



## **Enbridge Gas Distribution Inc.**

### **Information Memorandum**

### **Short Term Promissory Notes**

**\$800,000,000**

This Information Memorandum is not, and under no circumstances is to be construed as, an offering of the short term promissory notes described herein for sale or delivery in the United States of America or the territories or possessions thereof.

This Information Memorandum does not constitute an offering of the short term promissory notes described herein in any jurisdiction where such offering would be prohibited. This Information Memorandum does not in any way obligate Enbridge Gas Distribution Inc. to accept an offer to purchase the short term promissory notes described herein.

This Information Memorandum is confidential and does not constitute an offer or a solicitation of an offer to the public for the purchase or sale of any securities. Under no circumstances are its contents to be reproduced or distributed to the public or the press. The information contained herein is not guaranteed as to its accuracy, reliability, completeness or timeliness. No person has been authorized to give any information or to make any representation not contained in this Information Memorandum and, if given or made, such information or representation must not be relied upon as having been authorized.

September 10, 2009

## Enbridge Gas Distribution Inc.

Enbridge Gas Distribution Inc. (the "Corporation") is an indirect wholly-owned subsidiary of Enbridge Inc. ("Enbridge"). Enbridge Energy Distribution Inc., itself an indirect wholly-owned subsidiary of Enbridge, owns all of the issued and outstanding common shares of the Corporation.

The head and principal office of the Corporation is located at 500 Consumers Road, Toronto, Ontario, M2J 1P8.

The Corporation is Canada's largest natural gas distribution company and has been in operation for more than 160 years. It serves approximately 1.9 million customers in central and eastern Ontario and parts of northern New York State. The Corporation's utility operations are regulated by the Ontario Energy Board (OEB) and by the New York State Public Service Commission. There are four principal interrelated aspects of the natural gas distribution business in which the Corporation is directly involved: Distribution Service, Gas Supply, Transportation and Storage.

### Short Term Promissory Notes

<b>Issuer:</b>	Enbridge Gas Distribution Inc.
<b>Principal Amount:</b>	The maximum principal amount of short term promissory notes ("Notes") authorized to be outstanding at any one time is \$800,000,000 in Canadian funds or the equivalent thereof in other currencies.
<b>Purpose:</b>	The net proceeds from the sale of Notes will be used for general corporate purposes.
<b>Form of Notes:</b>	The Notes will either be issued and made payable, originally or by endorsement, to a clearing house or its nominee ("Book-entry-only Form Notes") or in bearer form, payable to the order of a named payee ("Certificated Form Notes"). The Notes may be interest bearing or issued at a discount to mature at par and are not convertible or exchangeable into or accompanied by a right to purchase another security.
<b>Denominations:</b>	Multiples of \$1,000, subject to a minimum of \$100,000, in Canadian funds or the equivalent thereof on the date of purchase in other currencies.
<b>Maturities:</b>	Up to 364 days from date of issue.
<b>Rates:</b>	Available on request.
<b>Payment and Delivery:</b>	Delivery by the Corporation of Book-entry-only Form Notes will be made to a clearing house or its nominee on behalf of its participant(s) and beneficial interest will be transferred and payments received in accordance with the <i>Depository Bills and Notes Act</i> (Canada) and the rules of the clearing house. Payment of the Book-entry-only Form Notes when due will be made by the Corporation through the clearing house in accordance with its rules. Delivery of Certificated Form Notes will be made against payment in same day funds. Certificated Form Notes will be issued for same day delivery through the branch of the Canadian chartered bank designated in the Note in Vancouver, Calgary, Toronto and Montreal or at a bank in the United States designated by the Corporation prior to the date of delivery. Upon maturity, payment will be made through the bank designated in the Certificated Form Note.

**Bank Lines of Credit:** The Corporation maintains lines of credit with its bankers in amounts which, in the opinion of the Corporation, are sufficient for its operations, including its commercial paper activities.

**Eligibility for Investment:** As outlined in the attached opinion of McCarthy Tétrault LLP, counsel to the Corporation, which opinion forms part of this Information Memorandum, the Notes will not be precluded as investments under the statutes listed below:

*Insurance Companies Act (Canada)*  
*Pension Benefits Standards Act, 1985 (Canada)*  
*Trust and Loan Companies Act (Canada)*  
*Financial Institutions Act (British Columbia)*  
*Employment Pension Plans Act (Alberta)*  
*Insurance Act (Alberta)*  
*Loan and Trust Corporations Act (Alberta)*  
*Alberta Heritage Savings Trust Fund Act (Alberta)*  
*Pension Benefits Act (Ontario)*  
*An Act respecting insurance (Québec) (in respect of insurers other than guarantee funds)*  
*Supplemental Pension Plans Act (Québec)*  
*An Act respecting trust companies and savings companies (Québec) (for a trust company investing its own funds and deposits it receives and a savings company investing its funds)*

**Prior Information Memorandum:** This Information Memorandum dated September 10, 2009 replaces the Corporation's Information Memorandum dated October 16, 2006.

**ENBRIDGE GAS DISTRIBUTION INC.**


**Resolution of the Board Of Directors Authorizing  
the Issue and Sale of Short Term Promissory Notes**

BE IT RESOLVED THAT:

1. The Corporation borrow money by the issue and sale of commercial paper in the form of unsecured promissory notes (the "Notes"), whether in certificated form or "book-entry only" form, each Note to be in a denomination of not less than \$100,000 in lawful money of Canada or the equivalent thereof in other currencies and to have a maturity date of not more than one year from the date of its issue; provided that the aggregate principal amount of such Notes outstanding at any time shall not exceed the sum of \$1 Billion in lawful money of Canada or the equivalent thereof in other currencies; and provided further that such limitation as to aggregate principal amount shall be directory only and shall not in any way limit the rights of a holder of any such Notes;
2. Any two of the officers of the Corporation, one of whom shall be the Vice President, Finance or the Treasurer (the "Authorized Officers"), be and they are hereby authorized and empowered on behalf of the Corporation from time to time to execute, either by manual or facsimile signature, and deliver Notes, subject to the limitations described in paragraph 1 above and otherwise in such forms and in such amounts and upon such terms (including maturity dates and rates of interest or discount) as they may determine, such determination to be conclusively evidenced by their execution thereof, and, in the case of Notes issued in certificated form, to designate and authorize by instruments in writing, one or more banks, trust companies or other agents to countersign the Notes and to deliver the same to the purchaser or purchasers thereof, and to execute and deliver any or all other documents in any way relating to any money so borrowed;
3. Any Note which has been executed by the manual or facsimile signatures of any two Authorized Officers and, in the case of Notes issued in certificated form only, countersigned by either manual or facsimile signature on behalf of the Corporation, shall constitute a valid and binding obligation of the Corporation enforceable in accordance with its terms notwithstanding that, at any time after execution of such Note, any person duly authorized to execute or countersign the same may cease to hold the office or position held by such person at the time such person executed or countersigned such Note;
4. The authority hereby granted shall be in substitution for and replacement of the authority granted in resolutions heretofore duly adopted with reference to the issue of unsecured promissory notes of the Corporation, but such substitution and replacement shall not in any way impair the validity of any such notes issued and outstanding thereunder; and
5. The Authorized Officers be and are hereby authorized and directed to do all acts and things and to execute or cause to be executed all such agreements, instruments and documents as such officers, in such officers' discretion, may deem necessary or desirable to give effect to this resolution.

The undersigned, Corporate Secretary of the Corporation, certifies that the foregoing is a true and correct copy of a resolution passed by the board of directors of the Corporation in writing and that such resolution has not been amended or repealed and is in full force and effect as of the date hereof.



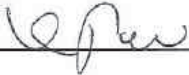

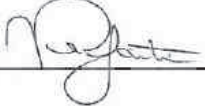




DATED the 10<sup>th</sup> day of September, 2009.

  
\_\_\_\_\_  
Mark R. Boyce  
Corporate Secretary


# ENBRIDGE GAS DISTRIBUTION INC.

## CERTIFICATE OF INCUMBENCY

The undersigned, Mark R. Boyce, Corporate Secretary of Enbridge Gas Distribution Inc. (the "Corporation") hereby certifies that the persons named below do hold the position with the Corporation set forth opposite his or her name and that the signature appearing opposite each such person's name is the true signature of such person:

<u>Office</u>	<u>Name</u>	<u>Signature</u>
President	Janet A. Holder	
Vice President, Operations	Glenn W. Beaumont	
Vice President, Finance & Information Technology	William G. Ross	
Vice President, Engineering	James W. Milner	
Vice President, Business Development & Customer Strategy	Arunas J. Pleckaitis	
Vice President, Gas Distribution Law & Deputy General Counsel	Mark R. Boyce	
Vice President, Energy Supply, Storage Development & Regulatory	James C. Grant	
Corporate Secretary	Mark R. Boyce	
Assistant Corporate Secretary	Alison T. Love	

DATED this 10th day of September, 2009.

  
Mark R. Boyce  
Corporate Secretary

Barristers & Solicitors  
Patent & Trade-mark Agents

McCarthy Tétrault

**McCarthy Tétrault LLP**  
Suite 3300, 421-7th Avenue S.W.  
Calgary AB T2P 4K9  
Canada  
Telephone: 403 260-3500  
Facsimile: 403 260-3501  
mccarthy.ca

September 10, 2009

Enbridge Gas Distribution Inc.  
500 Consumers Road  
North York, Ontario  
M2J 1P5

Dear Sirs:

**Re: Issue of Short Term Promissory Notes**

We have acted as counsel to Enbridge Gas Distribution Inc. (the "Corporation") in connection with the proposed issue and sale by the Corporation of short term promissory notes (the "Notes"). Each Note shall mature not more than 364 days from its date of issue and shall have a denomination of not less than \$100,000 in lawful money of Canada or the equivalent thereof on the date of purchase in other currencies and otherwise have the terms more particularly described in the Corporation's information memorandum dated September 10, 2009, of which this opinion forms part (the "Information Memorandum"). The Corporation has limited the aggregate principal amount of Notes which may be outstanding at any time to \$800,000,000 in lawful money of Canada or the equivalent thereof in other currencies and the Notes are not convertible or exchangeable into or accompanied by a right to purchase another security.

Scope of Review

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, records of corporate proceedings, certificates of officers of the Corporation and of government officials and such other material as we have considered necessary or appropriate for the purposes of this opinion. In such examination, we have assumed the genuineness of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as certified or conformed copies or facsimiles.

As to various questions of fact material to our opinion which we have not verified independently, we have relied upon certificates of, or letters from, government officials, the Corporation or its officers and the Corporation's auditors. The qualification of any opinion or statement with respect to the existence or absence of facts "of which we are aware" means actual awareness by those of our lawyers involved in the preparation of the Information Memorandum.

In giving the opinions set forth below with respect to provinces other than Alberta, British Columbia, Ontario and Québec, we have relied upon opinions of counsel in the provinces of Saskatchewan, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island. We believe you, and we, are entitled to rely on such opinions. To the extent that such opinions are based on any assumption or are made subject to any limitation or qualification, this opinion is based on the same assumption and made subject to the same limitation or qualification.

We are solicitors qualified to practise law in the provinces of Alberta, British Columbia, Ontario and Québec. This opinion is limited to the laws of the province of Ontario and the federal laws of Canada applicable therein, except for (i) the opinion in paragraph 4 which is with respect to the laws of each of the provinces of Canada subject to and rendered, in the case of the opinions referred to in the previous paragraph, in reliance on the opinions of counsel described above, (ii) the opinion expressed in paragraph 5 which is limited to the laws of the Province of Québec and (iii) the opinion in paragraph 6 which is also with respect to the laws of British Columbia, Alberta, Québec and the federal laws of Canada applicable therein, in each case as such laws are in force at the date hereof.

## Qualifications

With respect to the opinion expressed in paragraph 3, the enforceability of the Notes may be limited by: (a) any applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally; (b) the qualification that the granting of equitable remedies such as specific performance and injunction are in the discretion of the court having jurisdiction; (c) the equitable or statutory power of the court having jurisdiction to stay proceedings before it and the execution of judgments; (d) the qualification that the interest rate specified in an interest bearing Note may not be enforceable after a judgment is obtained against the Corporation for the amount owing thereunder; (e) with respect to Notes payable in a currency other than that of Canada, the *Currency Act* (Canada) which provides that judgment in courts in Canada may be obtained only in Canadian currency and (f) the provisions for the payment of interest under any Note may be unenforceable if "interest" is to be received under the Note at a "criminal rate", in each case within the meaning of section 347 of the *Criminal Code* (Canada).

We have assumed that any agent acting in connection with the offer and sale of the Notes is registered under applicable securities laws in a category permitting it to trade in the Notes and that any such agent has complied with the relevant provisions of such applicable securities laws and the terms of such registration in connection with such offer and sale and that at the time of any trade in the Notes hereafter referred to no order, ruling, decision or condition of any agent's registration is in effect that restricts any trades in the Notes or that affects any person or company that engages in any such trades, including, without limitation, cease trade orders and conditions of registration directing that any dealer registration exemption does not apply to any person or company.

## Opinion

Based upon and subject to the foregoing, we are of the opinion that:

1. The Corporation is a corporation incorporated and subsisting under the *Business Corporations Act* (Ontario) and has the corporate power to borrow money and to create, issue and sell the Notes.
2. All necessary corporate action has been taken by the Corporation to authorize the borrowing of money through the sale of the Notes and the creation, issue and sale of the Notes.
3. The Notes, when issued in a form of one of the specimen copies set forth in the Information Memorandum, and when signed by the manual or facsimile signatures of any two of the officers of the Corporation, one of which shall be the Vice President, Finance or the Treasurer and, in the case of Notes issued in certificated form only, countersigned by either manual or facsimile signature on behalf of the Corporation, and when delivered by or on behalf of the Corporation for value, will constitute valid and legally binding obligations of the Corporation, enforceable in accordance with their respective terms.
4. The Corporation may directly, or through duly registered dealers or through persons exempt from registration in the applicable province, offer and sell the Notes in each province in Canada without making any filing under, or registering with, any governmental or public body or authority pursuant to the securities legislation in each of the provinces of Canada, except for the filing without delay with the Autorité des marchés financiers of this Information Memorandum and any other disclosure document delivered to purchasers of the Notes in Québec, provided that:
  - (a) the Notes have a rating at or above one of the following rating categories (each an "Approved Credit Rating") or a category that replaces one of the following rating categories issued by an approved credit rating organization, as indicated below, or any of their respective successors (each an "Approved Credit Rating Organization"):

<u>Approved Credit Rating Organization</u>	<u>Approved Credit Rating</u>
DBRS Limited	R- 1 (low)
Fitch Ratings	F1
Moody's Investors Service, Inc.	P-1
Standard & Poor's Corporation	A-1 (low)

- (b) no Approved Credit Rating Organization has rated the Notes in a rating category that is not an Approved Credit Rating; and
  - (c) there has been no announcement by an Approved Credit Rating Organization of which the Corporation is or reasonably should be aware that the rating of the Notes to which the Approved Credit Rating was given may be down-graded to a rating category that would not be an Approved Credit Rating.
5. The French language text of the Information Memorandum and the specimen forms of the Notes are, in all material respects, complete and proper translations of the respective English language texts thereof.
6. The Notes offered hereby, as of the date hereof, will not be precluded as investments, subject to compliance with the prudent investment standards and general investment provisions and restrictions of the statutes referred to below (and, where applicable, regulations or guidelines thereunder) and, in certain cases, subject to the satisfaction of additional requirements relating to investment or lending policies, procedures or goals and, in certain cases, the filing of such policies, procedures or goals, under the following statutes:

*Insurance Companies Act (Canada)*

*Pension Benefits Standards Act, 1985 (Canada)*

*Trust and Loan Companies Act (Canada)*

*Financial Institutions Act (British Columbia)*

*Employment Pension Plans Act (Alberta)*

*Insurance Act (Alberta)*

*Loan and Trust Corporations Act (Alberta)*

*Alberta Heritage Savings Trust Fund Act (Alberta)*

*Pension Benefits Act (Ontario)*

*An Act respecting insurance (Québec) (in respect of insurers other than guarantee funds)*

*Supplemental Pension Plans Act (Québec)*

*An Act respecting trust companies and savings companies (Québec) (for a trust company investing its own funds and deposits it receives and a savings company investing its funds)*

Yours truly,

*(signed) "McCarthy Tétrault LLP"*



## STATUTORY RIGHTS OF ACTION FOR DAMAGES OR RESCISSION - NOVA SCOTIA

Section 138 of the *Securities Act* (Nova Scotia) provides that if this Information Memorandum, together with any amendment hereto, or any record incorporated by reference in, or deemed incorporated into, this Information Memorandum or any amendment hereto, or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) in respect of the Notes contains an untrue statement of a material fact or omits to state a material fact that is required to be stated or that is necessary in order to make any statement contained herein or therein not misleading in light of the circumstances in which it was made (a “misrepresentation”), any purchaser to whom this Information Memorandum is sent or delivered who purchases the Notes referred to in this Information Memorandum, or such amendment or record, and any purchaser who purchases the Notes referred to in such advertising or sales literature, is deemed to have relied on that misrepresentation if it was a misrepresentation at the time of purchase and has, subject as hereinafter provided, a statutory right of action for damages against the seller (including the Corporation), every director of the seller at the date of this Information Memorandum, and every person who signed this Information Memorandum (and the liability of such persons and companies is joint and several with respect to the same cause of action), or the purchaser may elect instead to exercise a statutory right of rescission against the seller in which case the purchaser has no right of action for damages against the seller, any director of the seller at the date of this Information Memorandum, or any person who signed this Information Memorandum, provided that:

- (a) no action shall be commenced to enforce the right of rescission or damages created under Section 138 of the *Securities Act* (Nova Scotia) more than 120 days after the date payment was made for the Notes (or after the date on which initial payment was made for the Notes where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment);
- (b) no person or company is liable under Section 138 of the *Securities Act* (Nova Scotia) if the person or company proves that the purchaser purchased the Notes with knowledge of the misrepresentation;
- (c) no person or company, other than the Corporation, is liable under Section 138 of the *Securities Act* if the person or company proves that:
  - (i) this information Memorandum, or the amendment hereto, was sent or delivered to the purchaser without the person’s or company’s knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person’s or company’s knowledge or consent;
  - (ii) after delivery of this Information Memorandum, or the amendment hereto, and before the purchase of the Notes by the purchaser, on becoming aware of any misrepresentation in this Information Memorandum, or the amendment hereto, or any record incorporated or deemed incorporated by reference therein, the person or company withdrew the person’s or company’s consent to this Information Memorandum, or amendment hereto, or such record, and gave reasonable general notice of the withdrawal and the reason for it; or
  - (iii) with respect to any part of this Information Memorandum, or amendment hereto, or any record incorporated or deemed to be incorporated by reference therein, purporting to be made on the authority of an expert, or to be a copy of, or an extract from a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation, or that the relevant part of this Information Memorandum, or amendment hereto, or such record, did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or extract from, the report, opinion or statement of the expert;
- (d) no person or company, other than the Corporation, is liable under Section 138 of the *Securities Act* (Nova Scotia) with respect to any part of this Information Memorandum, or amendment hereto, or any record incorporated or deemed incorporated by reference therein, not purporting to be made on the authority of an expert, or to be a copy of or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation to provide

reasonable grounds for a belief that there had been no misrepresentation, or believed that there had been a misrepresentation;

- (e) in an action for damages under Section 138 of the *Securities Act* (Nova Scotia), the defendant is not liable for all or any part of the damages that the defendant proves does not represent the depreciation in value of the Notes resulting from the misrepresentation;
- (f) the amount recoverable by a plaintiff under Section 138 of the *Securities Act* (Nova Scotia) may not exceed the price at which the Notes were offered under this Information Memorandum or amendment hereto.

The right of action for rescission or damages conferred by Section 138 of the *Securities Act* (Nova Scotia) is in addition to and not in derogation from any other right or remedy available at law or otherwise to the purchaser.



# Enbridge Gas Distribution Inc.

No.  
N°

## PROMISSORY NOTE/BILLET À ORDRE DISCOUNT/INTEREST BEARING/À ESCOMPTE/PORTANT INTÉRÊT

This is a depository note subject to the *Depository Bills and Notes Act* (Canada).  
*Le présent billet est un billet de dépôt assujéti à la Loi sur les lettres les billets de dépôt (Canada).*

Issue Date  
*Date d'émission*

Due Date  
*Date d'échéance*

**Enbridge Gas Distribution Inc.**, for value received, hereby promises to pay to or to the order of CDS & Co.  
*Enbridge Gas Distribution Inc., valeur reçue, promet par les présentes de payer à CDS & Co. ou à son ordre*

on the due date, the sum of  
*à la date d'échéance la somme de*

in lawful money of  
*en monnaie légale du (de, des, d')*

with interest thereon at the rate of \_\_\_\_\_ per cent ( %)  
*avec intérêt au taux de \_\_\_\_\_ pour cent ( %)*

per annum from the date hereof to the date of maturity, upon due presentation and surrender of this promissory note.  
*l'an à compter de la date des présentes jusqu'à la date d'échéance, sur présentation valable et remise du présent billet à ordre.*

**Enbridge Gas Distribution Inc.**

By/par:   
Authorized Signing Officer/Signataire autorisé

By/par:   
Authorized Signing Officer/Signataire autorisé

“Book-Entry-Only Form”  
« Inscription en compte uniquement »





# Enbridge Gas Distribution Inc.

No.  
N°

## PROMISSORY NOTE/BILLET À ORDRE DISCOUNT/INTEREST BEARING/À ESCOMPTE/PORTANT INTÉRÊT

Issue Date  
*Date d'émission*

Due Date  
*Date d'échéance*

**Enbridge Gas Distribution Inc.**, for value received, hereby promises to pay to or to the order of  
**Enbridge Gas Distribution Inc.**, *valeur reçue, promet par les présentes de payer à ou son ordre*

on the due date, the sum of  
*à la date d'échéance la somme de*

in lawful money of  
*en monnaie légale du (de, des, d')*  
per annum from the date hereof to the date of maturity, upon due presentation and surrender of this promissory note.  
*l'an à compter de la date des présentes jusqu'à la date d'échéance, sur présentation valable et remise du présent billet à ordre.*

with interest thereon at the rate of  
*avec intérêt au taux de*

per cent ( %)  
*pour cent ( %)*

This promissory note shall become valid only when manually countersigned by a duly authorized officer of the issuing agent.  
*Le présent billet à ordre ne devient valide que lorsqu'il a été contresigné à la main par un signataire dûment autorisé de l'agent émetteur.*

Countersigned as issuing agent for **Enbridge Gas Distribution Inc.**  
*Contresigné à titre d'agent émetteur Enbridge Gas Distribution Inc.*

**Enbridge Gas Distribution Inc.**

By/par: \_\_\_\_\_  
Authorized Signing Officer/Signataire autorisé

By/par:   
Authorized Signing Officer/Signataire autorisé

By/par:   
Authorized Signing Officer/Signataire autorisé

Certificated Form  
Certificat