

# Tolls, Tariff, Facilities & Procedures Committee

Resolution T2006-06: New Industry Calendar

## Resolution

The Tolls, Tariff, Facilities & Procedures Committee (TTFP) agrees to implementation of the New Industry Calendar and associated Tariff amendments to allow for alignment of demand and commodity charges for billing purposes.

## Background

On July 10, 2001, the Tolls, Tariff & Procedures Committee (TTP), the predecessor to the TTFP, supported a resolution to implement a new industry calendar to allow for alignment of demand and commodity charges on the same invoice. The resolution was filed with the Alberta Energy and Utilities Board (EUB) and accepted as a filing for information on September 14, 2001, pending TransCanada having the required Information Systems available.

On January 10, 2006, TransCanada presented an update to the TTFP and informed that the Information Systems would be available by May 2006. TTFP members expressed concern regarding implementation of the new industry calendar and potential impacts to production accountants and market accountants. TransCanada held a number of meetings with the Business Process Task Force along with industry market and production accountants, and worked to modify the calendar to reduce impacts to the extent possible.

The New Industry Calendar will be based on electronic medium with TransCanada:

1. Providing the Alberta System invoice 3 ½ work days prior to the industry pay day;
2. Providing the Alberta System gas balance 3 ½ work days prior to the industry pay day;
3. Receiving receipt allocation information from Common Stream Operators 4 ½ work days prior to the industry pay day;
4. Receiving prior period receipt allocations from Common Stream Operators 8 ½ work days prior to the industry pay day;
5. Providing Alberta System finalized measurement 5 work days after a gas month.

Once implemented, demand and commodity charges will be aligned within a billing month for all services with the exception of FT-P, LRS, LRS-2, LRS-3, PTS and CO<sub>2</sub>.

## Next Steps

TransCanada will file the resolution and Tariff amendments with the EUB. Pending approval by the EUB, the New Industry Calendar will become effective for the month of October 2006.

In addition to the regular September 20<sup>th</sup> invoice (July commodity and August demand charges); TransCanada intends to send an additional invoice on or about September 22<sup>nd</sup> for the August commodity charges.

Several amendments to the NGTL Tariff are currently being proposed resulting from TTFP Resolution T2006-06. This summary has been provided for information only and is not intended to form part of the Tariff.

### **Summary of Amendments**

#### **1. Rate Schedule FT-R**

- (i) Amended paragraph 4.3 [Aggregate of Customer's Over-Run Gas Charges] to reflect alignment of Demand and Commodity Billing.
- (ii) Amended paragraph 4.4 to reflect alignment of Demand and Commodity Billing.
- (iii) Amended Service Agreement Section 7 to provide alternative billing if EBB is in-operative.

#### **2. Rate Schedule FT-RN**

- (i) Amended paragraph 4.3 [Aggregate of Customer's Over-Run Gas Charges] to reflect alignment of Demand and Commodity Billing.
- (ii) Amended paragraph 4.4 to reflect alignment of Demand and Commodity Billing.
- (iii) Amended Service Agreement Section 7 to provide alternative billing if EBB is in-operative.

#### **3. Rate Schedule FT-D**

- (i) Amended paragraph 4.3 [Aggregate of Customer's Over-Run Gas Charges] to reflect alignment of Demand and Commodity Billing.
- (ii) Amended paragraph 4.4 to reflect alignment of Demand and Commodity Billing.
- (iii) Amended Service Agreement Section 7 to provide alternative billing if EBB is in-operative.

#### **4. Rate Schedule FT-DW**

- (i) Amended paragraph 4.3 [Aggregate of Customer's Over-Run Gas Charges] to reflect alignment of Demand and Commodity Billing.
- (ii) Amended paragraph 4.4 to reflect alignment of Demand and Commodity Billing.
- (iii) Amended Service Agreement Section 7 to provide alternative billing if EBB is in-operative.

#### **5. Rate Schedule FT-A**

- (i) Amended paragraph 4.1 to reflect alignment of Demand and Commodity Billing.
- (ii) Amended Service Agreement Section 6 to provide alternative billing if EBB is in-operative.

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- 6. Rate Schedule FT-X**
    - (i) Amended Service Agreement Section 6 to provide alternative billing if EBB is in-operative.
  
  - 7. Rate Schedule STFT**
    - (i) Amended paragraph 4.3 [Aggregate of Customer's Over-Run Gas Charges] to reflect alignment of Demand and Commodity Billing.
    - (ii) Amended Service Agreement Section 7 to provide alternative billing if EBB is in-operative.
  
  - 8. Rate Schedule FT-P**
    - (i) Amended Service Agreement Section 6 to provide alternative billing if EBB is in-operative.
  
  - 9. Rate Schedule LRS**
    - (i) Amended paragraph 4.2.1 [Determination of Eligible LRS Contract Demand] to reflect alignment of Demand and Commodity Billing.
    - (ii) Amended paragraph 4.3 [Aggregate of Customer's Over-Run Gas Charges] to reflect alignment of Demand and Commodity Billing.
    - (iii) Amended Service Agreement Section 7 to provide alternative billing if EBB is in-operative.
  
  - 10. Rate Schedule LRS-2**
    - (i) Amended Service Agreement Section 7 to provide alternative billing if EBB is in-operative.
  
  - 11. Rate Schedule LRS-3**
    - (i) Amended paragraph 4.3 [Aggregate of Customer's Over-Run Gas Charges] to reflect alignment of Demand and Commodity Billing.
    - (ii) Amended Service Agreement Section 7 to provide alternative billing if EBB is in-operative.
  
  - 12. Rate Schedule IT-R**
    - (i) Amended paragraph 4.1 [Aggregate of Customer's Monthly Charge] to reflect alignment of Demand and Commodity Billing.
    - (ii) Amended Service Agreement Section 6 to provide alternative billing if EBB is in-operative.
  
  - 13. Rate Schedule IT-D**
    - (i) Amended paragraph 4.1 [Aggregate of Customer's Monthly Charge] to reflect alignment of Demand and Commodity Billing.
    - (ii) Amended Service Agreement Section 6 to provide alternative billing if EBB is in-operative.

**14. Rate Schedule IT-S**

- (i) Amended Service Agreement Section 6 to provide alternative billing if EBB is in-operative.

**15. Rate Schedule FCS**

- (i) Amended Service Agreement Section 6 to provide alternative billing if EBB is in-operative.

**16. Rate Schedule OS**

- (i) Amended Service Agreement Section 6 to provide alternative billing if EBB is in-operative.

**17. Rate Schedule CO<sub>2</sub>**

- (i) Amended Service Agreement Section 7 to provide alternative billing if EBB is in-operative.

**18. Rate Schedule PT**

- (i) Amended Service Agreement Section 6 to provide alternative billing if EBB is in-operative.

**19. General Terms and Conditions**

- (i) 1.6 [Billing Month] amended to reflect bill alignment of Demand and Commodity Billing.
- (ii) 1.26 [EBB] added definition.
- (ii) Amended paragraph 5.1 [Billing] to reflect alignment of Demand and Commodity Billing.
- (iii) Amended paragraph 5.3 [Late Billing] to reflect alignment of Demand and Commodity Billing.
- (iv) Amended paragraph 5.5 [Adjustment Where Bill Estimated] to reflect alignment of Demand and Commodity Billing.
- (v) Amended paragraph 5.6 [Corrections] to reflect alignment of Demand and Commodity Billing.

**20. Appendix F - Notice Schedule for Electronic Commerce**

- (i) Added Bill to list of electronic bulletin board notices

Rate Schedules at such Receipt Point for ~~the month preceding~~ such Billing Month; and

“Z” = the IT-R Rate at such Receipt Point.

**4.4** The calculation of Customer's charge for Over-Run Gas in paragraph 4.3 shall not take into account Customer's Inventory on the last day of the ~~month preceding the~~ Billing Month.

#### **4.5 Aggregate Charge For Service**

Customer shall pay for each Billing Month:

- (i) the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2, and 4.3; less
- (ii) the amount, if any, calculated in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix "B" of the Tariff.

#### **4.6 Allocation of Gas Received**

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have been nominated, the aggregate volume of gas received from Customer at a Receipt Point shall be allocated for billing purposes as follows:

- (i) first to service to Customer under Rate Schedules LRS, LRS-2 and LRS-3 to a maximum of such Customer's LRS Contract Demand for such Receipt Point under such Rate Schedule LRS, to a maximum of such Eligible LRS-2 Volumes for the Coleman Receipt Point under such Rate Schedule LRS-2 and to a

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via ~~Company’s electronic bulletin board (“EBB”)~~. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

8. The terms and conditions of Rate Schedule FT-R, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-R are by this reference incorporated into and made a part of this Service Agreement.

#### 4.3 Aggregate of Customer's Over-Run Gas Charges

The aggregate of Customer's charges for Over-Run Gas in a Billing Month for Service under all Rate Schedules shall be equal to the sum of the monthly charges for Over-Run Gas for each Receipt Point at which Customer is entitled to Service under any Rate Schedule, determined as follows:

$$\text{MOC} = V \times Z$$

Where:

"MOC" = the monthly charge for Over-Run Gas at such Receipt Point;

"V" = total volume of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.6 for Service under all Rate Schedules at such Receipt Point for ~~the month preceding~~ such Billing Month; and

"Z" = the IT-R Rate at such Receipt Point.

4.4 The calculation of Customer's charge for Over-Run Gas in paragraph 4.3 shall not take into account Customer's Inventory on the last day of the ~~month preceding the~~ Billing Month.

#### 4.5 Aggregate Charge For Service

Customer shall pay for each Billing Month:

- (i) the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2, and 4.3; less
- (ii) the amount, if any, calculated in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix "B" of the Tariff.

shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board ("EBB")~~. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

8. The terms and conditions of Rate Schedule FT-RN, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-RN are by this reference incorporated into and made a part of this Service Agreement.



#### 4.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Schedules of Service under Rate Schedule FT-D.

#### 4.3 Aggregate of Customer's Over-Run Gas Charges

The aggregate of Customer's charges for Over-Run Gas in a Billing Month for Service under Rate Schedule FT-D shall be equal to the sum of the monthly charges for Over-Run Gas for each Export Delivery Point at which Customer is entitled to Service under Rate Schedule FT-D, determined as follows:

$$\text{MOC} = V \times Z$$

Where:

"MOC" = the monthly charge for Over-Run Gas at the Export Delivery Point;

"V" = total volume of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.6 for Service under all Rate Schedules at such Export Delivery Point for ~~the month preceding~~ such Billing Month;

"Z" = the IT-D Rate at such Export Delivery Point.

4.4 The calculation of Customer's charge for Over-Run Gas in paragraph 4.3 shall not take into account Customer's Inventory on the last day of the ~~month preceding the~~ Billing Month.

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board ("EBB")~~. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

8. The terms and conditions of Rate Schedule FT-D, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-D are by this reference incorporated into and made a part of this Service Agreement.

“C” = the number of days in such Billing Month.

#### 4.2 Aggregate of Customer’s Surcharges

The aggregate of Customer’s Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer’s Schedules of Service under Rate Schedule FT-DW.

#### 4.3 Aggregate of Customer’s Over-Run Gas Charges

The aggregate of Customer’s charges for Over-Run Gas in a Billing Month for Service under Rate Schedule FT-DW shall be equal to the sum of the monthly charges for Over-Run Gas for each Export Delivery Point at which Customer is entitled to Service under Rate Schedule FT-DW, determined as follows:

$$\text{MOC} = V \times Z$$

Where:

“MOC” = the monthly charge for Over-Run Gas at the Export Delivery Point;

“V” = total volume of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.6 for Service under all Rate Schedules at such Export Delivery Point for ~~the month~~ ~~preceding~~ such Billing Month;

“Z” = the IT-D Rate at such Export Delivery Point.

4.4 The calculation of Customer’s charge for Over-Run Gas in paragraph 4.3 shall not take into account Customer’s Inventory on the last day of the ~~month preceding the~~ Billing Month.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via ~~Company’s electronic bulletin board (“EBB”)~~. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 8. The terms and conditions of Rate Schedule FT-DW, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-DW are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•  
Per: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
Per : \_\_\_\_\_

Per: \_\_\_\_\_

Per : \_\_\_\_\_

### 3.0 PRICING

- 3.1 The rate used in calculating Customer's monthly charge for Service under Rate Schedule FT-A at an Alberta Delivery Point is the FT-A Rate.

### 4.0 CHARGE FOR SERVICE

- 4.1 The aggregate of Customer's monthly charges for a Billing Month for Service under Rate Schedule FT-A shall be equal to the sum of the monthly charges calculated for each of Customer's Alberta Delivery Points under Rate Schedule FT-A determined as follows:

$$MC = A \times B$$

Where:

"MC" = the monthly charge applicable to such Alberta Delivery Point;

"A" = the FT-A Rate; and

"B" = the sum of the volume of gas delivered by Company to such Customer at such Alberta Delivery Point under Rate Schedule FT-A in ~~the month preceding~~ such Billing Month.

### 4.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Alberta Delivery Points under Rate Schedule FT-A.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via ~~Company’s electronic bulletin board (“EBB”)~~. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule FT-A, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-A are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

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Per: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
Per : \_\_\_\_\_

Per: \_\_\_\_\_

Per : \_\_\_\_\_

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via ~~Company’s electronic bulletin board (“EBB”)~~. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule FT-X, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-X are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•  
Per: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
Per : \_\_\_\_\_

Per: \_\_\_\_\_

Per : \_\_\_\_\_

#### 4.2 Aggregate of Customer's Surcharges

The aggregate of Customer's Surcharges for a Billing Month shall be equal to the sum of all Surcharges set forth in the Table of Rates, Tolls and Charges applicable to each of Customer's Schedules of Service under Rate Schedule STFT.

#### 4.3 Aggregate of Customer's Over-Run Gas Charges

The aggregate of Customer's charges for Over-Run Gas in a Billing Month for Service under Rate Schedule STFT shall be equal to the sum of the monthly charges for Over-Run Gas for each Export Delivery Point at which Customer is entitled to Service under Rate Schedule STFT, determined as follows:

$$\text{MOC} = V \times Z$$

Where:

"MOC" = the monthly charge for Over-Run Gas at the Export Delivery Point;

"V" = total volume of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.5 for Service under all Rate Schedules at such Export Delivery Point for ~~the month~~ ~~preceding~~ such Billing Month;

"Z" = the IT-D Rate at such Export Delivery Point.

#### 4.4 Aggregate Charge for Service

Customer shall pay for each Billing Month the sum of the amounts calculated in accordance with paragraphs 4.1, 4.2 and 4.3.

#### 4.5 Allocation of Gas Delivered

Notwithstanding any other provision of this Rate Schedule, any Service Agreement or the General Terms and Conditions of the Tariff, and without regard to how gas may have



made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board ("EBB")~~. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 8. The terms and conditions of Rate Schedule STFT, the General Terms and Conditions and Schedule of Service under Rate Schedule STFT are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

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Per: \_\_\_\_\_  
Per: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
Per : \_\_\_\_\_  
Per : \_\_\_\_\_

made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via ~~Company’s electronic bulletin board (“EBB”)~~. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 8.** The terms and conditions of Rate Schedule FT-P, the General Terms and Conditions and Schedule of Service under Rate Schedule FT-P are by this reference incorporated into and made a part of this Service Agreement.

- (iv) determination of the LRS Billing Adjustment that will be applied to Customer's bill, as described in subparagraph 4.2.4, by determining the difference between the amounts calculated in steps (ii) and (iii).

#### 4.2.1. Determination of Eligible LRS Contract Demand

Eligible LRS Contract Demand will be determined based on the information provided by Customer by way of an Officer's Certificate in such form as Company may prescribe from time to time. Eligibility is achieved only when Customer has provided a valid Officer's Certificate which satisfies Company that the requirements under Rate Schedule LRS have been met. Customer shall provide an Officer's Certificate no later than the ~~twenty-second~~ fifth (22nd) day of each Month.

The Eligible LRS Contract Demand will be determined as follows:

$$\text{ECD} = A - \left( \frac{B + C - D}{E} \right)$$

Where:

"ECD" = the Eligible LRS Contract Demand;

"A" = the aggregate LRS Contract Demand for Service under Rate Schedule LRS at the Customer's Receipt Points identified in Appendix "1" of this Rate Schedule adjusted as per paragraph 4.1;

"B" = the volumes of gas received by Company under Rate Schedule LRS verified by an Officer's Certificate to have been delivered from the Facilities into a storage facility for Customer;

### 4.3 Aggregate of Customer's Over-Run Gas Charges

4.3.1. In the event that Company determines in respect of a Billing Month that Company has received from Customer, in ~~the month preceding~~ such Billing Month, a volume of gas at any Receipt Point identified in Appendix "1" of this Rate Schedule in excess of:

- (a) the aggregate of the products obtained when each of the LRS Contract Demand and LRS-3 Contract Demand in effect for Customer in respect of Rate Schedules LRS and LRS-3, in ~~the month preceding~~ such Billing Month, is multiplied by the number of Days in such month that such LRS Contract Demand and LRS-3 Contract Demand was in effect; plus
- (b) the aggregate of the products obtained when each of the Receipt Contract Demand in effect for Customer in respect of Rate Schedule FT-R and Rate Schedule FT-RN, in ~~the month preceding~~ such Billing Month, is multiplied by the number of Days in such month that the Receipt Contract Demand was in effect,

then Customer shall pay to Company an amount equal to the product of a volume equal to such excess and the IT-R Rate for the applicable Receipt Point.

4.3.2. The calculation of Customer's Over-Run Gas charge in subparagraph 4.3.1 shall not take into account Customer's Inventory on the last day of ~~the month preceding~~ the Billing Month.

### 4.4 Aggregate Charge For Service

Customer shall pay for each Billing Month:

- (i) the amounts calculated in accordance with paragraphs 4.1 and 4.3; less

Company:

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Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board ("EBB")~~. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

Company:

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Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via ~~Company’s electronic bulletin board (“EBB”)~~. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

“V” = total volume of gas allocated to Customer by Company as Over-run Gas in accordance with paragraph 4.5 for Service under all Rate Schedules at such Receipt Point for ~~the month preceding~~ such Billing Month; and

“Z” = the IT-R Rate at such Receipt Point.

**4.3.2.** The calculation of Customer’s Over-Run Gas charge in subparagraph 4.3.1 shall not take into account Customer's Inventory on the last day of the ~~month preceding the~~ Billing Month.

#### **4.4 Aggregate Charge For Service**

Customer shall pay for each Billing Month:

- (i) the sum of the amounts calculated in accordance with paragraphs 4.1 and 4.3; less
- (ii) the sum of
  - (a) the billing credit, if any, calculated in accordance with the Terms and Conditions Respecting Relief for Mainline Capacity Restrictions in Appendix “B” of the Tariff; and
  - (b) the LRS-3 Billing Adjustment, if any, calculated in accordance with paragraph 4.2 of this Rate Schedule LRS-3.

#### **4.5 Allocation of Gas Received**

Notwithstanding any other provision of this LRS-3 Rate Schedule, any Service Agreement or General Terms and Conditions of the Tariff, and without regard to how gas

made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board~~ ("EBB"). Company shall not accept or provide any such Notice for those matters listed in Appendix "F" via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

8. The terms and conditions of Rate Schedule LRS-3, the General Terms and Conditions and Schedule of Service under Rate Schedule LRS-3 are by this reference incorporated into and made a part of this Service Agreement.



### 3.0 PRICING

3.1 The rate used in calculating Customer's monthly charge for Service under Rate Schedule IT-D at an Export Delivery Point is the IT-D Rate at such Export Delivery Point.

### 4.0 CHARGE FOR SERVICE

#### 4.1 Aggregate of Customer's Monthly Charge

The aggregate of Customer's monthly charges for a Billing Month for Service under Rate Schedule IT-D shall be equal to the sum of the monthly charges calculated for each of Customer's Export Delivery Points under Rate Schedule IT-D determined as follows:

$$MC = A \times B$$

Where:

“MC” = the monthly charge applicable to such Export Delivery Point;

“A” = the IT-D Rate at such Export Delivery Point; and

“B” = the sum of the volume of gas delivered by Company to such Customer at such Export Delivery Point under Rate Schedule IT-D in ~~the month preceding~~ such Billing Month.

Customer:

- 
- 
- 

Attention: •

Fax: •

Company:

- 
- 
- 

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix “F” of the Tariff shall be given via ~~Company’s electronic bulletin board (“EBB”)~~. Company shall not accept or provide any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be

### 3.0 PRICING

3.1 The rate used in calculating Customer's monthly charge for Service under Rate Schedule IT-R at a Receipt Point is the IT-R Rate at such Receipt Point.

### 4.0 CHARGE FOR SERVICE

#### 4.1 Aggregate of Customer's Monthly Charge

The aggregate of Customer's monthly charges for a Billing Month for Service under Rate Schedule IT-R shall be equal to the sum of the monthly charges calculated for each Receipt Point under Rate Schedule IT-R determined as follows:

$$MC = A \times B$$

Where:

"MC" = the monthly charge applicable to such Receipt Point;

"A" = the IT-R Rate at such Receipt Point; and

"B" = the sum of the volume of gas received by Company from Customer at such Receipt Point under Rate Schedule IT-R in ~~the month preceding~~ such Billing Month.

Agreement and the General Terms and Conditions, or any other Notice which either Company or Customer may desire to give to the other, shall be in writing and each of them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

- 
- 
- 

Attention: •

Fax: •

Company:

- 
- 
- 

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board~~

(“EBB”). Company shall not accept or provide any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule IT-R, the General Terms and Conditions and Schedule of Service under Rate Schedule IT-R are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•  
Per: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
Per : \_\_\_\_\_

Per: \_\_\_\_\_

Per : \_\_\_\_\_

them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

- 
- 
- 

Attention: •

Fax: •

Company:

- 
- 
- 

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board~~

(“EBB”). Company shall not accept or provide any such Notice for those matters listed in Appendix “F” -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule IT-S, the General Terms and Conditions and Schedule of Service under Rate Schedule IT-S are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•  
Per: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
Per : \_\_\_\_\_

Per: \_\_\_\_\_

Per : \_\_\_\_\_

them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

- 
- 
- 

Attention: •

Fax: •

Company:

- 
- 
- 

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board~~ ("EBB"). Company shall not accept or provide any such Notice for those matters listed



in Appendix "F" -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule FCS, the General Terms and Conditions and Schedule of Service under Rate Schedule FCS are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•	NOVA Gas Transmission Ltd.
Per: _____	Per : _____
Per: _____	Per : _____

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board ("EBB")~~. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board ("EBB")~~. Company shall not accept or provide any such Notice for those matters listed in Appendix "F" -via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, -courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

8. The terms and conditions of Rate Schedule CO<sub>2</sub>, the General Terms and Conditions and Schedule of Service under Rate Schedule CO<sub>2</sub> are by this reference incorporated into and made a part of this Service Agreement.

them and every payment provided for shall be directed to the Person to whom given, made or delivered at such Person's address as follows:

Customer:

- 
- 
- 

Attention: •

Fax: •

Company:

- 
- 
- 

Attention: Customer Account Representative

Fax: •

Notice may be given by fax or other telecommunication and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) business days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event of disruption of regular mail, every payment not made electronically shall be personally delivered, and any other Notice shall be given by one of the other stated means.

Any Notice for the matters listed in the Notice Schedule for Electronic Commerce in Appendix "F" of the Tariff shall be given via ~~Company's electronic bulletin board~~

(“EBB”). Company shall not accept or provide any such Notice for those matters listed in Appendix “F” via any other alternative means, unless the EBB is inoperative or Customer is unable to establish connection with the EBB, in which case Notice shall be given by any other alternative means set out herein. Any Notice given by the EBB shall be deemed to be given one (1) hour after transmission.

Any Notice may also be given by telephone followed immediately by EBB, fax, personal delivery, courier or prepaid mail, and any Notice so given shall be deemed to have been given as of the date and time of the telephone notice.

- 7. The terms and conditions of Rate Schedule PT, the General Terms and Conditions and Schedule of Service under Rate Schedule PT are by this reference incorporated into and made a part of this Service Agreement.

IN WITNESS WHEREOF the parties have executed this Service Agreement by their proper signing officers duly authorized in that behalf all as of the • day of •, •.

•  
Per: \_\_\_\_\_

NOVA Gas Transmission Ltd.  
Per : \_\_\_\_\_

Per: \_\_\_\_\_

Per : \_\_\_\_\_

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**GENERAL TERMS AND CONDITIONS****1.0 DEFINITIONS**

In this Tariff:

- 1.1** “Act” shall mean the *Gas Utilities Act*, R.S.A. 1980, c. G-4, as amended.
- 1.2** “Alberta Delivery Point” shall mean the point in Alberta where gas that is not to be removed from Alberta is delivered to Customer by Company under a Schedule of Service.
- 1.3** “Annual Plan” shall mean a document submitted annually to the Board by Company outlining the Company’s planned Facility additions and major modifications.
- 1.4** “Banking Day” shall mean any day that the Royal Bank of Canada, Main Branch, Calgary, Canada, or other financial institutions agreed to by Company, conducts business.
- 1.5** “Billing Commencement Date” shall mean the earlier of:
- (a) the Ready for Service Date; and
  - (b) the date Company commences to provide Service to Customer pursuant to a Service Agreement or Schedule of Service.
- 1.6** “Billing Month” shall mean that month which immediately precedes the month in which Company is required to ~~send~~provide a bill for Service.
- 1.7** “Board” shall mean the Alberta Energy and Utilities Board.
- 1.8** “Central Clock Time” or “CCT” shall mean the clock time in the Central Zone.
- 1.9** “Closing Date” shall mean the date an open season ends as posted by Company.

- 1.21** “Daily Open Season” shall have the meaning attributed to it in subparagraph 2.6.1 of Appendix “A” of the Tariff.
- 1.22** “Daily Open Season Bid Form” shall have the meaning attributed to it in subparagraph 2.6.2(a) of Appendix “A” of the Tariff.
- 1.23** “Day” shall mean a period of twenty-four (24) consecutive hours, beginning and ending at eight hours (08:00) Mountain Standard Time.
- 1.24** “Delivery Demand Charge” shall have the meaning attributed to it in subparagraph 4.2.2 (ii) of Rate Schedule LRS.
- 1.25** “Delivery Point” shall mean the point where gas may be delivered to Customer by Company under a Schedule of Service and shall include but not be limited to Export Delivery Point, Alberta Delivery Point, Extraction Delivery Point and Storage Delivery Point.
- 1.26** “EBB” shall mean Company’s electronic bulletin board.
- 1.261.27** “Effective LRS Rate” shall mean the Effective LRS Rate set forth in the Table of Rates, Tolls and Charges which has been fixed by Company or the Board for Service under Rate Schedule LRS.
- 1.271.28** “Eligible LRS Contract Demand” shall have the meaning attributed to it in subparagraph 4.2.1 of Rate Schedule LRS.
- 1.281.29** “Eligible LRS-3 Contract Demand” shall have the meaning attributed to it in subparagraph 4.2.1 of Rate Schedule LRS-3.
- 1.291.30** “Eligible LRS-2 Volume” shall have the meaning attributed to it in subparagraph 4.3.2 of Rate Schedule LRS-2.
- 1.301.31** “Eligible Points to Point Volume” shall mean for each Schedule of Service under Rate Schedule FT-P, the lesser of:

## 5.0 BILLING AND PAYMENT

### 5.1 Billing

On or before the ~~twentieth-twenty-first (20th)~~ day of each month, Company shall ~~render~~ provide on the EBB a bill to Customer for Service rendered during the Billing Month.

Customer shall furnish such information to Company as Company may require for billing on or before the ~~twentieth-twenty-first(20th)~~ day of the Billing Month.

### 5.2 Payment

Customer shall make payment to Company in Canadian dollars of its bill on or before the last day of the month following the Billing Month.

### 5.3 Late Billing

If Company ~~renders~~ provides a bill after the ~~twentieth-twenty-first(20th)~~ day of a month, then the date for payment shall be that day which is ten (10) days after the day that such bill was ~~rendered~~ provided.

### 5.4 Interest on Unpaid Amounts

Company shall have the right to charge interest on the unpaid portion of any bill commencing from the date payment was due and continuing until the date payment is actually received, at a rate per annum equal to the Prime Rate plus one (1) percent. The principal and accrued interest to date shall be due and payable immediately upon demand.

### 5.5 Adjustment Where Bill Estimated

Information used for billing may be actual or estimated. If actual information necessary for billing is unavailable to Company sufficiently in advance of the ~~twentieth-twenty-first(20th)~~ day of the month to permit the use of such information in the preparation of a bill, Company shall use estimated information. In the month that actual information



becomes available respecting a previous month where estimated information was used, the bill for the month in which the actual information became available shall be adjusted to reflect the difference between the actual and estimated information as if such information related to such later month. Neither Company nor Customer shall be entitled to interest on any adjustment.

## 5.6 Corrections

Notwithstanding any provision contained in this Tariff to the contrary, the correction of an error in a bill for Service ~~rendered~~provided in a prior month, shall be made to the bill in accordance with the appropriate provision of this Tariff in effect at the time that the error was made. Company shall proceed with such correction in the month following the month that Company confirms the error. In the case of a disputed bill the provisions of paragraph 5.7 shall apply.

## 5.7 Disputed Bills

**5.7.1** In the event Customer disputes any part of a bill, Customer shall nevertheless pay to Company the full amount of the bill when payment is due.

**5.7.2** If Customer fails to pay the full amount of any bill when payment is due, Company may upon four (4) Banking Days written notice immediately suspend any or all Service being or to be provided to Customer provided however that such suspension shall not relieve Customer from any obligation to pay any rate, toll, charge or other amount payable to Company. If at any time during such suspension Customer pays the full amount payable to Company, Company shall within two (2) Banking Days recommence such suspended Service.

Following suspension, Company may, in addition to any other remedy that may be available to it, upon four (4) Banking Days written notice to Customer immediately:

- (i) terminate any or all Service being or to be provided to Customer; and

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**NOTICE SCHEDULE  
FOR ELECTRONIC COMMERCE**

As of the following dates, Company will only accept the following notices via ~~Company's electronic bulletin board ("EBB")~~.

Nominations <sup>1</sup>	February 1, 1999
Title Transfers	February 1, 1999

As of the following dates, Company will provide the following notices only via EBB.

<u>Bill</u>	<u>October 1, 2006</u>
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Note 1: Nominations for the purposes of this notice schedule shall mean a request for gas to be received into Company's Facilities at a field Receipt Point.