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November 21st, 2007

VIA COURIER

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

**Re: Enbridge Gas Distribution Inc. ("Enbridge")
Tecumseh Storage Enhancement Project
EB-2007-0888 Sombra Transmission Extension
EB-2007-0889 Vector Tie-in
EB-2007-0890 Ladysmith Loop**

Enclosed please find two paper copies of each of the above noted Leave to Construct Applications. These Applications are three of the four Applications that comprise the Tecumseh Storage Enhancement Project.

If you have any questions, please contact the undersigned.

Yours truly,

A handwritten signature in blue ink that reads 'Robert Rowe'.

Robert Rowe

Attachment

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A – GENERAL

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Description</u>
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		2	List of Interested Parties
	3	1	Project Description and Justification - Tecumseh Storage Enhancement Project
		2	Project Description - Vector Tie-In

B – ROUTING AND ENVIRONMENTAL

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Description</u>
<u>B</u>	1	1	Route Description
		2	Alternative Routes
	2	1	Environmental Implementation Plan
		2	Environmental Screening Report

C – FACILITIES

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		3	Negotiations to Date
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		5	Form of Agreement to Grant and Easement Agreement
		4	Temporary Working Area Agreement

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15 (Schedule B);

AND IN THE MATTER OF an application by Enbridge Gas Distribution Inc. for an order granting leave to construct a natural gas transmission line and related facilities in the Geographic Township of Sombra, in the Township of St. Clair, in the County of Lambton.

APPLICATION

1. The Applicant, Enbridge Gas Distribution Inc. ("EGD" or "Enbridge"), is an Ontario corporation with its head office in the City of Toronto. It carries on the business of selling, distributing, transmitting and storing natural gas within Ontario.
2. The Vector Tie-In is one of four Leave to Construct Applications comprising the Tecumseh Storage Enhancement Project. The overall project is fully described, including timing and justification information, in Exhibit A, Tab 3 Schedule 1. The remaining three projects are the 16" Sombra Line Extension (EB-2007-0888), the Ladysmith Loop (EB-2007-0890) and the Storage Infill Drilling Project (EB-2007-0891, not yet filed).

3. All costs associated with the Tecumseh Storage Enhancement Project are being captured in the unregulated accounts. As such, Enbridge is not seeking a finding from the Ontario Energy Board (the "Board") related to the financial feasibility of these projects.
4. In this Application, EGD is applying for leave to construct approximately 0.8 km of NPS 16 steel pipeline ("Vector Tie-In") with a maximum operating pressure of 1,000 psig (6 900 kPa). The Vector Tie-In will connect into the Sombra Station and is required to deliver to and take away gas from the Vector Pipeline Limited Partnership ("Vector") pipeline within a normal pressure range of between 650 to 750 psig (4 480 to 5 170 kPa).
5. The proposed route for the Vector Tie-In pipeline travels across one privately owned property, owned by Mr. Ross Alfred Bradshaw. The proposed route is described at Exhibit B, Tab 2, Schedule 3. The Southerly end point of the preferred route is located in a 4.43 hectare Compressor Site owned by EGD in Lot 23, Concession 13, in the Geographic Township of Sombra, in the Township of St. Clair, in the County of Lambton. The proposed route exits the EGD Compressor Site at its Northwest corner and then proceeds north along the East side of and parallel with the dividing line between Lots 22 and 23, Concession 13, for the Geographic Township of Sombra, in the Township of St. Clair, in the County of Lambton to the point where the pipeline meets the tie-in point located at the NPS 42 Vector pipeline.

6. The route and location for the proposed facilities associated with the Vector Tie-In were selected by way of consultation with Mr. Bradshaw and an Enbridge Environmental Specialist.
7. The construction is scheduled to occur during March and April 2008.
8. Enbridge hereby applies to the Board:
 - (i) pursuant to section 90 of the *Ontario Energy Board Act, 1998*, S.O. 1998, c-15, Sched. B., for an order granting leave to construct the proposed works; and,
 - (ii) pursuant to section 97 of the *Ontario Energy Board Act, 1998*, S.O. 1998, c-15, Sched. B approval of the form of easement agreement offered to the landowner and found in Exhibit D, Tab 1, Schedule 5 herein.
9. Enbridge requests the Board exercise its jurisdiction pursuant to Rule 34 of the Rules of Practice and Procedure to dispose of this Application by way of written hearing. Enbridge further requests the Board dispose of this Application as soon as practicable so that, should leave be granted, construction may commence as early as March 2008.
10. The list of interested parties includes: Mr. Ross Bradshaw, TransCanada Pipelines Limited, Centra Gas Ontario Inc., St. Clair Region Conservation Authority and Vector Pipeline Limited Partnership.
11. Enbridge requests that copies of all documents filed with the Board in connection with this proceeding be served on it and on its counsel, as follows:

- (a) The Applicant: Patrick Hoey
Director, Regulatory Affairs
Enbridge Gas Distribution Inc.
- Address for personal service: 500 Consumers Road
Toronto, Ontario
M2J 1P8
- Mailing Address: P. O. Box 650
Scarborough, Ontario
M1K 5E3
- Telephone: (416) 495-5555
Fax: (416) 495-6072
E-Mail: patrick.hoey@enbridge.com
- (b) The Applicant's counsel: Scott Stoll
Aird & Berlis LLP
- Address for personal service
and mailing address: Suite 1800, Box 754
Brookfield Place
181 Bay Street
Toronto, Ontario
M5J 2T9
- Telephone: (416) 865-4703
Fax: (416) 863-1515
E-Mail: ssoll@airdberlis.com

DATED November 20, 2007 at Toronto, Ontario.

ENBRIDGE GAS DISTRIBUTION INC.
By its counsel

AIRD & BERLIS LLP



Scott Stoll

INTERESTED PARTIES

<p>TransCanada Pipelines Limited 450 – 1st Street Southwest PO Box 1000, Station “M” Calgary, Alberta T2P 4K5</p> <p>Att: Alex Osborne Tell: 403-538-3263</p>	<p>National Trust Company Limited c/o ScotiaBank 61 Front Streeet, West, 4th Floor Toronto, ON M5J 1E5</p> <p>Att: Harry Manttari Tel: 416-933-2378</p>
<p>Centra Gas Ontario Inc. c/o Union Gas Limited 50 Keil Drive North Chatham, ON N7M 5M1</p> <p>Att: Bev Wilton Tel: 519-436-4600 ext. 5403</p>	<p>St. Clair Region Conservation Authority 205 Mill Pond Crescent Strathroy, ON N7G 2P9</p> <p>Att: Patricia Hayman Tel: 519-245-3710</p>
<p>Enbridge 3595 Tecumseh Road Mooretown, ON N0N 1M0</p> <p>Att: Terry Chupa Tel: 519-862-6008</p>	<p>Ross Bradshaw 2021 McCallum Line Wilkesport, ON N0P 2R0</p> <p>Tel: 519-864-1318</p>

PROJECT DESCRIPTION AND JUSTIFICATION

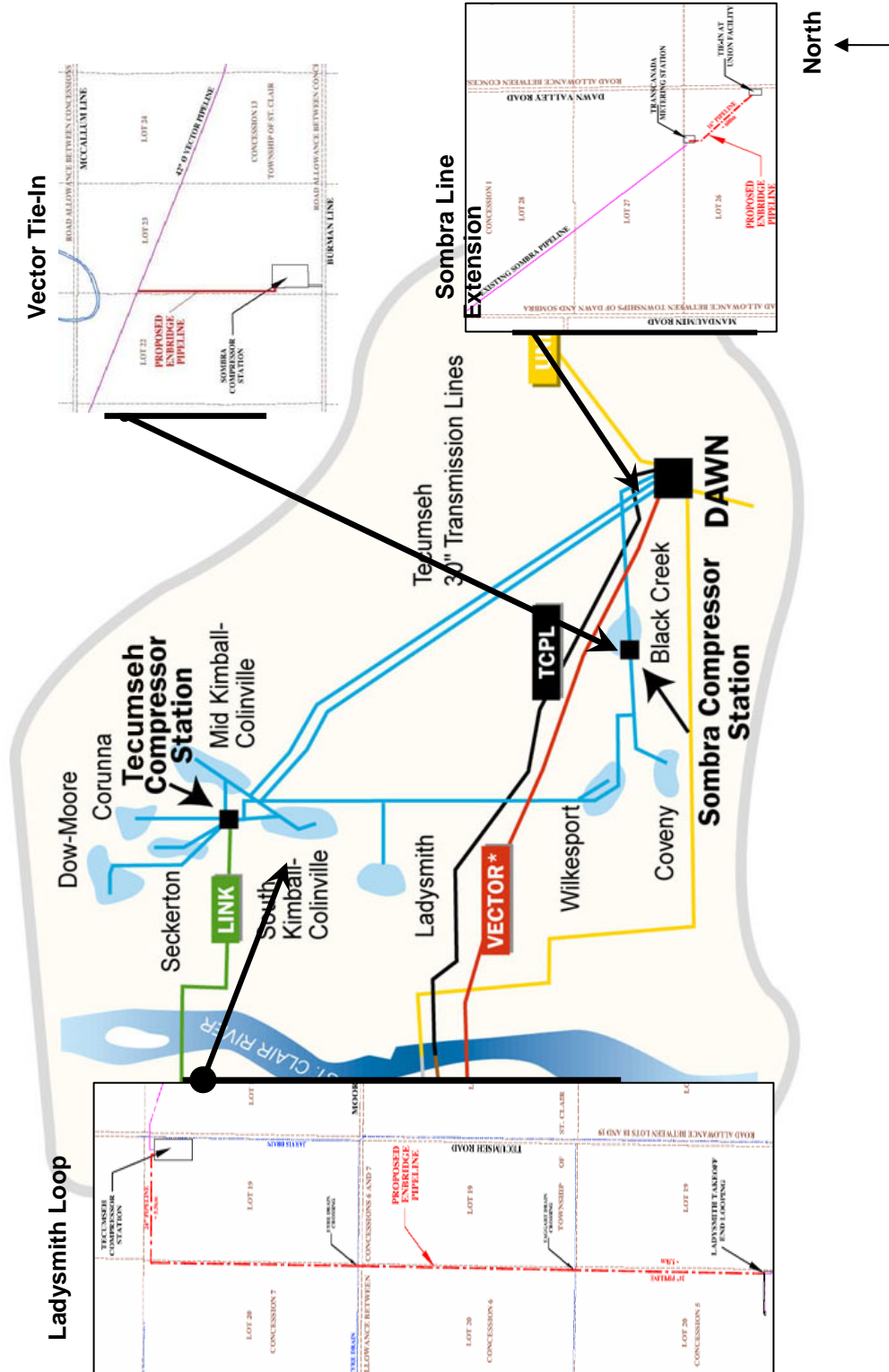
1. Enbridge Gas Distribution Inc. ("EGD" or the "Company") is filing a series of Leave to Construct applications which together make up the Tecumseh Storage Enhancement Project. The Tecumseh Storage Enhancement Project described in these applications is required to meet a demand for high deliverability storage services in Ontario. The high deliverability storage services which are provided by these projects will be used to meet the needs of power generators and marketers in Ontario. These services are being made available due to the Ontario Energy Board's (the "Board") decision in EB-2005-0551 Natural Gas Electricity Interface Review ("NGEIR"), which recognized a market need for high deliverability services.
2. The need for these high deliverability storage services arises from recent market demands, including the needs of gas-fired generators. These market demands were highlighted in the Board's NGEIR proceeding. In this proceeding the Board investigated; a) more frequent nomination windows as a service to gas-fired generators; b) firm high deliverability from storage as a service to gas-fired generators; and, c) whether to refrain in whole or in part from regulating the rates charged for the storage of gas in Ontario.
3. In the November 7, 2006 NGEIR Decision, the Board recognized the need for new high deliverability storage services, but indicated that it would refrain from regulating these new services. As a result, the new high deliverability storage services facilitated by the Tecumseh Storage Enhancement Project will be unregulated in accordance with the NGEIR Decision that stated "The Board will refrain from regulating the rates for new storage services, including Enbridge's high deliverability service from the Tecumseh Storage Enhancement Project".¹

1. Ontario Energy Board, EB-2005-0551 Decision, pg.79

4. EGD's new high deliverability storage service will support the balancing needs of gas fired generators of electricity. It is EGD's intent that the high deliverability storage service will be available for gas fired generation facilities currently under construction and due to be on-line in 2008. Timely development of the pipeline facilities that are part of the Tecumseh Storage Enhancement Project is critical to ensure the in-service dates for the high deliverability contracts can be achieved. EGD has signed contracts to accept high deliverability gas beginning in spring 2008 from various contracted parties at the following delivery and receipt points; Union Gas Limited (Dawn), TransCanada Pipeline Limited ("TCPL"), Niagara Gas Transmission Limited Link Pipeline ("Niagara Link") and Vector Pipeline Limited Partnership ("Vector")
5. EGD's proposed new high deliverability storage service was offered to the market in an open season process which was announced on November 28, 2006. The deliverability and injection services offered were up to 212,460 GJ/d (approximately 200 mmcf/d) which could be ratcheted or unratcheted injection and withdrawal service. In addition, the Company was offering multiple receipt and delivery points (TransCanada Dawn, Union Dawn, Vector and Niagara Link) as part of this open season. Also in this open season, bidders could elect to bid for enhanced nomination windows which would match the Union Gas Limited. offering of 13 total nomination windows which was discussed in the NGEIR proceeding. The open season closed with all interested bidders returning confidential bids to EGD by December 22, 2006.
6. EGD reviewed the bids and awarded capacity to the successful bidders on January 26, 2007. Contract negotiations were then finalized and contracts were executed with the successful bidders. The final capacity awarded through the open season was approximately 2,900,000 GJ (2.7 Bcf) and the deliverability awarded through the open season remains 212,416 GJ/d (200 mmcf/d.)

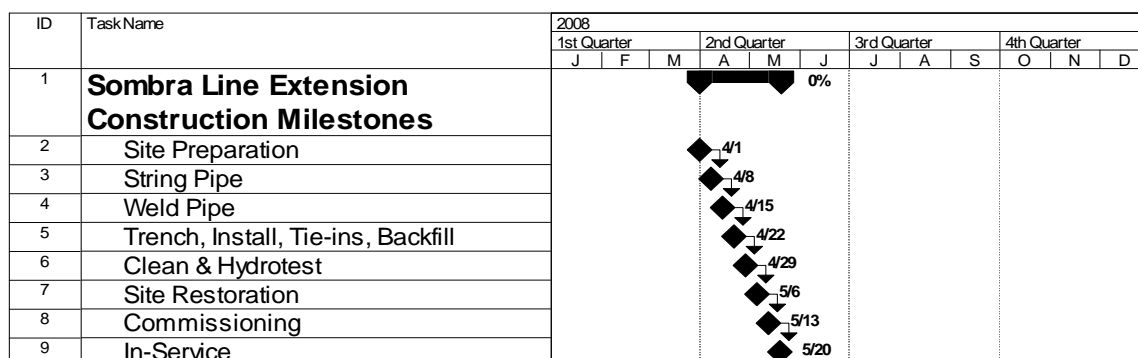
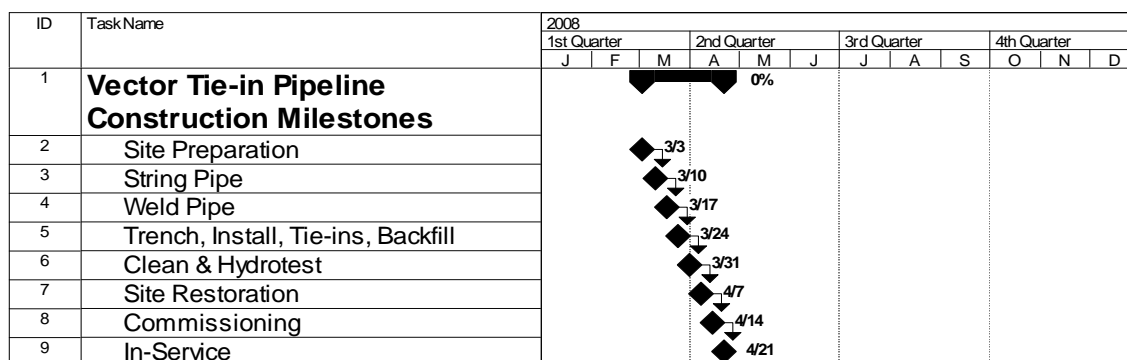
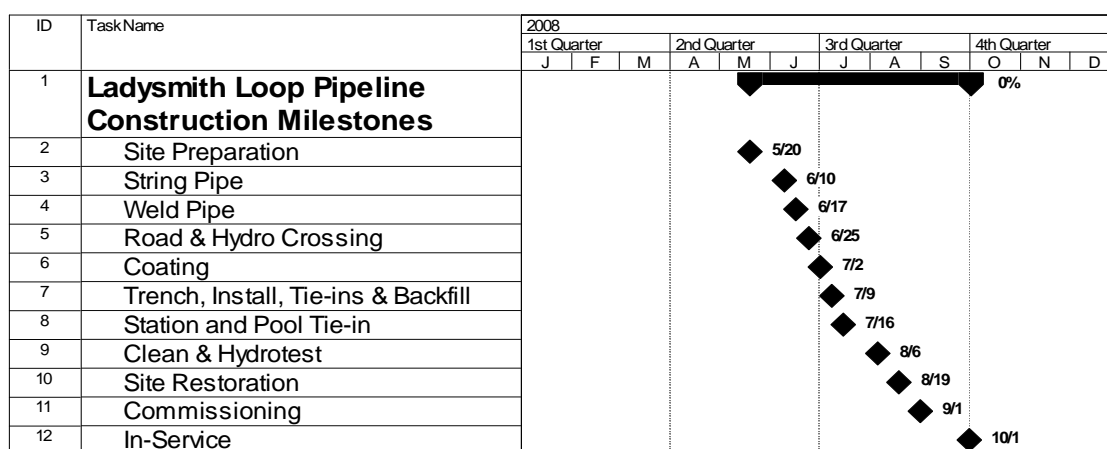
7. The Tecumseh Storage Enhancement Project, which will enable EGD to offer this new high deliverability storage service, is comprised of four distinct Leave to Construct Applications.
8. Three pipelines segments are being proposed as part of the Tecumseh Storage Enhancement Project and together will enable a high deliverability storage service made up of 2,900,000 GJ of new, incremental storage and 212,460 GJ/day in deliverability. The three pipeline segments being proposed will be addressed under separate docket numbers; a) Vector Tie-In (Docket # EB-2007-0889), b) Sombra Line Extension (Docket # EB-2007-0888) and c) The Ladysmith Loop (Docket # EB-2007-0890). Each of these segments is a standalone pipeline functioning independently of one another but once incorporated into the Tecumseh storage system will provide the majority of the overall enhancement to storage deliverability.
9. A fourth application titled Storage Infill Drilling Project (Docket # EB-2007-0891) requesting leave to construct storage wells will represent the last component of EGD's Tecumseh Storage Enhancement Project. The infill drilling project schedule is longer relative to the pipeline projects because it includes reservoir modeling and development as well as well drilling and construction. As a result of the longer timeline, this application is targeted to be filed in the first quarter of 2008. Similar to the pipelines included in the enhancement project, the proposed storage wells will function independently but will serve as another contributing element to the overall enhancement of EGD's storage deliverability.
10. Figure 1, on the next page, shows a summary the proposed build program for the various components of the Tecumseh Storage Enhancement Project.

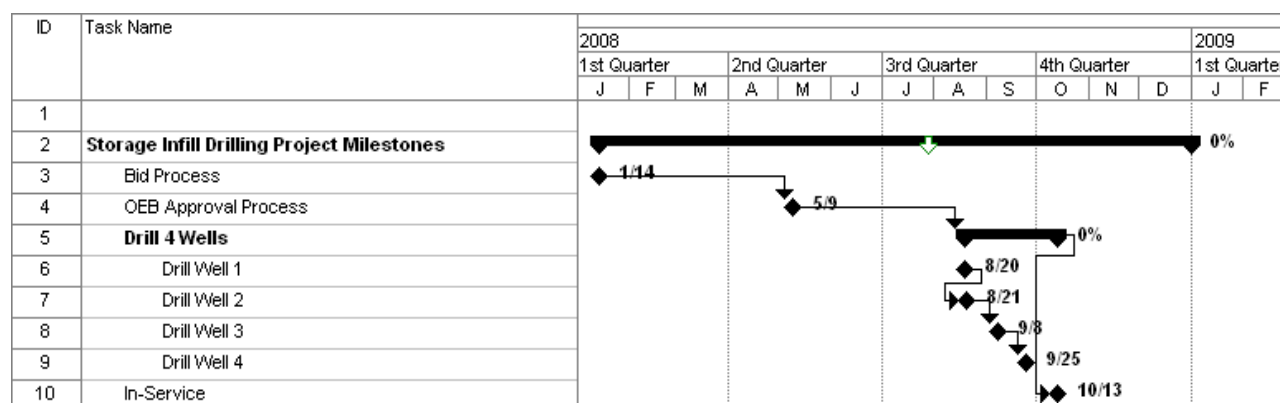
Figure 1. Summary of Proposed Build Program



11. Figure 2, set out below provides the project schedules for the various components of the Tecumseh Storage Enhancement Project.

Figure 2. Project Milestone Schedules





12. Consultations with affected landowners and the public have taken place with regards to the three pipeline projects, the Vector tie-in, Sombra pipeline extension and the Ladysmith Loop, mentioned above. The form of the consultations has been different for the various projects.

13. For the Ladysmith Loop project a public consultation was part of the Environmental Assessment conducted by Stantec Consulting Limited, see Exhibit B, Tab 2, Schedule 3 for reference. This consultation included a Public Open House on March 21, 2007 where details of the project were made available to interested parties. As part of the Environmental Assessment for the Ladysmith Loop, Indian and Northern Affairs Canada was contacted regarding the status of lands within the Study Area for the assessment. Indian and Northern Affairs Canada had been sent a letter to notify them of the public open house which took place.

14. Contact has been made with and information was sent by EGD personnel to the offices of the Bkwejwanong Territory (Walpole Island) and to the Chippewas of

Aamjiwnaang (Sarnia). This package of information included general information of the projects and copies of the Environmental Assessment for the Ladysmith Loop project and the environmental screenings for the Vector tie-in and Sombra pipeline extension. Invitations have been sent as part of the package to both groups, to meet with EGD personnel to discuss any aspects of these projects. Contact with the Bkwejwanong Territory and to the Chippewas of Aamjiwnaang will again take place associated with the environmental assessment for the Storage Infill Drilling project when the well locations are known.

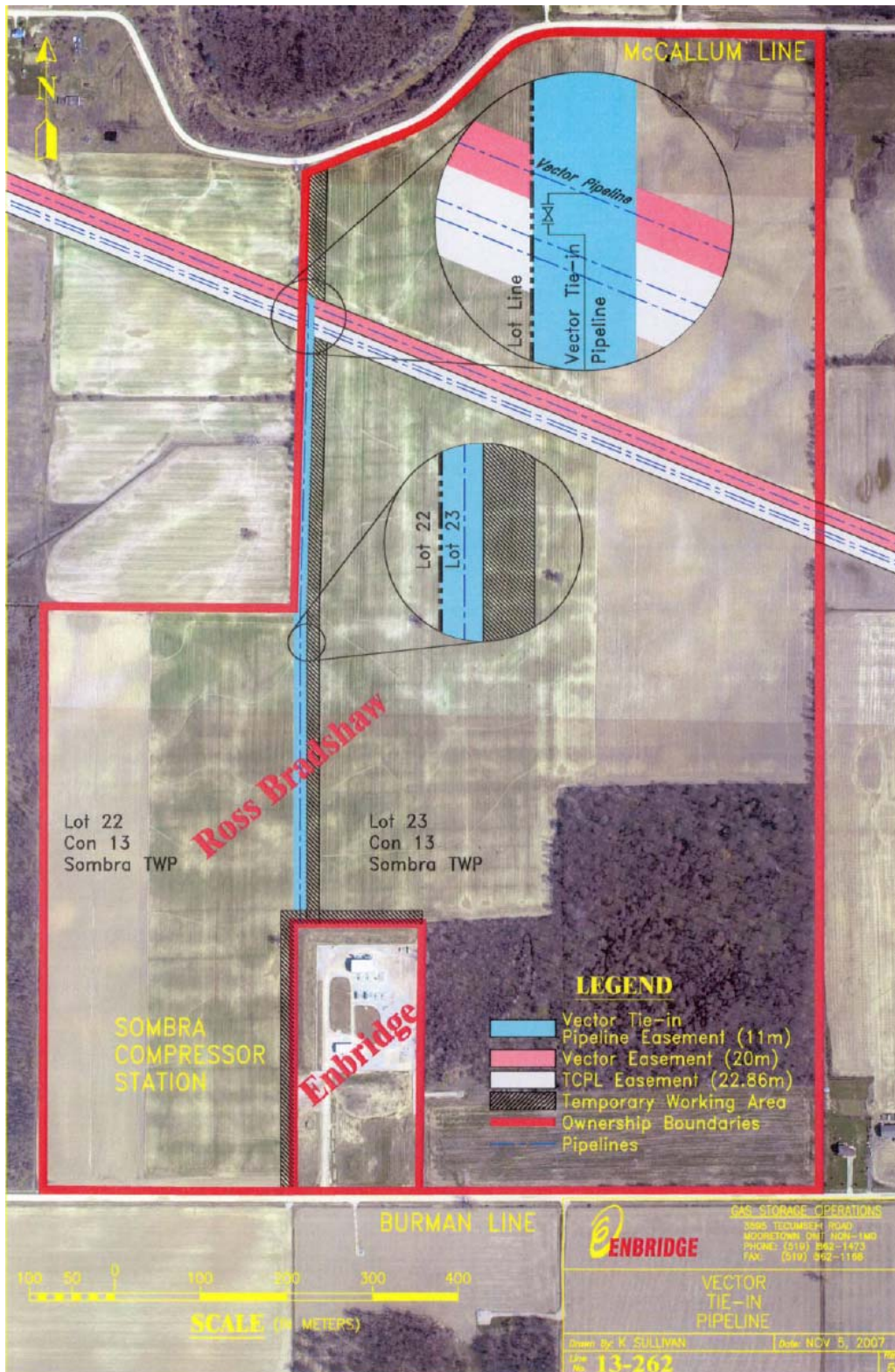
15. For the Vector tie-in and the Sombra pipeline extensions, a Public Open House was not held due to the short length of the pipelines (800 metres and 340 metres) and the very small number of landowners affected. There is only one affected land-owner for the Vector tie-in project and no identifiable environmental concerns with the route (see Environmental Screening Report at Exhibit B, Tab 2, Schedule 2 in EB-2007-0889). There are two landowners (Union Gas Limited and TransCanada Pipelines Limited) for the Sombra Pipeline Extension, and no other landowners. In addition, there are no identifiable environmental concerns with the Sombra pipeline route (see Environmental Screening Report at Exhibit B, Tab 2, Schedule 2 in EB-2007-0888). Meetings and consultations have been held with the affected landowners for these projects and there are no outstanding concerns.
16. Public consultations will be undertaken in connection with the application to be made for the Storage Infill Drilling project, but these consultations have not yet taken place as the well drilling locations are not finalized at this time. Contact with the Bkwejwanong Territory and to the Chippewas of Aamjiwnaang will again take place as part of the public consultations for the Storage Infill Drilling project.
17. Consistent with the NGEIR Decision, these projects that make up the Tecumseh Storage Enhancement Project are being funded by EGD's shareholders and will not

become part of EGD's rate base. All costs associated with these projects are being captured in the unregulated accounts and no costs of the project are charged to regulated utility accounts. As such, these Applications do not include an economic feasibility analysis and the Company is not seeking a finding from the Board related to the financial feasibility to these projects. These unregulated services will have no impact on the regulated utility storage service which the Company currently provides.

PROJECT DESCRIPTION

1. The Vector Tie-In is one of four Leave to Construct Applications comprising the Tecumseh Storage Enhancement Project. The overall project is fully described, including timing and justification information, in Exhibit A, Tab 3 Schedule 1.
2. In this Application, EGD is applying for leave to construct approximately 0.8 km of NPS 16 steel pipeline ("Vector Tie-In") with a maximum operating pressure of 1 000 psig (6 900 kPa). The Vector Tie-In will connect into the Sombra Station and is required to deliver and take away gas within a normal pressure range of between 650 to 750 psig (4 480 to 5 170 kPa) to the Vector pipeline. The need for and nature of this pipeline is discussed at Exhibit A, Tab 3, Schedule 1, under the heading "Project Description and Justification".
3. The proposed route for the Vector Tie-In pipeline travels across one privately owned property, owned by Mr. Ross Alfred Bradshaw. The route and location for the proposed facilities associated with the Vector Tie-In were selected by way of a consultation process with the landowner and an EGD Environmental Specialist. The intent of the routing was to minimize the impact to the landowner without causing any additional environmental impact. Due to the short length of the proposed pipeline, the environmental evaluation of the selected route was reviewed with the use of an Environmental Screening. The Environmental Screening was completed by an EGD Environmental Specialist and there were no identifiable environmental concerns with the route. Details on the route selection and the Environmental Screening of the proposed route for the facilities are included in Exhibit B, Tab 2, Schedule 2.

4. Aerial View of the Vector Tie-In Pipeline Route:



5. EGD has reached an agreement for the pipeline easement with Mr. Bradshaw on the proposed Vector Tie-In pipeline. Mr. Bradshaw has signed an Agreement to Grant Easement for the proposed pipeline route.

ROUTE DESCRIPTION

1. The proposed route is shown in the aerial photograph which can be found in Exhibit A, Tab 2, Schedule 3, pg 2. The Southerly end point of the preferred route is located in a 4.43 hectare (10.93 acre) Compressor Site owned by EGD in Lot 23, Concession 13, for the Geographic Township of Sombra, in the Township of St. Clair, in the County of Lambton.
2. The proposed route exits the EGD Compressor Site at its Northwest corner and then proceeds north along the East side of and parallel with the dividing line between Lots 22 and 23, Concession 13, for the Geographic Township of Sombra, in the Township of St. Clair, in the County of Lambton to the point where the pipeline meets the tie-in point located at the Vector NPS 42 Pipeline.
3. The pipeline route follows the existing lot line, affects only one private landowner and requires the crossing of two NPS 36 TCPL pipelines.

ALTERNATIVE ROUTES

1. Due to the short distance of the proposed route for the Vector Tie-In Pipeline, the concurrence of Mr. Bradshaw with the route, as well as the fact that there are no identifiable environmental concerns from the proposed route, no alternate routes were considered.

ENVIRONMENTAL IMPLEMENTATION PLAN

1. Construction will be conducted in accordance with the EGD Contract Specifications, the Environmental Management Manual for Environmental Protection during Pipeline Construction, and the recommendations in the Environmental Screening Report for the proposed Vector Tie-In pipeline as shown in Exhibit B, Tab 2, Schedule 2. Any additional requirements resulting from the final permitting, or the Ontario Energy Board's (the "Board") Conditions of Approval will be incorporated into the Environmental Implementation Plan where necessary.
2. The Environmental Implementation Plan will incorporate recommended mitigation measures for the environmental issues associated with the proposed works and will be communicated to the construction contractor prior to the start of construction. A qualified Environmental Inspector will be available to assist the Project Manager in ensuring that environmental conditions contained in the Board's Conditions of Approval are followed and that commitments made to the public, landowner, and agencies are honoured. The Environmental Inspector and Project Manager will also ensure that in the event that any unforeseen environmental circumstances arise before or during construction are appropriately addressed.
3. Through the use of the procedures outlined above, it is expected that environmental impacts resulting from construction of the Vector Tie-In Pipeline will be negligible.

ENBRIDGE GAS DISTRIBUTION INC.
Proposed Vector Tie-In at Sombra Compressor Station
Environmental Screening Report

May 2007

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Appendix A:

Photographs of Proposed Pipeline Route

1.0 INTRODUCTION

1.1 Description and Purpose of the Proposed Pipeline

The proposed Vector Tie-In will connect Enbridge Gas Distribution Inc's (Enbridge) existing Sombra Compressor Station (Sombra) to the existing Nominal Pipe Size (NPS) 42 (42 inch), 1067-millimeter diameter Vector Pipeline, owned and operated by Vector Pipeline Limited Partnership. The proposed NPS 16 (406-millimeter) pipeline will be approximately 800 meters (m) in length and will be located northeast of Burman Line and Pretty Road. The proposed pipeline will be located entirely within Concession 13 Lot 23 of St. Clair Township (geographic township of Sombra) in Lambton County.

The tie-in location for the pipeline is the existing Vector Pipeline, and terminates in the vicinity of the northwest corner of Enbridge's Sombra facilities. This proposed pipeline requires a 11.0 m wide permanent and a 10.0 m temporary (working) easement.

1.2 Definition of Study Area

The study corridor for the environmental screening extended 120 m from either side of the center line of the proposed pipeline. Features adjacent to the study area, such as the Physical, Natural and Socio-Economic were identified. Photographs of the proposed take-off point and easement are shown in Appendix A.

1.3 Report Objectives

The purpose of this Environmental Screening is to:

- identify the environmental issues associated with the proposed tie-in pipeline route; and
- determine the mitigation and/or restorative techniques required preventing or reducing any potential negative impacts and to enhance any positive effects on the environment caused by the proposed pipeline.

The Environmental Screening for this project was prepared following generally accepted principles of "Environmental Screening Principles for Distribution System Expansion Projects by Ontario Natural Gas Utilities, as outlined in the Ontario Energy Board's ("OEB") E.B.O. 188 Report.

The Environmental Screening report also refers to Enbridge's generic planning and construction manuals, which are the Construction Manual, the Planning, Design and Records Manual, and Reference Manual for the Environmental Screening Checklist.

1.4 Approval Process and Regulatory Requirements

This pipeline is being planned in accordance with Ontario Energy Board (OEB) regulations.

The OEB requires that the level of environmental planning, documentation and reporting applied by the utilities for distribution system expansion projects be determined by the potential environmental impacts associated with each project.

2.0 ENVIRONMENTAL SCREENING AND MITIGATION MEASURES

For each physical, natural or socio-economical feature identified below, the following information is provided:

- A description of the features within the proposed easement from the tie-in at the NPS 42 to the end of the NPS 16 at Enbridge's Sombra facilities;
- If necessary, comments on how the pipeline alignment is proposed to be modified to mitigate potential impacts on the features described; and,
- If necessary, other measures to mitigate potential impacts on the described features.

2.1 Physical Features

2.1.1 Geology

The underlying geological material is generally within 10 to 60 m of the surface.

Mitigative Measures

No impacts are anticipated because maximum depth (to bottom of pipe) of proposed pipe is 2.0 metres; therefore no mitigation measures are required.

2.1.2 Topography

The proposed easement crosses relatively flat topography. However, the proposed easement varies in topography due to landscaping from a soil berm located along the north and west property boundaries of the Enbridge Sombra facilities.

Mitigative Measures

To minimize impacts on the slopes along the proposed easement, the following mitigative measures are recommended, where required:

- Structures such as diversion berms and trench plugs must be employed to control erosion on vulnerable slopes;
- Slopes on agricultural land must be regraded to their original contour and ploughed with the furrows across the slope to increase water retention;
- Areas of medium erosion potential will require hydroseeding and/or placement of diversion berms;
- Areas of low erosion potential can be stabilized through immediate revegetation using sod, seed and/or other ground cover; and,
- Temporary diversion berms must be installed on erodible slopes at the end of each construction day or when heavy rainfall is anticipated.

2.1.3 Soil

The proposed easement is within agricultural land, potentially with tile drainage.

Mitigative Measures

To minimize impacts on soils and tile drainage along the proposed easement, the following mitigative measures are recommended, where required:

- Topsoil stripping should occur before construction begins;
- Limit construction during wet weather conditions;
- Use lightweight and wide-tracked equipment to minimize compaction;
- Identify tile drainage locations before construction begins; and,
- Repair damaged tiles.

2.2 Natural Environment Features

2.2.1 Vegetation

Pipeline construction is not anticipated to have an impact on rare plants. However some clearing of agricultural vegetation may be required along the proposed easement.

Mitigation Measures

The clearing of agricultural vegetation is not anticipated outside of the permanent and temporary working easements.

2.2.2 Trees

The proposed easement is adjacent to trees and shrubs which may be impacted by pipeline construction.

Mitigative Measures

To minimize impacts on the trees and shrubs adjacent to the proposed easement, the following mitigative measures are recommended, where required:

- Excavation activities should occur outside the dripline of the trees and shrubs;
- Temporary fencing may be required outside dripline of trees and shrubs;
- Overhanging branches that may be affected by equipment should be noted and protected; and,
- Use lightweight and wide-tracked equipment to minimize compaction.

2.3 Socio-Economic Features

2.3.1 Land Use

The proposed pipeline should not restrict future development, or impede the continuation of agricultural activities in its' vicinity.

Mitigation Measures

Construction of the pipeline is not expected to have an impact on the planning policies and existing land use adjacent to the proposed route. Consequently, mitigation measures are not required.

3.0 SUMMARY

It is Enbridge's opinion that the location of the proposed pipeline route minimizes potential environmental effects and that the mitigation measures proposed will ensure that construction and operation of the pipeline will result in negligible long-term effects.

4.0 REFERENCES

Enbridge Gas Distribution, May 2004. Reference Manual for the Environmental Screening Checklist, Toronto.

Enbridge Gas Distribution, January 2007. Construction Manual, Toronto.

Ontario Energy Board, 1995. Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario, Fourth Edition, Toronto.

Appendix A

Photographs of Proposed Pipeline Route



Photo 1 – Looking north between the Sombra facilities' west fence and east side of soil berm.



Photo 2: Looking west - south end of soil berm and wellhead fenced compound.



Photo 3: Looking north between west edge of Enbridge property and west side of soil berm.



Photo 4 – Aerial photograph of Sombra facilities and proposed pipeline route (to the north; top of the photo)

DESIGN SPECIFICATIONS

Description

1. Install approximately 800m of NPS 16 pipe from EGD's Sombra Compressor Station to the Vector Pipeline. The proposed pipeline is entirely within Lot 23, Concession 13 of St. Clair Township in Lambton County. The pipeline route follows the existing lot line and requires crossing two NPS 36 TCPL pipelines.

Design and Construction

2. The pipeline and facilities will be designed, constructed and operated in compliance with O. Reg 210/01 *Oil and Gas Pipeline Systems* and EGD's design, construction and operating standards. The primary design standard adopted by O. Reg. 210/01 is CSA Z662-03 *Oil and Gas Pipeline Systems*.

Materials

3. All pipeline material will meet the requirements of the applicable CSA standards:
 - Z245.10-02, Steel Pipe
 - Z245.11-01, Steel Fittings
 - Z245.12-01, Steel Flanges
 - Z245.15-01, Steel Valves
 - Z245.20-02, External Fusion Bond Epoxy Coating
 - Z245.21-02, External Polyethylene Coating for Pipe

Corrosion Protection

4. External corrosion protection will be provided by a combination of external coating and cathodic protection. No special internal corrosion protection is required since the natural gas will be of transmission quality (i.e., dry, sweet).

Design Criteria

5.

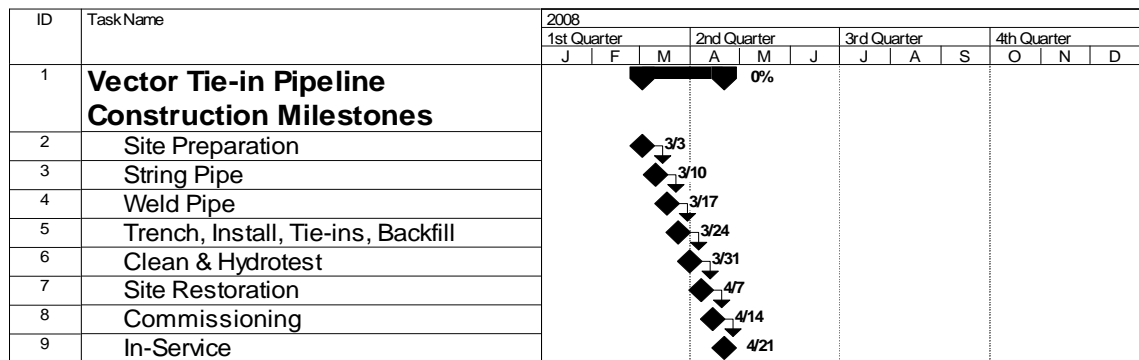
Description	Application CSA Z662-03 Table 4.2
	Class 1 General
Combined Design & Location Factor	0.8
Nominal Pipe Diameter (mm)	406.4
Design Pressure (kPa)	6 900
Maximum Operating Pressure (kPa)	6 900
Operating Pressure Range (kPa)	4 480 – 5 170
Grade (MPa)	414
Minimum Wall Thickness (mm)	4.3
Fracture Category	II
Minimum Design Temperature (degC) Above Grade / Buried	M30 / M5
Maximum Design Temperature (degC)	120
Hydrostatic Test Pressure (kPa)	8 630
Estimated Length (m)	800

HYDROSTATIC TEST REQUIREMENTS

1. The pipeline will be hydrostatically pressure tested according to CSA Z662-03 to confirm its integrity.
2. EGD is proposing to use municipal water for the pressure test. Permits will be obtained as necessary to take and discharge water.

PROPOSED CONSTRUCTION SCHEDULE

- EGD is proposing to begin pipeline construction in late winter 2008. The proposed construction milestones for 2008 are shown in the following Gantt Chart.



LAND REQUIREMENTS

1. The proposed route follows within lands owned by EGD and lands owned by Mr. Bradshaw and remains wholly within Lot 23, Concession 13, for the Geographic Township of Sombra, in the Township of St. Clair, in the County of Lambton.
2. The Company will need to acquire an eleven metre wide permanent easement and an abutting 10 metre wide temporary working area from Mr. Bradshaw. In addition, the Company will also require from Mr. Bradshaw a 10 metre wide temporary working area to access the north and south ends of the pipeline route from McCallum Line and Burman Line respectively, and lastly, a 15 metre temporary working area along the north edge of the EGD compressor site.

PERMITS REQUIRED

1. The proposed route will cross 2 NPS 36 pipelines owned by TCPL. These pipelines are located within a 22.86 metre (75 foot) wide easement that is adjacent to and Southwesterly of the Vector easement and Vector pipeline.
2. Representatives for TCPL have told EGD that they use a standard pipeline crossing agreement that takes 10 to 15 days to process and approve. Submission of the crossing agreement is pending finalized construction drawings.
3. An affidavit of search of title for the Vector Tie-In Pipeline can be found at Exhibit D, Tab 1, Schedule 4.

NEGOTIATIONS TO DATE

1. The Company has acquired from Mr. Bradshaw an agreement to grant an 11 metre wide permanent easement and an abutting 10 metre wide temporary working area agreement that grants the Company the right and work space to install the pipeline along the preferred route.
2. In addition, the Company has acquired from Mr. Bradshaw an agreement that grants a 10 metre wide temporary working area to access the north and south ends of the pipeline route from McCallum Line and Burman Line respectively, and also a 15 metre temporary working area along the north edge of the EGD compressor site.
3. A copy of the forms used for the Agreement to Grant Easement and Temporary Working Area Agreement between EGD and Mr. Bradshaw can be found at Exhibit D, Tab 1, Schedules 4 and 5. There is no Letter of Understanding agreement with Mr. Bradshaw because this concept was developed at a later date during the Ladysmith Loop Pipeline negotiations.
4. The agreement to grant the permanent easement includes a provision to enter into the transfer of easement upon completion of the pipeline installation. No further land rights are required for the installation of the pipeline.

AGREEMENT TO GRANT EASEMENT

THIS AGREEMENT dated the ___ day of ___, 2007

BETWEEN: **Landowner**

(hereinafter called the "Transferor")

Of The First Part

- and – **ENBRIDGE GAS DISTRIBUTION INC.**

(hereinafter called the "Transferee")

Of The Second Part

WHEREAS the Transferor is the registered owner in fee simple in possession, of the lands described in Schedule "C" attached hereto and made a part hereof, hereinafter called the "Transferor's Lands").

AND WHEREAS the Transferor has agreed to grant to the Transferee an easement over a part of the Transferor's Lands, such part being __eleven (11)____ metre(s) in width and being hereinafter called the "Easement Lands".

WITNESSETH that in consideration of the sum of [REDACTED]
[REDACTED] of lawful money of Canada now paid by the Transferee to the Transferor, the receipt whereof is hereby acknowledged, the Transferor does hereby agree to sell, transfer, grant and convey in perpetuity to the Transferee an unencumbered easement in, over, upon, under and/or through the Easement Lands, to survey, lay, construct, install, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain (1) one pipeline only not to exceed NPS 16 inches in diameter including all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment (hereinafter collectively referred to as "Works") which the Transferee may deem necessary or convenient thereto for the transmission of natural and/or manufactured gas and the transfer of easement shall include the right of the Transferee, its successors, assigns, servants and agents to use the surface of the Easement Lands for ingress and egress on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time for the sum of [REDACTED] per acre, rounded to two (2) decimal places.

The parties hereto mutually covenant and agree each with the other as follows:

1. The location of the Easement Lands shall be selected by the Transferee, provided that the location shall not unreasonably interfere with the use by the Transferor of the remainder of the Transferor's Lands during the construction of any Works or at any time thereafter.
2. The Transferor shall, forthwith upon the request of the Transferee, execute and deliver a grant or transfer of easement in favour of the Transferee in the form attached hereto as Schedule "B" together with such other and further documents of title in respect of the Transferor's Lands as may be reasonably required by the Transferee in order to complete the transaction contemplated by this agreement.
3. The Transferee shall pay the purchase price of the said transfer of easement to the Transferor as soon as reasonably possible after the registration thereof in the appropriate Land Registry Office.
4. Forthwith upon the execution of this agreement, the Transferee, its servants and agents shall be entitled to enter upon the Easement Lands and the transferor's Lands to survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair,

expand and maintain the Works which the Transferee may deem necessary or convenient with the right to the Transferee to remove any boulder or rock, and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Transferor's Lands which may be encountered during such construction.

5. As soon as reasonably possible after the construction of the Works, the Transferee shall remove all surplus soil and debris from the Transferor's Lands and restore them to their former state so far as is reasonably practicable.

The Transferee shall compensate the Transferor for all damages suffered by the Transferor as a result of the operations of the Transferee.

The Transferee will, at all times, wholly indemnify the Transferor from and against all loss, damage, injury or expense arising by reason of any damage or injury to any persons or property caused by construction, repair, maintenance or operation under or through the said lands, as well as imprudence, neglect or want of skill by the employees or agents of the company arising out of construction, repair, maintenance or operation by the company of any of its works as aforesaid, unless the cause of such loss, damage, injury or expense can be traced elsewhere.

6. The Transferor shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. Without limiting the generality of the foregoing, the Transferor shall not without prior written consent of the Transferee place or erect, or cause to be placed or erected, on the Easement Lands any building, structure or fence and shall not excavate, drill, alter the grading, install thereon any pit, well, foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of the easement which the Transferor hereby agrees to sell, grant and convey to the Transferee.

7. The Transferor represents and warrants that to the best of the Transferor's knowledge and belief, the Easement Lands have not been used for the storage of and do not contain any toxic, hazardous, dangerous, noxious or waste substances or contaminants (collectively the "Hazardous Substances"). If the Transferee encounters any Hazardous Substances in undertaking any work on the Easement Lands, it shall immediately notify the Transferor and it shall either:

- (a) discontinue work and at its own expense, expediently and with due diligence restore the Easements Lands to their former state to the extent reasonably practicable and following such restoration, this easement shall be terminated; or
- (b) the Transferee shall have the option to effect the removal of such Hazardous Substances to the extent required by law in accordance with the laws, rules and regulations of all applicable public authorities, at its cost; or
- (c) subject to the restoration work as set out in clause "a" above, the Transferee and Transferor shall diligently seek an alternative location of their mutual satisfaction for the Easement Lands and Works.

The Transferee shall not bring any Hazardous Substances on the Easement Lands. In acquiring its interests in the Easement Lands pursuant to this Easement, the Transferee shall be deemed not to acquire the care or control of the Easement Lands or any component thereof.

8. Notwithstanding any rule of law or equity, any Works constructed by the Transferee hereunder shall be deemed to be the property of the Transferee, even though the same may have become annexed or affixed to the Transferor's Lands.

9. This agreement shall be conditional upon compliance with the provisions of the Planning Act and the Ontario Energy Board Act. The Transferor agrees to execute such consents or authorizations as may be necessary for the Transferee to obtain any necessary consents from the local Land Division Committee and agrees to co-operate in any such applications for consent.

10. This agreement shall be of the same force and effect as a covenant running with the Transferor's Lands and the rights hereunder shall be appurtenant to the lands of the Transferee more particularly described in the attached Schedule "A".

11. The Spouse consents to the transaction evidenced by this instrument and releases all interest in the within lands pursuant to the provisions of the Family Law Act, R.S.O. 1990, as amended and hereby agrees to execute for such purpose the grant or transfer of easement contemplated hereby.

The Transferor, spouses of each other, consent to the transaction evidenced by this instrument and release all interest in the within lands pursuant to the provisions of the Family Law Act, R.S.O. 1990, as amended.

12. Whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.

13. This agreement shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

14. The transaction contemplated hereby shall be completed by the later of (a) within One Hundred and Eighty (180) days following the approval hereof under the provisions of the Ontario Energy Board Act, including any appeal periods, or (b), December 31, 2008. In the event the transaction contemplated hereby is not completed by December 31, 2008, the Transferee shall have the right to extend the term of this agreement to December 31, 2009, upon paying to the Transferor the sum of [REDACTED]

15. This agreement shall be null and void upon the registration of the Transfer of Easement as contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS: Terry Chupa

WITNESS:

ENBRIDGE GAS DISTRIBUTION INC.

I/We Have the Authority to Bind the Corporation

SCHEDULE "A"

TRANSFeree'S LANDS - DOMINANT TENEMENT

That part of Lot 23, Concession 13, in the Geographic Township of Sombra, in the Township of St. Clair, in the County of Lambton and Province of Ontario, being more particularly described as Part 1 on Reference Plan 25R-7304.

SCHEDULE "B"

INTEREST/ESTATE TRANSFERRED

1. The Transferors hereby transfer, sell, grant and convey in perpetuity to the Transferee, its successors and assigns, a free and unencumbered easement in, over, upon, under and/or through the lands described herein, hereafter referred to as the Easement Lands, to survey, lay, construct, install, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain (1) one pipeline only not to exceed NPS 16 inches in diameter including all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment (hereinafter collectively referred to as "Works") which the Transferee may deem necessary or convenient thereto for the transmission of natural and/or manufactured gas. This Transfer of Easement shall include the right of the Transferee, its successors, assigns, servants and agents to use the surface of the Easement Lands for ingress and egress on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time.
 2. The Transferee shall have the right at any time and from time to time to remove any boulder or rock and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Easement Lands.
 3. The rights of the Transferee herein shall be of the same force and effect as a covenant running with the Easement Lands and shall be appurtenant to the lands and premises described in this Schedule as the Transferee's Lands.
 4. The Transferee shall have the right to assign or transfer its rights hereunder in whole or in part.
 5. This Transfer shall extend to, be binding upon and enure to the benefit of the estate trustees, successors and assigns of the parties hereto. If the Transferors are not the sole owners of the said lands, this Transfer shall bind the Transferors to the full extent of their interest therein and shall also extend to any after-acquired interest but all monies payable or paid to the Transferors hereunder shall be paid to the Transferors only in the proportion that their interest in the said lands bears to the entire interest therein.
- The Transferors hereby agree that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.
6. The Transferors shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. Without limiting the generality of the foregoing, the Transferors shall not, without the prior written consent of the Transferee, place or erect on the Easement Lands any building, structure or fence and shall not excavate, alter the grading, drill, install thereon any pit, well, foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder.
 7. Notwithstanding any rule of law or equity, any Works constructed by the Transferee shall be deemed to be the property of the Transferee even though the same may have become annexed or affixed to the Easement Lands.
 8. The Transferee shall at its own expense as soon as reasonably possible after the construction of any Works or other exercise of its rights hereunder, remove all surplus sub-soil and debris from the Easement Lands and restore them to their former state so far as is reasonably practicable.

The Transferee shall compensate the Transferor for all damages suffered by the Transferor as a result of the operations of the Transferee.

The Transferee will, at all times, wholly indemnify the Transferor from and against all loss, damage, injury or expense arising by reason of any damage or injury to any persons or property caused by construction, repair, maintenance or operation under or through the said lands, as well as imprudence, neglect or want of skill by the employees or agents of the company arising out of construction, repair, maintenance or operation by the company of any of its works as aforesaid, unless the cause of such loss, damage, injury or expense can be traced elsewhere.

9. The Transferors covenant that

- (i) they have the right to convey the rights hereby transferred to the Transferee;
- (ii) the Transferee shall have quiet enjoyment of the rights hereby transferred;
- (iii) the Transferors or their successors and assigns will execute such further assurances and do such other acts (at the Transferee's expense) as may be reasonably required to vest in the Transferee, the rights hereby transferred; and
- (iv) the Transferors have not done, omitted or permitted anything whereby the Easement Lands is or may be encumbered (except as the records of the land registry office disclose).

10. The Transferor represents and warrants that to the best of the Transferor's knowledge and belief, the Easement Lands have not been used for the storage of and do not contain any toxic, hazardous, dangerous, noxious or waste substances or contaminants (collectively the "Hazardous Substances"). If the Transferee encounters any Hazardous Substances in undertaking any work on the Easement Lands, it shall immediately notify the Transferor and it shall either:

- (a) discontinue work and at its own expense, expediently and with due diligence restore the Easements Lands to their former state to the extent reasonably practicable and following such restoration, this easement shall be terminated; or
- (b) the Transferee shall have the option to effect the removal of such Hazardous Substances to the extent required by law in accordance with the laws, rules and regulations of all applicable public authorities, at its cost; or
- (c) subject to the restoration work as set out in clause "a" above, the Transferee and Transferor shall diligently seek an alternative location of their mutual satisfaction for the Easement Lands and Works.

The Transferee shall not bring any Hazardous Substances on the Easement Lands. In acquiring its interests in the Easement Lands pursuant to this Easement, the Transferee shall be deemed not to acquire the care or control of the Easement Lands or any component thereof.

11. Whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.

TRANSFeree'S LANDS (DOMINANT TENEMENT)

That part of Lot 23, Concession 13, in the Geographic Township of Sombra, in the Township of St. Clair, in the County of Lambton and Province of Ontario, being more particularly described as Part 1 on Reference Plan 25R-7304.

SCHEDULE "C"

TRANSFEROR'S LANDS

That part of Lot __, Concession __, in the Geographic Township of Sombra, in the Township of St. Clair, in the County of Lambton and Province of Ontario, being more particularly described below:

TEMPORARY WORKING AREA AGREEMENT

This Agreement made on the day of , 20 07..... .

BETWEEN:

(hereinafter called the "Owner")

AND ENBRIDGE GAS DISTRIBUTION INC.

(hereinafter called the "Company")

WHEREAS:

- 1. The Company intends to construct and install a pipeline for the transmission of natural and/or manufactured gas through Lot , Concession , in the Geographic Township ofSombra..... , in the Township ofSt. Clair..... , County ofLambton..... , Province of Ontario.
- 2. To facilitate the construction of such a pipeline, the Company requires a temporary working area approximately ...10... metres in width, adjacent to the ...11... metre wide permanent pipeline easement. The company also requires additional temporary work area(s) as set out below:

LOCATION	APPROX. AREA	REASON
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 3. The owner is the owner of the lands adjacent to the pipeline easement and has agreed to allow the Company to use such working area to construct and install the pipeline.

NOW THEREFORE THIS AGREEMENT provides that in consideration of the sum of:

..... the receipt of which is hereby acknowledged, and for a payment of: per acre, rounded to 2 decimal places, due only at the time of commencement of the pipeline construction, the Owner hereby agrees to permit the Company, its employees and agents, with our without vehicles and/or machinery, to enter upon, use and otherwise occupy the said temporary working area during the period of construction of the pipeline .

The Company agrees that at its own expense it will make all grading, repairs and replacements necessary to restore the lands to as near its original condition as is practicable, upon the termination of such work. The Company shall pay for all damages caused by its operations that are additional to those already compensated for in the per acre amount described above.

This Agreement shall enure to the benefit of, and be binding upon the parties hereto, and each of them, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSED BY	OWNER(S)
..... (yy,mm,dd) (yy,mm,dd)
..... (yy,mm,dd) (yy,mm,dd)
..... (yy,mm,dd) (yy,mm,dd)
ENBRIDGE GAS DISTRIBUTION INC.	
..... (yy,mm,dd) (yy,mm,dd)
..... (yy,mm,dd) (yy,mm,dd)