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**MONTREAL PIPE LINE LIMITED**  
**LOCAL TARIFF**

THE CHARGE NAMED IN THIS TARIFF IS FOR

THE HANDLING OF

**PETROLEUM**

at the Carrier's North Tank Field located in Montreal East, Quebec

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**TANK FARM CHARGE FOR PETROLEUM [D] 15.24¢ PER BARREL**

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**REGULATION ON A COMPLAINT BASIS** – The tolls of Montreal Pipe Line Limited are regulated by the National Energy Board on a complaint basis. The Company is required to make copies of tariffs and supporting financial information readily available to interested persons. Persons who cannot resolve toll and tariff issues with the Company may file a complaint with the Board. In the absence of a complaint, the Board does not normally undertake a detailed examination of the Company's tolls.

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This tariff is applicable to Petroleum received by the Carrier for terminalling, handling, and delivery to the Connecting Carrier in Montreal East, Quebec.

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**ISSUED: NOVEMBER 30, 2009**

**EFFECTIVE: JANUARY 1, 2010**

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**ISSUED BY**  
**D. E. CYR, Secretary - Treasurer**  
**MONTREAL PIPE LINE LIMITED**  
**10803 Sherbrooke Street East**  
**MONTREAL EAST, QUEBEC H1B 1B3**  
**207-767-0450**

## 2. RULES AND REGULATIONS

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### 1. DEFINITIONS

As used in this tariff, the following terms have the following meanings:

- a) "Petroleum" means the direct product of wells and the indirect petroleum products resulting from refining crude petroleum or from the operation of gasoline or distillate recovery plants when mixed with the direct product of oil wells, but does not include natural gas liquids or refined petroleum products.
- b) "Barrel" means forty-two (42) United States gallons, or 34.972 Imperial gallons, at a temperature of sixty degrees (60°F) Fahrenheit.
- c) "Carrier" means Montreal Pipe Line Limited.
- d) "Connecting Carrier" means Enbridge Pipelines, Inc.
- e) "Consignee" means the party named by the Shipper to receive the Petroleum for delivery by the Carrier.
- f) "Density" in this tariff means mass per unit volume at fifteen degrees (15°) Celsius expressed in kilograms per litre.
- g) "Fungible Petroleum" means Petroleum located in the North Tank Field and the pipeline system of the Carrier and the Originating Carrier whose characteristics and quality has been deemed by the Shippers of such Petroleum as being fully acceptable for substitution for other substantially like Petroleum for delivery from the North Tank Field to the Connecting Carrier.
- h) "Kilopascal" is equivalent to 0.145 037 7 pounds per square inch (psi).
- i) "North Tank Field" means the Petroleum tank farm operated by the Carrier and located in Montreal East, Quebec.
- j) "Notice of Shipment" means the notice of shipment given by Shipper to Carrier and shall include Shipper's Tender or batch identification number, name of Consignee to receive Petroleum and type, Density, and quantity of Petroleum to be delivered and applied to the Tender or batch.
- k) "Originating Carrier" means Portland Pipe Line Corporation.
- l) "Shipper" means the party who ships Petroleum through the Carrier's pipeline to the North Tank Field for delivery to the Connecting Carrier.
- m) "Tender" means an offer by a Shipper of a stated quantity of Petroleum received in the Carrier's North Tank Field for delivery to the Connecting Carrier.
- n) "Working Stock" means the volume of Petroleum required by the Carrier for efficient operations and scheduling of Petroleum prior to delivery.
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### 2. COMMODITY TRANSPORTED

This tariff covers the terminalling, handling, and delivery of Petroleum and no commodity other than Petroleum will be handled under this tariff.

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### 3. DUTY OF CARRIER

Subject to any applicable governmental regulations, the Carrier will accept Tenders for terminalling, handling, and delivery of Petroleum in accordance with the terms of this tariff.

The Carrier will terminal, handle, and deliver Petroleum with reasonable diligence, considering the quantity of Petroleum received by the Carrier, the safety of the operation, and other material factors.

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### 4. DESTINATION FACILITIES

The Carrier will accept Petroleum for terminalling, handling, and delivery only when the Shipper has been assigned adequate capacity in the Carrier's pipeline and made necessary arrangements for the transshipment of the Petroleum to the Connecting Carrier.

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### 5. MINIMUM TENDERS AND ACCEPTANCES

A Tender or batch will be accepted for delivery from the Carrier's pipeline into the North Tank Field only when the total quantity for a continuous single delivery to a designated receiving tank(s) is not less than the amount as determined by the quantity restrictions

applicable to the Carrier's pipeline. Single continuous deliveries out of the North Tank Field for injection into Line 9 shall not be less than the amount as determined by the Connecting Carrier. A single delivery is a delivery of continuous flow.

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**3.**  
**RULES AND REGULATIONS**

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**6. IDENTITY OF OIL**

Petroleum will be accepted at the North Tank Field only on condition that it shall be subject to such changes in Density or quality while in transit as may result from the mixture of said Petroleum with other Petroleum in the North Tank Field of the Carrier or Petroleum deliveries of the Connecting Carrier or connecting delivery lines of Shippers.

Carrier shall be under no obligation to deliver the identical Petroleum received but may make deliveries of common stock out of Carrier's North Tank Field inventory of substantially like Petroleum.

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**7. WITHDRAWALS FROM CARRIER'S NORTH TANK FIELD**

The Shipper or Consignee may, subject to availability of Fungible Petroleum inventory in the North Tank Field, immediately withdraw Fungible Petroleum for delivery to the Connecting Carrier at any time after acceptance and receipt of Fungible Petroleum by the Originating Carrier in its South Portland, Maine facilities for transportation subject to the

following conditions: the Shipper maintains a positive inventory balance above Working Stock requirements in the North Tank Field and the pipeline systems of the Carrier and Originating Carrier at all times for the applicable Fungible Petroleum, the Shipper complies with the Carrier's scheduling procedures, and the Shipper has obtained pipeline access on the Connecting Carrier. The inventory balance for purposes of applying this provision of the tariff shall include the quantity of Fungible Petroleum located in the North Tank Field and the pipeline systems of the Carrier and Originating Carrier.

In the event that Shippers or Consignees meeting the foregoing conditions request immediate withdrawal of aggregate quantities of Fungible Petroleum from the North Tank Field in excess of the quantity of Fungible Petroleum located in the North Tank Field, then Carrier shall apportion such withdrawals in proportion to the quantity of Fungible Petroleum located in the North Tank Field and the pipeline systems of the Carrier and the Originating Carrier.

In case of events or circumstances which prevent or threaten to prevent normal transportation and delivery of Fungible Petroleum to the North Tank Field or to impair the operations of the Carrier and Originating Carrier, the Carrier may restrict withdrawals of Fungible Petroleum from the North Tank Field to Fungible Petroleum which has physically moved from the Originating Carrier's South Portland, Maine facilities to the Carrier's North Tank Field location.

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**8. SPECIFICATION AS TO QUALITY**

The Carrier shall not accept Petroleum for transportation that, as determined by the Carrier, has on receipt: (i) a true vapor pressure which would result in Carrier's non-compliance with Federal, Provincial, or local requirements regarding hydrocarbon emissions; (ii) a Reid Vapor Pressure in excess of 83 Kilopascals at thirty-seven and eight tenths degrees (37.8°C) Celsius; (iii) sediment and water in excess of 1.0 percent by volume as determined by the Karl Fischer Titration and sediment by extraction tests or by other methods agreed upon by the Carrier and Shipper; (iv) viscosity greater than 2,500 Seconds Saybolt Universal (S.S.U.) at a temperature determined in accordance with the Carrier's scheduling procedures; (v) any organic chlorides; (vi) any lead; or (vii) physical or chemical characteristics that may render such Petroleum not readily transportable by the Carrier or that may materially affect the quality of other Petroleum handled by the Carrier or that may otherwise cause disadvantage to the Carrier. A copy of the procedures are available upon request from the Carrier at the address noted on the tariff.

A Shipper shall, as required by the Carrier, provide to the Carrier a certificate with respect to the specifications of Petroleum to be received by the Carrier from such Shipper. If Shipper fails to provide the Carrier with such certificate, then the Carrier shall not be obligated to accept the Shipper's Petroleum.

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**9. MEASURING, TESTING AND DEDUCTIONS**

The Carrier shall gauge or meter, or cause to be gauged or metered, the Petroleum delivered to the Connecting Carrier. The Shipper or designated representative of the Shipper may be present at such metering or testing. Representatives of the Carrier shall have the right to

enter upon the premises where such Petroleum deliveries are measured and delivered and have access to any and all meters or receiving receptacles for the purpose of such measuring or testing, and to make any examination, inspection, measurement, or test authorized by these regulations. Petroleum received into the North Tank Field and delivered to the Connecting Carrier shall be measured and calculated in accordance with applicable A.P.I. Manual of Petroleum Measurement Standards. All shipments of Petroleum will be received and delivered as net standard volume, as the total volume excluding water and sediment, corrected by the appropriate volume correction factor for the observed temperature and A.P.I. gravity, relative density, or density to a standard temperature of sixty degrees (60°F) Fahrenheit. Metered volumes will also be corrected by applicable pressure correction factor and meter factor. If tank gauges are used, volumes shall be computed from correctly compiled tank tables on a one hundred percent (100%) volume basis. Karl Fischer Titration and sediment extraction tests, or other methods agreed upon, shall be used for ascertaining the percentage of sediment and water in the Petroleum.

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**10. NOMINATIONS AND SCHEDULING**

The Carrier under no obligation to accept a Tender of Petroleum for shipment for any operating month unless the Shipper submits its nomination to the Carrier in accordance with the Carrier's scheduling procedures. A copy of the scheduling procedures are available

upon request from the Carrier.

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## 4.

# RULES AND REGULATIONS

### 11. INVENTORY REQUIREMENTS

A Shipper shall supply its share of Working Stock by type and volume as determined from time to time by the Carrier. Petroleum provided by the Shipper for this purpose may be withdrawn from Carrier's system in an operating month only after shipments have ceased and if written

notice to discontinue shipments in Carrier's system is received in accordance with the notification requirements of the Carrier's scheduling procedures. A copy of the scheduling procedures are available upon request from the Carrier.

### 12. PAYMENTS OF CHARGES AND LIENS FOR UNPAID CHARGES

A Shipper shall pay all transportation and other charges as provided for in this tariff relating to the transportation of the Shipper's Petroleum by the Carrier. The Shipper shall pay such transportation and other charges upon receipt of the Carrier's invoice respecting such

transportation and other charges. If required by the Carrier, the Shipper shall pay such charges before delivery of the Shipper's Petroleum by the Carrier.

The Carrier shall have a general lien on a Shipper's Petroleum that is in the possession of the Carrier to secure the payment of all transportation and other charges that are due to the Carrier by the Shipper. The Carrier may withhold the Shipper's Petroleum from delivery until all such transportation and other charges have been paid.

If charges for the transportation of Shipper's Petroleum remain unpaid for ten days after notice of demand for payment of such charges is made to such Shipper by the Carrier, then the Carrier shall have the right to remove and sell in any lawful manner any and all of such Shipper's Petroleum that is in the possession of the Carrier.

The Carrier shall pay from the proceeds of such sale all transportation and other charges accruing or due relating to the transportation of Shipper's Petroleum by the Carrier and all costs incurred by the Carrier with respect to the storage, transportation, removal and sale of such Shipper's Petroleum. The remainder of such proceeds, if any, shall be held by the Carrier for the Shipper and any other party lawfully entitled to such proceeds.

### 13. EVIDENCE OF DELIVERIES

Petroleum delivered to the Connecting Carrier for the account of the Shipper shall be evidenced by tickets or other documents showing quantity, temperature, sediment and water, and any other

data essential to the determination of quantity. Such tickets or documents shall be forwarded to the representatives of the Shipper and shall constitute full receipt for Petroleum delivered.

### 14. LIABILITY OF CARRIER

The Carrier shall not be liable for any loss of Petroleum or damage thereto, or delay caused by fire, storm, flood, epidemics, acts of God, riots, strikes, nuclear contamination from any cause,

insurrection, rebellion, war, act of the public enemy, acts of terrorism, quarantine, the authority of law, requisition or necessity of the Government in time of war, default of Shipper or owner, or from any other cause whatsoever not due to the negligence of the Carrier, except to the extent that the Carrier is indemnified by its insurers for all of any part of such loss. In the case of loss of any Petroleum from any such causes after it has been received for terminalling and before same has been delivered to the Connecting Carrier, and provided that the Carrier is not indemnified by its insurers for all or any part of such loss, the Carrier may apportion such loss among all Shippers and each Shipper's share of the loss shall be in proportion to the amount that his shipment bears to all of the Petroleum then in the custody of the Carrier, and Originating Carrier and the Shipper shall be entitled to have delivered only such portion of his shipment as may remain after deduction of his due proportion of such loss. The Shipper shall be required to pay terminalling charges only upon the quantity of Petroleum delivered to the Connecting Carrier.

### 15. CLAIMS, SUITS AND TIME FOR FILING

As a condition precedent to recovery, claims must be filed in writing with the Carrier, within nine (9) months after delivery of the property, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suits shall be instituted against the

Carrier only within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the Carrier shall not be liable and such claims will not be paid.

### 16. APPLICATION OF CHARGES

Petroleum accepted from the Shipper for terminalling, handling, and delivery shall be subject to the terminal charge in effect on the date of receipt of such Petroleum by the Carrier. Such rates

and charges will be assessed only on the net quantities of such Petroleum delivered as determined by the Carrier.

### [W] 17. NORMAL OVERAGES AND SHORTAGES IN TRANSIT

The Carrier shall account to each shipper for all Crude Petroleum received. Any overage or shortage, including losses or gains resulting from shrinkage, evaporation, expansion or other Crude Petroleum losses or gains inherent in the operation of a pipeline system shall be allocated at

a frequency not to exceed three months. The allocation will be made among the shippers based on the total number of barrels delivered from the pipeline system for each shipper to the total number of barrels delivered from the pipeline for all shippers. The net balance, after applicable deductions defined above, will be quantity deliverable by the Carrier and upon which transportation charges will be assessed.

Explanation of Reference Marks:

[D] Denotes decrease.