

**COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS  
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION**

<b>In the Matter of</b>	)	
	)	<b>OADR Docket Nos. 2019-008 - 2019-013</b>
	)	<b>DEP File No.: Air Quality Application</b>
	)	<b>No. SE-15-027</b>
<b>Algonquin Gas Transmission, LLC</b>	)	<b>Weymouth, MA</b>
	)	

**PRE-FILED DIRECT TESTIMONY OF JOHN HEINTZ**

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I, John Heintz, hereby state as follows:

1. I am the Project Manager for the “Atlantic Bridge Project.” My business address is 890 Winter St, Waltham, MA 02451. I am providing this testimony on behalf of the Applicant Algonquin Gas Transmission, LLC (“Algonquin” or the “Applicant”).<sup>1/</sup>

2. I am a Project Manager for Algonquin under contract through International Engineering and Development Corp., which is a subcontractor to Vanasse Hangen Brustlin, Inc. I have been working on Enbridge projects for six years. The projects that I oversee include infrastructure improvement and new infrastructure construction related to interstate natural gas transmission pipelines. This includes work on compressor stations and meter stations. In addition to the Atlantic Bridge Project, I have also worked on: (1) the Portland Xpress Project, which entails upgrades at the Eliot, ME and Westbrook, ME compressor stations and the Dracut, MA meter station; and (2) the Westbrook Xpress, which entails upgrades to the compressor station in Westbrook, ME.

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<sup>1/</sup> Algonquin is a subsidiary of Enbridge.

### **The Atlantic Bridge Project and the Weymouth Compressor Station**

3. The “Atlantic Bridge Project” refers to an application to the Federal Energy Regulatory Commission (“FERC”) by Algonquin Gas Transmission, LLC (“Algonquin”) and Maritimes & Northeast Pipeline, L.L.C. (“Maritimes”), approved by FERC in January 2017, to construct and operate various natural gas pipeline and compression facilities primarily in New York, Connecticut, and Massachusetts.

4. As the Project Manager, I am responsible for the development, permitting and construction of the Atlantic Bridge Project, including the Weymouth Compressor Station.

5. “The purpose of the Atlantic Bridge Project is to economically provide the pipeline capacity necessary for the transportation of significant and diverse natural gas supplies from a receipt point at Mahwah, New Jersey to the Project shippers’ delivery points primarily in Massachusetts, Maine and at the United States (“U.S.”) – Canadian border. The Project would provide additional capacity on the Algonquin system and facilitate south-to-north flow on the Maritimes system in order to provide additional gas supply to New England and the Maritime provinces of Canada.” Resource Report 10, Section 10.2 (RR10), submitted to the FERC in connection with the Atlantic Bridge Project (Docket No. CP16-9-000).

### **Cost Comparison of Electric Motor Drive vs. SoLoNOxTurbine**

6. I have been asked to testify about certain costs that would be associated with employing an electric motor drive (“EMD”) instead of a natural gas turbine at the Weymouth Compressor Station. These costs are set forth in Table 4-6 in Algonquin’s July 24, 2020 Addendum to Non-Major Comprehensive Plan Approval Application (the “Addendum”).

7. Table 4-6 in the Addendum sets forth Algonquin's estimate that the baseline costs associated with the Weymouth Station will total approximately \$98.062 million. *See* Addendum Table 4-6 (\$98,062,212.00). The baseline costs for the station (excluding the compressor driver and energy systems and infrastructure specific to the driver) are the same whether an EMD or a gas turbine is required. *Id.*

8. Algonquin obtained an estimate from Solar for the difference in price between the Spartan Electric Motor Drive Compressor Set and the Taurus 60-C33 Compressor Set. A copy of the estimate is attached hereto as Ex. 1 (July 23, 2020 Ltr. to J.Heinz). Solar identified this EMD unit as the technical equivalent to the gas turbine proposed for the Weymouth Compressor. *Id.* Ex. 1 explains that "the cost estimate for hardware differences between the two compressor solutions is \$2,358,087 USD with the Motor Drive being less." *Id.*

9. In order to provide power to an EMD for the Weymouth Compressor Station, additional infrastructure improvements are required, including, but not limited to:

(1) upgrades to the existing Edgar Substation located at the Calpine Fore River Energy Center, including a new breaker ("Edgar Substation");

(2) installation of approximately one-half mile of underground high voltage transmission line from the Edgar Substation to and underneath Route 3A onto the Weymouth Compressor Station site; and

(3) construction of a new substation at the Weymouth Compressor Station site.

#### **Upgrades to the Edgar Substation**

10. According to communications in June 2020 with representatives from National Grid, which has distribution rights in the area through its subsidiary Mass Electric, and Eversource, which has transmission rights in the area, the existing Edgar Substation does not have the capacity to provide the level of service that would be required to power the EMD. Eversource

provided a high level of estimate of more than \$3,000,000 to install the necessary breaker. Dashiell Corp. (“Dashiell”), a leading national provider of technical services to the electric utility, power generation, industrial, renewable and energy industries, estimated that the breaker addition would cost \$1,300,000, excluding additional costs that would be incurred by Eversource (and passed onto Algonquin). A copy of the estimate is attached hereto as Ex. 2 (June 17, 2020 Ltr. from Dashiell to L.Smith).

11. As shown in Table 4-6 of the Addendum, Algonquin selected Dashiell’s \$1,300,000 estimate for the purpose of performing its economic feasibility analysis.

#### **Installation of High Voltage Transmission Line**

12. To transmit the electricity necessary to power an EMD at the Weymouth Compressor Station, approximately one-half mile of underground high voltage transmission line would need to be installed connecting the Edgar Substation to the Weymouth Compressor Station site. The high voltage transmission line would be buried underground for safety and reliability reasons including protecting the line from possible coastal storms and wind. The work includes digging a trench and constructing a concrete duct bank to carry the high voltage transmission line. Concrete encasement is an Algonquin documented construction standard for circuits at or above a medium voltage rating when installed below grade.

13. Algonquin obtained three estimates for the installation of high voltage transmission line, ranging from \$8.4-\$8.5M. Dashiell estimated the installation would cost \$8,500,000. A copy of the estimate is attached as Ex. 2 (June 17, 2020 Ltr. from Dashiell to L.Smith). J.L. Allen Services, Inc. (“J.L. Allen”), which specializes in the construction of pipeline stations and pipe fabrication and is currently the general contractor for the Weymouth

Compressor Station, provided a proposal estimating that the installation would cost \$8,436,803 (\$7,806,803 for installation of the duct bank and \$630,000 for procurement and installation of the cable). A copy of J.L. Allen's proposal is attached hereto as Ex. 3 (June 12, 2020 J.L. Allen Proposal). McCourt Construction, a comprehensive general contractor, estimated that the installation would cost \$8,389,950. A copy of its estimate is attached hereto as Ex. 4 (June 12, 2020 Ltr. to M.Shea). Current estimates do not include costs to accommodate existing utilities that may be located in the path of the concrete duct bank.

14. As shown in Table 4-6 of the Addendum, Algonquin selected Dashiell's \$8,500,000 estimate for the installation of high voltage transmission line for the purpose of performing its economic feasibility analysis. There are also costs associated with right of way land purchases, which are the subject of the testimony of Nancy Kist.

#### **CONSTRUCTION OF A NEW SUBSTATION AT THE WEYMOUTH SITE**

15. In order to transform the transmission level voltage from the Edgar Substation down to a useable voltage, Algonquin would need to construct a new substation at the Weymouth Compressor Station site. Algonquin obtained three estimates or proposals in connection with construction of a new substation at the Weymouth Compressor Station site.

16. First, attached hereto as Ex. 2, Algonquin obtained an estimate from Dashiell in the amount of \$3,950,000 for the following items of work:

- Engineering work needed to design and provide the technical specifications of the substation in the amount of \$230,000;
- Material in the amount of \$1,800,000;
- Labor/Equipment for the installation of the substation equipment in the amount of \$1,670,000;
- Testing and commissioning of the substation in the amount of \$140,000; and

- Sales Tax in the amount of \$110,000.

*See Ex. 2(June 17, 2020 Ltr. to L.Smith).*

17. Second, attached hereto as Ex. 3, Algonquin obtained a proposal from J.L. Allen in the amount of \$1,335,220. *Id.* This proposal includes installation of rigid inclusions. *Id.* J.L. Allen’s proposal excluded procurement of all piping materials, compressor/ancillary equipment and buildings, and substation structures/equipment/buildings. J.L. Allen noted, “if substation work is performed by others and the civil portion is required to be performed by J.L. Allen the cost is \$768,000.” *Id.* The proposal also includes a proposal for the installation of the medium voltage duct bank and cable from new substation to EMD compressor station in the amount of \$693,764. *Id.*

18. Finally, Algonquin obtained budget pricing from Murphy Electrical & Industrial Control (“MEIC”) in the amount of \$10,061,197, but disregarded it for current purposes because it was not in line with the other two estimates or proposals obtained. A copy of MEIC’s pricing letter is attached hereto as Ex. 5 (June 12, 2020 Ltr. to D.Butler).

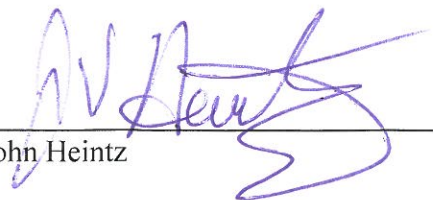
19. As shown in Table 4-6 of the Addendum Algonquin selected Dashiell’s estimate of \$3,950,000 and J.L. Allen’s estimate for civil work in the amount of \$768,000 for the purpose of performing its economic feasibility analysis. Table 4-6 also shows that Algonquin selected J.L. Allen’s \$693,764 proposal for the installation of the medium voltage duct bank and cable from new substation to EMD compressor station for the purpose of performing its economic feasibility analysis.

**Actual Costs Incurred Associated with the SoLoNOx Turbine**

20. Algonquin has already incurred, or is in the process of incurring, certain costs in connection with construction of the Weymouth Compressor Station related to the installation of the SoLoNOx Turbine. These costs include the following:

- The SoLoNOx Turbine unit: as discussed above, the turbine is estimated to cost \$2,358,087 USD more than the EMD. *See* Ex. 1( July 23, 2020 Ltr. to J.Heintz).
- Fuel Gas System equipment (the equipment that prepares the natural gas for combustion in the turbine): Algonquin has incurred a total of \$209,756 for this equipment. Attached as Ex. 6 hereto is a worksheet summary of capital costs that I assisted in preparing, along with the corresponding purchase orders.
  - Waterbath Heater - \$92,856 (Ex. 6A)
  - Regulators - \$30,200 (Ex. 6B)
  - Dry Filter - \$5,300 (Ex. 6C)
  - Filter Separator - \$63,300 (Ex. 6D)
  - Orifice Meter - \$18,100 (Ex. 6E)
- Labor to install turbine specific items: J.L. Allen provided a proposal, which is attached hereto as Ex. 7, in the amount of \$1,021,303.80 for the following items:
  - Installation of complete fuel gas system civil, mechanical, electrical, painting/coating, and insulation - \$198,823;
  - Installation of complete turbine air intake system civil and mechanical - \$306,405.80; and
  - Installation of complete turbine exhaust system civil, mechanical, insulation \$516,075.

Signed under the pains and penalties of perjury on July 23, 2020.

  
\_\_\_\_\_  
John Heintz

# **EXHIBIT 1**



# Solar Turbines

*A Caterpillar Company*

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**Solar Turbines, Inc.  
10203 Sam Houston Park Dr  
Suite 300  
Houston, Texas 77064**

**Date 7-23-2020**

**To: Mr. John Heintz**

**Re: 3W102-HO15-0023-Weymouth-Technical Proposal-160201**

Dear Mr. Heintz,

Regarding the question on the Electric Motor Drive alternative to drive the Taurus 60-C33 Compressor Set for the Weymouth Compressor Station. Solar has selected a Spartan Electric Motor Drive Compressor Set which allows for standard power margins to be applied when driving the C33 compressor in substitution of a Taurus 60 Compressor Set. The cost estimate for hardware differences between the two compressor solutions is \$2,358,087.00 USD with the Motor Drive being less.

Thank you for your consideration.

**Best Regards,**  
**Mike Clay**  
Account Manager  
Solar Turbines Inc.

# **EXHIBIT 2**



# DASHIELL CORPORATION

ENGINEERS - CONSTRUCTORS

12301 Kurland Drive  
Suite 400  
Houston, Texas 77034  
PHONE: (713) 558-6600  
FAX: (713) 558-6663

June 17, 2020

Enbridge  
5400 Westheimer Court  
Houston, TX 77056

## TRANSMITTED VIA EMAIL

Attention: Mr. Larry Smith – [laurence.smith@enbridge.com](mailto:laurence.smith@enbridge.com)  
Electrical Engineer, Facilities Project Engineering

Reference: Enbridge – Weymouth, MA  
115 kV, 30 MVA Substation for Weymouth Compressor Station  
REV 2

Dear Mr. Smith:

Dashiell is pleased to present the following Revised Budgetary Estimate Proposal for the 115 kV Substation at the Enbridge Weymouth Compressor Station in Weymouth, MA. Our quotation is as follows:

## SCOPE OF WORK

Dashiell will provide the engineering, procurement, and construction services for the following:

1. 115 kV, 30 MVA Weymouth CS Substation based on the Opelousas CS Substation provided by Dashiell in 2016 with the following changes:
  - a. Primary voltage: 115 kV
  - b. Transformer: 30 MVA
  - c. Incoming Utility Line: Underground
2. 115 kV underground transmission line from Edgar Substation to the Weymouth CS Substation, approximately 2,600' long.
3. 115 kV breaker addition at the Eversource Edgar Substation

## BUDGETARY ESTIMATE

Our Budgetary Estimate to provide the services specified herein is broken down by scope of work as follows:

	115 kV CS Sub	115 kV Line	115 kV Breaker	TOTAL
Engineering	\$ 230,000	\$ 300,000	\$ 200,000	\$ 730,000
Material	\$ 1,800,000	\$ 5,450,000	\$ 550,000	\$ 7,800,000
Labor / Equipment	\$ 1,670,000	\$ 2,000,000	\$ 470,000	\$ 4,140,000
Testing / Commissioning	\$ 140,000	\$ 400,000	\$ 50,000	\$ 590,000
Sales Tax	\$ 110,000	\$ 350,000	\$ 30,000	\$ 490,000
TOTAL	\$ 3,950,000	\$ 8,500,000	\$ 1,300,000	\$ 13,750,000

## PERFORMANCE AND PAYMENT BOND

Our Budgetary Estimate above does not include a Performance and Payment Bond. If a Performance and Payment Bond is required, please advise, and we will modify our Budgetary Estimate accordingly.

## PROVISIONS FOR STATE AND LOCAL TAXES

Our Budgetary Estimate includes state sales and use taxes, based on a rate of 6.25%. If we should not compute and add taxes to our pricing, please advise, and we will remove taxes from our Budgetary Estimate.

### COMMENTS AND CLARIFICATIONS

Our proposal is based on the following comments and clarifications:

1. Our Budgetary Estimate does not include any allowances for elevating the substation equipment 6-8 feet above finished grade.
2. Foundation estimates are based on the geotechnical criteria provided.

### TERMS OF SALE

Our Base Price is based on work being performed per previously agreed to Terms and Conditions between our companies. If these are not acceptable, please advise, and we will provide a redlined copy Enbridge's Terms and Conditions. We are confident we can come to an equitable agreement for this project.

We appreciate the opportunity to submit this proposal. Please let us know how we should proceed and if you have any questions or comments.

Sincerely,



CHARLES M. JARRELL II, P.E.  
Sales Engineer

# **EXHIBIT 3**



P. O. Box 347 • 980N CR 610 E. • Tuscola, IL 61953 • P: 217.253.3371 • F: 217.253.2834

6/12/2020

Enbridge  
890 Winter Street,  
Suite 300  
Waltham, MA 02451

Attn: John Heintz

Subject: Weymouth EMD Compressor Installation

Mr. Heintz,

J.L. Allen Services, Inc. is pleased to have the opportunity to present this proposal for the installation of the following items:

1. Installation of high voltage duct bank from Calpine Fore River Energy Center to new Enbridge Substation \$7,806,803
2. Procure and install high voltage cable \$630,000
3. Substation construction and civil work (including rigid inclusions) \$1,335,220
4. Installation of medium voltage duct bank and cable from new substation to EMD compressor station \$693,764

Total estimated cost is \$10,465,787

Please note: This estimate excludes procurement of all piping materials, compressor/ancillary equipment and buildings, and substation structures/equipment/buildings. If substation work is performed by others and the civil portion is required to be performed by J.L. Allen the cost is \$768,000.

Respectfully,

Rob Birchenough  
President  
J.L. Allen Services, Inc.

# **EXHIBIT 4**



June 12, 2020

Enbridge  
890 Winter Street  
Waltham, Ma 02451

Attn: Michael Shea, PE System Planning

RE: Atlantic Bridge - Weymouth Compressor Station 115kV Electrical Service

Dear Mr. Shea,

McCourt Construction is pleased to provide this BUDGET proposal to perform the work associated with the installation of a new 115kV electrical service as requested. The documents used to prepare this proposal include:

- Atlantic Bridge Project, Figure RR10 – Response 2C
- Site Visit on 06/11/2020

The estimated Budget to perform this project is: **\$8,389,950.00**

Items not covered under this Budget are as follows:

- NGrid back charges
- ROW and easements
- Permits and fees
- Final hook up to new compressor station

This proposal is subject to the attached Quotation Clarification and Exclusions

Please see attached scope of work and bid breakdown

If you have any questions, please feel free to contact this office at (617)269-2330.

Best Regards  
McCourt Construction

Richard Kennedy, Senior Estimator  
Scope of work included:



**115kV Duct Bank**

1. F&I 6" PVC Cable Conduit
2. F&I 4" PVC Fiber Conduit
3. Thermal Concrete Encasement (no rebar)
4. Gravel Backfill
5. Restoration as Requires

**Electrical Manholes**

1. F&I NGrid standat manholes
2. CDF Backfill
3. F&I Cable Racking & Pull Rings
4. F&I Frame and Covers
5. F&I Bell Mouths

**Electrical**

1. F&I 115kV Okenite Cable
2. Electrical Termination at Substation (other than NGrid final hook up)
3. F&I Grounding
4. F&I Fiber Cable

**Soil Disposal**

5. Excess Soil Disposal to Out Of State Regulated Facility

**QUOTATION CLARIFICATIONS AND EXCLUSIONS**

McCourt's proposal includes all costs for providing labor, equipment and materials necessary to complete the work quoted, based upon the following standard Clarifications and Exclusions:

**Clarifications:**

- 1) Quote is based on an eight-hour work day, and work being performed during normal working hours (7:00am to 3:30pm) using union labor and working under union conditions.
- 2) Adequate parking, storage and laydown areas will be provided at the project site for us.
- 3) We do not accept responsibilities for delays not caused by us and reserve the right for additional compensation due to escalated costs associated with any delays.
- 4) Any alteration or deviation from the work quoted will be performed only upon written order and will become an extra charge over and above the costs quoted.
- 5) Budget is valid for thirty (30) days. Quote is based on today's material, supplies and labor costs and is subject to change.
- 6) Work performed includes a warranty of 1 year after substantial completion.
- 7) On-site stockpile area will be provided to us for storage of excavated materials generated during the work

**Exclusions:**

- 1) All pipe work, welding, gas equipment
- 2) Site office trailer
- 3) Sanitation facilities, potable water supply
- 4) Waste containers and removal (cleanup to dumpsters provided by others is included)
- 5) Rodent control
- 6) Dedicated QA/QC person
- 7) Dedicated safety person
- 8) Costs associated with drug testing and/or security clearances including badges and/or class room time
- 9) Survey control, engineering
- 10) Police details, traffic control, pedestrian control/protection, perimeter protection, signage, barricades, fire watches, fire protection, flagmen, signalmen, watchmen, vibration monitoring, noise monitoring
- 11) Preconstruction and post construction building and/or site surveys. Monitoring and protection of existing structures.
- 12) Snow and ice removal
- 13) Dust control
- 14) Wheel washing, street cleaning
- 15) Winter conditions / weather protection / heat
- 16) Asbestos abatement and testing (other than listed above)
- 17) Any permits or licenses (other than listed above)
- 18) Insurance in excess of our standard coverages
- 19) Cost of bonds (if required, these can be provided at additional cost)
- 20) Liquidated damages
- 21) Minority work force goals or minority participation goals
- 22) Relocation or removal of existing utilities in conflict with the proposed work unless shown on the drawings as being relocated
- 23) Obstructions that delay the progress of work



# **EXHIBIT 5**

Mr. David Butler  
Project Coordinator Compression  
Enbridge

June 12, 2020

Re: Weymouth Compressor Station  
Proposed Electrical Sub Station

David, as requested I am providing the following budget pricing for the proposed new electrical sub station to be erected at the new Weymouth Compressor Station located in Weymouth, MA. I have included the following items in the pricing.

- Ground Grid
- Fence Grounding
- Equipment Ground Connections
- Switching Mats
- Below Grade Conduits
- Below Grade Duct Banks
- Cable Trench & Covers
- Install Substation Structures
- Install substation equipment per drawings provided
- Install substation switchgear building
- Rigging and setting of the transformer
- Install IPS bus
- Install GOAB switch
- Install circuit breaker
- Install Wave Turner and CVT
- Install PT & CT
- Receive and off load owner supplied equipment
- Yard lighting
- Install control cabinets
- Install control wiring
- Make all terminations of wiring
- Install Cable Tray
- Fiber Guide



- Innerduct and fiber
- Install AC station service
- Install DC systems and distribution
- Control house lighting
- Control house power
- Control house Fire Alarm
- Control house HVAC
- Security conduits
- Civil Works
- Sire Cuts and Fills
- Fencing
- Drilled shafts and grade beams
- Transformer and Reactor foundations
- Miscellaneous foundations
- Fire walls
- Trenching for all underground utilities
- Set control building
- Paving
- Crushed Stone Surfaces
- Furnish all testing of switchgear

**Exclusions:**

- ***Substation equipment***
- ***Transformers***
- ***Breakers***
- ***Disconnect Switches***
- ***Arrester***
- ***Line tuner***
- ***Control Cabinets***
- ***Utility charges***
- ***Security devices***
- ***Switch gear building***
- ***Control building (and all components)***
- ***Secondary feed from secondary transformer to site***
- ***Engineering***
- ***Overtime including Holiday work***
- ***Permit Fees***



*Budget sum for the work: (\$10,061,197.00) Ten Million Sixty-One Thousand One Hundred Ninety-Seven Dollars.*

*Pricing is based on normal working hours 8-hour days 5 days per week Monday thru Friday.*

*Thank you for the opportunity*

*Daniel P Murphy*

*President  
Murphy Electric & Industrial Control, LLC*



# **EXHIBIT 6**



Fuel Gas System Capital + Installation Cost		
	Capital Cost	Installation Cost
Waterbath Heater	\$92,856.00	\$198,823.00
Regulators	\$30,200.00	
Dry Filter	\$5,300.00	
Filter Separator	\$63,300.00	
Orifice Meter	\$18,100.00	
Total Capital Cost	\$209,756.00	
Total Cost	\$408,579.00	

Enbridge PO #  
3100026341  
3100038392  
3100038012  
3100028313  
3100036557

# **EXHIBIT 6A**



Buyer: CARRI WALLIS  
Phone: 713-627-5537  
Email: Carri.Wallis@enbridge.com

**Bill To:** Algonquin Gas Transmission, LLC  
APUSinvoices@spectraenergy.com  
**OR**  
P.O. Box 2549  
Detroit, MI 48202-2549

## PURCHASE ORDER (PO)

<b>Vendor:</b>	<b>Vendor No. 9000004802</b>
SIVALLS, INC 2200 EAST SECOND STREET ODESSA TX 79760 Phone: 432-337-3571 Fax: 432-337-2624 Attention:	

### General Information

**P.O. Number** : 3100026341  
**Rev. No.** : 24  
**Date** : 10/29/2015  
**Currency Code** : USD  
**Payment Terms** : Net 0 Days  
**Ship Date** : See below  
**Shipping Terms** : FOB ORIGIN - FREIGHT COLLECT

P.O. Number and Line number must mirror the PO on your invoice  
and must be referenced on all invoices and related correspondence.

**Ship To:** ALGONQUIN GAS TRANSMISSION, LLC  
  
1600 WASHINGTON  
HOLLISTON MA 01746

**Attention:**

\*\*\*\*\*

CHANGER ORDER NO. 5: CREATED ON 6/10/16 CLW

CHANGING THE "SHIP TO" ADDRESS TO 1600 WASHINGTON ST., HOLLISTON, MA 01746 PER WAYNE RACICOT  
AND BILL WELCH'S EMAIL DATED 6/10/16

\*\*\*\*\*

CHANGE ORDER NO. 4: CREATED ON 4/5/16 CLW

CHANGING THE INLET AND OUTLET FLANGES FROM 600# TO 900# @ \$292.00 AND CREATING NEW COIL DWG  
FOR WEYMOUTH DUE TO NEW FLANGE RATINGS & LABEL INLET/OUTLET OF COIL ON ASSEMBLY PRINT @  
N/C PER SIVALLS QUOTE NO. 1705/ECN2442 DATED 3/10/16

\*\*\*\*\*

CHANGE ORDER NO. 3: CREATED ON 2/9/16

ADDING PRESSURE & TEMPERATURE COMPENSATION, PROVIDE DOWNDRAFT DIVERTER & 120 VAC AND 24  
VAC POWER PER SIVALLS C/O REQUEST NO. 1704/ECN 2435 & 2436 REV. 1 DATED 1/15 & 1/25

\*\*\*\*\*

CHANGE ORDER NO. 2: CREATED ON 12/15/15

CHANGING THE ROS DATE FROM 6/25/17 TO 3/1/17 PER DAVID COX DURING THE PRE-PRODUCTION MEETING  
HELD ON 12/15/15

\*\*\*\*\*

11/30/15 - PER NOWERY SMITH'S EMAIL DATED 11/30, THE APPROVAL DWGS WILL BE SUBMITTED BY 12/8

\*\*\*\*\*

CHANGE ORDER NO. 1: CREATED ON 11/5/15

CORRECTING THE DRAWING LEAD TIME AND ADDING PROGRESS PAYMENTS PER NOWERY SMITH'S  
REQUEST @ SIVALLS DATED 11/4/15

\*\*\*\*\*

WBS: CE.000089.005 ATLANTIC BRIDGE WEYMOUTH

REQUIRED MATERIAL ON-SITE DELIVERY DATE: 6/30/2017

MATERIAL LEAD TIME: 16-18 WEEKS ARAD

**Algonquin Gas Transmission, LLC**

**P.O. Number 3100026341**

DRAWING LEAD TIME: 4 WEEKS ARO (12/3/15)  
SPECTRA TO RETURN DRAWINGS: 2 WEEKS (12/17/15)

THIS EQUIPMENT REQUIRES INSPECTION. PLEASE SEE ATTACHED INSPECTION TEST PLAN (ITP)

\*\*\*INVOICES MUST MATCH THE PO LINE PER LINE IN ORDER TO BE ACCEPTED AND PAID\*\*\*

THIS ORDER CONFIRMS ORDER: 3100026341  
PLACED ON: NOVEMBER 2, 2015  
TO: NOWERY SMITH - 713-823-4653 - HOUSTON@SIVALLS.COM  
BY: CARRI WALLIS

LEAD ENGINEER: DAVID COX - 902-490-2203  
DSCOX@SPECTRAENERGY.COM

General Notes:

THIS PURCHASE ORDER IS IN REFERENCE TO SIVALLS QUOTE NUMBER 2015-337 DATED 9/9/15. PRICING VALID THROUGH 11/9/15. SPECTRA ENERGY TERMS & CONDITIONS INCLUDED AS PART OF THIS PURCHASE ORDER SHALL BE THE ONLY TERMS APPLICABLE TO THIS PURCHASE ORDER.

ONE (1) HARD COPY AND (1) ELECTRONIC COPY OF DOCUMENTATION, WHICH INCLUDES MTR'S, JOB BOOKS AND O&M MANUALS, \*\*\*MUST BE MAILED TO THE LEAD ENGINEER\*\*\*. ONLY SEND 1 ELECTRONIC COPY TO CARRI WALLIS AT THE FOLLOWING ADDRESS:  
SPECTRA ENERGY - 5400 WESTHEIMER COURT, HOUSTON, TX 77056  
THE PO NUMBER AND LINE ITEM MUST BE REFERENCED ON EACH MTR

ONE (1) GAS FIRED WATER BATH HEATER - \$87,676.00  
PER SPEC NO. ES-VH1.2 REV. 2

PAYMENT TERMS: NET 45

CANCELLATION SCHEDULE:  
10% IF CANCELLED UP TO 4 WEEKS ARO  
25% IF CANCELLED UP TO 8 WEEKS ARO  
100% IF CANCELLED AFTER 8 WEEKS ARO

WARRANTY: 12 MONTHS FROM DATE OF STARTUP OR 18 MONTHS FROM DATE OF SHIPMENT; WHICHEVER OCCURS FIRST.

FACILITY WHERE PRODUCT WILL BE MANUFACTURED: ODESSA, TX

SPECTRA REQUIRES DELIVERY 6/30/2017; SIVALLS FREE TO ADJUST PRODUCTION SCHEDULE, BUT SPECTRA NOT TO BE CHARGED STORAGE FEES NOR ARE WE TO BE INVOICED IF HEATER IS MANUFACTURED EARLIER THAN IS REQUIRED TO MEET THE 6/30/17 DELIVERY DATE.

Escalation Clause: If material is not needed on-site within 1 year

Direct & Indirect Fired Heater Material Escalation:

It is understood that the contract price for the Direct & Indirect Fired Heater has been calculated based on the current prices for raw materials. However, due to Spectra Energy's request for delayed equipment delivery of June 30, 2017, the market for the raw materials may shift and price increases and/or decreases could occur. Sivalls agrees to use their best efforts to obtain the lowest possible prices from available material suppliers, but should there be an increase and/or decrease in the prices of materials that are purchased after execution of this purchase order, Spectra agrees to pay that

**Algonquin Gas Transmission, LLC****P.O. Number 3100026341**

cost increase to Sivalls and Sivalls agrees to discount their pricing should any decreases occur. In addition, said increase and/or decrease in material pricing of said purchase order shall be capped at +/- 5%. Any claim by Sivalls for payment of a cost increase and/or decrease, as stated above, shall require written notice by Sivalls to Spectra Energy stating the increased and/or decrease cost, of the materials in question, including the source of supply, fully supported by invoices, bills of sales, and current published industry material pricing indices.

DESCRIPTION: MASSACHUSETTS EXEMPT AGT

Notes: SHIPPING INSTRUCTIONS

FREIGHT COLLECT - PLEASE CONTACT KELLEY ELKINS AT 713-989-8395 OR E-MAIL  
KMELKINS@SPECTRAENERGY.COM FOR ROUTING INSTRUCTIONS.

TAX NOTE: THE COMMODITY(S) PURCHASED UNDER THIS PURCHASE ORDER IS/ARE TAX EXEMPT IN THE  
STATE OF MASSACHUSETTS. DO NOT INVOICE SALES TAX.

ROUTING INSTRUCTIONS ARE AN INTEGRAL PART OF THIS PURCHASE ORDER. FAILURE TO COMPLY WITH  
THESE INSTRUCTIONS IN ANY MANNER WITHOUT PRIOR APPROVAL OF SPECTRA ENERGY MATERIALS  
MANAGEMENT/TRAFFIC DIVISION WILL BE CONSTRUED AS A DIRECT VIOLATION OF THIS CONTRACT. IN THE  
EVENT ROUTING INSTRUCTIONS CANNOT OR SHOULD NOT BE EXECUTED AS INSTRUCTED IN THIS  
PURCHASE ORDER, VENDOR IS INSTRUCTED TO CONTACT THE BUYER OR SPECTRA ENERGY TRAFFIC FOR  
REVISED ROUTING INSTRUCTIONS. FAILURE TO COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN  
FREIGHT CHARGES BEING FOR VENDOR'S ACCOUNT.

GUIDELINES FOR WOOD PACKING MATERIALS U.S., CANADA AND MEXICO ARE STRICTLY ENFORCING  
INTERNATIONAL STANDARDS FOR PHYTO-SANITARY MEASURES PUBLICATION NO. 15 (ISPM 15). WOOD  
PACKING FOR ALL SHIPMENTS THAT REQUIRE CUSTOMS CLEARANCE, INCLUDING SKIDS, CRATES AND PIPE  
DUNNAGE MUST BE TREATED TO THE ISPM 15 STANDARD AND IS REQUIRED TO BEAR THE UNIQUE  
CERTIFICATION STAMP. SELLER WILL BE RESPONSIBLE TO INSURE ALL GOODS SHIPPED MEET ISPM  
STANDARDS.

NOTE: SHIPMENTS ROUTED VIA FEDEX OR U.P.S. ARE NOT TO EXCEED 125 LBS. AND 100 LBS RESPECTIVELY  
FOR THE TOTAL SHIPMENT. WEIGHTS EXCEEDING THESE LIMITS ARE TO BE REFERRED TO THE BUYER FOR  
REVISED SHIPPING INSTRUCTIONS. USE OF MULTIPLE BILLS/SHIPMENTS TO CIRCUMVENT THESE WEIGHT  
LIMITS ARE NOT ACCEPTABLE, AND IF SO USED WILL BE FOR THE VENDOR'S ACCOUNT.

IN THE EVENT THE MATERIAL IS PURCHASED ON A PREPAY AND ADD BASIS, THE VENDOR MUST INCLUDE A  
COPY OF THE FREIGHT BILL WITH THEIR INVOICE BEFORE PAYMENT WILL BE AUTHORIZED.

INVOICE TERMS: INVOICE PAYMENT TERMS WILL BE CALCULATED FROM THE DATE RECEIVED IN OUR  
CORPORATE OFFICE UNLESS OTHERWISE INDICATED IN THE BODY OF THE PURCHASE ORDER.

COMPANY RESERVES THE RIGHT TO HAVE AN EMPLOYEE AND/OR AN APPOINTED AGENT VISIT VENDOR'S  
MANUFACTURING PLANT/ FACILITIES AND/OR SUB-VENDORS MANUFACTURING PLANT AND FACILITIES TO  
EXPEDITE OR INSPECT MATERIALS GOODS AND SERVICES COVERED BY THIS PURCHASE ORDER. SUCH  
VISITS WILL BE DURING VENDOR'S NORMAL WORKING HOURS AND SUBJECT TO ANY REASONABLE AND  
NORMAL PROCEDURES OF THE VENDOR. THESE RIGHTS SHALL BE RESERVED AND SO INDICATED ON ANY  
AND ALL ORDERS TO SUB-VENDORS.

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Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
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**Algonquin Gas Transmission, LLC**

**P.O. Number 3100026341**

Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
20		COMMISSIONING SERVICES	1	LOT	03/31/2018	0.01	0.01
COMMISSIONING SERVICES: THE VENDOR WILL PERFORM THE START UP AND COMMISSIONING OF THE GOODS PER THE MANUFACTURER'S RECOMMENDED PROCEDURE.# THE SCOPE OF THE SERVICES PROVIDED BY VENDOR INCLUDES THE REQUIRED PERSONNEL, EQUIPMENT AND TIME TO PROPERLY AND COMPLETELY COMMISSION THE GOODS. IN ACCORDANCE WITH SET SPEC ES-DOT.3. GL 1004 8500128 Project / WBS CE.000089.005.10.07							
30		COMPLETION OF FABRICATION DRAWINGS	1	EA	12/18/2015	1,416.67	1,416.67
COMPLETION OF FABRICATION DRAWINGS GL 1004 8500201 Project / WBS CE.000089.005.04.02							
40		PROGRESS PAYMENT #1 - 25%	1	EA	11/15/2016	21,564.83	21,564.83
PROGRESS PAYMENT #1: 25% OF PURCHASE ORDER AMOUNT AFTER RECEIPT OF MAJOR MATERIALS (COIL MATERIAL AND BURNER PANEL) GL 1004 8500201 Project / WBS CE.000089.005.04.02							
50		PROGRESS PAYMENT #2 - 25%	1	EA	01/13/2017	21,564.83	21,564.83
PROGRESS PAYMENT #2: 25% OF PURCHASE ORDER AMOUNT AFTER COMPLETION OF VESSEL IN WELDING SHOP (HYDROTEST OF COILS) GL 1004 8500201 Project / WBS CE.000089.005.04.02							
60		PROGRESS PAYMENT #3 - 50%	1	EA	04/07/2017	43,129.66	43,129.66
PROGRESS PAYMENT #3: BALANCE UPON COMPLETION AND FUNCTION TESTING IN SIVALL'S YARD GL 1004 8500201 Project / WBS CE.000089.005.04.02							
70		PRESSURE & TEMP. COMPENSATION	1	EA	03/01/2017	4,150.00	4,150.00
ADDING PRESSURE & TEMPERATURE COMPENSATION FEATURE FOR ROOTS METER USING MINI-MAX CORRECTORS GL 1004 8500201 Project / WBS CE.000089.005.04.02							
80		DOWNDRAFT DIVERTER	1	EA	03/01/2017	230.00	230.00
PROVIDE DOWNDRAFT DIVERTER THAT EXTENDS 32" ABOVE TOP OF STACK. DELETE RAIN CAP BUT INCLUDE CONE TYPE BIRD SCREEN GL 1004 8500201 Project / WBS CE.000089.005.04.02							
90		120VAC & 24VAC POWER	1	EA	03/01/2017	508.00	508.00
ADDING 120 VAC & 24 VAC POWER WILL BE PROVIDED FROM BMS PANEL WITH MODULES GL 1004 8500201 Project / WBS CE.000089.005.04.02							

**Algonquin Gas Transmission, LLC****P.O. Number 3100026341**

Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
100		CHANGE INLET/OUTLET FLANGES TO 900#	1	EA	03/01/2017	292.00	292.00

CHANGING THE INLET AND OUTLET FLANGES FROM 600# TO 900# AND CREATING NEW COIL DWG FOR WEYMOUTH DUE TO NEW FLANGE RATINGS & LABEL INLET/OUTLET OF COIL ON ASSEMBLY PRINT @ N/C PER SIVALLS QUOTE NO. 1705/ECN2442 DATED 3/10/16  
GL 1004 8500201 Project / WBS CE.000089.005.04.02

**Total: 92,856.00 USD**

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**  
*(United States - Issue Version: May 2018)*

1. **General.** This purchase order ("**Order**") comprises the face of the Order, these purchase order terms and conditions and such other documents incorporated by reference on the face of the Order. The "Seller", "Supplier" or "Vendor" ("**Supplier**") identified on the face of the Order agrees to sell, and the Enbridge entity identified on the face of the Order ("**Company**") agrees to buy, the goods, articles, and materials described in the Order (together with such documentation as specified on the face of the Order, collectively, "**Goods**") and services related thereto.
2. **Acceptance of the Order.** Supplier's acceptance of the Order, whether in writing or by performance, will be only upon these terms and conditions, which are incorporated into and made a part of each Order; no other terms or conditions shall be binding on Company unless: (i) conspicuously referenced on the face of the Order to which such other terms and conditions apply; and (ii) expressly agreed to by Company. Any quote, invoice, acknowledgement or other form or communication issued by Supplier in connection with the Order will be for Supplier's record and accounting purposes only and any terms and conditions referenced therein will not apply to the Order.
3. **Order Number.** Company's Order number and corresponding item line number(s) as shown on the face of the Order must appear on all invoices, correspondence, shipping documents, packages and any other documents relating to the Order.
4. **Delivery, Risk and Title.** Supplier shall deliver the Goods to the location(s) designated by Company in the order ("**Delivery Point**"). Supplier shall prepay transportation costs for delivery of the Goods to the Delivery Point, unless otherwise specified in the Order, and if so specified, the transportation charges will be included as a separate item in the invoice for the applicable Goods, and not in an additional or separate invoice. Title transfers to Company upon: (i) Company's acceptance of the Goods; or (ii) Company's payment for the Goods (in whole or in part); whichever occurs first. Risk of loss for the Goods shall transfer in accordance with the 2010 Incoterm set out on the face of this Order. Supplier warrants it will have good and transferable title to the Goods at the time of title transfer to Company, and further that title to the Goods will transfer to Company free and clear of any and all liens or encumbrances.
5. **Warranty.** Supplier warrants that the Goods, and the services related thereto, will (i) conform in all respects to the requirements of the Order; (ii) comply with the more stringent of industry or Company's standards; (iii) conform strictly to applicable specifications, drawings, samples or other description upon which the Order is based; (iv) be fit, safe and effective for their intended use and purpose, and operate as intended; and (v) be merchantable and free from defects in material, workmanship, and design. All warranties set forth in the Order will remain in effect for one (1) year from the date of Company's acceptance, or eighteen (18) months from delivery of the Goods, whichever occurs latest, or as stated on the face of the Order. All warranties will not be deemed waived by reason of Company's receipt, inspection, or by payment for the Goods. Supplier shall assign and transfer all assignable warranties it receives from its vendors and manufacturers to Company.

In the event of a breach of warranty, Supplier shall repair and/or replace the defective Goods at no cost to Company (including, without limitation, shipping costs). Goods will not be considered in breach of this warranty if a defect is caused primarily by Company's improper installation, operation or maintenance.
6. **Delay.** Supplier shall deliver the Goods on the date(s) specified in the Order, during Company's normal business hours or as otherwise instructed by Company. Timely completion and delivery is a material term of the Order. Timely delivery is delivery of Goods, which conform to requirements of the Order, to the Delivery Point on or before the agreed delivery date. If Supplier is unable to make a timely delivery, it shall notify Company of the anticipated delay as soon as it learns of same, such notice becoming effective upon receipt by Company. Supplier's notice shall state the reasons for the delay and the anticipated date of delivery. If the delay (a) is not caused in whole or in part by the negligence or intentional fault of Supplier and (b) will not contribute to a delay in Company's schedule or otherwise cause damages to Company or any entity to whom Company is providing services, then Company may, but is not obligated to, agree to extend the date of delivery, without additional liability to Supplier, to the earlier of: (i) the anticipated date of delivery stated in Supplier's notice, or (ii) ten (10) business days after the original agreed delivery date. If delivery is not accomplished before the agreed delivery date, as such may be extended by these terms, then Supplier will be liable to Company for all direct damages caused by the delay.
7. **Rejection and Acceptance of Goods.** Company may reject any Goods that do not conform to the requirements of this Order and to return non-conforming Goods to Supplier at Supplier's expense. Company's acceptance or inspection of any Goods is not a waiver of any of Company's rights hereunder, at law or otherwise. Receipt of the Goods, acknowledgement of receipt of the Goods, or payment of Supplier's invoices does not constitute acceptance of the Goods.



8. **Invoicing.** Company shall pay all invoice amounts pursuant to the payment terms on the face of the Order upon receipt of undisputed invoice(s). Company and Supplier shall work together in good faith to resolve all invoice disputes. Each of the parties shall be responsible for the payment of all taxes, duties, levies, charges and contributions for which the respective party is liable as imposed by any appropriate government or regulatory authority ("**Tax**" or "**Taxes**") in connection with the Order. Taxes imposed on Company that Supplier is required to collect shall be separately stated and identified on each invoice issued by Supplier in compliance with appropriate tax laws or regulations. Company shall provide Supplier with exemption documentation as required by the applicable governmental authority where exemption from Taxes is claimed. For further clarification, Supplier will be responsible for paying its income taxes and any other taxes of any kind in any jurisdiction that might become payable in relation to the sale of goods. Company shall bear no responsibility for any income, gross margin, franchise, capital, net worth or other type of direct tax that may inure to Supplier as a result of the Order.

9. **Liens.** Supplier shall timely pay its subcontractors and vendors, and indemnifies and defends Company from and against all claims by third-parties and liens and encumbrances on Company's property related in any way to Supplier's performance of the Order.

10. **Changes.** Company may at any time make reasonable changes in any one or more of the following: (1) drawings, plans, designs and specifications; (2) quantities; (3) delivery schedule; or (4) place, manner or time of delivery. If any such change increases or decreases the cost of the Goods to be provided or results in an extension of the shipping schedule, Supplier shall give Company written notice stating the effect of such change within ten (10) days after receipt of the change request. No claim for an increase in price or schedule extension will be recognized unless such was authorized in advance and in writing by Company.

11. **Compliance.** Supplier shall comply with all applicable federal, state and local laws and regulations that affect the Order. All deliveries to Company's premises must be carried out in a safe manner, and Supplier shall comply with, and cause all other parties acting on Supplier's behalf to comply with all safety policies, rules and warnings communicated by Company.

**12. Insurance Requirements.**

(a) Supplier shall maintain at its own expense, the insurance coverage outlined herein with licensed, reputable and reliable insurers: i) **Workers' Compensation and/or Occupational Disease** coverage that fully complies with all applicable laws where activity related to this Order is performed, where Supplier's employees reside, and in all states where Supplier is domiciled. **As applicable**, coverage shall include an alternate employer's endorsement and voluntary compensation endorsement; ii) **Employer's Liability** coverage with limits of One Million Dollars (\$1,000,000) each accident, by disease each employee, and by disease policy limit; iii) **Commercial General Liability** coverage with a limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage arising out of or relating to Supplier's activities under this Order. The policy shall include coverage for, contractual liability, cross liability, severability of interests, products and completed operations; iv) **As applicable, Commercial Auto Liability** covering all vehicles used by Supplier under this Order with a combined single limit of Two Millions Dollars (\$2,000,000) for injury or death of one or more persons or damage to or destruction of property as a result of each accident; and v) **As applicable, All Risk Property Damage** insurance on a replacement cost basis covering loss of or damage to property owned by or in the care custody and control of the Supplier. Supplier shall ensure that each insurance policy hereunder: A) with exception of 12(a) i) and v) includes Company as additional insured; B) provides a waiver of insurers' rights of subrogation in favor of Company; and C) is written to respond on a primary and non-contributory basis. Insurance shall not be canceled without thirty (30) days' prior written notice to Company.

(b) Upon execution of this Agreement, and on an annual basis thereafter until this Agreement is terminated, Supplier shall provide to Company Certificate(s) of Insurance certifying Supplier's compliance with this Order. In the event of a reduction in Supplier insurance limits during the Term which may otherwise reduce the limits of insurance required to comply with this Order, the Supplier shall promptly provide Company with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Order. Company's acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Order. "Certificate Holder" shall be: Enbridge (U.S.) Inc. and U.S. affiliates.

(c) In the event Supplier fails to comply with insurance requirements under this Order, at its sole discretion, Company may, but shall not be obligated to, obtain such insurance for Company's sole benefit as Company deems necessary to address any failure on the part of the Supplier to obtain the insurance required pursuant to this Order. Any cost thereof shall be payable by the Supplier to Company on demand and Company may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to Supplier. No liability shall attach to Company for any decision on the part of Company to forego the purchase of additional insurance under this Section 12, nor does Company's decision not to purchase additional insurance pursuant to this Section 12 constitute a waiver, release or modification of the requirements under this Order, or constitute a

statement by Company that Supplier's insurance coverage at any time during the Term hereof is in compliance with the requirements under this Order.

(d) Company will not be responsible for any premiums, deductibles, self-insured retentions or any other costs for the insurance provided by Supplier in this Order.

**13. INDEMNITY. NOTWITHSTANDING ANYTHING ELSE IN THE ORDER TO THE CONTRARY, SUPPLIER SHALL INDEMNIFY, RELEASE, HOLD HARMLESS, AND DEFEND COMPANY, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS AND SUCCESSORS IN INTEREST FROM AND AGAINST ALL CLAIMS, DISPUTES, SUITS, COMPLAINTS, LIABILITIES, DAMAGES, AND EXPENSES OF WHATEVER NATURE (including, without limitation, attorneys' fees), INCLUDING, WITHOUT LIMITATION, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY, RESULTING FROM OR IN ANY WAY CONNECTED WITH SUPPLIER'S PERFORMANCE OF THE ORDER, EXCEPT THAT THE OBLIGATIONS HEREUNDER DO NOT APPLY TO COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.**

**14. Intellectual Property Warranty and Indemnity.** Supplier warrants that the Goods and the related services do not infringe or misappropriate any letters patent, trademark or copyright or any other intellectual property rights of any third party. **Supplier shall release, indemnify, save harmless and defend Company from and against all claims, liabilities, damages, and expenses (including, without limitation, attorneys' fees) arising in favor of any person or entity and based on misappropriation of trade secrets, infringement or claim of infringement of a patent, trademark, trade name, copyright or other proprietary right in the Goods provided by Supplier, except to the extent directly caused by specifications expressly provided by Company.**

**15. Intellectual Property Ownership and License.** All ideas, concepts, drawings and similar items created by Supplier in connection with the performance of the Order shall be the property of Company and shall be immediately delivered by Supplier to Company, with all compensation to Supplier for such ideas, concepts, drawings and similar items being included in the price(s) stated in the Order. Supplier grants to Company a non-exclusive, royalty-free, transferable, irrevocable license under all foreign and domestic patents now or hereafter owned by Supplier to use (for any purpose) and sell the Goods purchased under the Order.

**16. Confidentiality.** Both Company and Supplier, on behalf of themselves and their employees, agree that any ideas, concepts, or proprietary information received from the other in connection with the performance of the Order will not be disclosed to third persons except to the extent necessary for the proper performance of the Order.

**17. Termination for Cause.** Company may terminate all or any part of the Order for: (i) Supplier's failure to make deliveries by the date(s) specified; (ii) Supplier's breach of any of the terms hereof, including, without limitation, the warranties of Supplier; (iii) change in price of the Goods; (iv) Supplier's failure to provide adequate assurance of its ability to meet quality standards; (v) Supplier's failure to make progress on any Goods so as to endanger performance of the Order; or (vi) in the event of any proceeding by or against Supplier in bankruptcy or insolvency or for the appointment of a receiver or trustee or an assignment for the benefit of creditors. Upon termination for cause, Company shall provide written notice of termination and have no further obligation to Supplier. Upon receipt of notice of termination, Supplier shall discontinue all work pertaining to the Order and use its best efforts to mitigate additional costs resulting from the termination. Supplier shall preserve and protect materials in supply, work in progress, and finished work, the disposition of which shall be as directed by Company. Supplier is not entitled to any prospective profits or damages.

**18. Termination for Convenience.** Company may terminate all or any part of the Order for convenience upon written notice to Supplier. Company shall accept and pay for materials in supply, work in progress and finished work, as well as reasonable additional costs caused by the termination. Supplier is not entitled to any prospective profits or damages. In no event will the total amount paid to Supplier under a terminated Order exceed the original value of the Order.

**19. Notice.** All notices, consents and requests hereunder must be in writing and served by personal service, by mail or by e-mail to the address of the receiving Party set forth on the face of this Order (or such different address as may be designated by such Party in a notice to the other Party, from time to time). Notices, consents and requests served by personal service shall be deemed served when delivered. Notices, consents and requests served by mail must be sent by registered mail, return receipt requested, and shall be deemed served 10 business days after mailing. Notices, consents and requests served by e-mail shall be deemed served on the date of sending, provided: (i) no incomplete or bounce-back error transmission is received by the sending Party; and (ii) if such day is not a business day or if the notice or communication is received after 5:00 PM (at the place of receipt) on any business day, the notice or communication shall be deemed to have been sent and received on the immediately following business day.

20. **Independent Contractor.** Supplier is an independent contractor in all respects pertaining to its performance of the Order.

21. **Waiver.** Waiver by Company of any provision hereof shall not constitute a continuing waiver or a waiver of any other provision, nor shall it affect in any manner any right or remedy to which Company is entitled for any breach or default by Supplier, whether or not similar.

22. **Remedies Cumulative.** All rights and remedies reserved under the Order and these Terms shall be cumulative and in addition to any further rights and remedies provided in law or equity.

23. **Assignment.** Supplier shall not assign or transfer any right or obligation under the Order without Company's prior written consent.

24. **Venue, Choice of Law and Jury Trial Waiver.** The Order shall be governed by and construed in accordance with the laws of Texas, without reference to its conflict of laws rules or principles. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts of Texas seated in Harris County for the interpretation and enforcement of this Order, and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of either party. A final judgment on any such dispute, as to which all appeals, if any, have been exhausted, shall be conclusive and may be enforced in other jurisdictions in any manner provided by law. EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS ORDER.

25. **Set Off.** Company may set-off and deduct from any amounts payable to Supplier any amounts owing by Supplier to Company pursuant to this Order or any other agreement between Supplier and Company. The failure by Company to set-off or deduct any amount from an invoiced payment will not constitute a waiver of Company's right to set-off, deduct or collect such amount.

26. **Severability.** If any provision of this Agreement is finally determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.

27. **Survival.** The provisions of this Order which are intended to extend beyond its termination, including the liability, indemnity, compliance, warranty, intellectual property and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Order, will survive termination to the extent necessary to effect the intent of the parties and enforce such rights and obligations.

28. **Audit.** Company and its authorized representatives shall have the right to audit all costs and records of Supplier (and any subcontractors retained by Supplier) related solely to performance of this Order, upon fifteen (15) days' written notice to Supplier (or subcontractor), including access to Supplier's (and subcontractor's) books, records and documentation supporting all billed amounts. This right to audit shall remain in effect for a period of one year from the date the Goods are accepted by Company. Company through its employees or agents shall have reasonable access to Supplier's facilities and during normal business hours at all times to observe and inspect the fabrication, manufacturing, assembly, coating, testing, loading, transportation and stockpiling of the Goods. Supplier will respond to such information requests as Company may reasonably request in connection with such inspection and observation. Each party agrees, while at the other's facilities, to comply with all applicable federal, state and local laws and to observe such safety rules as that party may prescribe for the protection of personnel and property.

29. **Interpretation.** Headings used herein are for the convenience of reference only and shall not be considered in construing or interpreting this Agreement. The words "herein", "hereunder", "hereof" and other similar words refer to this Order as a whole and not to any particular paragraph or part of the Order. "Includes", "including" and similar terms shall mean "including (or includes, as applicable) without limitation".

30. **Counterparts.** This Order, and any amendment, supplement or schedule to this Order, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of counterparts of a document of this Order may be provided by fax or other electronic means, including email delivery.

**[END OF TERMS AND CONDITIONS]**

# **EXHIBIT 6B**



Buyer: MICHAEL CRAYMER  
Phone: 713-627-4841  
Email: Michael.Craymer@enbridge.com

**Bill To:** Algonquin Gas Transmission, LLC  
APUSinvoices@spectraenergy.com  
**OR**  
P.O. Box 2549  
Detroit, MI 48202-2549

## PURCHASE ORDER (PO)

<b>Vendor:</b>	<b>Vendor No. 9000000338</b>
PUFFER SWEIVEN LP 4230 GREENBRIAR DRIVE STAFFORD TX 77477-2000 Phone: 281-240-2000 Fax: 281-274-6419 Attention:	

### General Information

**P.O. Number** : 3100038392  
**Rev. No.** : 5  
**Date** : 05/18/2017  
**Currency Code** : USD  
**Payment Terms** : Net 45 Days  
**Ship Date** : 07/24/2017  
**Shipping Terms** : FOB ORIGIN

P.O.Number and Line number must mirror the PO on your invoice  
and must be referenced on all invoices and related correspondence.

**Ship To:** ALGONQUIN GAS TRANSMISSION LLC  
  
1600 WASHINGTON STREET  
HOLLISTON MA 01746

**Attention:**

E\_CE.000089.005\_AB WEYMOUTH\_KW\_M21

FREIGHT COLLECT - CONTACTS FOR ROUTING INSTRUCTIONS:  
TATIANA PARIS AT 713-627-5052 TATIANA.PARIS@ENBRIDGE.COM

EXPEDITE ONLY NO INSPECTION REQUIRED BY QAE

General Notes

DESCRIPTION: MAINE TAXABLE

Notes:

TAX NOTE: THE COMMODITY(S) PURCHASED UNDER THIS PURCHASE ORDER IS/ARE TAXABLE AND ARE TO BE USED IN THE STATE OF MAINE. PLEASE INVOICE APPLICABLE MAINE STATE TAX IF YOU ARE REGISTERED TO COLLECT SALES TAX IN MAINE.

IF TAX IS BILLED INCORRECTLY THE ENTIRE TAX AMOUNT WILL BE DELETED FROM THE INVOICE AND TAX WILL BE ACCRUED. WHEN TAX IS DELETED FROM AN INVOICE, A NOTE WILL BE PLACED ON THE CHECK STUB STATING "TAX DELETED REFER TO PURCHASE ORDER". NO ADDITIONAL CONTACT WILL BE MADE WITH THE SUPPLIERS.

SHIPPING POINT:ORIGIN

THIS ORDER CONFIRMS ORDER 3100038392  
PLACED ON MAY 18, 2017  
TO LINDSAY LAFLEY  
BY MICHAEL CRAYMER.

ROUTING INSTRUCTIONS ARE AN INTEGRAL PART OF THIS PURCHASE ORDER. FAILURE TO COMPLY WITH THESE INSTRUCTIONS IN ANY MANNER WITHOUT PRIOR APPROVAL OF SPECTRA ENERGY MATERIALS MANAGEMENT/TRAFFIC DIVISION WILL BE CONSTRUED AS A DIRECT VIOLATION OF THIS CONTRACT. IN THE EVENT ROUTING INSTRUCTIONS CANNOT OR SHOULD NOT BE EXECUTED AS INSTRUCTED IN THIS

**Algonquin Gas Transmission, LLC**

**P.O. Number 3100038392**

PURCHASE ORDER, VENDOR IS INSTRUCTED TO CONTACT THE BUYER OR SPECTRA ENERGY TRAFFIC FOR REVISED ROUTING INSTRUCTIONS. FAILURE TO COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN FREIGHT CHARGES BEING FOR VENDOR'S ACCOUNT.

GUIDELINES FOR WOOD PACKING MATERIALS U.S., CANADA AND MEXICO ARE STRICTLY ENFORCING INTERNATIONAL STANDARDS FOR PHYTO-SANITARY MEASURES PUBLICATION NO. 15 (ISPM 15). WOOD PACKING FOR ALL SHIPMENTS THAT REQUIRE CUSTOMS CLEARANCE, INCLUDING SKIDS, CRATES AND PIPE DUNNAGE MUST BE TREATED TO THE ISPM 15 STANDARD AND IS REQUIRED TO BEAR THE UNIQUE CERTIFICATION STAMP. SELLER WILL BE RESPONSIBLE TO INSURE ALL GOODS SHIPPED MEET ISPM STANDARDS.

NOTE: SHIPMENTS ROUTED VIA FEDEX OR U.P.S. ARE NOT TO EXCEED 125 LBS AND 100 LBS RESPECTIVELY FOR THE TOTAL SHIPMENT. WEIGHTS EXCEEDING THESE LIMITS ARE TO BE REFERRED TO THE BUYER FOR REVISED SHIPPING INSTRUCTIONS. USE OF MULTIPLE BILLS/SHIPMENTS TO CIRCUMVENT THESE WEIGHT LIMITS ARE NOT ACCEPTABLE, AND IF SO USED WILL BE FOR THE VENDOR'S ACCOUNT.

IN THE EVENT THE MATERIAL IS PURCHASED ON A PREPAY AND ADD BASIS, THE VENDOR MUST INCLUDE A COPY OF THE FREIGHT BILL WITH THEIR INVOICE BEFORE PAYMENT WILL BE AUTHORIZED.

INVOICE TERMS: INVOICE PAYMENT TERMS WILL BE CALCULATED FROM THE DATE RECEIVED IN OUR CORPORATE OFFICE UNLESS OTHERWISE INDICATED IN THE BODY OF THE PURCHASE ORDER.

COMPANY RESERVES THE RIGHT TO HAVE AN EMPLOYEE AND/OR AN APPOINTED AGENT VISIT VENDOR'S MANUFACTURING PLANT/ FACILITIES AND/OR SUB-VENDORS MANUFACTURING PLANT AND FACILITIES TO EXPEDITE OR INSPECT MATERIALS GOODS AND SERVICES COVERED BY THIS PURCHASE ORDER. SUCH VISITS WILL BE DURING VENDOR'S NORMAL WORKING HOURS AND SUBJECT TO ANY REASONABLE AND NORMAL PROCEDURES OF THE VENDOR. THESE RIGHTS SHALL BE RESERVED AND SO INDICATED ON ANY AND ALL ORDERS TO SUB-VENDORS.

Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
10		VALVE, REGULATOR, PILOT OPERATED, 2" A	2	EA	07/24/2017	7,166.90	14,333.80
VALVE, REGULATOR, PILOT OPERATED, 2" ANSI 600# R/F INLET AND OUTLET, WCCSTEEL BODY, NITRILE DIAPHRAGM, DISC MATERIAL AND O-RING, FISHER MODELEZHZH, FAIL CLOSED PRESSURE REDUCER SET @ 340 PSIG, TAG: PCV-921-A1, PCV-921-B1, DRAWING: WEYM-P-1128 (MARK NO. 27, QNT. 2) BOM TAG: FG062 GL 1004 8500201 Project / WBS CE.000089.005.06.03							
20		VALVE, REGULATOR, PILOT OPERATED, 2" A	1	EA	07/24/2017	7,929.84	7,929.84
VALVE, REGULATOR, PILOT OPERATED, 2" ANSI 600# R/F INLET AND OUTLET, WCCSTEEL BODY, NITRILE DIAPHRAGM, DISC MATERIAL AND O-RING, FISHER MODELEZHSO, FAIL OPEN PRESSURE REDUCER SET @ 350 PSIG, TAG: PCV-922-A1, DRAWING: WEYM-P-1128 (MARK NO. 29, QNT. 1) BOM TAG: FG063							



# Algonquin Gas Transmission, LLC

P.O. Number 3100038392

Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
GL 1004 8500201 Project / WBS CE.000089.005.06.03							
30		VALVE, REGULATOR, PILOT OPERATED, 2" A	1	EA	07/24/2017	7,929.84	7,929.84
VALVE, REGULATOR, PILOT OPERATED, 2" ANSI 600# R/F INLET AND OUTLET, WCCSTEEL BODY, NITRILE DIAPHRAGM, DISC MATERIAL AND O-RING, FISHER MODELEZHSO, FAIL OPEN PRESSURE REDUCER SET @ 360 PSIG, TAG: PCV-922-B1, DRAWING: WEYM-P-1128 (MARK NO. 28, QNT. 1) BOM TAG: FG064							
GL 1004 8500201 Project / WBS CE.000089.005.06.03							
40		VALVE, REGULATOR, PILOT OPERATED, 2" A	2	EA	07/24/2017	11,333.84	22,667.68
VALVE, REGULATOR, PILOT OPERATED, 2" ANSI 600# R/F INLET AND OUTLET, WCCSTEEL BODY, NITRILE DIAPHRAGM, DISC MATERIAL AND O-RING, FISHER MODELEZHSO, FAIL OPEN PRESSURE REDUCER SET @ 45 PSIG, TAG: PCV-932-A1, PCV-932-B1, DRAWING: WEYM-P-0013 (MARK NO. 7, QNT. 2) BOM TAG: GL056							
GL 1004 8500201 Project / WBS CE.000089.005.06.03							
50		VALVE, REGULATOR, PILOT OPERATED, 2" A	2	EA	07/24/2017	10,642.68	21,285.36
VALVE, REGULATOR, PILOT OPERATED, 2" ANSI 600# R/F INLET AND OUTLET, WCCSTEEL BODY, NITRILE DIAPHRAGM, DISC MATERIAL AND O-RING, FISHER MODELEZHSO, FAIL CLOSED PRESSURE REDUCER SET @ 40 PSIG, TAG: PCV-931-A1, PCV-931-B1, DRAWING: WEYM-P-0013 (MARK NO. 6, QNT. 2) BOM TAG: GL057							
GL 1004 8500201 Project / WBS CE.000089.005.06.03							
Total:						74,146.52 USD	

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**  
*(United States - Issue Version: May 2018)*

1. **General.** This purchase order ("**Order**") comprises the face of the Order, these purchase order terms and conditions and such other documents incorporated by reference on the face of the Order. The "Seller", "Supplier" or "Vendor" ("**Supplier**") identified on the face of the Order agrees to sell, and the Enbridge entity identified on the face of the Order ("**Company**") agrees to buy, the goods, articles, and materials described in the Order (together with such documentation as specified on the face of the Order, collectively, "**Goods**") and services related thereto.
  2. **Acceptance of the Order.** Supplier's acceptance of the Order, whether in writing or by performance, will be only upon these terms and conditions, which are incorporated into and made a part of each Order; no other terms or conditions shall be binding on Company unless: (i) conspicuously referenced on the face of the Order to which such other terms and conditions apply; and (ii) expressly agreed to by Company. Any quote, invoice, acknowledgement or other form or communication issued by Supplier in connection with the Order will be for Supplier's record and accounting purposes only and any terms and conditions referenced therein will not apply to the Order.
  3. **Order Number.** Company's Order number and corresponding item line number(s) as shown on the face of the Order must appear on all invoices, correspondence, shipping documents, packages and any other documents relating to the Order.
  4. **Delivery, Risk and Title.** Supplier shall deliver the Goods to the location(s) designated by Company in the order ("**Delivery Point**"). Supplier shall prepay transportation costs for delivery of the Goods to the Delivery Point, unless otherwise specified in the Order, and if so specified, the transportation charges will be included as a separate item in the invoice for the applicable Goods, and not in an additional or separate invoice. Title transfers to Company upon: (i) Company's acceptance of the Goods; or (ii) Company's payment for the Goods (in whole or in part); whichever occurs first. Risk of loss for the Goods shall transfer in accordance with the 2010 Incoterm set out on the face of this Order. Supplier warrants it will have good and transferable title to the Goods at the time of title transfer to Company, and further that title to the Goods will transfer to Company free and clear of any and all liens or encumbrances.
  5. **Warranty.** Supplier warrants that the Goods, and the services related thereto, will (i) conform in all respects to the requirements of the Order; (ii) comply with the more stringent of industry or Company's standards; (iii) conform strictly to applicable specifications, drawings, samples or other description upon which the Order is based; (iv) be fit, safe and effective for their intended use and purpose, and operate as intended; and (v) be merchantable and free from defects in material, workmanship, and design. All warranties set forth in the Order will remain in effect for one (1) year from the date of Company's acceptance, or eighteen (18) months from delivery of the Goods, whichever occurs latest, or as stated on the face of the Order. All warranties will not be deemed waived by reason of Company's receipt, inspection, or by payment for the Goods. Supplier shall assign and transfer all assignable warranties it receives from its vendors and manufacturers to Company.
- In the event of a breach of warranty, Supplier shall repair and/or replace the defective Goods at no cost to Company (including, without limitation, shipping costs). Goods will not be considered in breach of this warranty if a defect is caused primarily by Company's improper installation, operation or maintenance.
6. **Delay.** Supplier shall deliver the Goods on the date(s) specified in the Order, during Company's normal business hours or as otherwise instructed by Company. Timely completion and delivery is a material term of the Order. Timely delivery is delivery of Goods, which conform to requirements of the Order, to the Delivery Point on or before the agreed delivery date. If Supplier is unable to make a timely delivery, it shall notify Company of the anticipated delay as soon as it learns of same, such notice becoming effective upon receipt by Company. Supplier's notice shall state the reasons for the delay and the anticipated date of delivery. If the delay (a) is not caused in whole or in part by the negligence or intentional fault of Supplier and (b) will not contribute to a delay in Company's schedule or otherwise cause damages to Company or any entity to whom Company is providing services, then Company may, but is not obligated to, agree to extend the date of delivery, without additional liability to Supplier, to the earlier of: (i) the anticipated date of delivery stated in Supplier's notice, or (ii) ten (10) business days after the original agreed delivery date. If delivery is not accomplished before the agreed delivery date, as such may be extended by these terms, then Supplier will be liable to Company for all direct damages caused by the delay.
  7. **Rejection and Acceptance of Goods.** Company may reject any Goods that do not conform to the requirements of this Order and to return non-conforming Goods to Supplier at Supplier's expense. Company's acceptance or inspection of any Goods is not a waiver of any of Company's rights hereunder, at law or otherwise. Receipt of the Goods, acknowledgement of receipt of the Goods, or payment of Supplier's invoices does not constitute acceptance of the Goods.



8. **Invoicing.** Company shall pay all invoice amounts pursuant to the payment terms on the face of the Order upon receipt of undisputed invoice(s). Company and Supplier shall work together in good faith to resolve all invoice disputes. Each of the parties shall be responsible for the payment of all taxes, duties, levies, charges and contributions for which the respective party is liable as imposed by any appropriate government or regulatory authority ("**Tax**" or "**Taxes**") in connection with the Order. Taxes imposed on Company that Supplier is required to collect shall be separately stated and identified on each invoice issued by Supplier in compliance with appropriate tax laws or regulations. Company shall provide Supplier with exemption documentation as required by the applicable governmental authority where exemption from Taxes is claimed. For further clarification, Supplier will be responsible for paying its income taxes and any other taxes of any kind in any jurisdiction that might become payable in relation to the sale of goods. Company shall bear no responsibility for any income, gross margin, franchise, capital, net worth or other type of direct tax that may inure to Supplier as a result of the Order.

9. **Liens.** Supplier shall timely pay its subcontractors and vendors, and indemnifies and defends Company from and against all claims by third-parties and liens and encumbrances on Company's property related in any way to Supplier's performance of the Order.

10. **Changes.** Company may at any time make reasonable changes in any one or more of the following: (1) drawings, plans, designs and specifications; (2) quantities; (3) delivery schedule; or (4) place, manner or time of delivery. If any such change increases or decreases the cost of the Goods to be provided or results in an extension of the shipping schedule, Supplier shall give Company written notice stating the effect of such change within ten (10) days after receipt of the change request. No claim for an increase in price or schedule extension will be recognized unless such was authorized in advance and in writing by Company.

11. **Compliance.** Supplier shall comply with all applicable federal, state and local laws and regulations that affect the Order. All deliveries to Company's premises must be carried out in a safe manner, and Supplier shall comply with, and cause all other parties acting on Supplier's behalf to comply with all safety policies, rules and warnings communicated by Company.

**12. Insurance Requirements.**

(a) Supplier shall maintain at its own expense, the insurance coverage outlined herein with licensed, reputable and reliable insurers: i) **Workers' Compensation and/or Occupational Disease** coverage that fully complies with all applicable laws where activity related to this Order is performed, where Supplier's employees reside, and in all states where Supplier is domiciled. **As applicable**, coverage shall include an alternate employer's endorsement and voluntary compensation endorsement; ii) **Employer's Liability** coverage with limits of One Million Dollars (\$1,000,000) each accident, by disease each employee, and by disease policy limit; iii) **Commercial General Liability** coverage with a limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage arising out of or relating to Supplier's activities under this Order. The policy shall include coverage for, contractual liability, cross liability, severability of interests, products and completed operations; iv) **As applicable, Commercial Auto Liability** covering all vehicles used by Supplier under this Order with a combined single limit of Two Millions Dollars (\$2,000,000) for injury or death of one or more persons or damage to or destruction of property as a result of each accident; and v) **As applicable, All Risk Property Damage** insurance on a replacement cost basis covering loss of or damage to property owned by or in the care custody and control of the Supplier. Supplier shall ensure that each insurance policy hereunder: A) with exception of 12(a) i) and v) includes Company as additional insured; B) provides a waiver of insurers' rights of subrogation in favor of Company; and C) is written to respond on a primary and non-contributory basis. Insurance shall not be canceled without thirty (30) days' prior written notice to Company.

(b) Upon execution of this Agreement, and on an annual basis thereafter until this Agreement is terminated, Supplier shall provide to Company Certificate(s) of Insurance certifying Supplier's compliance with this Order. In the event of a reduction in Supplier insurance limits during the Term which may otherwise reduce the limits of insurance required to comply with this Order, the Supplier shall promptly provide Company with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Order. Company's acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Order. "Certificate Holder" shall be: Enbridge (U.S.) Inc. and U.S. affiliates.

(c) In the event Supplier fails to comply with insurance requirements under this Order, at its sole discretion, Company may, but shall not be obligated to, obtain such insurance for Company's sole benefit as Company deems necessary to address any failure on the part of the Supplier to obtain the insurance required pursuant to this Order. Any cost thereof shall be payable by the Supplier to Company on demand and Company may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to Supplier. No liability shall attach to Company for any decision on the part of Company to forego the purchase of additional insurance under this Section 12, nor does Company's decision not to purchase additional insurance pursuant to this Section 12 constitute a waiver, release or modification of the requirements under this Order, or constitute a

statement by Company that Supplier's insurance coverage at any time during the Term hereof is in compliance with the requirements under this Order.

(d) Company will not be responsible for any premiums, deductibles, self-insured retentions or any other costs for the insurance provided by Supplier in this Order.

**13. INDEMNITY. NOTWITHSTANDING ANYTHING ELSE IN THE ORDER TO THE CONTRARY, SUPPLIER SHALL INDEMNIFY, RELEASE, HOLD HARMLESS, AND DEFEND COMPANY, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS AND SUCCESSORS IN INTEREST FROM AND AGAINST ALL CLAIMS, DISPUTES, SUITS, COMPLAINTS, LIABILITIES, DAMAGES, AND EXPENSES OF WHATEVER NATURE (including, without limitation, attorneys' fees), INCLUDING, WITHOUT LIMITATION, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY, RESULTING FROM OR IN ANY WAY CONNECTED WITH SUPPLIER'S PERFORMANCE OF THE ORDER, EXCEPT THAT THE OBLIGATIONS HEREUNDER DO NOT APPLY TO COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.**

**14. Intellectual Property Warranty and Indemnity.** Supplier warrants that the Goods and the related services do not infringe or misappropriate any letters patent, trademark or copyright or any other intellectual property rights of any third party. **Supplier shall release, indemnify, save harmless and defend Company from and against all claims, liabilities, damages, and expenses (including, without limitation, attorneys' fees) arising in favor of any person or entity and based on misappropriation of trade secrets, infringement or claim of infringement of a patent, trademark, trade name, copyright or other proprietary right in the Goods provided by Supplier, except to the extent directly caused by specifications expressly provided by Company.**

**15. Intellectual Property Ownership and License.** All ideas, concepts, drawings and similar items created by Supplier in connection with the performance of the Order shall be the property of Company and shall be immediately delivered by Supplier to Company, with all compensation to Supplier for such ideas, concepts, drawings and similar items being included in the price(s) stated in the Order. Supplier grants to Company a non-exclusive, royalty-free, transferable, irrevocable license under all foreign and domestic patents now or hereafter owned by Supplier to use (for any purpose) and sell the Goods purchased under the Order.

**16. Confidentiality.** Both Company and Supplier, on behalf of themselves and their employees, agree that any ideas, concepts, or proprietary information received from the other in connection with the performance of the Order will not be disclosed to third persons except to the extent necessary for the proper performance of the Order.

**17. Termination for Cause.** Company may terminate all or any part of the Order for: (i) Supplier's failure to make deliveries by the date(s) specified; (ii) Supplier's breach of any of the terms hereof, including, without limitation, the warranties of Supplier; (iii) change in price of the Goods; (iv) Supplier's failure to provide adequate assurance of its ability to meet quality standards; (v) Supplier's failure to make progress on any Goods so as to endanger performance of the Order; or (vi) in the event of any proceeding by or against Supplier in bankruptcy or insolvency or for the appointment of a receiver or trustee or an assignment for the benefit of creditors. Upon termination for cause, Company shall provide written notice of termination and have no further obligation to Supplier. Upon receipt of notice of termination, Supplier shall discontinue all work pertaining to the Order and use its best efforts to mitigate additional costs resulting from the termination. Supplier shall preserve and protect materials in supply, work in progress, and finished work, the disposition of which shall be as directed by Company. Supplier is not entitled to any prospective profits or damages.

**18. Termination for Convenience.** Company may terminate all or any part of the Order for convenience upon written notice to Supplier. Company shall accept and pay for materials in supply, work in progress and finished work, as well as reasonable additional costs caused by the termination. Supplier is not entitled to any prospective profits or damages. In no event will the total amount paid to Supplier under a terminated Order exceed the original value of the Order.

**19. Notice.** All notices, consents and requests hereunder must be in writing and served by personal service, by mail or by e-mail to the address of the receiving Party set forth on the face of this Order (or such different address as may be designated by such Party in a notice to the other Party, from time to time). Notices, consents and requests served by personal service shall be deemed served when delivered. Notices, consents and requests served by mail must be sent by registered mail, return receipt requested, and shall be deemed served 10 business days after mailing. Notices, consents and requests served by e-mail shall be deemed served on the date of sending, provided: (i) no incomplete or bounce-back error transmission is received by the sending Party; and (ii) if such day is not a business day or if the notice or communication is received after 5:00 PM (at the place of receipt) on any business day, the notice or communication shall be deemed to have been sent and received on the immediately following business day.

20. **Independent Contractor.** Supplier is an independent contractor in all respects pertaining to its performance of the Order.

21. **Waiver.** Waiver by Company of any provision hereof shall not constitute a continuing waiver or a waiver of any other provision, nor shall it affect in any manner any right or remedy to which Company is entitled for any breach or default by Supplier, whether or not similar.

22. **Remedies Cumulative.** All rights and remedies reserved under the Order and these Terms shall be cumulative and in addition to any further rights and remedies provided in law or equity.

23. **Assignment.** Supplier shall not assign or transfer any right or obligation under the Order without Company's prior written consent.

24. **Venue, Choice of Law and Jury Trial Waiver.** The Order shall be governed by and construed in accordance with the laws of Texas, without reference to its conflict of laws rules or principles. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts of Texas seated in Harris County for the interpretation and enforcement of this Order, and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of either party. A final judgment on any such dispute, as to which all appeals, if any, have been exhausted, shall be conclusive and may be enforced in other jurisdictions in any manner provided by law. EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS ORDER.

25. **Set Off.** Company may set-off and deduct from any amounts payable to Supplier any amounts owing by Supplier to Company pursuant to this Order or any other agreement between Supplier and Company. The failure by Company to set-off or deduct any amount from an invoiced payment will not constitute a waiver of Company's right to set-off, deduct or collect such amount.

26. **Severability.** If any provision of this Agreement is finally determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.

27. **Survival.** The provisions of this Order which are intended to extend beyond its termination, including the liability, indemnity, compliance, warranty, intellectual property and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Order, will survive termination to the extent necessary to effect the intent of the parties and enforce such rights and obligations.

28. **Audit.** Company and its authorized representatives shall have the right to audit all costs and records of Supplier (and any subcontractors retained by Supplier) related solely to performance of this Order, upon fifteen (15) days' written notice to Supplier (or subcontractor), including access to Supplier's (and subcontractor's) books, records and documentation supporting all billed amounts. This right to audit shall remain in effect for a period of one year from the date the Goods are accepted by Company. Company through its employees or agents shall have reasonable access to Supplier's facilities and during normal business hours at all times to observe and inspect the fabrication, manufacturing, assembly, coating, testing, loading, transportation and stockpiling of the Goods. Supplier will respond to such information requests as Company may reasonably request in connection with such inspection and observation. Each party agrees, while at the other's facilities, to comply with all applicable federal, state and local laws and to observe such safety rules as that party may prescribe for the protection of personnel and property.

29. **Interpretation.** Headings used herein are for the convenience of reference only and shall not be considered in construing or interpreting this Agreement. The words "herein", "hereunder", "hereof" and other similar words refer to this Order as a whole and not to any particular paragraph or part of the Order. "Includes", "including" and similar terms shall mean "including (or includes, as applicable) without limitation".

30. **Counterparts.** This Order, and any amendment, supplement or schedule to this Order, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of counterparts of a document of this Order may be provided by fax or other electronic means, including email delivery.

**[END OF TERMS AND CONDITIONS]**

# **EXHIBIT 6C**



Buyer: RICKY FLORES  
Phone: 713-627-4340  
Email: Ricardo.Flores@enbridge.com

**Bill To:** Algonquin Gas Transmission, LLC  
APUSinvoices@spectraenergy.com  
**OR**  
P.O. Box 2549  
Detroit, MI 48202-2549

## PURCHASE ORDER (PO)

<b>Vendor:</b>	<b>Vendor No. 9000000300</b>
PECOFACET USA 8400 N. SAM HOUSTON PKWY WEST HOUSTON TX 77064-3461 Phone: Fax: Attention:	

### General Information

**P.O. Number** : 3100038012  
**Rev. No.** : 3  
**Date** : 05/01/2017  
**Currency Code** : USD  
**Payment Terms** : Net 30 Days  
**Ship Date** : See below  
**Shipping Terms** : FOB ORIGIN

P.O.Number and Line number must mirror the PO on your invoice  
and must be referenced on all invoices and related correspondence.

**Ship To:** ALGONQUIN GAS TRANSMISSION, LLC  
  
1600 WASHINGTON STREET  
HOLLISTON MA 01746

**Attention:**

E\_CE.000089.005\_AB WEYMOUTH\_KW\_M33, ATLANTIC BRIDGE-WEYMOUTH

\*\*\*\*\*

### SHIPPING INSTRUCTIONS:

### FREIGHT COLLECT- CONTACTS FOR ROUTING INSTRUCTIONS:

TATIANA PARIS 713-627-5052 TATIANA.PARIS@ENBRIDGE.COM  
LANNIE MILLS 713-627-5827 LANIE.MILLS@ENBRIDGE.COM

\*\*\*\*\*

PLEASE PROVIDE ANY OTHER ASSOCIATED BROCHURES, DRAWINGS, MSDS, CDS, MATERIAL TEST  
REPORTS, OR ANY OTHER DOCUMENTATION WHICH PERTAINS TO THESE ITEMS.

\*\*\*\*\*

### General Notes

DESCRIPTION: MASSACHUSETTS EXEMPT AGT

### Notes:

TAX NOTE: THE COMMODITY(S) PURCHASED UNDER THIS PURCHASE ORDER IS/ARE TAX EXEMPT IN THE  
STATE OF MASSACHUSETTS. DO NOT INVOICE SALES TAX.

THIS ORDER CONFIRMS ORDER NO. 3100038012

PLACED ON MAY 02, 2017  
TO COLLEEN HORD @ COLHOR@PECOFACET.COM

BY RICK FLORES

ROUTING INSTRUCTIONS ARE AN INTEGRAL PART OF THIS PURCHASE ORDER. FAILURE TO COMPLY WITH THESE INSTRUCTIONS IN ANY MANNER WITHOUT PRIOR APPROVAL OF SPECTRA ENERGY MATERIALS MANAGEMENT/TRAFFIC DIVISION WILL BE CONSTRUED AS A DIRECT VIOLATION OF THIS CONTRACT. IN THE EVENT ROUTING INSTRUCTIONS CANNOT OR SHOULD NOT BE EXECUTED AS INSTRUCTED IN THIS PURCHASE ORDER, VENDOR IS INSTRUCTED TO CONTACT THE BUYER OR SPECTRA ENERGY TRAFFIC FOR REVISED ROUTING INSTRUCTIONS. FAILURE TO COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN FREIGHT CHARGES BEING FOR VENDOR'S ACCOUNT.

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Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
10		FILTER, DRY GAS, 3" ANSI 600#, RF, PEC	1	EA	07/12/2017	5,270.00	5,270.00

FILTER, DRY GAS, 3" ANSI 600#, RF, PECO FACET MODEL 30F-1-559-8-1480-3 CARBON STEEL BODY WITH 10 MICRON FILTER, 1" DRAIN CONNECTION, 1440 PSIG OPERATING PRESSURE, 2 PSID @ 84,000 SCFH,

DRAWING: WEYM-P-1151 (MARK NO.3, QNT. 1)

BOM TAG: FG004

MTR'S REQUIRED

GL 1004 8500201 Project / WBS CE.000089.005.04.07

**Algonquin Gas Transmission, LLC****P.O. Number 3100038012**

Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
20		FILTER, DRY GAS, 2" ANSI 150#, RF, PEC	1	EA	05/15/2017	2,615.00	2,615.00

FILTER, DRY GAS, 2" ANSI 150#, RF, PECO FACET MODEL 30-2-150 CARBON STEEL BODY WITH 10 MICRON  
FILTER, 1" DRAIN CONNECTION, 75 PSIG OPERATING PRESSURE, 2 PSID @ 10,000 SCFH,

DRAWING: WEYM-P-0131 (MARK NO.3, QNT. 1)

BOM TAG: GL007

MTR'S REQUIRED

GL 1004 8500201 Project / WBS CE.000089.005.04.07

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**Total: 7,885.00 USD**



**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**  
*(United States - Issue Version: May 2018)*

1. **General.** This purchase order ("Order") comprises the face of the Order, these purchase order terms and conditions and such other documents incorporated by reference on the face of the Order. The "Seller", "Supplier" or "Vendor" ("**Supplier**") identified on the face of the Order agrees to sell, and the Enbridge entity identified on the face of the Order ("**Company**") agrees to buy, the goods, articles, and materials described in the Order (together with such documentation as specified on the face of the Order, collectively, "**Goods**") and services related thereto.
2. **Acceptance of the Order.** Supplier's acceptance of the Order, whether in writing or by performance, will be only upon these terms and conditions, which are incorporated into and made a part of each Order; no other terms or conditions shall be binding on Company unless: (i) conspicuously referenced on the face of the Order to which such other terms and conditions apply; and (ii) expressly agreed to by Company. Any quote, invoice, acknowledgement or other form or communication issued by Supplier in connection with the Order will be for Supplier's record and accounting purposes only and any terms and conditions referenced therein will not apply to the Order.
3. **Order Number.** Company's Order number and corresponding item line number(s) as shown on the face of the Order must appear on all invoices, correspondence, shipping documents, packages and any other documents relating to the Order.
4. **Delivery, Risk and Title.** Supplier shall deliver the Goods to the location(s) designated by Company in the order ("**Delivery Point**"). Supplier shall prepay transportation costs for delivery of the Goods to the Delivery Point, unless otherwise specified in the Order, and if so specified, the transportation charges will be included as a separate item in the invoice for the applicable Goods, and not in an additional or separate invoice. Title transfers to Company upon: (i) Company's acceptance of the Goods; or (ii) Company's payment for the Goods (in whole or in part); whichever occurs first. Risk of loss for the Goods shall transfer in accordance with the 2010 Incoterm set out on the face of this Order. Supplier warrants it will have good and transferable title to the Goods at the time of title transfer to Company, and further that title to the Goods will transfer to Company free and clear of any and all liens or encumbrances.
5. **Warranty.** Supplier warrants that the Goods, and the services related thereto, will (i) conform in all respects to the requirements of the Order; (ii) comply with the more stringent of industry or Company's standards; (iii) conform strictly to applicable specifications, drawings, samples or other description upon which the Order is based; (iv) be fit, safe and effective for their intended use and purpose, and operate as intended; and (v) be merchantable and free from defects in material, workmanship, and design. All warranties set forth in the Order will remain in effect for one (1) year from the date of Company's acceptance, or eighteen (18) months from delivery of the Goods, whichever occurs latest, or as stated on the face of the Order. All warranties will not be deemed waived by reason of Company's receipt, inspection, or by payment for the Goods. Supplier shall assign and transfer all assignable warranties it receives from its vendors and manufacturers to Company.

In the event of a breach of warranty, Supplier shall repair and/or replace the defective Goods at no cost to Company (including, without limitation, shipping costs). Goods will not be considered in breach of this warranty if a defect is caused primarily by Company's improper installation, operation or maintenance.
6. **Delay.** Supplier shall deliver the Goods on the date(s) specified in the Order, during Company's normal business hours or as otherwise instructed by Company. Timely completion and delivery is a material term of the Order. Timely delivery is delivery of Goods, which conform to requirements of the Order, to the Delivery Point on or before the agreed delivery date. If Supplier is unable to make a timely delivery, it shall notify Company of the anticipated delay as soon as it learns of same, such notice becoming effective upon receipt by Company. Supplier's notice shall state the reasons for the delay and the anticipated date of delivery. If the delay (a) is not caused in whole or in part by the negligence or intentional fault of Supplier and (b) will not contribute to a delay in Company's schedule or otherwise cause damages to Company or any entity to whom Company is providing services, then Company may, but is not obligated to, agree to extend the date of delivery, without additional liability to Supplier, to the earlier of: (i) the anticipated date of delivery stated in Supplier's notice, or (ii) ten (10) business days after the original agreed delivery date. If delivery is not accomplished before the agreed delivery date, as such may be extended by these terms, then Supplier will be liable to Company for all direct damages caused by the delay.
7. **Rejection and Acceptance of Goods.** Company may reject any Goods that do not conform to the requirements of this Order and to return non-conforming Goods to Supplier at Supplier's expense. Company's acceptance or inspection of any Goods is not a waiver of any of Company's rights hereunder, at law or otherwise. Receipt of the Goods, acknowledgement of receipt of the Goods, or payment of Supplier's invoices does not constitute acceptance of the Goods.



8. **Invoicing.** Company shall pay all invoice amounts pursuant to the payment terms on the face of the Order upon receipt of undisputed invoice(s). Company and Supplier shall work together in good faith to resolve all invoice disputes. Each of the parties shall be responsible for the payment of all taxes, duties, levies, charges and contributions for which the respective party is liable as imposed by any appropriate government or regulatory authority ("**Tax**" or "**Taxes**") in connection with the Order. Taxes imposed on Company that Supplier is required to collect shall be separately stated and identified on each invoice issued by Supplier in compliance with appropriate tax laws or regulations. Company shall provide Supplier with exemption documentation as required by the applicable governmental authority where exemption from Taxes is claimed. For further clarification, Supplier will be responsible for paying its income taxes and any other taxes of any kind in any jurisdiction that might become payable in relation to the sale of goods. Company shall bear no responsibility for any income, gross margin, franchise, capital, net worth or other type of direct tax that may inure to Supplier as a result of the Order.

9. **Liens.** Supplier shall timely pay its subcontractors and vendors, and indemnifies and defends Company from and against all claims by third-parties and liens and encumbrances on Company's property related in any way to Supplier's performance of the Order.

10. **Changes.** Company may at any time make reasonable changes in any one or more of the following: (1) drawings, plans, designs and specifications; (2) quantities; (3) delivery schedule; or (4) place, manner or time of delivery. If any such change increases or decreases the cost of the Goods to be provided or results in an extension of the shipping schedule, Supplier shall give Company written notice stating the effect of such change within ten (10) days after receipt of the change request. No claim for an increase in price or schedule extension will be recognized unless such was authorized in advance and in writing by Company.

11. **Compliance.** Supplier shall comply with all applicable federal, state and local laws and regulations that affect the Order. All deliveries to Company's premises must be carried out in a safe manner, and Supplier shall comply with, and cause all other parties acting on Supplier's behalf to comply with all safety policies, rules and warnings communicated by Company.

**12. Insurance Requirements.**

(a) Supplier shall maintain at its own expense, the insurance coverage outlined herein with licensed, reputable and reliable insurers: i) **Workers' Compensation and/or Occupational Disease** coverage that fully complies with all applicable laws where activity related to this Order is performed, where Supplier's employees reside, and in all states where Supplier is domiciled. **As applicable**, coverage shall include an alternate employer's endorsement and voluntary compensation endorsement; ii) **Employer's Liability** coverage with limits of One Million Dollars (\$1,000,000) each accident, by disease each employee, and by disease policy limit; iii) **Commercial General Liability** coverage with a limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage arising out of or relating to Supplier's activities under this Order. The policy shall include coverage for, contractual liability, cross liability, severability of interests, products and completed operations; iv) **As applicable, Commercial Auto Liability** covering all vehicles used by Supplier under this Order with a combined single limit of Two Millions Dollars (\$2,000,000) for injury or death of one or more persons or damage to or destruction of property as a result of each accident; and v) **As applicable, All Risk Property Damage** insurance on a replacement cost basis covering loss of or damage to property owned by or in the care custody and control of the Supplier. Supplier shall ensure that each insurance policy hereunder: A) with exception of 12(a) i) and v) includes Company as additional insured; B) provides a waiver of insurers' rights of subrogation in favor of Company; and C) is written to respond on a primary and non-contributory basis. Insurance shall not be canceled without thirty (30) days' prior written notice to Company.

(b) Upon execution of this Agreement, and on an annual basis thereafter until this Agreement is terminated, Supplier shall provide to Company Certificate(s) of Insurance certifying Supplier's compliance with this Order. In the event of a reduction in Supplier insurance limits during the Term which may otherwise reduce the limits of insurance required to comply with this Order, the Supplier shall promptly provide Company with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Order. Company's acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Order. "Certificate Holder" shall be: Enbridge (U.S.) Inc. and U.S. affiliates.

(c) In the event Supplier fails to comply with insurance requirements under this Order, at its sole discretion, Company may, but shall not be obligated to, obtain such insurance for Company's sole benefit as Company deems necessary to address any failure on the part of the Supplier to obtain the insurance required pursuant to this Order. Any cost thereof shall be payable by the Supplier to Company on demand and Company may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to Supplier. No liability shall attach to Company for any decision on the part of Company to forego the purchase of additional insurance under this Section 12, nor does Company's decision not to purchase additional insurance pursuant to this Section 12 constitute a waiver, release or modification of the requirements under this Order, or constitute a

statement by Company that Supplier's insurance coverage at any time during the Term hereof is in compliance with the requirements under this Order.

(d) Company will not be responsible for any premiums, deductibles, self-insured retentions or any other costs for the insurance provided by Supplier in this Order.

**13. INDEMNITY. NOTWITHSTANDING ANYTHING ELSE IN THE ORDER TO THE CONTRARY, SUPPLIER SHALL INDEMNIFY, RELEASE, HOLD HARMLESS, AND DEFEND COMPANY, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS AND SUCCESSORS IN INTEREST FROM AND AGAINST ALL CLAIMS, DISPUTES, SUITS, COMPLAINTS, LIABILITIES, DAMAGES, AND EXPENSES OF WHATEVER NATURE (including, without limitation, attorneys' fees), INCLUDING, WITHOUT LIMITATION, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY, RESULTING FROM OR IN ANY WAY CONNECTED WITH SUPPLIER'S PERFORMANCE OF THE ORDER, EXCEPT THAT THE OBLIGATIONS HEREUNDER DO NOT APPLY TO COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.**

**14. Intellectual Property Warranty and Indemnity.** Supplier warrants that the Goods and the related services do not infringe or misappropriate any letters patent, trademark or copyright or any other intellectual property rights of any third party. **Supplier shall release, indemnify, save harmless and defend Company from and against all claims, liabilities, damages, and expenses (including, without limitation, attorneys' fees) arising in favor of any person or entity and based on misappropriation of trade secrets, infringement or claim of infringement of a patent, trademark, trade name, copyright or other proprietary right in the Goods provided by Supplier, except to the extent directly caused by specifications expressly provided by Company.**

**15. Intellectual Property Ownership and License.** All ideas, concepts, drawings and similar items created by Supplier in connection with the performance of the Order shall be the property of Company and shall be immediately delivered by Supplier to Company, with all compensation to Supplier for such ideas, concepts, drawings and similar items being included in the price(s) stated in the Order. Supplier grants to Company a non-exclusive, royalty-free, transferable, irrevocable license under all foreign and domestic patents now or hereafter owned by Supplier to use (for any purpose) and sell the Goods purchased under the Order.

**16. Confidentiality.** Both Company and Supplier, on behalf of themselves and their employees, agree that any ideas, concepts, or proprietary information received from the other in connection with the performance of the Order will not be disclosed to third persons except to the extent necessary for the proper performance of the Order.

**17. Termination for Cause.** Company may terminate all or any part of the Order for: (i) Supplier's failure to make deliveries by the date(s) specified; (ii) Supplier's breach of any of the terms hereof, including, without limitation, the warranties of Supplier; (iii) change in price of the Goods; (iv) Supplier's failure to provide adequate assurance of its ability to meet quality standards; (v) Supplier's failure to make progress on any Goods so as to endanger performance of the Order; or (vi) in the event of any proceeding by or against Supplier in bankruptcy or insolvency or for the appointment of a receiver or trustee or an assignment for the benefit of creditors. Upon termination for cause, Company shall provide written notice of termination and have no further obligation to Supplier. Upon receipt of notice of termination, Supplier shall discontinue all work pertaining to the Order and use its best efforts to mitigate additional costs resulting from the termination. Supplier shall preserve and protect materials in supply, work in progress, and finished work, the disposition of which shall be as directed by Company. Supplier is not entitled to any prospective profits or damages.

**18. Termination for Convenience.** Company may terminate all or any part of the Order for convenience upon written notice to Supplier. Company shall accept and pay for materials in supply, work in progress and finished work, as well as reasonable additional costs caused by the termination. Supplier is not entitled to any prospective profits or damages. In no event will the total amount paid to Supplier under a terminated Order exceed the original value of the Order.

**19. Notice.** All notices, consents and requests hereunder must be in writing and served by personal service, by mail or by e-mail to the address of the receiving Party set forth on the face of this Order (or such different address as may be designated by such Party in a notice to the other Party, from time to time). Notices, consents and requests served by personal service shall be deemed served when delivered. Notices, consents and requests served by mail must be sent by registered mail, return receipt requested, and shall be deemed served 10 business days after mailing. Notices, consents and requests served by e-mail shall be deemed served on the date of sending, provided: (i) no incomplete or bounce-back error transmission is received by the sending Party; and (ii) if such day is not a business day or if the notice or communication is received after 5:00 PM (at the place of receipt) on any business day, the notice or communication shall be deemed to have been sent and received on the immediately following business day.

20. **Independent Contractor.** Supplier is an independent contractor in all respects pertaining to its performance of the Order.

21. **Waiver.** Waiver by Company of any provision hereof shall not constitute a continuing waiver or a waiver of any other provision, nor shall it affect in any manner any right or remedy to which Company is entitled for any breach or default by Supplier, whether or not similar.

22. **Remedies Cumulative.** All rights and remedies reserved under the Order and these Terms shall be cumulative and in addition to any further rights and remedies provided in law or equity.

23. **Assignment.** Supplier shall not assign or transfer any right or obligation under the Order without Company's prior written consent.

24. **Venue, Choice of Law and Jury Trial Waiver.** The Order shall be governed by and construed in accordance with the laws of Texas, without reference to its conflict of laws rules or principles. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts of Texas seated in Harris County for the interpretation and enforcement of this Order, and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of either party. A final judgment on any such dispute, as to which all appeals, if any, have been exhausted, shall be conclusive and may be enforced in other jurisdictions in any manner provided by law. EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS ORDER.

25. **Set Off.** Company may set-off and deduct from any amounts payable to Supplier any amounts owing by Supplier to Company pursuant to this Order or any other agreement between Supplier and Company. The failure by Company to set-off or deduct any amount from an invoiced payment will not constitute a waiver of Company's right to set-off, deduct or collect such amount.

26. **Severability.** If any provision of this Agreement is finally determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.

27. **Survival.** The provisions of this Order which are intended to extend beyond its termination, including the liability, indemnity, compliance, warranty, intellectual property and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Order, will survive termination to the extent necessary to effect the intent of the parties and enforce such rights and obligations.

28. **Audit.** Company and its authorized representatives shall have the right to audit all costs and records of Supplier (and any subcontractors retained by Supplier) related solely to performance of this Order, upon fifteen (15) days' written notice to Supplier (or subcontractor), including access to Supplier's (and subcontractor's) books, records and documentation supporting all billed amounts. This right to audit shall remain in effect for a period of one year from the date the Goods are accepted by Company. Company through its employees or agents shall have reasonable access to Supplier's facilities and during normal business hours at all times to observe and inspect the fabrication, manufacturing, assembly, coating, testing, loading, transportation and stockpiling of the Goods. Supplier will respond to such information requests as Company may reasonably request in connection with such inspection and observation. Each party agrees, while at the other's facilities, to comply with all applicable federal, state and local laws and to observe such safety rules as that party may prescribe for the protection of personnel and property.

29. **Interpretation.** Headings used herein are for the convenience of reference only and shall not be considered in construing or interpreting this Agreement. The words "herein", "hereunder", "hereof" and other similar words refer to this Order as a whole and not to any particular paragraph or part of the Order. "Includes", "including" and similar terms shall mean "including (or includes, as applicable) without limitation".

30. **Counterparts.** This Order, and any amendment, supplement or schedule to this Order, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of counterparts of a document of this Order may be provided by fax or other electronic means, including email delivery.

[END OF TERMS AND CONDITIONS]

# **EXHIBIT 6D**



Buyer: CARRI WALLIS  
Phone: 713-627-5537  
Email: Carri.Wallis@enbridge.com

**Bill To:** Algonquin Gas Transmission, LLC  
APUSinvoices@spectraenergy.com  
**OR**  
P.O. Box 2549  
Detroit, MI 48202-2549

## PURCHASE ORDER (PO)

Vendor:	Vendor No. 9000000240
KINGTOOL COMPANY	
LONGVIEW TX 75615-0128	
Phone:	Fax:
Attention:	

**Ship To:** ALGONQUIN GAS TRANSMISSION, LLC  
HOLLISTON STORAGE FACILITY  
1600 WASHINGTON STREET  
HOLLISTON MA 01746

**Attention:**

### General Information

**P.O. Number** : 3100028313  
**Rev. No.** : 14  
**Date** : 02/01/2016  
**Currency Code** : USD  
**Payment Terms** : Net 45 Days  
**Ship Date** : See below  
**Shipping Terms** :

P.O.Number and Line number must mirror the PO on your invoice  
and must be referenced on all invoices and related correspondence.

\*\*\*\*\*

6/6/17 - THIS ORDER HAS BEEN DELAYED DUE TO HAVING TO SHIP UNIT BACK TO SUPPLIER FOR REPAIRS  
THAT HAVE TAKEN AN ENORMOUS AMOUNT OF TIME TO COMPLETE. THIS ORDER WILL NOT BE APPROVED  
FOR PAYMENT UNTIL THE UNIT IS DELIVERED BACK TO THE SITE. ESTIMATED SHIP DATE 6/15/17 CLW

\*\*\*\*\*

1/25/17 - CORRECTING THE "SHIP TO" ADDRESS TO SHIP TO THE HOLLISTON STORAGE FACILITY PER  
BONITA LEHMAN'S EMAIL DATED 1/24/17. WAYNE RACICOT HAS APPROVED THE NEW "SHIP TO" LOCATIONS  
CLW

\*\*\*\*\*

\*\*\*5/16/16\*\*\*CHANGE ORDER 1\*\*\*S.SERNA\*\*\*

LINE 70- ADD 2EA - 1" NORDSTROM FIGURE 3045 ASME CLASS 1500 FLANGED PLUG VALVES AND  
ASSOCIATED FLANGES TO DUMP VALVE BYPASS LINE

\*\*\*END NOTE\*\*\*

\*\*\*REQUIRED ON SITE 3/1/2017\*\*\*

RFQ CW-15-0061  
KINGTOOL QUOTE 1015-200, DATED 10/12/2015

WBS: CE.000089.005 ATLANTIC BRIDGE WEYMOUTH

REQUIRED MATERIAL ON-SITE DELIVERY DATE: 03/01/2017  
DRAWING LEAD TIME: 2 WEEKS ARO (2/17/2016)  
SPECTRA TO RETURN DRAWINGS: 2 WEEKS (3/1/2016)  
MATERIAL LEAD TIME: 12-14 WEEKS ARAD (06/12/2016 EST.)

INSPECTION:  
THIS EQUIPMENT REQUIRES INSPECTION. PLEASE SEE ATTACHED INSPECTION TEST PLAN (ITP)

CONTACT: QAE - LEANNE KESSLER, LKESSLER@QAEWORLD.COM.

\*\*\*INVOICES MUST MATCH THE PO LINE PER LINE IN ORDER TO BE ACCEPTED AND PAID\*\*\*

**Algonquin Gas Transmission, LLC**

**P.O. Number 3100028313**

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THIS ORDER CONFIRMS ORDER: 3100028313  
PLACED ON: FEBRUARY 3, 2016  
TO: KINGTOOL  
ATTN: DAMIEN PENN  
PHONE: 713-278-8330  
EMAIL: DPENN@KINGTOOL.COM  
BY: SCIANNA SERNA

LEAD ENGINEER: DAVID COX  
PHONE: 902-490-2203  
EMAIL: DSCOX@SPECTRAENERGY.COM

GENERAL NOTES:  
THIS PURCHASE ORDER IS IN REFERENCE TO SUPPLIER QUOTE NUMBER 1015-200, DATED 10/12/2016.  
PRICING VALID THROUGH 02/28/2016.

SPECTRA ENERGY TERMS & CONDITIONS INCLUDED AS PART OF THIS PURCHASE ORDER SHALL BE THE ONLY TERMS APPLICABLE TO THIS PURCHASE ORDER.

DOCUMENTATION:  
\*\*THE PO NUMBER AND LINE ITEM MUST BE REFERENCED ON EACH MTR\*\*

ONE (1) HARD COPY AND (1) ELECTRONIC COPY OF DOCUMENTATION, WHICH INCLUDES MTR'S, JOB BOOKS AND O&M MANUALS, MUST BE MAILED TO THE LEAD ENGINEER.

SPECTRA ENERGY  
ATTN: DAVID COX  
5400 WESTHEIMER COURT  
HOUSTON, TX 77056

ONLY SEND 1 ELECTRONIC COPY TO SCIANNA SERNA AT THE FOLLOWING ADDRESS:  
SSERNA@SPECTRAENERGY.COM

DESCRIPTION:  
ALL MATERIAL MUST BE IN ACCORDANCE PER SPECTRA'S APPROVED MANUFACTURER'S LIST (AML, LAST UPDATE 2/18/2016).

ONE (1) FUEL GAS FILTER SEPARATOR - \$54,115.00/EA  
LOT (1) INSTRUMENTATION/VALVES & CONTROLS (INCLUDED)  
ONE (1) ENGINEERED DRAWINGS (INCLUDED)  
SET (1) SPARE SET FILTER ELEMENTS-3 FT LONG - \$68.00/SET  
ONE (1) 316 STAINLESS STEEL VANE MIST EXTRACTOR - \$395.00/EA  
ONE (1) 4" 900#RF HANDHOLE FOR SUMP INSPECTION - \$1,520.00/EA  
TOTAL AMOUNT - \$56,098.00

PAYMENT TERMS: NET 30

CANCELLATION SCHEDULE:  
60% AFTER MATERIALS ARE ORDERED  
80% AFTER CONSTRUCTION START  
100% AFTER MIDWAY OF COMPLETION OF FABRICATION



**Algonquin Gas Transmission, LLC**

**P.O. Number 3100028313**

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WARRANTY: 12 MONTHS FROM DATE OF STARTUP OR 18 MONTHS FROM DATE OF SHIPMENT; WHICHEVER OCCURS FIRST.

MANUFACTURED IN: LONGVIEW, TX

SHIPPING INSTRUCTIONS:

FREIGHT COLLECT-CONTACT KELLEY ELKINS AT 713-989-8395

OR E-MAIL KMELKINS@SPECTRAENERGY.COM FOR ROUTING INSTRUCTIONS.

DESTINATION: WEYMOUTH, MA

SPECTRA REQUIRES DELIVERY 3/1/2017; KINGTOOL FREE TO ADJUST PRODUCTION SCHEDULE, BUT SPECTRA NOT TO BE CHARGED STORAGE FEES NOR ARE WE TO BE INVOICED IF FILTER SEPARATORS ARE MANUFACTURED EARLIER THAN IS REQUIRED TO MEET THE 3/1/17 DELIVERY DATE.

ESCALATION CLAUSE: If material is not needed on-site within 1 year

FUEL GAS FILTER SEPARATOR Material Escalation:

It is understood that the contract price for the FUEL GAS FILTER SEPARATOR has been calculated based on the current prices for raw materials. However, due to Spectra Energy's request for delayed equipment delivery of March 1, 2017, the market for the raw materials may shift and price increases and/or decreases could occur. KINGTOOL agrees to use their best efforts to obtain the lowest possible prices from available material suppliers, but should there be an increase and/or decrease in the prices of materials that are purchased after execution of this purchase order, Spectra agrees to pay that cost increase to KINGTOOL and KINGTOOL agrees to discount their pricing should any decreases occur. In addition, said increase and/or decrease in material pricing of said purchase order shall be capped at +/- 5%. Any claim by KINGTOOL for payment of a cost increase and/or decrease, as stated above, shall require written notice by KINGTOOL to Spectra Energy stating the increased and/or decrease cost, of the materials in question, including the source of supply, fully supported by invoices, bills of sales, and current published industry material pricing indices.

DESCRIPTION: MASSACHUSETTS EXEMPT AGT

TAX NOTE: THE COMMODITY(S) PURCHASED UNDER THIS PURCHASE ORDER IS/ARE TAX EXEMPT IN THE STATE OF MASSACHUSETTS. DO NOT INVOICE SALES TAX.

ROUTING INSTRUCTIONS ARE AN INTEGRAL PART OF THIS PURCHASE ORDER. FAILURE TO COMPLY WITH THESE INSTRUCTIONS IN ANY MANNER WITHOUT PRIOR APPROVAL OF SPECTRA ENERGY MATERIALS MANAGEMENT/TRAFFIC DIVISION WILL BE CONSTRUED AS A DIRECT VIOLATION OF THIS CONTRACT. IN THE EVENT ROUTING INSTRUCTIONS CANNOT OR SHOULD NOT BE EXECUTED AS INSTRUCTED IN THIS PURCHASE ORDER, VENDOR IS INSTRUCTED TO CONTACT THE BUYER OR SPECTRA ENERGY TRAFFIC FOR REVISED ROUTING INSTRUCTIONS. FAILURE TO COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN FREIGHT CHARGES BEING FOR VENDOR'S ACCOUNT.

GUIDELINES FOR WOOD PACKING MATERIALS U.S., CANADA AND MEXICO ARE STRICTLY ENFORCING INTERNATIONAL STANDARDS FOR PHYTO-SANITARY MEASURES PUBLICATION NO. 15 (ISPM 15). WOOD PACKING FOR ALL SHIPMENTS THAT REQUIRE CUSTOMS CLEARANCE, INCLUDING SKIDS, CRATES AND PIPE DUNNAGE MUST BE TREATED TO THE ISPM 15 STANDARD AND IS REQUIRED TO BEAR THE UNIQUE CERTIFICATION STAMP. SELLER WILL BE RESPONSIBLE TO INSURE ALL GOODS SHIPPED MEET ISPM STANDARDS.

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## Algonquin Gas Transmission, LLC

**P.O. Number 3100028313**

NOTE: SHIPMENTS ROUTED VIA FEDEX OR U.P.S. ARE NOT TO EXCEED 125 LBS. AND 100 LBS RESPECTIVELY FOR THE TOTAL SHIPMENT. WEIGHTS EXCEEDING THESE LIMITS ARE TO BE REFERRED TO THE BUYER FOR REVISED SHIPPING INSTRUCTIONS. USE OF MULTIPLE BILLS/SHIPMENTS TO CIRCUMVENT THESE WEIGHT LIMITS ARE NOT ACCEPTABLE, AND IF SO USED WILL BE FOR THE VENDOR'S ACCOUNT.

IN THE EVENT THE MATERIAL IS PURCHASED ON A PREPAY AND ADD BASIS, THE VENDOR MUST INCLUDE A COPY OF THE FREIGHT BILL WITH THEIR INVOICE BEFORE PAYMENT WILL BE AUTHORIZED.

INVOICE TERMS: INVOICE PAYMENT TERMS WILL BE CALCULATED FROM THE DATE RECEIVED IN OUR CORPORATE OFFICE UNLESS OTHERWISE INDICATED IN THE BODY OF THE PURCHASE ORDER.

COMPANY RESERVES THE RIGHT TO HAVE AN EMPLOYEE AND/OR AN APPOINTED AGENT VISIT VENDOR'S MANUFACTURING PLANT/ FACILITIES AND/OR SUB-VENDORS MANUFACTURING PLANT AND FACILITIES TO EXPEDITE OR INSPECT MATERIALS GOODS AND SERVICES COVERED BY THIS PURCHASE ORDER. SUCH VISITS WILL BE DURING VENDOR'S NORMAL WORKING HOURS AND SUBJECT TO ANY REASONABLE AND NORMAL PROCEDURES OF THE VENDOR. THESE RIGHTS SHALL BE RESERVED AND SO INDICATED ON ANY AND ALL ORDERS TO SUB-VENDORS.

### Purchase Order Updates

Line item	Item Changed	Old	New	Date Changed
50	Item Delivery Date	12/30/2017	02/28/2018	12/28/2017

Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
10		FILTER SEPARATOR, FUEL GAS VERTICAL	1	EA	06/15/2017	54,115.00	54,115.00

FUEL GAS VERTICAL FILTER SEPARATOR, PER THE ATTACHED SPECTRA ENERGY GAS TRANSMISSION SPECIFICATION NO. ES-VV2.9 FOR NATURAL GAS SERVICE AND THE FOLLOWING CONDITIONS:

CAPACITY: 84 MSCFH

DESIGN PRESSURE: 1480 PSIG

OPERATING PRESSURE: 455 - 605 PSIG

DESIGN TEMP: -20 TO 200 DEGREES F

OPERATING TEMPERATURE: 120 DEGREES F

DELTA P: 0.5 PSID

PERFORMANCE: 99.5% LIQUID DROPLETS 1 MICRONS AND LARGER. 99.5% SOLIDSPARTICLES 1 MICRONS AND LARGER.

ASME CODE STAMP REQUIRED.

ALL AUXILIARY CONNECTIONS SHALL BE 6000# NPT FOR STANDARD INSTRUMENTATION AND DRAINS.

CONNECTIONS LARGER THAN 2" SHALL BE FLANGED.

FINISH: SSPC-SP10 NEAR WHITE SANDBLAST, INORGANIC ZINC PRIMER EPOXY INTERMEDIATE COAT AND POLYURETHANE FINISH PAINT COLOR FSC#37200., PER SET SPEC ES-DOT.4.

\*\*\*\*\*

ACCESSORIES TO INCLUDE:

- TWO (2) LIQUID LEVEL GAUGE, PENBERTHY MODEL 1RL7 3/4" GAUGE VALVE

- ONE (1) PRESSURE RELIEF VALVE, AGCO

- ONE (1) DIFFERENTIAL PRESSURE INDICATOR TRANSMITTER, EXPL. PROOF ENCLOSURE, ROSEMOUNT



**Algonquin Gas Transmission, LLC**

**P.O. Number 3100028313**

Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
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3051CD WITH 5-WAY MANIFOLD VALVE

- TWO (2) AUTOMATIC DUMP VALVE, FISHER D4 GLOBE BODY STYLE WITH 1/2"PORT, 1" 900# RF, FAIL CLOSURE ACTUATOR

- TWO (2) LIQUID LEVEL CONTROLLER, FISHER MODEL L2, 1-1/2" RF, AND FISHER 67CFR FILTER REGULATOR

- TWO (2) LEVEL SWITCH, JERGUSON MODEL JMS100-311-S00 ULTRASONIC

- FOUR (4) 1-1/2" 900# RF BALL VALVES

- SIX (6) 1" 900# RF BALL VALVES

- ONE (1) 1" SW BALL VALVE

- ONE (1) 3/4" SW BALL VALVE

- ELEVEN (11) 1/2" SW BALL VALVES

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TAG: V-3-1

BOM TAG: FG003

GL 1004 8500201 Project / WBS CE.000089.005.04.05

<b>20</b>		SPARE SET FILTER ELEMENTS-3 FT LONG	1	EA	06/15/2017	68.00	68.00
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ADD FOR EACH SPARE SET FILTER ELEMENTS-3 FT LONG, PER SET SPEC ES-DOT.4.

GL 1004 8500201 Project / WBS CE.000089.005.04.05

<b>30</b>		316 STAINLESS STEEL VANE MIST EXTRACTOR	1	EA	06/15/2017	395.00	395.00
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316 STAINLESS STEEL VANE MIST EXTRACTOR, PER SET SPEC ES-DOT.4.

GL 1004 8500201 Project / WBS CE.000089.005.04.05

<b>40</b>		4" 900#RF HANDHOLE FOR SUMP INSPECTION	1	EA	06/15/2017	1,520.00	1,520.00
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4" 900#RF HANDHOLE FOR SUMP INSPECTION, PER SET SPEC ES-DOT.4.

GL 1004 8500201 Project / WBS CE.000089.005.04.05

<b>50</b>		PREAPPROVE D COMMISSIONIN G SERVICES:	1	LOT	02/28/2018	0.01	0.01
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THE VENDOR WILL PERFORM THE START UP AND COMMISSIONING OF THE GOODS PER THE MANUFACTURER'S RECOMMENDED PROCEDURE. THE SCOPE OF THE SERVICES PROVIDED BY VENDOR INCLUDES THE REQUIRED PERSONNEL, EQUIPMENT AND TIME TO PROPERLY AND COMPLETELY COMMISSION THE GOODS. \_\_\_\_\_ BUYER NOTE: INCLUDE THE FOLLOWING INFORMATION ON THE P.O. (1) NAME AND ADDRESS OF SUPPLIER THAT WILL HANDLE THE COMMISSIONING (2) CONTACT, PHONE NUMBERS(OFFICE AND CELL), EMAILS FOR THE SUPPLIER (3) CONTACT, PHONE NUMBERS(OFFICE AND CELL), EMAILS FOR THE SPECTRA FIELD CONTACT THAT WILL BE RESPONSIBLE FOR THE COMMISSIONING. (4) ESTIMATED TIMEFRAME OF WHEN THE COMMISSIONING IS REQUIRED (5) NOTE THAT THE INVOICES WILL BE SENT TO THE SPECTRA BILL TO ADDRESS (6) E-MAIL NOTIFICATION FROM SUPPLIER PROVIDING COMMISSIONING TO BUYER ONCE COMMISSIONING IS COMPLETE PER SET SPEC ES-DOT.4.

GL 1004 8500128 Project / WBS CE.000089.005.10.07

<b>60</b>		APPROVAL DRAWINGS	1	LOT	02/17/2016	0.01	0.01
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**Algonquin Gas Transmission, LLC****P.O. Number 3100028313**

Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
APPROVAL DRAWINGS 2 WEEKS 2/17/2016							
GL 1004 8500128 Project / WBS CE.000089.005.10.07							
70		1" NORDSTRP, FIGURE 3045	2	EA	06/15/2017	3,587.00	7,174.00
1" NORDSTROM FIGURE 3045 ASME CLASS 1500 FLANGED PLUG VALVES AND ASSOCIATED FLANGES TO DUMP VALVE BYPASS LINE, PER SET SPEC ES-DOT.4.							
GL 1004 8500201 Project / WBS CE.000089.005.04.05							
<b>Total:</b>							<b>63,272.02 USD</b>

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**  
*(United States - Issue Version: May 2018)*

1. **General.** This purchase order ("**Order**") comprises the face of the Order, these purchase order terms and conditions and such other documents incorporated by reference on the face of the Order. The "Seller", "Supplier" or "Vendor" ("**Supplier**") identified on the face of the Order agrees to sell, and the Enbridge entity identified on the face of the Order ("**Company**") agrees to buy, the goods, articles, and materials described in the Order (together with such documentation as specified on the face of the Order, collectively, "**Goods**") and services related thereto.

2. **Acceptance of the Order.** Supplier's acceptance of the Order, whether in writing or by performance, will be only upon these terms and conditions, which are incorporated into and made a part of each Order; no other terms or conditions shall be binding on Company unless: (i) conspicuously referenced on the face of the Order to which such other terms and conditions apply; and (ii) expressly agreed to by Company. Any quote, invoice, acknowledgement or other form or communication issued by Supplier in connection with the Order will be for Supplier's record and accounting purposes only and any terms and conditions referenced therein will not apply to the Order.

3. **Order Number.** Company's Order number and corresponding item line number(s) as shown on the face of the Order must appear on all invoices, correspondence, shipping documents, packages and any other documents relating to the Order.

4. **Delivery, Risk and Title.** Supplier shall deliver the Goods to the location(s) designated by Company in the order ("**Delivery Point**"). Supplier shall prepay transportation costs for delivery of the Goods to the Delivery Point, unless otherwise specified in the Order, and if so specified, the transportation charges will be included as a separate item in the invoice for the applicable Goods, and not in an additional or separate invoice. Title transfers to Company upon: (i) Company's acceptance of the Goods; or (ii) Company's payment for the Goods (in whole or in part); whichever occurs first. Risk of loss for the Goods shall transfer in accordance with the 2010 Incoterm set out on the face of this Order. Supplier warrants it will have good and transferable title to the Goods at the time of title transfer to Company, and further that title to the Goods will transfer to Company free and clear of any and all liens or encumbrances.

5. **Warranty.** Supplier warrants that the Goods, and the services related thereto, will (i) conform in all respects to the requirements of the Order; (ii) comply with the more stringent of industry or Company's standards; (iii) conform strictly to applicable specifications, drawings, samples or other description upon which the Order is based; (iv) be fit, safe and effective for their intended use and purpose, and operate as intended; and (v) be merchantable and free from defects in material, workmanship, and design. All warranties set forth in the Order will remain in effect for one (1) year from the date of Company's acceptance, or eighteen (18) months from delivery of the Goods, whichever occurs latest, or as stated on the face of the Order. All warranties will not be deemed waived by reason of Company's receipt, inspection, or by payment for the Goods. Supplier shall assign and transfer all assignable warranties it receives from its vendors and manufacturers to Company.

In the event of a breach of warranty, Supplier shall repair and/or replace the defective Goods at no cost to Company (including, without limitation, shipping costs). Goods will not be considered in breach of this warranty if a defect is caused primarily by Company's improper installation, operation or maintenance.

6. **Delay.** Supplier shall deliver the Goods on the date(s) specified in the Order, during Company's normal business hours or as otherwise instructed by Company. Timely completion and delivery is a material term of the Order. Timely delivery is delivery of Goods, which conform to requirements of the Order, to the Delivery Point on or before the agreed delivery date. If Supplier is unable to make a timely delivery, it shall notify Company of the anticipated delay as soon as it learns of same, such notice becoming effective upon receipt by Company. Supplier's notice shall state the reasons for the delay and the anticipated date of delivery. If the delay (a) is not caused in whole or in part by the negligence or intentional fault of Supplier and (b) will not contribute to a delay in Company's schedule or otherwise cause damages to Company or any entity to whom Company is providing services, then Company may, but is not obligated to, agree to extend the date of delivery, without additional liability to Supplier, to the earlier of: (i) the anticipated date of delivery stated in Supplier's notice, or (ii) ten (10) business days after the original agreed delivery date. If delivery is not accomplished before the agreed delivery date, as such may be extended by these terms, then Supplier will be liable to Company for all direct damages caused by the delay.

7. **Rejection and Acceptance of Goods.** Company may reject any Goods that do not conform to the requirements of this Order and to return non-conforming Goods to Supplier at Supplier's expense. Company's acceptance or inspection of any Goods is not a waiver of any of Company's rights hereunder, at law or otherwise. Receipt of the Goods, acknowledgement of receipt of the Goods, or payment of Supplier's invoices does not constitute acceptance of the Goods.

8. **Invoicing.** Company shall pay all invoice amounts pursuant to the payment terms on the face of the Order upon receipt of undisputed invoice(s). Company and Supplier shall work together in good faith to resolve all invoice disputes. Each of the parties shall be responsible for the payment of all taxes, duties, levies, charges and contributions for which the respective party is liable as imposed by any appropriate government or regulatory authority ("**Tax**" or "**Taxes**") in connection with the Order. Taxes imposed on Company that Supplier is required to collect shall be separately stated and identified on each invoice issued by Supplier in compliance with appropriate tax laws or regulations. Company shall provide Supplier with exemption documentation as required by the applicable governmental authority where exemption from Taxes is claimed. For further clarification, Supplier will be responsible for paying its income taxes and any other taxes of any kind in any jurisdiction that might become payable in relation to the sale of goods. Company shall bear no responsibility for any income, gross margin, franchise, capital, net worth or other type of direct tax that may inure to Supplier as a result of the Order.

9. **Liens.** Supplier shall timely pay its subcontractors and vendors, and indemnifies and defends Company from and against all claims by third-parties and liens and encumbrances on Company's property related in any way to Supplier's performance of the Order.

10. **Changes.** Company may at any time make reasonable changes in any one or more of the following: (1) drawings, plans, designs and specifications; (2) quantities; (3) delivery schedule; or (4) place, manner or time of delivery. If any such change increases or decreases the cost of the Goods to be provided or results in an extension of the shipping schedule, Supplier shall give Company written notice stating the effect of such change within ten (10) days after receipt of the change request. No claim for an increase in price or schedule extension will be recognized unless such was authorized in advance and in writing by Company.

11. **Compliance.** Supplier shall comply with all applicable federal, state and local laws and regulations that affect the Order. All deliveries to Company's premises must be carried out in a safe manner, and Supplier shall comply with, and cause all other parties acting on Supplier's behalf to comply with all safety policies, rules and warnings communicated by Company.

**12. Insurance Requirements.**

(a) Supplier shall maintain at its own expense, the insurance coverage outlined herein with licensed, reputable and reliable insurers: i) **Workers' Compensation and/or Occupational Disease** coverage that fully complies with all applicable laws where activity related to this Order is performed, where Supplier's employees reside, and in all states where Supplier is domiciled. **As applicable**, coverage shall include an alternate employer's endorsement and voluntary compensation endorsement; ii) **Employer's Liability** coverage with limits of One Million Dollars (\$1,000,000) each accident, by disease each employee, and by disease policy limit; iii) **Commercial General Liability** coverage with a limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage arising out of or relating to Supplier's activities under this Order. The policy shall include coverage for, contractual liability, cross liability, severability of interests, products and completed operations; iv) **As applicable, Commercial Auto Liability** covering all vehicles used by Supplier under this Order with a combined single limit of Two Millions Dollars (\$2,000,000) for injury or death of one or more persons or damage to or destruction of property as a result of each accident; and v) **As applicable, All Risk Property Damage** insurance on a replacement cost basis covering loss of or damage to property owned by or in the care custody and control of the Supplier. Supplier shall ensure that each insurance policy hereunder: A) with exception of 12(a) i) and v) includes Company as additional insured; B) provides a waiver of insurers' rights of subrogation in favor of Company; and C) is written to respond on a primary and non-contributory basis. Insurance shall not be canceled without thirty (30) days' prior written notice to Company.

(b) Upon execution of this Agreement, and on an annual basis thereafter until this Agreement is terminated, Supplier shall provide to Company Certificate(s) of Insurance certifying Supplier's compliance with this Order. In the event of a reduction in Supplier insurance limits during the Term which may otherwise reduce the limits of insurance required to comply with this Order, the Supplier shall promptly provide Company with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Order. Company's acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Order. "Certificate Holder" shall be: Enbridge (U.S.) Inc. and U.S. affiliates.

(c) In the event Supplier fails to comply with insurance requirements under this Order, at its sole discretion, Company may, but shall not be obligated to, obtain such insurance for Company's sole benefit as Company deems necessary to address any failure on the part of the Supplier to obtain the insurance required pursuant to this Order. Any cost thereof shall be payable by the Supplier to Company on demand and Company may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to Supplier. No liability shall attach to Company for any decision on the part of Company to forego the purchase of additional insurance under this Section 12, nor does Company's decision not to purchase additional insurance pursuant to this Section 12 constitute a waiver, release or modification of the requirements under this Order, or constitute a

statement by Company that Supplier's insurance coverage at any time during the Term hereof is in compliance with the requirements under this Order.

(d) Company will not be responsible for any premiums, deductibles, self-insured retentions or any other costs for the insurance provided by Supplier in this Order.

**13. INDEMNITY. NOTWITHSTANDING ANYTHING ELSE IN THE ORDER TO THE CONTRARY, SUPPLIER SHALL INDEMNIFY, RELEASE, HOLD HARMLESS, AND DEFEND COMPANY, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS AND SUCCESSORS IN INTEREST FROM AND AGAINST ALL CLAIMS, DISPUTES, SUITS, COMPLAINTS, LIABILITIES, DAMAGES, AND EXPENSES OF WHATEVER NATURE (including, without limitation, attorneys' fees), INCLUDING, WITHOUT LIMITATION, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY, RESULTING FROM OR IN ANY WAY CONNECTED WITH SUPPLIER'S PERFORMANCE OF THE ORDER, EXCEPT THAT THE OBLIGATIONS HEREUNDER DO NOT APPLY TO COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.**

**14. Intellectual Property Warranty and Indemnity.** Supplier warrants that the Goods and the related services do not infringe or misappropriate any letters patent, trademark or copyright or any other intellectual property rights of any third party. **Supplier shall release, indemnify, save harmless and defend Company from and against all claims, liabilities, damages, and expenses (including, without limitation, attorneys' fees) arising in favor of any person or entity and based on misappropriation of trade secrets, infringement or claim of infringement of a patent, trademark, trade name, copyright or other proprietary right in the Goods provided by Supplier, except to the extent directly caused by specifications expressly provided by Company.**

**15. Intellectual Property Ownership and License.** All ideas, concepts, drawings and similar items created by Supplier in connection with the performance of the Order shall be the property of Company and shall be immediately delivered by Supplier to Company, with all compensation to Supplier for such ideas, concepts, drawings and similar items being included in the price(s) stated in the Order. Supplier grants to Company a non-exclusive, royalty-free, transferable, irrevocable license under all foreign and domestic patents now or hereafter owned by Supplier to use (for any purpose) and sell the Goods purchased under the Order.

**16. Confidentiality.** Both Company and Supplier, on behalf of themselves and their employees, agree that any ideas, concepts, or proprietary information received from the other in connection with the performance of the Order will not be disclosed to third persons except to the extent necessary for the proper performance of the Order.

**17. Termination for Cause.** Company may terminate all or any part of the Order for: (i) Supplier's failure to make deliveries by the date(s) specified; (ii) Supplier's breach of any of the terms hereof, including, without limitation, the warranties of Supplier; (iii) change in price of the Goods; (iv) Supplier's failure to provide adequate assurance of its ability to meet quality standards; (v) Supplier's failure to make progress on any Goods so as to endanger performance of the Order; or (vi) in the event of any proceeding by or against Supplier in bankruptcy or insolvency or for the appointment of a receiver or trustee or an assignment for the benefit of creditors. Upon termination for cause, Company shall provide written notice of termination and have no further obligation to Supplier. Upon receipt of notice of termination, Supplier shall discontinue all work pertaining to the Order and use its best efforts to mitigate additional costs resulting from the termination. Supplier shall preserve and protect materials in supply, work in progress, and finished work, the disposition of which shall be as directed by Company. Supplier is not entitled to any prospective profits or damages.

**18. Termination for Convenience.** Company may terminate all or any part of the Order for convenience upon written notice to Supplier. Company shall accept and pay for materials in supply, work in progress and finished work, as well as reasonable additional costs caused by the termination. Supplier is not entitled to any prospective profits or damages. In no event will the total amount paid to Supplier under a terminated Order exceed the original value of the Order.

**19. Notice.** All notices, consents and requests hereunder must be in writing and served by personal service, by mail or by e-mail to the address of the receiving Party set forth on the face of this Order (or such different address as may be designated by such Party in a notice to the other Party, from time to time). Notices, consents and requests served by personal service shall be deemed served when delivered. Notices, consents and requests served by mail must be sent by registered mail, return receipt requested, and shall be deemed served 10 business days after mailing. Notices, consents and requests served by e-mail shall be deemed served on the date of sending, provided: (i) no incomplete or bounce-back error transmission is received by the sending Party; and (ii) if such day is not a business day or if the notice or communication is received after 5:00 PM (at the place of receipt) on any business day, the notice or communication shall be deemed to have been sent and received on the immediately following business day.



**20. Independent Contractor.** Supplier is an independent contractor in all respects pertaining to its performance of the Order.

**21. Waiver.** Waiver by Company of any provision hereof shall not constitute a continuing waiver or a waiver of any other provision, nor shall it affect in any manner any right or remedy to which Company is entitled for any breach or default by Supplier, whether or not similar.

**22. Remedies Cumulative.** All rights and remedies reserved under the Order and these Terms shall be cumulative and in addition to any further rights and remedies provided in law or equity.

**23. Assignment.** Supplier shall not assign or transfer any right or obligation under the Order without Company's prior written consent.

**24. Venue, Choice of Law and Jury Trial Waiver.** The Order shall be governed by and construed in accordance with the laws of Texas, without reference to its conflict of laws rules or principles. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts of Texas seated in Harris County for the interpretation and enforcement of this Order, and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of either party. A final judgment on any such dispute, as to which all appeals, if any, have been exhausted, shall be conclusive and may be enforced in other jurisdictions in any manner provided by law. EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS ORDER.

**25. Set Off.** Company may set-off and deduct from any amounts payable to Supplier any amounts owing by Supplier to Company pursuant to this Order or any other agreement between Supplier and Company. The failure by Company to set-off or deduct any amount from an invoiced payment will not constitute a waiver of Company's right to set-off, deduct or collect such amount.

**26. Severability.** If any provision of this Agreement is finally determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.

**27. Survival.** The provisions of this Order which are intended to extend beyond its termination, including the liability, indemnity, compliance, warranty, intellectual property and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Order, will survive termination to the extent necessary to effect the intent of the parties and enforce such rights and obligations.

**28. Audit.** Company and its authorized representatives shall have the right to audit all costs and records of Supplier (and any subcontractors retained by Supplier) related solely to performance of this Order, upon fifteen (15) days' written notice to Supplier (or subcontractor), including access to Supplier's (and subcontractor's) books, records and documentation supporting all billed amounts. This right to audit shall remain in effect for a period of one year from the date the Goods are accepted by Company. Company through its employees or agents shall have reasonable access to Supplier's facilities and during normal business hours at all times to observe and inspect the fabrication, manufacturing, assembly, coating, testing, loading, transportation and stockpiling of the Goods. Supplier will respond to such information requests as Company may reasonably request in connection with such inspection and observation. Each party agrees, while at the other's facilities, to comply with all applicable federal, state and local laws and to observe such safety rules as that party may prescribe for the protection of personnel and property.

**29. Interpretation.** Headings used herein are for the convenience of reference only and shall not be considered in construing or interpreting this Agreement. The words "herein", "hereunder", "hereof" and other similar words refer to this Order as a whole and not to any particular paragraph or part of the Order. "Includes", "including" and similar terms shall mean "including (or includes, as applicable) without limitation".

**30. Counterparts.** This Order, and any amendment, supplement or schedule to this Order, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of counterparts of a document of this Order may be provided by fax or other electronic means, including email delivery.

**[END OF TERMS AND CONDITIONS]**

# **EXHIBIT 6E**



Buyer: MICHAEL CRAYMER  
Phone: 713-627-4841  
Email: Michael.Craymer@enbridge.com

**Bill To:** Algonquin Gas Transmission, LLC  
APUSinvoices@spectraenergy.com  
**OR**  
P.O. Box 2549  
Detroit, MI 48202-2549

## PURCHASE ORDER (PO)

<b>Vendor:</b>	<b>Vendor No. 9000000568</b>
DANIEL MEASUREMENT SERVICES IN 11100 BRITTMORE PARK DR HOUSTON TX 77041-6930 Phone: 713-827-6312 Fax: Attention:	

### General Information

**P.O. Number** : 3100036557  
**Rev. No.** : 5  
**Date** : 02/15/2017  
**Currency Code** : USD  
**Payment Terms** : Net 45 Days  
**Ship Date** : 06/30/2017  
**Shipping Terms** : FOB ORIGIN

P.O.Number and Line number must mirror the PO on your invoice  
and must be referenced on all invoices and related correspondence.

**Ship To:** ALGONQUIN GAS TRANSMISSION LLC  
  
1600 WASHINGTON STREET  
HOLLISTON MA 01746  
**Attention:**

WBS:CE.000089.005.07.02  
A. BRIDGE WEYMOUTH  
BILL WELCH

FREIGHT COLLECT - CONTACTS FOR ROUTING INSTRUCTIONS:  
TATIANA PARIS AT 713-627-5052 TPARIS@SPECTRAENERGY.COM

### General Notes

DESCRIPTION: MASSACHUSETTS EXEMPT AGT

### Notes:

TAX NOTE: THE COMMODITY(S) PURCHASED UNDER THIS PURCHASE ORDER IS/ARE TAX EXEMPT IN THE  
STATE OF MASSACHUSETTS. DO NOT INVOICE SALES TAX.

SHIPPING POINT:ORIGIN

THIS ORDER CONFIRMS ORDER 3100036557  
PLACED ON FEBRUARY 15, 2017  
TO JAMES HUTER  
BY MICHAEL CRAYMER

ROUTING INSTRUCTIONS ARE AN INTEGRAL PART OF THIS PURCHASE ORDER. FAILURE TO COMPLY WITH  
THESE INSTRUCTIONS IN ANY MANNER WITHOUT PRIOR APPROVAL OF SPECTRA ENERGY MATERIALS  
MANAGEMENT/TRAFFIC DIVISION WILL BE CONSTRUED AS A DIRECT VIOLATION OF THIS CONTRACT. IN THE  
EVENT ROUTING INSTRUCTIONS CANNOT OR SHOULD NOT BE EXECUTED AS INSTRUCTED IN THIS  
PURCHASE ORDER, VENDOR IS INSTRUCTED TO CONTACT THE BUYER OR SPECTRA ENERGY TRAFFIC FOR  
REVISED ROUTING INSTRUCTIONS. FAILURE TO COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN  
FREIGHT CHARGES BEING FOR VENDOR'S ACCOUNT.

GUIDELINES FOR WOOD PACKING MATERIALS U.S., CANADA AND MEXICO ARE STRICTLY ENFORCING  
INTERNATIONAL STANDARDS FOR PHYTO-SANITARY MEASURES PUBLICATION NO. 15 (ISPM 15). WOOD



## Algonquin Gas Transmission, LLC

**P.O. Number 3100036557**

PACKING FOR ALL SHIPMENTS THAT REQUIRE CUSTOMS CLEARANCE, INCLUDING SKIDS, CRATES AND PIPE DUNNAGE MUST BE TREATED TO THE ISPM 15 STANDARD AND IS REQUIRED TO BEAR THE UNIQUE CERTIFICATION STAMP. SELLER WILL BE RESPONSIBLE TO INSURE ALL GOODS SHIPPED MEET ISPM STANDARDS.

NOTE: SHIPMENTS ROUTED VIA FEDEX OR U.P.S. ARE NOT TO EXCEED 125 LBS. AND 100 LBS RESPECTIVELY FOR THE TOTAL SHIPMENT. WEIGHTS EXCEEDING THESE LIMITS ARE TO BE REFERRED TO THE BUYER FOR REVISED SHIPPING INSTRUCTIONS. USE OF MULTIPLE BILLS/SHIPMENTS TO CIRCUMVENT THESE WEIGHT LIMITS ARE NOT ACCEPTABLE, AND IF SO USED WILL BE FOR THE VENDOR'S ACCOUNT.

IN THE EVENT THE MATERIAL IS PURCHASED ON A PREPAY AND ADD BASIS, THE VENDOR MUST INCLUDE A COPY OF THE FREIGHT BILL WITH THEIR INVOICE BEFORE PAYMENT WILL BE AUTHORIZED.

INVOICE TERMS: INVOICE PAYMENT TERMS WILL BE CALCULATED FROM THE DATE RECEIVED IN OUR CORPORATE OFFICE UNLESS OTHERWISE INDICATED IN THE BODY OF THE PURCHASE ORDER.

COMPANY RESERVES THE RIGHT TO HAVE AN EMPLOYEE AND/OR AN APPOINTED AGENT VISIT VENDOR'S MANUFACTURING PLANT/ FACILITIES AND/OR SUB-VENDORS MANUFACTURING PLANT AND FACILITIES TO EXPEDITE OR INSPECT MATERIALS GOODS AND SERVICES COVERED BY THIS PURCHASE ORDER. SUCH VISITS WILL BE DURING VENDOR'S NORMAL WORKING HOURS AND SUBJECT TO ANY REASONABLE AND NORMAL PROCEDURES OF THE VENDOR. THESE RIGHTS SHALL BE RESERVED AND SO INDICATED ON ANY AND ALL ORDERS TO SUB-VENDORS.

### Purchase Order Updates

Line item	Item Changed	Old	New	Date Changed
10	Item Delivery Date	06/22/2017	06/30/2017	06/21/2017

Line	Material Number	Description	Quantity	UoM	Ship Date	Unit Cost	Net Amount
10		"SENIOR ORIFICE FITTING, 2" ANSI 300#,	1	EA	06/30/2017	18,050.00	18,050.00

SENIOR ORIFICE FITTING, 2" ANSI 300#, B.T.M. 0.218" W.T. GR. B PIPE, WITH STUD BOLTS AND FLEXITALLIC GASKETS, WITH VTD" DIA. ORIFICE PLATE, 304SS, DANIEL CATALOG NO. VTD, COMPLETE WITH FLANGED SENIOR METER TUBE, CATALOG NO. VTD,

- FOUR (4) 1" 3000# INSTRUMENT TAPS REQUIRED DOWNSTREAM,

- TWO (2) 3000# INSTRUMENT TAPS REQUIRED UPSTREAM - ONE (1) 1" TAP, ONE(1) 1/2" TAP.

METER RUN ASSEMBLY PER SPECTRA ENERGY STANDARD SP-5000. TAG: FE-520-1

DRAWING: WEYM-P-1128 (MARK NO. 4, QNT. 1)

BOM TAG: FG006

GL 1004 8500201 Project / WBS CE.000089.005.07.02

**Total: 18,050.00 USD**

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**  
*(United States - Issue Version: May 2018)*

1. **General.** This purchase order ("**Order**") comprises the face of the Order, these purchase order terms and conditions and such other documents incorporated by reference on the face of the Order. The "Seller", "Supplier" or "Vendor" ("**Supplier**") identified on the face of the Order agrees to sell, and the Enbridge entity identified on the face of the Order ("**Company**") agrees to buy, the goods, articles, and materials described in the Order (together with such documentation as specified on the face of the Order, collectively, "**Goods**") and services related thereto.

2. **Acceptance of the Order.** Supplier's acceptance of the Order, whether in writing or by performance, will be only upon these terms and conditions, which are incorporated into and made a part of each Order; no other terms or conditions shall be binding on Company unless: (i) conspicuously referenced on the face of the Order to which such other terms and conditions apply; and (ii) expressly agreed to by Company. Any quote, invoice, acknowledgement or other form or communication issued by Supplier in connection with the Order will be for Supplier's record and accounting purposes only and any terms and conditions referenced therein will not apply to the Order.

3. **Order Number.** Company's Order number and corresponding item line number(s) as shown on the face of the Order must appear on all invoices, correspondence, shipping documents, packages and any other documents relating to the Order.

4. **Delivery, Risk and Title.** Supplier shall deliver the Goods to the location(s) designated by Company in the order ("**Delivery Point**"). Supplier shall prepay transportation costs for delivery of the Goods to the Delivery Point, unless otherwise specified in the Order, and if so specified, the transportation charges will be included as a separate item in the invoice for the applicable Goods, and not in an additional or separate invoice. Title transfers to Company upon: (i) Company's acceptance of the Goods; or (ii) Company's payment for the Goods (in whole or in part); whichever occurs first. Risk of loss for the Goods shall transfer in accordance with the 2010 Incoterm set out on the face of this Order. Supplier warrants it will have good and transferable title to the Goods at the time of title transfer to Company, and further that title to the Goods will transfer to Company free and clear of any and all liens or encumbrances.

5. **Warranty.** Supplier warrants that the Goods, and the services related thereto, will (i) conform in all respects to the requirements of the Order; (ii) comply with the more stringent of industry or Company's standards; (iii) conform strictly to applicable specifications, drawings, samples or other description upon which the Order is based; (iv) be fit, safe and effective for their intended use and purpose, and operate as intended; and (v) be merchantable and free from defects in material, workmanship, and design. All warranties set forth in the Order will remain in effect for one (1) year from the date of Company's acceptance, or eighteen (18) months from delivery of the Goods, whichever occurs latest, or as stated on the face of the Order. All warranties will not be deemed waived by reason of Company's receipt, inspection, or by payment for the Goods. Supplier shall assign and transfer all assignable warranties it receives from its vendors and manufacturers to Company.

In the event of a breach of warranty, Supplier shall repair and/or replace the defective Goods at no cost to Company (including, without limitation, shipping costs). Goods will not be considered in breach of this warranty if a defect is caused primarily by Company's improper installation, operation or maintenance.

6. **Delay.** Supplier shall deliver the Goods on the date(s) specified in the Order, during Company's normal business hours or as otherwise instructed by Company. Timely completion and delivery is a material term of the Order. Timely delivery is delivery of Goods, which conform to requirements of the Order, to the Delivery Point on or before the agreed delivery date. If Supplier is unable to make a timely delivery, it shall notify Company of the anticipated delay as soon as it learns of same, such notice becoming effective upon receipt by Company. Supplier's notice shall state the reasons for the delay and the anticipated date of delivery. If the delay (a) is not caused in whole or in part by the negligence or intentional fault of Supplier and (b) will not contribute to a delay in Company's schedule or otherwise cause damages to Company or any entity to whom Company is providing services, then Company may, but is not obligated to, agree to extend the date of delivery, without additional liability to Supplier, to the earlier of: (i) the anticipated date of delivery stated in Supplier's notice, or (ii) ten (10) business days after the original agreed delivery date. If delivery is not accomplished before the agreed delivery date, as such may be extended by these terms, then Supplier will be liable to Company for all direct damages caused by the delay.

7. **Rejection and Acceptance of Goods.** Company may reject any Goods that do not conform to the requirements of this Order and to return non-conforming Goods to Supplier at Supplier's expense. Company's acceptance or inspection of any Goods is not a waiver of any of Company's rights hereunder, at law or otherwise. Receipt of the Goods, acknowledgement of receipt of the Goods, or payment of Supplier's invoices does not constitute acceptance of the Goods.

8. **Invoicing.** Company shall pay all invoice amounts pursuant to the payment terms on the face of the Order upon receipt of undisputed invoice(s). Company and Supplier shall work together in good faith to resolve all invoice disputes. Each of the parties shall be responsible for the payment of all taxes, duties, levies, charges and contributions for which the respective party is liable as imposed by any appropriate government or regulatory authority ("**Tax**" or "**Taxes**") in connection with the Order. Taxes imposed on Company that Supplier is required to collect shall be separately stated and identified on each invoice issued by Supplier in compliance with appropriate tax laws or regulations. Company shall provide Supplier with exemption documentation as required by the applicable governmental authority where exemption from Taxes is claimed. For further clarification, Supplier will be responsible for paying its income taxes and any other taxes of any kind in any jurisdiction that might become payable in relation to the sale of goods. Company shall bear no responsibility for any income, gross margin, franchise, capital, net worth or other type of direct tax that may inure to Supplier as a result of the Order.

9. **Liens.** Supplier shall timely pay its subcontractors and vendors, and indemnifies and defends Company from and against all claims by third-parties and liens and encumbrances on Company's property related in any way to Supplier's performance of the Order.

10. **Changes.** Company may at any time make reasonable changes in any one or more of the following: (1) drawings, plans, designs and specifications; (2) quantities; (3) delivery schedule; or (4) place, manner or time of delivery. If any such change increases or decreases the cost of the Goods to be provided or results in an extension of the shipping schedule, Supplier shall give Company written notice stating the effect of such change within ten (10) days after receipt of the change request. No claim for an increase in price or schedule extension will be recognized unless such was authorized in advance and in writing by Company.

11. **Compliance.** Supplier shall comply with all applicable federal, state and local laws and regulations that affect the Order. All deliveries to Company's premises must be carried out in a safe manner, and Supplier shall comply with, and cause all other parties acting on Supplier's behalf to comply with all safety policies, rules and warnings communicated by Company.

12. **Insurance Requirements.**

(a) Supplier shall maintain at its own expense, the insurance coverage outlined herein with licensed, reputable and reliable insurers: i) **Workers' Compensation and/or Occupational Disease** coverage that fully complies with all applicable laws where activity related to this Order is performed, where Supplier's employees reside, and in all states where Supplier is domiciled. **As applicable**, coverage shall include an alternate employer's endorsement and voluntary compensation endorsement; ii) **Employer's Liability** coverage with limits of One Million Dollars (\$1,000,000) each accident, by disease each employee, and by disease policy limit; iii) **Commercial General Liability** coverage with a limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage arising out of or relating to Supplier's activities under this Order. The policy shall include coverage for, contractual liability, cross liability, severability of interests, products and completed operations; iv) **As applicable, Commercial Auto Liability** covering all vehicles used by Supplier under this Order with a combined single limit of Two Millions Dollars (\$2,000,000) for injury or death of one or more persons or damage to or destruction of property as a result of each accident; and v) **As applicable, All Risk Property Damage** insurance on a replacement cost basis covering loss of or damage to property owned by or in the care custody and control of the Supplier. Supplier shall ensure that each insurance policy hereunder: A) with exception of 12(a) i) and v) includes Company as additional insured; B) provides a waiver of insurers' rights of subrogation in favor of Company; and C) is written to respond on a primary and non-contributory basis. Insurance shall not be canceled without thirty (30) days' prior written notice to Company.

(b) Upon execution of this Agreement, and on an annual basis thereafter until this Agreement is terminated, Supplier shall provide to Company Certificate(s) of Insurance certifying Supplier's compliance with this Order. In the event of a reduction in Supplier insurance limits during the Term which may otherwise reduce the limits of insurance required to comply with this Order, the Supplier shall promptly provide Company with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Order. Company's acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Order. "Certificate Holder" shall be: Enbridge (U.S.) Inc. and U.S. affiliates.

(c) In the event Supplier fails to comply with insurance requirements under this Order, at its sole discretion, Company may, but shall not be obligated to, obtain such insurance for Company's sole benefit as Company deems necessary to address any failure on the part of the Supplier to obtain the insurance required pursuant to this Order. Any cost thereof shall be payable by the Supplier to Company on demand and Company may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to Supplier. No liability shall attach to Company for any decision on the part of Company to forego the purchase of additional insurance under this Section 12, nor does Company's decision not to purchase additional insurance pursuant to this Section 12 constitute a waiver, release or modification of the requirements under this Order, or constitute a

statement by Company that Supplier's insurance coverage at any time during the Term hereof is in compliance with the requirements under this Order.

(d) Company will not be responsible for any premiums, deductibles, self-insured retentions or any other costs for the insurance provided by Supplier in this Order.

**13. INDEMNITY. NOTWITHSTANDING ANYTHING ELSE IN THE ORDER TO THE CONTRARY, SUPPLIER SHALL INDEMNIFY, RELEASE, HOLD HARMLESS, AND DEFEND COMPANY, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS AND SUCCESSORS IN INTEREST FROM AND AGAINST ALL CLAIMS, DISPUTES, SUITS, COMPLAINTS, LIABILITIES, DAMAGES, AND EXPENSES OF WHATEVER NATURE (including, without limitation, attorneys' fees), INCLUDING, WITHOUT LIMITATION, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY, RESULTING FROM OR IN ANY WAY CONNECTED WITH SUPPLIER'S PERFORMANCE OF THE ORDER, EXCEPT THAT THE OBLIGATIONS HEREUNDER DO NOT APPLY TO COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.**

**14. Intellectual Property Warranty and Indemnity.** Supplier warrants that the Goods and the related services do not infringe or misappropriate any letters patent, trademark or copyright or any other intellectual property rights of any third party. **Supplier shall release, indemnify, save harmless and defend Company from and against all claims, liabilities, damages, and expenses (including, without limitation, attorneys' fees) arising in favor of any person or entity and based on misappropriation of trade secrets, infringement or claim of infringement of a patent, trademark, trade name, copyright or other proprietary right in the Goods provided by Supplier, except to the extent directly caused by specifications expressly provided by Company.**

**15. Intellectual Property Ownership and License.** All ideas, concepts, drawings and similar items created by Supplier in connection with the performance of the Order shall be the property of Company and shall be immediately delivered by Supplier to Company, with all compensation to Supplier for such ideas, concepts, drawings and similar items being included in the price(s) stated in the Order. Supplier grants to Company a non-exclusive, royalty-free, transferable, irrevocable license under all foreign and domestic patents now or hereafter owned by Supplier to use (for any purpose) and sell the Goods purchased under the Order.

**16. Confidentiality.** Both Company and Supplier, on behalf of themselves and their employees, agree that any ideas, concepts, or proprietary information received from the other in connection with the performance of the Order will not be disclosed to third persons except to the extent necessary for the proper performance of the Order.

**17. Termination for Cause.** Company may terminate all or any part of the Order for: (i) Supplier's failure to make deliveries by the date(s) specified; (ii) Supplier's breach of any of the terms hereof, including, without limitation, the warranties of Supplier; (iii) change in price of the Goods; (iv) Supplier's failure to provide adequate assurance of its ability to meet quality standards; (v) Supplier's failure to make progress on any Goods so as to endanger performance of the Order; or (vi) in the event of any proceeding by or against Supplier in bankruptcy or insolvency or for the appointment of a receiver or trustee or an assignment for the benefit of creditors. Upon termination for cause, Company shall provide written notice of termination and have no further obligation to Supplier. Upon receipt of notice of termination, Supplier shall discontinue all work pertaining to the Order and use its best efforts to mitigate additional costs resulting from the termination. Supplier shall preserve and protect materials in supply, work in progress, and finished work, the disposition of which shall be as directed by Company. Supplier is not entitled to any prospective profits or damages.

**18. Termination for Convenience.** Company may terminate all or any part of the Order for convenience upon written notice to Supplier. Company shall accept and pay for materials in supply, work in progress and finished work, as well as reasonable additional costs caused by the termination. Supplier is not entitled to any prospective profits or damages. In no event will the total amount paid to Supplier under a terminated Order exceed the original value of the Order.

**19. Notice.** All notices, consents and requests hereunder must be in writing and served by personal service, by mail or by e-mail to the address of the receiving Party set forth on the face of this Order (or such different address as may be designated by such Party in a notice to the other Party, from time to time). Notices, consents and requests served by personal service shall be deemed served when delivered. Notices, consents and requests served by mail must be sent by registered mail, return receipt requested, and shall be deemed served 10 business days after mailing. Notices, consents and requests served by e-mail shall be deemed served on the date of sending, provided: (i) no incomplete or bounce-back error transmission is received by the sending Party; and (ii) if such day is not a business day or if the notice or communication is received after 5:00 PM (at the place of receipt) on any business day, the notice or communication shall be deemed to have been sent and received on the immediately following business day.



20. **Independent Contractor.** Supplier is an independent contractor in all respects pertaining to its performance of the Order.

21. **Waiver.** Waiver by Company of any provision hereof shall not constitute a continuing waiver or a waiver of any other provision, nor shall it affect in any manner any right or remedy to which Company is entitled for any breach or default by Supplier, whether or not similar.

22. **Remedies Cumulative.** All rights and remedies reserved under the Order and these Terms shall be cumulative and in addition to any further rights and remedies provided in law or equity.

23. **Assignment.** Supplier shall not assign or transfer any right or obligation under the Order without Company's prior written consent.

24. **Venue, Choice of Law and Jury Trial Waiver.** The Order shall be governed by and construed in accordance with the laws of Texas, without reference to its conflict of laws rules or principles. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts of Texas seated in Harris County for the interpretation and enforcement of this Order, and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of either party. A final judgment on any such dispute, as to which all appeals, if any, have been exhausted, shall be conclusive and may be enforced in other jurisdictions in any manner provided by law. EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS ORDER.

25. **Set Off.** Company may set-off and deduct from any amounts payable to Supplier any amounts owing by Supplier to Company pursuant to this Order or any other agreement between Supplier and Company. The failure by Company to set-off or deduct any amount from an invoiced payment will not constitute a waiver of Company's right to set-off, deduct or collect such amount.

26. **Severability.** If any provision of this Agreement is finally determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.

27. **Survival.** The provisions of this Order which are intended to extend beyond its termination, including the liability, indemnity, compliance, warranty, intellectual property and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Order, will survive termination to the extent necessary to effect the intent of the parties and enforce such rights and obligations.

28. **Audit.** Company and its authorized representatives shall have the right to audit all costs and records of Supplier (and any subcontractors retained by Supplier) related solely to performance of this Order, upon fifteen (15) days' written notice to Supplier (or subcontractor), including access to Supplier's (and subcontractor's) books, records and documentation supporting all billed amounts. This right to audit shall remain in effect for a period of one year from the date the Goods are accepted by Company. Company through its employees or agents shall have reasonable access to Supplier's facilities and during normal business hours at all times to observe and inspect the fabrication, manufacturing, assembly, coating, testing, loading, transportation and stockpiling of the Goods. Supplier will respond to such information requests as Company may reasonably request in connection with such inspection and observation. Each party agrees, while at the other's facilities, to comply with all applicable federal, state and local laws and to observe such safety rules as that party may prescribe for the protection of personnel and property.

29. **Interpretation.** Headings used herein are for the convenience of reference only and shall not be considered in construing or interpreting this Agreement. The words "herein", "hereunder", "hereof" and other similar words refer to this Order as a whole and not to any particular paragraph or part of the Order. "Includes", "including" and similar terms shall mean "including (or includes, as applicable) without limitation".

30. **Counterparts.** This Order, and any amendment, supplement or schedule to this Order, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of counterparts of a document of this Order may be provided by fax or other electronic means, including email delivery.

**[END OF TERMS AND CONDITIONS]**

# **EXHIBIT 7**



P. O. Box 347 • 980N CR 610 E. • Tuscola, IL 61953 • P: 217.253.3371 • F: 217.253.2834

7/21/2020

Enbridge  
890 Winter Street,  
Suite 300  
Waltham, MA 02451

Attn: John Heintz

Subject: Weymouth Fuel Gas System, Turbine Exhaust/Intake

Mr. Heintz,

J.L. Allen Services, Inc. is pleased to have the opportunity to present this proposal for the installation of the following items:

1. Installation of complete fuel gas system civil, mechanical, electrical, painting/coating, and insulation. \$198,823.00
2. Installation of complete turbine air intake system civil and mechanical \$306,405.80
3. Installation of complete turbine exhaust system civil, mechanical, insulation \$516,075.00

Total estimated cost is \$1,021,303.80

Please note: This estimate excludes procurement of all piping materials, compressor/ancillary equipment and buildings, and substation structures/equipment/buildings.

Respectfully,

Rob Birchenough  
President  
J.L. Allen Services, Inc.