
U.S. Northern Tier Crude Market Issues

Phase 1 Interim Report: Impact of Crude Quality Regulation on Pipeline Capacity

Prepared for:

North Dakota Petroleum Council (NDPC)

North Dakota Oil & Gas Research Council (NDOGRC)

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**PURVIN
& GERTZ
INC.**

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Introduction

- The North Dakota Petroleum Council (NDPC) and the North Dakota Oil & Gas Research Council (NDOGRC), acting through an NDPC Task Force, retained Purvin & Gertz, Inc. (PGI) to provide an analysis of the North Dakota crude oil market, with emphasis on transportation constraints currently affecting crude oil producers in North Dakota and surrounding areas.
- The focus of the analysis presented in this report is on the Enbridge Pipelines (North Dakota) LLC (“Enbridge North Dakota”) system, for crude oil produced in North Dakota and Montana.
- This report presents the results of Task 2 of PGI’s assignment for the NDPC, as described on the following page.
- Taken together with our Task 1 report, this report completes Phase 1 of PGI’s study for the NDPC/NDOGRC.

Introduction (cont'd)

➤ **Task 1: Background Market Analysis**

- The scope of work for this task includes the following deliverables:
 - Identify potential downstream markets for North Dakota crude oils
 - Describe pipeline infrastructure for crude oil transportation in/around North Dakota
 - Present supply/demand balance for crude oil in markets served by North Dakota

➤ **Task 2: Impact of Crude Oil Quality Regulation on Pipeline Capacity**

- The scope of work for this task includes the following deliverables:
 - PGI to prepare an evaluation of the potential impact of changes in pipeline quality regulation on pipeline capacity
 - For potential quality bank development, PGI to prepare an estimate of the impacts to shippers if a quality bank were in effect on the Enbridge North Dakota system
 - PGI to provide an overview of quality bank principles and examples of pipeline quality banks in use around the world

Task 2 Report Summary

- Quality regulation of pipeline operations may take different forms, broadly defined as *Quality Banks*, *Quality Restrictions*, or *Quality-based Tariffs*. This report considers the first two forms of regulation.
- Enbridge Pipeline (North Dakota) LLC (“Enbridge North Dakota”) applies limited quality regulation at present.
- Enbridge North Dakota ships three segregated crudes:
 - Sweet, mainly from Richland Co., MT and McKenzie Co., ND
 - Sour, mainly received at Beaver Lodge
 - Midale, received at Trenton/Alexander (truck)
- Based on analysis conducted for this assignment, PGI concludes:
 - Capacity constraints in the Trenton-Beaver Lodge segment are exacerbated by growing production of Bakken crude
 - Sour crude received by Enbridge North Dakota at Beaver Lodge accounts for capacity constraints in the Beaver Lodge-Minot segment
 - Quality restrictions targeted to eliminate sour crude receipts would not immediately result in higher sweet crude capacity due to upstream constraints
 - Traditional quality bank mechanisms not likely to result in increased pipeline capacity

Task 2 Report Summary (cont'd)

- Outlook for quality regulation in Enbridge North Dakota:
 - PGI prepared scoping estimates of additional sweet crude capacity between Trenton and Clearbrook created by a viscosity restriction on Enbridge ND
 - 2 cases were considered (max 15 cSt and max 7 cSt at 100 degrees F)
 - Viscosity restrictions would preclude existing pipeline segregations
 - With the mainline pipeline expansion but not the feeder expansion (expected situation from July to 4th quarter 2007)
 - No additional sweet throughput due to 8-inch pipeline capacity constraint from Trenton to Beaver Lodge
 - Net loss of total volume on the system
 - With both the mainline and feeder expansion projects in service (expected in 2008)
 - 15 MB/D additional sweet throughput to Clearbrook
 - 5 MB/D net increase in volume on the system (+15 sweet/-10 sour)

Study Background

Quality Based Influences on Pipeline Operations

Quality Bank

- **Goal**
 - Compensate pooled crude streams for impact on market value of the common stream
- **Example**
 - CRW Condensate pool at Enbridge's Edmonton terminal based on sulfur, density and butane content
- **Approach**
 - Slopes derived from basket of Canadian and US crudes adjusted to Chicago location

Quality Restrictions

- **Goal**
 - Restrict quality of materials allowed on pipeline for operational or other reasons
- **Examples**
 - Numerous

Quality-based Tariff

- **Goal**
 - Pipeline toll better reflects the "cost" of shipment when wide variety of grades are moved on system at or near capacity
- **Example**
 - Enbridge mainline NEB 272
 - Light crude (base)
 - Medium + 8%
 - Heavy +22%

Quality Bank Concepts

- Used when crude streams are pooled into a common stream which is the only commodity sold in the end-market
- Compensate incoming streams for their variations in qualities which impact the end-market value of the pooled stream
 - Common qualities considered: sulfur, gravity (density)
 - Market prices for known crudes with different levels of the “banked” qualities are statistically analyzed to extract the implied value for each quality
 - **For example, sulfur “slope” based on a basket of US crudes is applied to the common stream sweet segregation at Enbridge’s Edmonton terminal**
 - **For December 2006 the “value” of sulfur was: \$2.00 Cdn/m³ per 0.1 wt% sulfur, or approximately 27.5 US cents per barrel per 0.1 wt% sulfur**
- As most commonly implemented, quality banks are “zero-sum”
 - Only determine transfer of payments between suppliers to the common stream
- Quality banks **do not** directly influence the capacity of a pipeline
- Refer to *Appendix A: Quality Bank Concepts*

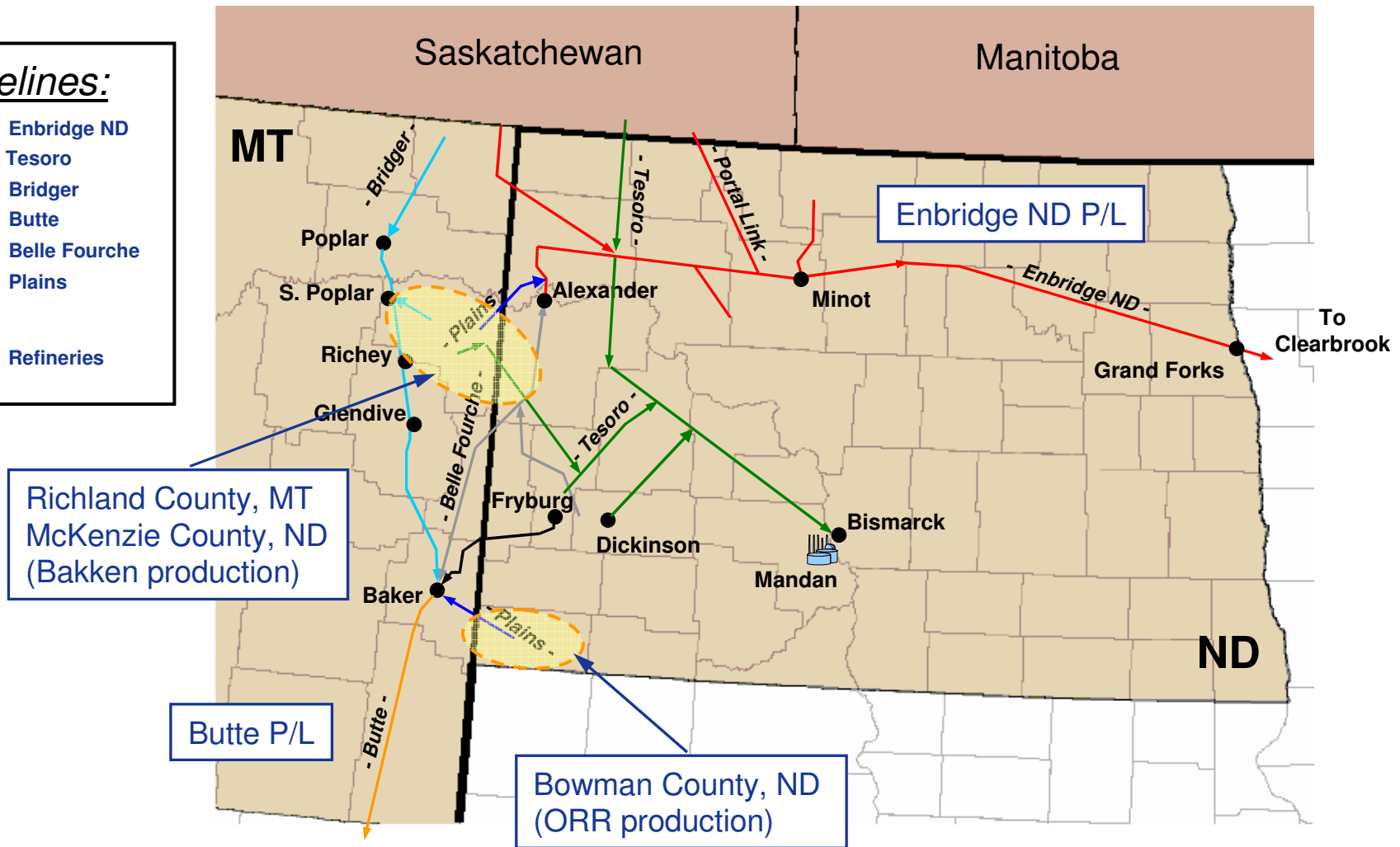
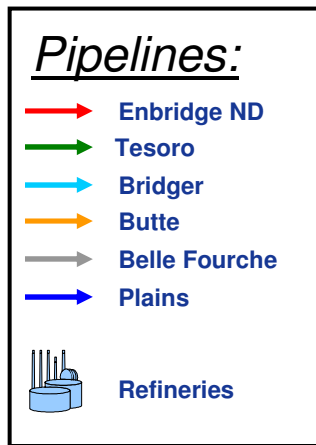
Quality Based Tariffs

- A pipeline system that is often at capacity may consider quality based tariffs that more accurately reflect the “opportunity” cost of shipping barrels of differing qualities
 - For example, heavy viscous crude may slow down a pipeline versus its capability to move sweet crude
 - Increasing the cost to move heavy crude allows for more economically efficient allocation of pipeline capacity
 - Heavy viscous crudes usually require higher operating costs to move over the same distance which also justifies a higher tariff.
- By economically penalizing crudes that slow down a pipeline system with a higher tariff, the lighter crude grades benefit from a lower (on average) tariff.
- Quality-based tariffs do not directly influence the capacity of a pipeline, but may indirectly as the higher tariff for heavy crude would tend to reduce the demand for this class of service.
 - Often the variations in tariff are small relative to overriding market considerations of refinery margin and producer cost structure



***Quality Limits on Selected
North Dakota Pipeline Systems***

North Dakota and Eastern Montana Crude Oil Production and P/L Infrastructure



Note: Many details of various gathering systems are not shown

“Export” Pipelines for ND/MT Production

➤ Enbridge North Dakota

- 85,000 B/D
- Trenton to Clearbrook, MN
- Segregations (Sweet, Sour, and Midale)
- FERC 46 (see Appendix B)
 - Quality restrictions: Greater than 23 degrees API
 - Quality-based tariffs: No

➤ Butte P/L (via Plains from Bowman to Baker, also from Bridger P/L connected from the north)

- 90,000 B/D
- Baker, MT to Guernsey and Ft. Laramie, WY
 - Delivers to station near Wyoming Refining’s Newcastle refinery
 - Delivers to Belle Fourche P/L (Sieler station from Pennel, Fallon county, see FERC 554)
- Segregations (Low Sulfur, Medium Sulfur, Montana Mix)
- FERC 549 Supplement 16 (see Appendix B)
 - Quality restrictions on LS: Greater than 36 degrees API, less than 0.2 wt% sulfur
 - Quality-based tariffs: Yes (additional charge for segregated LS batches)

History of Tariff Rules & Restrictions on Enbridge ND

- **FERC 22 (August 2003)**
 - **Pro rata apportionment rules**
 - **Quality**
 - Kinematic viscosity < 250 cSt (at lower of delivery or line temp)
 - Gravity > 21.1 API
- **FERC 30 (February 2005)**
 - **Historical apportionment rules**
 - 12 month history
 - 10% reserved for new shippers
 - Segments prorated separately if necessary
 - **Quality**
 - Kinematic viscosity, no limits
 - Gravity > 23 API
 - Carrier reserves right to reject crude with sulfur greater than 0.5 wt%
- **FERC 46 (March 2007, cancels FERC 30)**
 - **Historical apportionment rules**
 - Nominations limited to capacity of segment ex-receipt point
 - Binding nomination rules (held to 95% of allocated capacity)
 - **Quality (no changes)**
- **FERC 36 (Joint with Enbridge Energy, LP, September 2005)**
 - **Medium crude quality defined**
 - Kinematic viscosity, above 20 cSt and less than 100 cSt
 - Gravity, greater than 25 API, less than 30
- **FERC 43 (Joint with Plains Pipeline, L.P., October 2006)**
 - **Quality**
 - Gravity greater than 24 API
 - Sulfur less than 0.35 wt%

Basic rules and regulations

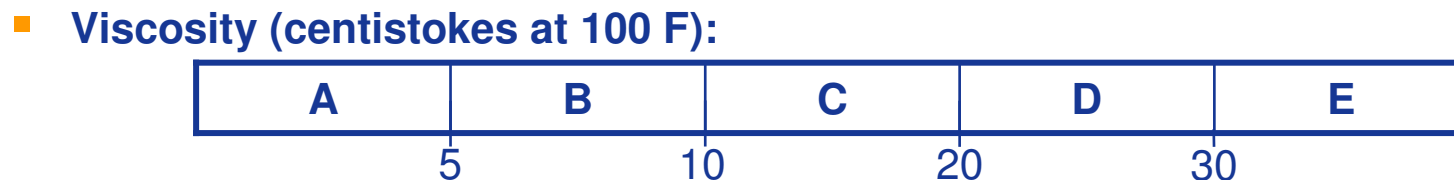
History of Tariff Rules & Restrictions on Bridger/Butte

- **Bridger FERC 4 Supplement 5 (July 2005)**
 - Cancelled tariffs for crude with viscosity greater than 64 SUS at 60 deg F (approx. 12 cSt)
 - Would preclude crudes such as Enbridge ND “US Sour”, Midale and Canadian heavy crude blends
- **Bridger FERC 5 Supplement 5 (September 2005)**
 - Certain limitations on sweet crude for various locations, sulfur < 0.2 wt% and gravity > 36 API (exceptions are from Poplar, Glendive and Cabin Creek, allow qualified streams with sulfur < 0.5 wt% going to Baker)
- **Bridger FERC 6 Joint with Wascana (January 2004)**
 - Tariff surcharge based on crude type (medium +7%, heavy +19%)
 - Cancelled in Supplement 4 effective January 2005
- **Butte FERC 549 Supplement 16 (December 2006)**
 - **Historical apportionment rules**
 - Maximum 10% of capacity for all new shippers (individual cap for new shippers of 2.5% of capacity)
 - 12 month historical average beginning in October 2007, and a shorter 3 month historical period prior to that, see tariff for full details

North Dakota Crude Quality Characteristics and Volumes

North Dakota Crude Oil Quality

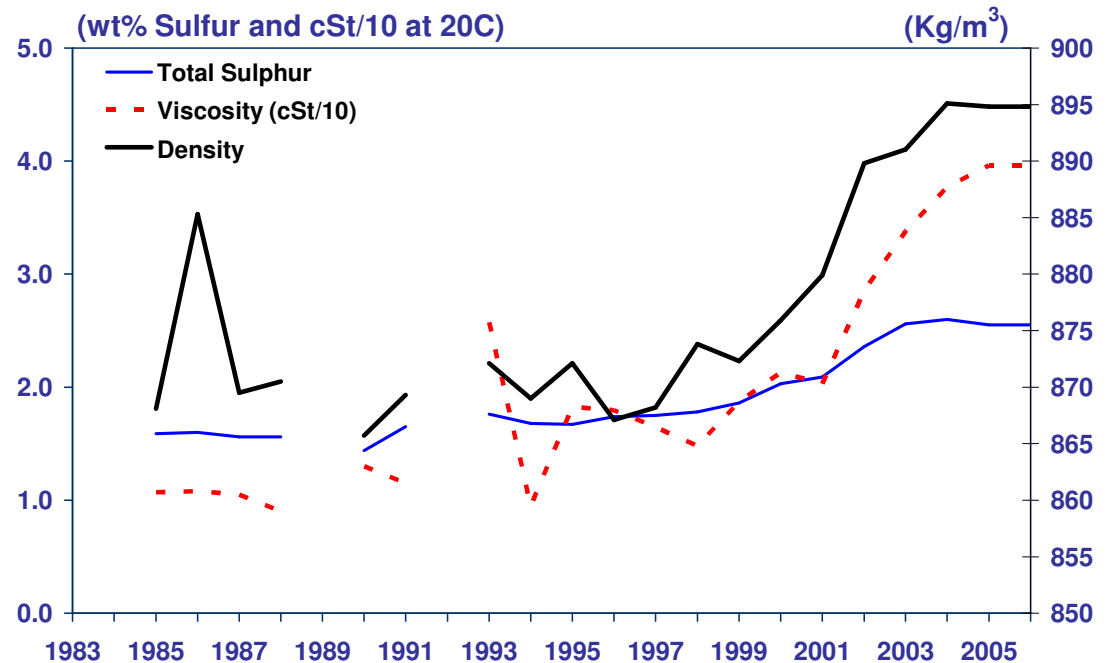
- Available data on measured qualities of North Dakota crude production since 1980 provided by North Dakota Department of Mineral Resources
 - Data identified by API well number
 - Sulfur, API gravity and viscosity (measured at 100 degrees F)
 - API well number used to match the data to actual 2006 production volumes
 - Total volume accounted for = 93,000 B/D (total production in 2006 was approximately 110,000 B/D)
- Additional volumes of Enbridge ND “US Sour” and Midale
 - Qualities based on Enbridge 2005 Crude Characteristics table
 - Updated information for 2006 should be available in a few months
 - Assumed to be imported crude (Midale is known to be trucked)
 - ND production and quality data does not fully account for “US Sour”
- PGI lumped crude gravity, viscosity into categories to summarize data



Enbridge ND “US Sour” Crude Oil Quality

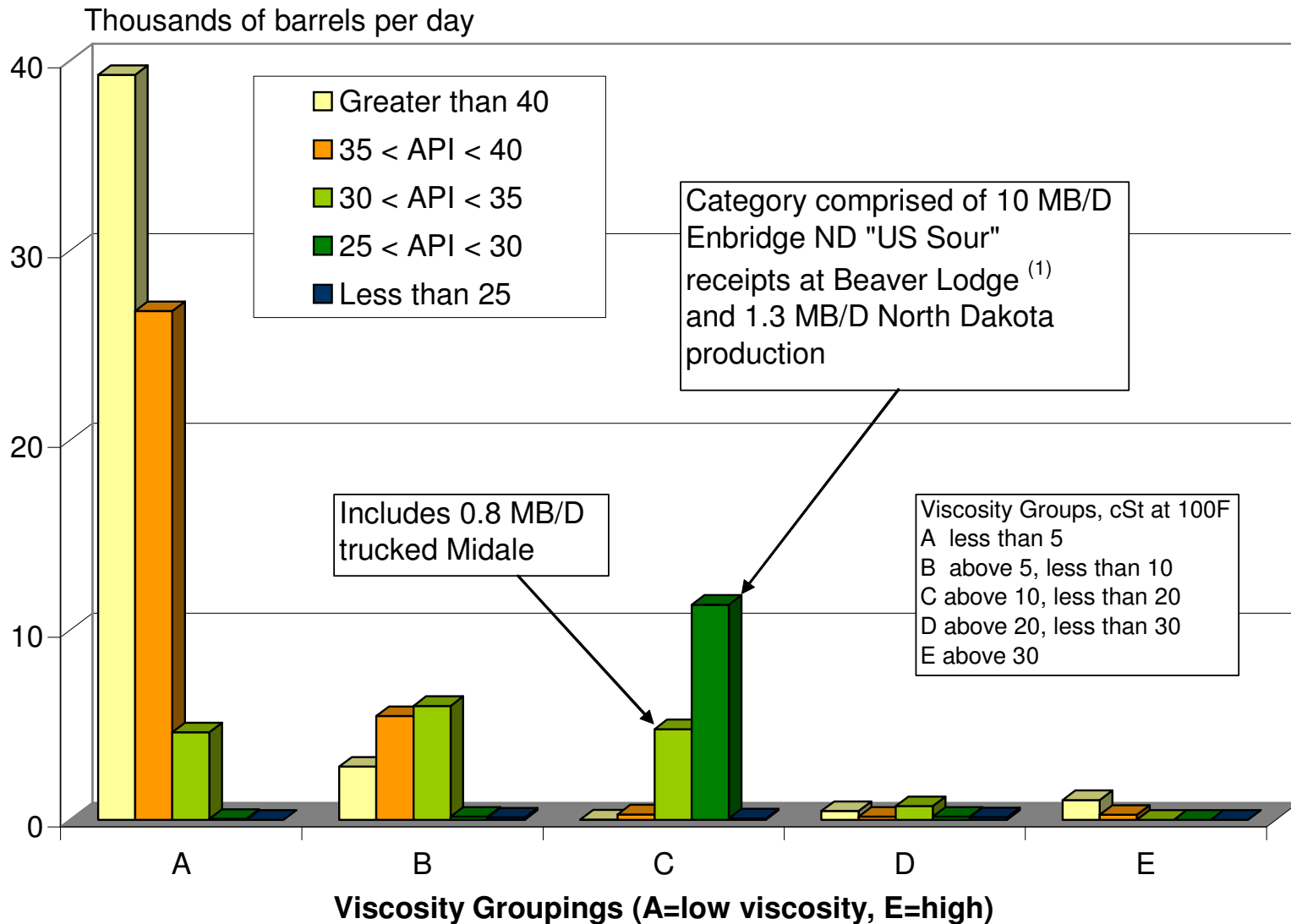
Historical U.S. Sour - Clearbrook (UOC) Characteristics

- Latest available public information provided by Enbridge is for 2005 operations
 - 2.55 wt% sulfur
 - 895 kg/m³ density (26.6 degrees API)
 - 40 cSt at 20 degrees C (interpolation at 100 degrees F gives 16.1 cSt, which is in PGI Class C viscosity)
 - These values used for capacity studies



- Approximately 10,000 B/D believed to be received at Beaver Lodge (2006)
- Higher viscosity than Midale (PGI Class B viscosity)
- Less than 1,000 B/D of 2006 North Dakota production (mainly in Renville county) with measured quality information has sulfur, gravity and viscosity characteristics similar to 2005 “US Sour”

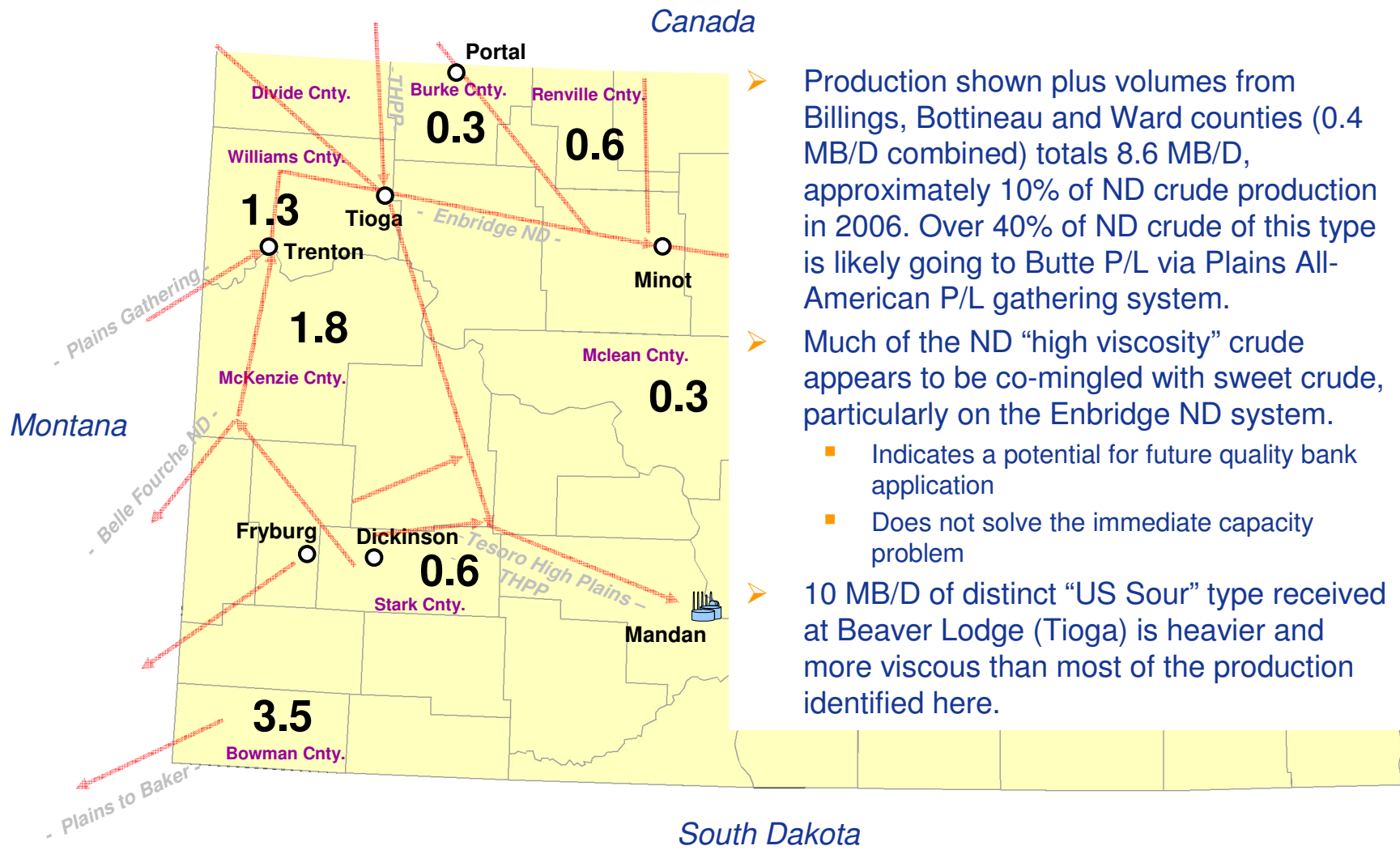
North Dakota and Imported Crude Oil Qualities



Note: (1) based on Enbridge 2005 Crude Characteristics

North Dakota High Viscosity* Crude Production

Thousand barrels per day



- Production shown plus volumes from Billings, Bottineau and Ward counties (0.4 MB/D combined) totals 8.6 MB/D, approximately 10% of ND crude production in 2006. Over 40% of ND crude of this type is likely going to Butte P/L via Plains All-American P/L gathering system.
- Much of the ND “high viscosity” crude appears to be co-mingled with sweet crude, particularly on the Enbridge ND system.
 - Indicates a potential for future quality bank application
 - Does not solve the immediate capacity problem
- 10 MB/D of distinct “US Sour” type received at Beaver Lodge (Tioga) is heavier and more viscous than most of the production identified here.

* Defined as having kinematic viscosity greater than 10 cSt at 100 F (Category C, D and E)

Enbridge 2005 Crude Characteristics

Crude	Sulfur, wt%	Density, kg/m ³	Gravity, API	Viscosity, cSt @20C
U.S. Sweet @ Clearbrook	0.46	821.8	40.7	5.0
Midale	2.31	880.9	29.1	15.8
“U.S. Sour” @ Clearbrook	2.55	894.8	26.6	39.6

PGI Illustrative Blends

“US Sour” quality may be approximated by different blends of Canadian heavy crudes

78% Midale 22% Lloyd*	2.6	898	26	34
89% Midale 11% Cold Lake*	2.6	894	27	27

* using as-produced streams

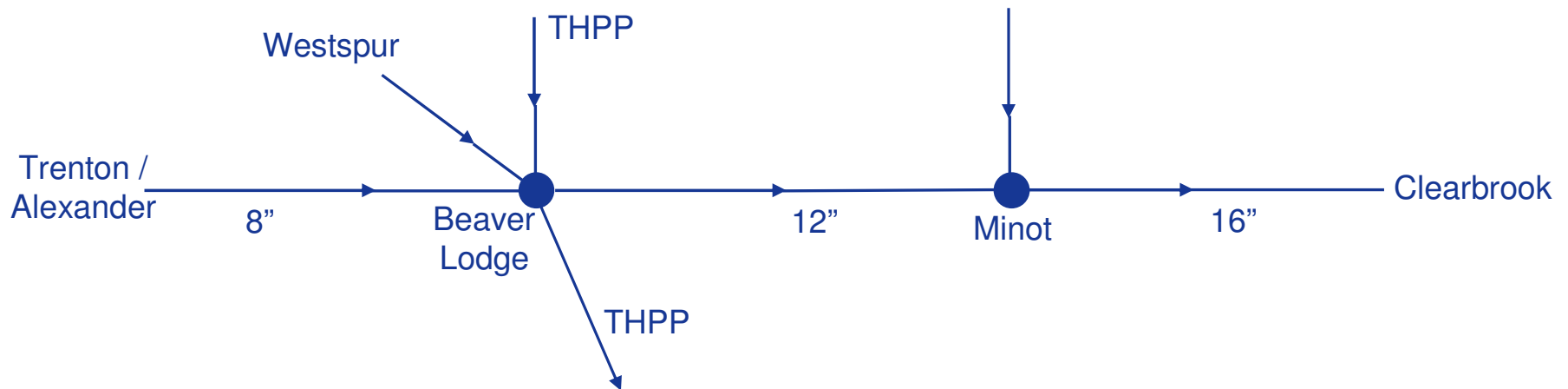
***Potential Impact of Quality Regulation on
Pipeline System Capacity:
Enbridge ND System***

Enbridge ND Pipeline Scenarios

- Enbridge ND system modeled as three segments, using standard flow principles
- Expansion projects considered:
 - Status Quo (no expansions)
 - Mainline (approved and under construction)
 - Feeder (approximately 50 miles of new 10-inch pipe)
 - Both projects
- Quality restrictions considered:
 - Status Quo (“existing”)
 - Maximum 15 cSt at 100F (i.e., precludes “US Sour”)
 - Maximum 7 cSt at 100F (i.e., precludes “US Sour” or Midale)
- Examine the resulting grid of expansion and quality restriction options
- Objective:

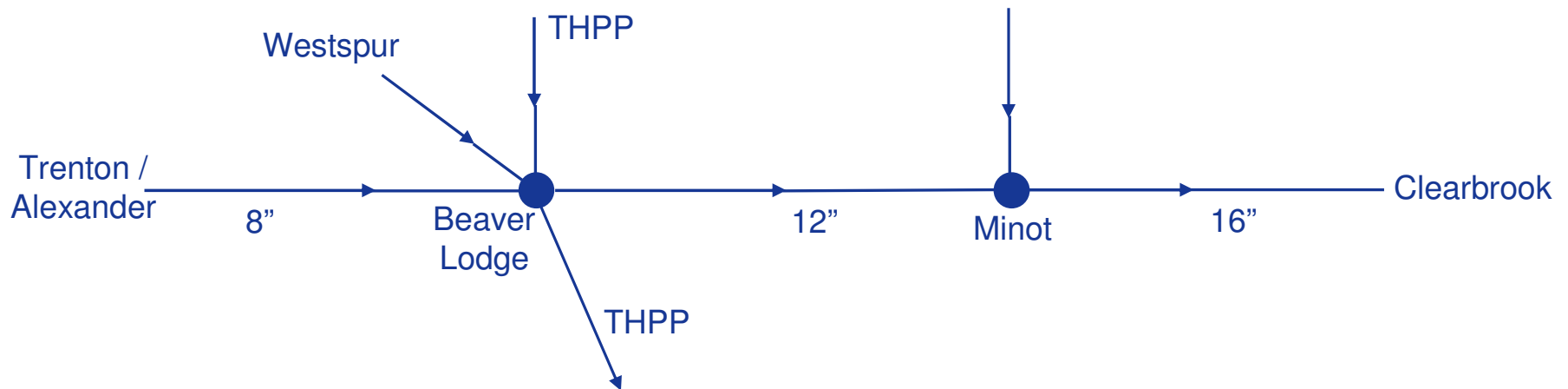
MAXIMIZE THROUGHPUT OF SWEET CRUDE TO CLEARBROOK

Schematic of Enbridge ND System



- Enbridge ND system segments (simplified, not to scale)
 - Trenton to Beaver Lodge, 8-inch (approx. 50 miles)
 - Beaver Lodge to Minot, 12-inch (approx. 70 miles)
 - Minot to Clearbrook, 16-inch (approx. 290 miles)
- Base case capacities for *sweet* crude (PGI estimates)
 - Trenton to Beaver Lodge - 55,000 B/D
 - Beaver Lodge to Minot - 80,000 B/D
 - Minot to Clearbrook – 90,000 B/D

Enbridge ND (cont'd)



- Bakken production entering system at the western receipt points, Trenton/Alexander
- Beaver Lodge is start of the 12-inch segment which utilizes net receipts from Enbridge Westspur and Tesoro High Plains P/L (THPP) to maintain throughput
- 16-inch segment from Minot to Clearbrook (~ 290 miles)
- Expansion programs
 - Mainline (ex-Beaver Lodge), station upgrades (i.e., pumps)
 - Feeder, 10-inch loop of Trenton to Beaver Lodge
- Actual throughput depends on crude types, receipt locations, status of expansion program

Expansion Programs on Enbridge ND

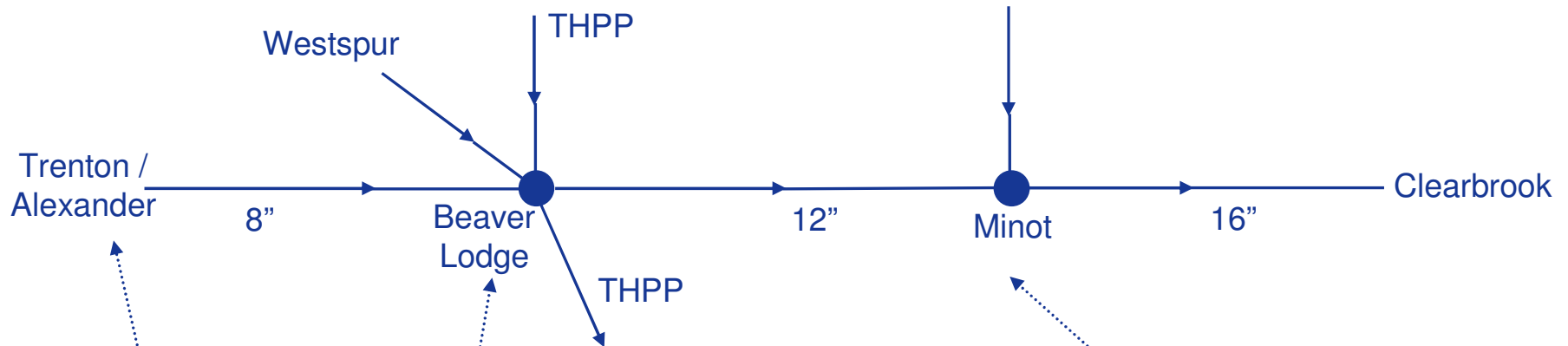


Segment Capacities for Sweet Crude (Thousand B/D) – PGI Estimates:

Existing	55	80	90
Mainline expansion	-	100	110
Feeder expansion	90	-	-
Both	90	100	110

- Enbridge ND mainline program (complete July 2007)
 - Largely in place
 - Hydrotesting late 2006
 - Station upgrades at various locations ex-Beaver Lodge
- Enbridge ND feeder expansion (Trenton to Beaver Lodge, 4th Quarter 2007)
 - Most of the new volumes entering at Trenton/Alexander
 - New 10-inch pipeline from Trenton to Beaver Lodge
 - New Trenton station
 - New tankage at Trenton & Alexander

Model for Utilization of Enbridge ND System



New sweet volumes enter at Trenton/Alexander
Also 0.8 MB/D of Midale via truck delivery

Objective to maximize throughput of sweet crude received here

Net receipts of sweet = 6 MB/D
Net receipts of "US sour" = 10 MB/D

Net receipts of sweet = 7.5 MB/D

- Enbridge ND system modeled by segments with these assumptions around deliveries and receipts
- Sour and Midale crude impact on capacity based on an empirical viscosity ratio compared to sweet crude and estimated pumping time for each segregation
- END P/L is a complex batch system that should be modeled at a detailed level when assessing the potential impact of new capacity and/or quality restrictions
- The current analysis is preliminary and scoping in nature

Estimated Capacity Impact on Enbridge ND

Sweet Crude Receipts Upstream of Beaver Lodge
minus 2006 Base Case
(Thousands of Barrels Per Day)

<u>Expansion Scenario</u>	Base	Feeder Expansion	Mainline Expansion	Both
<u>Quality Restrictions</u>				
None (existing limits)	-	0	0	20
No Sour	0	19	0	35
No Sour/Midale	0	20	1	36

- **Mainline expansion estimated to provide no increase in sweet throughput from Trenton/Alexander, due to segment bottleneck (8-inch from Trenton to Beaver Lodge), until feeder expansion is in place (4Q 2007)**
 - **Quality restrictions increase sweet crude throughput only if the feeder expansion is in place, due to the 8-inch Trenton/Beaver Lodge bottleneck**
 - Potential for additional sweet barrels capacity beginning in 2008 after feeder expansion is in place
 - **If approved and completed on schedule, Enbridge ACCE expansion would allow Canadian sour/heavy crude to move north to Cromer by end of 2007**
-
- **PGI estimate of impact for these combinations of capacity expansion and quality restrictions**
 - **Based on model and assumptions detailed in previous slides (unlimited supply of sweet crude available at Trenton/Alexander for delivery to Clearbrook)**
 - **Has not been reviewed by Enbridge with more detailed schedule-level modeling**

Estimated Capacity Impact on Enbridge ND (cont'd)

Enbridge ND Rate Delivered to Clearbrook
minus 2006 Base Case
(Thousands of Barrels Per Day)

<u>Expansion Scenario</u>	Base	Feeder Expansion	Mainline Expansion	Both
<u>Quality Restrictions</u>				
None (existing limits)	-	0	0	20
No Sour	(10)	9	(10)	25
No Sour/Midale	(11)	9	(10)	25

- Based on total barrels throughput to Clearbrook (all types)
- Imposing viscosity restriction would limit total barrels delivered to Clearbrook until feeder expansion is in place (4Q 2007)
 - Provides additional estimated 5 MB/D throughput beginning in 2008

-
- PGI estimate of impact for these combinations of capacity expansion and quality restrictions
 - Based on model and assumptions detailed in previous slides (unlimited supply of sweet crude at Trenton/Alexander wanting to reach Clearbrook)
 - Has not been reviewed by Enbridge with more detailed schedule-level modeling

Recommended Next Steps

- **Enbridge ND and its shippers to review Phase 1 study results**
 - **Detailed modeling of the impact of viscosity restrictions with expansion projects in place**
 - With and without ACCE project in-service, to provide potential alternative route for “US Sour”
 - **Viscosity restriction is ultimately a decision for END P/L and its shippers**
- **Quality bank or quality-based tariff possibilities on Enbridge ND**
 - **Quality bank to address wide range of different ND crude qualities currently co-mingled in the Enbridge ND sweet segregation**
 - In PGI’s opinion, a quality bank would not increase system capacity
 - **Quality-based tariff for segregated “US Sour”, to reflect true capacity utilization**
 - **Decisions on these options by END P/L and its shippers would require consideration of many issues:**
 - Cost of quality bank implementation versus fairness of the system
 - Quality basis (sulfur, gravity, viscosity?), frequency of measurements
 - System to determine the value of each quality (for example, Enbridge equalization system for light crude in Edmonton)

Appendix A: Quality Bank Concepts

Quality Bank or Equalization Basics

- Economics drive pipelines to commingle crude oils
 - Single line of larger volume
 - Saves unit shipping costs
- Commingling means each crude loses its unique identity
- Shippers wishing to retain unique properties do not commingle their crude
- Quality Banks are procedures used to compensate shippers



Quality Bank or Equalization Principles



- Quality Bank focuses on how each stream impacts value of the common stream
- More valuable stream only compensated to the extent it increases the blend value
- Less valuable stream only penalized to the extent it decreases the blend value
- Quality Bank payments must equal disbursements

Key Criteria for Quality Bank Method

- Market-oriented and consistent with general industry practice
- Accurately measures main quality factors responsible for variations in market price of the common stream
- Transparent and based on information available to and verifiable by all parties – minimum subjectivity
- Administratively feasible and adaptable to changes in market conditions

Industry Practice

- Most quality bank methods fall into one of three types:
 - Bulk property method
 - Refining value method
 - Distillation cut method
- Many quality banks use gravity or gravity and sulfur as quality adjustment factors
 - Gravity alone may be sufficient if sulfur varies systematically with gravity
 - Many quality parameters typically vary regularly with gravity
- More complex, refining value approaches are often used
 - Trade-off between additional complexity and accuracy of refining value representation

Bulk Property Method – Gravity/Sulfur

ADVANTAGES

- Routinely provides correlation confidence (R^2) of 95%
- Easiest to administer
- Highest degree of transparency
- Reduces potential for assay errors or inaccuracies
- Uses crude oil prices rather than product/intermediate prices

DISADVANTAGES

- Does not capture value differences due to diverse chemical properties
- Requires transparent crude oil price market

Application of Gravity/Sulfur Methodology

- Select a set of reference crude oils meeting these criteria:
 - Do not have unusual chemical base
 - Compete in target market
 - Transparent transaction-based market quotations available
- Equalize prices on a delivered basis in target market
- Linear regression on gravity and sulfur to obtain/update coefficients

Administration of Bulk Property Quality Bank

- Value determined for each stream by multiplying the API gravity of the stream by the combined API coefficient

$$\text{Value}_i = \text{API}_i * \text{API Coefficient} \quad (1)$$

- Commingled stream value determined by taking the weighted average of all stream values

$$\text{Value}_{\text{com}} = \frac{\sum (\text{Value}_i * \text{Volume}_i)}{\sum \text{Volume}_i} \quad (2)$$

Administration of Bulk Property Quality Bank (cont'd)

- Balance of debit and credits determined by taking the difference between the individual stream value and the commingled stream value and multiplied by stream volume

$$(\text{Payments, Credits}) = (\text{Value}_i - \text{Value}_{\text{com}}) * \text{Volume}_i \quad (3)$$

- SUM OF ALL PAYMENTS AND CREDITS MUST EQUAL ZERO

$$\sum \{(\text{Value}_i - \text{Value}_{\text{com}}) * \text{Volume}_i\} = 0 \quad (4)$$

Example Calculation (Gravity Bank, 2 crudes)

$$\text{Relative Value} = 0.2705 * \text{API}$$

STREAM 1	
Barrels	100
Deg API	31.00
Value, \$/bbl	8.3855

STREAM 2	
Barrels	200
Deg API	34.00
Value, \$/bbl	9.1970

OUTLET	
Barrels	300
Deg API	32.99
Value, \$/bbl	8.9265

Example Calculation (Cont'd)

STREAM 1	
Barrels	100
Value	8.3855
Payment, \$/bbl	0.541
Payment, \$	54.10

STREAM 2	
Barrels	200
Value	9.1970
Payment, \$/bbl	-0.270
Value, \$/bbl	-54.10

Sum of all receipts and credits = \$0.00

OUTLET	
Barrels	300
Value, \$/bbl	8.9265

Refining Value Methods

ADVANTAGES

- Used where API gravity variations are not an indicator of yield differences
- Captures value difference due to diverse chemical properties

DISADVANTAGES

- Most difficult to administer
- Results highly sensitive to subjective assumptions in refinery models
- Complex and costly crude assay requirements
- Uses product prices to explain crude oil prices
- Does not significantly improve correlation confidence

Distillation Cut Method

ADVANTAGES

- Compromise method to limit administrative difficulties in Refining Value Method
- May capture value differences due to diverse chemical properties
- Fewer subjective elements than full refining value method

DISADVANTAGES

- Difficult to administer
- Less transparent than Gravity / Sulfur method
- Requires routine assays of of each stream by cut component
- Uses prices of thinly traded intermediate products instead of crude prices

Representative Quality Bank Applications

Region	Method	Comments
USGC	Gravity/Sulfur	Most determined from fixed gravity/sulfur coefficients HOOPS system coefficients determined from market crude basket
California	Gravity/Sulfur	Where applied, coefficients determined from crude postings
Alaska	Cut Distillation	10-cut method
Canada	Gravity/Sulfur	Pre-determined equalization scale
North Sea	Cut Distillation	3-cut and 5-cut methods in use
Caspian Sea	Gravity/Sulfur Cut Distillation	Coefficients determined from a basket of crude oils
Ecuador	Gravity/Sulfur	Coefficients determined from a basket of crude oils
Argentina	Gravity	Quality Bank adjusted based on fixed volume % per degree API
Colombia	Cut Distillation	5-cut method

Appendix B

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Please note, these page numbers are for Appendix B.

Bridger Pipeline LLC

Proportional Tariff

Applying on the Transportation of Crude Petroleum

The rates published in this tariff are for the transportation of Crude Petroleum by pipeline subject to the regulations named in Bridger Pipeline LLC F.E.R.C. No. 2 and supplements thereto or subsequent issues thereof. Rates are payable in U.S. currency.

Route No.	From	To	Rates in Cents per bbl of 42 U.S. Gallons	
			#Viscosity, SUS @ 60 deg F	Rate
01	International Boundary, near Raymond, Sheridan County, Montana	Baker, Fallon County, Montana	0 - 64	[I]95.00
			65 - 104	[C]
			105 - 144	[C]
			145 - 184	[C]
			185 - 224	[C]
			225 - 264	[C]
			265 - 300	[C]

Gathering Service: The rates named are for trunk transportation only. No gathering service will be performed under this tariff.

In addition to rules and regulations stated above, the applicable option associated with the rule will apply: Rule 70. Gauging, Testing and Deductions: Option 1 - Loss Allowance of 0.2%.

Filed in compliance with 18 C.F.R. 342.4 (a) (Cost-of-Service Filing). Issued on 15-days' notice under authority of 18 C.F.R. Section 341.14. This publication is conditionally accepted subject to refund pending a 30-day review period.

[C] Cancelled. [I] Increase..

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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SECRETARY

2006 AUG 31 P 3: 23 ORIGINAL

HAND DELIVERED

August 31, 2006

Oil Pipeline Tariff Filing

The Honorable Magalie R. Salas, Secretary
Federal Energy Regulatory Commission
888 First Street N.E. Room 1A Dockets
Washington, D.C. 20426

1506-544-000

Dear Ms. Salas:

Enclosed for filing pursuant to the *Interstate Commerce Act* and the Federal Energy Regulatory Commission's regulations are three copies of the following joint tariff issued by Enbridge Pipelines (North Dakota) LLC ("Enbridge") in connection with Plains Pipeline L.P. ("Plains").

FERC Tariff No. 43 cancels FERC No. 40

FERC Tariff No. 43 bears an issue date of August 31, 2006 and an effective date of October 1, 2006.

Explanation of Tariff Filing:

Recently Plains approached Enbridge to request that certain changes be made in the joint tariff to clarify that the joint tariff applies solely to mainline transportation and that the rates do not include gathering services or receipts from tank trucks which are provided pursuant to Plains FERC No. 42. Further Plains requested modification to the language in the origin section of the rates table to remove Trenton Gathering System. These changes are being made at the request of Plains shippers in order to provide greater clarity as to the services covered by this tariff. The rates remain unchanged.

Notification:

I hereby certify that Enbridge has, on or before this date, delivered copies of the above tariff to each person on its subscriber list by U.S. postal service (First Class Mail) and by other means agreed upon. Please date stamp the enclosed extra copy of this transmittal letter and the accompanying tariff and return it to the messenger.

Page 2
August 31, 2006

If you have any questions concerning this filing, please call Emiline Gorrie at (403) 663-6663.

Sincerely,



Peter Douvris
Manager, Regulatory Economics

cc: Tariff Subscribers

FERC No. 43
Cancels FERC No. 40

ENBRIDGE PIPELINES (NORTH DAKOTA) LLC

IN CONNECTION WITH
PLAINS PIPELINE, L.P.

JOINT TARIFF

THE RATES AND CHARGES NAMED IN THIS TARIFF ARE FOR THE
TRANSPORTATION AND DELIVERY
OF

CRUDE PETROLEUM

From Points in

MONTANA and NORTH DAKOTA

To Points in

NORTH DAKOTA and MINNESOTA

FILED
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2006 AUG 31 P 3:23
REGULATORY ECONOMICS
COMMISSION

Governed, except as otherwise provided herein, by rules and regulations published in Enbridge Pipelines (North Dakota) LLC's F.E.R.C. No. 30, supplements thereto or reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: August 31, 2006

EFFECTIVE: October 1, 2006

ISSUED BY:

Ralph Fischer
Director, Planning and Analysis
Enbridge Pipelines Inc.
Suite 3000
425-1st Street SW
Calgary, AB Canada T2P 3L8

COMPILED BY:

Codie Chisholm
Regulatory Economics Department
Enbridge Pipelines Inc.
Tel. (403) 266-7918
Fax: (403) 508-3140

**LIST OF POINTS FROM AND TO WHICH RATES APPLY AND
RATES IN CENTS PER BARREL OF 42 UNITED STATES GALLONS**

ORIGIN	DESTINATION	RATE
<p>[C] Trenton Gathering System, Richland and McCone Counties, Montana and McKenzie and Williams Counties, North Dakota</p>	<p>Tioga (Ramberg/Beaver Lodge Stations), Williams County, North Dakota</p>	<p>[U] 109.9</p>
<p>[C] Trenton Gathering System, Richland and McCone Counties, Montana and McKenzie and Williams Counties, North Dakota</p>	<p>Clearbrook, Clearwater County, Minnesota</p>	<p>[U] 149.9</p>

[N] No gathering or receipts from tank trucks are preformed under this tariff. For charges related to gathering services in Richmond and McCone Counties, Montana; and McKenzie and Williams Counties, North Dakota; and charges related to tank trucks receipts please see Plains Pipeline, L.P.'s tariff publication FERC No. 42, supplements thereto, or reissues thereof.

JOINT ROUTING:

Plains Pipeline, L.P. – McKenzie and Williams Counties, North Dakota and Richland and McCone Counties, Montana connecting to:

Enbridge Pipelines (North Dakota) LLC – Trenton Station, Williams County, North Dakota for further delivery to Tioga (Ramberg/Beaver Lodge Stations), Williams County, North Dakota or Clearbrook, Clearwater County, Minnesota.

EXCEPTIONS AND ADDITIONS TO ENBRIDGE PIPELINE (NORTH DAKOTA) LLC'S FERC NO. 30:

ITEM NO. 26: In lieu of the provisions stated in Item No. 26 (a) (2), the following will apply to movements listed herein: API gravity of between twenty four degrees (24°) and fifty degrees (50°) at sixty degrees (60°) Fahrenheit.

In lieu of the provisions stated in Item No. 26 (a) (3), the following will apply to movements listed herein: Reid vapor pressure that does not exceed 89.5 kilopascals.

In addition to the provisions stated in Item No. 26 (e) the following will apply to movements listed herein: Crude oil transported from the Trenton Gathering System in Richland and McCone Counties, Montana and McKenzie and Williams Counties, North Dakota to Trenton Station, North Dakota, shall not exceed 0.35% sulfur content by weight.

ITEM NO. 45: In lieu of the provisions stated in Item No. 45 (c) the following pipeline loss allowance shall apply to movements listed herein: One half of one percent (0.50%).

EXPLANATION OF REFERENCE MARKS:

- [C] Cancel
- [N] New
- [U] Unchanged

ENBRIDGE PIPELINES (NORTH DAKOTA) LLC

IN CONNECTION WITH

ENBRIDGE ENERGY, LIMITED PARTNERSHIP

JOINT TARIFF APPLYING ON CRUDE PETROLEUM

From

THE INTERNATIONAL BOUNDARY NEAR PORTAL, NORTH DAKOTA

To

**POINTS IN THE STATES OF MINNESOTA, WISCONSIN, ILLINOIS, INDIANA, MICHIGAN,
NEW YORK AND THE INTERNATIONAL BOUNDARY NEAR MARYSVILLE, MICHIGAN**

The rates listed in this tariff are for the transportation of Crude Petroleum by the Carriers. The transportation rates listed in this tariff are subject to the Rules and Regulations published in the joint tariff issued by Enbridge Pipelines (North Dakota) LLC in connection with Enbridge Energy, Limited Partnership.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

Issued on 9 days' notice under authority 18 CFR 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.

ISSUED AUGUST 22, 2005

EFFECTIVE SEPTEMBER 1, 2005

ISSUED BY

**Dan C. Tutcher – President Enbridge Energy Company, Inc.
General Partner of Enbridge Energy Partners, L.P.
Sole Member of Enbridge Pipelines (North Dakota) LLC**

**Suite 3300, 1100 Louisiana
Houston, TX 77002
Tel (713) 650-8900**

COMPILED BY

**Claudia Schrull
Enbridge Pipelines (North Dakota) LLC
Suite 3300, 1100 Louisiana
Houston, TX 77002
Tel. (713) 821-2045**

[D] All rates on this page are decreased.

The rates in this tariff are payable in United States currency and are applicable on the United States movement of Crude Petroleum tendered to the Carriers at established receiving points in the United States for delivery to established delivery points in the United States.

TRANSPORTATION RATES

Commodities shall be classified on the basis of the density and viscosity of such commodities at the time of receipt by the Carrier and assessed a transportation rate as listed in the transportation rate table below. Density shall be based on 15°C. Viscosity shall be based on the lower of the temperature of the commodity at the time of receipt or the Carrier's reference line temperature at the time of receipt. Where the density of a commodity falls within the density range of one commodity classification and the viscosity of the commodity falls within the viscosity range of another commodity classification, then the commodity shall be deemed to be in the commodity classification with the higher transportation rate.

MEDIUM CRUDE PETROLEUM - A commodity having a density from 876 kg/m³ up to but not including 904 kg/m³ and a viscosity from 20 mm²/s up to but not including 100 mm²/s will be classified as **Medium Crude Petroleum**.

MEDIUM CRUDE PETROLEUM

TABLE OF TRANSPORTATION RATES FOR CRUDE OIL IN DOLLARS PER CUBIC METER

TO	FROM	
	International Boundary near Portal, North Dakota	
Clearbrook, Minnesota (a)	2.564	
Superior, Wisconsin (b)	3.757	
Lockport & Mokena, Illinois (c)	6.339	
Griffith, Indiana (d), (i)	6.339	
Bay City, Michigan (e)	6.761	
Stockbridge & Marysville, Michigan (f)	7.328	
West Seneca, New York (g)	7.326	
International Boundary near Marysville, Michigan (h)	6.999	

- (a) Transported on the Enbridge Pipelines (North Dakota) LLC system from the International Boundary near Portal, North Dakota into the Enbridge Energy system tankage facility for delivery at Clearbrook, Minnesota.
- (b) Transported on the Enbridge Pipelines (North Dakota) LLC system from the International Boundary near Portal, North Dakota to Clearbrook, Minnesota and on the Enbridge Energy system from Clearbrook, Minnesota to Superior, Wisconsin.
- (c) Transported on the Enbridge Pipelines (North Dakota) LLC system from the International Boundary near Portal, North Dakota to Clearbrook, Minnesota and on the Enbridge Energy system from Clearbrook, Minnesota to Lockport & Mokena, Illinois.
- (d) Transported on the Enbridge Pipelines (North Dakota) LLC system from the International Boundary near Portal, North Dakota to Clearbrook, Minnesota and on the Enbridge Energy system from Clearbrook, Minnesota to Griffith, Indiana.
- (e) Transported on the Enbridge Pipelines (North Dakota) LLC system from the International Boundary near Portal, North Dakota to Clearbrook, Minnesota and on the Enbridge Energy system from Clearbrook, Minnesota to Bay City, Michigan.
- (f) Transported on the Enbridge Pipelines (North Dakota) LLC system from the International Boundary near Portal, North Dakota to Clearbrook, Minnesota and on the Enbridge Energy system from Clearbrook, Minnesota to Stockbridge & Marysville, Michigan.
- (g) Transported on the Enbridge Pipelines (North Dakota) LLC system from the International Boundary near Portal, North Dakota to Clearbrook, Minnesota and on the Enbridge Energy system from Clearbrook, Minnesota to West Seneca, New York.
- (h) Transported on the Enbridge Pipelines (North Dakota) LLC system from the International Boundary near Portal, North Dakota to Clearbrook, Minnesota and on the Enbridge Energy system from Clearbrook, Minnesota to the International Boundary near Marysville, Michigan with ultimate delivery at Sarnia, Corunna or Nanticoke, Canada.
- (i) In addition to the transportation rate shown, a delivery tankage charge of \$0.101 per cubic meter will be assessed if the Carrier's delivery tankage at Griffith, Indiana is used by the Shipper.

Symbols:
[D] – Decrease.

Enbridge Pipelines Inc.
3000 Fifth Avenue Place
425 - 1st Street S.W.
Calgary, AB T2P 3L8
Canada

Ralph Fischer
Director, Planning & Analysis
Phone: (403) 268 8319
Fax: (403) 231 5787
ralph.fischer@enbridge.com

ENBRIDGE

HAND DELIVERED

January 26, 2007

ORIGINAL

FILED
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SECRETARY
2007 JAN 26 P 4:47
FEDERAL ENERGY
REGULATORY COMMISSION
Oil Pipeline Tariff Filing

The Honorable Magalie R. Salas, Secretary
Federal Energy Regulatory Commission
888 First Street N.E. Room 1A Dockets
Washington, D.C. 20426

1507-105-000

Dear Ms. Salas:

Enclosed for filing pursuant to the *Interstate Commerce Act* and the Commission's regulations are three copies of the following tariff issued by Enbridge Pipelines (North Dakota) LLC ("Enbridge North Dakota"):

FERC Tariff No. 46 cancels FERC No. 30

FERC Tariff No. 46 bears an issue date of January 26, 2007 and an effective date of March 1, 2007.

Explanation of Tariff Filing:

The purpose of this tariff filing is to implement certain proposed changes to Item 65 in the rules and regulations tariff of Enbridge North Dakota, which governs prorationing of pipeline capacity when more crude petroleum is nominated for transportation than Enbridge North Dakota can physically accommodate. These changes are prompted by Enbridge North Dakota's recent experience in which certain segments of its system have been heavily over-nominated. As discussed in the attached Affidavit of Brian Johnson, the over-nomination problem is being aggravated by inflated nominations that are not consistent with the goal of providing each

shipper an equitable share of the available capacity. The changes included in this tariff filing are a first step toward correcting the over-nomination problem.

The first change is set forth in Item 65(d). Under revised Item 65(d), a shipper will not be permitted to submit a nomination that exceeds the physical capacity of the Enbridge North Dakota pipeline segment through which the nomination would be transported. Nominations exceeding that limit will be reduced to the physical capacity of the pipeline. As explained by *Mr. Johnson's attached affidavit, this change prevents shippers from submitting nominations for a greater quantity of crude petroleum than could be transported even if there were no prorationing.*

The second change involves a requirement that, once the prorationing process is completed, shippers must honor their Binding Nominations or pay for any unused capacity resulting from their failure to transport the Binding Nominated volume of crude petroleum. Under revised Item 65(b)(i), Enbridge North Dakota will first review the nominations received for a given month. If the nominations exceed capacity, Enbridge North Dakota will notify each shipper that prorationing will be required that month and give each shipper an opportunity to reduce its nomination. Once shippers have either reduced or re-confirmed their original nominations, Enbridge North Dakota will proceed with the prorationing process. The volume allocated to each shipper as a result of that process will be deemed to be that shipper's Binding Nomination. If no prorationing is required as a result of reductions in the original nominations, the shipper's actual nomination will become its Binding Nomination.

Under revised Item 65(e), except in the case of Force Majeure events, shippers will be penalized for their failure to transport at least 95% of their Binding Nomination in a given month. First, if the shipper fails to meet the 95% requirement, it must pay the posted tariff rate

for the difference between the actual volume shipped and the shipper's Binding Nomination. Second, in addition to the financial penalty provided in Item 65(e)(i), the volume of crude petroleum that will be accepted by Enbridge North Dakota from the shipper in each of the next three months is limited to no more than the amount that the shipper actually shipped during the month of deficiency. For example, if a shipper's Binding Nomination was 100,000 bbls/d in January and the Actual Shipment was 80,000 bbls/d the shipper would be invoiced for 100,000 bbls per day for January and in March, April and May the shipper would be allocated no more than 80,000 bbls/d. Shippers will only be excused from these penalties as a result of Force Majeure events as defined in new Item 65(b)(ii) of the tariff.

As explained by Mr. Johnson's affidavit, Enbridge North Dakota believes that these are reasonable tariff provisions that are necessary to address significant dislocations on its system resulting from over-nominations of crude petroleum. In particular, the "ship or pay" provision regarding Binding Nominations is similar to, and is based on the same justification as, a comparable provision approved by the Commission in *Platte Pipe Line Co.*, 82 FERC ¶ 61,087 (1998). The enclosed tariff rules and regulations carry an effective date of March 1, 2007. Accordingly, these new provisions would govern the prorating process that will occur in mid-March with respect to April movements of crude petroleum.

Notification:

I hereby certify that Enbridge North Dakota has, on or before this date, delivered copies of the above tariff to each person on its subscriber list by U.S. postal service (First Class Mail) and by other means agreed upon. Please date stamp the enclosed extra copy of this transmittal letter and the accompanying tariff and return it to the messenger.

Page 4
January 26, 2007

If you have any questions concerning this filing, please call Helene Long at (403) 231-5774 or Brian Johnson at (701) 721-2408.

Sincerely,

A handwritten signature in black ink, appearing to read "Ralf Fischer". The signature is written in a cursive style with a large initial "R" and a long, sweeping underline.

Ralf Fischer

cc: Tariff Subscribers

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

FILED
OFFICE OF THE
SECRETARY
2007 JAN 26 P 4:47
FEDERAL ENERGY
REGULATORY COMMISSION

Enbridge Pipelines (North Dakota) LLC)
)
)

Affidavit of Brian Johnson
in Support of Proposed Changes to Rules and Regulations

Brian Johnson, being first duly sworn, states as follows:

1. Since February 1, 2003, I have been the Manager of Enbridge Pipelines (North Dakota) LLC ("Enbridge North Dakota"), in which position I am responsible for management of the day-to-day operations of the Enbridge North Dakota pipeline system. I am also involved in the business development of Enbridge North Dakota, including developing solutions to address the needs of shippers regarding capacity constraints on the pipeline system. I am providing this affidavit in support of Enbridge North Dakota's tariff filing which is being made to implement certain proposed changes to Item 65 in the rules and regulations tariff of Enbridge North Dakota, which governs prorationing of pipeline capacity when more crude petroleum is nominated for transportation than Enbridge North Dakota can physically accommodate. These changes are prompted by Enbridge North Dakota's recent experience in which certain segments of its system have been heavily over-nominated

2. Enbridge North Dakota is owned by Enbridge Energy Partners, LP, which also owns the Lakehead System. Enbridge North Dakota is a common carrier crude pipeline regulated by the Commission. Its 950-mile underground pipeline system has historically

transported approximately 84,000 barrels of crude per day¹ from eastern Montana and western North Dakota oil fields to refineries in North Dakota and, via the Lakehead System and Minnesota Pipeline Systems, to destinations in the upper midwest and eastern Canada. Enbridge North Dakota formerly connected to a pipeline system in Canada (through a connection at the U.S.-Canada border), permitting direct receipts of western Canadian crude production into its system. That connection has been taken out of service and Enbridge North Dakota now handles crude originating at U.S. receipt points only. Canadian crude is also received via truck deliveries at these U.S. receipt points. The mainline of the Enbridge North Dakota System runs from Beaver Lodge, North Dakota east to Clearbrook, Minnesota, where it ties into the Lakehead and Minnesota Pipeline Systems. Crude petroleum enters the mainline from numerous feeder lines originating north and south of the line and through various stations including Reserve station in Montana, and Sherwood, Maxbass, Glenburn, Newburg, Gerenora, Alexander, Trenton, Stanley and Beaver Lodge stations in North Dakota.

3. During the past few years, Enbridge North Dakota has had to prorate its pipeline throughput to address increasing capacity demands on its system. That increased demand has been caused by numerous factors, including rising crude production in the Williston Basin crude producing field, which encompasses northeastern Montana, northwestern North Dakota, southeastern Saskatchewan and southwestern Manitoba in Canada. In the U.S. portion of the Williston Basin, production in eastern Montana has risen from below 40,000 barrels per day in

¹ All capacity figures provided in this affidavit are stated in barrels per day that can be transported under summer weather conditions and without use of Drag Reducing Agents (“DRA”). (DRA is a chemical additive that enhances oil flow in the pipeline and thereby permits a greater volume to be transported in a given period of time.) Actual capacity will vary seasonally (typically lower in winter months) and for operational reasons (such as use of DRA). The capacity of the Enbridge North Dakota system is currently being expanded pursuant to a settlement that was approved by the Commission on October 31, 2006.

1999 to more than 90,000 barrels per day currently. Similarly, production in North Dakota has risen from fewer than 80,000 barrels per day in the mid-1990's to more than 110,000 barrels per day currently, reaching production levels last experienced in the late 1980's. Based on our projections, U.S. production is projected to continue to rise, with Montana production expected to peak at more than 110,000 barrels per day by the year 2009 and North Dakota production expected to peak at close to 130,000 barrels per day by the year 2012. These circumstances have led Enbridge North Dakota to undertake several expansions including the Mainline and Looping Expansions that are currently underway (see note 1 above).

4. The dramatic increase in Williston Basin crude production has contributed to the oversupply situation at the Guernsey, Wyoming market hub, which has led to discounting of crude prices to as low as \$35 per barrel or as much as \$30 per barrel below market price. Consequently, Williston Basin producers have increased transportation to other markets, such as those served by Enbridge North Dakota. As a result, Enbridge North Dakota's mainline has been prorated in ten of the last twelve months, with throughput demand at 40-80% over its capacity. Enbridge North Dakota's feeder line serving Alexander and Trenton, North Dakota, which is where most of the new production is originating, has been in proration since February 2005.

5. Despite ongoing expansion programs, the over-nomination problem is being aggravated by inflated nominations that are not consistent with the goal of providing each shipper an equitable share of the available capacity. The changes included in this tariff filing are a first step toward correcting the over-nomination problem.

6. First, in order to create a more realistic basis on which to pro-rate capacity, Enbridge North Dakota is amending Item 65(d) to limit nominations to the physical capacity of the Enbridge North Dakota pipeline segment through which the nomination would be

transported. Nominations exceeding that limit will be automatically reduced to the applicable physical capacity limit before the prorationing process occurs. This change is required to eliminate the current practice of nominating "air barrels." In December and January, shipper nominations far exceeded the physical capacity of the pipeline. For example, at the Beaver Lodge to Minot line segment, which has a physical capacity of approximately 82,000 barrels per day, we received nominations in excess of 400,000 barrels per day. By reducing all nominations to the volume that can be delivered into the pipeline, we will create a more realistic starting point for the prorationing process.

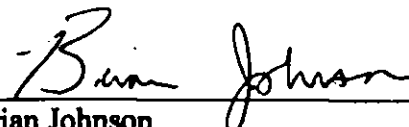
7. The second change that we propose is to penalize shippers who do not ship at least 95% of the volume that has been allocated to them through the nomination and proration process. Under revised Item 65(b)(i), Enbridge North Dakota will first review the nominations received for a given month. If the nominations exceed capacity, Enbridge North Dakota will notify each shipper that prorationing will be required that month and give each shipper an opportunity to reduce its nomination. Once shippers have either reduced or re-confirmed their original nominations, Enbridge North Dakota will proceed with the prorationing process. The volume allocated to each shipper as a result of that process will be deemed to be that shipper's Binding Nomination. If reductions in the original nominations result in no prorationing being required, the shipper's actual nomination will become its Binding Nomination.

8. Under revised Item 65(e), except in the case of Force Majeure events, shippers will be penalized for their failure to transport at least 95% of their Binding Nomination in a given month. First, if a shipper fails to meet the 95% requirement, the shipper must pay the posted tariff rate for the difference between the actual volume shipped and that shipper's Binding Nomination. In addition to the financial penalty provided in Item 65(e)(i), the volume of crude

petroleum that will be accepted by Enbridge North Dakota from the shipper in each of the next three months is limited to no more than the amount that the shipper actually shipped during the month of deficiency. For example, if a shipper's Binding Nomination was 100,000 bbls/d in January and the Actual Shipment was 80,000 bbls/d the shipper would be invoiced for 100,000 bbls per day for January and in March, April and May the shipper would be allocated no more than 80,000 bbls/d. Shippers will only be excused from these penalties as a result of Force Majeure events as defined in new Item 65(b)(ii) of the tariff.

9. These penalties are designed to require shippers to transport the barrels that they have been allocated, thereby reducing the likelihood of shippers over-nominating and ensuring that the pipeline will be fully utilized. The intent of these changes is to encourage rational behavior by all shippers so that particular shippers are not allocated more space than they are realistically planning on utilizing, thereby unnecessarily reducing the space available for other shippers. The penalties are generally consistent with ones the Commission has previously approved for other pipelines.

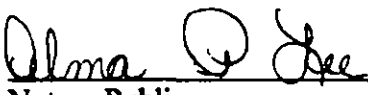
10. To reinforce the fact that these penalties are intended solely to deter inflated nominations, and not to benefit the pipeline, the revised tariff includes a provision requiring Enbridge North Dakota to refund any penalty revenues collected under Item 65 to shippers at the end of the year. These refunds will be made on a pro rata basis over the total throughput on the system.



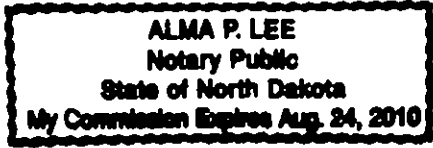
Brian Johnson

Subscribed and sworn to before me this 25 day of January, 2007 by Brian Johnson.

My Commission Expires: August 24, 2010



Notary Public



N.D.P.S.C. No. 44
(Cancels N.D.P.S.C. No. 34)

F.E.R.C. No. 46
Cancels F.E.R.C. No. 30

ENBRIDGE PIPELINES (NORTH DAKOTA) LLC

LOCAL PROPORTIONAL TARIFF

RULES AND REGULATIONS

Governing the Gathering and Transportation of

CRUDE PETROLEUM BY PIPELINE

FILED
OFFICE OF THE
SECRETARY
2007 JAN 26 P 4:46
REGULATORY COMMISSION

Note: For rates see Enbridge Pipelines (North Dakota) LLC Local Tariff applying on Crude Petroleum.

GENERAL APPLICATION

The Rules and Regulations published herein apply only under tariffs making specific reference by F.E.R.C. number to this tariff: such reference will include supplements hereto and successive issues hereof. Specific rules and regulations published in individual tariffs will take precedence over Rules and Regulations published herein.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

This tariff publication is conditionally accepted subject to refund pending a 30 day review period.

ISSUED JANUARY 26, 2007

EFFECTIVE MARCH 1, 2007

[W] ISSUED BY
Ralph Fischer
Director, Planning & Analysis
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3000 Fifth Avenue Place
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Calgary, AB Canada T2P 3L8

[W] COMPILED BY
Andrew Hallett
Regulatory Economics Department
Enbridge Pipelines Inc.
Tel. (403) 266-8304
Fax (403) 308-3140

RULES AND REGULATIONS

5. APPLICATION

The rates named in this tariff apply on the gathering and transportation of Crude Petroleum from the established receiving points of Enbridge Pipelines (North Dakota) LLC, hereinafter referred to as "Carrier", in the areas of Montana and North Dakota. [C] named below, to established destination points of Carrier, in Minnesota, Montana and North Dakota. [C] named below for the movement beyond to interstate destinations.

8. ACCEPTANCE OF DELIVERY

The Carrier shall not be required to accept delivery of Crude Petroleum from field batteries at intervals of less than 7 days, except in parcels of more than four hundred (400) barrels each.

9. HEATING OF CRUDE PETROLEUM

The Carrier may require Crude Petroleum tendered hereunder to be heated prior to acceptance, and may refuse to accept Crude Petroleum tendered at temperatures in excess of 120 degrees (120°) Fahrenheit.

10. DEFINITIONS

As used in these rules and regulations, the following terms have the following meanings:

"API gravity" or "gravity" means gravity determined in accordance with the ASTM Designation D-287-82 or the latest revision thereof.

"Barrels" means 42 United States gallons at sixty degrees (60°) Fahrenheit.

"Crude Petroleum" means either (1) the direct liquid products of oil or gas wells regardless of gravity, which are produced at the well head in liquid form, or (2) the indirect liquid products of oil or gas wells recovered or extracted from gas, at gas plants or refineries, known as natural gas liquids and consisting of ninety percent (90%) or more pentanes and heavier hydrocarbons, regardless of gravity, or (3) a mixture of the direct liquid products of oil or gas wells with the indirect liquid products of oil or gas wells, as provided in Item 16.

"Financial Assurances" means the financial assurances provided by the Shippers and accepted by the Carrier in accordance with Rule 102.

"Shipper" means the party that contracts with the Carrier for the transportation of Crude Petroleum under the terms of this tariff, and that has satisfied the Carrier of that party's capacity to perform its financial obligations that may arise from the transportation of its Crude Petroleum under the terms of this tariff, and includes a transferee of a Shipper's rights and obligations, as approved in accordance with Rule 71 (f).

"Tender" means an offer by a shipper to Carrier of a stated quantity of Crude Petroleum for transportation from a specified reception point or points to a specified delivery point or points in accordance with these rules and regulations.

16. MIXTURES

(a) The indirect liquid products of oil or gas wells, hereinafter referred to as indirect products, may be accepted and transported as a mixture with the direct liquid products of oil and gas wells, hereinafter referred to as direct products, provided the following conditions are met: (1) The Carrier's facilities permit segregation of the mixture; (2) the mixture is segregated from other streams which do not contain indirect products; and (3) the vapor pressure of the mixture does not exceed that permitted by Carrier's facilities and operating conditions.

(b) The indirect products portion of the mixture may be accepted for transportation at reception points other than the one at which the direct products portion of the same mixture is received, provided that the consignee and destination are the same, and that operating conditions and Carrier's facilities permit the indirect products portion to be mixed with the direct products of the same consignee. The rate to be assessed on each portion of the mixture shall be the rate applicable from the point at which each is received. The direct and indirect products shall be measured and tested separately, and must be shown separately on the tender form.

(Continued on Next Page)

RULES AND REGULATIONS

16. MIXTURES (Concluded)

(c) Mixtures may be transported and delivered as Crude Petroleum. Nothing in this item is to be construed to waive provisions of Item 35 or to require Carrier to receive, transport and deliver unmixed indirect products, except that unmixed indirect products may be gathered for subsequent mixing with direct products in accordance with this rule where facilities exist for performing a gathering service for such products.

20. DESTINATION FACILITIES REQUIRED

(a) Crude Petroleum shall be received for transportation only at established receiving points and when consigned to the shipper or consignee at one or more regular delivery points.

(b) No duty to transport shall arise until evidence satisfactory to Carrier has been furnished that consignee has provided necessary facilities to which Carrier is connected and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination, as provided in these rules and regulations.

26. SPECIFICATIONS AS TO QUALITY TRANSPORTED

(a) Except as provided in Item 26(b), Carrier reserves the right to reject any Crude Petroleum offered for transportation other than good and merchantable Crude Petroleum of acceptable character which, when measured and tested by Carrier or Carrier's representative at the reception point, meets all of the following specifications:

- (1) Readily susceptible to transportation through Carrier's existing facilities;
- (2) API gravity of between twenty three degrees (23°) and ninety degrees (90°) at sixty degrees (60) Fahrenheit;
- (3) Reid vapor pressure which does not exceed 103 kilopascals;
- (4) Basic sediment, water and other impurities of one-half (1/2) of one (1) percent or less, with a maximum of three tenths (0.3) percent free water.

(b) Carrier reserves the right to reject Crude Petroleum which does not meet the specifications set forth in Item 26(a) unless (1) it is tendered for delivery from a designated shipper to a designated consignee, (2) Carrier's facilities and operating conditions permit the segregation of the off specification Crude Petroleum, and (3) the off specification Crude Petroleum is segregated from other Crude Petroleum which meets the specifications set forth in Item 26(a).

(c) At Carrier's request, shipper shall furnish Carrier with a certificate setting forth in detail the characteristics of each shipment offered for transportation and certifying that the shipment either (1) meets the specifications set forth in Item 26(a), or (2) the shipment is to be transported under Item 26(b). Carrier may, but shall not be required to, sample and/or test any shipment prior to or during receipt of the shipment, for the purpose of verifying the characteristics of the shipment contained in a shipper's certificate, and in the event of variance between said certificate and Carrier's test, Carrier's test shall prevail. Crude Petroleum which, either (1) does not meet the specifications set forth in Item 26(a) or (2) is not being offered for transportation under Item 26(b), shall be deemed to be unmerchantable and a shipper who offers unmerchantable Crude Petroleum shall be deemed to have breached the warranty and representation set forth in Item 40.

(d) The presence of contaminants in Crude Petroleum, including but not limited to chemicals such as chlorinated and/or oxygenated hydrocarbons and/or lead, shall be reason for Carrier to reject any Crude Petroleum. Crude Petroleum containing such contaminants shall be deemed to be unmerchantable and a shipper who offers contaminated Crude Petroleum shall be deemed to have breached the warranty and representation set forth in Item 40.

(e) Carrier reserves the right to reject any Crude Petroleum offered or received for transportation when, in addition to the applicable specifications, the sulfur content exceeds .5% by weight.

30. FACILITIES AT POINT OF ORIGIN REQUIRED

(a) Shipper shall provide, at the origin station, adequate storage and other facilities for receiving, measuring, testing and collecting into minimum batch volumes.

(b) Gathering services shall be performed only from established receiving points of Carrier to established origin stations of Carrier for movement beyond to established destinations.

RULES AND REGULATIONS**35. SEGREGATION AND CHANGES IN QUALITY**

(a) Crude Petroleum offered for transportation shall be received by Carrier only on the condition that it shall be subject to such changes in gravity or quality while in transit as may result from the transportation thereof, or the mixture of said Crude Petroleum with other Crude Petroleum in the pipe lines or facilities of Carrier.

(b) Carrier shall be under no obligation to make delivery of the identical Crude Petroleum received, and

(1) In the case of any stream, other than a mixed stream, shall make delivery out of its common stock of that stream, and

(2) In the case of a mixed stream, shall make delivery out of its common stock of that stream. Any revaluations deemed appropriate by reason of difference in grade and/or quality that occur, by reason of the mixing, between receipt of the component parts and delivery of the stream, shall be between and for the account of the shipper and consignee. Carrier shall have no responsibility in or for such revaluations or settlements other than to furnish such data as it may have in its possession on the quality and gravity of the Crude Petroleum received into and delivered out of the mixed stream.

(c) Notwithstanding the provisions of sub-sections (a) and (b) of this item, if Crude Petroleum offered is of a kind or quality not being currently transported through Carrier's facilities, Carrier shall at the request of the shipper and to the extent permitted by its existing facilities, endeavor to segregate such Crude Petroleum during the transportation and to make deliver of substantially the same Crude Petroleum at destination; provided that in such instances Carrier may require the shipper to make such Crude Petroleum available in such quantities and at such times as may be necessary to permit such segregated movements.

(d) The Carrier shall not be liable for failure to deliver the identical Crude Petroleum or for any variations in quality while in its custody, nor shall Carrier be liable for any consequential loss resulting from any variations in quality of Crude Petroleum while in its custody.

(e) CARRIER MAKES NO WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT TO THE GRADE OR QUALITY OF CRUDE PETROLEUM TRANSPORTED UNDER THIS TARIFF.

40. TENDERS AND QUANTITIES ACCEPTED

(a) Shippers desiring to offer Crude Petroleum for transportation shall make such offer to Carrier by submitting, on Carrier's prescribed Notice of Shipment form or other form acceptable to Carrier, a separate tender for each calendar month on or before the 15th day of the preceding month. On or before December 31 of each year, shippers desiring to offer Crude Petroleum for transportation during the following year shall submit, on Carrier's prescribed Notice of Shipment form, a blanket tender for the following year.

(b) A monthly tender shall be accepted only when the total quantity covered thereby shall be made available for transportation within said calendar month at a daily rate, or in quantities and at times, to be specified by Carrier. Except as hereunder provided, Carrier shall not specify a daily rate or a quantity of less than 5,000 barrels.

(c) Each monthly tender by a shipper shall contain either (1) a warranty in favor of Carrier that the Crude Petroleum identified in the tender meets Carrier's specifications as set forth in Item 26(a), or (2) a statement that the Crude Petroleum identified in the tender is being offered for transportation under Item 26(b).

(d) If space is available and operating conditions permit Carrier may, at its discretion, accept monthly tenders after the 15th of the month and take delivery of Crude Petroleum in lots less than 5,000 barrels. However, in no event shall Carrier undertake to make a single delivery of less than 5,000 barrels. A single delivery is a delivery in one continuous operation into a single facility to which Carrier is connected.

45. GAUGING, TESTING AND DEDUCTIONS

Prior to or during receipt of Crude Petroleum tendered by a shipper, and prior to or during release thereof for delivery to a consignee, it shall be measured and tested by a representative of Carrier. At Carrier's option, the Crude Petroleum may be measured by metering or gauging. At Carrier's option, measurements and tests may be made on composite samples. The results of such gauging or metering and testing shall be final.

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RULES AND REGULATIONS

45. GAUGING, TESTING AND DEDUCTIONS (Concluded)

If tank gauges are used, quantities shall be computed from correctly compiled tank tables on a one hundred percent volume basis. The shipper or consignee may be present or represented at such gauging or metering and testing. A representative of Carrier shall have the right to enter upon the premises where such Crude Petroleum is received or delivered and have access to any and all tanks, storage receptacles or meters for the purpose of such gauging or metering and testing and to make any examination, inspection, measurement or test authorized by these regulations.

(b) Crude Petroleum shall be received and delivered with volume corrected as to temperature from observed degrees Fahrenheit to sixty degrees (60°) Fahrenheit. A centrifuge or other methods agreed upon shall be used for ascertaining the percentage of basic sediment, water or other impurities in the Crude Petroleum, and the full amount of basic sediment, water and other impurities shall be deducted from the corrected volume.

(c) A further deduction of ONE QUARTER OF ONE PERCENT (.25%) as allowance oil shall be made by the Carrier upon delivery to the Shipper to cover losses inherent in the transportation of Crude Petroleum by the pipeline. The net balance at sixty degrees (60°) Fahrenheit shall be the quantity deliverable by Carrier and transportation charges shall be assessed in accordance therewith.

50. EVIDENCE OF RECEIPTS AND DELIVERIES

Crude Petroleum received from the shipper and delivered to the consignee shall, in each instance, be evidenced by a ticket, showing quantity received or delivered as the case may be, temperature, basic sediment and water, and any other data essential to the determination of quantity. Such tickets shall be jointly signed by representatives of the Carrier and the shipper or consignee, as appropriate, and shall constitute full receipt for the Crude Petroleum received or delivered.

51. LINE FILL AND STORAGE

(a) Each shipper shall supply its quantity of line fill and working stock as determined from time to time by Carrier.

(b) Carrier has working tanks required in the process of transporting Crude Petroleum, but has no other tankage and, therefore, does not have facilities for rendering, nor does it offer, a storage service.

55. DELIVERY AND DEMURRAGE

(a) Carrier shall transport and deliver Crude Petroleum with reasonable diligence and dispatch, but shall accept no Crude Petroleum to be transported in time for any particular market.

(b) After any shipment has had time to arrive at destination, Carrier may begin delivery at its current rate of pumping.

(c) Inasmuch as Carrier has no facilities for rendering, nor does it offer, a storage service, time for accepting delivery is of the essence, and upon failure to accept promptly any shipment, a demurrage charge [U] four tenths of one cent (0.4¢) per barrel per day of twenty-four-hours shall accrue on any part of said shipment offered for delivery and not taken as prescribed in paragraph (b) of this item. After expiration of said notice, Carrier's liability for loss, damage, or delay shall be that of warehouseman only.

60. PAYMENT OF TRANSPORTATION AND OTHER CHARGES

(a) The shipper shall be responsible for payment of transportation and all other charges as provided for in this tariff or otherwise lawfully due to the Carrier applicable to the shipment, and if required, shall prepay such charges or furnish Financial Assurances satisfactory to Carrier. Carrier shall have a lien on all of a Shipper's Crude Petroleum accepted for transportation to secure the payment of all charges, including demurrage charges, and may refuse to deliver Crude Petroleum, may refuse to accept a transfer of Crude Petroleum, and may exercise any other rights and remedies provided at law or by contract, until all charges have been paid. The general lien provided herein shall be in addition to any lien or security interest otherwise provided by law or contract.

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RULES AND REGULATIONS

60. PAYMENT OF TRANSPORTATION AND OTHER CHARGES (Concluded)

If said charges or any part thereof shall remain unpaid five days, computed from the first seven o'clock a.m. after written notice is mailed to shipper of intention to enforce Carrier's lien as herein provided, or when there shall be failure to take the Crude Petroleum at the point of destination as provided in Item 55 within five days, computed from the first seven o'clock a.m. after expiration of the notice therein provided, Carrier shall have the right through an agent, to sell said Crude Petroleum at public auction for cash, between the hours of ten o'clock a.m. and four o'clock p.m. on any day not a legal holiday, and not less than twenty-four-hours after notice of the time and place of such sale and the quantity, general description, and location of the Crude Petroleum to be sold has been published in a daily newspaper of general circulation published in the town or city where the sale is to be held, and sent by telegraph or telefax to the shipper. Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale Carrier may pay itself all transportation, demurrage, and other lawful charges, expense of notice, advertisement, sale, and other necessary expense, and expense of caring for and maintaining the Crude Petroleum, and the balance shall be held for whomsoever may be lawfully entitled thereto.

(b) The Carrier may, with or without notice to the Shipper, appoint agent(s) to retain possession of the Shipper's Crude Petroleum on behalf of the Carrier for the purpose of enforcing the general lien described in this Rule.

65. PRORATION OF PIPE LINE CAPACITY

(a) When there shall be nominated to Carrier, for transportation, more crude petroleum than can be immediately transported on a line segment, the transportation furnished by Carrier shall be apportioned among Shippers on an equitable basis. Line segments will be prorated separately if necessary.

(b) Space in each segment will be allocated among "Regular Shippers" and any "New Shippers" as follows:

(i) For the purposes of this section, these terms are defined as follows:

"Actual Shipments" means volumes of Crude Petroleum that originate and are physically tendered at a Regular Receiving Point during a month. For greater certainty, volumes re-entering at intermediate points will not be considered to be Actual Shipments.

"Available Capacity" means the total capacity of the pipeline segment or segments thereof, available to transport crude petroleum.

"Average Monthly Volume" means the average of a Regular Shipper's monthly volumes of crude petroleum transported during the Base Period through the line segment or segments subject to prorationing.

"Base Period" means a period of 12 months, or the actual time since the effective date of the new joint tariff for shipment of crude oil originating from points on the Trenton Pipeline System and the Enbridge Pipeline System to Ramberg, North Dakota and Clearbrook, Minnesota, whichever is the shorter period, excluding the month preceding the month of allocation.

[N] "Binding Nomination" means for any Month during which the Carrier determines that nominations exceed its capacity, then the Carrier will notify each Shipper and provide each Shipper an opportunity to reduce its nomination by close of business of that day. Upon receipt of reduced nominations Carrier will evaluate whether the nominations exceed its capacity. If there is sufficient capacity, then the Carrier will notify Shippers that their reduced nomination will be considered a Binding Nomination. If there is insufficient capacity to transport the volumes nominated then the Carrier will prorate capacity in accordance with this section. The volume allocated to a Shipper during a period of apportionment shall be considered its Binding Nomination.

[N] "Force Majeure" means an event which is unforeseen, and beyond the control of the Shipper, that either prevents the Shipper from delivering the affected volume to Carrier or prevents the Shipper from accepting delivery of the affected volume from Carrier. The following are the examples of Force Majeure events: earthquakes; floods; landslides; civil disturbances; sabotage; the acts of public enemies; war; blockades; insurrections; riots; epidemics; the act of any government or other authority or statutory undertaking; the inability to obtain or the curtailment of electric power, water or fuel; strikes, lockouts, or other labor disruptions; fires; explosions; breakdowns or failures of pipe, plant, machinery or equipment; and contamination or poisoning of catalyst and/or solvent or biological treatment facilities. For greater certainty, a lack of funds; the availability of a more attractive market; Shipper's inability to purchase Crude Petroleum; or inefficiencies in operations do not constitute events of Force Majeure.

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RULES AND REGULATIONS

65. PRORATION OF PIPE LINE CAPACITY (Continued)

"New Shipper" is any Shipper that is not a Regular Shipper.

"Regular Shipper" means a shipper that has Actual Shipments in at least three quarters of the months in the Base Period. A New Shipper becomes a Regular Shipper as soon as it has met the three quarters Actual Shipment standard. The Average Monthly Volume of a Regular Shipper will be calculated over the entire Base Period including any months for which no movements are credited. A Regular Shipper ceases to be a Regular Shipper if it has no Actual Shipments for four or more months out of the Base Period. Thereafter, that shipper will be treated as a New Shipper unless and until it meets Regular Shipper criteria.

- (ii) The Available Capacity of the line segment being prorated shall be divided by the total of all volumes nominated by Regular Shippers and New Shippers. The resultant fraction will be the "proration factor".
- (iii) Each New Shipper shall be allocated space equal to its nominated volumes multiplied by the proration factor, except that in any month for which Carrier is allocating capacity on a segment, the capacity allocated to a Regular Shipper shall not be reduced by more than 10 percent of the Regular Shipper's Average Monthly Volume prorated based on Available Capacity.
- (iv) The remaining capacity shall be allocated among Regular Shippers in proportion to their Average Monthly Volume.
- (v) A Regular Shipper's Average Monthly Volume during any period of apportionment shall be frozen at the level immediately prior to the first month of apportionment. Once apportionment is no longer imposed, the Average Monthly Volume shall be recalculated for the applicable Base Period.

(c) In no event will any portion of allocated capacity to a New Shipper be used in such a manner that it will increase the allocated capacity of another Shipper beyond the allocated capacity that Shipper is entitled to under the provisions stated herein. Carrier may require written assurances from responsible officials of Shippers regarding use of allocated capacity stating that this requirement has not been violated. In the event any New Shipper shall, by any device, scheme or arrangement whatsoever, make its allocated capacity available to another Shipper, or in the event any Shipper shall receive and use any allocated capacity from a New Shipper, then, in the month following discovery of such violation, the allocated capacity of a New Shipper will be reduced to the extent of the excess capacity made available and the allocated capacity of a Shipper will be reduced to the extent of excess capacity used.

(d) [C] No nominations shall be considered beyond the amount that the nominating party has readily accessible for shipment. If a Shipper is unable to tender Crude Petroleum equal to the space allocated to it, Carrier will reduce that Shipper's volumes for the succeeding month by the amount of allocated throughput not utilized during the preceding month if apportionment is necessary.

[N] No individual Shipper nomination shall be considered beyond the physical capacity of the pipeline segment(s) that the nominated Crude Petroleum will be transported on. Nominations in excess of these limits will be reduced accordingly.

[N] (c) Except during a Force Majeure event, if a Shipper is unable to tender Crude Petroleum equal to the space allocated to it, Carrier will implement the following penalties:

- (i) Once Carrier has determined the capacity allocated to each Shipper for a given month under the provisions stated herein, it shall provide notice to each Shipper of its allocated capacity, i.e. its Binding Nomination for the month. If any Shipper fails to tender a volume of Crude Petroleum during the month equal to ninety-five percent (95%) of its Binding Nomination for that month, that Shipper shall pay to Carrier (in addition to the tariff charge for the volumes actually transported) an amount equal to the product of the applicable tariff multiplied by the difference between that Shipper's Binding Nomination and its Actual Shipments during said month. In addition, the volume of Crude Petroleum that will be accepted by the Carrier from such Shipper in each of the next three months will be limited to no more than the volume that the Shipper actually shipped during the month of prorating.

For example, if a Shipper's Binding Nomination was 100,000 bbls/d in January and the Actual Shipment was 80,000 bbls/d the Shipper would be invoiced for 100,000 bbls per day for January and in March, April and May the Shipper would be allocated no more than 80,000 bbls/d.

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RULES AND REGULATIONS

65. PRORATION OF PIPE LINE CAPACITY (Concluded)

- (iii) The revenue collected from imposition of the financial penalty will be accounted for in a separate account and refunded to Shippers on an annual basis.
-

70. APPLICATION OF RATES

- (a) Crude Petroleum received for transportation shall be subject to the rates in effect on the date of receipt of such Crude Petroleum by Carrier, irrespective of the date of the tender.
 - (b) From any point not named in this tariff which is intermediate to a point from which rates are published herein, through such unnamed point, Carrier shall apply from such unnamed point, the rate published herein from the next more distant point.
-

71. INTRASYSTEM CHANGE IN OWNERSHIP

(a) Notice of change in ownership of Crude Petroleum shall be recognized and recorded only where such Crude Petroleum entered Carrier's system and only on a monthly basis. Statements denoting ownership transactions shall be provided to the applicable transferors and transferees. Carrier shall not provide any information as to the quality of the Crude Petroleum subject to changes in ownership except for gravity on current receipts when requested. Each transferor shall be charged one-quarter cent (.25¢) per barrel for recognizing and recording the change in ownership and, if required, shall pay said charge prior to the recognizing and recording of such change. The transferor, at Carrier's option, shall provide an irrevocable letter of credit satisfactory to Carrier prior to such recognizing and recording. The recognition by Carrier of a change in ownership of Crude Petroleum requires the recording thereof, and Carrier is entitled to a lien for all such charges and fees.

(b) Carrier shall not be obligated to recognize and record changes in ownership of Crude Petroleum during any operating month unless the transferor and transferee requesting Carrier to recognize and record the change in ownership shall, each, on or before the 15th day of the preceding calendar month provide written notice to Carrier containing like data relative to the kind, quantity, source, location, transferor and transferee of the Crude Petroleum. Carrier shall not be obligated to accept any modification in said notice unless confirmed in writing by the transferor and transferee on or before the last day of the calendar month preceding the operating month.

(c) When the quantity of the Crude Petroleum received during the operating month is not equivalent to the quantity of the Crude Petroleum subject to the notice of change in ownership, Carrier shall not be required to recognize and record the change in ownership beyond the extent of the quantity received.

(d) A notice of change in ownership of Crude Petroleum shall be deemed: (1) a warranty that the transferor has unencumbered title to the Crude Petroleum identified in its notice at the time of change in ownership, and (2) a representation that the change in ownership is effective as of 8:00 o'clock a.m. (Central Standard Time) on the first day of the operating month.

(e) Carrier may, in the absence of adequate security, decline to recognize and record any change in ownership of Crude Petroleum.

(f) A transfer of a Shipper's rights and obligations under this tariff respecting its Crude Petroleum will not be binding or effective on the Carrier until the Carrier has provided a notice of acceptance to the transferor and transferee. The Carrier will not provide a notice of acceptance of a transfer until such time as the transferee has satisfied the Carrier of its capacity to undertake the transferor's obligations and has provided any Financial Assurances requested by the Carrier in accordance with Rule 102 of this tariff.

75. DIVERSION AND RECONSIGNMENT

Diversion or reconsignment may be made without charge if requested in writing by the shipper prior to delivery at original destination, subject to the rates, rules and regulations applicable from original reception point to final delivery point, upon condition that no out-of-line or backhaul movement will be made.

RULES AND REGULATIONS

80. TITLE AND LEGALITY OF SHIPMENT

A tender of Crude Petroleum shall be deemed a warranty of title by the party tendering, but acceptance shall not be deemed a representation by the Carrier as to title. The Carrier may, in the absence of adequate security, decline to receive any Crude Petroleum which is in litigation, or as to which a dispute over title may exist or which is encumbered by any lien of which the Carrier has notice.

85. LIABILITY OF CARRIER

(a) Carrier, while in possession of any Crude Petroleum, shall not be liable for any loss thereof, or damage thereto, or delay, caused by act of God, the public enemy, quarantine, the authority of law, or of public authority, strikes, riots, insurrection, inherent nature of the goods, or the act or default of the shipper or consignee.

(b) Any losses of Crude Petroleum shall be charged proportionately to each shipper in the ratio that its Crude Petroleum or portion thereof, received and undelivered at the time the loss occurs, bears to the total of all Crude Petroleum then in Carrier's possession for transportation via the lines or other facilities in which the loss occurs, and Carrier shall be obligated to deliver only that portion of such Crude Petroleum remaining after deducting shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.

86. LIABILITY OF SHIPPER

(a) Shipper shall indemnify and save Carrier harmless from any and all personal injuries, property damage (including full or partial loss of use of property), damages, claims, suits, costs and recoveries of every name and nature which may in any manner arise or grow out of breach of warranty or representation of the shipper with respect to any shipment tendered by such shipper and transported by Carrier, whether due to the negligence of Carrier, its contractors, officers, agents and employees; and in the event any suit or action shall be brought against Carrier to recover on account of such loss, damage, injury or destruction agreed to be borne by shipper, shipper shall appear and defend any such suit or action and pay any judgment that may be obtained against Carrier.

(b) Shipper shall also be liable to Carrier for property damage, including damages for loss of use of any of its facilities, which may in any manner arise or grow out of shipper's breach of warranty or representation with respect to any shipment tendered by it and transported by Carrier.

90. CLAIMS SUITS AND TIME FOR FILING

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months and one (1) day after delivery of the property, or, in case of failure to make delivery, then within nine (9) months and one (1) day after a reasonable time for delivery has elapsed; and suits shall be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that 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, Carrier shall not be liable, and such claims shall not be paid.

96. PIPEAGE OR OTHER CONTRACTS REQUIRED

Separate pipeage and other contracts in accord with this tariff and these regulations covering further details may be required by the Carrier before any duty of transportation shall arise.

101. DUTY OF CARRIER

Carrier shall not be required to transport Crude Petroleum except with reasonable diligence, considering the quantity of Crude Petroleum, the distance of transportation, the safety of operation, and other material factors.

102. FINANCIAL ASSURANCES

(a) At any time, upon the request of the Carrier, any prospective or existing Shipper shall provide information to the Carrier that will allow the Carrier to determine the prospective or existing Shipper's capacity to perform any financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the terms of this tariff, including the payment of transportation charges, equalization obligations and the value of the allowance oil and negative Shipper's balance positions.

(Continued on Next Page)

RULES AND REGULATIONS

102. FINANCIAL ASSURANCES (Concluded)

The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to provide the requested information to the Carrier within ten (10) days of the Carrier's written request, or if the Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform any financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the terms of this tariff, including the payment of transportation charges, equalization obligations and the reasonably determined value of the allowance oil and negative Shipper's balance positions.

(b) Subject to the provisions of Rule 102 (c), the Carrier, upon notice to the Shipper, may only require one or more of the following Financial Assurances for the payment of all charges and costs as provided for in this tariff, or otherwise lawfully due to the Carrier, to be provided at the expense of the Shipper:

- (i) prepayment; (ii) a letter of credit in favour of Carrier in an amount sufficient to ensure payment of all costs and charges that could reasonably accrue due to the Carrier, in a form and from an institution acceptable to Carrier; (iii) a guaranty in an amount sufficient to ensure payment of all such costs and charges that could reasonably accrue due to the Carrier, in a form and from a third party acceptable to Carrier; or (iv) such other enforceable collateral security, including but not limited to security agreements over assets of the Shipper, in a form acceptable to the Carrier ("the Financial Assurances").

(c) In the event that the Carrier reasonably determines that:

- (i) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory; (ii) any Financial Assurances previously provided by a Shipper no longer provide adequate security for the performance of the Shipper's obligations that could arise from the transportation of its Crude Petroleum under the terms of this tariff; or (iii) the Carrier otherwise determines that it is necessary to obtain Financial Assurances from the Shipper, then the Shipper shall provide Financial Assurances for the payment of the charges and costs as provided for in this tariff or otherwise lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum by the Carrier. For the purpose of this tariff, and without limiting the generality of the charges and costs lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum, those charges and costs shall include transportation charges, equalization obligations, negative Shipper's balance positions and the allowance oil. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to deliver the Financial Assurances to Carrier within ten (10) days of Shipper's receipt of Carrier's written request for such Financial Assurances.

EXPLANATION OF ABBREVIATIONS

API	American Petroleum Institute
ASTM	American Society of Testing and Materials
No	Number
FERC	Federal Energy Regulatory Commission
NDPSC	North Dakota Public Service Commission

Symbols:

- [C] – Cancel. Only the underlined portion has been cancelled.
- [N] – New.
- [W] – Wording. Change in wording only.
- [U] – Unchanged rate.

ENBRIDGE PIPELINES (NORTH DAKOTA) LLC

LOCAL PROPORTIONAL TARIFF

RULES AND REGULATIONS

Governing the Gathering and Transportation of

CRUDE PETROLEUM BY PIPELINE

Note: For rates see Enbridge Pipelines (North Dakota) LLC Local Tariff applying on Crude Petroleum.

GENERAL APPLICATION

The Rules and Regulations published herein apply only under tariffs making specific reference by F.E.R.C. number to this tariff: such reference will include supplements hereto and successive issues hereof. Specific rules and regulations published in individual tariffs will take precedence over Rules and Regulations published herein.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

Issued on 17 days' notice under authority of 18 CFR 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.

ISSUED JANUARY 14, 2005

EFFECTIVE FEBRUARY 1, 2005

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RULES AND REGULATIONS

5. APPLICATION

The rates named in this tariff apply on the gathering and transportation of Crude Petroleum from the established receiving points of Enbridge Pipelines (North Dakota) LLC, hereinafter referred to as "Carrier", in the areas of Montana and North Dakota, named below, to established destination points of Carrier, in Minnesota, Montana and North Dakota, named below for the movement beyond to interstate destinations.

8. ACCEPTANCE OF DELIVERY

The Carrier shall not be required to accept delivery of Crude Petroleum from field batteries at intervals of less than 7 days, except in parcels of more than four hundred (400) barrels each.

9. HEATING OF CRUDE PETROLEUM

The Carrier may require Crude Petroleum tendered hereunder to be heated prior to acceptance, and may refuse to accept Crude Petroleum tendered at temperatures in excess of 120 degrees (120°) Fahrenheit.

10. DEFINITIONS

As used in these rules and regulations, the following terms have the following meanings:

"API gravity" or "gravity" means gravity determined in accordance with the ASTM Designation D-287-82 or the latest revision thereof.

"Barrels" means 42 United States gallons at sixty degrees (60°) Fahrenheit.

"Crude Petroleum" means either (1) the direct liquid products of oil or gas wells regardless of gravity, which are produced at the well head in liquid form, or (2) the indirect liquid products of oil or gas wells recovered or extracted from gas, at gas plants or refineries, known as natural gas liquids and consisting of ninety percent (90%) or more pentanes and heavier hydrocarbons, regardless of gravity, or (3) a mixture of the direct liquid products of oil or gas wells with the indirect liquid products of oil or gas wells, as provided in Item 16.

"Financial Assurances" means the financial assurances provided by the Shippers and accepted by the Carrier in accordance with Rule 102.

"Shipper" means the party that contracts with the Carrier for the transportation of Crude Petroleum under the terms of this tariff, and that has satisfied the Carrier of that party's capacity to perform its financial obligations that may arise from the transportation of its Crude Petroleum under the terms of this tariff, and includes a transferee of a Shipper's rights and obligations, as approved in accordance with Rule 71 (f).

"Tender" means an offer by a shipper to Carrier of a stated quantity of Crude Petroleum for transportation from a specified reception point or points to a specified delivery point or points in accordance with these rules and regulations.

16. MIXTURES

(a) The indirect liquid products of oil or gas wells, hereinafter referred to as indirect products, may be accepted and transported as a mixture with the direct liquid products of oil and gas wells, hereinafter referred to as direct products, provided the following conditions are met: (1) The Carrier's facilities permit segregation of the mixture; (2) the mixture is segregated from other streams which do not contain indirect products; and (3) the vapor pressure of the mixture does not exceed that permitted by Carrier's facilities and operating conditions.

(b) The indirect products portion of the mixture may be accepted for transportation at reception points other than the one at which the direct products portion of the same mixture is received, provided that the consignee and destination are the same, and that operating conditions and Carrier's facilities permit the indirect products portion to be mixed with the direct products of the same consignee. The rate to be assessed on each portion of the mixture shall be the rate applicable from the point at which each is received. The direct and indirect products shall be measured and tested separately, and must be shown separately on the tender form.

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16. MIXTURES (Concluded)

(c) Mixtures may be transported and delivered as Crude Petroleum. Nothing in this item is to be construed to waive provisions of Item 35 or to require Carrier to receive, transport and deliver unmixed indirect products, except that unmixed indirect products may be gathered for subsequent mixing with direct products in accordance with this rule where facilities exist for performing a gathering service for such products.

20. DESTINATION FACILITIES REQUIRED

(a) Crude Petroleum shall be received for transportation only at established receiving points and when consigned to the shipper or consignee at one or more regular delivery points.

(b) No duty to transport shall arise until evidence satisfactory to Carrier has been furnished that consignee has provided necessary facilities to which Carrier is connected and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination, as provided in these rules and regulations.

26. SPECIFICATIONS AS TO QUALITY TRANSPORTED

(a) Except as provided in Item 26(b), Carrier reserves the right to reject any Crude Petroleum offered for transportation other than good and merchantable Crude Petroleum of acceptable character which, when measured and tested by Carrier or Carrier's representative at the reception point, meets all of the following specifications:

(1) Readily susceptible to transportation through Carrier's existing facilities;

(2) API gravity of between twenty three degrees (23°) and ninety degrees (90°) at sixty degrees (60) Fahrenheit;

(3) Reid vapor pressure which does not exceed 103 kilopascals;

(4) Basic sediment, water and other impurities of one-half (1/2) of one (1) percent or less, with a maximum of three tenths (0.3) percent free water.

(b) Carrier reserves the right to reject Crude Petroleum which does not meet the specifications set forth in Item 26(a) unless (1) it is tendered for delivery from a designated shipper to a designated consignee, (2) Carrier's facilities and operating conditions permit the segregation of the off specification Crude Petroleum, and (3) the off specification Crude Petroleum is segregated from other Crude Petroleum which meets the specifications set forth in Item 26(a).

(c) At Carrier's request, shipper shall furnish Carrier with a certificate setting forth in detail the characteristics of each shipment offered for transportation and certifying that the shipment either (1) meets the specifications set forth in Item 26(a), or (2) the shipment is to be transported under Item 26(b). Carrier may, but shall not be required to, sample and/or test any shipment prior to or during receipt of the shipment, for the purpose of verifying the characteristics of the shipment contained in a shipper's certificate, and in the event of variance between said certificate and Carrier's test, Carrier's test shall prevail. Crude Petroleum which, either (1) does not meet the specifications set forth in Item 26(a) or (2) is not being offered for transportation under Item 26(b), shall be deemed to be unmerchantable and a shipper who offers unmerchantable Crude Petroleum shall be deemed to have breached the warranty and representation set forth in Item 40.

(d) The presence of contaminants in Crude Petroleum, including but not limited to chemicals such as chlorinated and/or oxygenated hydrocarbons and/or lead, shall be reason for Carrier to reject any Crude Petroleum. Crude Petroleum containing such contaminants shall be deemed to be unmerchantable and a shipper who offers contaminated Crude Petroleum shall be deemed to have breached the warranty and representation set forth in Item 40.

(e) Carrier reserves the right to reject any Crude Petroleum offered or received for transportation when, in addition to the applicable specifications, the sulfur content exceeds .5% by weight.

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RULES AND REGULATIONS

30. FACILITIES AT POINT OF ORIGIN REQUIRED

- (a) Shipper shall provide, at the origin station, adequate storage and other facilities for receiving, measuring, testing and collecting into minimum batch volumes.
 - (b) Gathering services shall be performed only from established receiving points of Carrier to established origin stations of Carrier for movement beyond to established destinations.
-

35. SEGREGATION AND CHANGES IN QUALITY

- (a) Crude Petroleum offered for transportation shall be received by Carrier only on the condition that it shall be subject to such changes in gravity or quality while in transit as may result from the transportation thereof, or the mixture of said Crude Petroleum with other Crude Petroleum in the pipe lines or facilities of Carrier.
 - (b) Carrier shall be under no obligation to make delivery of the identical Crude Petroleum received, and
 - (1) In the case of any stream, other than a mixed stream, shall make delivery out of its common stock of that stream, and
 - (2) In the case of a mixed stream, shall make delivery out of its common stock of that stream. Any revaluations deemed appropriate by reason of difference in grade and/or quality that occur, by reason of the mixing, between receipt of the component parts and delivery of the stream, shall be between and for the account of the shipper and consignee. Carrier shall have no responsibility in or for such revaluations or settlements other than to furnish such data as it may have in its possession on the quality and gravity of the Crude Petroleum received into and delivered out of the mixed stream.
 - (c) Notwithstanding the provisions of sub-sections (a) and (b) of this item, if Crude Petroleum offered is of a kind or quality not being currently transported through Carrier's facilities, Carrier shall at the request of the shipper and to the extent permitted by its existing facilities, endeavor to segregate such Crude Petroleum during the transportation and to make deliver of substantially the same Crude Petroleum at destination; provided that in such instances Carrier may require the shipper to make such Crude Petroleum available in such quantities and at such times as may be necessary to permit such segregated movements.
 - (d) The Carrier shall not be liable for failure to deliver the identical Crude Petroleum or for any variations in quality while in its custody, nor shall Carrier be liable for any consequential loss resulting from any variations in quality of Crude Petroleum while in its custody.
 - (e) CARRIER MAKES NO WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT TO THE GRADE OR QUALITY OF CRUDE PETROLEUM TRANSPORTED UNDER THIS TARIFF.
-

40. TENDERS AND QUANTITIES ACCEPTED

- (a) Shippers desiring to offer Crude Petroleum for transportation shall make such offer to Carrier by submitting, on Carrier's prescribed Notice of Shipment form or other form acceptable to Carrier, a separate tender for each calendar month on or before the 15th day of the preceding month. On or before December 31 of each year, shippers desiring to offer Crude Petroleum for transportation during the following year shall submit, on Carrier's prescribed Notice of Shipment form, a blanket tender for the following year.
- (b) A monthly tender shall be accepted only when the total quantity covered thereby shall be made available for transportation within said calendar month at a daily rate, or in quantities and at times, to be specified by Carrier. Except as hereunder provided, Carrier shall not specify a daily rate or a quantity of less than 5,000 barrels.
- (c) Each monthly tender by a shipper shall contain either (1) a warranty in favor of Carrier that the Crude Petroleum identified in the tender meets Carrier's specifications as set forth in Item 26(a), or (2) a statement that the Crude Petroleum identified in the tender is being offered for transportation under Item 26(b).
- (d) If space is available and operating conditions permit Carrier may, at its discretion, accept monthly tenders after the 15th of the month and take delivery of Crude Petroleum in lots less than 5,000 barrels. However, in no event shall Carrier undertake to make a single delivery of less than 5,000 barrels. A single delivery is a delivery in one continuous operation into a single facility to which Carrier is connected.

RULES AND REGULATIONS

45. GAUGING, TESTING AND DEDUCTIONS

(a) Prior to or during receipt of Crude Petroleum tendered by a shipper, and prior to or during release thereof for delivery to a consignee, it shall be measured and tested by a representative of Carrier. At Carrier's option, the Crude Petroleum may be measured by metering or gauging. At Carrier's option, measurements and tests may be made on composite samples. The results of such gauging or metering and testing shall be final. If tank gauges are used, quantities shall be computed from correctly compiled tank tables on a one hundred percent volume basis. The shipper or consignee may be present or represented at such gauging or metering and testing. A representative of Carrier shall have the right to enter upon the premises where such Crude Petroleum is received or delivered and have access to any and all tanks, storage receptacles or meters for the purpose of such gauging or metering and testing and to make any examination, inspection, measurement or test authorized by these regulations.

(b) Crude Petroleum shall be received and delivered with volume corrected as to temperature from observed degrees Fahrenheit to sixty degrees (60°) Fahrenheit. A centrifuge or other methods agreed upon shall be used for ascertaining the percentage of basic sediment, water or other impurities in the Crude Petroleum, and the full amount of basic sediment, water and other impurities shall be deducted from the corrected volume.

(c) A further deduction of ONE QUARTER OF ONE PERCENT (.25%) as allowance oil shall be made by the Carrier upon delivery to the Shipper to cover losses inherent in the transportation of Crude Petroleum by the pipeline. The net balance at sixty degrees (60°) Fahrenheit shall be the quantity deliverable by Carrier and transportation charges shall be assessed in accordance therewith.

50. EVIDENCE OF RECEIPTS AND DELIVERIES

Crude Petroleum received from the shipper and delivered to the consignee shall, in each instance, be evidenced by a ticket, showing quantity received or delivered as the case may be, temperature, basic sediment and water, and any other data essential to the determination of quantity. Such tickets shall be jointly signed by representatives of the Carrier and the shipper or consignee, as appropriate, and shall constitute full receipt for the Crude Petroleum received or delivered.

51. LINE FILL AND STORAGE

(a) Each shipper shall supply its quantity of line fill and working stock as determined from time to time by Carrier.

(b) Carrier has working tanks required in the process of transporting Crude Petroleum, but has no other tankage and, therefore, does not have facilities for rendering, nor does it offer, a storage service.

55. DELIVERY AND DEMURRAGE

(a) Carrier shall transport and deliver Crude Petroleum with reasonable diligence and dispatch, but shall accept no Crude Petroleum to be transported in time for any particular market.

(b) After any shipment has had time to arrive at destination, Carrier may begin delivery at its current rate of pumping.

(c) Inasmuch as Carrier has no facilities for rendering, nor does it offer, a storage service, time for accepting delivery is of the essence, and upon failure to accept promptly any shipment, a demurrage charge four tenths of one cent (0.4¢) per barrel per day of twenty-four-hours shall accrue on any part of said shipment offered for delivery and not taken as prescribed in paragraph (b) of this item. After expiration of said notice, Carrier's liability for loss, damage, or delay shall be that of warehouseman only.

60. PAYMENT OF TRANSPORTATION AND OTHER CHARGES

(a) The shipper shall be responsible for payment of transportation and all other charges as provided for in this tariff or otherwise lawfully due to the Carrier applicable to the shipment, and if required, shall prepay such charges or furnish Financial Assurances satisfactory to Carrier. Carrier shall have a lien on all of a Shipper's Crude Petroleum accepted for transportation to secure the payment of all charges, including demurrage charges, and may refuse to deliver Crude

(Continued on next Page)

RULES AND REGULATIONS

60. PAYMENT OF TRANSPORTATION AND OTHER CHARGES (Concluded)

Petroleum, may refuse to accept a transfer of Crude Petroleum, and may exercise any other rights and remedies provided at law or by contract, until all charges have been paid. The general lien provided herein shall be in addition to any lien or security interest otherwise provided by law or contract. If said charges or any part thereof shall remain unpaid five days, computed from the first seven o'clock a.m. after written notice is mailed to shipper of intention to enforce Carrier's lien as herein provided, or when there shall be failure to take the Crude Petroleum at the point of destination as provided in Item 55 within five days, computed from the first seven o'clock a.m. after expiration of the notice therein provided, Carrier shall have the right through an agent, to sell said Crude Petroleum at public auction for cash, between the hours of ten o'clock a.m. and four o'clock p.m. on any day not a legal holiday, and not less than twenty-four-hours after notice of the time and place of such sale and the quantity, general description, and location of the Crude Petroleum to be sold has been published in a daily newspaper of general circulation published in the town or city where the sale is to be held, and sent by telegraph or telefax to the shipper. Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale Carrier may pay itself all transportation, demurrage, and other lawful charges, expense of notice, advertisement, sale, and other necessary expense, and expense of caring for and maintaining the Crude Petroleum, and the balance shall be held for whomsoever may be lawfully entitled thereto.

(b) The Carrier may, with or without notice to the Shipper, appoint agent(s) to retain possession of the Shipper's Crude Petroleum on behalf of the Carrier for the purpose of enforcing the general lien described in this Rule.

65. PRORATION OF PIPE LINE CAPACITY

[C] When the total volume tendered for shipment is greater than can be transported within the period covered by such tenders, Crude Petroleum tendered by each shipper for transportation shall be transported in such quantities and at such times to the limit of Carrier's capacity so as to avoid discrimination among shippers.

[N] (a) When there shall be nominated to Carrier, for transportation, more crude petroleum than can be immediately transported on a line segment, the transportation furnished by Carrier shall be apportioned among Shippers on an equitable basis. Line segments will be prorated separately if necessary.

[N] (b) Space in each segment will be allocated among "Regular Shippers" and any "New Shippers" as follows:

(i) For the purposes of this section, these terms are defined as follows:

"Actual Shipments" means volumes of Crude Petroleum that originate and are physically tendered at a Regular Receiving Point during a month. For greater certainty, volumes re-entering at intermediate points will not be considered to be Actual Shipments.

"Available Capacity" means the total capacity of the pipeline segment or segments thereof, available to transport crude petroleum.

"Average Monthly Volume" means the average of a Regular Shipper's monthly volumes of crude petroleum transported during the Base Period through the line segment or segments subject to prorationing.

"Base Period" means a period of 12 months, or the actual time since the effective date of the new joint tariff for shipment of crude oil originating from points on the Trenton Pipeline System and the Enbridge Pipeline System to Ramberg, North Dakota and Clearbrook, Minnesota, whichever is the shorter period, excluding the month preceding the month of allocation.

"New Shipper" is any Shipper that is not a Regular Shipper.

"Regular Shipper" means a shipper that has Actual Shipments in at least three quarters of the months in the Base Period. A New Shipper becomes a Regular Shipper as soon as it has met the three quarters Actual Shipment standard. The Average Monthly Volume of a Regular Shipper will be calculated over the entire Base Period including any months for which no movements are credited. A Regular Shipper ceases to be a Regular Shipper if it has no Actual Shipments for four or more months out of the Base Period. Thereafter, that shipper will be treated as a New Shipper unless and until it meets Regular Shipper criteria.

(ii) The Available Capacity of the line segment being prorated shall be divided by the total of all volumes nominated by Regular Shippers and New Shippers. The resultant fraction will be the "proration factor".

(iii) Each New Shipper shall be allocated space equal to its nominated volumes multiplied by the proration factor, except that in any month for which Carrier is allocating capacity on a segment, the capacity allocated to a Regular Shipper shall not be reduced by more than 10 percent of the Regular Shipper's Average Monthly Volume prorated based on Available Capacity.

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65. PRORATION OF PIPE LINE CAPACITY (Concluded)

- (iv) The remaining capacity shall be allocated among Regular Shippers in proportion to their Average Monthly Volume.
- (v) A Regular Shipper's Average Monthly Volume during any period of apportionment shall be frozen at the level immediately prior to the first month of apportionment. Once apportionment is no longer imposed, the Average Monthly Volume shall be recalculated for the applicable Base Period.

[N] (c) In no event will any portion of allocated capacity to a New Shipper be used in such a manner that it will increase the allocated capacity of another Shipper beyond the allocated capacity that Shipper is entitled to under the provisions stated herein. Carrier may require written assurances from responsible officials of Shippers regarding use of allocated capacity stating that this requirement has not been violated. In the event any New Shipper shall, by any device, scheme or arrangement whatsoever, make its allocated capacity available to another Shipper, or in the event any Shipper shall receive and use any allocated capacity from a New Shipper, then, in the month following discovery of such violation, the allocated capacity of a New Shipper will be reduced to the extent of the excess capacity made available and the allocated capacity of a Shipper will be reduced to the extent of excess capacity used.

[N] (d) No nominations shall be considered beyond the amount that the nominating party has readily accessible for shipment. If a Shipper is unable to tender Crude Petroleum equal to the space allocated to it, Carrier will reduce that Shipper's volumes for the succeeding month by the amount of allocated throughput not utilized during the preceding month if apportionment is necessary.

70. APPLICATION OF RATES

- (a) Crude Petroleum received for transportation shall be subject to the rates in effect on the date of receipt of such Crude Petroleum by Carrier, irrespective of the date of the tender.
 - (b) From any point not named in this tariff which is intermediate to a point from which rates are published herein, through such unnamed point, Carrier shall apply from such unnamed point, the rate published herein from the next more distant point.
-

71. INTRASYSTEM CHANGE IN OWNERSHIP

(a) Notice of change in ownership of Crude Petroleum shall be recognized and recorded only where such Crude Petroleum entered Carrier's system and only on a monthly basis. Statements denoting ownership transactions shall be provided to the applicable transferors and transferees. Carrier shall not provide any information as to the quality of the Crude Petroleum subject to changes in ownership except for gravity on current receipts when requested. Each transferor shall be charged one-quarter cent (.25¢) per barrel for recognizing and recording the change in ownership and, if required, shall pay said charge prior to the recognizing and recording of such change. The transferor, at Carrier's option, shall provide an irrevocable letter of credit satisfactory to Carrier prior to such recognizing and recording. The recognition by Carrier of a change in ownership of Crude Petroleum requires the recording thereof, and Carrier is entitled to a lien for all such charges and fees.

(b) Carrier shall not be obligated to recognize and record changes in ownership of Crude Petroleum during any operating month unless the transferor and transferee requesting Carrier to recognize and record the change in ownership shall, each, on or before the 15th day of the preceding calendar month provide written notice to Carrier containing like data relative to the kind, quantity, source, location, transferor and transferee of the Crude Petroleum. Carrier shall not be obligated to accept any modification in said notice unless confirmed in writing by the transferor and transferee on or before the last day of the calendar month preceding the operating month.

(c) When the quantity of the Crude Petroleum received during the operating month is not equivalent to the quantity of the Crude Petroleum subject to the notice of change in ownership, Carrier shall not be required to recognize and record the change in ownership beyond the extent of the quantity received.

(d) A notice of change in ownership of Crude Petroleum shall be deemed: (1) a warranty that the transferor has unencumbered title to the Crude Petroleum identified in its notice at the time of change in ownership, and (2) a representation that the change in ownership is effective as of 8:00 o'clock a.m. (Central Standard Time) on the first day of the operating month.

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RULES AND REGULATIONS

71. INTRASYSTEM CHANGE IN OWNERSHIP (Concluded)

(e) Carrier may, in the absence of adequate security, decline to recognize and record any change in ownership of Crude Petroleum.

(f) A transfer of a Shipper's rights and obligations under this tariff respecting its Crude Petroleum will not be binding or effective on the Carrier until the Carrier has provided a notice of acceptance to the transferor and transferee. The Carrier will not provide a notice of acceptance of a transfer until such time as the transferee has satisfied the Carrier of its capacity to undertake the transferor's obligations and has provided any Financial Assurances requested by the Carrier in accordance with Rule 102 of this tariff.

75. DIVERSION AND RECONSIGNMENT

Diversion or reconsignment may be made without charge if requested in writing by the shipper prior to delivery at original destination, subject to the rates, rules and regulations applicable from original reception point to final delivery point, upon condition that no out-of-line or backhaul movement will be made.

80. TITLE AND LEGALITY OF SHIPMENT

A tender of Crude Petroleum shall be deemed a warranty of title by the party tendering, but acceptance shall not be deemed a representation by the Carrier as to title. The Carrier may, in the absence of adequate security, decline to receive any Crude Petroleum which is in litigation, or as to which a dispute over title may exist or which is encumbered by any lien of which the Carrier has notice.

85. LIABILITY OF CARRIER

(a) Carrier, while in possession of any Crude Petroleum, shall not be liable for any loss thereof, or damage thereto, or delay, caused by act of God, the public enemy, quarantine, the authority of law, or of public authority, strikes, riots, insurrection, inherent nature of the goods, or the act or default of the shipper or consignee.

(b) Any losses of Crude Petroleum shall be charged proportionately to each shipper in the ratio that its Crude Petroleum or portion thereof, received and undelivered at the time the loss occurs, bears to the total of all Crude Petroleum then in Carrier's possession for transportation via the lines or other facilities in which the loss occurs, and Carrier shall be obligated to deliver only that portion of such Crude Petroleum remaining after deducting shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.

86. LIABILITY OF SHIPPER

(a) Shipper shall indemnify and save Carrier harmless from any and all personal injuries, property damage (including full or partial loss of use of property), damages, claims, suits, costs and recoveries of every name and nature which may in any manner arise or grow out of breach of warranty or representation of the shipper with respect to any shipment tendered by such shipper and transported by Carrier, whether due to the negligence of Carrier, its contractors, officers, agents and employees; and in the event any suit or action shall be brought against Carrier to recover on account of such loss, damage, injury or destruction agreed to be borne by shipper, shipper shall appear and defend any such suit or action and pay any judgment that may be obtained against Carrier.

(b) Shipper shall also be liable to Carrier for property damage, including damages for loss of use of any of its facilities, which may in any manner arise or grow out of shipper's breach of warranty or representation with respect to any shipment tendered by it and transported by Carrier.

90. CLAIMS SUITS AND TIME FOR FILING

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months and one (1) day after delivery of the property, or, in case of failure to make delivery, then within nine (9) months and one (1) day after a reasonable time for delivery has elapsed; and suits shall be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that 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, Carrier shall not be liable, and such claims shall not be paid.

96. PIPEAGE OR OTHER CONTRACTS REQUIRED

Separate pipeage and other contracts in accord with this tariff and these regulations covering further details may be required by the Carrier before any duty of transportation shall arise.

101. DUTY OF CARRIER

Carrier shall not be required to transport Crude Petroleum except with reasonable diligence, considering the quantity of Crude Petroleum, the distance of transportation, the safety of operation, and other material factors.

102. FINANCIAL ASSURANCES

(a) At any time, upon the request of the Carrier, any prospective or existing Shipper shall provide information to the Carrier that will allow the Carrier to determine the prospective or existing Shipper’s capacity to perform any financial obligations that could arise from the transportation of that Shipper’s Crude Petroleum under the terms of this tariff, including the payment of transportation charges, equalization obligations and the value of the allowance oil and negative Shipper's balance positions. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to provide the requested information to the Carrier within ten (10) days of the Carrier's written request, or if the Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform any financial obligations that could arise from the transportation of that Shipper’s Crude Petroleum under the terms of this tariff, including the payment of transportation charges, equalization obligations and the reasonably determined value of the allowance oil and negative Shipper's balance positions.

(b) Subject to the provisions of Rule 102 (c), the Carrier, upon notice to the Shipper, may only require one or more of the following Financial Assurances for the payment of all charges and costs as provided for in this tariff, or otherwise lawfully due to the Carrier, to be provided at the expense of the Shipper:

(i) prepayment; (ii) a letter of credit in favour of Carrier in an amount sufficient to ensure payment of all costs and charges that could reasonably accrue due to the Carrier, in a form and from an institution acceptable to Carrier; (iii) a guaranty in an amount sufficient to ensure payment of all such costs and charges that could reasonably accrue due to the Carrier, in a form and from a third party acceptable to Carrier; or (iv) such other enforceable collateral security, including but not limited to security agreements over assets of the Shipper, in a form acceptable to the Carrier (“the Financial Assurances”).

(c) In the event that the Carrier reasonably determines that:

(i) the existing or prospective Shipper’s financial condition is or has become impaired or unsatisfactory; (ii) any Financial Assurances previously provided by a Shipper no longer provide adequate security for the performance of the Shipper’s obligations that could arise from the transportation of its Crude Petroleum under the terms of this tariff; or (iii) the Carrier otherwise determines that it is necessary to obtain Financial Assurances from the Shipper, then the Shipper shall provide Financial Assurances for the payment of the charges and costs as provided for in this tariff or otherwise lawfully due to the Carrier relating to the transportation of the Shipper’s Crude Petroleum by the Carrier. For the purpose of this tariff, and without limiting the generality of the charges and costs lawfully due to the Carrier relating to the transportation of the Shipper’s Crude Petroleum, those charges and costs shall include transportation charges, equalization obligations, negative Shipper’s balance positions and the allowance oil. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to deliver the Financial Assurances to Carrier within ten (10) days of Shipper's receipt of Carrier's written request for such Financial Assurances.

EXPLANATION OF ABBREVIATIONS

API	American Petroleum Institute
ASTM	American Society of Testing and Materials
No	Number
FERC	Federal Energy Regulatory Commission
NDPSC	North Dakota Public Service Commission

RULES AND REGULATIONS

Symbols:

[C] – Canceled. The underlined [C] symbol denotes that only the underlined portion has been cancelled.

[I] – Increase. The underlined [I] symbol denotes that only the underlined portion has increased.

[N] – New

[W] – Wording. Denotes changes in wording from F.E.R.C. No. 23 which result in neither an increase nor decrease in rates.

ENBRIDGE PIPELINES (NORTH DAKOTA) LLC

IN CONNECTION WITH

ENBRIDGE ENERGY, LIMITED PARTNERSHIP

JOINT TARIFF RULES AND REGULATIONS

Governing the

TRANSPORTATION

of

CRUDE PETROLEUM

by

PIPELINE

GENERAL APPLICATION

The Rules and Regulations published herein apply only under tariffs making specific reference by FERC number to this tariff; such reference will include supplements hereto and successive issues hereof. Specific rules and regulations published in individual tariffs will take precedence over Rules and Regulations published herein.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED JUNE 30, 2003

EFFECTIVE AUGUST 1, 2003

ISSUED BY

COMPILED BY

[W] Dan C. Tutcher – President Enbridge Energy Company, Inc.
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RULES AND REGULATIONS

1. DEFINITIONS

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

"API" means American Petroleum Institute.

"ASTM" means American Society for Testing and Materials.

"Carrier" means Enbridge Pipelines (North Dakota) LLC in connection with Enbridge Energy, Limited

Partnership.

"Celsius" (EC) is equivalent to the Fahrenheit Temperature minus 32 divided by the factor 1.8.

"Crude Petroleum" means the direct liquid product of oil wells, oil processing plants, the indirect liquid petroleum products of oil or gas wells, oil sands, or a mixture of such products, but does not include Natural Gas Liquids or Refined Petroleum Products.

"Cubic Metre" means 264.172 0 United States gallons and 6.289 811 barrels at a temperature of 15 degrees Celsius.

"Density" means mass per unit volume at 15 degrees Celsius expressed in kilograms per cubic metre.

"FERC" means the Federal Energy Regulatory Commission.

[N] "Financial Assurances" means the financial assurances provided by the Shipper and accepted by the Carrier in accordance with Rule 18.

"Kilopascal" is equivalent to 0.145 037 7 pounds per square inch.

"Natural Gas Liquids" means the indirect liquid petroleum products of oil or gas wells having an absolute vapor pressure in excess of 103 kilopascals.

"Petroleum" means Crude Petroleum, Natural Gas Liquids and Refined Petroleum Products.

"Refined Petroleum Products" means the products of a refinery tendered as motor gasoline, aviation fuels, kerosene, diesel fuel and domestic heating oil.

"Regular Delivery Point" means a location for the delivery of Crude Petroleum as provided for in the Carrier's Local Tariff Applying On Crude Petroleum And Natural Gas Liquids.

"Regular Receiving Point" means a location for the receipt of Crude Petroleum as provided for in the Carrier's Local Tariff Applying On Crude Petroleum And Natural Gas Liquids.

[N] "Shipper" means the party that contracts with the Carrier for the transportation of Crude Petroleum under the terms of this tariff, and that has satisfied the Carrier of that party's capacity to perform its financial obligations that may arise from the transportation of its Crude Petroleum under the terms of this tariff, and includes a transferee of a Shipper's rights and obligations, as approved in accordance with Rule 15 (c).

"Tender" means an offer by a Shipper to the Carrier in accordance with this tariff for the transportation of a stated quantity of Crude Petroleum from a Regular Receiving Point to a Regular Delivery Point.

"Working Stock" means the volume of Petroleum required by the Carrier for operational and scheduling purposes as specified from time to time by the Carrier.

2. COMMODITY

This tariff applies to the transportation of Crude Petroleum by the Carrier.

3. ORIGIN AND DESTINATION FACILITIES

(a) Subject to the further provisions of this tariff, the Carrier will only accept Crude Petroleum for transportation:

- (i) at Regular Receiving Points; (ii) when the Crude Petroleum has been specified to be delivered to one or more Regular Delivery Points; and (iii) when the party taking delivery of the Crude Petroleum has been specified in writing to the Carrier.

(b) Except where the Carrier provides such facilities, the Carrier will only accept Crude Petroleum for transportation when the Shipper has provided the necessary facilities satisfactory to the Carrier at the specified Regular Delivery Point for such Crude Petroleum.

4. SPECIFICATIONS AS TO QUALITY

(a) A Shipper shall not deliver to the Carrier and the Carrier shall not be obligated to accept Crude Petroleum that, as determined by the Carrier, has on receipt:

- (i) a temperature greater than 38 degrees Celsius; (ii) a Reid vapor pressure in excess of 103 kilopascals; (iii) sediment and water in excess of 0.5 percent by volume; (iv) a density in excess of 927 kilograms per cubic metre at 15 degrees Celsius; (v) a kinematic viscosity in excess of 250 square millimetres per second

determined at the lower of the temperature of such Crude Petroleum or the Carrier's reference line temperature; (vi) any organic chlorides; or (vii) physical or chemical characteristics that may render such Crude Petroleum not readily transportable by the Carrier or that may materially affect the quality of other commodities transported by the Carrier or that may otherwise cause disadvantage to the Carrier.

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

(c) If the Carrier determines that a Shipper does not comply with the provisions of paragraph (a) of Rule 4 of this tariff, then such Shipper shall remove its Crude Petroleum from the facilities of the Carrier as directed by the Carrier.

(d) If a Shipper fails to remove its Crude Petroleum from the facilities of the Carrier in accordance with the provisions of paragraph (c) of Rule 4 of this tariff, then the Carrier shall have the right to remove and sell such Crude Petroleum in such lawful manner as deemed appropriate by the Carrier. The Carrier shall pay from the proceeds of such sale all costs incurred by the Carrier with respect to the storage, removal and sale of such Crude 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.

5. CHANGES IN QUALITY AND SEGREGATION

(a) The Carrier shall endeavor to deliver substantially the same type of Crude Petroleum as that received from a Shipper, however the Carrier shall not be obligated to make delivery of the identical Crude Petroleum received by the Carrier.

(b) If Crude Petroleum tendered to the Carrier is of a kind or quality that is not currently being transported by the Carrier, then the Carrier shall, at the request of the Shipper of such Crude Petroleum and subject to the operating conditions of the facilities of the Carrier, endeavor to segregate such Crude Petroleum during transportation by the Carrier. In such circumstances, the Shipper shall, at the request of the Carrier, make such Crude Petroleum available in such quantities and at such times as may be necessary to permit such segregated movements.

(c) Subject to paragraph (a) of Rule 12 of this tariff, the Carrier shall not be liable for any damage, loss or consequential loss resulting from a change in the density or other quality of a Shipper's Crude Petroleum as a result of the Carrier's transportation of such Crude Petroleum, including without limitation the mixing of Crude Petroleum with other Petroleum in the facilities of the Carrier.

RULES AND REGULATIONS

- 6. TENDERS AND QUANTITIES** (a) Tenders shall be submitted to the Carrier or Enbridge Pipelines (Saskatchewan) Inc., acting for the Carrier for such purpose, in accordance with the notice of shipment format prescribed by the Carrier no later than the time and date set out in the Carrier's monthly nomination schedule. The Carrier shall notify all shippers of the monthly nomination schedule applicable for the calendar year. Notice of any amendment to a monthly nomination date shall be provided by the Carrier to all shippers at minimum 24 hours in advance of the proposed change in nomination date. The Carrier may, subject to the availability of space and the operating conditions of the facilities of the Carrier, accept Tenders or revised Tenders after such time.
- (b) A Shipper shall, upon notice from the Carrier, provide written third party verification as required by the Carrier in support of such Shipper's Tender. The Carrier shall not be obligated to accept a Shipper's Crude Petroleum where such verification is, in the sole discretion of the Carrier, unacceptable to the Carrier.
- (c) The Carrier shall not be obligated to accept a Shipper's Crude Petroleum if the volume of such Crude Petroleum is less than the minimum volume or if the receipt flow rate at which such Crude Petroleum is received by the Carrier is less than or greater than the receipt flow rates specified from time to time by the Carrier for each Regular Receiving Point.
- (d) The Carrier shall not be obligated to make a delivery of a Shipper's Crude Petroleum of less than the minimum volume or at a delivery flow rate less than or greater than the delivery flow rates specified from time to time by the Carrier for each Regular Delivery Point.
- (e) A Shipper shall supply its share of Working Stock by types and volumes as determined from time to time by the Carrier.
-
- 7. APPLICATION OF RATES** (a) The Carrier shall charge a Shipper the Carrier's rate for the transportation of Crude Petroleum that is in effect on the earlier date of receipt of such Crude Petroleum by the Carrier, or Enbridge Pipelines Inc.
- (b) Pursuant to FERC 18 CFR 341.10, the existing rates between points named in the tariff will be applied to transportation movements from existing intermediate receiving points not named in the tariff to Regular Delivery Points, and from Regular Receiving Points to existing intermediate delivery points not named in the tariff.
-
- 8. PAYMENT OF RATES AND LIEN FOR UNPAID CHARGES** [N] (a) A Shipper shall pay all charges and costs as provided for in this tariff or otherwise lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum by the Carrier. The Shipper shall pay such charges and costs upon receipt of the Carrier's invoice respecting such charges and costs. If required by the Carrier, the Shipper shall pay such charges and costs before delivery, or before acceptance of a transfer, of the Shipper's Crude Petroleum by the Carrier.
- [N] (b) The Carrier shall have a general lien on all of a Shipper's Crude Petroleum that is in the possession of the Carrier to secure the payment of all charges and costs accruing or due relating to the transportation of the Shipper's Petroleum by the Carrier. The general lien provided herein shall be in addition to any lien or security interest otherwise provided by law or contract. The Carrier may withhold the Shipper's Crude Petroleum from delivery and may exercise any other rights and remedies provided at law or by contract, until all such charges and costs have been paid.
- (c) If charges for the transportation of a 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 any or all of such Shipper's Crude Petroleum that is in the possession of the Carrier in such lawful manner as deemed appropriate by the Carrier.
- (d) The Carrier shall pay from the proceeds of such sale all charges and costs accruing or due relating to the transportation of such Shipper's Petroleum by the Carrier and all costs incurred by the Carrier with respect to the storage, removal and sale of such Shipper's Crude 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.
- [N] (e) When required, the Carrier shall, with or without notice to the Shipper, appoint agent(s) to retain possession of the Shipper's Crude Petroleum on behalf of the Carrier for the purpose of enforcing the general lien described in this Rule. The Carrier hereby advises that it has appointed Enbridge Energy, Limited Partnership as one agent appointed to hold possession of the Shipper's Crude Petroleum for the purpose of enforcing its general lien.
-
- 9. MEASURING, TESTING AND DEDUCTIONS** (a) The Carrier shall gauge or meter, or cause to be gauged or metered, a Shipper's Crude Petroleum upon receipt and delivery by the Carrier. The Shipper or the designate of the Shipper may be present at such gauging or metering. If tank gauges are used, the volume of Crude Petroleum shall be computed from tank tables on a 100 percent volume basis. The Carrier shall have the right to enter the premises where Crude Petroleum is received or delivered by the Carrier and shall be granted access to all facilities for the purpose of gauging or metering and to make any examination, inspection, measurement or test as required by the Carrier to verify the accuracy of such facilities and the quality of such Shipper's Crude Petroleum.
- (b) The Carrier shall correct the density and volume of Crude Petroleum received and delivered by the Carrier from the actual temperature of such Crude Petroleum to 15 degrees Celsius by use of API 2540 Petroleum Measurement Standards or the latest revision to such Standards.
- (c) The Carrier shall correct the metered volume of Crude Petroleum for compressibility by the use of API Manual of Petroleum Measurement Standards, Chapters 11.2.1 M or 11.2.1 or the latest revision to such Chapters.
- (d) The Carrier shall determine the percentage of sediment and water in Crude Petroleum by the use of a centrifuge or other method agreed to by the Carrier and the Shipper. The Carrier shall deduct the amount of sediment and water from the corrected volume of such Crude Petroleum.
- (e) The Carrier shall, as deemed necessary by the Carrier, adjust the measured volume of Crude Petroleum for shrinkage in accordance with API Bulletin 2509 C or the latest revision to such Bulletin.
- (f) The Carrier shall, as deemed necessary by the Carrier, determine the kinematic viscosity of Crude Petroleum received by the Carrier in accordance with ASTM D 445 or the latest revision to such Standard or such other test as may be agreed to by the Carrier and the Shipper.
- (g) The results of all such gauging, metering and testing by the Carrier shall be final.
- [N] (h) The Carrier shall deduct, as allowance oil, 3/10 of 1 percent of the volume of Crude Petroleum delivered to the Shipper to cover losses inherent in the transportation of Crude Petroleum by the pipeline.
-
- 10. EVIDENCE OF RECEIPTS AND DELIVERIES** The Carrier shall evidence the receipt and delivery of Crude Petroleum by tickets showing the volume, type, temperature, density, sediment and water and any other data with respect to such Crude Petroleum as may be specified from time to time by the Carrier. Such tickets shall be signed by the Shipper, or the designate of the Shipper, and the Carrier.

RULES AND REGULATIONS

11. DELIVERY AND ACCEPTANCE

(a) A Shipper or the designate of the Shipper shall accept such Shipper's Crude Petroleum upon arrival at the designated Regular Delivery Point for such Crude Petroleum.

(b) If a Shipper fails to remove its Crude Petroleum from the facilities of the Carrier in accordance with the provisions of paragraph (a) of Rule 11 of this tariff, then the Carrier shall have the right to remove and sell such Crude Petroleum in such lawful manner as deemed appropriate by the Carrier. The Carrier shall pay from the proceeds of such sale all costs incurred by the Carrier with respect to the storage, removal and sale of such Crude 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.

12. LIABILITY OF THE CARRIER

(a) Except where caused by the direct negligence of the Carrier, the Carrier shall not be liable to a Shipper for any delay, damage, loss or consequential loss resulting from any cause while the Carrier is in possession or control of such Shipper's Crude Petroleum, including without limitation the breakdown of the facilities of the Carrier.

(b) If damage or loss to Petroleum results from any cause other than the direct negligence of the Carrier while the Carrier is in possession or control of such Petroleum, then the Carrier may apportion the cost of such damage or loss on a pro rata basis among all Shippers. Each Shipper's share of such cost shall be determined by the Carrier based on the proportion of the volume of the Shipper's Crude Petroleum in the possession of the Carrier on the date of such loss to the total volume of Petroleum in the possession of the Carrier on the date of such loss.

13. INDEMNIFICATION BY THE SHIPPER

A Shipper shall indemnify the Carrier for any damage, loss, costs or consequential loss incurred by the Carrier or any other party as a result of such Shipper's failure to comply with any provision of this tariff.

14. APPORTIONMENT

(a) If more Crude Petroleum is tendered than can be transported by the Carrier, then the Carrier shall apportion such tenders on a pro rata basis among all such Shippers on the basis of such current tenders and the current operating conditions of the facilities of the Carrier applicable to the transportation of Crude Petroleum.

(b) Where blending of Crude Petroleum can achieve an increase in the capacity of the facilities of the Carrier, such increase in capacity shall be apportioned on a pro rata basis first to Shippers tendering such blends with any remaining increase in capacity apportioned on a pro rata basis to all other tenders.

(c) If a Shipper fails, without reasonable cause in the judgment of the Carrier, to ship its apportioned volume of Crude Petroleum within the month of apportionment, then the Carrier shall limit the volume of Crude Petroleum accepted by the Carrier from such Shipper in each of the next three months in which apportionment of Crude Petroleum occurs to not more than the volume of Crude Petroleum received by the Carrier from such Shipper in the month of non-performance.

15. REQUESTED CHANGE BY THE SHIPPER

(a) Subject to the operating conditions of the facilities of the Carrier, the Carrier may, upon the written request of a Shipper, allow a Shipper to change:

(i) the designated Regular Receiving Point for its Crude Petroleum; (ii) the designated volume and type of its Crude Petroleum to be received at a designated Regular Receiving Point; (iii) the designated Regular

Delivery Point for its Crude Petroleum; (iv) the designated volume and type of its Crude Petroleum to be delivered to a designated Regular Delivery Point; and (v) the party designated to take delivery of its Crude Petroleum.

(b) The Carrier may allow a Shipper to transfer, in such a manner as may be specified by the Carrier from time to time, such Shipper's rights and obligations under this tariff respecting its Crude Petroleum to another Shipper.

[N] (c) A transfer of a Shipper's rights and obligations under Rule 15(b) of this tariff respecting its Crude Petroleum will not be binding or effective on the Carrier until the Carrier has provided a notice of acceptance to the transferor and transferee. The Carrier will not provide a notice of acceptance of a transfer until such time as the transferee has satisfied the Carrier of its capacity to undertake the transferor's obligations and has provided any Financial Assurances requested by the Carrier in accordance with Rule 18 of this tariff.

16. ADVERSE CLAIMS AGAINST CRUDE PETROLEUM

(a) A Shipper shall not Tender or deliver to the Carrier Crude Petroleum which is involved in litigation, the ownership of which may be in dispute or which is encumbered by a lien or charge of any kind unless the Shipper provides written notification to the Carrier of such litigation, dispute, lien or charge not less than 20 days before such Tender is made to the Carrier.

(b) The Carrier shall not be obligated to accept Crude Petroleum that is involved in litigation, the ownership of which may be in dispute or which is encumbered by a lien or charge of any kind.

(c) A Shipper shall advise the Carrier in writing if, at any time while the Shipper's Crude Petroleum is in the possession of the Carrier, such Crude Petroleum becomes involved in litigation, the ownership of such Crude Petroleum becomes in dispute or such Crude Petroleum becomes encumbered by a lien or charge of any kind.

(d) A Shipper shall, upon demand from the Carrier, provide a bond or other form of indemnity satisfactory to the Carrier protecting the Carrier against any liability or loss that may arise as a result of such Shipper's Crude Petroleum that is involved in litigation, the ownership of which may be in dispute or which is encumbered by a lien or charge of any kind.

17. CLAIMS, SUITS AND TIME FOR FILING

(a) A Shipper shall advise the Carrier in writing of any claim for delay, damage or loss resulting from the transportation of such Shipper's Crude Petroleum by the Carrier within nine months of delivery of such Crude Petroleum by the Carrier or, in the case of a failure to make delivery, then within nine months after a reasonable time for delivery has elapsed.

(b) A Shipper shall institute any action arising out of any claim against the Carrier within two years from the date that written notice is given by the Carrier to such Shipper that the Carrier has disallowed such claim or any part of such claim.

(c) If a Shipper fails to comply with the provisions of paragraph (a) or paragraph (b) of Rule 17 of this tariff, then such Shipper waives all rights it has to bring an action against the Carrier with respect to such claim.

RULES AND REGULATIONS

[N] 18. FINANCIAL ASSURANCES

(a) At any time, upon the request of the Carrier, any prospective or existing Shipper shall provide information to the Carrier that will allow the Carrier to determine the prospective or existing Shipper's capacity to perform any financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the

terms of this tariff, including the payment of transportation charges, equalization obligations and the value of the allowance oil and negative Shipper's balance positions. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to provide the requested information to the Carrier within ten (10) days of the Carrier's written request, or if the Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform any financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the terms of this tariff, including the payment of transportation charges, equalization obligations and the reasonably determined value of the allowance oil and negative Shipper's balance positions.

(b) Subject to the provisions of Rule 18(c), the Carrier, upon notice to the Shipper, may only require one or more of the following Financial Assurances for the payment of all charges and costs as provided for in this tariff, or otherwise lawfully due to the Carrier, to be provided at the expense of the Shipper:

(i) prepayment; (ii) a letter of credit in favour of Carrier in an amount sufficient to ensure payment of all costs and charges that could reasonably accrue due to the Carrier, in a form and from an institution acceptable to Carrier; (iii) a guaranty in an amount sufficient to ensure payment of all such costs and charges that could reasonably accrue due to the Carrier, in a form and from a third party acceptable to Carrier; or (iv) such other enforceable collateral security, including but not limited to security agreements over assets of the Shipper, in a form acceptable to the Carrier ("the Financial Assurances").

(c) In the event that the Carrier reasonably determines that:

(i) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory; (ii) any Financial Assurances previously provided by a Shipper no longer provide adequate security for the performance of the Shipper's obligations that could arise from the transportation of its Crude Petroleum under the terms of this tariff; or (iii) the Carrier otherwise determines that it is necessary to obtain Financial Assurances from the Shipper, then the Shipper shall provide Financial Assurances for the payment of the charges and costs as provided for in this tariff or otherwise lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum by the Carrier. For the purpose of this tariff, and without limiting the generality of the charges and costs lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum, those charges and costs shall include transportation charges, equalization obligations, negative Shipper's balance positions and the allowance oil. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to deliver the Financial Assurances to Carrier within ten (10) days of Shipper's receipt of Carrier's written request for such Financial Assurances.

Symbols:

[N] – New

[N] – New. The underlined [N] symbol denotes that only the underlined portion is new.

[W] – Wording. Denotes changes in wording from F.E.R.C. No. 10 which result in neither an increase nor decrease in rates.

ORIGINAL

**VanNess
Feldman**
ATTORNEYS AT LAW

FILED
OFFICE OF THE
SECRETARY

2006 NOV 24 P 4: 40

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November 21, 2006

OIL PIPELINE TARIFF FILING

The Honorable Magalie R. Salas
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Dear Secretary Salas:

ES07-40-000

In compliance with the Interstate Commerce Act (ICA), 49 U.S.C. § 1 *et seq.*, and the Rules and Regulations of the Federal Energy Regulatory Commission (Commission), 18 C.F.R. Part 341, Butte Pipe Line Company (Butte) hereby submits the following Supplements, issued on November 21, 2006, and December 1, 2006, upon 9 days' notice:

Supplement No. 16 to F.E.R.C. Nos. 549 and 550

Supplement No. 14 to F.E.R.C. No. 551

Supplement No. 17 to F.E.R.C. No. 552

Explanation of Tariff Filing

The tariff supplements are filed in compliance with 18 C.F.R. § 341.4 (2006).

The tariff supplements are being filed to add an additional item to the rules and regulations governing the transportation of crude petroleum by pipeline. At the request of shippers, Butte is adding Item No. 85 in these supplements that will govern intrasystem transfers. Transferors who do not pay Carrier transportation charges or are not listed as the last consignee for the particular movement, including the transfer, will be charged one cent per bbl. Item No. 85 also provides for liability for any loss or damage, as well as requiring a written confirmation for any verbal transfers.

Pursuant to 18 C.F.R. § 342.2(b), Butte is attaching a sworn affidavit attesting that the charge described was agreed to by a non-affiliated shipper who intends to use the services.

Request for Special Permission to File on Shortened Notice Pursuant to Section 6(3) of the Interstate Commerce Act and 18 C.F.R. § 341.14

Butte requests permission, pursuant to Section 6(3) of the ICA, 49 U.S.C. § 10762, and Rule 341.14 of the Commission's Rules and Regulations, 18 C.F.R. § 341.14 (2006), for waiver of the notice requirement. The supplements are being filed with an effective date of December 1, 2006, upon 9 days' notice. Butte requests that the Commission make these filings effective on less than 30 days' notice in order to allow Butte to offer these shipper-requested services to their customers as soon as possible. In addition, allowing an effective date of December 1, 2006, instead of the middle of the month, will ease the accounting transition for the companies.

Butte Pipeline Company understands the tariff and supplements are conditionally accepted subject to refund pending a 30 day review period.

Certification

I hereby certify that Butte Pipe Line Company has, on or before this date, delivered copies of the above referenced tariffs to each person on the subscriber list pertaining to the referenced tariffs of Butte Pipe Line Company by U.S. postal service (First Class Mail) or by other means agreed upon.

Please date stamp the enclosed extra three copies of this transmittal letter and the accompanying tariff and return it to the messenger.

Pursuant to 18 C.F.R. § 343.3 of the Commission's Rules and Regulations, it is requested that any protest to this tariff be sent via facsimile to Robert Stamp at (307) 237-3164. Should you have any questions, please contact me at the address or telephone number listed above.

Respectfully submitted,



Mona Tandon
Attorney for Butte Pipe Line Company

CC: Mr. Dave Ulevich

**Supplement No. 16 to F.E.R.C. No. 549
Cancels Supplement No. 15 to F.E.R.C. No. 549**

BUTTE PIPE LINE COMPANY

PROPORTIONAL TARIFF

THE RATES AND CHARGES NAMED IN THIS TARIFF ARE FOR THE
TRANSPORTATION AND DELIVERY OF
PETROLEUM

*List of Points from and to which Rates Apply and
Rates on Petroleum in Cents per Barrel of 42 U.S. Gallons*

FILED
 OFFICE OF THE
 SECRETARY
 2006 NOV 24 P 10:50
 FEDERAL ENERGY
 REGULATORY COMMISSION

ROUTE NO.	From Montana Points	TO	Through Rate to Established Destination
01	Baker, Fallon County (Note 1)	Mush Creek Junction Weston County, WY	[U] 48.03
01	Cabin Creek, Fallon County		
01	Little Beaver, Fallon County		
01	Pennel, Fallon County		
01	Pine, Wibuax County		
02	Alzada, Carter County (Note 1)		[U] 36.31

Note [1]: Subject to the provisions of Item No. 21, a charge of [U] 10.61 cents/bbl will be levied, in addition to any line-haul rate and other applicable charges stated in the tariff, for the transportation of a Light Sweet, or L.S, stream as a segregated batch.

Filed in compliance with 18 C.F.R. § 341.4 (2006).

Issued on 9 days' notice under the authority of 18 C.F.R. § 341.14. This tariff is conditionally accepted subject to refund pending a 30-day review period.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: November 21, 2006 **EFFECTIVE: December 1, 2006**

Issued By:
 H.A. True, III, President
 Butte Pipe Line Company
 P. O. Box 2360
 Casper, WY 82602

Compiled By:
 Robert Stamp
 Butte Pipe Line Company
 P. O. Box 2360
 Casper, WY 82602
 307-237-9301

ITEM NO.	SUBJECT	RULES AND REGULATIONS
21 [R12]	Light Sweet Segregation	Carrier will transport, in a batch mode, an additional common stream, designated the "Light Sweet" stream, or "LS," which shall have no more than .20% Sulfur by weight and no less than 36° API gravity when tendered for transportation at Carrier's Baker and Alzada Stations. Carrier shall receive, transport and deliver such LS separately from its other streams, for which service Carrier shall charge an amount as stated in the applicable tariff. This charge will be in addition to the line-haul transportation rate and any other applicable charges stated in the tariff. Carrier shall transport such a segregated batch provided that: (1) Carrier will not be liable to Shipper or Consignee for change in the quality of such grade of Crude Petroleum while it is in transit; and (2) the interface generated between such batches shall be divided equitably between those shipments that precede and follow the interface.
19 [R9]	Line Fill Requirement	Carrier will require each shipper to supply a pro rata share of Petroleum for line fill and tankage necessary for the efficient operation of Carrier's system. Such line fill Petroleum may be withdrawn from Carrier's system only after ninety (90) days and subsequent to: (1) Shipper having ceased tendering shipments and notified Carrier in writing that it would no longer tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; and (3) Shipper having paid Carrier for all services.
25A [R10]	Minimum Tender, Shipments	Tenders for the transportation of any kind of mixture of such petroleum for which the Carrier has facilities for segregating will be accepted under this tariff in quantities of not less than ten thousand (10,000) barrels from one shipper consigned to one consignee and destination. If Carrier's facilities and operating conditions permit, petroleum in lots of less than ten thousand (10,000) barrels will be received for trunk line transportation within a 60-day period. The Carrier will not be obliged to forward petroleum so tendered until it has received from one or more shippers, to be delivered at a single destination, a sufficient quantity of petroleum of the same quality or different qualities to be commingled - provided that the shippers agree to said commingling, to permit handling as a segregated movement through Carrier's existing facilities.
26A [R15]	Prorationing	<p>When more petroleum is tendered for transportation in a month on a line segment than Carrier can transport, Carrier shall apportion its capacity by allocating space in such line segment in the following manner:</p> <p>(1) Existing Shippers: The percentage of pipeline capacity to be allocated to each Existing Shipper will be calculated by using data from the immediately preceding three months and dividing the sum of the shipments made for the account of each Existing Shipper on such line segment in the immediately preceding three months by the total shipments made for all Shippers on such line segment during the immediately preceding three months. The resulting percentages will then be applied to the line segment to determine the capacity allocation for each Existing Shipper. Each Existing Shipper will receive the lesser of its actual nomination or its allocation resulting from the above calculation. In the event that the above calculation results in any Shipper being allocated more capacity than its actual nomination, the excess of the calculated allocation over the Shipper's actual nomination will be reallocated per capita among all other New Shippers and Existing Shippers whose nominations would not be fulfilled through the allocations calculated in Paragraphs (1) and (2) of this Item. Allocations for Existing Shippers will be subject to pro rata reduction on the basis of the percentages calculated in this Paragraph (1), if required, to accommodate New Shippers.</p> <p>(2) New Shippers: Up to two and one-half percent (2.5%) of available capacity on a line segment will be allocated to each New Shipper, subject to a cap of ten percent (10%) of available capacity for all New Shippers. During periods of prorationing, New Shippers will be allocated pipeline capacity as follows:</p> <p>If less than four (4) New Shippers have submitted nominations for the affected line segment, each New Shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or its nominated volume. In the event that more than four (4) New Shippers have submitted nominations for the affected line segment, the nominated volumes for each New Shipper shall be totaled and divided into ten</p>

		<p>percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper's Proration Factor. Each New Shipper will be allocated pipeline segment capacity equal to the lesser of:</p> <ul style="list-style-type: none"> (a) 2.5% of available capacity, or (b) its nominated volumes, or (c) its nominated volumes multiplied by the initial New Shipper Proration Factor. <p>Any remaining pipeline segment capacity, subject to the maximum cap of ten percent of all available capacity, as outlined above, will be allocated equally among the New Shippers whose nominations were not fulfilled under the allocations calculated in Paragraph (2).</p> <p>(3) For purposes of Carrier's prorationing policies, the following definitions will be applicable:</p> <p>"Existing Shipper" – A shipper that has tendered petroleum or petroleum products for transportation on a specific line segment consecutively for the immediately preceding three months.</p> <p>"New Shippers" – A shipper that tenders petroleum or petroleum products for transportation on a specific line segment that does not qualify as an Existing Shipper, as defined in this Item, Paragraph (3) above.</p> <p>NOTE: The rules in this Item No. 26A will expire on September 30, 2007; thereafter refer to Item No. 27, Prorationing.</p>
<p>27 [R15]</p>	<p>Prorationing</p>	<p>When more petroleum is tendered for transportation in a month on a line segment than Carrier can transport, Carrier shall apportion its capacity by allocating space in such line segment in the following manner:</p> <p>(1) Existing Shippers: The percentage of pipeline capacity to be allocated to each Existing Shipper will be calculated by using data from the Base Period and dividing the sum of the shipments made for the account of each Existing Shipper on such line segment in the Base Period by the total shipments made for all Shippers on such line segment during the Base Period. The resulting percentages will then be applied to the line segment to determine the capacity allocation for each Existing Shipper. Each Existing Shipper will receive the lesser of its actual nomination or its allocation resulting from the above calculation. In the event that the above calculation results in any Shipper being allocated more capacity than its actual nomination, the excess of the calculated allocation over the Shipper's actual nomination will be reallocated per capita among all other New Shippers and Existing Shippers whose nominations would not be fulfilled through the allocations calculated in Paragraphs (1) and (2) of this Item. The Carrier will repeat this reallocation process until all of the available capacity has been allocated. Allocations for Existing Shippers will be subject to pro rata reduction on the basis of the percentages calculated in this Paragraph (1), if required, to accommodate New Shippers.</p> <p>(2) New Shippers: Up to two and one-half percent (2.5%) of available capacity on a line segment will be allocated to each New Shipper, subject to a cap of ten percent (10%) of available capacity for all New Shippers. During periods of prorationing, New Shippers will be allocated pipeline capacity as follows:</p> <p>If less than four (4) New Shippers have submitted nominations for the affected line segment, each New Shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or its nominated volume. In the event that more than four (4) New Shippers have submitted nominations for the affected line segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper's Proration Factor. Each New Shipper will be allocated pipeline segment capacity equal to the lesser of:</p> <ul style="list-style-type: none"> (a) 2.5% of available capacity, or (b) its nominated volumes, or

		<p>(c) its nominated volumes multiplied by the initial New Shipper Proration Factor.</p> <p>Any remaining pipeline segment capacity, subject to the maximum cap of ten percent of all available capacity, as outlined above, will be allocated equally among the New Shippers whose nominations were not fulfilled under the allocations calculated in Paragraph (2).</p> <p>(3) For purposes of Carrier's prorationing policies, the following definitions will be applicable:</p> <p>"Base Period" – The "Base Period" is a period of 12 months beginning 14 months prior to the month of allocation and excluding the month preceding the month of allocation.</p> <p>"Existing Shipper" – A shipper that has tendered petroleum or petroleum products for transportation on a specific line segment during the entirety of the Base Period.</p> <p>"New Shippers" – A shipper that tenders petroleum or petroleum products for transportation on a specific line segment that does not qualify as an Existing Shipper, as defined in this Item, Paragraph (3) above.</p> <p>NOTE: The calculation of the Base Period under this Item will begin on October 1, 2006. However, shippers will not be prorated pursuant to this Item until October 1, 2007. If the pipeline is prorated prior to October 1, 2007, shippers will be prorated pursuant to the provisions of Item No. 26A, supplements and reissues thereof.</p>
<p>[N] 85</p>	<p><u>Intrasystem Transfers</u></p>	<p><u>One (1) Cent per bbl will be charged for intrasystem transfers to the Transferors involved in intrasystem transfers who do not pay Carrier transportation charges or are not listed as the last consignee for the particular movement including the transfer(s).</u></p> <p><u>In any such transfer, Carrier shall not be liable for any loss or damage in connection therewith, except for the negligence of the Carrier. Any verbal transfer shall be confirmed in writing within five (5) days by Transferee and Transferor, who shall specify the quantity, type, grade and location of the Petroleum transferred. All deliveries shall be made to and for the account of the last consignee.</u></p>

EXPLANATION OF REFERENCE MARKS:

- [U] Unchanged.
- [N] New. (Applies to underlined portions only.)
- [R9] Reissued from Supplement No. 9 to F.E.R.C. No. 549, effective January 1, 2005.
- [R10] Reissued from Supplement No. 10 to F.E.R.C. No. 549, effective March 1, 2005.
- [R12] Reissued from Supplement No. 12 to F.E.R.C. No. 549, effective August 1, 2005.
- [R15] Reissued from Supplement No. 15 to F.E.R.C. No. 549, effective October 1, 2006.

**Supplement No. 16 to F.E.R.C. No. 550
Cancels Supplement No. 15 to F.E.R.C. No. 550**

BUTTE PIPE LINE COMPANY

LOCAL TARIFF

THE RATES AND CHARGES NAMED IN THIS TARIFF ARE FOR THE
TRANSPORTATION AND DELIVERY OF
PETROLEUM

List of Points from and to which Rates Apply and
Rates on Petroleum in Cents per Barrel of 42 U.S. Gallons

ROUTE NO.	From Montana Points	TO	Through Rate to Established Destination
01	Baker, Fallon County (Note 1)	Osage Station Weston County, WY	[U] 44.18
01	Cabin Creek, Fallon County		
01	Little Beaver, Fallon County		
01	Pennel, Fallon County		
01	Pine, Wibuax County		
02	Alzada, Carter County (Note 1)		[U] 33.36

Note [1]: Subject to the provisions of Item No. 21, a charge of [U] 10.61 cents/bbl will be levied, in addition to any line-haul rate and other applicable charges stated in the tariff, for the transportation of a Light Sweet, or LS, stream as a segregated batch.

Filed in compliance with 18 C.F.R. § 341.4 (2006).

Issued on 9 days' notice under the authority of 18 C.F.R. § 341.14. This tariff is conditionally accepted subject to refund pending a 30-day review period.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: November 21, 2006 **EFFECTIVE: December 1, 2006**

Issued By:
H.A. True, III, President
Butte Pipe Line Company
P. O. Box 2360
Casper, WY 82602

Compiled By:
Robert Stamp
Butte Pipe Line Company
P. O. Box 2360
Casper, WY 82602
307-237-9301

FILED
 OFFICE OF THE
 SECRETARY
 NOV 24 4 41
 FEDERAL ENERGY
 REGULATORY COMMISSION

ITEM NO.	SUBJECT	RULES AND REGULATIONS
21 [R12]	Light Sweet Segregation	Carrier will transport, in a batch mode, an additional common stream, designated the "Light Sweet" stream, or "LS," which shall have no more than .20% Sulfur by weight and no less than 36° API gravity when tendered for transportation at Carrier's Baker and Alzada Stations. Carrier shall receive, transport and deliver such LS separately from its other streams, for which service Carrier shall charge an amount as stated in the applicable tariff. This charge will be in addition to the line-haul transportation rate and any other applicable charges stated in the tariff. Carrier shall transport such a segregated batch provided that: (1) Carrier will not be liable to Shipper or Consignee for change in the quality of such grade of Crude Petroleum while it is in transit; and (2) the interface generated between such batches shall be divided equitably between those shipments that precede and follow the interface.
19 [R9]	Line Fill Requirement	Carrier will require each shipper to supply a pro rata share of Petroleum for line fill and tankage necessary for the efficient operation of Carrier's system. Such line fill Petroleum may be withdrawn from Carrier's system only after ninety (90) days and subsequent to: (1) Shipper having ceased tendering shipments and notified Carrier in writing that it would no longer tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; and (3) Shipper having paid Carrier for all services.
25A [R10]	Minimum Tender, Shipments	Tenders for the transportation of any kind of mixture of such petroleum for which the Carrier has facilities for segregating will be accepted under this tariff in quantities of not less than ten thousand (10,000) barrels from one shipper consigned to one consignee and destination. If Carrier's facilities and operating conditions permit, petroleum in lots of less than ten thousand (10,000) barrels will be received for trunk line transportation within a 60-day period. The Carrier will not be obliged to forward petroleum so tendered until it has received from one or more shippers, to be delivered at a single destination, a sufficient quantity of petroleum of the same quality or different qualities to be commingled - provided that the shippers agree to said commingling, to permit handling as a segregated movement through Carrier's existing facilities.
26A [R15]	Prorationing	<p>When more petroleum is tendered for transportation in a month on a line segment than Carrier can transport, Carrier shall apportion its capacity by allocating space in such line segment in the following manner:</p> <p>(1) Existing Shippers: The percentage of pipeline capacity to be allocated to each Existing Shipper will be calculated by using data from the immediately preceding three months and dividing the sum of the shipments made for the account of each Existing Shipper on such line segment in the immediately preceding three months by the total shipments made for all Shippers on such line segment during the immediately preceding three months. The resulting percentages will then be applied to the line segment to determine the capacity allocation for each Existing Shipper. Each Existing Shipper will receive the lesser of its actual nomination or its allocation resulting from the above calculation. In the event that the above calculation results in any Shipper being allocated more capacity than its actual nomination, the excess of the calculated allocation over the Shipper's actual nomination will be reallocated per capita among all other New Shippers and Existing Shippers whose nominations would not be fulfilled through the allocations calculated in Paragraphs (1) and (2) of this Item. Allocations for Existing Shippers will be subject to pro rata reduction on the basis of the percentages calculated in this Paragraph (1), if required, to accommodate New Shippers.</p> <p>(2) New Shippers: Up to two and one-half percent (2.5%) of available capacity on a line segment will be allocated to each New Shipper, subject to a cap of ten percent (10%) of available capacity for all New Shippers. During periods of prorationing, New Shippers will be allocated pipeline capacity as follows:</p> <p>If less than four (4) New Shippers have submitted nominations for the affected line segment, each New Shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or its nominated volume. In the event that more than four (4) New Shippers have submitted nominations for the affected line segment, the nominated volumes for each New Shipper shall be totaled and divided into ten</p>

		<p>percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper's Proration Factor. Each New Shipper will be allocated pipeline segment capacity equal to the lesser of:</p> <ul style="list-style-type: none"> (a) 2.5% of available capacity, or (b) its nominated volumes, or (c) its nominated volumes multiplied by the initial New Shipper Proration Factor. <p>Any remaining pipeline segment capacity, subject to the maximum cap of ten percent of all available capacity, as outlined above, will be allocated equally among the New Shippers whose nominations were not fulfilled under the allocations calculated in Paragraph (2).</p> <p>(3) For purposes of Carrier's prorationing policies, the following definitions will be applicable:</p> <p>"Existing Shipper" – A shipper that has tendered petroleum or petroleum products for transportation on a specific line segment consecutively for the immediately preceding three months.</p> <p>"New Shippers" – A shipper that tenders petroleum or petroleum products for transportation on a specific line segment that does not qualify as an Existing Shipper, as defined in this Item, Paragraph (3) above.</p> <p>NOTE: The rules in this Item No. 26A will expire on September 30, 2007; thereafter refer to Item No. 27, Prorationing.</p>
<p>27 [R15]</p>	<p>Prorationing</p>	<p>When more petroleum is tendered for transportation in a month on a line segment than Carrier can transport, Carrier shall apportion its capacity by allocating space in such line segment in the following manner:</p> <p>(1) Existing Shippers: The percentage of pipeline capacity to be allocated to each Existing Shipper will be calculated by using data from the Base Period and dividing the sum of the shipments made for the account of each Existing Shipper on such line segment in the Base Period by the total shipments made for all Shippers on such line segment during the Base Period. The resulting percentages will then be applied to the line segment to determine the capacity allocation for each Existing Shipper. Each Existing Shipper will receive the lesser of its actual nomination or its allocation resulting from the above calculation. In the event that the above calculation results in any Shipper being allocated more capacity than its actual nomination, the excess of the calculated allocation over the Shipper's actual nomination will be reallocated per capita among all other New Shippers and Existing Shippers whose nominations would not be fulfilled through the allocations calculated in Paragraphs (1) and (2) of this Item. The Carrier will repeat this reallocation process until all of the available capacity has been allocated. Allocations for Existing Shippers will be subject to pro rata reduction on the basis of the percentages calculated in this Paragraph (1), if required, to accommodate New Shippers.</p> <p>(2) New Shippers: Up to two and one-half percent (2.5%) of available capacity on a line segment will be allocated to each New Shipper, subject to a cap of ten percent (10%) of available capacity for all New Shippers. During periods of prorationing, New Shippers will be allocated pipeline capacity as follows:</p> <p>If less than four (4) New Shippers have submitted nominations for the affected line segment, each New Shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or its nominated volume. In the event that more than four (4) New Shippers have submitted nominations for the affected line segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper's Proration Factor. Each New Shipper will be allocated pipeline segment capacity equal to the lesser of:</p> <ul style="list-style-type: none"> (a) 2.5% of available capacity, or

		<p>(b) its nominated volumes, or (c) its nominated volumes multiplied by the initial New Shipper Proration Factor.</p> <p>Any remaining pipeline segment capacity, subject to the maximum cap of ten percent of all available capacity, as outlined above, will be allocated equally among the New Shippers whose nominations were not fulfilled under the allocations calculated in Paragraph (2).</p> <p>(3) For purposes of Carrier's prorationing policies, the following definitions will be applicable:</p> <p>"Base Period" – The "Base Period" is a period of 12 months beginning 14 months prior to the month of allocation and excluding the month preceding the month of allocation.</p> <p>"Existing Shipper" – A shipper that has tendered petroleum or petroleum products for transportation on a specific line segment during the entirety of the Base Period.</p> <p>"New Shippers" – A shipper that tenders petroleum or petroleum products for transportation on a specific line segment that does not qualify as an Existing Shipper, as defined in this Item, Paragraph (3) above.</p> <p>NOTE: The calculation of the Base Period under this Item will begin on October 1, 2006. However, shippers will not be prorated pursuant to this Item until October 1, 2007. If the pipeline is prorated prior to October 1, 2007, shippers will be prorated pursuant to the provisions of Item No. 26A, supplements and reissues thereof.</p>
<p>[N] 85</p>	<p><u>Intrasystem Transfers</u></p>	<p><u>One (1) Cent per bbl will be charged for intrasystem transfers to the Transferors involved in intrasystem transfers who do not pay Carrier transportation charges or are not listed as the last consignee for the particular movement including the transfer(s).</u></p> <p><u>In any such transfer, Carrier shall not be liable for any loss or damage in connection therewith, except for the negligence of the Carrier. Any verbal transfer shall be confirmed in writing within five (5) days by Transferee and Transferor, who shall specify the quantity, type, grade and location of the Petroleum transferred. All deliveries shall be made to and for the account of the last consignee.</u></p>

EXPLANATION OF REFERENCE MARKS:

- [U] Unchanged.
- [N] New. (Applies to underlined portions only.)
- [R9] Reissued from Supplement No. 9 to F.E.R.C. No. 550, effective January 1, 2005.
- [R10] Reissued from Supplement No. 10 to F.E.R.C. No. 550, effective March 1, 2005.
- [R12] Reissued from Supplement No. 12 to F.E.R.C. No. 550, effective August 1, 2005.
- [R15] Reissued from Supplement No. 15 to F.E.R.C. No. 550, effective October 1, 2006.

**Supplement No. 14 to F.E.R.C. No. 551
Cancels Supplement No. 13 to F.E.R.C. 551**

BUTTE PIPE LINE COMPANY

PROPORTIONAL TARIFF

THE RATES AND CHARGES NAMED IN THIS TARIFF ARE FOR THE
TRANSPORTATION AND DELIVERY OF
CRUDE PETROLEUM

List of Points from and to which Rates Apply and
Rates on Petroleum in Cents per Barrel of 42 U.S. Gallons

ROUTE NO.	From Montana Point	TO	Through Rate to Established Destination
01	# Baker, Fallon County	Alzada Station Carter County, MT	[U] 27.45

GATHERING SERVICE: No gathering service will be performed under this tariff, and the rate named herein is for trunk line transportation only.

Filed in compliance with 18 C.F.R. § 341.4 (2006).

Issued on 9 days' notice under the authority of 18 C.F.R. § 341.14. This tariff is conditionally accepted subject to refund pending a 30-day review period.

The provisions published herein will, if effective, not result in an effect on the quality of human environment.

FILED
 OFFICE OF THE
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 2006 NOV 28 P 4:41
 FEDERAL ENERGY
 REGULATORY COMMISSION

ISSUED: November 21, 2006

EFFECTIVE: December 1, 2006

Issued By:
H.A. True, III, President
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P. O. Box 2360
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Compiled By:
Robert Stamp
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P. O. Box 2360
Casper, WY 82602
307-237-9301

ITEM NO.	SUBJECT	RULES AND REGULATIONS
19 [R9]	Line Fill Requirement	Carrier will require each shipper to supply a pro rata share of Petroleum for line fill and tankage necessary for the efficient operation of Carrier's system. Such line fill Petroleum may be withdrawn from Carrier's system only after ninety (90) days and subsequent to: (1) Shipper having ceased tendering shipments and notified Carrier in writing that it would no longer tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; and (3) Shipper having paid Carrier for all services.
25A [R9]	Minimum Tender, Shipments	Tenders for the transportation of any kind of mixture of such petroleum for which the Carrier has facilities for segregating will be accepted under this tariff in quantities of not less than ten thousand (10,000) barrels from one shipper consigned to one consignee and destination. If Carrier's facilities and operating conditions permit, petroleum in lots of less than ten thousand (10,000) barrels will be received for trunk line transportation within a 60-day period. The Carrier will not be obliged to forward petroleum so tendered until it has received from one or more shippers, to be delivered at a single destination, a sufficient quantity of petroleum of the same quality or different qualities to be commingled – provided that the shippers agree to said commingling, to permit handling as a segregated movement through Carrier's existing facilities.
26A [R13]	Prorationing	<p>When more petroleum is tendered for transportation in a month on a line segment than Carrier can transport, Carrier shall apportion its capacity by allocating space in such line segment in the following manner:</p> <p>(1) Existing Shippers: The percentage of pipeline capacity to be allocated to each Existing Shipper will be calculated by using data from the immediately preceding three months and dividing the sum of the shipments made for the account of each Existing Shipper on such line segment in the immediately preceding three months by the total shipments made for all Shippers on such line segment during the immediately preceding three months. The resulting percentages will then be applied to the line segment to determine the capacity allocation for each Existing Shipper. Each Existing Shipper will receive the lesser of its actual nomination or its allocation resulting from the above calculation. In the event that the above calculation results in any Shipper being allocated more capacity than its actual nomination, the excess of the calculated allocation over the Shipper's actual nomination will be reallocated per capita among all other New Shippers and Existing Shippers whose nominations would not be fulfilled through the allocations calculated in Paragraphs (1) and (2) of this Item. Allocations for Existing Shippers will be subject to pro rata reduction on the basis of the percentages calculated in this Paragraph (1), if required, to accommodate New Shippers.</p> <p>(2) New Shippers: Up to two and one-half percent (2.5%) of available capacity on a line segment will be allocated to each New Shipper, subject to a cap of ten percent (10%) of available capacity for all New Shippers. During periods of prorationing, New Shippers will be allocated pipeline capacity as follows:</p> <p>If less than four (4) New Shippers have submitted nominations for the affected line segment, each New Shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or its nominated volume. In the event that more than four (4) New Shippers have submitted nominations for the affected line segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper's Proration Factor. Each New Shipper will be allocated pipeline segment capacity equal to the lesser of:</p> <ul style="list-style-type: none"> (a) 2.5% of available capacity, or (b) its nominated volumes, or (c) its nominated volumes multiplied by the initial New Shipper Proration Factor. <p>Any remaining pipeline segment capacity, subject to the maximum cap of ten percent of all available capacity, as outlined above, will be allocated equally among the New</p>

		<p>Shippers whose nominations were not fulfilled under the allocations calculated in Paragraph (2).</p> <p>(3) For purposes of Carrier's prorationing policies, the following definitions will be applicable:</p> <p>"Existing Shipper" – A shipper that has tendered petroleum or petroleum products for transportation on a specific line segment consecutively for the immediately preceding three months.</p> <p>"New Shippers" – A shipper that tenders petroleum or petroleum products for transportation on a specific line segment that does not qualify as an Existing Shipper, as defined in this Item, Paragraph (3) above.</p> <p>NOTE: The rules in this Item No. 26A will expire on September 30, 2007; thereafter refer to Item No. 27. Prorationing.</p>
<p>27 [R13]</p>	<p>Prorationing</p>	<p>When more petroleum is tendered for transportation in a month on a line segment than Carrier can transport, Carrier shall apportion its capacity by allocating space in such line segment in the following manner:</p> <p>(1) Existing Shippers: The percentage of pipeline capacity to be allocated to each Existing Shipper will be calculated by using data from the Base Period and dividing the sum of the shipments made for the account of each Existing Shipper on such line segment in the Base Period by the total shipments made for all Shippers on such line segment during the Base Period. The resulting percentages will then be applied to the line segment to determine the capacity allocation for each Existing Shipper. Each Existing Shipper will receive the lesser of its actual nomination or its allocation resulting from the above calculation. In the event that the above calculation results in any Shipper being allocated more capacity than its actual nomination, the excess of the calculated allocation over the Shipper's actual nomination will be reallocated per capita among all other New Shippers and Existing Shippers whose nominations would not be fulfilled through the allocations calculated in Paragraphs (1) and (2) of this Item. The Carrier will repeat this reallocation process until all of the available capacity has been allocated. Allocations for Existing Shippers will be subject to pro rata reduction on the basis of the percentages calculated in this Paragraph (1), if required, to accommodate New Shippers.</p> <p>(2) New Shippers: Up to two and one-half percent (2.5%) of available capacity on a line segment will be allocated to each New Shipper, subject to a cap of ten percent (10%) of available capacity for all New Shippers. During periods of prorationing, New Shippers will be allocated pipeline capacity as follows:</p> <p>If less than four (4) New Shippers have submitted nominations for the affected line segment, each New Shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or its nominated volume. In the event that more than four (4) New Shippers have submitted nominations for the affected line segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper's Proration Factor. Each New Shipper will be allocated pipeline segment capacity equal to the lesser of:</p> <p>(a) 2.5% of available capacity, or (b) its nominated volumes, or (c) its nominated volumes multiplied by the initial New Shipper Proration Factor.</p> <p>Any remaining pipeline segment capacity, subject to the maximum cap of ten percent of all available capacity, as outlined above, will be allocated equally among the New Shippers whose nominations were not fulfilled under the allocations calculated in Paragraph (2).</p> <p>(3) For purposes of Carrier's prorationing policies, the following definitions will be applicable:</p>

		<p>“Base Period” – The “Base Period” is a period of 12 months beginning 14 months prior to the month of allocation and excluding the month preceding the month of allocation.</p> <p>“Existing Shipper” – A shipper that has tendered petroleum or petroleum products for transportation on a specific line segment during the entirety of the Base Period.</p> <p>“New Shippers” – A shipper that tenders petroleum or petroleum products for transportation on a specific line segment that does not qualify as an Existing Shipper, as defined in this Item, Paragraph (3) above.</p> <p>NOTE: The calculation of the Base Period under this Item will begin on October 1, 2006. However, shippers will not be prorated pursuant to this Item until October 1, 2007. If the pipeline is prorated prior to October 1, 2007, shippers will be prorated pursuant to the provisions of Item No. 26A, supplements and reissues thereof.</p>
<p>[N] <u>85</u></p>	<p><u>Intrasystem Transfers</u></p>	<p><u>One (1) Cent per bb) will be charged for intrasystem transfers to the Transferors involved in intrasystem transfers who do not pay Carrier transportation charges or are not listed as the last consignee for the particular movement including the transfer(s).</u></p> <p><u>In any such transfer, Carrier shall not be liable for any loss or damage in connection therewith, except for the negligence of the Carrier. Any verbal transfer shall be confirmed in writing within five (5) days by Transferee and Transferor, who shall specify the quantity, type, grade and location of the Petroleum transferred. All deliveries shall be made to and for the account of the last consignee.</u></p>

EXPLANATION OF REFERENCE MARKS:

- # Applies only to shipments destined to points outside of the State of Montana.
- [U] Unchanged
- [N] New. (Applies to underlined portions only.)
- [R9] Reissued from Supplement No. 9 to F.E.R.C. No. 551, effective March 1, 2005.
- [R13] Reissued from Supplement No. 13 to F.E.R.C. No. 551, effective October 1, 2006.

**Supplement No. 17 to F.E.R.C. No. 552
Cancels Supplement No. 16 to F.E.R.C. No. 552**

BUTTE PIPE LINE COMPANY

PROPORTIONAL TARIFF

THE RATES AND CHARGES NAMED IN THIS TARIFF ARE FOR THE
TRANSPORTATION AND DELIVERY OF
PETROLEUM

**List of Points from and to which Rates Apply and
Rates on Petroleum in Cents per Barrel of 42 U.S. Gallons**

ROUTE NO.	From Montana Points	TO	Through Rate to Established Destination
01	Baker, Fallon County (Note 1)	Ft. Laramie, Goshen County WY Guernsey, Platte County WY Eighty-Eight Oil LLC, Platte County, WY	[U] 48.03
01	Cabin Creek, Fallon County		
01	Little Beaver, Fallon County		
01	Pennel, Fallon County		
01	Pine, Wibaux County		
02	Alzada, Carter County (Note 1)		[U] 36.31

Note [1]: Subject to the provisions of Item No. 21, a charge of [U] 10.61 cents/bbl will be levied, in addition to any line-haul rate and other applicable charges stated in the tariff, for the transportation of a Light Sweet, or LS, stream as a segregated batch.

Filed in compliance with 18 C.F.R. § 341.4 (2006).

Issued on 9 days' notice under the authority of 18 C.F.R. § 341.14. This tariff is conditionally accepted subject to refund pending a 30-day review period.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

FILED
 OFFICE OF THE
 SECRETARY
 2006 NOV 24 P 4:11
 FEDERAL ENERGY
 REGULATORY COMMISSION

ISSUED: November 21, 2006

EFFECTIVE: December 1, 2006

Issued By:
H.A. True, III, President
Butte Pipe Line Company
P. O. Box 2360
Casper, WY 82602

Compiled By:
Robert Stamp
Butte Pipe Line Company
P. O. Box 2360
Casper, WY 82602
307-237-9301

ITEM NO.	SUBJECT	RULES AND REGULATIONS
21 [R13]	Light Sweet Segregation	Carrier will transport, in a batch mode, an additional common stream, designated the "Light Sweet" stream, or "LS," which shall have no more than .20% Sulfur by weight and no less than 36° API gravity when tendered for transportation at Carrier's Baker and Alzada Stations. Carrier shall receive, transport and deliver such LS separately from its other streams, for which service Carrier shall charge an amount as stated in the applicable tariff. This charge will be in addition to the line-haul transportation rate and any other applicable charges stated in the tariff. Carrier shall transport such a segregated batch provided that: (1) Carrier will not be liable to Shipper or Consignee for change in the quality of such grade of Crude Petroleum while it is in transit; and (2) the interface generated between such batches shall be divided equitably between those shipments that precede and follow the interface.
19 [R10]	Line Fill Requirement	Carrier will require each shipper to supply a pro rata share of Petroleum for line fill and tankage necessary for the efficient operation of Carrier's system. Such line fill Petroleum may be withdrawn from Carrier's system only after ninety (90) days and subsequent to: (1) Shipper having ceased tendering shipments and notified Carrier in writing that it would no longer tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; and (3) Shipper having paid Carrier for all services.
25A [R11]	Minimum Tender, Shipments	Tenders for the transportation of any kind of mixture of such petroleum for which the Carrier has facilities for segregating will be accepted under this tariff in quantities of not less than ten thousand (10,000) barrels from one shipper consigned to one consignee and destination. If Carrier's facilities and operating conditions permit, petroleum in lots of less than ten thousand (10,000) barrels will be received for trunk line transportation within a 60-day period. The Carrier will not be obliged to forward petroleum so tendered until it has received from one or more shippers, to be delivered at a single destination, a sufficient quantity of petroleum of the same quality or different qualities to be commingled - provided that the shippers agree to said commingling, to permit handling as a segregated movement through Carrier's existing facilities.
26A [R16]	Prorating	<p>When more petroleum is tendered for transportation in a month on a line segment than Carrier can transport, Carrier shall apportion its capacity by allocating space in such line segment in the following manner:</p> <p>(1) Existing Shippers: The percentage of pipeline capacity to be allocated to each Existing Shipper will be calculated by using data from the immediately preceding three months and dividing the sum of the shipments made for the account of each Existing Shipper on such line segment in the immediately preceding three months by the total shipments made for all Shippers on such line segment during the immediately preceding three months. The resulting percentages will then be applied to the line segment to determine the capacity allocation for each Existing Shipper. Each Existing Shipper will receive the lesser of its actual nomination or its allocation resulting from the above calculation. In the event that the above calculation results in any Shipper being allocated more capacity than its actual nomination, the excess of the calculated allocation over the Shipper's actual nomination will be reallocated per capita among all other New Shippers and Existing Shippers whose nominations would not be fulfilled through the allocations calculated in Paragraphs (1) and (2) of this Item. Allocations for Existing Shippers will be subject to pro rata reduction on the basis of the percentages calculated in this Paragraph (1), if required, to accommodate New Shippers.</p> <p>(2) New Shippers: Up to two and one-half percent (2.5%) of available capacity on a line segment will be allocated to each New Shipper, subject to a cap of ten percent (10%) of available capacity for all New Shippers. During periods of prorating, New Shippers will be allocated pipeline capacity as follows:</p> <p>If less than four (4) New Shippers have submitted nominations for the affected line segment, each New Shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or its nominated volume. In the event that more than four (4) New Shippers have submitted nominations for the affected line segment, the nominated volumes for each New Shipper shall be totaled and divided into ten</p>

		<p>percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper's Proration Factor. Each New Shipper will be allocated pipeline segment capacity equal to the lesser of:</p> <p>(a) 2.5% of available capacity, or (b) its nominated volumes, or (c) its nominated volumes multiplied by the initial New Shipper Proration Factor.</p> <p>Any remaining pipeline segment capacity, subject to the maximum cap of ten percent of all available capacity, as outlined above, will be allocated equally among the New Shippers whose nominations were not fulfilled under the allocations calculated in Paragraph (2).</p> <p>(3) For purposes of Carrier's prorationing policies, the following definitions will be applicable:</p> <p>"Existing Shipper" – A shipper that has tendered petroleum or petroleum products for transportation on a specific line segment consecutively for the immediately preceding three months.</p> <p>"New Shippers" – A shipper that tenders petroleum or petroleum products for transportation on a specific line segment that does not qualify as an Existing Shipper, as defined in this Item, Paragraph (3) above.</p> <p>NOTE: The rules in this Item No. 26A will expire on September 30, 2007; thereafter refer to Item No. 27. Prorationing.</p>
<p>27 [R16]</p>	<p>Prorationing</p>	<p>When more petroleum is tendered for transportation in a month on a line segment than Carrier can transport, Carrier shall apportion its capacity by allocating space in such line segment in the following manner:</p> <p>(1) Existing Shippers: The percentage of pipeline capacity to be allocated to each Existing Shipper will be calculated by using data from the Base Period and dividing the sum of the shipments made for the account of each Existing Shipper on such line segment in the Base Period by the total shipments made for all Shippers on such line segment during the Base Period. The resulting percentages will then be applied to the line segment to determine the capacity allocation for each Existing Shipper. Each Existing Shipper will receive the lesser of its actual nomination or its allocation resulting from the above calculation. In the event that the above calculation results in any Shipper being allocated more capacity than its actual nomination, the excess of the calculated allocation over the Shipper's actual nomination will be reallocated per capita among all other New Shippers and Existing Shippers whose nominations would not be fulfilled through the allocations calculated in Paragraphs (1) and (2) of this Item. The Carrier will repeat this reallocation process until all of the available capacity has been allocated. Allocations for Existing Shippers will be subject to pro rata reduction on the basis of the percentages calculated in this Paragraph (1), if required, to accommodate New Shippers.</p> <p>(2) New Shippers: Up to two and one-half percent (2.5%) of available capacity on a line segment will be allocated to each New Shipper, subject to a cap of ten percent (10%) of available capacity for all New Shippers. During periods of prorationing, New Shippers will be allocated pipeline capacity as follows:</p> <p>If less than four (4) New Shippers have submitted nominations for the affected line segment, each New Shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or its nominated volume. In the event that more than four (4) New Shippers have submitted nominations for the affected line segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper's Proration Factor. Each New Shipper will be allocated pipeline segment capacity equal to the lesser of:</p> <p>(a) 2.5% of available capacity, or</p>

		<p>(b) its nominated volumes, or (c) its nominated volumes multiplied by the initial New Shipper Proration Factor.</p> <p>Any remaining pipeline segment capacity, subject to the maximum cap of ten percent of all available capacity, as outlined above, will be allocated equally among the New Shippers whose nominations were not fulfilled under the allocations calculated in Paragraph (2).</p> <p>(3) For purposes of Carrier's prorationing policies, the following definitions will be applicable:</p> <p>"Base Period" – The "Base Period" is a period of 12 months beginning 14 months prior to the month of allocation and excluding the month preceding the month of allocation.</p> <p>"Existing Shipper" – A shipper that has tendered petroleum or petroleum products for transportation on a specific line segment during the entirety of the Base Period.</p> <p>"New Shippers" – A shipper that tenders petroleum or petroleum products for transportation on a specific line segment that does not qualify as an Existing Shipper, as defined in this Item, Paragraph (3) above.</p> <p>NOTE: The calculation of the Base Period under this Item will begin on October 1, 2006. However, shippers will not be prorated pursuant to this Item until October 1, 2007. If the pipeline is prorated prior to October 1, 2007, shippers will be prorated pursuant to the provisions of Item No. 26A, supplements and reissues thereof.</p>
<p>[N] 85</p>	<p><u>Intrasystem Transfers</u></p>	<p><u>One (1) Cent per bbl will be charged for intrasystem transfers to the Transferors involved in intrasystem transfers who do not pay Carrier transportation charges or are not listed as the last consignee for the particular movement including the transfer(s).</u></p> <p><u>In any such transfer, Carrier shall not be liable for any loss or damage in connection therewith, except for the negligence of the Carrier. Any verbal transfer shall be confirmed in writing within five (5) days by Transferee and Transferor, who shall specify the quantity, type, grade and location of the Petroleum transferred. All deliveries shall be made to and for the account of the last consignee.</u></p>

EXPLANATION OF REFERENCE MARKS:

- [U] Unchanged.
- [N] New. (Applies to underlined portions only.)
- [R10] Reissued from Supplement No. 10 to F.E.R.C. No. 552, effective January 1, 2005.
- [R11] Reissued from Supplement No. 11 to F.E.R.C. No. 552, effective March 1, 2005.
- [R13] Reissued from Supplement No. 13 to F.E.R.C. No. 552, effective August 1, 2005.
- [R16] Reissued from Supplement No. 16 to F.E.R.C. No. 552, effective October 1, 2006.

A F F I D A V I T

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

AFFIDAVIT

H. A. (Tad) True, of Casper, Wyoming, Affiant herein, being first duly sworn according to law, states that:

1. I am employed by Butte Pipe Line Company, a Wyoming Corporation, and have been since April 2004.

2. Pursuant to 18 CFR Section 342.2(b), I hereby certify that the new rates established by

Butte Pipe Line Company

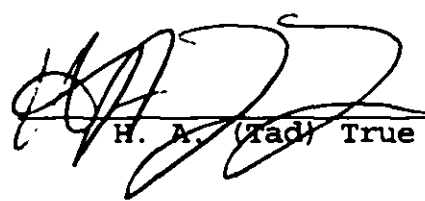
Supplement No. 16 to F.E.R.C. Nos. 549 and 550,

Supplement No. 14 to F.E.R.C. No. 551, and

Supplement No. 17 to F.E.R.C. No. 552,

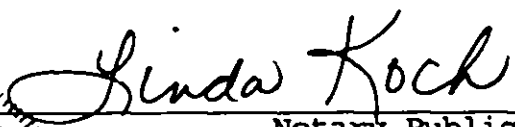
have been agreed to by a non-affiliated person which intends to use this service.

Further Affiant sayeth naught.

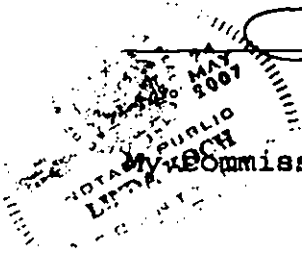


H. A. (Tad) True

Sworn to before me this 20th day of November, 2006.



Notary Public, State of Wyoming



Commission expires 05/24/2007

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SECRETARY

2004 DEC -1 P 2:30

FEDERAL ENERGY
REGULATORY COMMISSION

A PROFESSIONAL CORPORATION
1350 Thomas Jefferson Street N.W.
Washington, D.C. 20007-3877
(202) 298-1800 Telephone
(202) 338-2416 Facsimile

Seattle, Washington
(206) 623-9372

Pamela J. Anderson
(202) 298-1811

**VanNess
Feldman**
ATTORNEYS AT LAW

December 1, 2004

OIL PIPELINE TARIFF FILING

IS05-60-000

The Honorable Magalie R. Salas
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Dear Secretary Salas:

In compliance with the Interstate Commerce Act (ICA), 49 U.S.C. § 1 *et seq.*, and the Rules and Regulations of the Federal Energy Regulatory Commission (Commission), 18 C.F.R. Part 341, Bridger Pipeline LLC (Bridger) hereby submits Supplement No. 4 to F.E.R.C. No. 6, canceling F.E.R.C. No. 6, issued on December 1, 2004 and to be effective January 1, 2005.

Explanation of Tariff Filing

The Supplement is filed in compliance with 18 C.F.R. § 341.5.

This Supplement cancels F.E.R.C. No. 6, a Joint Tariff filed in connection with Wascana Pipeline System, owned by Plains Marketing Canada, L.P., and Butte Pipe Line Company for the transportation of crude petroleum from Saskatchewan, Canada to points in Wyoming. The Supplement will be effective January 1, 2005. The participating carriers do not agree regarding proposed changes to the rates under the Joint Tariff, and have not been able to come to a mutually acceptable arrangement. Therefore, Bridger is canceling the Joint Tariff. For further rate and routing information, refer to Bridger Pipeline LLC's F.E.R.C. No. 4, Butte Pipe Line Company's F.E.R.C. Nos. 549 and 552, and Wascana Pipeline System Tariff No. 6.

Contact Information of Joint Carriers Pursuant to 18 C.F.R § 341.2(c)

Pursuant to 18 C.F.R. § 341.2(c), Bridger submits the following the contact information for the joint carriers in Bridger's F.E.R.C. No. 6.

Wascana Pipeline System
W. David Duckett
Executive Vice President
Plains Marketing Canada, L.P.
1400, 888 – 3rd Street, S.W.
Calgary, Alberta T2P 5C5
(403) 298-2100

Butte Pipe Line Company
Robert Stamp
Butte Pipe Line Company
P O Drawer 2360
Casper, WY 82602
(307) 237-9301

Certification

I hereby certify that Bridger has, on or before this date, delivered copies of the above referenced tariff to each person on the subscriber list pertaining to the referenced tariff by U.S. Postal Service (First Class Mail) or by other means agreed upon.

Please date stamp the enclosed extra three copies of this transmittal letter and the accompanying tariff and return it to the messenger.

Pursuant to 18 C.F.R. § 343.3 of the Commission's Rules and Regulations, it is requested that any protest to this tariff be sent via facsimile to Robert Stamp at (307) 237-3164.

Should you have any questions, please contact me at the address or telephone number listed above.

Respectfully submitted,



Pamela J. Anderson
Attorney for Bridger Pipeline LLC

FILED
OFFICE OF THE
SECRETARY

Wascana Pipeline System. Tariff No. 6.0

Supplement No. 4 to F.E.R.C. No. 6
Cancels F.E.R.C. No. 6

2004 DEC -1 P 2:30

FEDERAL ENERGY
REGULATORY COMMISSION **CANCELLATION NOTICE**

Bridger Pipeline LLC

IN CONNECTION WITH
WASCANA PIPELINE SYSTEM, OWNED BY PLAINS MARKETING CANADA, L.P. AND
BUTTE PIPE LINE COMPANY

**JOINT TARIFF
APPLYING TO THE TRANSPORTATION OF
CRUDE PETROLEUM**

**FROM
REGINA STATION, CITY OF REGINA, SASKATCHEWAN, CANADA**

**TO
POINTS IN WYOMING
Mush Creek Jct., Weston County
Fort Laramie, Goshen County
OR
Guernsey, Platte County, Guernsey – 88, Platte County**

This tariff is hereby cancelled. For further rate and routing information, refer to Bridger Pipeline LLC's F.E.R.C. No. 4, Butte Pipe Line Company's F.E.R.C. Nos. 549 and 552, and Wascana Pipeline System Tariff No. 6.

Filed in compliance with 18 C.F.R. § 341.5.

ISSUED: December 1, 2004

EFFECTIVE: January 1, 2005

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

Issued by:
H. A. True, III, Member
BRIDGER PIPELINE LLC
P O Drawer 2360
Casper, WY 82602

Compiled by:
Robert Stamp
BRIDGER PIPELINE LLC
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Casper, WY 82602
(307) 237-9301

Bridger Pipeline LLC

Proportional Tariff

Applying on the Transportation of Crude Petroleum

The rates published in this tariff are for the transportation of Crude Petroleum by pipeline subject to the regulations named in Bridger Pipeline LLC F.E.R.C. No. 2 and supplements thereto or subsequent issues thereof. Rates are payable in U.S. currency.

Route No.	From	To	Rates in Cents per bbl of 42 U.S. Gallons
01	Poplar Station, Roosevelt County, Montana	Baker Station, Fallon County, Montana	[U] 85.00
02	South Poplar Station, Richland County, Montana		[U] 80.00
03	Richey Station, Dawson County, Montana		[U] 75.00
04	Glendive Station, Dawson County, Montana		[U] 70.00
05	Cabin Creek Station, Fallon County, Montana		[U] 60.00

Gathering Service: When gathering service is performed by Bridger Pipeline LLC, a charge of [U] 42.63 cents per bbl will be made in addition to the transportation rate named herein.

Truck Unloading Charge: When shipments are unloaded from tank truck facilities into the facilities of Bridger Pipeline LLC, a charge of [U] 10.00 cents per bbl will be made in addition to the transportation rate named herein.

In addition to rules and regulations stated above, the applicable option associated with the rule will apply: Rule 70. Gauging, Testing and Deductions: Option 1 - Loss Allowance of 0.2%. In addition to the provisions stated in Rule 25, Carrier will, for Routes [C] 1, 2, 3 and 4, only accept for transportation Crude Petroleum with a gravity of thirty-six (36) degrees API or higher and Carrier will not accept Crude Petroleum over 0.20% sulfur by weight. [N] In addition to the provisions stated in Rule 25, Carrier will, for Routes 1, 4 and 5, accept qualifying crude petroleum into a mixed sweet stream.

Issued on one day's notice under authority of 18 C.F.R. Section 341.14. This publication is conditionally accepted subject to refund pending a 30-day review period.

[U] Unchanged. [C] Canceled (Applies to Underlined portions only. [N] New.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: September 2, 2005

EFFECTIVE: September 3, 2005

Issued By:
H.A. True III, Member
Bridger Pipeline LLC
P. O. Box 2360
Casper, WY 82602

Compiled By:
Robert Stamp
Bridger Pipeline LLC
P. O. Box 2360
Casper, WY 82602
307-237-9301

ENBRIDGE PIPELINES INC.

TOLLS APPLYING ON CRUDE PETROLEUM, NATURAL GAS LIQUIDS AND REFINED PETROLEUM PRODUCTS

From

POINTS IN THE PROVINCES OF ALBERTA, SASKATCHEWAN, MANITOBA, ONTARIO
AND THE INTERNATIONAL BOUNDARY NEAR SARNIA, ONTARIO

to

POINTS IN THE PROVINCES OF ALBERTA, SASKATCHEWAN, MANITOBA, ONTARIO
AND THE INTERNATIONAL BOUNDARIES NEAR
GRETNA, MANITOBA AND CHIPPAWA, ONTARIO

Tolls for the transportation of Crude Petroleum, Natural Gas Liquids, and Refined Petroleum Products are comprised of the applicable charges and surcharges for receipt, transmission and delivery as listed in this tariff. The charges listed in this tariff are subject to the Rules and Regulations published in the Carrier's Tariffs NEB Nos. 248, 260 and 270.

The charges listed in this tariff are payable in Canadian currency and are applicable on the Canadian movement only of Crude Petroleum, Natural Gas Liquids, and Refined Petroleum Products tendered to the Carrier at established receiving points in Canada for delivery to established delivery points in Canada.

▲ Denotes changes in wording from NEB No. 271

EFFECTIVE August 1, 2005

ISSUED BY
Richard Bird
President
Enbridge Pipelines Inc.
Suite 3000
425 - 1 Street S.W.
Calgary, AB T2P 3L8

COMPILED BY
Regulatory Affairs Department
Enbridge Pipelines Inc.

▲ Tel.: (403) 231-5934
Fax: (403) 508-3140

ALLOWANCE OIL REVENUE

The Carrier shall collect in kind 1/20 of 1 percent of all Crude Petroleum, Natural Gas Liquids and Refined Petroleum Products received from shippers in addition to the transportation rates listed below.

NON-PERFORMANCE PENALTY

A Non-Performance Penalty of \$17.00 per cubic metre will be charged in accordance with the provisions of Rules 18(a) and 19(a) of the applicable tariff Rules and Regulations.

TERRACE SURCHARGE

The rates below include a Terrace surcharge reflecting the allocable portion of the \$0.05 per barrel of light crude transportation rate from the Edmonton, Alberta receipt point to the Griffith, Indiana delivery point, which reflects the agreement reached between CAPP and Enbridge.

COMMODITY CLASSIFICATION AND TRANSMISSION SURCHARGES

Commodities shall be classified on the basis of the density and viscosity in effect at the time of receipt by the Carrier and assessed a charge including the appropriate surcharge listed below. Density shall be based on 15°C. Viscosity shall be based on the Carrier's reference line temperature at the time of receipt. Where the density of a commodity falls within the density range of one commodity classification and the viscosity of the commodity falls within the viscosity range of another commodity classification, then the commodity shall be deemed to be in the commodity classification with the higher transmission surcharge. Transmission surcharges shall be calculated as a percentage of the light petroleum transmission charge.

▲ **LIGHT PETROLEUM** - A commodity having a density from 800 kilograms per cubic metre (kg/m^3) up to but not including 876 kg/m^3 and a viscosity from 2 square millimetres per second (mm^2/s) up to but not including 20 mm^2/s will be classified as **Light Petroleum**.

▲ **MEDIUM PETROLEUM** - A commodity having a density from 876 kg/m^3 up to but not including 904 kg/m^3 and a viscosity from 20 mm^2/s up to but not including 100 mm^2/s will be classified as **Medium Petroleum**. Medium Petroleum is assessed the light crude transmission charge **plus a surcharge of 8%**, which is included in the table of Medium Crude Petroleum Transmission and Terminalling Rates below.

▲ **HEAVY PETROLEUM** - A commodity having a density from 904 kg/m^3 to 940 kg/m^3 inclusive and a viscosity from 100 to 350 mm^2/s will be classified as **Heavy Petroleum**. Heavy Petroleum is assessed the light crude transmission charge **plus a surcharge of 22%**, which is included in the table of Heavy Crude Petroleum Transmission and Terminalling Rates below.

▲ **GASOLINES AND CONDENSATES** - A commodity having a density from 600 kg/m^3 up to but not including 800 kg/m^3 and a viscosity of 0.4 mm^2/s up to but not including 2 mm^2/s will be classified as **Gasolines and Condensates**. Gasolines and Condensates are assessed the light crude transmission charge **less a surcharge of 8%**, which is included in the table of Gasolines and Condensates Transmission and Terminalling Rates below.

▲ **NGL** - A commodity having a maximum absolute vapour pressure of 1250 kilopascals at 37.8°C and a density of up to but not including 600 kg/m^3 and a viscosity of up to but not including 0.4 mm^2/s will be classified as **NGL**. NGL is assessed the light crude transmission charge **less a surcharge of 10%**, which is included in the table of Natural Gas Liquids Transmission and Terminalling below.

▲ The following tables provide rates including light petroleum transmission charges, transmission surcharges, Terrace surcharges and terminalling charges. Tankage charges, Allowance Oil and Non-Performance Penalty are not included.

▲ LIGHT PETROLEUM TRANSMISSION AND TERMINALLING RATES

TABLE OF CHARGES FOR LIGHT CRUDE PETROLEUM IN DOLLARS PER CUBIC METRE

TO	FROM								
	Edmonton Terminal, Alberta (b)	Hardisty Terminal, Alberta (b)	Kerrobert Station, Saskatchewan (b)	Regina Terminal, Saskatchewan (b)	Cromer Terminal, Manitoba (b)	International Boundary near Samia, Ontario	Samia Terminal, Ontario (b)	Westover, Ontario	Bronte Junction, Ontario
Edmonton Terminal, Alberta (c)	1.346	---	---	---	---	---	---	---	---
Hardisty Terminal, Alberta (c)	2.220	---	---	---	---	---	---	---	---
Kerrobert Station, Saskatchewan (c)	3.099	---	---	---	---	---	---	---	---
Milden, Saskatchewan (c)	3.669	---	---	---	---	---	---	---	---
Stony Beach Take-off, Saskatchewan (c)	4.862	3.988	3.109	---	---	---	---	---	---
Regina Terminal, Saskatchewan (c)	4.862	3.988	3.109	1.346	---	---	---	---	---
Gretna Station, Manitoba (c)	7.550	---	---	4.033	---	---	---	---	---
International Boundary near Gretna, Manitoba	6.971	6.096	5.218	3.454	2.181	---	---	---	---
Corunna or Samia Terminal, Ontario (c)	7.624	6.751	5.871	4.108	2.834	0.654	1.346	---	---
Oakville, Ontario (c)	8.853	7.979	7.100	5.336	4.063	1.883	---	---	0.609
Nanticoke, Ontario (c)	8.968	8.094	7.214	5.452	4.178	1.998	2.689	0.973	---
International Boundary near Chippawa, Ontario	8.529	7.654	6.776	5.012	3.739	1.558	2.251	0.529	---

▲ MEDIUM PETROLEUM TRANSMISSION AND TERMINALLING RATES

TABLE OF CHARGES FOR MEDIUM CRUDE PETROLEUM IN DOLLARS PER CUBIC METRE

TO	FROM			
	Edmonton Terminal, Alberta (b)	Hardisty Terminal, Alberta (b)	Cromer Terminal, Manitoba (b)	International Boundary near Samia, Ontario
Edmonton Terminal, Alberta (c)	1.346	---	---	---
Hardisty Terminal, Alberta (c)	2.290	1.346	---	---
Stony Beach Take-off, Saskatchewan (c)	5.143	4.200	---	---
Regina Terminal, Saskatchewan (c)	5.143	4.200	---	---
International Boundary near Gretna, Manitoba	7.468	6.523	2.296	---
Corunna or Samia Terminal, Ontario (c)	8.126	7.184	2.953	0.659
Oakville, Ontario (c)	9.453	8.509	4.281	1.986
Nanticoke, Ontario (c)	9.578	8.634	4.404	2.111
International Boundary near Chippawa, Ontario	9.151	8.206	3.978	1.683

▲ HEAVY PETROLEUM TRANSMISSION AND TERMINALLING RATES

TABLE OF CHARGES FOR HEAVY CRUDE PETROLEUM IN DOLLARS PER CUBIC METRE

TO	FROM					
	Edmonton Terminal, Alberta (b)	Hardisty Terminal, Alberta (b)	Kerrobert Station, Saskatchewan (b)	Regina Terminal, Saskatchewan (b)	Cromer Terminal, Manitoba (b)	International Boundary near Samia, Ontario
Edmonton Terminal, Alberta (c)	1.346	--	--	--	--	--
Hardisty Terminal, Alberta (c)	2.413	1.346	--	--	--	--
Stony Beach Take-off, Saskatchewan (c)	5.635	4.570	3.497	--	--	--
Regina Terminal, Saskatchewan (c)	5.635	4.570	3.497	1.346	--	--
International Boundary near Gretna, Manitoba	8.339	7.272	6.201	4.048	2.496	--
Corunna or Samia Terminal, Ontario (c)	9.005	7.940	6.866	4.716	3.161	0.667
Oakville, Ontario (c)	10.505	9.438	8.366	6.213	4.661	2.166
Nanticoke, Ontario (c)	10.645	9.579	8.505	6.356	4.801	2.307
International Boundary near Chippawa, Ontario	10.240	9.172	8.102	5.949	4.397	1.901

▲ GASOLINES AND CONDENSATES TRANSMISSION AND TERMINALLING RATES

TABLE OF CHARGES FOR GASOLINES AND CONDENSATES IN DOLLARS PER CUBIC METRE

TO	FROM			
	Edmonton Terminal, Alberta (b)	Regina Terminal, Saskatchewan (b)	International Boundary near Samia, Ontario	Samia Terminal, Ontario (b)
Edmonton Terminal, Alberta (c)	1.346	--	--	--
Hardisty Terminal, Alberta (c)	2.150	--	--	--
Kerrobert Station, Saskatchewan (c)	2.958	--	--	--
Milden, Saskatchewan (c)	3.483	--	--	--
Stony Beach Take-off, Saskatchewan (c)	4.581	--	--	--
Regina Terminal, Saskatchewan (c)	4.581	1.346	--	--
Gretna Station, Manitoba (c)	7.054	3.818	--	--
International Boundary near Gretna, Manitoba	6.474	--	--	--
Corunna or Samia Terminal, Ontario (c)	7.122	--	0.649	1.346
Nanticoke, Ontario (c)	8.358	--	1.885	2.582
International Boundary near Chippawa, Ontario	7.907	--	1.433	2.131

▲ NATURAL GAS LIQUIDS TRANSMISSION AND TERMINALLING RATES

TABLE OF CHARGES FOR NATURAL GAS LIQUIDS IN DOLLARS PER CUBIC METRE

TO	FROM		
	Edmonton Terminal, Alberta (b)	Kerrobot Station, Saskatchewan (b)	Cromer Terminal, Manitoba (b)
International Boundary near Gretna, Manitoba	6.349	4.772	2.038
Corunna or Samia Terminal, Ontario (c)	6.997	5.419	2.685

- (a) ▲ **RECEIPT TANKAGE** – The transportation rates for receipt tankage is \$0.565 per cubic metre. This amount should be added to rates in cases where Enbridge receipt tankage is required.
- (b) ▲ **RECEIPT TERMINALLING** – The transportation rates from this receiving point include a receipt terminalling charge of \$0.752 per cubic metre.
- (c) ▲ **DELIVERY TERMINALLING** – The transportation rates to this delivery point include a delivery terminalling charge of \$0.594 per cubic metre.
- (d) ▲ **DELIVERY TANKAGE** – The transportation rates for delivery tankage is \$0.565 per cubic metre. This amount should be added to rates in cases where Enbridge delivery tankage is required.

▲ LIGHT PETROLEUM TRANSMISSION RATES

Including Terrace Surcharge

TABLE OF TRANSMISSION CHARGES FOR LIGHT PETROLEUM IN DOLLARS PER CUBIC METRE

TO	FROM								
	Edmonton Terminal, Alberta	Hardisty Terminal, Alberta	Kerrobot Station, Saskatchewan	Regina Terminal, Saskatchewan	Cromer Terminal, Manitoba	International Boundary near Samia, Ontario	Samia Terminal, Ontario	Westover, Ontario	Bronte Junction, Ontario
Edmonton Terminal, Alberta	---	---	---	---	---	---	---	---	---
Hardisty Terminal, Alberta	0.874	---	---	---	---	---	---	---	---
Kerrobot Station, Saskatchewan	1.753	---	---	---	---	---	---	---	---
Milden, Saskatchewan	2.323	---	---	---	---	---	---	---	---
Stoney Beach Take-off, Saskatchewan	3.516	2.642	1.763	---	---	---	---	---	---
Regina Terminal, Saskatchewan	3.516	2.642	1.763	---	---	---	---	---	---
Gretna Station, Manitoba	6.204	---	---	2.687	---	---	---	---	---
International Boundary near Gretna, Manitoba	6.219	5.344	4.466	2.702	1.429	---	---	---	---
Corunna or Samia Terminal, Ontario	6.278	5.405	4.525	2.762	1.488	0.060	---	---	---
Oakville, Ontario	7.507	6.633	5.754	3.990	2.717	1.289	1.229	---	0.015
Nanticoke, Ontario	7.622	6.748	5.868	4.106	2.832	1.404	1.343	0.379	---
International Boundary near Chippawa, Ontario	7.777	6.902	6.024	4.260	2.987	1.558	1.499	0.529	---

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