

EXHIBIT LIST

A – GENERAL

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Description</u>
<u>A</u>	1	1	Exhibit List
	2	1	Application
		2	List of Interested Parties
	3	1	Project Description

B – ROUTING AND ENVIRONMENTAL

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Description</u>
<u>B</u>	1	1	Route Description
	2	1	Environmental Implementation Plan
		2	Environmental Screening Report
		3	Environmental Screening Report – Update
		4	OPCC Acknowledgement Letter

C – FACILITIES

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
<u>C</u>	1	1	Design Specifications
		2	Hydrostatic Test Procedures
	2	1	Proposed Construction Schedule

D – LAND ISSUES

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
<u>D</u>	1	1	Land Requirements
		2	Permits Required
		3	Negotiations to Date
		4	Affidavit of Search of Title
		5	Form of Agreement to Grant and Easement Agreement
		6	Temporary Working Area Agreement

E – PROJECT COSTS

<u>E</u>	1	1	Project Costs
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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 distribution line in the City of Mississauga and in the City of Brampton, in the Regional Municipality of Peel.

APPLICATION

1. The Applicant, Enbridge Gas Distribution Inc. ("Enbridge" or the "Company"), 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. Enbridge is seeking leave to construct approximately 270 metres ("m") of NPS 12 steel extra high pressure ("XHP") pipeline to accommodate the proposed grade separation of Torbram Road and the Weston Subdivision railway tracks. The proposed project is a relocation of an existing pipeline that is in conflict with the proposed grade separation. The location of the existing pipeline and proposed pipeline are shown on Exhibit A, Tab 3, Schedule 1.

3. 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 for approval of the form of easement agreement found in Exhibit D, Tab 1, Schedule 5 herein.
4. 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 by January 2011 so that, should leave be granted, construction may commence as early as April 2011.
5. The list of interested parties is provided in Exhibit A, Tab 2, Schedule 2.
6. 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: Regulatory Affairs
Enbridge Gas Distribution Inc.

Address: 500 Consumers Road
Toronto, Ontario M2J 1P8

Mailing Address P.O. Box 650
Scarborough, Ontario M1K 5E3

Telephone: (416) 495-5499 or 1-888-659-0685
Fax: (416) 495-6072
Email: EGDRRegulatoryProceedings@enbridge.com

b) The Applicant's counsel: Scott Stoll
Aird & Berlis LLP

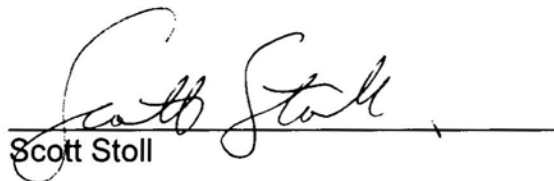
Address: Suite 1800, Box 754
Brookfield Place, 181 Bay Street
Toronto, Ontario M5J 2T9

Telephone: (416) 865-4703
Fax: (416) 863-1515
Email: sstoll@airdberlis.com

DATED: September 30, 2010 at Toronto, Ontario

ENBRIDGE GAS DISTRIBUTION INC.
By its counsel

AIRD & BERLIS LLP


Scott Stoll

LIST OF INTERESTED PARTIES

<u>Address</u>	<u>Purpose</u>
The Corporation Of The City Of Mississauga Attn: Kevin Nutley Corporate Services Department Facilities and Property Management 300 City Centre Drive "C" Box 460 Mississauga, ON L5B 3C1	Owner Encumbrancer
Canadian National Railway Company 1 Administration Road, 1 st Floor Concord, ON L4K 1B9	Owner
Aleris Specification Alloy Products Canada Company 25825 Science Park Drive, Suite 400 Beachwood, Ohio, USA 44122	Owner
1132227 Ontario Limited Attn: Neil Baijnauth 7415 Torbram Road Mississauga, ON L4T 1G8	Owner
Ontario Water Resources Commission Now Regional Municipality of Peel 10 Peel Centre Drive Brampton, Ontario L6T 4B9	Encumbrancer
Mississauga Hydro Electric Commission Now Enersource Corporation 3240 Mavis Road Mississauga, ON L5C 3K1	Encumbrancer

Bank of Montreal First Canadian Place 100 King Street West PM Group Concourse Level Toronto, ON M5X 1A3	Encumbrancer
Toronto and Region Conservation Authority Attention: Ben Krul 5 Shoreham Drive Downsview, Ontario M3N 1S4	Watercourse Crossing Permit
Ministry of Natural Resources Attention: Mark Patterson 50 Bloomington Road West Aurora, Ontario L4G 3G8	Watercourse Crossing Permit
Department of Fisheries and Oceans Attention: Referrals Coordinator 304-3027 Harvester Road Burlington, Ontario L7R 4K3	Watercourse Crossing Permit
Ministry of Environment Halton Peel District Office 4145 North Service Road, Suite 300 Burlington, ON L7L 6A3	Permit to Take Water
City of Mississauga Transportation and Works Department Attention: Jadie Adams-Thompson 3185 Mavis Road Mississauga, Ontario L5C 3T7	Road Permit

PROJECT DESCRIPTION

Purpose, Need and Timing

1. The City of Mississauga and the City of Brampton (together, referred to as the "City") in the Regional Municipality of Peel, plan to improve both traffic flow and safety on Torbram Road by eliminating the road/rail at-grade crossing at the Metrolinx Weston Subdivision.
2. The existing Enbridge NPS 12 extra high pressure ("XHP") gas main running perpendicular to Torbram Road, was found to be in conflict with the proposed grade separations and as such must be relocated to accommodate the proposed City work.
3. Enbridge proposes to relocate approximately 270 m length of NPS 12 (323.9 mm) outside diameter ("O.D.") steel pipeline in Mississauga, Ontario. Figure 1 of this exhibit shows a map of the area.
4. Replacement pipe will be the same diameter as the original pipe. The table below describes the affected pipeline at the intersection of Torbram Road and Weston Subdivision.

Location	Size	Operating Pressure	Proposed Length of Relocation
Weston Subdivision (formerly "CNR Weston")	NPS 12 (323.9 mm)	3344 kPa (485 psi) XHP	270 m

5. In order to facilitate the construction of the road separation the City requires that the Company relocate NPS 12 pipeline by July 2011. The proposed construction schedule is located at Exhibit C, Tab 2, Schedule 1.

Proposed Facilities

6. The design and pipe specifications are outlined at Exhibit C, Tab 1, Schedule 1. The design specifications are in accordance with the Ontario Regulations 210/01 under the *Technical Standards and Safety Act 2000*, Oil and Gas Pipeline Systems. This is the regulation governing the installation of pipelines in the Province of Ontario.
7. The proposed new location for the pipeline was selected with input from AECOM consultants (managing the bridge and road construction work for the City), and Enbridge's Engineering Standards and Technical Services Department and Environmental Health and Safety Department.
8. Easements for the NPS 12 XHP pipeline relocation work are required. The new NPS 12 XHP begins approximately 105 m west of Torbram Road and ends approximately 115 m east of Torbram Road. The relocation will be installed entirely using horizontal directional drill ("HDD") method. Details of the proposed new alignments are shown in Figure 1.
9. The estimated cost of the relocation of this pipeline is \$3.9 million. This includes costs related to material, construction and labour, land acquisitions, overheads, and contingencies. The estimated costs of the project are found at Exhibit E, Tab 1, Schedule 1.

SCHEMATIC OF 12XHP PIPELINE AND AFFECTED LAND OWNERS

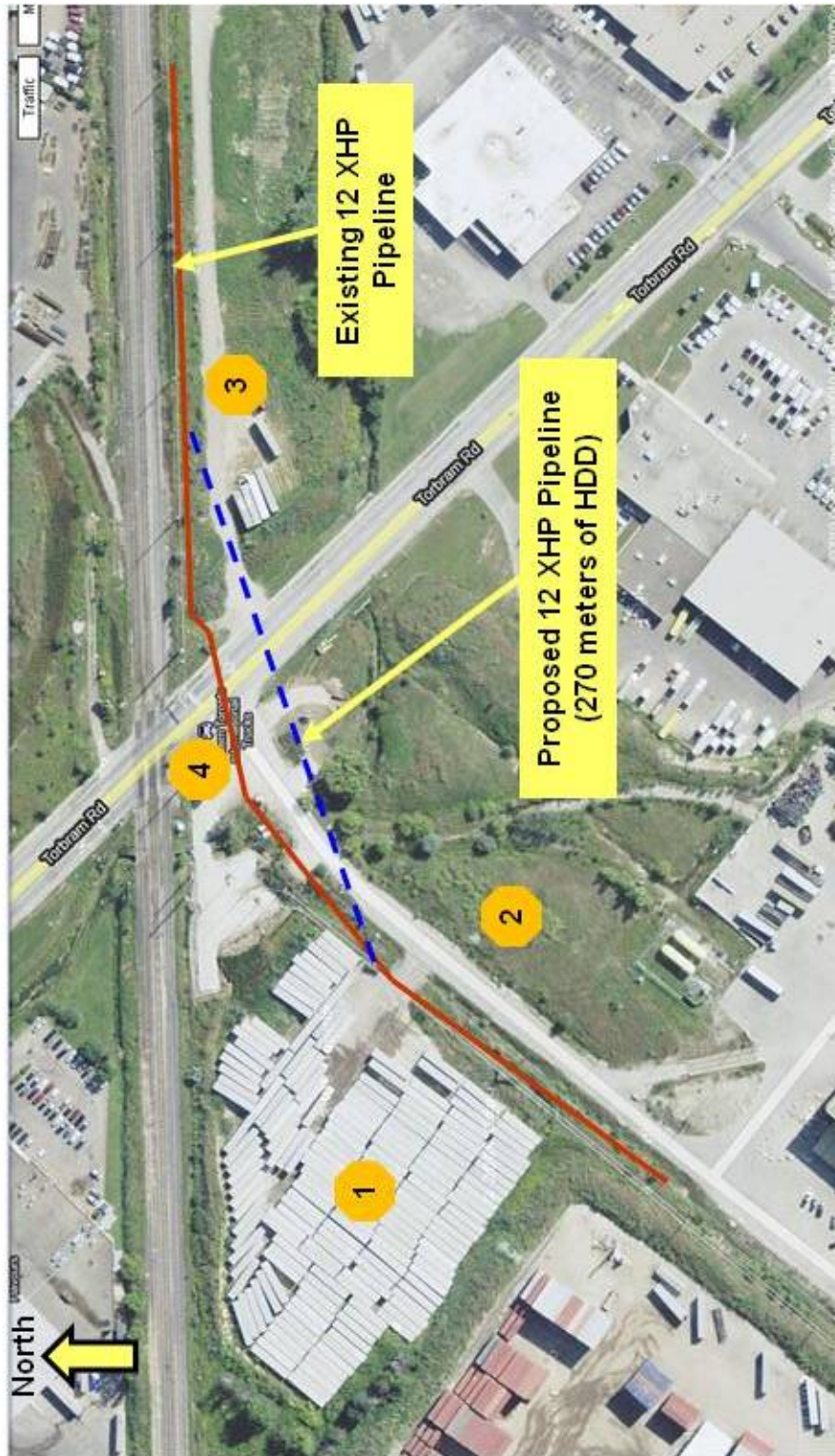


Figure 1

ROUTE DESCRIPTION

Preferred Route

1. As this is a replacement of approximately 270 m of pipe in a built up area, the options for alternate routes are limited.
2. A map showing the location of the Preferred Route is provided in Figure 1 at Exhibit A, Tab 3, Schedule 1, page 3.
3. The relocation will begin approximately 105 m west of Torbram Road and ends approximately 115 m east of Torbram Road. The pipeline will be tied-in to an existing Enbridge pipeline. The pipeline will be installed entirely by horizontal directional drill.
4. The pipeline will follow the Preferred Route and will be installed within an existing and proposed Enbridge easement in coordination with the following entities:
 - Toronto and Region Conservation Authority
 - Ministry of Environment
 - Ministry of Transportation
 - City of Brampton
 - City of Mississauga
 - Region of Peel
 - Canadian National Railway
 - Metrolinx
 - Allstream
 - Bell
 - Blink

- Brampton Hydro
- Cogeco
- Enersource Hydro
- FCI Broadband
- Group Telecom
- Hydro One
- Rogers Cable
- Telus

ENVIRONMENTAL IMPLEMENTATION PLAN

1. Construction will be conducted in accordance with the Enbridge Contract Specifications, the Enbridge Construction Manual, and the recommendations in the Environmental Screening Report entitled Proposed Relocation for Torbram Road Widening and Railway Underpass as shown in Exhibit B, Tab 2, Schedule 2. Any additional requirements resulting from the final permitting, or the Board's 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 Proposed Relocation for Torbram Road will be negligible.

ENBRIDGE GAS DISTRIBUTION INC.

Proposed Relocation for Torbram Road Widening and Railway Underpass

Environmental Screening Report

July 2010

Table of Contents

1.0 INTRODUCTION	Page 1
1.1 Description and Purpose of the Proposed Relocation	Page 1
1.2 Definition of Study Area	Page 1
1.3 Objective of the Environmental Screening	Page 1
1.4 Approval Process and Regulatory Requirements	Page 1
2.0 ENVIRONMENTAL SCREENING AND MITIGATION MEASURES	Page 2
2.1 Physical Features	Page 2
2.1.1 Geology	Page 2
2.1.2 Topography	Page 2
2.1.3 Soil	Page 2
2.1.4 Groundwater Hydrology	Page 2
2.2 Natural Environment Features	Page 3
2.2.1 Vegetation	Page 3
2.2.2 Trees	Page 3
2.2.3 Watercourses	Page 3
2.2.4 Wetlands	Page 4
2.3 Socio-Economic Features	Page 4
2.3.1 Transportation Corridors and Facilities	Page 4
2.3.2 Utility Corridors and Facilities	Page 4
3.0 SUMMARY	Page 5
4.0 REFERENCES	Page 5

Appendices

Appendix A:

Photographs of Proposed Pipeline Relocation

1.0 INTRODUCTION

1.1 Description and Purpose of the Proposed Pipeline

Enbridge Gas Distribution Inc. ("Enbridge") has been requested to relocate an existing NPS 12 extra high pressure ("XHP") pipeline to accommodate a grade separation project by the City of Mississauga and the City of Brampton (together the "City"). The City's anticipated start date for the grade separation work is September 2010; on Torbram Road between Derry Road East and Highway 407. The relocation is located in the vicinity of the Canadian National Railway ("CNR") Weston at Torbram Road (see Figure 1). As result of a physical conflict with the grade separation, the following section of pipe is required to be relocated:

Location	Relocation
CNR Weston	Approximately 300 meters (m) of NPS 12 XHP steel line just south of CNR Weston

The pipeline will be installed primarily by horizontal directional drill ("HDD"). The pipeline will be located entirely within an existing and proposed Enbridge easement. It will begin approximately 110 m west of Torbram Road, approximately 50 m south of CNR Weston and proceed northeast for approximately 200 m. The pipeline will be tied-in to an existing Enbridge pipeline at the southwest corner of the CNR tracks and Torbram Road.

1.2 Definition of Study Area

The study area for the relocation extends approximately 20 m from either side of the center line of the pipeline. Features adjacent to the study area, such as the Physical, Natural and Socio-Economic were identified. Photographs of the proposed relocations 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 relocation; 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 relocations.

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 OEB and other applicable regulations and requirements.

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 relocation;
- If necessary, comments on how the pipeline relocation 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 geology of the study area indicates that bedrock or shale exists at 5 meters below ground surface ("bgs") and outcrops are nonexistent.

Mitigation Measures

No impacts are anticipated therefore no mitigation measures are required.

2.1.2 Topography

The proposed relocation will cross relatively flat topography. There are no steep slopes or grading.

Mitigation Measures

No impacts are anticipated due to undulating topography.

2.1.3 Soil

The majority of the proposed relocation crosses previously disturbed areas and there are no sensitive soils. The excavation for the tie-in to the existing Enbridge pipeline is located just west of a swale which is a Fill-Regulated Area under the Toronto and Region Conservation Authority ("TRCA").

Mitigation Measures

For previously disturbed soils, no impacts are anticipated due to the soil conditions. At the tie-in location, top soil segregation techniques should be employed for soil excavated within or adjacent to the Fill-Regulated Area. Sediment fencing should be installed around any stockpiled soil and the work area itself to prevent sedimentation of the adjacent watercourse(s). During backfilling, soil should be replaced similar to original compaction and grade conditions (or according to TRCA permits).

2.1.4 Groundwater Hydrology

A hydrogeological study conducted by Golder Associates Ltd. in the vicinity of the proposed tie-in excavation identified an elevated groundwater table and moderately permeable soils. At the time of report preparation groundwater ranged between approximately 2 to 3 m bgs.

Mitigation Measures

Depending on the depth, if groundwater is encountered, it will need to be removed from the excavation prior to any gas pipeline work being conducted. Deeper excavations (i.e. 8 to 10 m bgs) may require dewatering and a Permit To Take Water ("PTTW") from the Ontario Ministry of the Environment where the amount of dewatering exceeds the minimum threshold. A support system (i.e. shoring) will be required in the excavation due to the elevated groundwater table and potentially unstable soils.

2.2 Natural Environment Features

2.2.1 Vegetation

Pipeline construction is not anticipated to have an impact on rare plants or other vegetation, however some clearing may be required for the set-up of the HDD equipment and the tie-in location at the southwest corner of the CNR tracks and Torbram Road.

Mitigation Measures

On the east side of Torbram Road, south of the CNR tracks the clearing of vegetation is not anticipated outside of the work easement. If the tie-in pit location is within the TRCA Fill Regulated Area, permits will be required prior to construction. A restoration plan, approved by the TRCA, will also be required which may include seeding with a TRCA wetland mix and other plantings.

2.2.2 Trees

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

Mitigation Measures

To minimize impacts on the trees and shrubs adjacent to the proposed easement, the following mitigation 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.

Permits may be required from the City of Mississauga in accordance with the Tree Removal By-Law (available at http://www.mississauga.ca/portal/residents/urbanforestry?paf_gear_id=9700018&itemId=300012). Trees with a diameter of greater than 40 cm at 1.37 m above grade may require a permit for removal or damage. Further assessment of the routing will be required to determine if tree removal is necessary for the relocation.

2.2.3 Watercourses

The proposed relocation will traverse one watercourse (see photos in Appendix A):

Watercourse Name and Location	Channel Width (CW) and Water Depth (WD)		Type and Size of Structure at Crossing	Habitat Comments	Comments
	CW	WD			
Tributary to Mimico Creek; west side of Torbram Rod, just south of CNR Weston; crosses beneath CNR tracks; see photos 3 & 4	2.0 m	0.2 m	Two (2) corrugated steel culverts; 4 foot diameter	Steel slopes down to watercourse; vegetated on banks	Recent restoration of watercourse and banks; sediment fencing in place

Mitigation Measures

To minimize impacts on watercourse and adjacent Fill Regulated Areas standard watercourse crossing techniques must be adhered to. Horizontal directional drilling techniques should be utilized to prevent any impacts to the watercourses. In addition, the following mitigation measures are recommended, where required:

- Minimize silt input into the watercourse and contain any silt that might enter the watercourse;
- Minimize loss of stream bank vegetation and provide restoration measures;
- Avoid disturbance of the stream bed during fish migration, spawning or egg incubation periods; and
- Avoid drainage of pipeline trench (i.e. groundwater) into the stream channel.

A permit will be required for the proposed watercourse crossing from the TRCA in accordance with *Development, Interference with Wetlands and Alterations to Shorelines and Watercourses* regulation (Ontario Regulation 97/04).

In case of an accidental or inadvertent release of bentonite to the watercourse or in its vicinity, refer to the Enbridge Contingency Plan for HDD In Ontario.

2.2.4 Wetlands

The proposed relocation at CNR Weston, on either side of Torbram Road, has evidence of wet soils, low-lying areas accompanied by vegetation (i.e. cattails) and some standing water. The wet area is adjacent to the CNR tracks and is likely a result of storm water runoff and drainage. Wetlands on the west side of Torbram Road are likely TRCA Fill Regulated Areas.

Mitigation Measures

To minimize impacts on the 'non-wetland' wet area standard watercourse crossing techniques should be adhered to. Sediment control measures should be installed to minimize or prevent any silt from entering into the wet area. If open trenching or an excavation is to be made within the wet area, appropriate restoration techniques must be employed, including reinstatement of the existing grade, revegetation with a TRCA approved wetland seed mix and installation of sediment control measures until vegetation has been fully restored to prevent erosion.

2.3 Socio-Economic Features

2.3.1 Transportation Corridors and Facilities

The proposed relocation is adjacent to Torbram Road, a heavily utilized traffic corridor located within a developed industrial/commercial area.

Mitigation Measures

Relocation of the pipeline within road allowance must be conducted in accordance with the local municipal requirements, including the acquisition of road occupancy permits. The MTO Traffic Control Manual Book 7 should be consulted to implement appropriate traffic planning during construction if Torbram Road and other access roads will be impeded. Construction should also be timed to avoid impacting peak traffic periods.

2.3.2 Utility Corridors and Facilities

The proposed relocation is adjacent (parallel) to the CNR Weston railway tracks. Utilities may also be installed along the CNR Right-Of-Way ("ROW"; i.e. Bell Canada). The Torbram Road ROW may also contain some public utilities (i.e. water, sewer, hydro).

Mitigation Measures

Relocation of the pipeline may impact utilities installed within the existing ROWs. Utilities should be identified early in the planning process if locations are likely to interfere with the Enbridge relocation. Contact Ontario One-Call to obtain stakeouts prior to construction. Refer to Section 4.3 of the Planning, Design and Records Manual for requirements for paralleling and crossing underground structures. Crossings for roads and railways are outlined in Section 19.0 of the Construction Manual. Pipeline will be installed in accordance with Standards Respecting Pipeline Crossings Under Railways TC E-10 (June 21, 2000) and Company policies and procedures. Pipes may need to be cased when crossing below railway tracks.

3.0 SUMMARY

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

4.0 REFERENCES

Enbridge Gas Distribution, March 2008. Reference Manual for the Environmental Screening Checklist, Toronto.

Enbridge Gas Distribution, January 2009. Construction Manual, Toronto.

Enbridge Gas Distribution, January 2009. Planning, Records and Design Manual., Toronto

Golder Associates Limited, April 2010. Proposed Horizontal Directional Drilling (HDD) Crossing, Mimico Creek – Mississauga, Ontario, Mississauga.

Golder Associates Limited, April 2010. Proposed Horizontal Directional Drilling (HDD) Crossings, CN Halton and CN Weston Rail Corridors, Mississauga and Brampton, Ontario, Mississauga.

Golder Associates Limited, April 2010. Proposed Horizontal Directional Drilling (HDD) Crossings, Torbram Road, Mississauga and Brampton, Ontario, Mississauga.

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

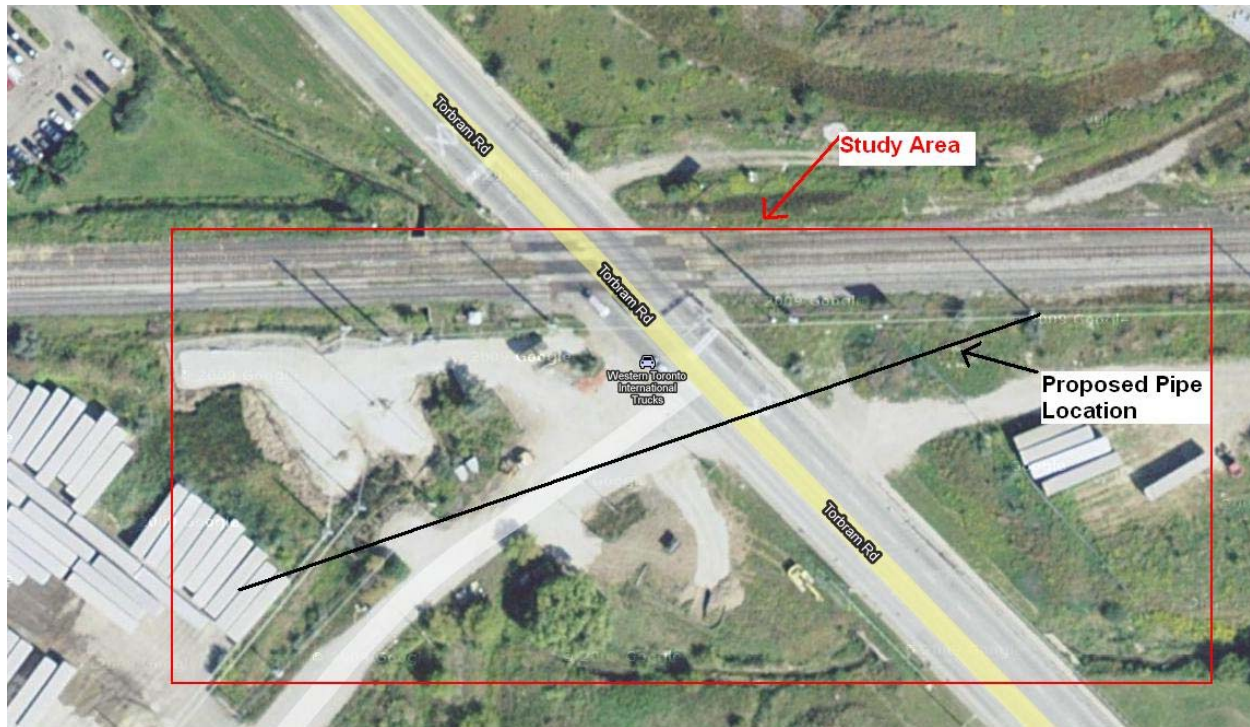


Figure 1 – Proposed Relocation at CNR Weston

Appendix A

Photographs of Proposed Pipeline Relocations



Photo 1 – CNR Weston; Looking west towards tie-in location on CNR lands; west side of Torbram Road; wetland (Fill Regulated Area)



Photo 2 – CNR Weston; Looking northwest; wetland (TRCA Fill Regulated Area) just south of CNR tracks



Photo 3 – CNR Weston; Looking northeast; west side of Torbram Road; watercourse at steel culverts

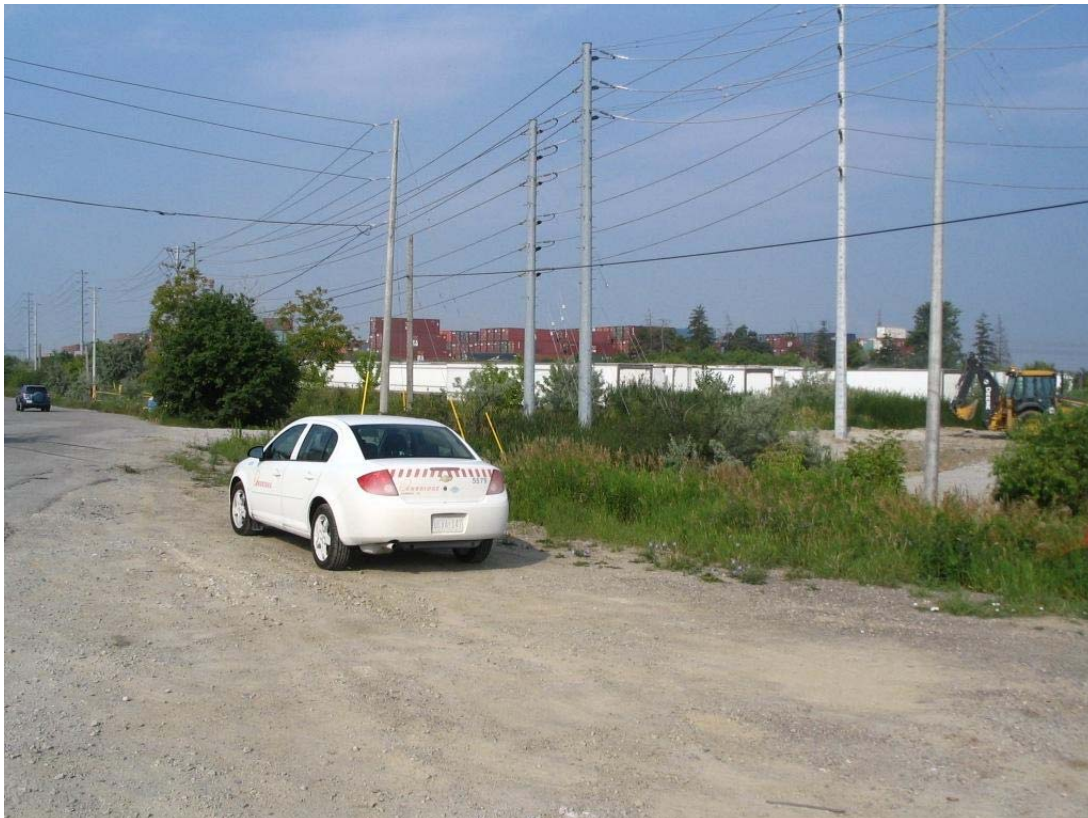


Photo 4 – CNR Weston; Looking west from Torbram Road;



Photo 5 – Looking south along Torbram Road from CNR Weston



Photo 6 – Looking east; CNR Weston on the east side of Torbram Road; wet area to the south of railway tracks



Photo 7 – Looking west along CNR Weston towards Torbram Road

ENVIRONMENTAL SCREENING REPORT UPDATE

1. Subsequent to filing the 'Proposed Relocation for Torbram Road Widening and Railway Underpass Environmental Screening Report' (herein referred to as "the Report") with the OPCC on July 16, 2010, minor modifications have been made to the proposed pipeline routing. As a result, Section 1.1 of the Report has been updated to reflect these changes. Note that the changes do not impact the project study area, environmental and/or socio-economic features identified or recommended mitigation measures. The updated Section 1.1 of the Report is below:

1.1 Description and Purpose of the Proposed Pipeline

Enbridge Gas Distribution Inc. ("Enbridge") has been requested to relocate an existing NPS 12 extra high pressure ("XHP") pipeline to accommodate a grade separation project by the City of Mississauga and the City of Brampton (together the "City"). The City's anticipated start date for the grade separation work is July 2011; on Torbram Road between Derry Road East and Highway 407. The relocation is located in the vicinity of Weston Subdivision, formerly the Canadian National Railway ("CNR") Weston, at Torbram Road (see Figure 1). As a result of a physical conflict with the grade separation, the following section of pipe is required to be relocated:

Location	Relocation
Weston Subdivision (formerly "CNR Weston")	Approximately 270 meters (m) of NPS 12 XHP steel line just south of Weston Subdivision

The pipeline will be installed primarily by horizontal directional drill ("HDD"). The pipeline will be located entirely within an existing and proposed Enbridge easement. It will begin approximately 105 m west of Torbram Road and end approximately 115 m east of Torbram Road. The pipeline will be tied-in to an existing Enbridge pipeline at the southwest corner of the CNR tracks and Torbram Road.



**Ontario Energy
Board**
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by e-mail only

September 21, 2010

Norm Ryckman
Enbridge Gas Distribution Inc.
P.O. Box 650
Scarborough ON M1K 5E3

Dear Mr. Ryckman:

**Re: OPCC Review of the Environmental Screening Report
Enbridge Gas Distribution Inc. (EGDI)
Torbram Road Pipeline Replacement Project**

On July 16, 2010, EGDI submitted an Environmental Screening Report for the Torbram Road Pipeline Replacement Project (ER) to the Ontario Pipeline Coordinating Committee (OPCC) for review. In the process of the OPCC review, the Technical Standards and Safety Authority (TSSA) requested from EGDI some further details on the project. On August 5, 2010 the TSSA confirmed that EGDI provided the details and no further information was needed.

This is to confirm that the OPCC has completed its formal review of the ER. Once an application is filed with the Board, the project will be reviewed by the Board under a pre-assigned case number EB-2010-0241. The ER will form a part of EGDI's pre-filed evidence for Board's consideration.

Yours truly,

A handwritten signature in black ink, appearing to read 'Zora Crnojacki'.

Zora Crnojacki
OPCC Co-ordinator
Project Advisor, OEB

cc. Edith Chin, EGDI
Leslie Austin, EGDI
OPCC members

DESIGN SPECIFICATIONS

Description

1. Approximately 270 m of NPS 12 XHP to be installed using Horizontal Directional Drilling method.

Design and Construction

2. The pipeline will be designed, constructed and operated in compliance with the following:
 - Enbridge Gas Distribution Inc.'s design, construction and operating standards;
 - O.Reg. 210/01 *Oil and Gas Pipeline Systems*;
 - CSA Z662-07 *Oil and Gas Pipeline Systems*, which is adopted by the regulation listed above.

Materials

3. All pipeline material will meet the requirements of the applicable CSA standards:
 - Z245.1-02, Steel Pipe
 - Z245.11-01, Steel Fittings
 - Z245.20-02, System 2B, External Fusion Bond Epoxy Coating

Corrosion Protection

4. External corrosion protection will be provided by a combination of external coating and cathodic protection.

Design Criteria

DESIGN SPECIFICATIONS – NPS 12 XHP

Pipe Size	NPS 12
External Diameter	323.9 mm
Wall Thickness	8.4 mm
Grade	359 MPa
Specification	CSA Z245.1 Category I
Coating	Double Fusion Bonded Epoxy
Coating Specification	CSA Z245.20, System 2B
Class Location	Class 4
Design Pressure	4,500 kPa (650 psi)
Hoop Stress at Design Pressure	24% SMYS
Normal Operating Pressure (NOP)	3,340 kPa (485 psi)
Hoop Stress at NOP	18% SMYS
Minimum Depth of Cover	2.5 m
Fittings	CSA Z245.11
Test Pressure	18,620 kPa (2,700 psi)
Duration of Strength Test	4 hours
Test Medium	Water
Hoop Stress at Test Pressure	100% SMYS
Leak Test Pressure	6300 kPa (915 psi)
Duration of Leak Test	4 hours

HYDROSTATIC TEST PROCEDURES

1. All hydrostatic testing will be completed in accordance with the Company's Construction Manual and the Company's Hydrostatic Testing Procedures. In combination these procedures meet the requirements of the CSA Z662-07 *Oil and Gas Pipeline Systems* and Ontario Regulation 210/01 *Oil and Gas Pipeline Systems*.

Testing Procedures Summary

2. The proposed NPS 12 XHP steel pipeline will be hydrostatically tested (tested with water). The test will consist of two parts: pre and post horizontal directional drill tests.

Pre- Horizontal Directional Drill

3. Strength Test at 100% of the Specified Minimum Yield Strength ("SMYS") of the pipe for four hours with water. For the proposed NPS 12 pipeline, this strength test pressure will be at 18,615 kPa (2,700 psi). 100% of girth welds of the pipeline will be nondestructively inspected using radiographic method before the pull-back.

Post- Horizontal Directional Drill

4. Strength Test at 100% SMYS (18,615 kPa) for four hours with water, and Leak Test at 1.4 times the Maximum Operating Pressure ("MOP") for four hours with water. The leak test pressure will be at 6300 kPa (914 psi).

Test Water

5. As municipal water is available nearby, test water is proposed to be obtained from the municipality, and discharged per the municipality's permit approval conditions.

PROPOSED CONSTRUCTION SCHEDULE

1. The proposed construction schedule is as follows:

▪ Commence Construction	April 11, 2011
▪ Completion of Construction	June 17, 2011
▪ Reinstatement	June 30, 2011
▪ Final Inspection	July 15, 2011
2. The construction of the pipeline will take approximately 8 to 9 weeks. The pipeline construction is scheduled to be completed and tested by June 17, 2011.
3. Enbridge will construct the pipeline using experienced construction contractors following the Company's construction specifications.
4. A post construction report will be issued upon completion of the project.

LAND REQUIREMENTS

1. The proposed route and the land impacted are provided at Exhibit A, Tab 3, Schedule 1. The landowners are listed at Exhibit A, Tab 2, Schedule 2. Enbridge will require permanent and temporary easements on the east and west side of Torbram Road. The permanent easements need to be 3 m wide with an approximate total length of 185 m on private property. In addition, temporary working easements are required for construction.

PERMITS REQUIRED

Permits will be required from the following authorities:

Toronto and Region Conservation Authority Attention: Ben Krul 5 Shoreham Drive Downsview, Ontario M3N 1S4	Watercourse Crossing Permit
Ministry of Natural Resources Attention: Mark Patterson 50 Bloomington Road West Aurora, Ontario L4G 3G8	Watercourse Crossing Permit
Department of Fisheries and Oceans Attention: Referrals Coordinator 304-3027 Harvester Road Burlington, Ontario L7R 4K3	Watercourse Crossing Permit
Ministry of Environment Halton Peel District Office 4145 North Service Road, Suite 300 Burlington, ON L7L 6A3	Permit to Take Water (if required)
City of Mississauga Transportation and Works Department Attention: Jadie Adams-Thompson 3185 Mavis Road Mississauga, Ontario L5C 3T7	Road Permit

NEGOTIATIONS TO DATE

1. Permanent easements and temporary working easement negotiations are underway. Enbridge, in conjunction with the City of Mississauga, has contacted all of the land owners and negotiations are proceeding.
2. Enbridge will obtain all required permits, permanent easements and temporary working easements prior to beginning construction.

AFFIDAVIT OF SEARCH OF TITLE

I, CHARLES REANEY, of the Town of Ajax, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Property agent with Land Services of Enbridge Gas Distribution Inc. and as such I have knowledge of the matters hereinafter deposed to.
2. I was informed by the Project Manager of Enbridge Gas Distribution Inc. of the properties where the proposed pipeline would be located. Accordingly, I conducted searches of title of these properties within the month of November, 2009 (subsearched July 2010).
3. As a result of my searches of title, I determined the owners and encumbrancers with land, or registered interests in land, which would be affected by the construction of the proposed pipeline. Attached is a list of all such owners and encumbrancers.

SWORN BEFORE ME at the City of)
Toronto, the 23 day of July, 2010)


CHARLES REANEY


A COMMISSIONER, ETC.

Anissa Lynn Trenholm, a Commissioner, etc.,
Province of Ontario, for Enbridge Gas Distribution Inc.
and its subsidiaries, associates and affiliates.
Expires September 2, 2011.



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AGREEMENT TO GRANT EASEMENT

THIS AGREEMENT dated the day of , 20

BETWEEN:

(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 herein 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 _____ metre(s) in width and being hereinafter called the "Easement Lands".

WITNESSETH that in consideration of the sum of Dollars _____ (\$_____) 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 a pipeline(s) 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 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 Dollars _____ (\$_____).

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.

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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 provided that the amount paid to the Transferor as consideration for this agreement shall be applied as part payment of the said purchase price.
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.
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 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 give notice to the Transferor. At the expense of the Transferor, the Transferee (or, at the Transferee's option, the Transferor) shall effect the removal of such Hazardous Substances in accordance with the laws, rules and regulations of all applicable public authorities. 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

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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 within One Hundred and Eighty (180) days following the approval hereof under the provisions of the Ontario Energy Board Act, including any appeal periods.

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.

I/We Have the Authority to Bind the
Corporation

ENBRIDGE GAS DISTRIBUTION INC.

I/We Have the Authority to Bind the
Corporation

SCHEDULE "A"

TRANSFeree'S LANDS - DOMINANT TENEMENT

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PIN 64057-0029 (LT)
PT TWP L T 92, THLD, AS IN M90798 SIT & T/W M90798; WELLAND

PIN 04161-0019 (LT)
PT L T 6 CON 6RF GLOUCESTER PART 1, 4R-10265 & PART 2, 5R.-5963; GLOUCESTER

PIN 03187-0004 (LT)
PT W1/2 LOT 30 CON 2 MARKHAM AS IN MA49406; RICHMOND HILL

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 pipelines and 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. 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

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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 or 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.

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 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 give notice to the Transferor. At the expense of the Transferor, the Transferee (or, at the Transferee's option, the Transferor) shall effect the removal of such Hazardous Substances in accordance with the laws, rules and regulations of all applicable public authorities. 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.

TRANSFEE'S LANDS (DOMINANT TENEMENT)

PIN 64057-0029 (LT)
PT TWP LT 92, THLD, AS IN AA90798 S/T & T/W AA90798; WELLAND

PIN 04161-0019 (LT)
PT LT 6 CON 6RF GLOUCESTER PART 1, 4R-10265 & PART 2, 5R-5963; GLOUCESTER

PIN 03187-0004 (LT)
PT W1/2 LT 30 CON 2 MARKHAM AS IN MA49406; RICHMOND HILL

ENBRIDGE GAS DISTRIBUTION INC.

TOTAL ESTIMATED PROJECT COSTS

<u>Item No.</u>	<u>Description</u>	<u>Cost (\$)</u>
1	Material Costs	\$ 342,317
2	Pipeline Installation Cost	\$ 2,073,314
3	External Cost	\$ 303,532
4	Land Costs	\$ 114,790
5	Overheads	\$ 637,639
6	Contingency	\$ 425,093
7	Total Project Cost	\$ 3,896,686

ESTIMATED COST OF PROPOSED PIPELINE

1.0	Material Costs	
1.1	Pipe	\$67,500
1.2	Other Materials	<u>\$274,817</u>
	(including possible by-pass line)	
	Total Material Cost	\$342,317
2.0	Pipeline Installation Costs	\$2,073,314
	(includes installation, testing, slurry disposal, etc.)	
3.0	External Costs	\$303,532
	(includes geotechnical investigation, pipeline inspection, OEB Filing, Survey, etc.)	

4.0 Land Costs	
4.1 Permanent Easement Cost	\$92,290
4.2 Temporary Easement Cost	\$17,220
4.3 Appraisal and Permit Costs	<u>\$5,280</u>
	Total Land Costs
	\$114,790
5.0 Overhead Costs	
5.1 Engineering, Planning and Design	\$637,639
6.0 Contingency Costs	
6.1 Project contingency	\$425,093
7.0 Total Project Cost	\$3,896,686

NOTE:

The City will reimburse Enbridge for the Project work as follows:

- in accordance with the cost sharing formula set out in section 12 of the Model Franchise Agreements between Enbridge and Mississauga and between Enbridge and Brampton for work on the City's highways ,
 - and -
- 100% for work not on the City's highways.