx in respect thereof. No changes shall be made or required to be made to any EGI Utility Work Plans, without the prior written approval of Enbridge and, in the case of a Variance Threshold that is proposed to be exceeded, the prior written approval of each of Enbridge and Metrolinx as provided for in Section 2.2(c). As-Laid Extracts will be created from an original as-laid drawing prepared under the supervision of an Ontario Land Surveyor (an “**OLS**”) and which original as-laid drawing will have been certified by an OLS on that basis.

1.4 Acknowledgement of Estimates

(a) Metrolinx acknowledges that the EGI Utility Work Plans, and each part thereof including the Estimates, provided to it from time to time by Enbridge (including in connection with the settlement of any Work Schedule) are drafts and/or estimates only, based on the information about the Enbridge Design Activity (and the proposed Enbridge Relocation Activity to which it relates) made available to Enbridge at the relevant time through an accepted Activity Request. Accordingly, notwithstanding either (i) the provision of Estimates within a Work Schedule and other details set out in any EGI Utility Work Plans or part thereof relating to such Work Schedule, or (ii) the issuance of, or terms or conditions of, any purchase order issued by Metrolinx to initiate either the Enbridge Design Activity, or any part of it, or any corresponding Enbridge Relocation Activity, but subject to the provisions of Sections 1.2, 1.4(b) and 2.1(b), Metrolinx shall reimburse Enbridge for all of Enbridge’s actual costs and expenses incurred in completing Enbridge Preparatory Activity pursuant to a Work Schedule (the “**Actual Costs**”) and which comprise: (i) costs and expenses of Enbridge labour, equipment and materials; (ii) third party costs and expenses; and (iii) internal overhead costs (as such term is defined in Section 3.2(b)). For clarity, the foregoing reimbursement will not exceed the Actual Costs incurred by Enbridge in connection with the relevant Enbridge Preparatory Activity.

(b) If (i) the Actual Costs incurred by Enbridge in completing any Enbridge Preparatory Activity exceed the purchase order or purchase orders issued by Metrolinx for such Enbridge Preparatory Activity, and (ii) such Enbridge Preparatory Activity is being completed in accordance in all material respects with the relevant Work Schedule presented to Metrolinx in connection with such Enbridge Preparatory Activity (including, in the case of Enbridge Relocation Activity, the EGI Utility Work Plans referred to therein), then Metrolinx shall reimburse Enbridge for its Actual Costs.

(c) In the case of Enbridge Relocation Activity, Enbridge will use its reasonable efforts to complete each Enbridge Preparatory Activity within the Estimated Duration; however, if Metrolinx causes or requests Enbridge to re-design any EGI Utility Work Plan that affects any Enbridge Preparatory Activity, the Estimated Duration may have to be extended, at the sole discretion of Enbridge. For certainty, Metrolinx acknowledges that any changes to a Project, including to the design or route of a Project, may have an impact on any Enbridge Preparatory Activity previously or then being undertaken by Enbridge, and may result in changes to the corresponding EGI Utility Work Plans and/or delays in the finalization of such Enbridge Preparatory Activity and related EGI Utility Work Plans.

1.5 Assumptions and Conditions

(a) Except to the extent specifically set out and identified in the relevant Work Schedule to the contrary, the completion of any Enbridge Preparatory Activity, including the Estimates for such Work Schedule, is conditional on the accuracy and correctness of the conditions and assumptions set out in Exhibit A to this Agreement (the “**Standard Conditions and Assumptions**”).

(b) Metrolinx acknowledges that if and to the extent that the Standard Conditions and Assumptions are not met in respect of a Work Location, or the conditions of a Work Location or for the Enbridge Preparatory Activity at or in respect of a Work Location deviate from those set out in the Standard Conditions and Assumptions, then the Estimates for such Enbridge Preparatory Activity may be impacted, and the parties shall review the revised Estimates in accordance with the procedure set out in Section 4.1.

1.6 Use and Ownership of EGI Utility Work Plans

(a) To the extent that Enbridge provides to Metrolinx the EGI Utility Work Plans, or any part thereof, whether as part of a Work Schedule or otherwise, any use of such EGI Utility Work Plans by any party, including any third-party, whether for its own purposes or for purposes of providing products or services to Metrolinx in connection with the Project, or for any other purpose, shall be without liability to Enbridge.

(b) In the case of As-Laid Extracts, Enbridge will, within sixty (60) Business Days following completion of the applicable Enbridge Preparatory Activity under the applicable Work Schedule, provide to Metrolinx the As-Laid Extracts pertaining to such Enbridge Preparatory Activity. In the event Enbridge identifies an error in an As-Laid Extract within twenty four (24) months following its delivery to Metrolinx and where such error requires an amendment to the underlying as-laid drawing, Enbridge will endeavour to notify Metrolinx in writing a timely manner and to supply the underlying amendment to the As-Laid Extract. The foregoing notification provision is a courtesy and not an obligation and Enbridge has no duty or responsibility to Metrolinx for any failure to identify an error or to notify Metrolinx thereof.

(c) Enbridge shall own all right, title and interest, including all intellectual property rights, in and to the EGI Utility Work Plans, and neither Metrolinx nor any other party shall acquire any right, title or ownership interest of any kind whatsoever therein.

(d) Without limiting the generality of Section 1.6(a), where Enbridge provides EGI Utility Work Plans including those that comprise extracts of as-built drawings of newly relocated Enbridge Infrastructure as documented by Enbridge, Metrolinx assumes the entire risk related in any way to any use of or reliance upon such EGI Utility Work Plans and acknowledges and agrees that the EGI Utility Work Plans: (i) may not reflect the actual location of Enbridge Infrastructure; (ii) shall not be used by any party for purposes of locating underground infrastructure; (iii) are provided on an as-is basis and Enbridge makes no guarantee, covenant, representation or warranty, whether express or implied, that the EGI Utility Work Plans are error-free or suitable for a particular purpose; (iv) comprise confidential and proprietary information of Enbridge and may only be used by Metrolinx in connection with the Project and made available to those third parties who have a need-to-know (or where disclosure is compelled by applicable law or as a result of judicial order provided notice of such disclosure is promptly made to Enbridge) and who provide Metrolinx with a written acceptance and agreement as to the foregoing sub-items (i)-(iv), copies of which agreements will be provided to Enbridge upon request.

(e) Metrolinx releases Enbridge from any and all claims, damages, costs, expenses or liabilities of whatever kind (in this Section 1.6(e) referred to collectively as “**claims**”) associated with its use of, or reliance upon, the EGI Utility Work Plans and/or the activities and processes set out in Section 2.3 of this Agreement or any claims made by Metrolinx arising from any use or reliance by any third party to whom Metrolinx makes available either the EGI Utility Work Plans or any of the outcomes of the activities and processes set out in Section 2.3 of this Agreement. Metrolinx will ensure that any third party to whom Metrolinx makes the EGI Utility Work Plans available, including without limitation any general contractor, technical or professional advisors (collectively the “**Contractor**”), executes a release in favour of Enbridge in form and substance acceptable to Enbridge. To the extent that Enbridge provides or has already provided to Contractor the EGI Utility Work Plans, or any part thereof, directly or indirectly, any use of such EGI Utility Work Plans by Contractor or by any other person or entity, whether for its own purposes or for purposes of providing products or services to Metrolinx in connection with the Project, or for any other purpose, shall be without liability to Enbridge.

1.7 Restriction

In no circumstance may Metrolinx undertake, conduct or perform, or permit or authorize any other person or entity to undertake, conduct or perform, any part of the Enbridge Preparatory Activity.

ARTICLE II **UNDERTAKING OF ENBRIDGE PREPARATORY ACTIVITY**

2.1 Undertaking

(a) Subject to Section 2.1(b), Enbridge shall undertake the Enbridge Preparatory Activity based on the relevant Work Schedule and the Standard Conditions and Assumptions, and shall determine all matters relating to the quality, appropriateness and acceptability of the Enbridge Preparatory Activity. In undertaking and completing the Enbridge Preparatory Activity, Enbridge will do so in accordance with this Agreement and all applicable law (including regulatory requirements).

(b) Following finalization of a Work Schedule (by each of Metrolinx and Enbridge executing same pursuant to Section 1.2), Metrolinx will issue to Enbridge a purchase order for the relevant Enbridge Preparatory Activity related to such Work Schedule. Enbridge shall not undertake any Enbridge Preparatory Activity, except pursuant to purchase orders issued by Metrolinx from time to time; provided that, if Metrolinx fails to issue a purchase order for any particular component of the Enbridge Preparatory Activity within ten (10) Business Days of receipt of a request for it by Enbridge to Metrolinx, then Enbridge may on ten (10) Business Days' written notice, determine not to commence or undertake such part of the Enbridge Preparatory Activity, and may do so without any liability to Metrolinx or any other person or entity as a result thereof.

(c) For certainty, notwithstanding the terms or conditions of any purchase order issued by Metrolinx in connection with any of the Enbridge Preparatory Activity as contemplated in this Agreement, the terms and conditions of this Agreement shall govern the completion of the Enbridge Preparatory Activity and the parties' obligations in respect thereof. For further certainty, it is intended that the terms of any such purchase order be consistent with and be governed by the terms of this Agreement.

2.2 Material Changes to the EGI Utility Work Plans

(a) Enbridge shall endeavour, where technically and commercially feasible as determined by Enbridge in its sole discretion, to complete all Enbridge Preparatory Activity in accordance with the relevant EGI Utility Work Plans and Work Schedule. Further, Enbridge will endeavour, where it determines it is practical to do so, to provide Metrolinx with written notification of any material changes to the EGI Utility Work Plans. However, Metrolinx acknowledges that the Enbridge Preparatory Activity will be completed by Enbridge based on a variety of influences, including actual Work Location conditions determined while completing such Enbridge Preparatory Activity, and that such Enbridge Preparatory Activity may vary from the EGI Utility Work Plans.

(b) If any Enbridge Preparatory Activity is not able to be completed in accordance in all material respects with the scope of Enbridge Preparatory Activity as set out in the applicable Work Schedule and as a result an amendment is needed to the applicable Work Schedule, then Enbridge shall consult with Metrolinx in development of an alternative scope of Enbridge Preparatory Activity and an Estimate to correspond with such alternative scope of Enbridge Preparatory Activity that is mutually acceptable to both parties as documented in a written amendment to the applicable Work Schedule and thereupon Metrolinx shall issue a further purchase order in respect thereof pursuant to Section 2.1.

(c) Without limiting Sections 2.2(a) and 2.2(b), if and to the extent that the actual site conditions encountered at a Work Location while completing Enbridge Preparatory Activity require that it vary from the applicable EGI Utility Work Plans by more than the Variance Threshold, (defined below), then Enbridge shall promptly notify Metrolinx in writing of the need for such Variance Threshold and obtain the prior written approval of Metrolinx, which approval will not be unreasonably withheld.

- (d) any “**Variance Threshold**” means with respect to the proposed or actual placement of Enbridge Infrastructure as part of the Enbridge Preparatory Activity:
 - (i) any horizontal variance (plus or minus) by the lesser of: 0.3 metres and such variance as may be permitted by the applicable municipal public utility coordinating committee; or
 - (ii) any vertical variance (plus or minus) by the lesser of 0.6 metres; and such variance as may be permitted by the applicable municipal public coordinating committee.

2.3

Verification

- (a) Enbridge shall, with such intervals and at such locations as are specified in a Work Schedule (each, a “**Data Delivery Segment**”), deliver data that has been collected by a contractor of Enbridge (which contractor shall either be an Ontario Land Surveyor (an “**OLS**”) or a contractor under the supervision of an OLS) in the course of, and at the time of, completing the applicable Enbridge Preparatory Activity within such Data Delivery Segment. Such data will comprise georeferenced coordinates measured at least every 30 metres (the “**GPS Point Frequency**”) unless Enbridge determines that field conditions make such GPS Point Frequency impractical in which case the GPS Point Frequency will be as specified by Enbridge. In connection with the foregoing, the following applies:
 - (b) In the case of unexposed Enbridge Infrastructure completed using trenchless installation or where the trench has been backfilled due to site conditions, the georeferenced coordinates will be based upon the recorded location of installation of Enbridge Infrastructure as measured by the applicable tool, and/or as assessed by the applicable operator of such tool or as such Enbridge Infrastructure may be identified by stakes or paint marks (“**surface marking**”), and which surface marking will be completed by an Enbridge contractor who will not be an OLS or under the supervision of an OLS.
 - (c) In the case of exposed Enbridge Infrastructure, the georeferenced coordinates will be based on the recorded location of the exposed Enbridge Infrastructure as measured to specific identifying features.
 - (d) All such aforementioned data is referred to as the “**GPS Data**”. For clarity GPS Data: (1) includes only Enbridge Infrastructure comprising natural gas mains and associated valves and fittings but excludes all other Enbridge Infrastructure including natural gas services; (2) is intended for use only with the datums referenced with the GPS Data; (3) is constrained as to its accuracy and reliability by certain limitations to physically identify the location of Enbridge Infrastructure; and (4) does not constitute a locate of underground infrastructure as contemplated by applicable laws.
 - (e) The GPS Data, once available for a given Data Delivery Segment will be delivered to Metrolinx together with such corresponding OLS certification as is required under this Agreement (the “**OLS Certification**”) (the GPS Data and OLS Certification being collectively referred to as the “**Verification Information**”).
 - (f) Following receipt of the Verification Information:
 - (i) Provided the plotted GPS Data falls within the Approved Alignment Lands (defined below) as confirmed by such OLS Certification, Metrolinx shall provide written confirmation of the Verification Information (each a “**Verification Confirmation**”) to Enbridge no later than ten (10) Business Days following receipt thereof; or
 - (ii) If Metrolinx believes that the GPS Data falls outside of the Approved Alignment Lands Metrolinx shall promptly notify Enbridge in writing of the specifics of such potential discrepancy, and no event later than ten (10) Business Days following

receipt of the Verification Information (each a “**Verification Discrepancy**”), following which the parties will promptly meet to review same with the objective of achieving a practical and timely resolution thereof.

- (g) It is acknowledged and agreed that the OLS Certification does not certify the accuracy of the GPS Data or the actual location of the Enbridge Infrastructure; rather, the OLS Certification is a certification that the Enbridge Infrastructure as represented by the GPS Data is located within:
- (i) the lands identified in the applicable Work Orders referenced in the applicable Work Schedule;
 - (ii) in the case of an in-field design change for the applicable Enbridge Preparatory Activity where such in-field design change falls within the Variance Threshold and does not require Metrolinx approval, the lands that are the subject of such in-field design change;
 - (iii) in the case of an in-field design change for the applicable Enbridge Preparatory Activity and where such in-field design change falls outside the Variance Threshold and has been approved in writing by Metrolinx pursuant to Section 2.2(c), the lands that are the subject of such in-field design change; and
 - (iv) in the case of an Alignment Resolution as provided for pursuant to Sections 2.3(h) and 2.3(i), the lands that are subject to such Alignment Resolution

(such lands for the applicable Enbridge Preparatory Activity collectively referred to as the “**Approved Alignment Lands**”).

- (h) If Metrolinx has identified a Verification Discrepancy (defined below), the parties will meet to consider it. If the parties determine that the Enbridge Preparatory Work for any given Data Delivery Segment is not within the Approved Alignment Lands (an “**Alignment Discrepancy**”) the parties agree to work collaboratively and reasonably to reach a mutually agreed upon resolution on the Alignment Discrepancy (each an “**Alignment Resolution**”) taking into account technical, operational and financial concerns. Such Alignment Resolution will comprise any one or more of the following:
- (i) Adjustment of the Approved Alignment Lands to accommodate the Alignment Discrepancy. This may include altering the underlying transit design and/or adjusting the Enbridge design requirements;
 - (ii) Alteration of the relevant Enbridge Preparatory Work where such alteration does not require an amendment to the applicable Work Schedule; and/or
 - (iii) Amendment of the scope of the relevant Enbridge Preparatory Work and/or reperformance of all or portions of the relevant Enbridge Preparatory Work as provided for or pursuant to Section 2.2(b).
- (i) Following completion of the Alignment Resolution, the process set out above in this Section 2.3 will be repeated in order to obtain Verification Confirmation. The Enbridge Preparatory Activity for a given Work Schedule will be completed following (i) completion of the applicable Enbridge Preparatory Activity; and (ii) receipt of applicable Verification Confirmations for the Data Delivery Segments set out in such Work Schedule

2.4 Third-Party Contractors

In connection with the performance of the Enbridge Preparatory Activity, 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 Enbridge Preparatory Activity 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. Whether or not Enbridge engages third-party contractors to perform some or all of the Enbridge Preparatory Activity, Enbridge is not relieved of its obligations under this Agreement

2.5 Timing and Changes

(a) Enbridge will use its reasonable efforts to complete all Enbridge Relocation Activity within the Estimated Duration set out in the relevant Work Schedule. However, Metrolinx acknowledges that delays may be possible and such timeframe may be unattainable due to factors beyond Enbridge's control. Enbridge shall not be responsible for any costs, losses or damages incurred by Metrolinx or any other person or entity as a result of any such delay. Such delays include such delays as may result from the requirement to comply with the process for disclosure to third parties in section 4 of the Confidentiality Agreement dated as of March 18, 2020 between Metrolinx, Ontario Infrastructure and Lands Corporation and Enbridge, as it may be amended from time to time (the "**Confidentiality Agreement**").

(b) During performance of all Enbridge Preparatory Activity, Enbridge will use reasonable efforts to keep Metrolinx reasonably informed of: (i) the status and timing of performance of the Enbridge Preparatory Activity, (ii) any matters which may materially affect the Estimates for the applicable Enbridge Preparatory Activity, and (iii) any material changes to such Estimates.

(c) From time to time Enbridge, based on the information available to Enbridge and in accordance with Enbridge's usual forecasting and accounting process, shall make reasonable efforts to provide Metrolinx with a financial update for a Work Schedule indicating that part of the Actual Costs comprising third party costs and expenses and that have been incurred by and invoiced to Enbridge up to the date specified in the financial update. Any such financial update does not represent the final Actual Costs, is non-binding and is provided on an as-is basis with no assurance as to its accuracy or reliability.

2.6 Safety

(a) In completing Enbridge Relocation Activity, Enbridge or its contractor will assume the role of constructor as defined in the *Occupational Health and Safety Act*, R.S.O. 1990, Chapter O.1 and the regulations thereunder (the "**OHSA**") and will remain responsible for fulfilling and shall comply with all applicable obligations pursuant to the OHSA. Enbridge represents and warrants that it is familiar with the obligations imposed on it under the OHSA and that it has and maintains safety procedures and policies consistent with its obligations under the OHSA including the Enbridge Life Saving Rules.

(b) Prior to commencing Enbridge Relocation Activity at a Work Location, Enbridge and Metrolinx will meet to review and discuss those aspects of the Enbridge Relocation Activity that could affect Metrolinx operations or other stakeholders at a Work Location, including without limitation Work Location specific safety concerns and priorities. At such meeting Enbridge will notify Metrolinx as to the specific Enbridge contractor that will be fulfilling the role of constructor pursuant to the OHSA at such Work Location. If and to the extent either party identifies a safety related concern with respect to a Work Location and requests to meet with the other party, both parties shall meet as soon as possible and in no event later than twenty-four (24) hours following receipt of request for such meeting.

(c) Where a notifiable and/or reportable incident as prescribed in the OHSA (collectively a "**Reportable Incident**") with respect to the Enbridge Relocation Activity, Enbridge will promptly notify Metrolinx of such Reportable Incident.

(d) Enbridge and Metrolinx will work collaboratively to develop a media communication plan as it relates to the Enbridge Relocation Activity.

ARTICLE III
PAYMENT FOR ENBRIDGE PREPARATORY ACTIVITY

3.1 Invoices and Payment

(a) Invoices for Enbridge Preparatory Activity will be provided by Enbridge to Metrolinx from time to time. Such invoices will reference purchase orders relating to the relevant Enbridge Preparatory Activity, which purchase orders will be issued to Enbridge by Metrolinx as provided in Section 2.1. For certainty, Metrolinx shall pay Actual Costs incurred in accordance with this Agreement in completing the Enbridge Preparatory Activity, as provided in Section 1.4. For certainty, and notwithstanding the Estimates, Metrolinx shall pay Enbridge's Actual Costs incurred in completing the Enbridge Preparatory Activity with 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 Metrolinx shall be increased by an amount equal to the applicable tax rate multiplied by the amount payable, and Metrolinx shall pay the increased amount.

(b) Reimbursement of all of Enbridge's Actual Costs in completing Enbridge Preparatory Activity in accordance with the terms of this Agreement is authorized and triggered through the commencement of the relevant Enbridge Preparatory Activity by Enbridge, and by the issuance by Metrolinx of the corresponding purchase order. Metrolinx shall fully pay all invoices provided by Enbridge to Metrolinx pursuant to the terms of this Agreement within sixty (60) days of delivery of the relevant invoice to Metrolinx. Metrolinx will not, for any reason or under any circumstance, be allowed to deny, hold back or set-off against or delay payment to Enbridge of any invoice provided by Enbridge hereunder. The foregoing sentence does not preclude Metrolinx from exercising its rights pursuant to Section 3.2 or Article VI (Dispute Resolution).

(c) If and to the extent Enbridge Preparatory Activity at a Work Location involves a crossing of a Metrolinx rail corridor then, notwithstanding any term of the applicable crossing agreement or work permit issued by Metrolinx thereunder requiring Enbridge to be responsible for some or all of the costs and expenses of such rail crossing (the "**crossing cost allocation**"), such crossing cost allocation will not apply and that the reimbursement provisions hereunder shall govern and control.

(d) For the purpose of Enbridge establishing, and Metrolinx reimbursing, the amount of any third party costs and expenses incurred by Enbridge forming part of the Actual Costs, Enbridge shall provide to Metrolinx an invoice therefor itemizing such third party costs and expenses with the name of each third party provider and the amount of the relevant invoice(s) received by Enbridge from such provider, together with a certificate of a senior representative of Enbridge stating that (i) all such amounts have been properly incurred by Enbridge in connection with Enbridge Preparatory Activity or the fulfillment of its obligations under this Agreement, (ii) Enbridge has paid the full amount of such invoice(s), and (iii) the amount reflected on the Metrolinx invoice is the amount set out on the invoice(s) received by Enbridge from the relevant third party provider. For certainty, Metrolinx shall not be entitled to require or receive any additional documentation in support of such invoice(s), and shall remit payment therefor as contemplated in this Agreement.

3.2 Review Rights – Books and Records

(a) Metrolinx may, at its expense, at a mutually agreeable date and time, but subject to Section 3.1(d), attend at Enbridge's offices to review such parts of Enbridge's books and records, and Enbridge agrees to make such books and records available for such review, as may reasonably be required by Metrolinx to verify the Actual Costs invoiced to Metrolinx hereunder for any Enbridge Preparatory Activity. Metrolinx covenants and agrees that it shall not disclose to any other person or entity any of the information reviewed by it under this paragraph, without the prior written consent of Enbridge, or unless required by applicable law. Further, Metrolinx shall not be entitled to remove, make copies of or otherwise reproduce any of Enbridge's books and records reviewed or made available to Metrolinx hereunder.

(b) Metrolinx acknowledges and accepts that, as part of Enbridge's Actual Costs incurred in completing any Enbridge Preparatory Activity, Enbridge attributes and allocates its internal overhead costs

at a rate of thirty-five per cent (35%) of those third party costs and expenses that form a part of Actual Costs, including planning and design overhead and construction overhead, for the relevant Enbridge Preparatory Activity ("**internal overhead costs**"), and that there will be no other books or records to support such internal overhead costs, and that such internal overhead costs will be reflected as a line item on each invoice issued by Enbridge hereunder.

3.3 Final Accounting and Payment – Enbridge Preparatory Activity

(a) Within twenty-four (24) months of the completion of the relevant Enbridge Preparatory Activity (other than any restoration work if applicable) for a particular Work Location, Enbridge will determine the final amount of the Actual Costs incurred to complete the relevant Enbridge Preparatory Activity, and shall notify Metrolinx of such final amount of the Actual Costs. Enbridge shall provide to Metrolinx an invoice for the amount, if any, remaining owing by Metrolinx to Enbridge in respect of such Enbridge Preparatory Activity, as identified in such determination, and Metrolinx shall pay any such balance owing within sixty (60) days of receipt of such invoice.

(b) Notwithstanding the foregoing, if the applicable municipality invoices Enbridge for any restoration work associated with the Enbridge Preparatory Activity at any time after the issuance of the foregoing invoice, Metrolinx agrees that it shall either remit payment for such municipal invoice directly to the applicable municipality (as directed on the relevant invoice) or remit payment therefor to Enbridge forthwith following delivery of such municipal invoice to Metrolinx by Enbridge, and where the applicable municipality invoices Metrolinx directly for any such restoration work, Metrolinx shall remit payment for such municipal invoice directly to the applicable municipality.

ARTICLE IV **SETTLEMENT OF WORK SCHEDULE**

4.1 Settlement Process

(a) Upon receipt of an Activity Request and where such Activity Request has been accepted by Enbridge, Enbridge shall determine the nature and extent of the Enbridge Preparatory Activity required to be completed in respect of or at the relevant Work Location, as well as the Estimates of completing such Enbridge Preparatory Activity and which will be referenced in a Draft Work Schedule.

(b) Following receipt of the Draft Work Schedule, Metrolinx shall notify Enbridge whether Metrolinx (i) accepts the Draft Work Schedule, or (ii) requires revisions to the Draft Work Schedule.

(c) If Metrolinx accepts the Draft Work Schedule, then following execution of such Work Schedule by both parties it shall be and be deemed to be the Work Schedule for such Work Location, and shall become a part of and incorporated into this Agreement, as provided in Section 1.2 above.

(d) If Metrolinx requires revisions to the Draft Work Schedule, then it shall simultaneously outline to Enbridge the components of the Draft Work Schedule that require revision and the reasons therefor. Thereafter, Enbridge and Metrolinx shall work diligently to settle the Draft Work Schedule, until Metrolinx accepts the Draft Work Schedule, at which time the provisions of Section 4.1(c) shall apply.

(e) If Metrolinx fails to accept the Draft Work Schedule as prepared or revised by Enbridge, then Enbridge may refuse to perform, or complete, the relevant Enbridge Preparatory Activity at and for such Work Location, and without any liability to Metrolinx or any other person or entity as a result thereof.

(f) Metrolinx will issue a purchase order for each Work Schedule established pursuant to Section 1.2 above. However, if Metrolinx fails to issue a purchase order as required under Section 2.1(b), Enbridge may nevertheless commence the Enbridge Preparatory Activity which is the subject of a Work Schedule that has been executed by both parties as provided in Section 1.2 and this Section 4.1 regardless of whether the relevant purchase order has been issued, and the commencement of such work in the

absence of such purchase order does not impact the obligation of Metrolinx set out in this Agreement to reimburse Enbridge for it.

4.2 Cooperation

Metrolinx will cooperate with, and provide information and reasonable assistance to, Enbridge, as requested by Enbridge from time to time, in order to permit Enbridge to prepare each Draft Work Schedule, and to complete the Enbridge Preparatory Activity.

ARTICLE V **INSURANCE, INDEMNIFICATION AND RELEASE**

5.1 Metrolinx and Enbridge Insurance

Each party covenants to maintain the following insurance for the duration of all Enbridge Preparatory Activities and a period of two (2) years thereafter:

- (a) commercial general liability insurance protecting against all claims which might arise as a result of each party's activities under the terms of this Agreement including bodily injury, death or property damage, and which insurance shall include a cross liability with severability of interest clause of standard wording. Such insurance shall have limits of Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. Each party's policy of insurance shall include the other party as an additional insured; and
- (b) automobile liability insurance which shall have limits of Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property and for meeting statutory accident benefits requirements in respect of all licensed vehicles used in connection with the performance of the terms of this Agreement whether such vehicles are owned, non-owned, leased or hired.

5.2 Indemnification

- (a) Metrolinx hereby indemnifies Enbridge and Enbridge's directors, officers, shareholders, employees **and** representatives (each, an "Indemnified Party", and collectively, the "Indemnified Parties") against and saves and holds them harmless from any and all claims, demands, liabilities, damages, losses, costs, or expenses (collectively, "Losses") suffered or incurred by any of the Indemnified Parties resulting from or arising out of or related to any claim or allegation by Metrolinx or by any third-party (including any third-party engaged, directly or indirectly, by Metrolinx in connection with **the** Project) that performance of the Enbridge Preparatory Activity or any failure to perform any of the Enbridge Preparatory Activity or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other rights or obligations under this Agreement, resulted in, contributed to, or was a cause of any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by Metrolinx or by any such third-party.
- (b) The foregoing indemnity shall:
 - (i) not apply to Losses to the extent resulting from the grossly negligent acts or willful misconduct of an Indemnified Party (the "**indemnification exception**"), provided that the indemnification exception shall have no application as it relates to Losses that in any manner relate to the EGI Utility Work Plans, and/or the activities and processes set out in Section 2.3 of this Agreement; and
 - (ii) include legal expenses incurred by the Indemnified Party to defend any action, suit or proceeding commenced by Metrolinx or by any such third-party.

5.3 Release

Except to the extent Losses resulting from the gross negligence or willful misconduct of an Indemnified Party, Metrolinx hereby releases each of the Indemnified Parties from any and all Losses suffered or incurred by Metrolinx or any of its directors, officers, shareholders, employees or representatives resulting from or arising out of or related to performance of the Enbridge Preparatory Activity, or any part of it, or any failure to perform any of the Enbridge Preparatory Activity, or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other obligations under this Agreement, or reliance by any person or entity on the EGI Utility Work Plans, or any part thereof.

ARTICLE VI **DISPUTE RESOLUTION**

6.1 Resolution Procedure

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 construction of this Agreement (each, a “**Dispute**”), then (except in the case of an emergency):

- (a) In the first instance, the Dispute shall be referred to the respective parties’ representatives primarily dealing with the subject matter of the Dispute who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after the Dispute arose; and
- (b) If such representatives are unable to resolve the dispute within such 20 Business Days, they will refer the dispute to their respective applicable senior management who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after referral of the Dispute to them.

6.2 Mediation Procedure

If the parties are not able to resolve the Dispute as contemplated under Section 6.1, then upon written 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 and in any event within 30 days after the Dispute was referred to the mediator.

6.3 Failure to Settle

- (a) If a mediator is not appointed within 30 days after the parties are unable to resolve the Dispute under Section 6.1, or if the parties are not able to resolve the Dispute (regardless of whether a mediator is appointed) within 90 days after delivery of the referral notice of the Dispute to mediation, then the parties shall be entitled to pursue, including by litigation, whatever rights and remedies are available to them, at law or in equity including under the *Building Transit Faster Act, 2020* (Ont.).
- (b) Despite any ongoing Dispute, the parties shall continue to perform each of their roles and responsibilities set out in the Agreement except to the extent that the resolution of the Dispute is required to proceed with such roles and responsibilities.

ARTICLE VII **GENERAL PROVISIONS**

7.1 Termination by Metrolinx

Metrolinx may, in its discretion, terminate this Agreement or any Enbridge Preparatory Activity to be undertaken pursuant to this Agreement, by notice to Enbridge; provided that, in such event,

Metrolinx shall be responsible to and shall reimburse Enbridge for all of Enbridge's Actual Costs incurred (i) in performance of all Enbridge Preparatory Activity to the effective date of such termination, (ii) in demobilizing, suspending or ceasing all affected Enbridge Preparatory Activity, and (iii) in restoring all affected Enbridge Infrastructure to a condition which permits the safe, continued operation of such Enbridge Infrastructure and which, for certainty, may include the need for Enbridge to complete the relevant Enbridge Preparatory Activity (in each case, as determined by Enbridge in its sole discretion).

7.2 Relationship of the Parties

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.

7.3 Rules of Interpretation

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"; "**Business Day**" means any day except Saturday, Sunday or any day other than 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 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. If any payment or other action is required to be made or done under this Agreement on a day that is not a Business Day, then such act or step may be made or done on the next Business Day.

7.4 Excusable Delay/Force Majeure

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, (but not including lack of funds) such as, but not limited to, acts of God, pandemic, 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.

7.5 Assignment

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.

7.6 Entire Agreement

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 (including pursuant to a Work Schedule).

7.7 Amendment

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

7.8 Notice

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 faxed or emailed to the party at the addresses set out below (or such other addresses as Metrolinx 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 faxed, on the next following day or if emailed on the day of delivery as recorded in the electronic mail system of the sender; 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.
101 Honda Boulevard,
Markham, Ontario L6C 0M6
Attention: Tara Kuuskman, Supervisor, Transit

Email: tara.kuuskman@enbridge.com

To Metrolinx: Metrolinx
20 Bay Street, Suite 600,
Toronto, Ontario, M5J 2W3
Attention: Director, Third Parties
Fax: 416-869-1755

With a copy to:

Michael Kitagawa
Metrolinx Law Department
97 Front St. West, Toronto, Ontario, M5J 1E6
Fax: 416-869-1755
Email: Michael.Kitagawa@metrolinx.com

7.9 Law of Contract

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.

7.10 Parties in Interest

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

7.11 Third Parties

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

7.12 Confidentiality

It is acknowledged and agreed that the EGI Utility Work Plans comprise Confidential Information of Enbridge pursuant to the Confidentiality Agreement and may not be used or disclosed by Metrolinx other than as expressly provided for in this Agreement.

7.13 Further Assurances

Each of the parties shall upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary to give full effect to this Agreement.

7.14 Counterparts and Signatures

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 fax or PDF (email) transmission 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.

[end of text]
[the next page is the signing page]

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.

METROLINX

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the Corporation

ENBRIDGE GAS INC.

By: _____
Name:
Title:

I have authority to bind the Corporation

EXHIBIT A

to the Enbridge Master Preparatory Activity Agreement

STANDARD CONDITIONS AND ASSUMPTIONS

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

1. Activity Requests for Enbridge Design Activity

The following are the conditions which apply to, and/or must be met or complied with by Metrolinx in order to submit an Activity Request for Enbridge Preparatory Activity relating to design/redesign of Enbridge Infrastructure:

- (a) A definitive development footprint for a Project with all external development boundaries identified and the “**Development Footprint**”) together with a legal description of all properties and corresponding ownership interests and registered encumbrances of properties within the Development Footprint and for all properties sharing a boundary with the Development Footprint (the “**Boundary Lands**”), all as referenced in a legal survey prepared and stamped by an Ontario Land Surveyor.
- (b) Identification of areas of conflict as between the Project and the Enbridge Infrastructure within the Development Footprint as provided through the existing Enbridge mark-ups process (“Enbridge Infrastructure Conflicts”).
- (c) Property acquisition plans relating to the Development Footprint and Boundary Lands.
- (d) If available, preliminary or concept designs of the Project as it relates to the Development Footprint.
- (e) Identification of the applicable category of Enbridge Preparatory Activity.
- (f) Such other conditions as Enbridge, acting reasonably and in a manner consistent with the Agreement, may determine are appropriate in the circumstances.

2. General Conditions

The following are the general conditions which apply to the Enbridge Preparatory Activity:

- (a) The Enbridge Preparatory Activity will be carried out by Enbridge in accordance with (i) Enbridge’s usual standards, policies, procedures, specifications and processes (which will not be disclosed or provided to Metrolinx except as Enbridge determines is required for purposes of coordinating the Enbridge Preparatory Activity with Metrolinx and its third-party contractors), Enbridge’s Life Saving Rules and Enbridge’s ‘Statement of Business Conduct’ (a copy of which has been provided to Metrolinx) and (ii) applicable laws.
- (b) Enbridge shall determine all matters relating to the quality, appropriateness and acceptability of the Enbridge Preparatory Activity.
- (c) In matters pertaining to the Enbridge Preparatory Activity, Enbridge will follow its own standards, practices, procedures or similar requirements, notwithstanding any conflict with

any standards, practices, procedures or similar requirements of Metrolinx or any of its third-party contractors.

- (d) Enbridge will coordinate with Metrolinx and its third-party contractors for the completion of the Enbridge Preparatory Activity, including informing Metrolinx and its third-party contractors of the scheduled energization of the relocated gas mains, and representatives of Enbridge and Metrolinx or such 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 coordination of the Enbridge Preparatory Activity and that there is an agreed understanding of their respective roles and responsibilities, as applicable, at the Work Locations, as contemplated in these Standard Conditions and Assumptions.
- (e) Enbridge will be responsible for obtaining: (i) necessary permits to allow Enbridge to complete the Enbridge Preparatory Activity within the applicable municipal right-of-way, including any road-cut permits and road occupancy permits; and (ii) utility locates in connection with the Enbridge Preparatory Activity prior to commencing the Enbridge Preparatory Activity.
- (f) Enbridge Preparatory Activity requiring access to Metrolinx owned lands at a Work Location will require a work permit from Metrolinx as a condition of being granted such access.
- (g) In emergency or life-threatening situations related to any of the Enbridge Preparatory Activity, as determined solely by Enbridge, Enbridge shall have the authority to issue instructions, which shall be immediately followed and implemented in full by Metrolinx and its third-party contractors.
- (h) No changes shall be made or required to be made to any EGI Utility Work Plans, without the prior written approval of Enbridge.
- (i) Enbridge shall determine all matters relating to site safety and occupational health and safety pertaining to the Enbridge Preparatory Activity including related requirements and obligations under federal and provincial laws and regulations (including under the *Technical Standards and Safety Act, 2000* S.O. 2000, C.16 and the OHSA).
- (j) Metrolinx and its third-party contractors will recognize Enbridge or its contractor as the constructor under the OHSA at the Work Locations during performance of the Enbridge Preparatory Activity and will comply with the Enbridge's health and safety programs while at the Work Locations during performance of the Enbridge Preparatory Activity.
- (k) 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.

3. Required Site Conditions:

The following are some of the general site conditions which must be provided by Metrolinx or its third-party contractors in connection with the Enbridge Preparatory Activity. 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 Preparatory Activity.

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

- (b) To the extent requested by Enbridge, a working area will be provided or made available by Metrolinx or its third-party contractors, on a separation of time and space basis, for the safe set up and operation of Enbridge equipment, and for the access and handling of required materials including, where applicable as determined by Enbridge, space to allow for the “string out” of the main.

4. Assumptions:

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

- (a) Except for environmental approvals/permits that Enbridge is required to obtain in its own name for purposes of Enbridge Preparatory Activity, Metrolinx or its third-party contractors will obtain all other environmental approvals/permits in connection with the Project, including any municipal tree conservation approvals/permits.
- (b) All soils are drillable with no rock excavation being required.
- (c) Subsurface conditions and contracted drilling tools enable the Enbridge Infrastructure to be located within the Approved Alignment Lands in a technically feasible manner.
- (d) GPS Data comprises georeferenced coordinates that are obtained by an OLS using a variety of tools including but not limited to global positioning systems, total stations and other measurement tools as an OLS determines are appropriate in the circumstances.
- (e) GPS Data accurately reflects the location of Enbridge Infrastructure at the time of collection.
- (f) Verification Confirmations are received as contemplated in the Agreement or if there is an Alignment Discrepancy, a corresponding Alignment Resolution is reached and implemented resulting in a Verification Confirmation.
- (g) Enbridge will be able to source and secure third-party contractors on a timely basis with appropriate capabilities and qualifications and in compliance with the requirements of the Confidentiality Agreement.
- (h) No environmental contaminations of the Work Locations or other such issues are encountered.
- (i) The following clearances must be maintained between the circumference of the gas pipeline and other underground structures; and any deviation from these minimum clearances requires the prior written authorization of Enbridge, in its sole discretion.

Gas Pipeline Size	Direction	Minimum Clearance (m)
Up to NPS 12	Horizontal	0.6
	Vertical	0.3
NPS 12 and larger	Horizontal	0.6
	Vertical	0.6

NEB-Regulated Pipelines and Vital Mains	Horizontal	1.0
	Vertical	0.6

- (j) 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, a copy of the current version of which has been provided to Metrolinx together with such other written requirements as may be communicated in writing to Metrolinx by Enbridge.
- (k) Enbridge will only be responsible for temporary site restoration to the Work Locations. Such temporary site restoration will be subject to the restoration requirements of the applicable municipality. To the extent that repair or replacement of the temporary site restoration is required by the applicable municipality during the twenty-four (24) month period following completion of the temporary site restoration, such repair or replacement work will also be considered Enbridge Preparatory Activity. After such twenty-four (24) month period any ongoing temporary site restoration repair or replacement is the responsibility of Metrolinx.
- (l) If the applicable municipality undertakes permanent site restoration of the Work Locations Metrolinx will be responsible for the payment of all costs and expenses in respect of such permanent site restoration. In the event permanent site restoration is billed by the applicable municipality to Enbridge, Metrolinx will reimburse Enbridge for any such cost and expense.
- (m) Enbridge will be able to negotiate and obtain all temporary or permanent easements as Enbridge may require in order to complete the Enbridge Preparatory Activity.
- (n) All Enbridge pipelines will be situated within either the public road allowance or private easements that have been obtained, as necessary or applicable.
- (o) 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 applicable municipal consent requirements and subject to any special arrangements between Enbridge and impacted landowners 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.
- (p) In addition, various other environmental and other site conditions may impact the costs and expenses and time required to complete the Enbridge Preparatory Activity, 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 railway corridors) 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, 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;
 - (iii) no public awareness signage, such as electronic sign boards or other warning regarding the performance of the Enbridge Preparatory Activity;
 - (iv) no jersey barriers are required; and
 - (v) the Enbridge Preparatory Activity 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.
-

SCHEDULE 1

to the Subways Master Enbridge Preparatory Activity Agreement

FORM OF WORK SCHEDULE

WORK SCHEDULE [INSERT SEQUENTIAL NUMBER] DATED [INSERT CURRENT DATE] MADE PURSUANT TO THE SUBWAYS MASTER PREPARATORY ACTIVITIES AGREEMENT ENTERED INTO BETWEEN ENBRIDGE GAS INC. AND METROLINX

[Note to Preparer: If a new Work Schedule is being entered into that has the effect of replacing an existing Work Schedule in order to update the scope of Enbridge Preparatory Activity (i.e. A Work Schedule for Enbridge Design Activity is being amended to include Enbridge Relocation Activity) then include the following statement: "This Work Schedule [X] substitutes and replaces Work Schedule [Y] effective as of [Insert Current Date]."]

Project No.: <*insert number*>
Version Date: <*insert date*>

[Note to Preparer: If this Work Schedule is substituting and replacing an existing Work Schedule refer to the original Project No. on the existing Work Schedule. The Version Date however should be the current date]

1. Type of Enbridge Preparatory Activity

Enbridge Design Activity

☐

Enbridge Relocation Activity

☐

**Check boxes that apply to the Activity Request.*

[Note to Preparer: If this Work Schedule is replacing an existing Work Schedule make sure to check boxes that include the prior Enbridge Preparatory Activity in addition to the new Enbridge Preparatory Activity (i.e. prior scope plus current scope)]

2. Work Location

[•]

3. General Description of the Activity

[Note to Preparer: If this Work Schedule is replacing an existing Work Schedule make sure to include a description that encompasses prior Enbridge Preparatory Activity in addition to the new Enbridge Preparatory Activity]

4. Applicable Data Delivery Segments

[Note to Preparer: A Data Delivery Segment may comprise the entirety of all gas mains being installed as part of the scope of Enbridge Preparatory Activity for this Work Schedule or instead may comprise segments of such Enbridge Preparatory Activity demarcated by intervals or by specific geographic locations.]

5. **Expected Scope of the Activity and Sequencing**

6. **EGI Utility Work Plans (Work Order Numbers)****

*****This Section Only applies and is completed if the Work Schedule includes Enbridge Relocation Activity. Otherwise leave blank***

The Enbridge Relocation Activity referenced in this Work Schedule is more completely set out and itemized in the following Enbridge Work Orders (referred to in the Agreement as the 'EGI Utility Work Plans'):

- (a) xxx
- (b) xxx
- (c) xxx

The EGI Utility Work Plans are not intended for construction, and may be subject to further revision by Enbridge. They have been provided to Metrolinx on an as-is basis for purposes only of outlining the general nature and extent of the Enbridge Relocation Activity provided for in this Work Schedule and Enbridge makes no representation or warranty (express or implied) that they are complete, accurate or error-free.

7. **Initial Estimate of Work Cost**

Enbridge Preparatory Activity – Enbridge's initial estimate of the total cost of the Enbridge Preparatory Activity referenced in this Work Schedule is:

\$x,xxx,xxx.xx (plus applicable taxes)

The breakdown of the initial estimated cost for the Enbridge Preparatory Activity is as follows:

[Note to Preparer: If this Work Schedule is replacing an earlier Work Schedule then the estimated cost should be updated in each task to include estimated cost from earlier Work Schedule.]

	Task	Estimated cost (dollars)
(i)	Enbridge equipment and labour	x,xxx,xxx
(ii)	materials	x,xxx,xxx
(iii)	contractors	x,xxx,xxx
(iv)	other	x,xxx,xxx
(v)	overheads	x,xxx,xxx
	total	<u>\$x,xxx,xxx.xx</u>

As provided in the Agreement, (A) such Initial Estimate of Work Cost is only an estimate and is based on, among other things, the 'Standard Conditions and Assumptions' set out in Exhibit "A" to the Agreement, and (B) Metrolinx is responsible, and shall reimburse Enbridge, for all of Enbridge's Actual Costs incurred in completing the relevant Enbridge Preparatory Activity.

8. **Initial Estimate of Work Timeline**

[Note to Preparer: If Work Schedule includes Enbridge Relocation Activity then include this Section, otherwise delete.]

Enbridge's initial estimate of the minimum number of working days required for Enbridge to complete those parts of the Enbridge Preparatory Activity comprising Enbridge Relocation Activity referenced in this Work Schedule is:

xxx days (the "**Estimated Duration**").

As provided in the Agreement, such Initial Estimate of Work Timeline is only an estimate and is subject to, among other things, the impact of any changes to the Enbridge Relocation Activity or the Project, including to the design or route of the Project as contemplated by the Agreement, and delays may be possible and such timeline unattainable.

[end of text]
[the next page is the signing page]

The parties hereby execute this Work Schedule to evidence their agreement to the Enbridge Preparatory Activity to be undertaken hereunder, all as contemplated and provided for in Sections 1.2 and 4.1 of the Agreement.

DATED this _____ day of _____, 202__.

METROLINX

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

ENBRIDGE GAS INC.

By: _____
Name: _____
Title: _____

I have authority to bind the Corporation
.

MASTER RFP AGREEMENT

SUBWAY PROGRAM

THIS AGREEMENT is made and effective as of September 2, 2020 (the “**Effective Date**”)

BETWEEN:

METROLINX (“**Metrolinx**”)

- and -

ENBRIDGE GAS INC. (“**Enbridge**”)

RECITALS

1. Metrolinx and Enbridge are parties to a Master Preparatory Activities Agreement (Subway Program) dated as of August 20, 2020 (the “**Preparatory Activities Agreement**”) through which Enbridge has completed or is in the process of completing certain design and/or relocation work related to certain priority transit projects (“**Project**” being as defined therein) comprising the: (a) Ontario Line; (b) Scarborough Subway Extension; (c) Yonge North Subway Extension; and (d) Eglinton Crosstown West Extension (collectively, the “**Subway Program**”).
2. Metrolinx has advised Enbridge that for certain Projects Metrolinx intends to deliver such Projects using a design, build, and/or finance and maintain model, pursuant to which Metrolinx will issue a Request for Proposal (the “**RFP**”). An RFP may comprise more than one Project.
3. Metrolinx and Enbridge are entering into this Master Subway Program RFP Agreement (which as it may be amended, restated, or supplemented from time to time, being, the “**Agreement**”) to set out the roles and responsibilities of each in connection with the conduct of RFPs by Metrolinx for any given Project(s), and to confirm the form of agreement as between Enbridge and any given ProjectCo (as such term is defined below) for any given Project(s) (each a “**Utility Work Agreement**”) and through which Enbridge will, at the request of ProjectCo, undertake (a) the temporary or permanent protection, removal, relocation, installation, construction and/or reconfiguring, inspection and monitoring, and any design work related thereto in connection with certain infrastructure and improvements owned or used by Enbridge for the distribution of natural gas to its customers (the “**Enbridge Infrastructure**”); and (b) the development of the corresponding EGI Utility Work Plans (as such term is defined herein) associated with the Enbridge work identified in subsection (a) above, all such work collectively referred to as the “**EGI Utility Work**”. All activity performed by Metrolinx and Enbridge pursuant to this Agreement is referred to as the “**RFP Engagement Activity**”.
4. In this Agreement, bidders responding to any given RFP are referred to as the “**Proponents**”, a successful Proponent is referred to as “**ProjectCo**”, and the agreement that will be entered into between Metrolinx and any given ProjectCo is referred to as the “**Project Agreement**”.

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
PRINCIPAL TERMS

1.1 RFP Activation Schedule

(a) In the event Metrolinx requests that Enbridge become engaged in an RFP process for any given Project(s) and for the parties to commence RFP Engagement Activity the parties will enter into a RFP Activation Schedule in the form attached as Schedule 1 referencing the particulars of the Project (each an “**RFP Activation Schedule**”). In the absence of a fully executed RFP Activation Schedule no RFP Engagement Activity will be undertaken by Enbridge and Metrolinx will not solicit information from Enbridge in support of the RFP process. For certainty, to the extent that any Enbridge Preparatory Activity (as such term is defined in the Preparatory Activities Agreement) is requested by Metrolinx to be completed as a result of an RFP process for any Project prior to the execution of a Utility Works Agreement as between Enbridge and ProjectCo for such Project, any such work performed by Enbridge will not be considered RFP Engagement Activity but rather will be considered Enbridge Preparatory Activity and completed at the request of Metrolinx pursuant to the Preparatory Activities Agreement and all deliverables or content generated by Enbridge hereunder will be considered EGI Utility Work Plans pursuant to the Preparatory Activities Agreement.

(b) It is acknowledged and agreed by Metrolinx that Enbridge’s ability to perform RFP Engagement Activity could be impacted due to resourcing constraints due to the quantity and timing of RFP Activation Schedules and the RFP Engagement Activity required to be performed pursuant to such RFP Activation Schedules. Accordingly Metrolinx shall: (i) endeavour to give to Enbridge early written notice and projections of upcoming RFPs, the scope thereof, and requirements for Enbridge participation through an RFP Activity Schedule; (ii) endeavour to avoid overlapping RFPs and Projects; (iii) as soon as practicable deliver to Enbridge a list of the meetings contemplated under Section 1.4 below and a chart of contemplated Projects, and give updates of such list and chart from time to time; and (iv) if Enbridge is unable to attend a Project Meeting, Enbridge shall promptly notify Metrolinx of this and re-schedule it in consultation with Metrolinx. Where both parties agree that Enbridge requires incremental resources in order to support the purpose and intent of this Agreement, Metrolinx will fully reimburse Enbridge for such incremental resources with the terms and conditions of such reimbursement to be set out in a written amendment to this Agreement.

1.2 Utility Work Agreement

- (a) Metrolinx shall cause each Project Agreement to provide, among other things, that:
- (i) Enbridge, or its subcontractors and not ProjectCo, will perform the EGI Utility Work;
 - (ii) ProjectCo is responsible for entering into a Utility Work Agreement with Enbridge for Enbridge to complete the EGI Utility Work;
 - (iii) the form of Utility Work Agreement that Enbridge intends to enter into with ProjectCo is the form of agreement attached to this Agreement as Schedule 2 (the “**Enbridge Form of Utility Work Agreement**”) and which Enbridge Form of Utility Work Agreement requires among other things the delivery of financial security to Enbridge as set out therein;
 - (iv) ProjectCo is required to enter into the Enbridge Form of Utility Work Agreement with Enbridge with only such revisions that Enbridge at its sole discretion determines are appropriate; Enbridge is not required to negotiate with ProjectCo any revisions to the Enbridge Form of Utility Work Agreement; and
 - (v) Enbridge will not commence any of the EGI Utility Work (other than that commenced pursuant to the Preparatory Activities Agreement) until a Utility Work Agreement is entered into between Enbridge and ProjectCo as provided

in this Agreement.

(b) Either as part of the Project Meetings (as defined in Section 1.4(a) below) or otherwise as part of the RFP process for any given Project, Enbridge will meet with and respond to questions from the applicable Proponents (including ProjectCo) in respect of the Enbridge Form of Utility Work Agreement.

(c)

- i. Following the execution of an RFP Activation Schedule, Enbridge shall, within 120 calendar days thereafter, deliver to Metrolinx a written notice (the “**UWA Update Notice**”) referring to this Section 1.2(c) and either: (A) attaching to it an updated Enbridge Form of Utility Work Agreement for use in connection with such RFP (an “**Updated Form of UWA**”); or (B) confirming that there is no update to the Enbridge Form of Utility Work Agreement. For purposes of this Section 1.1(c)(i), where Enbridge does not deliver to Metrolinx a UWA Update Notice as provided for above, such non-delivery shall be deemed to constitute a UWA Update Notice delivered to Metrolinx confirming that there is no update to the Enbridge Form of Utility Work Agreement.
- ii. If Enbridge has delivered to Metrolinx an Updated Form of UWA as provided for in Section 1.1(c)(i) above, such Updated Form of UWA shall constitute the Enbridge Form of Utility Work Agreement for purposes of Section 1.2 of this Agreement for the applicable RFP and related Project(s) and will be communicated to Proponents as such.
- iii. If a ProjectCo Selection Notice (as defined below) has not been delivered by Metrolinx to Enbridge within 12 months after the UWA Update Notice (in each case the “UWA Anniversary Date”), Enbridge may, at its option elect to provide Metrolinx a further Updated Form of UWA within 120 calendar days after the UWA Anniversary Date which will have the same effect as described above in Section 1.2(c)(ii). The foregoing process will be repeated on each subsequent UWA Anniversary Date until such time as Enbridge either receives a ProjectCo Selection Notice or notification from Metrolinx that the RFP is being terminated.
- iv. The parties acknowledge and agree that, for the purposes of this Section 1.2, the updates in an Updated Form of UWA are intended to relate to:
 1. Project-specific scope and requirements;
 2. Changes in Enbridge policies, procedures, practices and standards or in their interpretation or application;
 3. Changes in Enbridge governance requirements or in their interpretation and application including changes required by Enbridge approving departments;
 4. Knowledge and experience obtained by Enbridge in the course of working on relocation projects involving Metrolinx and its contractors;
 5. Regulatory considerations; and
 6. Applicable laws

(d) Following the selection of a ProjectCo pursuant to an RFP, the execution of a Project Agreement with Metrolinx and commercial close:

- i. Metrolinx will provide written notification thereof to Enbridge (the “**ProjectCo Selection Notice**”) and provide therewith: (A) the legal name and address of

ProjectCo for any given Project; and (B) a written consent allowing Enbridge to disclose to ProjectCo any Confidential Information received by Enbridge as provided for in the CA (as defined herein) to the extent Enbridge determines such disclosure is required and in order to perform the EGI Utility Work pursuant to the Utility Work Agreement and confirmation that Section 4 of the CA shall have no application as it relates to disclosure to ProjectCo or to any other third party of such Confidential Information relating to such RFP and its applicable Project(s)

- ii. Metrolinx will use reasonable efforts to deliver to Enbridge such details of Project insurance as may be requested by Enbridge that Metrolinx has obtained and is permitted to disclose to Enbridge in connection with the applicable Project(s) including on wrap-up and course-of-construction insurance as will enable Enbridge to efficiently and expeditiously assess the Project insurance.

(e) Following receipt of the ProjectCo Selection Notice, and, at the written request of Metrolinx, Enbridge will enter into a Utility Work Agreement with a ProjectCo either (i) in the form of the Enbridge Form of Utility Work Agreement (subject to Section 1.2(c)), or (ii) in a form with such changes and on such other terms as ProjectCo and Enbridge may mutually agree, provided that Enbridge shall be under no obligation to agree to any changes to the Enbridge Form of Utility Work Agreement or to any other terms not acceptable to Enbridge, in its sole discretion. Any delay in the entering into of a Utility Work Agreement between Enbridge and a ProjectCo may delay the start of the Utility Work to be completed thereunder.

(f) Except as may be specifically provided for in this Agreement, Metrolinx will not be a party to the Utility Work Agreement or have any liability or obligation to Enbridge under it including for the cost of meeting with a ProjectCo, the cost of negotiating the terms of a Utility Work Agreement or the cost of undertaking and completing the applicable Utility Work.

(g) In no circumstance may Metrolinx undertake, conduct or perform, or permit or authorize any other person or entity to undertake, conduct or perform, any part of the applicable Utility Work.

1.3 RFP RFI Process

(a) For each Project, at the request of Metrolinx, Enbridge will provide to Metrolinx responses to questions raised by, and other requests for information from, Proponents during the RFP process which questions or requests relate to the Enbridge Infrastructure (the "**RFI Process**"). The nature and extent of such responses shall be in the sole discretion of Enbridge; provided that such response be intended to provide a reasonable response to such questions and requests.

(b) Enbridge acknowledges that Metrolinx has an obligation to provide a response to questions and information requests from Proponents within ten (10) Business Days of receipt of a question or information request, and Enbridge shall use its reasonable efforts to provide to Metrolinx a response to relevant questions or information requests forwarded to it as quickly as possible, with the intent of allowing Metrolinx to fulfill such obligation.

1.4 Meetings with Proponents

(a) For each Project, at the request of Metrolinx, and on not less than fifteen (15) Business Days' prior notice, Enbridge will meet with each Proponent, as reasonably requested by Metrolinx, with a view to providing information and responding to questions about the Utility Work to facilitate the development and construction of the applicable Project ("**Project Meetings**"). For certainty, Project Meetings includes Topic Meetings, Ad Hoc Meetings and Metrolinx Meetings.

(b) For each Project Meeting that Metrolinx requests Enbridge to attend, Metrolinx will provide to Enbridge, at least ten (10) Business Days prior to the occurrence of the relevant Project

Meeting, an agenda setting out the matters for discussion at the Project Meeting.

(c) The specific number and anticipated timing of topic meetings (“**Topic Meetings**”) with each of the Proponents to discuss Enbridge Infrastructure issues related to the relevant Proponent’s proposal for each Project will be identified in the applicable RFP Activation Schedule.

(d) In addition to Topic Meetings, Enbridge will attend and participate in ‘ad hoc’ meetings with the Proponents (“**Ad Hoc Meetings**”) from time to time, as reasonably requested by Metrolinx; provided that the date and time of, as well as the participants in, each such meeting can be agreed to between Metrolinx and Enbridge, in advance, each acting reasonably.

(e) Enbridge will attend and participate in meetings with Metrolinx (and without any Proponent) to be held in advance of and following each Topic Meeting and each Ad Hoc Meeting (“**Metrolinx Meetings**”); provided that the scheduling of and attendees for such Metrolinx Meetings are agreed to between Metrolinx and Enbridge at the time that the similar details for the relevant Project Meeting are settled. The purpose of such Metrolinx Meetings will be solely to prepare for and debrief from each Project Meeting.

Where it is not practical to meet in person, Enbridge’s participation in any meetings provided for in this section 1.4 may be conducted remotely.

1.5 No Unfair Advantage

(a) Enbridge will not knowingly meet with, agree to meet with, enter into discussions with or provide information to any Proponent regarding the Utility Work required in respect of the applicable Project without the prior approval of Metrolinx, and enquiries received by Enbridge from Proponents in respect of any given Project or the Utility Work required in respect of the particular Project will be forwarded by Enbridge to Metrolinx.

(b) Notwithstanding the foregoing, (i) Metrolinx acknowledges that Enbridge may have a relationship with some or all of the Proponents in respect of the business and operations of Enbridge and which is unrelated to the Utility Work contemplated by the applicable RFP, and as a result may, from time to time and in the normal course of its business, meet with, enter into discussions with or provide information to such Proponents regarding the temporary or permanent protection, removal, relocation, reconfiguring, inspection and monitoring of various parts of the Enbridge Infrastructure unrelated to the Utility Work contemplated by the applicable RFP; and (ii) nothing in this Agreement shall limit or restrict Enbridge from carrying on its business in the normal and ordinary course including Enbridge’s process for the selection of Enbridge contractors.

1.6 No Liability of Enbridge: Responses Not Binding

Enbridge will not be responsible or liable for any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by Metrolinx or by any other person or entity resulting from or arising out of any claim or allegation that:

- (i) any failure to perform any of the Utility Work to be undertaken by Enbridge pursuant to the Utility Work Agreement, or
- (ii) the timing of such performance, including (through no fault of Enbridge) the failure to enter into a Utility Work Agreement, or
- (iii) any response or other information provided by Enbridge to any party in

connection with its participation in the RFI Process or in any Project Meetings (whether written, electronic or oral, and whether at the time of or following such participation),

resulted in, contributed to, or was a cause of any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by such any third-party (including any such claims related to delays in implementation or completion of any given Project).

Further, any response or other information provided by Enbridge to any party in connection with its participation in the RFI Process or in any Project Meetings (whether written, electronic or oral, and whether at the time of or following such participation) is not binding on Enbridge.

1.7 Termination of Obligations

Notwithstanding any other provision of this Agreement, Enbridge's obligations under the applicable RFP Activation Schedule, including its obligations to respond to questions as part of the RFI Process, to attend Project Meetings and to consider changes to the Enbridge Form of Utility Work Agreement, shall terminate when both of the following occur: (i) Metrolinx notifies Enbridge in writing that Metrolinx has entered into a Project Agreement with ProjectCo; and (ii) Enbridge notifies Metrolinx in writing that Enbridge has entered into a Utility Work Agreement with ProjectCo.

ARTICLE II **OPERATIONAL** **MATTERS**

2.1 Contact Persons and Committee

(a) Metrolinx and Enbridge shall each designate an individual or individuals from time to time who shall be the contact person for matters arising under this Agreement.

(b) The parties shall also establish a committee (the "**Committee**") comprised of two senior persons appointed by Metrolinx and two senior persons appointed by Enbridge who shall work cooperatively and in good faith to identify emerging problems and develop proposed solutions, and shall provide a forum for the resolution of Disputes (as defined in Section 5.1 below). If a Dispute arises with respect to this Agreement, the dispute will be referred to the Committee with the intent that the Committee use its diligent efforts to resolve such Dispute on a consensual basis. The Committee shall involve and call upon persons, as required and considered necessary or desirable by it, to facilitate a resolution of any matters in Dispute.

2.2 Cooperation

Metrolinx will cooperate with, and provide information and reasonable assistance to, Enbridge, as requested by Enbridge from time to time, in order to permit Enbridge to fulfill its obligations to Proponents under this Agreement.

2.3 Business in the Ordinary Course

Notwithstanding any of the provisions of this Agreement, nothing in this Agreement shall, or is intended to, limit in any way the manner in which or methods or practices by which Enbridge carries on its business in the ordinary course, including the manner in which or methods or practices by which Enbridge effects the temporary or permanent protection, removal, relocation, reconfiguring, inspection or monitoring of any of the Enbridge Infrastructure not related to the Utility Work, including the

communications that it may have with any of its third-party contractors or service providers in respect of such Utility Work.

2.4 Confidential Information

(a) In connection with the fulfillment of their respective obligations under this Agreement as it relates to a specific Project, Enbridge, Metrolinx and Ontario Infrastructure and Lands Corporation (“IO”) have entered into a confidentiality agreement dated as of March 18, 2020 (the “CA”), a copy of which is attached at Schedule 3. The CA shall only apply to a Project to the extent that an RFP Activation Schedule has been executed as it relates to that Project.

(b) In connection with the providing or disclosing to Enbridge of any ‘Confidential Information’ (as defined in the CA) of Metrolinx or IO (and which may include Confidential Information of any of the Proponents for any given Project), Enbridge has established certain internal protocols to limit the dissemination of such Confidential Information within Enbridge, including restricting the initial disclosure of such Confidential Information to those Enbridge employees who participate in the applicable Project Meetings (the “**EGI Personnel**”).

(c) If, in connection with providing information and responding to questions about the Utility Work during an RFI Process or the Project Meetings, the EGI Personnel determine that: (A) they require the input of other Enbridge personnel, and (B) for whatever reason, such other Enbridge personnel may not be in a position to keep the relevant Confidential Information confidential or to otherwise comply with the terms of the CA with respect to such Confidential Information, then the EGI Personnel shall so inform Metrolinx, and Metrolinx shall then have the option to permit the EGI Personnel to disclose the relevant Confidential Information to such other Enbridge personnel or to restrict the further disclosure of such Confidential Information within Enbridge.

(d) Metrolinx acknowledges that: (i) if Metrolinx instructs the EGI Personnel to disclose the relevant Confidential Information to such other Enbridge personnel, the relevant Confidential Information may not be kept confidential or otherwise used in compliance with the terms of the CA, and Enbridge shall not be in default of the CA as a result thereof, and (ii) if Metrolinx instructs the EGI Personnel to not disclose the relevant Confidential Information to such other Enbridge personnel, the information and responses provided to a Proponent during or in respect of the applicable RFI Process or the Project Meetings may not be adequate or complete, and Enbridge shall not be in default of this Agreement as a result thereof.

2.5 Proprietary Documentation

(a) To the extent that any Enbridge Preparatory Activity (as such term is defined in the Preparatory Activities Agreement) is requested by Metrolinx to be completed as a result of an RFP process for any Project prior to the execution of a Utility Works Agreement as between Enbridge and ProjectCo for such Project, any such work performed by Enbridge will be considered Enbridge Preparatory Activity and completed at the request of Metrolinx pursuant to the Preparatory Activities Agreement and all deliverables or content generated by Enbridge as a result of an RFP Process hereunder will be considered EGI Utility Work Plans pursuant to the Preparatory Activities Agreement, and neither Metrolinx, nor any of the Proponents, nor any other party shall acquire any right, title or ownership interest of any kind whatsoever therein.

(b) To the extent that Enbridge provides, or has already provided, to Metrolinx or any of the Proponents the EGI Utility Work Plans, or any part thereof, whether as part of the RFP process, including the RFI Process, or otherwise, any use of such EGI Utility Work Plans remains subject to the

terms and conditions of the Preparatory Activities Agreement.

ARTICLE III
PAYMENT FOR ENBRIDGE
PARTICIPATION

3.1 Reimbursement of Costs and Expenses by Metrolinx

(a) For each Project Metrolinx shall reimburse Enbridge for Enbridge's costs and expenses for participating in the RFP process, for participating in the RFI Process and any Project Meetings, and for providing information to Proponents, all as contemplated in this Agreement.

(b) The amount of such costs and expenses for which Metrolinx will reimburse Enbridge shall comprise only:

- (i) for each meeting contemplated in Section 1.4 attended by any Enbridge personnel, the amounts specified in the applicable RFP Activation Schedule (collectively, the **"Meeting Fees"**); plus
- (ii) for all time spent by any Enbridge personnel on matters required to be attended to by them pursuant to this Agreement other than attending the meetings provided for in paragraph (i) above, including any preparation for such meetings, an amount equal to the actual time spent times the hourly rates specified in the applicable RFP Activation Schedule (the **"Hourly Fees"**); plus
- (iii) the actual third-party costs and expenses incurred by Enbridge in connection with the entering into of an RFP Activation Schedule or the fulfillment of its activities pursuant to or in connection with such RFP Activation Schedule (and for certainty which expenses include parking and mileage costs for attending all meetings), without any mark-up or additional fee in respect thereof, (the **"Third-Party Costs"**); plus
- (iv) an amount equal to thirty-five per cent (35%) of the Third-Party Costs, in respect of Enbridge's internal overhead costs (the **"Internal Overhead Costs"**),

(the Meeting Fees, the Hourly Fees, the Third-Party Costs and the Internal Overhead Costs each an **"EGI RFP Fee Category"** and collectively the **"EGI RFP Fees"**).

(c) For the purpose of Enbridge establishing, and Metrolinx reimbursing, the amount of any EGI RFP Fees in respect of an RFP Activation Schedule, Enbridge shall provide to Metrolinx an invoice therefor itemizing the aggregate total for each EGI RFP Fee Category. In the case of the Third-Party Costs, Enbridge shall provide to Metrolinx an invoice therefor itemizing such costs and expenses by third-party vendor with the name of each third-party vendor and the amount of the relevant invoice received by Enbridge from such third-party vendor. Enbridge will, if requested by Metrolinx, provide Metrolinx a certificate of a senior representative of Enbridge stating that (i) the amounts referenced in such invoice for each EGI RFP Fee Category have been properly incurred by Enbridge in connection with the entering into of an RFP Activation Schedule or the fulfillment its obligations under this Agreement, (ii) in the case of EGI RFP Fees comprising Third-Party Costs Enbridge has paid the full amount of such invoice(s) and that the amount(s) reflected on the invoice are the amount(s) set out on the invoice received by Enbridge from the relevant third-party vendor. For certainty, Metrolinx shall not be entitled to require or receive any additional documentation in support of third-party vendor(s) invoice and shall remit payment therefor as contemplated in this Agreement.

3.2 Invoices and Payment

(a) From time to time hereafter, but not more often than twice each month, Enbridge shall issue to Metrolinx an invoice for any EGI RFP Fees to be paid by Metrolinx to Enbridge hereunder, and not previously invoiced to Metrolinx.

(b) Such invoices will reference the applicable purchase order number(s) relating to the Project(s) (as such term is defined in the Preparatory Activities Agreement) to which the applicable RFP Activation Schedule corresponds. For certainty, notwithstanding the terms or conditions of any purchase order issued by Metrolinx and referenced between the parties, the terms and conditions of this Agreement shall govern as it relates to the RFP Engagement Activity. Metrolinx shall pay all amounts specified hereunder together with 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 Metrolinx shall be increased by an amount equal to the applicable tax rate multiplied by the amount payable, and Metrolinx shall pay the increased amount.

(c) Metrolinx shall fully pay all invoices issued by Enbridge to Metrolinx pursuant to this Agreement within thirty (30) days of delivery of the relevant invoice to Metrolinx. Metrolinx will not, for any reason or under any circumstance, deny, holdback or set-off against or delay payment to Enbridge of any invoice provided by Enbridge hereunder.

ARTICLE IV **INSURANCE, INDEMNIFICATION AND RELEASE**

4.1 Insurance

Each party covenants to maintain the following insurance for the duration of all RFP Engagement Activity as referenced in the last RFP Activation Schedule entered into pursuant to this Agreement and for a period of two (2) years thereafter:

(a) commercial general liability Insurance protecting against all claims which might arise as a result of each party's activities under the terms of this Agreement including bodily injury, death or property damage, and which insurance shall include a cross liability with severability of interest clause of standard wording. Such insurance shall have limits of Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. Each party's policy of insurance shall include the other party as an additional insured; and

(b) automobile liability insurance which shall have limits of Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property and for meeting statutory accident benefits requirements in respect of all licensed vehicles used in connection with the performance of the terms of this Agreement whether such vehicles are owned, non-owned, leased or hired.

4.2 Indemnification

Metrolinx hereby indemnifies Enbridge and Enbridge's directors, officers, shareholders, employees and representatives (each, an "**Indemnified Party**", and collectively, the "**Indemnified Parties**") against and saves and holds them harmless from any and all claims, demands, liabilities, damages, losses, costs, or expenses (collectively, "**Losses**") suffered or incurred by any of the Indemnified Parties resulting from or arising out of or related to any claim or allegation by Metrolinx or by

any third-party (including any third-party engaged, directly or indirectly, by Metrolinx in connection with an RFP Activation Schedule) that performance by Enbridge of its RFP Engagement Activity or any failure by Enbridge to perform its RFP Engagement Activity or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other rights or obligations under this Agreement, resulted in, contributed to, or was a cause of any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by Metrolinx or by any such third-party. The foregoing indemnity shall include legal expenses incurred by the Indemnified Party to defend any action, suit or proceeding commenced by Metrolinx or by any such third-party. The foregoing indemnity shall not apply: (i) if the Losses are the result of the gross negligence or willful misconduct of Enbridge; or (ii) in respect of Losses resulting from EGI Utility Work performed by Enbridge pursuant to a Utility Work Agreement entered into with a ProjectCo.

4.3 Acknowledgement and Release

(a) Metrolinx acknowledges and agrees that the Indemnified Parties: (i) are participating in the RFP process at the request of Metrolinx and only in the limited capacity described in this Agreement; (ii) have no responsibility for the RFP process or the results thereof; and (iii) are not intended to be liable for any Losses arising out of, or as a result of their participation in, the RFP process or the performance of, or any failure to perform, any of the obligations of Enbridge under this Agreement.

(b) Except for Losses resulting from the grossly negligent acts or willful misconduct of the Indemnified Persons or any of them, Metrolinx hereby releases each of the Indemnified Parties from any and all Losses suffered or incurred by Metrolinx or any of its directors, officers, shareholders, employees or representatives arising out of or related to the performance of Enbridge's RFP Engagement Activity under this Agreement, or any failure to perform Enbridge's RFP Engagement Activity, or the timing of such performance. This release does not extend to or include Losses incurred or suffered by the Indemnified Persons arising out of the Utility Work Agreement entered into between Enbridge and any ProjectCo, including in respect of any EGI Utility Work performed by Enbridge pursuant to any such agreement.

(c) If Enbridge is made a party to any claim or proceeding as a result of its participation in the RFP process or the performance of its obligations under this Agreement, or any failure to perform any of such obligations, or the timing of such performance, Metrolinx will have the right, at its sole expense, to assume carriage of any such proceeding and will reimburse Enbridge for the actual third-party costs and expenses incurred by Enbridge in connection with Enbridge defending itself against or otherwise participating in such claim or proceeding.

ARTICLE V **DISPUTE** **RESOLUTION**

5.1 Resolution Procedure

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 construction of this Agreement (each, a "**Dispute**"), then (except in the case of an emergency)

- (a) In the first instance, the Dispute shall be referred to the respective parties' representatives primarily dealing with the subject matter of the Dispute who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after the Dispute arose; and

- (b) If such representatives are unable to resolve the dispute within such 20 Business Days, they will refer the dispute to their respective applicable senior management who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after referral of the Dispute to them.

5.2 Mediation Procedure

If the parties are not able to resolve the Dispute as contemplated under Section 5.1 then, upon written 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 and in any event within 30 days after the Dispute was referred to the mediator.

5.3 Failure to Settle

- (a) If a mediator is not appointed within a period of thirty (30) days, or if the parties are not able to resolve the Dispute under Section 5.1 (regardless of whether a mediator is appointed) within a period of ninety (90) days, following delivery of the referral notice of the Dispute to mediation, then the parties shall be entitled to pursue, including by litigation, whatever rights and remedies are available to them, at law or in equity including under the *Building Transit Faster Act, 2020* (Ont.).
- (b) Despite any ongoing Dispute, the parties shall continue to perform each of their roles and responsibilities set out in the Agreement except to the extent that the resolution of the Dispute is required to proceed with such roles and responsibilities.

ARTICLE VI **TERM**

6.1 Term

This Agreement shall be effective as of the Effective Date and continue for a term of 10 years. Upon written agreement of both Parties this Agreement can be renewed for such additional term as the Parties determine is appropriate. Notwithstanding the expiry of this Agreement, all obligations of the Parties as they relate to any existing and fully executed RFP Activation Schedule shall continue and this Agreement shall be deemed to survive as it relates to such RFP Activation Schedule.

ARTICLE VII **GENERAL** **PROVISIONS**

7.1 Relationship of the Parties

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.

7.2 Rules of Interpretation

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 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. If any payment or other action is required to be made or done under this Agreement on a day that is not a Business Day, then such act or step may be made or done on the next Business Day.

7.3 Excusable Delay/Force Maieure

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, 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.

7.4 Survival

Notwithstanding the termination or expiration of this Agreement for any reason, the provisions of Article III and Article IV of this Agreement shall survive such termination or expiration in respect of all services provided or work performed, as well as in respect of all matters arising or occurring, prior to such termination or expiration.

7.5 Assignment

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.

7.6 Entire Agreement

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. This Agreement is not intended to derogate from, waive, and does not have the effect of, superseding or amending any prior agreements made between the parties.

7.7 Amendment

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

7.8 **Notice**

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 faxed or emailed to the party at the addresses set out below (or such other addresses as Metrolinx 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 faxed, on the next following day or if it is sent by email on the date of transmission as evidenced by the e-mail system of the transmitting 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.

<p>To Enbridge:</p> <p>101 Honda Boulevard Markham, Ontario L6C 0M6 Attention: Supervisor, Transit</p> <p>Email: tara.kuuskman@enbridge.com Attention: Supervisor, Transit</p> <p>with a copy to: Daniel Petrozziello Email: daniel.petrozziello@enbridge.com</p>	<p>To Metrolinx:</p> <p>20 Bay Street, Suite 600, Toronto, ON M5J 2W3 Attention: Director, Third Parties Fax: 416-869-1755</p> <p>With a copy to:</p> <p>Michael Kitagawa Metrolinx Law Department 97 Front St. West, Toronto, M5J 1E6 Fax: 416-869-1755 Email: Michael.Kitagawa@metrolinx.com</p>
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7.9 **Law of Contract**

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.

7.10 **Parties in Interest**

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

7.11 **Third Parties**

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon or give to any person, other than the parties hereto and their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

7.12 **Further Assurances**

Each of the parties shall upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary to give full effect to this Agreement.

7.13 **Counterparts and Fax Signatures**

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.

[the next page is the signature page]

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.

METROLINX By: _____ Name: Title: By: _____ Name: Title: I/We have authority to bind the Corporation	ENBRIDGE GAS INC. By: _____ Name: Title: I have authority to bind the Corporation
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Schedules

Schedule 1 - Form of RFP Activation Schedule

Schedule 2 – Form of Enbridge Utility Work Agreement

Exhibits to Enbridge Form of Utility Work Agreement:

“A” – Description of Specific Project

“B” - Standard Conditions and Assumptions

“C” - Required ProjectCo Insurance and Rider 1 (ProjectCo Construction Insurance)

Schedules to Enbridge Form of Utility Work Agreement:

1- Relocation Request

2- Form of Work Schedule

Schedule 3 – Confidentiality Agreement

SCHEDULE 1

FORM OF RFP ACTIVATION SCHEDULE

[INSERT PROJECT NAME*]

[Note to Preparer: *Project Name is based on name assigned to corresponding Project referenced in Work Schedule under Master Preparatory Activities Agreement.]

[Note to Preparer: In the case where there is no corresponding Work Schedule under the Master Preparatory Activities Agreement then the Project Name will be unique to this RFP Activation Schedule and not be cross-referenced to Project Name in a Work Schedule under the Master Preparatory Activities Agreement]

[INSERT METROLINX PO REFERENCE*]

[Note to Preparer: *PO reference is identical to and cross references with the Metrolinx PO assigned to corresponding Project referenced in Work Schedule under Master Preparatory Activities Agreement.]

[Note to Preparer: In the case where there is no corresponding Work Schedule under the Master Preparatory Activities Agreement then the Project Name and PO will be unique to this RFP Activation Schedule and not be cross-referenced to Project Name and PO in a Work Schedule under the Master Preparatory Activities Agreement]

By signing where indicated below the parties confirm their mutual agreement to enter into this RFP Activation Schedule pursuant to the Master RFP Agreement as it relates to the [Insert Project Name] [as more particularly referenced in Work Schedule [X] entered into pursuant to the Master Preparatory Activities Agreement dated as of August 20, 2020 previously entered into by the parties]. For purposes of this RFP Activation Schedule, the RFP Engagement Activity being conducted by Enbridge involves the following meetings with the corresponding fees as referenced below: [Insert description of RFP Engagement Activity – i.e. dates, frequency, dollar amounts]

METROLINX	ENBRIDGE GAS INC.
By: _____	By: _____
Name:	Name:
Title:	Title:
 By: _____	
Name:	
Title:	
I/We have authority to bind the Corporation	I have authority to bind the Corporation

SCHEDULE 2

ENBRIDGE FORM OF UTILITY WORK AGREEMENT

ENBRIDGE UTILITY WORK AGREEMENT

[NOTE: SQUARE BRACKETED, BULLETED AND CERTAIN OTHER LANGUAGE TO BE FINALIZED BY ENBRIDGE FOLLOWING SELECTION OF SUCCESSFUL PROPONENT]

THIS AGREEMENT is made and entered into as of the <*> day of <*>, 2020

B E T W E E N:

ENBRIDGE GAS INC. ("Enbridge")

- and -

[[ABC COMPANY OF CANADA INC.]] ("ProjectCo")

RECITALS

1. Metrolinx, an agency of the Government of Ontario, ("**Metrolinx**") has issued one or more requests for proposal (the "**RFP**") for development and construction of priority transit projects comprising the: (a) Ontario Line; (b) Scarborough Subway Extension; (c) Yonge North Subway Extension; and (d) Eglinton Crosstown West Extension (collectively, the "**Subway Program**"). The portion of the Subway Program that is the subject of this agreement is referred to as the "**Project**", as more particularly described in **Exhibit "A"** to this Agreement.
2. The RFP process undertaken by Metrolinx (the "**RFP Process**") resulted in the selection of ProjectCo as the successful proponent.
3. Construction of the Project will require, among other things, the protection, removal, relocation and/or reconfiguring of certain infrastructure and improvements (including underground pipelines) owned or used by Enbridge for the distribution of natural gas to its customers (the "**Enbridge Infrastructure**").
4. Independent of the EGI Utility Work (defined below) to be completed hereunder, Metrolinx requested that Enbridge complete certain preparatory work relating to the Enbridge Infrastructure to facilitate the Project.
5. ProjectCo will, either itself or through various third-party subcontractors or other persons or entities under its control or direction, undertake the construction work in respect of the Project (other than the EGI Utility Work, as defined below) in order to fulfill its obligations to Metrolinx (regardless of by whom it is undertaken, the "**ProjectCo Project Work**"), including certain construction work which will from time to time be undertaken in the immediate vicinity of the Enbridge Infrastructure.
6. In order for ProjectCo to effect and complete its obligations in respect of the Project under its contractual arrangements with Metrolinx, ProjectCo will request, from time to time, that Enbridge undertake (a) the temporary or permanent protection, removal, relocation, reconfiguring, inspection and monitoring, and any design work related thereto in connection with the Enbridge Infrastructure; and (b) the development of the corresponding EGI Utility Work Plans (as such term is defined herein) associated with the Enbridge work identified in subsection (a) above, all such work

collectively referred to as the “**EGI Utility Work**”. In this Agreement, “**Agreement**” means this Utility Work Agreement as it may be amended, restated, replaced or supplemented from time to time.

7. The EGI Utility Work is required to be completed at certain locations (each a “**Work Location**”, and together the “**Work Locations**”), which will be more specifically described in the Work Schedules (as defined below) entered into pursuant to the process set out in this Agreement.
8. In order to protect Enbridge’s investment in the EGI Utility Work, Enbridge will require that ProjectCo provide the financial security (the “**Financial Security**”) set out in this Agreement.
9. The purpose of this Agreement is to confirm the terms and conditions and the manner in which Enbridge will undertake and complete the EGI Utility 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

PRINCIPAL TERMS

1.1 Relocation Requests

- (a) From time to time during the Term, ProjectCo shall submit to Enbridge a written request (each, a “**Relocation Request**”) for the completion of EGI Utility Work at a Work Location identified in such Relocation Request. Each Relocation Request shall be substantially in the form of, or include the information contemplated by, Schedule 1 attached to this Agreement.
- (b) If, or to the extent, Enbridge determines that it requires additional information, whether from ProjectCo or a third-party (including any other utility or contractor performing work on or in the vicinity of the Project), in order to prepare a draft Work Schedule (as defined in Section 2.1(a) below), Enbridge shall notify ProjectCo, and ProjectCo will be responsible for the collection of such additional information and its provision to Enbridge.

1.2 Work Description and Cost

- (a) Following receipt of a Relocation Request, including any additional information requested by Enbridge in respect thereof as contemplated in Section 1.1(b) above, Enbridge shall prepare a description of the EGI Utility Work at the relevant Work Location, including Enbridge’s initial estimates of the timeframe and the costs and expenses associated with completing such EGI Utility Work, and Enbridge and ProjectCo shall then use reasonable efforts to settle the nature and extent of such EGI Utility Work in the manner provided in, but subject to the terms of, Section 2.1 below.
- (b) Such description of the EGI Utility Work and corresponding estimated timeframe and estimated costs and expenses shall be set out in a Schedule to this Agreement, each of which shall be substantially in the form of Schedule 2 attached to this Agreement. Each such Schedule, once settled in the manner provided in, but subject to the terms of, Section

2.1 below and then executed by each of ProjectCo and Enbridge, will become a part of and incorporated into this Agreement and thereafter referred to as a “**Work Schedule**”.

- (c) ProjectCo acknowledges and accepts that Enbridge shall have no obligation to commence any EGI Utility Work without there being a fully executed Work Schedule for the relevant EGI Utility Work.

1.3 **EGI Utility Work Plans**

- (a) The description of, the drawings, plans and other specifications relating to, and the estimated timeframe, costs, expenses and internal overhead costs for or in respect of, any EGI Utility Work whether (i) provided or made available to ProjectCo during or in connection with or as a part of the RFP Process, or (ii) as set out in the relevant Work Schedule for such EGI Utility Work, and including any and all amendments, changes, replacements or updates thereto or thereof from time to time, if any, are collectively referred to as the “**EGI Utility Work Plans**”.
- (b) No changes shall be made or required to be made to any EGI Utility Work Plans, without the prior written approval of Enbridge.

1.4 **Acknowledgement of Estimate**

- (a) ProjectCo acknowledges that the EGI Utility Work Plans, and each part thereof, provided to it from time to time by Enbridge (including in connection with the settlement of any Work Schedule) are estimates only, based on the information about the relevant EGI Utility Work made available to Enbridge at the relevant time. Accordingly, notwithstanding either (a) the provision of any such EGI Utility Work Plans or part thereof, or (b) the issuance of, or terms or conditions of, any purchase order issued by ProjectCo to initiate the EGI Utility Work, or any part of it, ProjectCo shall reimburse Enbridge for all of Enbridge’s actual costs and expenses incurred in completing EGI Utility Work pursuant to a Work Schedule (the “**Actual Costs**”) and which comprise: (i) costs and expenses of Enbridge labour, equipment and materials; (ii) third party costs and expenses; and (iii) internal overhead costs (as such term is defined in Section 6.2). For clarity, the foregoing reimbursement will not exceed the Actual Costs incurred by Enbridge in connection with the relevant EGI Utility Work.
- (b) The completion of the EGI Utility Work, including pursuant to the corresponding timeframe and associated costs and expenses as set out in the Work Schedule, is conditional on (i) ProjectCo complying with the terms of this Agreement, and (ii) the accuracy and correctness of the conditions and assumptions set out in **Exhibit “B”** to this Agreement, as well as such other conditions or assumptions as may be set out in the relevant Work Schedule, (collectively, the “**Standard Conditions and Assumptions**”).
- (c) ProjectCo acknowledges that if and to the extent that (i) ProjectCo fails to comply with the terms of this Agreement, or (ii) the Standard Conditions and Assumptions are not met, (in each event, a “**Work Condition Variation**”) or the conditions of a Work Location or for the EGI Utility Work at a Work Location deviate from those set out in the Standard Conditions and Assumptions, then the timeframe and costs and expenses for completion of the EGI Utility Work as may have been estimated in the relevant Work Schedule may

be impacted, and the parties shall review the revised timeframe and the revised costs and expenses in accordance with the procedure set out in Section 2.1.

- (d) For certainty, Enbridge shall have no liability to ProjectCo or to any other party as a result of any impact on or changes to the timeframe or costs and expenses for completion of the EGI Utility Work as may have been estimated in any Work Schedule.

1.5 Design Drawings and Plans

- (a) To the extent that Enbridge provides, or has already provided, to ProjectCo the EGI Utility Work Plans, or any part thereof, directly or indirectly, whether through Metrolinx, or as part of the RFP Process or a Work Schedule, or otherwise, any use of such EGI Utility Work Plans by ProjectCo or by any other person or entity, whether for its own purposes or for purposes of providing products or services to ProjectCo in connection with the Project, or for any other purpose, shall be without liability to Enbridge.
- (b) Enbridge shall own all right, title and interest, including all intellectual property rights, in and to such EGI Utility Work Plans, and neither ProjectCo nor any other person or entity shall acquire any right, title or ownership interest of any kind whatsoever therein.

1.6 Restriction

In no circumstance may ProjectCo undertake, conduct or perform, or permit or authorize any other person or entity to undertake, conduct or perform, any part of the EGI Utility Work.

ARTICLE II **SETTLEMENT OF WORK SCHEDULE**

2.1 Settlement Process

- (a) Upon receipt of a Relocation Request, Enbridge shall determine the nature and extent of the EGI Utility Work required to be completed at the relevant Work Location, as well as an estimate of the timeframe and associated costs and expenses, and internal overhead costs of completing such EGI Utility Work (each, a “**Work Estimate**”). Each Work Estimate shall be substantially in the form of Schedule 2 attached to this Agreement.
- (b) Once completed by Enbridge, Enbridge shall forward the Work Estimate to ProjectCo. Following receipt of the Work Estimate, ProjectCo shall notify Enbridge whether ProjectCo (i) accepts the Work Estimate, or (ii) requires revisions to the Work Estimate.
- (c) If ProjectCo accepts the Work Estimate, then such Work Estimate shall be and be deemed to be the Work Schedule for such Work Location, and, following execution thereof by both parties, shall become a part of and incorporated into this Agreement, as provided in Section 1.2 above.
- (d) If ProjectCo requires revisions to the Work Estimate, then it shall simultaneously outline to Enbridge the components of the Work Estimate that require revision and the reasons therefor. Thereafter, Enbridge and ProjectCo shall work diligently to settle the Work Estimate, until ProjectCo accepts the Work Estimate, at which time the provisions of Section 2.1(c) shall apply.

- (e) Thereafter, if ProjectCo fails to accept the Work Estimate as prepared or revised by Enbridge, then Enbridge may refuse to perform the EGI Utility Work at and for such Work Location. For certainty, Enbridge may refuse to perform any EGI Utility Work at and for a Work Location until there is a fully executed Work Schedule for such Work Location. If there is no fully executed Work Schedule for a Work Location, and Enbridge refuses to perform the EGI Utility Work at and for such Work Location, doing so shall be without any liability of Enbridge to ProjectCo or to any other person or entity as a result thereof.

2.2 Cooperation

ProjectCo will cooperate with, and provide information and reasonable assistance to, Enbridge, as requested by Enbridge from time to time, in order to permit Enbridge to prepare each Work Estimate and complete the EGI Utility Work.

ARTICLE III **UNDERTAKING OF EGI UTILITY WORK**

3.1 Undertaking

- (a) Enbridge will undertake the EGI Utility Work based on the relevant Work Schedule and the Standard Conditions and Assumptions, and shall determine all matters relating to the quality, appropriateness and acceptability of the EGI Utility Work.
- (b) Following finalization of a Work Schedule (by each of ProjectCo and Enbridge executing same), ProjectCo will issue to Enbridge a purchase order for the relevant EGI Utility Work related to such Work Schedule. Enbridge shall not undertake any EGI Utility Work, except pursuant to purchase orders issued by ProjectCo from time to time; provided that, if ProjectCo fails for any reason to issue a purchase order for any particular component of the EGI Utility Work within ten (10) days of receipt by ProjectCo of a request for it from Enbridge, then Enbridge may determine, in its sole discretion, not to commence or undertake such part of the EGI Utility Work, and may do so without any liability to ProjectCo or to any other person or entity as a result thereof.
- (c) If or to the extent that any purchase order issued by ProjectCo in respect of the EGI Utility Work at a Work location is not sufficient to cover the costs and expenses incurred or being incurred by Enbridge in respect thereof, then Enbridge may determine, in its sole discretion and on notice to ProjectCo to that effect, not to continue such part of the EGI Utility Work, without any liability to ProjectCo or to any other person or entity as a result thereof.
- (d) For certainty, notwithstanding the terms or conditions of any purchase order issued by ProjectCo in connection with any of the EGI Utility Work as contemplated in this Agreement, the terms and conditions of this Agreement shall govern the completion of the EGI Utility Work and the parties' obligations in respect thereof, including ProjectCo's obligation to reimburse Enbridge therefore. For further certainty, it is intended that the terms of any such purchase order be consistent with and be governed by the terms of this Agreement.

3.2 Material Changes to EGI Utility Work Plans

- (a) Enbridge will endeavour, where technically and commercially feasible as determined by Enbridge in its sole discretion, to complete the EGI Utility Work in accordance with the EGI Utility Work Plans. Further, Enbridge will endeavour, where it determines it is practical to do so, to provide ProjectCo with notification of any material changes to the EGI Utility Work Plans. However, ProjectCo acknowledges that the EGI Utility Work will be completed by Enbridge based on a variety of influences, including actual Work Location conditions determined while completing such EGI Utility Work, and that such EGI Utility Work may vary from the EGI Utility Work Plans.
- (b) If at any time Enbridge determines that, for any reason, it is required, in its sole discretion and on notice to ProjectCo to that effect, to demobilize, suspend or cease any part of the EGI Utility Work it is or was performing at any Work Location and to make the relevant Work Location safe in connection with such demobilization, suspension or cessation, ProjectCo shall remain liable to and shall reimburse Enbridge for all costs and expenses of such demobilization, suspension or cessation and for Enbridge making the Work Location safe, regardless of the existence of or any limitations set out in any purchase order issued hereunder. For certainty, making the relevant Work Location safe in connection with such demobilization, suspension or cessation may include the need for Enbridge (determined by Enbridge in its sole discretion) to completely finish the relevant EGI Utility Work.

3.3 Timing and Changes

- (a) Enbridge will use its reasonable efforts to complete the EGI Utility Work within the timeframe set out in the relevant Work Schedule. However, ProjectCo acknowledges that changes and delays may be possible and such timeframe may be unattainable, including as a result of any Work Condition Variation. Enbridge shall not be responsible for any costs, losses or damages incurred by ProjectCo or any other person or entity as a result of any such change or delay.
- (b) During performance of the EGI Utility Work, Enbridge will use reasonable efforts to keep ProjectCo reasonably informed of: (i) the status and timing of performance of the EGI Utility Work, (ii) any matters which may materially affect the timing or cost of the EGI Utility Work, and (iii) any material changes to such timing or cost.

3.4 Third-Party Contractors

In connection with the performance of the EGI Utility 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 EGI Utility 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.

ARTICLE IV
PROJECT WORK PROCESS

4.1 Project Committee

- (a) Each of Enbridge and ProjectCo shall designate an individual or individuals from time to time who shall be the contact person(s) for matter arising under this Agreement, including finalizing Work Schedules and matters pertaining to the performance of the EGI Utility Work. For certainty, and without in any way limiting their respective authority hereunder, such individual(s) shall have the authority to sign each Work Schedule on behalf of Enbridge or ProjectCo, as the case may be, and the execution of a Work Schedule by such individual(s) shall bind Enbridge or ProjectCo, as applicable, thereto.
- (b) The parties shall also establish a committee (the “**Project Committee**”) comprised of two senior representatives appointed by each of Enbridge and ProjectCo (the “**Project Representatives**”) who shall work cooperatively and in good faith to identify and discuss any issues related to the ProjectCo Project Work or the EGI Utility 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 IX, provide a forum for the resolution of disputes.

4.2 On-Site Meetings and Coordination of Work

- (a) ProjectCo shall attend on-site meetings with Enbridge, to be held not less than bi-weekly or as Enbridge considers necessary or appropriate, in order to facilitate coordination of the EGI Utility Work with the Project and the ProjectCo Project Work. Without limiting the foregoing, such meetings shall include discussions and coordination of work to ensure the safety of the Work Locations where the EGI Utility Work is being carried on and that the integrity of the EGI Infrastructure is at all times maintained.
- (b) Enbridge will coordinate with ProjectCo and its third-party contractors for the completion of the EGI Utility Work, including informing ProjectCo and its third-party contractors of the scheduled energization of any relocated gas mains, and representatives of Enbridge and ProjectCo or such 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 coordination of the EGI Utility Work and that there is an agreed understanding of their respective roles and responsibilities, as applicable, at the Work Locations, as contemplated in this Agreement.

4.3 OHSA Constructor

- (a) Prior to commencing any EGI Utility Work at any Work Location, Enbridge and ProjectCo shall agree (and shall set out in the relevant Work Schedule) which of them shall 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 EGI Utility Work. If Enbridge and ProjectCo fail to so agree on which of them 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 EGI Utility Work at such Work Location.
- (b) Where Enbridge and ProjectCo agree that ProjectCo shall act as the constructor pursuant to Section 4.3(a), then notwithstanding ProjectCo’s role and responsibility as constructor:

- (i) in matters pertaining solely to the EGI Utility Work, Enbridge will follow its own standards, practices, procedures or similar requirements, and in the event of any conflict, as determined by Enbridge in its sole and absolute discretion, between any standards, practices, procedures or similar requirements required to be followed by Enbridge and those required to be followed by ProjectCo, the standards, practices, procedures or similar requirements required to be followed by Enbridge shall prevail;
- (ii) ProjectCo and its third-party contractors will follow and adhere to any and all instructions issued by Enbridge in matters relating solely to the safety and integrity of the EGI Infrastructure; and
- (iii) in emergency or life-threatening situations related to any of the Enbridge Infrastructure or any of the EGI Utility Work, as determined solely by Enbridge, Enbridge shall have the authority to issue instructions, which shall be immediately followed and implemented in full by ProjectCo and its third-party contractors.

For certainty, the provisions of this Section 4.3(b) shall apply only to the relevant Work Location during the performance of the EGI Utility Work at such Work Location.

- (c) For certainty, during the period and at the times when Enbridge is energizing or re-energizing any Enbridge Infrastructure, Enbridge shall, and shall be entitled to, proceed with such work without interruption or delay from ProjectCo or any of its other contractors or other parties at the relevant Work Location.

4.4 Coordination of ProjectCo Project Work

- (a) ProjectCo shall coordinate all ProjectCo Project Work with Enbridge to ensure appropriate integration of the EGI Utility Work with the Project.
- (b) ProjectCo shall provide to Enbridge from time to time at regular intervals, and in any event not less than [[monthly]], its then current work schedule setting out the anticipated timing of all ProjectCo Project Work to be undertaken in the vicinity of any Enbridge Infrastructure.
- (c) The Project Representatives shall meet from time to time at regular intervals, and in any event not less than [[monthly]], during the entire period in which there is any ProjectCo Project Work being undertaken in the vicinity of any Enbridge Infrastructure, for the primary purpose of coordinating such work and providing to Enbridge sufficient information to monitor the potential impact of such ProjectCo Project Work on the Enbridge Infrastructure. Without limiting the foregoing, if Enbridge determines that any ProjectCo Project Work may negatively impact on any part of the Enbridge Infrastructure, Enbridge may request a meeting of the Project Representatives to be held within [[one (1)]] days' notice by Enbridge, and ProjectCo shall ensure that its Project Representatives attend and participate in such meeting.

4.5 Access to ProjectCo Project Work Sites

At all times that there is any ProjectCo Project Work being undertaking in the vicinity of any Enbridge Infrastructure, ProjectCo shall provide Enbridge and its representatives with access to the relevant

work site where such ProjectCo Project Work is being undertaken for the purpose of allowing Enbridge to monitor any potential impacts of such ProjectCo 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 ProjectCo Project Work. Further, ProjectCo acknowledges that the performance by Enbridge of any such testing or remedial work may require ProjectCo to amend or change the scheduling of the ProjectCo Project Work at such work site.

4.6 Acknowledgements re Enbridge Infrastructure

- (a) ProjectCo acknowledges that the ProjectCo Project Work, regardless of whether it is undertaken by ProjectCo itself or by or through any third-party subcontractors or other persons or entities under its control or direction, will from time to time be undertaken in the immediate vicinity of the Enbridge Infrastructure, and that such ProjectCo Project Work could create a potential hazard to such Enbridge Infrastructure if sufficient measures are not taken for the purpose of mitigating that potential.
- (b) In that regard, ProjectCo 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 ProjectCo Project Work, at all times:
 - (i) 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
 - (ii) comply in all respects with:
 - A. their relevant statutory obligations, including under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, and the Regulations thereto, the *Technical Standards and Safety Act, 2000*, S.O. 2000, 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
 - B. 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 ProjectCo together with such other written requirements as may be communicated in writing to ProjectCo by Enbridge.

ProjectCo hereby indemnifies Enbridge against and saves and holds Enbridge harmless from any and all claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by Enbridge resulting from or arising out of or related to any failure by ProjectCo or any of its third-party subcontractors or any other person or entity under its control or direction, or otherwise involved with any part of the ProjectCo Project Work, to perform any work in respect of the Project, including any ProjectCo Project Work, in accordance with the provisions of this Section 4.6. The foregoing indemnity shall include (i) the cost of any work undertaken by Enbridge (directly or indirectly) to make any Work Location or the affected Enbridge Infrastructure safe (and which may include (as determined by Enbridge in its sole discretion) the cost to completely finish the relevant EGI Utility Work and/or the cost to abandon and replace (including installing any bypass of) some or all of the Enbridge

Infrastructure impacted), and (ii) all legal expenses or other damages, losses, costs, or expenses suffered or incurred by Enbridge as a result of (including to defend) any action, suit or proceeding commenced by any third-party, in either case resulting from or arising out of or related to such failure.

- (c) ProjectCo shall ensure that it has insurance covering all of its and its subcontractors employees engaged in the ProjectCo Project Work to the limits required by all applicable laws and regulations; provided that if the ProjectCo Project Work is subject to the Workplace Safety and Insurance Act, or similar workers compensation legislation providing for payments of assessments, fees, dues or other payments due thereunder, such payments shall be deemed to be in compliance with this subsection. If the ProjectCo or such employees do not fall within the jurisdiction of the Workplace Safety and Insurance Act or similar workers compensation legislation in the location(s) where the ProjectCo Project Work is being performed, ProjectCo must maintain workers' compensation or employers liability insurance in the amount of \$2 million dollars,

ARTICLE V

FINANCIAL SECURITY AND INSURANCE

5.1 Financial Security

- (a) Prior to undertaking any EGI Utility Work, Enbridge may request from ProjectCo, and ProjectCo shall provide to Enbridge if so requested, the financial security provided for in this Agreement (the "**Financial Security**").
- (b) The Financial Security shall consist of one or more irrevocable letters of credit in an amount or amounts determined by Enbridge.
- (c) Enbridge will require ProjectCo to provide: (i) one letter of credit for a 'base' amount which will apply to all of ProjectCo's obligations under this Agreement and which will be required to remain in effect for the duration of the term of this Agreement, as well as (ii) a separate letter of credit for each Work Location pursuant the relevant Work Schedule, which will apply to ProjectCo's obligations under such Work Schedule and which will be required to remain in effect for the duration of the period during which EGI is undertaking the relevant EGI Utility Work.
- (d) As of the effective date of this Agreement, Enbridge requires ProjectCo to provide one letter of credit for a 'base' amount of ● dollars (\$●) (the "**Initial LOC**"), and will require separate letters of credit for each Work Location as provided for in the relevant Work Schedules. The Initial LOC shall be delivered to Enbridge prior to Enbridge commencing any of the EGI Utility Work.
- (e) Each such letter of credit shall be in a form and from an issuer acceptable to Enbridge. ProjectCo shall provide Enbridge with the Financial Security on or before the commencement of the EGI Utility Work provided for in this Agreement or the relevant Work Schedule, as the case may be, or such other date as the parties may agree in writing.
- (f) At any time during the term of this Agreement (including in connection with the preparation of each Work Schedule), Enbridge may, upon not less than ten (10) Business Days' notice

to ProjectCo, require ProjectCo to provide Enbridge additional or increased financial assurances in respect of ProjectCo's obligations hereunder in the amount and of the type required by Enbridge (the "**Additional Financial Security**", and for certainty, references to the Financial Security shall include any Additional Financial Security). A request for Additional Financial Security may be based upon: (i) an increased estimate from Enbridge of the cost of completion of the EGI Utility Work corresponding to the relevant letter of credit; (ii) an increase in the actual costs of completion of the EGI Utility Work; (iii) Enbridge's reasonable belief that the performance of ProjectCo under this Agreement has or may become unsatisfactory; (iv) the creditworthiness of ProjectCo; or (v) a change in market conditions. Such request shall be consistent with Enbridge's then current policies relating to financial security. Such Additional Financial Security may consist of: (A) an irrevocable letter of credit in a form and from an issuer acceptable to Enbridge, and/or (B) such other security as Enbridge may specify. ProjectCo shall provide such Additional Financial Security to Enbridge on or prior to the expiry of ten (10) Business Days from the date of receipt of Enbridge's notice, and ProjectCo's failure to do so shall be a default hereunder entitling Enbridge to initiate or rely upon any of its other rights set out in this Agreement, including its right to cease any of the EGI Utility Work.

- (g) The Financial Security shall remain in place throughout the term of this Agreement or the relevant Work Schedule, as applicable.
- (h) Enbridge has the right to use, set-off, appropriate, apply and realize the Financial Security, or any part of it, provided to Enbridge by ProjectCo, free from any claim of set-off or otherwise or right of any nature whatsoever of ProjectCo, upon ProjectCo failing to pay any amount due and owing to Enbridge by ProjectCo hereunder by doing any one or more of the following: (i) taking possession of the security and any cash deposits by any method permitted by law; (ii) setting off or otherwise dealing with the security and any cash deposits; (iii) drawing on any one or more letters of credit; (iv) demanding payment on guarantees; (v) exercising any and all of the rights and remedies granted pursuant to the *Personal Property Security Act* (Ontario) and any other applicable legislation, or otherwise available at law or in equity; and (vi) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to ProjectCo. No right, power or remedy of Enbridge (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination. ProjectCo shall remain liable for all obligations, indebtedness and liabilities owing by it to Enbridge that are outstanding following realization of all or any part of the security.
- (i) Notwithstanding any other provision of this Agreement, Enbridge is hereby authorized by ProjectCo, without demand for payment, and without any other formality, all of which are hereby waived, at any time and from time to time, to set off, appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or security, including any cash or other amounts, at any time held by Enbridge, together with any other obligations at any time owing by Enbridge to or for the credit or the account of ProjectCo now or hereafter existing under this Agreement or any of other agreement between Enbridge and ProjectCo, against any and all of the obligations of ProjectCo to Enbridge now or hereafter existing under this Agreement, irrespective of whether or not Enbridge has made any demand under this Agreement and although such

obligations of ProjectCo may be contingent or unmatured. Each of the parties hereto hereby waives, to the extent lawful, any "reasonable period" which may be imposed by a court prior to the exercise of such set-off, appropriation and application. The rights of Enbridge under this subsection (e) are in addition to any other rights and remedies (including other rights of setoff, consolidation of accounts and liens) that Enbridge may have. Enbridge agrees to promptly notify ProjectCo at the time of or forthwith following any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application.

5.2 Insurance

At all times, ProjectCo shall maintain insurance as outlined under Exhibit C – (Required ProjectCo Insurance) and Rider 1 – (ProjectCo Construction Insurance) attached thereto.

ARTICLE VI **PAYMENT FOR EGI UTILITY WORK**

6.1 Payment

- (a) Invoices for the EGI Utility Work will be provided by Enbridge to ProjectCo from time to time. Such invoices will reference the applicable purchase order(s) relating to the relevant EGI Utility Work, which purchase orders will be issued to Enbridge by ProjectCo as provided in Section 3.1; provided that the failure to reference a purchase order on any invoice shall not limit or restrict ProjectCo's obligation to full pay such invoice. For certainty, and notwithstanding the terms of any such purchase order, ProjectCo shall pay all of Enbridge's costs and expenses incurred in completing the EGI Utility Work and the corresponding internal overhead costs. [All payments by ProjectCo 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 Contractor shall be increased by an amount equal to the applicable tax rate multiplied by the amount payable, and Contractor shall pay the increased amount.]
- (b) Reimbursement of all of Enbridge's costs and expenses incurred in completing the EGI Utility Work in accordance with the terms of this Agreement is authorized and triggered through the commencement of the relevant EGI Utility Work by Enbridge, and, if issued, by the issuance by ProjectCo of the corresponding purchase order.
- (c) ProjectCo shall fully pay all invoices provided by Enbridge to ProjectCo pursuant to the terms of this Agreement within thirty (30) days of delivery of the relevant invoice to ProjectCo. ProjectCo will not, for any reason or under any circumstance, be allowed to deny, holdback or set-off against or delay payment to Enbridge of any invoice provided by Enbridge hereunder; and, for certainty, provided that the foregoing shall not prevent ProjectCo from receiving a refund of amounts paid, if and to the extent provided for in Section 6.4.
- (d) Any amount invoiced to ProjectCo under this Agreement and not paid within such thirty (30) days shall bear, and ProjectCo shall pay to Enbridge, interest on such unpaid amount at a rate of [1.5%] per annum until paid in full.

6.2 Enbridge Overhead

ProjectCo acknowledges and accepts that, as part of Enbridge's Actual Costs incurred in completing any EGI Utility Work, Enbridge attributes and allocates its internal overhead costs at a rate of thirty-five per cent (35%) of those third party costs and expenses that form a part of Actual Costs, including planning and design overhead and construction overhead, for the relevant EGI Utility Work ("**internal overhead costs**"), and that there will be no other books or records to support such internal overhead costs, and that such internal overhead costs will be reflected as a line item on each invoice issued by Enbridge hereunder.

6.3 Final Accounting and Payment

- (a) Within twenty-four (24) months of the completion of the EGI Utility Work (other than any restoration work) for a particular Work Location, Enbridge will determine the Actual Costs, and shall notify ProjectCo of such amount. Enbridge shall provide to ProjectCo an invoice for the amount, if any, remaining owing by ProjectCo to Enbridge in respect of such EGI Utility Work, as identified in such determination, and ProjectCo shall pay any such balance owing within thirty (30) days of receipt of such invoice.
- (b) Notwithstanding the foregoing, if the municipality invoices Enbridge for any restoration work associated with the EGI Utility Work at any time after the issuance of the foregoing invoice, ProjectCo agrees that it shall either (i) remit payment for such municipal invoice directly to the municipality (as directed on the relevant invoice) or (ii) remit payment therefor to Enbridge forthwith following delivery of such municipal invoice to ProjectCo by Enbridge. If the municipality invoices ProjectCo directly for any such restoration work, ProjectCo shall remit payment for such municipal invoice directly to the municipality.

6.4 Review Rights

- (a) Subject to Section 6.2, ProjectCo may, at its expense, at a mutually agreeable date and time, attend at Enbridge's offices to review such parts of Enbridge's books and records, and Enbridge agrees to make such books and records available for such review, as may reasonably be required by ProjectCo to verify the costs and expenses invoiced to ProjectCo hereunder for the EGI Utility Work. ProjectCo covenants and agrees that it shall not disclose to any other person or entity any of the information reviewed by it under this paragraph, without the prior written consent of Enbridge, or unless required by applicable law. Further, ProjectCo shall not be entitled to remove, make copies of or otherwise reproduce any of Enbridge's books and records reviewed or made available to ProjectCo hereunder.
- (b) In the event that, following such review, ProjectCo determines that Enbridge has incorrectly calculated the costs and expenses invoiced to ProjectCo hereunder for the EGI Utility Work, then Enbridge and ProjectCo shall meet and determine, each acting reasonably, the nature and extent, if any, of such incorrect calculation. If and to the extent that an amount may have been over billed to and overpaid by ProjectCo as a result of such incorrect calculation, then Enbridge shall reimburse such overpayment to ProjectCo promptly thereafter. For certainty, Enbridge's obligation to reimburse ProjectCo is limited to any amounts which have been incorrectly calculated, based solely on Enbridge's books and records, and shall not involve, without limitation, an assessment of the

reasonableness of such costs and expenses or the efficiency of the performance of the EGI Utility Work.

ARTICLE VII

INDEMNIFICATION AND RELEASE

7.1 Indemnification

ProjectCo hereby indemnifies Enbridge and Enbridge's directors, officers, shareholders, employees, representatives and insurers (each, an "**Indemnified Party**", and collectively, the "**Indemnified Parties**") against and saves and holds them harmless from any and all claims, demands, liabilities, damages, losses, costs, or expenses (collectively, "**Losses**") suffered or incurred by any of the Indemnified Parties resulting from or arising out of or related to any claim or allegation by ProjectCo or by any third-party (including any third-party engaged, directly or indirectly, by ProjectCo in connection with the Project) that performance the EGI Utility Work, or any part of it, or any failure to perform any of the EGI Utility Work, or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other rights or obligations under this Agreement, resulted in, contributed to, or was a cause of any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by ProjectCo or by any such third-party. The foregoing indemnity shall include legal expenses incurred by the Indemnified Party to defend any action, suit or proceeding commenced by ProjectCo or by any such third-party.

7.2 Release

ProjectCo hereby releases each of the Indemnified Parties from any and all Losses suffered or incurred by ProjectCo or any of its directors, officers, shareholders, employees or representatives resulting from or arising out of or related to performance of the EGI Utility Work, or any part of it, or any failure to perform any of the EGI Utility Work, or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other rights or obligations under this Agreement, or reliance by any party on the EGI Utility Work Plans, or any part thereof.

ARTICLE VIII

TERM AND TERMINATION

8.1 Term

This Agreement shall come into effect on the date first above written, and shall, unless terminated earlier in accordance with the terms hereof, continue until Substantial Completion of the Project; and for this purpose, "**Substantial Completion**" means the day on which a certificate of substantial performance in respect of all of the ProjectCo Project Work is published pursuant to Section 32(1) of the *Construction Act* (Ontario).

8.2 Termination by Enbridge

Without incurring any liability to ProjectCo or to any other party, Enbridge shall have the right to terminate this Agreement, and all of its obligations hereunder, at any time upon delivery of written notice to ProjectCo, if ProjectCo, or any of its third-party subcontractors, fails to strictly comply the terms of and conditions of this Agreement. Enbridge shall have the right to terminate this Agreement, and all of its obligations hereunder, upon delivery of written notice to ProjectCo, immediately if ProjectCo becomes insolvent, makes an assignment for the benefit of creditors, or files or is the subject of a petition in bankruptcy.

8.3 Survival

Notwithstanding the termination or expiration of this Agreement for any reason, the provisions of Section 4.6, Article V, Article VI and Article VII of this Agreement shall survive such termination or expiration in respect of all services provided and work performed, as well as in respect of all matters arising or occurring, prior to such termination or expiration.

ARTICLE IX **DISPUTE RESOLUTION**

9.1 Resolution Procedure

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 construction of this Agreement (each, a “**Dispute**”), then (except in the case of an emergency)

- (a) In the first instance, the Dispute shall be referred to the respective parties’ representatives primarily dealing with the subject matter of the Dispute who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after the Dispute arose; and
- (b) If such representatives are unable to resolve the dispute within such 20 Business Days, they will refer the dispute to their respective applicable senior management who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after referral of the Dispute to them.

9.2 Mediation Procedure

If the parties are not able to resolve the Dispute as contemplated under Section 9.1 then, upon written 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 and in any event within 30 days after the Dispute was referred to the mediator.

9.3 Failure to Settle

- (a) If a mediator is not appointed within a period of thirty (30) days, or if the parties are not able to resolve the Dispute under Section 9.1 (regardless of whether a mediator is appointed) within a period of ninety (90) days, following delivery of the referral notice of the Dispute to mediation, then the parties shall be entitled to pursue, including by litigation, whatever rights and remedies are available to them, at law or in equity.
- (b) Despite any ongoing Dispute, the parties shall continue to perform each of their roles and responsibilities set out in the Agreement except to the extent that the resolution of the Dispute is required to proceed with such roles and responsibilities.

ARTICLE X
GENERAL PROVISIONS

10.1 Relationship of the Parties

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.

10.2 Rules of Interpretation

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 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. If any payment or other action is required to be made or done under this Agreement on a day that is not a Business Day, then such act or step may be made or done on the next Business Day.

10.3 Excusable Delay/Force Majeure

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, 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.

10.4 Assignment

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.

10.5 Entire Agreement

This Agreement 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, including pursuant to a Work Schedule.

10.6 **Amendment**

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

10.7 **Notice**

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 faxed or emailed to the party at the addresses set out below (or such other addresses as ProjectCo 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 faxed, on the next following day or if emailed based on the date of transmission as evidenced in the email system of the sender; 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. 101 Honda Blvd, Markham, Ontario L6C 0M6 Attention: Tara Kuuskman, Supervisor Transit Email: tara.kuuskman@enbridge.com
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To ProjectCo:	[[ABC Company of Canada Inc.]] 123 ABC Street, Suite XXX, Toronto, Ontario A1B 2C3 Attention: xxx Fax: 416-xxx-xxxx
	with a copy to: ProjectCo Law Department Attention: xxx Fax: 416-xxx-xxxx

10.8 **Law of Contract**

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.

10.9 **Parties in Interest**

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

10.10 **Third Parties**

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon or give to any person, other than the parties hereto and their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

10.11 Further Assurances

Each of the parties shall upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary to give full effect to this Agreement.

10.12 Confidential Information

The parties acknowledge, with the exception of the EGI Utility 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 ProjectCo's obligations to Enbridge with reference to the EGI Utility 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.

10.13 Counterparts and Fax or PDF Signatures

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.

10.14 [Authorization/Status of ProjectCo signatory]

[Legal structure of ProjectCo will be assessed by Enbridge and additional language will be added to confirm status and authorization of ProjectCo signatory]

[end of text]

[the next page is the signing page]

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.

By: _____
Name:
Title:

[[ABC COMPANY OF CANADA INC.]]

By: _____
Name:
Title:

And: _____
Name:
Title:

Exhibit "A"

to the Enbridge Utility Work Agreement

[Describe specific project being performed by ProjectCo as part of the Subway Program]

Exhibit “B”

to the Enbridge Utility Work Agreement

STANDARD CONDITIONS AND ASSUMPTIONS

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

1. Conditions of EGI Utility Work:

The following are the general conditions which must be met or complied with by ProjectCo and its third-party contractors in connection with the EGI Utility Work.

- (a) The EGI Utility 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 ProjectCo except as Enbridge determines is required for purposes of coordinating the EGI Utility Work with ProjectCo and its third-party contractors), (ii) Enbridge's Life Saving Rules and Enbridge's 'Statement of Business Conduct' (a copy of which has been provided to ProjectCo and receipt of which is confirmed by ProjectCo), and (iii) applicable laws.
- (b) Enbridge will coordinate with ProjectCo and its third-party contractors for the completion of the EGI Utility Work, including informing ProjectCo and its third-party contractors of the scheduled energization of the relocated gas mains, and representatives of Enbridge and ProjectCo or such 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 coordination of the EGI Utility Work and that there is an agreed understanding of their respective roles and responsibilities, as applicable, at the Work Locations, as contemplated in these Standard Conditions and Assumptions.
- (c) Enbridge will be responsible for obtaining: (i) necessary permits to allow Enbridge to complete the EGI Utility Work within the applicable municipal right-of-way, including any road-cut permits; and (ii) utility locates in connection with the EGI Utility Work prior to commencing the EGI Utility Work.
- (d) In emergency or life-threatening situations related to any of the EGI Utility Work, as determined solely by Enbridge, Enbridge shall have the authority to issue instructions, which shall be immediately followed and implemented in full by ProjectCo and its third-party contractors.
- (e) No changes shall be made or required to be made to any Enbridge drawings, without the prior written approval of Enbridge.
- (f) Enbridge shall determine all matters relating to site safety and occupational health and safety pertaining to the EGI Utility Work including related requirements and obligations under federal and provincial laws and regulations (including under provincial TSSA and OHSA legislation).

- (g) Enbridge shall determine all matters relating to the quality, appropriateness and acceptability of the EGI Utility Work.
- (h) 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.
- (i) In matters pertaining to the EGI Utility Work, Enbridge will follow its own standards, practices, procedures or similar requirements, notwithstanding any conflict with any own standards, practices, procedures or similar requirements of ProjectCo or any of its third-party contractors.

2. Required Site Conditions:

The following are some of the general site conditions which must be provided by ProjectCo or its third-party contractors in connection with the EGI Utility 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 EGI Utility Work.

- (a) ProjectCo will ensure that any identified Work Location site preparation requirements as communicated by Enbridge have been completed by ProjectCo, including but not limited to: obstacle removal, grading, and tree removal as applicable.
- (b) Enbridge will require exclusive access to the Work Locations throughout completion of the EGI Utility Work, including for inspection of all gas related work; which may include scheduling of access to a Work Location between Enbridge and ProjectCo or its third-party contractors to ensure separation of time and space while the EGI Utility Work is being completed.
- (c) To the extent requested by Enbridge, a working area will be provided or made available by ProjectCo or its third-party contractors, on a separation of time and space basis, for the safe set up and operation of Enbridge equipment, and for access to and handling of required materials including, where applicable as determined by Enbridge, space to allow for the "string out" of the main.

3. Assumptions for EGI Utility Work:

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

- (a) ProjectCo is responsible for all 'utility coordination' in respect of the Project, including for all EGI Utility Work; without limiting the foregoing, ProjectCo will vet all utility plans and drawings to ensure that there are no conflicts between such plans and drawings and the EGI Utility Work Plans, and will verify that the EGI Utility Work Plans can be used for the EGI Utility Work and for obtaining all permits related thereto.
- (b) Except for environmental approvals/permits that Enbridge is required to obtain in its own name for purposes of Enbridge Preparatory Activity, ProjectCo or its third-party contractors will obtain all other environmental approvals/permits in connection with the Project, including any municipal tree conservation approvals/permits.

- (c) All soils are drillable with no rock excavation being required.
- (d) Subsurface conditions and contracted drilling tools will enable the Enbridge Infrastructure to be installed in a technically feasible manner as per the EGI Utility Work Plans.
- (e) Enbridge will be able to source and secure third-party contractors on a timely basis with appropriate capabilities and qualifications.
- (f) No environmental contamination of the Work Locations or other such issues are encountered.
- (g) The clearance requirements set out in Enbridge's Third Party Requirements in the Vicinity of Natural Gas Facilities, as the same may be amended from time to time must be maintained and which in the case of natural gas pipe less than NPS 12, requires that a minimum of 0.6 m (horizontal) and 0.3m (vertical) clearance be available in all directions from other utilities and/or other underground structures. Any deviation from the minimum clearances in all directions shall require prior written authorization from Enbridge. 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 and a copy of the current version of which has been provided to ProjectCo and receipt of which is confirmed by ProjectCo, together with such other written requirements as may be communicated in writing to ProjectCo by Enbridge.
- (h) Unless otherwise expressly stated in a Work Schedule, Enbridge will only be responsible for temporary site restoration to the Work Locations. Such temporary site restoration will be subject to the applicable municipal requirements. To the extent that repair or replacement of the temporary site restoration is required by the applicable municipality during the twenty-four (24) month period ("**Municipal Warranty Period**") following completion of the temporary site restoration, such repair or replacement work will also be considered EGI Utility Work. Following the Municipal Warranty Period Enbridge shall have no further responsibility or liability in respect of the temporary site restoration and ProjectCo shall be solely responsible for any ongoing requirements of the applicable municipality. If the applicable municipality undertakes permanent site restoration and invoices Enbridge in respect thereof or requires Enbridge to undertake permanent site restoration of the Work Locations directly, in both of these instances the permanent site restoration together with any resulting warranty work completed during the Municipal Warranty Period will be considered to be EGI Utility Work. Following the Municipal Warranty Period Enbridge shall have no further responsibility or liability in respect of the permanent site restoration and ProjectCo shall be solely responsible for any ongoing requirements of the applicable municipality.
- (i) Enbridge will be able to negotiate and obtain all temporary or permanent easements as Enbridge may require in order to complete the EGI Utility Work.
- (j) All Enbridge pipelines will be situated within either the public road allowance or private easements that have been obtained, as necessary or applicable.
- (k) All work will be completed:

- (i) at a mutually acceptable timeframe;
 - (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.
 - (l) In addition, various other environmental and other site conditions may impact on the costs and time required to complete the EGI Utility 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, 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;
 - (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 performance of the EGI Utility Work;
 - (v) no Jersey barriers are required; and
 - (vi) the EGI Utility 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.
-

SCHEDULE 1

to the Enbridge Utility Work Agreement

RELOCATION REQUEST

Project No.: <*insert project number*>

Request Date: <*insert date*>

Each Relocation Request shall be addressed to Enbridge, shall reference this Agreement, and shall include the following information:

1. a description of the relevant Work Location;
 2. a [general/detailed] description of the ProjectCo Project Work being carried on at such Work Location, including such work plans and drawings as may reasonably be necessary for Enbridge to assess the extent to which such ProjectCo Project Work may impact the Enbridge Infrastructure within and in the vicinity of such Work Location;
 3. the timetable in which such ProjectCo Project Work will be commenced, as well as the sequencing for the ProjectCo Project Work and the anticipated timing for completion of such ProjectCo Project Work; and
 4. such other information as Enbridge may from time to time request pursuant to Section 1.1(b) of the Agreement.
-

SCHEDULE 2

to the Enbridge Utility Work Agreement

FORM OF WORK SCHEDULE

- please see the four (4) pages attached

(a) xxx

(b) xxx

(c) xxx

The EGI Utility Work Plans are not intended for construction and may be subject to further revision by Enbridge. They have been provided to ProjectCo on an as-is basis for purposes only of outlining the general nature and extent of the EGI Utility Work provided for in this Work Schedule and Enbridge makes no representation or warranty (express or implied) that they are complete, accurate or error-free.

6. Initial Estimate of Work Cost

Enbridge's initial estimate of the total cost of the EGI Utility Work referenced in this Work Schedule is: **\$x,xxx,xxx** (plus applicable taxes)

The breakdown of the initial estimated cost is as follows:

	Task	Estimated Cost (dollars)
(i)	Enbridge equipment and labour	x,xxx,xxx
(ii)	materials	x,xxx,xxx
(iii)	contractors	x,xxx,xxx
(iv)	other	x,xxx,xxx
(v)	overheads	x,xxx,xxx
	total	<u>\$x,xxx,xxx</u>

As provided in the Agreement, (A) such Initial Estimate of the Work Cost is only an estimate and is based on, among other things, the 'Standard Conditions and Assumptions' set out in Exhibit "C" to the Agreement, and (B) ProjectCo is responsible, and shall reimburse Enbridge, for all of Enbridge's costs and expenses incurred in completing the relevant EGI Utility Work.

7. Initial Estimate of Work Timeline

Enbridge's initial estimate of the minimum number of working days required for Enbridge to complete the EGI Utility Work referenced in this Work Schedule is: **xxx** construction days

As provided in the Agreement, such estimate is only an estimate and is subject to, among other things, the 'Standard Conditions and Assumptions' set out in Exhibit "C" to the Agreement, and delays may be possible and such timeline unattainable.

8. Additional Security Requirement

The amount of Additional Financial Security required to be provided to Enbridge by ProjectCo in respect of the EGI Utility Work provided for in this Work Schedule before Enbridge will commence any of such work is **\$x,xxx,xxx.xx**.

Such Additional Financial Security shall be in the form of a letter of credit as required pursuant to Section 5.1(e) of the Agreement.

Further, the full amount of such Additional Financial Security shall remain in place for the benefit of Enbridge until payment by ProjectCo of the invoice from Enbridge following Enbridge's determination of the Actual Costs. Such invoices shall be issued by Enbridge pursuant to Article VI of the Agreement, and, for certainty, shall be issued in respect of completion of the EGI Utility Work provided for in this Work Schedule.

For certainty, the foregoing provisions shall in no way limit or restrict any of Enbridge's rights set out in Section 5.1 of the Agreement, including its right to require ProjectCo to provide further Additional Financial Security.

The parties hereby execute this Work Schedule to evidence their agreement to the EGI Utility Work to be undertaken, all as contemplated and provided for in Sections 1.2 and 4.1 of the Agreement.

DATED this ____ day of _____, 202_.

[[ABC COMPANY OF CANADA INC.]]

By: _____
Name:
Title:

By: _____
Name:
Title:

ENBRIDGE GAS INC.

By: _____
Name:
Title:

EXHIBIT C

To the Enbridge Utility Work Agreement

REQUIRED PROJECTCO INSURANCE

[Requirements will be updated/confirmed by Enbridge at time of Agreement finalization]

1.1 Required ProjectCo Insurance. At all times during the term of the Agreement and for so long thereafter as a claim related to this Agreement is possible under applicable statutes of limitations, ProjectCo shall maintain at its own expense, the insurance coverage outlined below, in each case with insurers having financial security ratings in compliance with this Agreement.

a) **Intentionally deleted.**

b) **Intentionally deleted.**

c) **Intentionally deleted.**

d) **Commercial Auto Liability** covering all vehicles used by the ProjectCo in connection with this Agreement with a combined single limit of five million dollars (\$5,000,000) for injury or death of one or more persons or damage to or destruction of property as a result of each accident.

e) **Intentionally deleted.**

f) **As applicable, Aircraft Liability** coverage for any aircraft used in connection with this Agreement, with policy limit of the greater of ten million dollars (\$10,000,000) or two million dollars (\$2,000,000) per seat for aircraft with greater than five (5) seats, each occurrence including passenger liability and replacement cost of the aircraft.

g) **Intentionally deleted.**

h) **Intentionally deleted.**

i) Any other insurance required by law or as Enbridge may, in its discretion, require. Required insurances shall be limited to the insurances listed under the attached Rider.

1.2 Intentionally deleted.

1.3 Insurance Limits. Subject to the total required amount of insurance for each individual insurance coverage requirement herein, the amounts of insurance specified in the foregoing sections may be satisfied through a combination of primary and excess insurance limits.

1.4 Additional Insured, Subrogation Waiver, Policies as Primary. ProjectCo shall ensure that each insurance carrier providing coverage hereunder provides (in each case arranged to provide the maximum benefit to Enbridge), the following:

- a. With exception of 1.1 a), b), d), g) and h) inclusion of Enbridge as additional insured in insurance policies under this Exhibit.

- b. With exception of 1.1 a), b), c), d), e), g) and h), a waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim, in favour of Enbridge, arising out of or related in any way to this Agreement.
- c. That coverage, in all of ProjectCo's insurance policies (whether such policies are primary, umbrella or excess) under this Exhibit or arising out of or related to this Agreement in any way, shall be written to respond on a primary and non-contributory basis irrespective of any other applicable insurance otherwise available to Enbridge under this Agreement.

1.5 **Notice of Cancellation.** Insurance maintained by ProjectCo shall not be canceled without thirty (30) days prior written notice being furnished to Enbridge.

1.6 **Evidence of Insurance.** Upon execution of this Agreement, and on an annual basis thereafter until this Agreement is terminated, ProjectCo shall provide to Enbridge (or Enbridge's designated Representative) Certificate(s) of Insurance on standard forms regularly accepted in the industry certifying ProjectCo's compliance with this Exhibit and specifically identifying coverage extensions and endorsements required herein. In the event of a reduction in ProjectCo insurance limits during the term which may otherwise reduce the limits of insurance required to comply with this Exhibit, ProjectCo shall promptly provide Enbridge with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Exhibit. Enbridge's (or Enbridge's representative's) acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Exhibit.

"Certificate Holder" shall be:
Enbridge Gas Inc.

1.7 **Failure to Maintain.** In the event ProjectCo fails to comply with insurance requirements under this Exhibit, such failure shall constitute cause for immediate termination of this Agreement by Enbridge in addition to any other rights available to Enbridge at law or in equity. At its sole discretion, Enbridge may, but shall not be obligated to, obtain such insurance for Enbridge's sole benefit as Enbridge deems necessary to address any failure on the part of ProjectCo to obtain the insurance required pursuant to this Exhibit. Any cost thereof shall be payable by ProjectCo to Enbridge on demand and Enbridge may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to ProjectCo. No liability shall attach to Enbridge for any decision on the part of Enbridge to forego the purchase of additional insurance under this Section 1.7, nor does Enbridge's decision not to purchase additional insurance pursuant to this Section 1.7 constitute a waiver, release or modification of the requirements under this Exhibit or constitute a statement by Enbridge that ProjectCo's insurance coverage at any time during the term hereof is in compliance with the requirements under this Exhibit.

1.8 **Subcontractors.** ProjectCo shall require all its Subcontractors to provide insurance coverage in accordance with this Exhibit as part of the insurance program procured by ProjectCo, and to the extent applicable, on a stand-alone basis as determined by the Subcontractors. ProjectCo shall ensure that all insurance maintained by its Subcontractors or on behalf of its Subcontractors by ProjectCo, under any construction or standalone policies relating to the Project, where applicable, include a waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim in favor of Enbridge and add Enbridge as an additional insured. The failure of any Subcontractor to obtain and maintain the required insurance shall not in any way impact the obligations of ProjectCo under this Agreement.

- 1.9 **Insurance Costs.** Enbridge will not be responsible for any premiums, surcharges, supplemental calls, penalty payments, deductibles, self-insured retentions, self-insurance or any other costs for the insurance provided by or on behalf of ProjectCo in accordance with this Exhibit.
- 1.10 **Compliance with Applicable Law.** If it is judicially determined that the monetary limits of the insurance required herein do not conform with applicable law, it is agreed that ProjectCo shall take whatever steps are necessary, at its own expense, to ensure said insurance shall conform to **the greater of the minimum monetary limits and other provisions in such law, or the limits** specified herein.
- 1.11 **Effect on Indemnity Obligations.** Except as required by applicable law, ProjectCo's compliance with the obligations under this Exhibit shall in no way limit or **replace** the indemnity and other obligations of ProjectCo contained elsewhere in this Agreement.
- 1.12 **Indemnities to Be Supported By Insurance.** To the fullest extent required by applicable law and not prohibited by other applicable law, ProjectCo agrees to obtain and maintain, for the benefit of the Enbridge, as indemnitee, types and amounts of insurance coverage at least equal to the insurance requirements set forth in this Exhibit. All insurance required under this Exhibit is in support of ProjectCo's respective release, indemnity, defense, and hold harmless obligations in addition to, and independent of, any other insurance requirements contained in this Agreement.
- 1.13 **Intentionally deleted.**
- 1.14 **Intentionally deleted.**
- 1.15 **Riders.** ProjectCo shall obtain and maintain the supplementary insurance set out in the following Rider(s), attached to and forming part of this Exhibit:
 - o Rider 1 – ProjectCo Construction Insurance

RIDER 1: PROJECTCO CONSTRUCTION INSURANCE

[Requirements will be updated/confirmed by Enbridge at time of Agreement finalization]

1.1 ProjectCo Insurance. Without limiting the obligations of ProjectCo at law or in equity, ProjectCo shall obtain and maintain, or cause to be obtained and maintained, the insurance coverage outlined below for construction activities.

- a) **“Wrap-Up” Commercial General Liability insurance** ProjectCo, shall provide coverage with a limit of [●] dollars (\$[●]) for each occurrence or accident, including property damage, bodily injury (including death at any time resulting therefrom) and personal injuries sustained by any third-party because of bodily injury or destruction of property arising from construction activities. Such coverage shall include contractual liability addressing indemnification under this Agreement, cross liability, severability of interests, non-owned automobile liability, limited time element pollution and as applicable, shall provide coverage for explosion, collapse, and underground hazards (“XCU”). The policy shall provide for coverage during the term of the Project, and include products and completed operations coverage for a period of 24 months following Substantial Completion of the Project as defined in the [Project Agreement].
- b) **“All Risk” Course of Construction insurance** ProjectCo shall provide insurance which shall cover all risks of physical loss or damage to the Project or the work being performed in respect thereto, including all machinery, materials and supplies at the site of such work, in transit thereto and intended to become a part of the finished work, or on site awaiting erection or installation, testing or final acceptance by ProjectCo.
- c) **Professional Liability or Errors and Omissions Liability for Construction Activity.** Coverage shall provide a policy limit of (\$[●]) per claim and in the aggregate for claims arising out of EGI Utility Work (as such term is defined in Section 6 of the Recitals to this Agreement) being performed.

1.2 Intentionally Deleted.

1.3 Insurance Limits. Subject to the total required amount of insurance for each individual insurance coverage requirement herein, the amounts of insurance specified in the foregoing sections may be satisfied through a combination of primary and excess insurance limits at the discretion of ProjectCo.

1.4 Insured Status, Subrogation Waiver, Policies as Primary. ProjectCo shall ensure that each insurance carrier providing coverage hereunder provides (in each case arranged to provide the maximum benefit to Enbridge, its contractors, subcontractors, affiliates, and subsidiaries) the following,

- a. Inclusion of Enbridge, its contractors, subcontractors, affiliates and subsidiaries, as insureds in insurance policies under this Rider. For clarity, Enbridge shall

be added as insured in such a manner as to allow for Enbridge to make claims against such insurance directly as an insured, and not in conjunction with or predicated upon any claim against ProjectCo.

- b. Waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim, against insureds included in all policies of insurance under this Rider.
- c. That coverage in the noted insurance policies under this Rider, shall be written to respond on a primary and non-contributory basis irrespective of any other applicable insurance otherwise available to Enbridge under this Agreement.

1.4.1 Retroactive Dates and Claims Made. Any claims-made coverages shall be maintained for a minimum period of 24 months following Substantial Completion of the Project.

1.5 Evidence of Insurance. Upon execution of this Agreement, and on an annual basis thereafter until this Agreement is terminated, ProjectCo shall provide to Enbridge (or Enbridge's designated Representative) Certificate(s) of Insurance on standard forms regularly accepted in the industry certifying ProjectCo's compliance with this Rider and specifically identifying coverage extensions and endorsements required herein. In the event of a reduction in ProjectCo insurance limits during the term which may otherwise reduce the limits of insurance required to comply with this Rider, ProjectCo shall promptly provide Enbridge with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Rider. Enbridge's (or Enbridge's representative's) acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Rider.

"Certificate Holder" shall
be: Enbridge Gas Inc.

1.6 Cooperation. ProjectCo, ProjectCo contractors and subcontractors, and any other Parties in connection with the Project shall cooperate with and shall provide to Enbridge such assistance and materials as Enbridge may require to address any insurable risks presented by the execution of this Agreement.

SCHEDULE 3

EXECUTED COPY OF CONFIDENTIALITY AGREEMENT

(SEE ATTACHED)

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Question(s):

Please replicate Table 2 from Exhibit E, Tab 1, Schedule 1 including a column with the information from the proposed project and indicating (in brackets beside each value in the table if that is easiest) the amount in each cell as a percents of the total project costs (for each project).

Response:

An additional cost component for this Project related to a service relay that was not originally included in Exhibit E, Tab 1, Schedule 1 at the time of filing has been identified. The additional cost of this service relay is described in the response to Exhibit I.STAFF-4 and reflected in the updated Table 1 in that response.

Table 2 from Exhibit E, Tab 1, Schedule 1 (updated as described above), is presented below with the percentage values for each cost category as requested. Data for the two projects included in Exhibit E have been provided for comparison purposes.

Table 2
Project Cost Comparison (\$CAD)

Item No.	Project Name	Lawrence Ave East Relocation	Kennedy Station Relocation	Liberty Village Pipeline ¹
1	Facility Description	<u>Pipeline</u> 266 m of NPS 6 SC HP; 79 m of NPS 4 PE IP; Ancillary facilities Total 415 m pipeline	<u>Phase 1 Pipeline</u> 310 m of NPS 4 PE IP; 120 m of NPS 2 PE IP <u>Phase 2 Pipeline</u> 30 m of NPS 8 SC HP; 330 m of NPS 8 PE IP; 16 m of NPS 6 PE IP; 25 m of NPS 4 PE IP Total 831 m pipeline District station	<u>Pipeline</u> 900 m of NPS 8 ST IP; 200 m of NPS 6 PE IP; 85 m of NPS 4 PE IP Total 1185 m pipeline
2	Material Costs	50,042 (1.4%)	91,986 (1.7%)	76,490 (1.8%)
3	Labour Costs	1,835,450 (51.8%)	2,918,403 (54.5%)	4,048,493 (97.5%)
4	External Costs	195,800 (5.5%)	157,607 (2.9%)	11,128 (0.3%)
5	IDC	31,034 (0.9%)	48,280 (0.9%)	15,570 (0.4%)
6	Contingency ²	520,323 (14.7%)	767,698 (14.3%)	-
7	Indirect Overheads ³	910,566 (25.7%)	1,375,562 (25.7%)	-
8	Total Project Costs	3,546,217	5,359,535	4,151,681

¹ EB-2018-0096, Post-Construction Financial Report on Costs and Variances, June 24, 2020.

² Contingency for Liberty Village was 25%; however, the costs above are the actuals and as such, no contingency costs are assigned.

³ Indirect overheads were not forecasted for the Liberty Village Pipeline project.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Question(s):

- a) Enbridge indicates that the project capital costs would be reimbursed by Metrolinx through a Contribution in Aid of Construction. Please confirm this means that the project costs will not go into capitalized rate base or included in rate collected from rate payers. If that is not correct, please explain what amounts related to this project rate payers would pay.
- b) The project is a temporary pipeline that Enbridge indicates would need a long-term replacement in the 2030 timeframe. Please confirm the amortization period Enbridge proposes to use for the project assets installed.

Response:

- a) Capital costs of the project will be fully reimbursed by Metrolinx (via its Contractor, in accordance with the UWA discussed in Exhibit B, Tab 1, Schedule 1, Attachment 1 and the agreements provided at Attachments 1 and 2 to the response to Exhibit I.PP-8). The net amount (zero in this instance) will be added to the capitalized rate base, resulting in no rate base additions to be recovered from rate payers.
- b) Although no rate base additions are to be recovered from rate payers, the applicable amortization that would apply to the assets for the Project is 65 years from the date the Project is placed into service. In the event that a long-term solution is required, the Project assets will be retired consistent with the treatment prescribed for pipe relocations in the Uniform System of Accounts for Class A Utilities.¹

¹ Uniform System of Accounts for Class A Gas Utilities (April 1, 1996) (oeb.ca), Appendix A, Section 3A, p.128 of 131.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

Question(s):

Please confirm that the proposed schedule is still accurate or provide an updated project schedule including major milestones including permits and approvals.

Response:

The proposed schedule provided in Exhibit D, Tab 2, Schedule 1 is still accurate. However, if there are opportunities to advance the construction start for this Project earlier in 2024, pending the OEB's decision for this LTC Application, then Enbridge Gas will work with Metrolinx and the City of Toronto to circulate for permits and approvals in order to start construction earlier.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe (PP)

Interrogatory

References:

"On March 28, 2023, the Ontario Energy Board released updated guidelines, titled Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Projects and Facilities in Ontario, 8th Edition. As the project was initiated prior to March 28, 2023, the 7th Edition Guidelines were followed; however, components of the 8th Edition Guidelines were considered when drafting this report" [F/1/1 Page 1]

Question(s):

Please provide a list of the additional elements Enbridge incorporated from the most recent (2023) Environmental Guidelines and indicate what the impacts were for each item.

Response:

The 8th Edition OEB Environmental Guidelines (2023) were incorporated into the Environmental Report (ER)¹ in the following ways:

- i. Per section 1.3.2 of the 8th Edition OEB Environmental Guidelines, the OPCC, Indigenous communities and other key stakeholders were provided an opportunity to review and comment on a draft version of the ER. Comments received were incorporated into the Final ER, as applicable. A summary of comments along with their associated responses (i.e., impacts) can be found in Appendix F-2 of the ER.
- ii. Per section 1.3.2 of the 8th Edition OEB Environmental Guidelines, Enbridge Gas sought review letters from OPCC members following their review of the draft ER. OPCC members were reminded of the expectation to provide a review letter mid-way through the 42-day ER review period. The review letters and records of correspondence that Enbridge Gas received from the OPCC upon review of the draft ER can be found in Appendix F-3 of the ER.

¹ Exhibit F, Tab 1, Schedule 1, Attachment 1.