

# [W] KINDER MORGAN COCHIN ULC

## LOCAL TARIFF APPLYING ON REGULAR AND INCENTIVE VOLUME PROPANE

**From**  
**Points in the Provinces of Alberta and Saskatchewan**  
**To**  
**Points in the Provinces of Saskatchewan and Ontario**

The rate named in this tariff is for the transportation of Propane by pipeline subject to the General Rules and Regulations published in Cochin Pipe Lines Ltd.'s [N] (now Kinder Morgan Cochin ULC) tariff N.E.B. No. 6, Supplement No.3, supplements thereto and reissues thereof, and subject to the specific Rules and Regulations published herein (refer to page 2).

The rate listed in this tariff is applicable on the Canadian movement only of Propane tendered at receiving points in Canada, for delivery by [W] Kinder Morgan Cochin ULC to delivery points in the United States or redelivery to Cochin at the International Boundary near Windsor, Ontario. The movement in the United States is subject to tariffs published by [W] Kinder Morgan Cochin LLC which are filed with the Federal Energy Regulatory Commission in the United States.

### TABLE OF RATES Rate in Dollars per Cubic Metre (m3), Payable in Canadian Currency

From	To	Column A Regular Volume Rate	Column B Incentive Volume Rate	Column C Storage Volume Rate
Fort Saskatchewan Terminal, Alberta	Regina Station, Saskatchewan	[D] 17.431	[D] 11.929	not offered
	International Boundary Near Alameda, Saskatchewan	[U] 18.970	[U] 18.253	not offered
Regina Station, Saskatchewan	International Boundary, near Alameda, Saskatchewan	[D] 9.371	[D] 6.397	[U] 3.236
International Boundary, near Detroit, Michigan	Windsor Terminal, Ontario	[U] 9.020	not offered	not offered

**TERMINALLING CHARGES** - the rates set out above do not include third party terminalling charges at the Fort Saskatchewan , Regina Terminals or any Windsor Storage Facility Joint Venture terminalling charges at the Windsor Terminal.

Transfer Fee – [W] Carrier will charge a separate rate of [U] \$2.52/m3 for any propane delivered under this tariff at Regina

[I] Increase.    [N] New.    [U] Unchanged.    [W] Change in wording.

**ISSUED: April 23, 2007**

**EFFECTIVE: April 1, 2007**

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**SPECIFIC RULES AND REGULATIONS  
APPLICABLE ON TRANSPORTATION OF PROPANE**

**ITEM 4 SPECIFICATIONS AS TO QUALITY:**

The Carrier reserves the right to reject any and all shipments of Propane not conforming to the definition of and specifications for Propane HD-5, as contained in "N.G.P.A. Liquefied Petroleum Gas Specifications and Test Methods" (N.G.P.A. Publication 2140 as revised and supplemented from time to time) and as determined by the test methods in said publications with the further proviso that the water content of the Propane must not be greater than 10 p.p.m. by weight.

**ITEM 11 EVIDENCE OF RECEIPTS AND DELIVERIES**

Propane deliveries from the Propane terminals will be evidenced by "Bills of Lading" automatically printed on site including conversion to net volumes.

**ITEM 20 ORDORIZATION**

The Carrier will provide, as part of operating costs at each Propane delivery terminal operated by the Carrier where the Carrier receives a Terminalling Fee, an odorant for odorizing Propane, at the rate of 1.5 pounds for each 10,000 gallons (U.S.) Propane. There will be no refund for non-odorized Propane. Non-odorized Propane shall be provided by the Carrier only upon prior completion of the Carrier's release form by the Shipper.

**ITEM 21 DEMURRAGE**

In order to provide space for delivery of succeeding shipments into Carrier's facilities and otherwise to prevent or relieve congestion at Carrier's terminals, Carrier shall give notice to Shippers or Consignees to remove product from Carrier's facilities. Product specified in the notice shall be determined on a first-in, first-out basis. Product which is not removed at the close of a five (5) day period, beginning the day after such notice is sent by Carrier, shall be subject to a demurrage charge of one cent (1c) per barrel per day until removed. Demurrage charges shall be payable upon presentation of bill by Carrier.

**ITEM 22 MINIMUM LOADS**

At destination where Carrier has tank truck loading facilities, Carrier will, upon Shipper's order, load Propane into tank trucks of five thousand (5,000) gallons (U.S.) or greater water capacity.

**ITEM 23 SCHEDULING OF RECEIPTS AND DELIVERIES**

When Shippers request receipt by the Carrier and subsequent delivery from the Carrier's Propane terminals of product greater than can be immediately delivered. Carrier shall schedule such receipts and deliveries among all Shippers on an equitable basis. Carrier shall not be liable for any cost incurred for any delay in receipt or delivery resulting from such scheduling.

**ITEM 24 INCENTIVE VOLUME**

The total volume shipped during the months of April, May, June, July and August (the incentive volume) shall be eligible for the rates set forth in Column (B) the Incentive Volume Rate in the Table of Rates. In addition, shipment of the incentive volume shall earn the Shipper the right to ship an equal volume to the same destination during the ensuing months of September through March at the rates set forth in Column (B) the Incentive Volume Rate in the Table of Rates. Any volumes shipped to a given destination during the months September through March in excess of the incentive volume shall be billed at the rates contained in Column (A) the Regular Volume Rate in the Table of Rates. Where the Incentive Volume Rate is not offered to a specific delivery point then all volumes delivered to this delivery point shall be charged the Regular Volume Rate in all instances.

**ITEM 25 STORAGE VOLUME**

The total volume shipped into Regina Station, Saskatchewan from the Fort Saskatchewan Terminal, Alberta by each Shipper during the months of April, May, June, July and August (the storage volume) shall earn the same Shipper the right to ship an equal volume from Regina Station, Saskatchewan to the International Boundary near Alameda, Saskatchewan during the ensuing months of September through March at the rates set forth in Column C, the Storage Volume Rate, in the Table of Rates. Any volumes shipped by each Shipper from Regina Station, Saskatchewan to the International Boundary near Alameda, Saskatchewan during the months of September through March in excess of the storage volume of said Shipper shall be billed at the rates contained in Column B, the Incentive Volume Rate, in the Table of Rates in the event that said Shipper has earned incentive volume credits by shipping from Regina Station, Saskatchewan to the International Boundary near Alameda, Saskatchewan during the months of April, May, June, July and August. Any volumes shipped by each Shipper from Regina Station, Saskatchewan to the International Boundary near Alameda, Saskatchewan during the months of September through March in excess of the storage volume plus the incentive volume earned by said Shipper shall be billed at the rates contained in Column A, the Regular Volume Rate, in the Table of Rates.