

Blackline Tariff Sheets

Toll Schedule FT-H Sheets - Blackline

- 2.4 Transporter will receive for Shipper's account for Transportation hereunder daily quantities of Gas up to Shipper's Contracted Capacity, plus an amount reflecting a Fuel Requirement as determined in GT&C section 11, at the Receipt Point(s) on Transporter's system available to Shipper pursuant to Shipper's FT-H Hourly Firm Transportation Agreement and the GT&C. Such Contracted Capacity shall be specified in Shipper's FT-H Hourly Firm Transportation Agreement.

Transporter will deliver for Shipper's account, at the Delivery Point(s) nominated by Shipper from the Delivery Point(s) listed in Exhibit A to Shipper's FT-H Hourly Firm Transportation Agreement less Fuel Requirements, GJs equivalent to the amount of GJs received by Transporter at the Receipt Point(s).

- 2.5 Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Shipper pursuant to this Toll Schedule.
- 2.6 Shipper shall elect to deliver and receive the hourly delivery quantity of its Contracted Capacity during a specified hourly period within the Day as set forth in the executed Transportation Agreement. Shipper's "Hourly Delivery Quantity" shall be the Contracted Capacity divided by the specified Hourly Delivery Period set forth in the Transportation Agreement. The "Hourly Delivery Period" shall be the minimum amount of time within which Transporter shall be required to deliver Shipper's Contracted Capacity, but not for an Hourly Delivery Period of less than four (4) hours or greater than sixteen (16) hours. Unless agreed otherwise by Transporter, Shipper shall provide and take the Gas per the confirmed nomination stated on an hourly basis during the selected Hourly Delivery Period.
- 2.7 At such time as Shipper either desires to initiate service on any Day under the Agreement or requires a change in the quantity of deliveries during a part of any ~~Gas Day~~, in addition to the nomination timeline provisions of Section 5.2 of the GT&C, Shipper will notify Transporter ~~by written communication via fax or electronic media~~ via QuickNom™ at least one (1) hour prior to the time requested for such initiation or change in service this Toll Schedule, unless agreed otherwise by Transporter. Transporter shall ~~provide written~~ its ~~confirmation via fax or electronic media~~ confirmation of the nomination within one (1) hour after receipt of Shipper's ~~written communication~~ nomination. At no time shall Transporter be required to provide service under this Toll Schedule until Transporter has received appropriate confirmation from the upstream and/or downstream operators at the respective Receipt Point(s) and Delivery Point(s), provided that Transporter may elect to do so to the extent operational conditions permit and no other shippers are adversely affected.
- 2.8 To the extent Transporter provides service hereunder by displacement of gas received downstream of the Delivery Point(s), Transporter's obligation shall be

Toll Schedule MBA Sheets - Blackline

**ARTICLE 2. APPLICABILITY AND CHARACTER OF SERVICE**

- 2.1 This Toll Schedule shall apply to Management of Balancing Service where Transporter manages a balancing agreement that a Balancing Provider has entered into with a Balancing Customer.
- 2.2 Balancing Provider shall either itself be physically connected to Transporter's system or have contractual rights to capacity on Transporter's system or at an interconnect with Transporter's system.
- 2.3 Because Balancing Provider cannot control the physical flow of Gas both into and off Transporter's system, Transporter will manage the physical flow of Gas receipts and deliveries on its system at the Balancing Point(s) and Market Point(s) for the purpose of maintaining acceptable line pack within Transporter's system.
- 2.4 Balancing Provider is responsible for ensuring it has sufficient quantities of Gas scheduled at or beyond the Market Point and Balancing Point(s) at any point in time during the Day on Transporter's system to meet or exceed the balancing requirements under the Agreement.
- 2.5 Balancing Provider must designate Receipt and Delivery Point(s) under its Transportation Agreement(s) that will allow the physical flow of Gas sufficient to satisfy the requirements of the Agreement.
- 2.6 For purposes of the Transportation Agreement(s) associated with this service, the terms of GT&C section 16 shall apply.
- 2.7 The balancing service pursuant to this Toll Schedule will operate as follows:
- (a) Balancing Provider shall first make a nomination ~~prior to service~~ pursuant to GT&C section 5 under its Transportation Agreement(s) prior to initiating service on any Day under this Agreement.
  - (b) At such time as Balancing Customer either desires to initiate service on any Day under the Agreement or requires a change in the quantity of deliveries during a part of any Day, Balancing Provider will ~~notify nominate to~~ Transporter ~~by written communication via fax or electronic media via QuickNom™~~ no less than one (1) hour prior to the time requested for service or change unless agreed otherwise by Transporter, of (i) the time when such change in deliveries should take place, (ii) the amount of deliveries requested, and (iii) the duration in hours of the requested change. ~~Upon Transporter's verbal acceptance of a requested change, Balancing Provider will confirm the request via fax or electronic media within one (1) hour, unless agreed otherwise by Transporter.~~ Transporter shall provide its confirmation of the nomination within one (1) hour after receipt of Balancing Provider's nomination. At no time shall Transporter be required to provide service under this Toll Schedule until Transporter has received appropriate confirmation from the upstream

and/or downstream operators at the respective Balancing Point(s) and Market Point. Any change requested by Balancing Provider in the quantity of Gas to be delivered during part of a

Day shall not result in deliveries to a Market Point (i) in excess of the total quantity of Gas scheduled by Transporter for Balancing Provider on that Day under its Transportation Agreement, (ii) in excess of Balancing Provider's Contracted Capacity under its Transportation Agreement, and (iii) in excess of the contract quantities set forth in the Agreement.

- (c) When Balancing Provider requests a change in the quantity of Gas to be delivered to a Market Point during part of a Day, Balancing Provider also shall request the appropriate change to the quantities of Gas received or delivered at the Balancing Point(s), unless alternative scheduling arrangements have been agreed to by Transporter. At no time shall Transporter be required to provide service under this Toll Schedule until Transporter has received appropriate confirmation of a change in the quantity of Gas to be received at the Balancing Point(s), provided that Transporter may elect to do so to the extent operational conditions permit and no other shippers are adversely affected.
- 2.8 Any quantity change to deliveries requested at a Market Point will be designated as a delivery to an Alternate Delivery Point, and at a Balancing Point(s) shall be designated as a receipt to an Alternate Receipt Point, for purposes of Priority of Service and Curtailment pursuant to section 6 of the GT&C and will comply with all applicable NAESB Standards.
- 2.9 In the event more than one Balancing Provider is providing balancing service at the same Market Point, the point operator of that Market Point shall provide Transporter with a predetermined allocation.
- 2.10 Where Balancing Provider fails, after confirmation by Transporter in section 2.7(b), to provide for the receipt or delivery of sufficient quantities of Gas to effect a requested balancing service at a Market Point, Balancing Provider will be deemed responsible for any resultant charges under the GT&C. To the extent Balancing Provider causes an imbalance quantity in excess of the maximum imbalance coverage per day set forth in the Agreement, Transporter may terminate the Agreement without further notice. Such termination will not relieve Balancing Provider of its liabilities under this Toll Schedule, or such other lawful remedies as Transporter may pursue.

## General Terms and Conditions Sheets - Blackline



- 1.40** "Operator" means the corporation(s) or other Person(s) retained by Transporter to operate its pipeline system, or portions thereof, in an efficient and coordinated manner, including but not restricted to, the management of facilities, receipt and disposition of nominations, scheduling of receipts and deliveries, administration of Service Agreements and Transportation Agreements and accounting. Where appropriate, references to Transporter herein may include Operator acting on behalf of Transporter.
- 1.41** "Park and Loan Service Agreement" means an agreement pursuant to which Transporter is obligated to provide park and loan service to a Shipper.
- 1.42** "Payment Due Date" means the 10th calendar day after receipt of an invoice sent pursuant to section 12 of the GT&C. If the Payment Due Date is not a Business Day, then payment must be received by Transporter or by the financial institution so designated by Transporter for payment, on or before the first Business Day immediately following the Payment Due Date.
- 1.43** "Person" means a natural person, sole proprietorship, firm, trust, trustee, executor, administrator or other legal personal representative, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, unincorporated association, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.
- 1.44** "Prepayment", with respect to creditworthiness, means the advance payment for transportation services rendered by Transporter.
- 1.45** "Primary Delivery Point(s)" means those Delivery Point(s) on Transporter's system where quantities of Gas may be delivered by Transporter for the account of Shipper, as described in an effective Transportation Agreement between Shipper and Transporter.
- 1.46** "Primary Receipt Point(s)" means those Receipt Point(s) on Transporter's system where quantities of Gas may be received by Transporter for the account of Shipper, as described in an effective Transportation Agreement between Shipper and Transporter.
- 1.47** "Prime Rate" means, at any time, the per annum rate of interest then designated by the main branch of The Bank of Nova Scotia in Toronto, Ontario as its reference rate of interest for Canadian dollar commercial loans in Canada and which is announced by such Bank as its Prime Rate. A rate of interest payable pursuant hereto shall change automatically without notice to any party on each occasion upon which the Prime Rate is varied.
- 1.48** "QuickNom™" means Transporter's electronic communication system which is available to any Shipper who has executed a Web Access Agreement. In the event of a failure of electronic nomination/scheduling communication

equipment, the Internet, or a third party service provider, or any other similar emergency event, the term "QuickNom™" shall also incorporate a mutually agreed upon means of alternate communication between Shipper and Transporter.

**1.489** "Receipt Point" is any point on Transporter's system where quantities of Gas may be received by Transporter.

- 1.4950** "Reservation Charge" means the reservation charge component of the toll applicable to firm transportation service as specified in Transporter's Tariff and the Firm Transportation Agreement between such Shipper and Transporter.
- 1.501** "Scheduled Daily Delivery" means the quantity of Gas which during any one day Shipper has nominated and Transporter has confirmed for delivery.
- 1.512** "Scheduled Quantity" is the quantity of Gas a Shipper nominates for receipt by Transporter at a Receipt Point and for redelivery by Transporter for Shipper at a Delivery Point, and that Transporter schedules for Transportation.
- 1.523** "Shipper" means a Person who uses the services of Transporter pursuant to the Tariff.
- 1.534** "System Capacity" is the quantitative ability of Transporter's existing system to provide maximum Gas Transportation service. The ability of Transporter's system to maintain Gas Transportation service may be limited by changes in prevailing operating pressures, temperatures, Gas flow rates and Gas flow directions within any portion(s) of Transporter's system, including any Receipt Point(s) or Delivery Point(s); physical capacity limitations of regulators, valves, pipelines or pipeline segments, measuring facilities or appurtenances to Transporter's system; and necessary testing, maintenance, repair, overhaul, alternation, modification, replacement, enlargement, or construction of pipelines, metering, regulating, and other transmission facilities and equipment appurtenant to Transporter's system.
- 1.545** "Tariff" means Transporter's NEB Transportation Tariff, as amended and filed from time to time with the Board.
- 1.556** "Title Transfer Service Agreement" means an agreement pursuant to which Transporter is obligated to provide title transfer service, pursuant to the Title Transfer Service Toll Schedule.
- 1.567** "Transportation" means the receipt of Gas for Shipper's account at Receipt Points on Transporter's pipeline system that are available to Shipper pursuant to Shipper's Transportation Agreement and the delivery, for Shipper's account, of Gas to Transporter at the Delivery Point(s) set forth in Exhibit A of Shipper's Transportation Agreement, including service as available via displacement of Gas received downstream of the Delivery Point(s).
- 1.578** "Transportation Agreement" means an agreement pursuant to the Tariff under which Transporter provides Transportation or other contract services to a Shipper.
- 1.589** "Transporter" means Vector Pipeline Limited Partnership.
- 1.5960** "U.S. Pipeline" means Vector Pipeline L.P.

- 1.601** "Unauthorized Overrun" means quantities of Gas transported by Transporter on behalf of a Shipper in excess of Shipper's Contracted Quantity without Transporter's advance approval.
- 1.612** "Volume" shall mean the number of Cubic Meters adjusted for heat content in Gigajoules.
- 1.623** "Web Site" means Transporter's interactive Internet web site through which Transporter will post all information and conduct business electronically. Third party connections using Transporter's Web Site shall be accomplished under the terms of an EDM. Transporter's web site is [www.vector-pipeline.com](http://www.vector-pipeline.com).
- 1.634** "Year" means a period of 365 consecutive days, except that any year which contains the date February 29 shall consist of 366 consecutive days.

## **2. QUALITY OF GAS**

- 2.1** All Gas to be received by Transporter from Shipper shall conform to the following specifications:
- (a) A minimum Gross Heating Value of 36 megajoules per Cubic Metre and a maximum Gross Heating Value of 41 megajoules per Cubic Metre.
  - (b) Commercially free, at the prevailing pressure and temperature in Transporter's pipeline, from objectionable odors, sand, dust, gums, oils, hydrocarbons liquefiable at temperatures in excess of minus ten degrees Celsius (-10° C) at the prevailing operating pressure, impurities, other objectionable substances which may become separated from the Gas, and other solids or liquids which will render it unmerchantable or cause injury to or interference with proper operations of the lines, regulators, meters or other appliances through which it flows; and shall not contain any substance not contained in the Gas at the time the same was produced other than traces of those materials and chemicals necessary for the transportation and delivery of the Gas and which do not cause it to fail to meet any of the quality specifications herein set forth.
  - (c) Contain no more than 6 milligrams of hydrogen sulphide per Cubic Metre of Gas nor more than 460 milligrams of total sulphur per Cubic Metre of Gas as determined by standard methods of testing.
  - (d) Not contain more than 4% by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed 2% by volume.
  - (e) Have been dehydrated, if necessary, for removal of water present therein in a vapour state, and shall in no event contain more than 64 milligrams of

misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

## 5. NOMINATIONS

5.1 For service required on any Day under each of Shipper's Transportation Agreements, Shipper shall provide Transporter with a nomination providing the Shipper's requested Receipt Point(s), contract numbers, the applicable service, the quantity of Gas to be delivered, the requested Delivery Point(s), and such additional information as Transporter determines to be necessary.

5.2 Nominations are to be ~~provided~~ communicated to Transporter ~~in writing or by electronic means~~ via QuickNom™, so as to be received by Transporter in accordance with the timelines established in conjunction with U.S. Pipeline, which reflect the NAESB Standard nomination cycles. For greater certainty, such nomination cycle timelines are as follows:

- (a) The Timely Nomination Cycle: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by Transporter; noon to send quick response; 3:30 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by Shipper and point operator (Central Clock Time on the Day prior to flow).
- (b) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Transporter; 6:30 pm to send quick response; 9:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to curtailed parties (notice to curtailed parties), (Central Clock Time on the Day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another service requester on Transporter to receive notice that it is being bumped should be effective at 9:00 am on Day; and when an Evening Nomination causes another service requester on Transporter to receive notice that it is being curtailed, the scheduled quantities should be effective at 9:00 am on Day. Bumping of previously scheduled firm transportation service is not allowed during the Evening Nomination Cycle.
- (c) The Intra-day 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Transporter; 10:30 am to send quick response; 1:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to curtailed parties (notice to curtailed parties), (Central Clock

## Final Form Tariff Sheets

Toll Schedule FT-H Sheets - Final Form

- 2.4** Transporter will receive for Shipper's account for Transportation hereunder daily quantities of Gas up to Shipper's Contracted Capacity, plus an amount reflecting a Fuel Requirement as determined in GT&C section 11, at the Receipt Point(s) on Transporter's system available to Shipper pursuant to Shipper's FT-H Hourly Firm Transportation Agreement and the GT&C. Such Contracted Capacity shall be specified in Shipper's FT-H Hourly Firm Transportation Agreement.

Transporter will deliver for Shipper's account, at the Delivery Point(s) nominated by Shipper from the Delivery Point(s) listed in Exhibit A to Shipper's FT-H Hourly Firm Transportation Agreement less Fuel Requirements, GJs equivalent to the amount of GJs received by Transporter at the Receipt Point(s).

- 2.5** Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Shipper pursuant to this Toll Schedule.

- 2.6** Shipper shall elect to deliver and receive the hourly delivery quantity of its Contracted Capacity during a specified hourly period within the Day as set forth in the executed Transportation Agreement. Shipper's "Hourly Delivery Quantity" shall be the Contracted Capacity divided by the specified Hourly Delivery Period set forth in the Transportation Agreement. The "Hourly Delivery Period" shall be the minimum amount of time within which Transporter shall be required to deliver Shipper's Contracted Capacity, but not for an Hourly Delivery Period of less than four (4) hours or greater than sixteen (16) hours. Unless agreed otherwise by Transporter, Shipper shall provide and take the Gas per the confirmed nomination stated on an hourly basis during the selected Hourly Delivery Period.

- 2.7** At such time as Shipper either desires to initiate service on any Day under the Agreement or requires a change in the quantity of deliveries during a part of any Day, in addition to the nomination timeline provisions of Section 5.2 of the GT&C, Shipper will notify Transporter via QuickNom™ at least one (1) hour prior to the time requested for such initiation or change in service this Toll Schedule, unless agreed otherwise by Transporter. Transporter shall provide its confirmation of the nomination within one (1) hour after receipt of Shipper's nomination. At no time shall Transporter be required to provide service under this Toll Schedule until Transporter has received appropriate confirmation from the upstream and/or downstream operators at the respective Receipt Point(s) and Delivery Point(s), provided that Transporter may elect to do so to the extent operational conditions permit and no other shippers are adversely affected.

- 2.8** To the extent Transporter provides service hereunder by displacement of gas received downstream of the Delivery Point(s), Transporter's obligation shall be



Toll Schedule MBA Sheets - Final Form

**ARTICLE 2. APPLICABILITY AND CHARACTER OF SERVICE**

- 2.1** This Toll Schedule shall apply to Management of Balancing Service where Transporter manages a balancing agreement that a Balancing Provider has entered into with a Balancing Customer.
- 2.2** Balancing Provider shall either itself be physically connected to Transporter's system or have contractual rights to capacity on Transporter's system or at an interconnect with Transporter's system.
- 2.3** Because Balancing Provider cannot control the physical flow of Gas both into and off Transporter's system, Transporter will manage the physical flow of Gas receipts and deliveries on its system at the Balancing Point(s) and Market Point(s) for the purpose of maintaining acceptable line pack within Transporter's system.
- 2.4** Balancing Provider is responsible for ensuring it has sufficient quantities of Gas scheduled at or beyond the Market Point and Balancing Point(s) at any point in time during the Day on Transporter's system to meet or exceed the balancing requirements under the Agreement.
- 2.5** Balancing Provider must designate Receipt and Delivery Point(s) under its Transportation Agreement(s) that will allow the physical flow of Gas sufficient to satisfy the requirements of the Agreement.
- 2.6** For purposes of the Transportation Agreement(s) associated with this service, the terms of GT&C section 16 shall apply.
- 2.7** The balancing service pursuant to this Toll Schedule will operate as follows:
- (a) Balancing Provider shall first make a nomination pursuant to GT&C section 5 under its Transportation Agreement(s) prior to initiating service on any Day under this Agreement.
  - (b) At such time as Balancing Customer either desires to initiate service on any Day under the Agreement or requires a change in the quantity of deliveries during a part of any Day, Balancing Provider will nominate to Transporter via QuickNom™ no less than one (1) hour prior to the time requested for service or change unless agreed otherwise by Transporter, of (i) the time when such change in deliveries should take place, (ii) the amount of deliveries requested, and (iii) the duration in hours of the requested change. Transporter shall provide its confirmation of the nomination within one (1) hour after receipt of Balancing Provider's nomination. At no time shall Transporter be required to provide service under this Toll Schedule until Transporter has received appropriate confirmation from the upstream and/or downstream operators at the respective Balancing Point(s) and Market Point. Any change requested by Balancing Provider in the quantity of Gas to be delivered during part of a

Day shall not result in deliveries to a Market Point (i) in excess of the total quantity of Gas scheduled by Transporter for Balancing Provider on that Day under its Transportation Agreement, (ii) in excess of Balancing Provider's Contracted Capacity under its Transportation Agreement, and (iii) in excess of the contract quantities set forth in the Agreement.

- (c) When Balancing Provider requests a change in the quantity of Gas to be delivered to a Market Point during part of a Day, Balancing Provider also shall request the appropriate change to the quantities of Gas received or delivered at the Balancing Point(s), unless alternative scheduling arrangements have been agreed to by Transporter. At no time shall Transporter be required to provide service under this Toll Schedule until Transporter has received appropriate confirmation of a change in the quantity of Gas to be received at the Balancing Point(s), provided that Transporter may elect to do so to the extent operational conditions permit and no other shippers are adversely affected.
- 2.8 Any quantity change to deliveries requested at a Market Point will be designated as a delivery to an Alternate Delivery Point, and at a Balancing Point(s) shall be designated as a receipt to an Alternate Receipt Point, for purposes of Priority of Service and Curtailment pursuant to section 6 of the GT&C and will comply with all applicable NAESB Standards.
- 2.9 In the event more than one Balancing Provider is providing balancing service at the same Market Point, the point operator of that Market Point shall provide Transporter with a predetermined allocation.
- 2.10 Where Balancing Provider fails, after confirmation by Transporter in section 2.7(b), to provide for the receipt or delivery of sufficient quantities of Gas to effect a requested balancing service at a Market Point, Balancing Provider will be deemed responsible for any resultant charges under the GT&C. To the extent Balancing Provider causes an imbalance quantity in excess of the maximum imbalance coverage per day set forth in the Agreement, Transporter may terminate the Agreement without further notice. Such termination will not relieve Balancing Provider of its liabilities under this Toll Schedule, or such other lawful remedies as Transporter may pursue.

## General Terms and Conditions Sheets - Final Form

- 1.40** "Operator" means the corporation(s) or other Person(s) retained by Transporter to operate its pipeline system, or portions thereof, in an efficient and coordinated manner, including but not restricted to, the management of facilities, receipt and disposition of nominations, scheduling of receipts and deliveries, administration of Service Agreements and Transportation Agreements and accounting. Where appropriate, references to Transporter herein may include Operator acting on behalf of Transporter.
- 1.41** "Park and Loan Service Agreement" means an agreement pursuant to which Transporter is obligated to provide park and loan service to a Shipper.
- 1.42** "Payment Due Date" means the 10th calendar day after receipt of an invoice sent pursuant to section 12 of the GT&C. If the Payment Due Date is not a Business Day, then payment must be received by Transporter or by the financial institution so designated by Transporter for payment, on or before the first Business Day immediately following the Payment Due Date.
- 1.43** "Person" means a natural person, sole proprietorship, firm, trust, trustee, executor, administrator or other legal personal representative, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, unincorporated association, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.
- 1.44** "Prepayment", with respect to creditworthiness, means the advance payment for transportation services rendered by Transporter.
- 1.45** "Primary Delivery Point(s)" means those Delivery Point(s) on Transporter's system where quantities of Gas may be delivered by Transporter for the account of Shipper, as described in an effective Transportation Agreement between Shipper and Transporter.
- 1.46** "Primary Receipt Point(s)" means those Receipt Point(s) on Transporter's system where quantities of Gas may be received by Transporter for the account of Shipper, as described in an effective Transportation Agreement between Shipper and Transporter.
- 1.47** "Prime Rate" means, at any time, the per annum rate of interest then designated by the main branch of The Bank of Nova Scotia in Toronto, Ontario as its reference rate of interest for Canadian dollar commercial loans in Canada and which is announced by such Bank as its Prime Rate. A rate of interest payable pursuant hereto shall change automatically without notice to any party on each occasion upon which the Prime Rate is varied.
- 1.48** "QuickNom™" means Transporter's electronic communication system which is available to any Shipper who has executed a Web Access Agreement. In the event of a failure of electronic nomination/scheduling communication

equipment, the Internet, or a third party service provider, or any other similar emergency event, the term "QuickNom™" shall also incorporate a mutually agreed upon means of alternate communication between Shipper and Transporter.

- 1.49** "Receipt Point" is any point on Transporter's system where quantities of Gas may be received by Transporter.

- 1.50** "Reservation Charge" means the reservation charge component of the toll applicable to firm transportation service as specified in Transporter's Tariff and the Firm Transportation Agreement between such Shipper and Transporter.
- 1.51** "Scheduled Daily Delivery" means the quantity of Gas which during any one day Shipper has nominated and Transporter has confirmed for delivery.
- 1.52** "Scheduled Quantity" is the quantity of Gas a Shipper nominates for receipt by Transporter at a Receipt Point and for redelivery by Transporter for Shipper at a Delivery Point, and that Transporter schedules for Transportation.
- 1.53** "Shipper" means a Person who uses the services of Transporter pursuant to the Tariff.
- 1.54** "System Capacity" is the quantitative ability of Transporter's existing system to provide maximum Gas Transportation service. The ability of Transporter's system to maintain Gas Transportation service may be limited by changes in prevailing operating pressures, temperatures, Gas flow rates and Gas flow directions within any portion(s) of Transporter's system, including any Receipt Point(s) or Delivery Point(s); physical capacity limitations of regulators, valves, pipelines or pipeline segments, measuring facilities or appurtenances to Transporter's system; and necessary testing, maintenance, repair, overhaul, alternation, modification, replacement, enlargement, or construction of pipelines, metering, regulating, and other transmission facilities and equipment appurtenant to Transporter's system.
- 1.55** "Tariff" means Transporter's NEB Transportation Tariff, as amended and filed from time to time with the Board.
- 1.56** "Title Transfer Service Agreement" means an agreement pursuant to which Transporter is obligated to provide title transfer service, pursuant to the Title Transfer Service Toll Schedule.
- 1.57** "Transportation" means the receipt of Gas for Shipper's account at Receipt Points on Transporter's pipeline system that are available to Shipper pursuant to Shipper's Transportation Agreement and the delivery, for Shipper's account, of Gas to Transporter at the Delivery Point(s) set forth in Exhibit A of Shipper's Transportation Agreement, including service as available via displacement of Gas received downstream of the Delivery Point(s).
- 1.58** "Transportation Agreement" means an agreement pursuant to the Tariff under which Transporter provides Transportation or other contract services to a Shipper.
- 1.59** "Transporter" means Vector Pipeline Limited Partnership.
- 1.60** "U.S. Pipeline" means Vector Pipeline L.P.

- 1.61** "Unauthorized Overrun" means quantities of Gas transported by Transporter on behalf of a Shipper in excess of Shipper's Contracted Quantity without Transporter's advance approval.
- 1.62** "Volume" shall mean the number of Cubic Meters adjusted for heat content in Gigajoules.
- 1.63** "Web Site" means Transporter's interactive Internet web site through which Transporter will post all information and conduct business electronically. Third party connections using Transporter's Web Site shall be accomplished under the terms of an EDM. Transporter's web site is [www.vector-pipeline.com](http://www.vector-pipeline.com).
- 1.64** "Year" means a period of 365 consecutive days, except that any year which contains the date February 29 shall consist of 366 consecutive days.

## **2. QUALITY OF GAS**

- 2.1** All Gas to be received by Transporter from Shipper shall conform to the following specifications:
- (a) A minimum Gross Heating Value of 36 megajoules per Cubic Metre and a maximum Gross Heating Value of 41 megajoules per Cubic Metre.
  - (b) Commercially free, at the prevailing pressure and temperature in Transporter's pipeline, from objectionable odors, sand, dust, gums, oils, hydrocarbons liquefiable at temperatures in excess of minus ten degrees Celsius (-10° C) at the prevailing operating pressure, impurities, other objectionable substances which may become separated from the Gas, and other solids or liquids which will render it unmerchantable or cause injury to or interference with proper operations of the lines, regulators, meters or other appliances through which it flows; and shall not contain any substance not contained in the Gas at the time the same was produced other than traces of those materials and chemicals necessary for the transportation and delivery of the Gas and which do not cause it to fail to meet any of the quality specifications herein set forth.
  - (c) Contain no more than 6 milligrams of hydrogen sulphide per Cubic Metre of Gas nor more than 460 milligrams of total sulphur per Cubic Metre of Gas as determined by standard methods of testing.
  - (d) Not contain more than 4% by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed 2% by volume.
  - (e) Have been dehydrated, if necessary, for removal of water present therein in a vapour state, and shall in no event contain more than 64 milligrams of



misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

## 5. NOMINATIONS

**5.1** For service required on any Day under each of Shipper's Transportation Agreements, Shipper shall provide Transporter with a nomination providing the Shipper's requested Receipt Point(s), contract numbers, the applicable service, the quantity of Gas to be delivered, the requested Delivery Point(s), and such additional information as Transporter determines to be necessary.

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- (a) The Timely Nomination Cycle: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by Transporter; noon to send quick response; 3:30 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by Shipper and point operator (Central Clock Time on the Day prior to flow).
- (b) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Transporter; 6:30 pm to send quick response; 9:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to curtailed parties (notice to curtailed parties), (Central Clock Time on the Day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another service requester on Transporter to receive notice that it is being bumped should be effective at 9:00 am on Day; and when an Evening Nomination causes another service requester on Transporter to receive notice that it is being curtailed, the scheduled quantities should be effective at 9:00 am on Day. Bumping of previously scheduled firm transportation service is not allowed during the Evening Nomination Cycle.
- (c) The Intra-day 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Transporter; 10:30 am to send quick response; 1:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to curtailed parties (notice to curtailed parties), (Central Clock