

## **I. Indemnification.**

1. Enbridge shall defend, indemnify, protect, and hold harmless Dane County, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively the “County”) from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature, including, without limitation, reasonable attorneys’ fees (collectively a “Claim”) arising out of or resulting from the negligent or intentionally wrongful acts or omissions of Enbridge, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to Enbridge’s use of or installation of facilities governed by the Conditional Use Permit (“CUP”).
2. The County shall notify Enbridge promptly in writing of any such Claim and the method and means proposed by the County for defending or satisfying such Claim. The County shall cooperate with Enbridge in every reasonable way to facilitate the defense of any such Claim. The County shall consult with Enbridge respecting the defense and satisfaction of such Claim.
3. The County shall not settle any Claim subject to indemnification under this Section without the advance written consent of Enbridge, which consent shall not be unreasonably withheld. Enbridge shall have the right to defend or settle, at its own expense, any Claim against the County for which Enbridge is responsible hereunder.
4. Nothing in this section shall impair any liability protection afforded the County pursuant to a claim of governmental immunity or limitation of damages under Wis. Stat. § 893.80 or any other laws, and any acknowledgement or concession of, or stipulation to, liability by the County shall be null and void where governmental immunity or limitation of damages would otherwise exist.

## **II. Insurance.**

1. Enbridge shall maintain the insurance required by this Section, which is understood to be part of Enbridge’s overall enterprise coverage programs. If any insurance is written with a deductible or self-insured retention, Enbridge shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of Enbridge’s duty to indemnify the County as required hereunder. The insurance that shall be maintained shall be:
  - (A) Workers Compensation Insurance in accordance with all applicable statutes of the State of Wisconsin. Coverage shall include Employers’ Liability Coverage.
  - (B) Commercial General Liability (“CGL”) Insurance with limits of liability not less than \$100,000,000 for claims made for Bodily Injury and Personal Injury, and \$100,000,000 for claims made for Property Damage. The CGL Insurance will be part of Enbridge’s overall policy limits and not a separate policy or coverage limit dedicated to the Waterloo Pump Station or the portion of Line 61 in Dane County. Coverage shall include the following:

- (i) Contractual Liability
- (ii) Products and Completed Operations
- (iii) Contractors Protective Coverage
- (iv) Broad Form General Liability Extensions or Equivalent
- (v) Sudden and Accidental Pollution

(C) Motor Vehicle Liability Coverage for all vehicles used by Enbridge in furtherance of the CUP. Limits of liability shall not be less than \$1,000,000 for claims made for combined single limit Bodily Injury and Property Damage.

2. CGL Insurance as described above shall name the County as an additional insured and it will not be canceled by Enbridge until thirty (30) days after receipt by the County, by certified or registered mail, of a written notice of an intention to cancel or not renew. Said notice shall be sent to: Dane County, 210 Martin Luther King, Jr. Blvd., Madison, WI 53703.

3. At the request of the County, Enbridge shall provide certificates showing that Enbridge has the insurance coverage required hereunder; said insurance requirement may be waived if the County, based on a reasonable showing by Enbridge, concludes that Enbridge can provide the County with protection of a similar value by other means. Any waiver by the County must be in writing.