



February 1, 2016

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Gas Transmission Northwest LLC**  
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Re: Gas Transmission Northwest LLC  
Compliance Filing  
Docket No. RP16-\_\_\_\_-\_\_\_\_

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,<sup>1</sup> Gas Transmission Northwest LLC ("GTN") respectfully submits for filing the tariff sections included as Appendix A to be part of its FERC Gas Tariff, Fourth Revised Volume No. 1-A ("Tariff"). The purpose of the instant filing is to reflect implementation of certain North American Energy Standards Board ("NAESB") Standards to comply with FERC Order No. 587-W.<sup>2</sup> GTN respectfully requests that the Commission accept the tariff sections included as Appendix A to become effective April 1, 2016.

### Correspondence

The names, titles and mailing addresses of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

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<sup>1</sup> 18 C.F.R. Part 154 (2015).

<sup>2</sup> *Standards for Business Practices of Interstate Natural Gas Pipelines; Coordination of the Scheduling Processes of Interstate Natural Gas Pipelines and Public Utilities, Order No. 587-W*, 153 FERC ¶ 61,061 (2015) ("Order No. 587-W").

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### Statement of Nature, Reasons and Basis for Filing

In Order No. 587-W, the Commission adopted the most recent version of the NAESB Wholesale Gas Quadrant (“WGQ”) Standards, Version 3.0 (“3.0 Standards”), and set forth the requirement that tariff records be filed to reflect the changed standards by February 1, 2016, to become effective April 1, 2016.<sup>3</sup> Order No. 587-W enumerates several compliance filing requirements to increase the transparency of a pipeline’s incorporation by reference of the NAESB WGQ Standards so that shippers and the Commission will know which tariff provision implements each standard as well as the status of the standard. Pipelines must designate a single, separate, tariff record within which every NAESB standard currently incorporated by reference by the Commission is listed, and a) specify within such tariff record whether a standard is incorporated by reference, or identify the tariff provision that complies with the standard; and b) provide a statement identifying any standards for which the pipeline has been granted a waiver, extension of time, or other variance with respect to compliance with the standard.<sup>4</sup>

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<sup>3</sup> The 3.0 Standards include the Version 2.1 standards previously adopted by NAESB, and introduce modifications that support efforts to harmonize gas-electric scheduling coordination that the Commission incorporated by reference in Order No. 809 (*Coordination of the Scheduling Processes of Interstate Natural Gas Pipelines and Public Utilities, Order No. 809*, 151 FERC ¶ 61,049 (2015) (“Order No. 809”). Additionally, the 3.0 Standards revise the posting requirements for offers to purchase released capacity, define operating capacity and design capacity, eliminate the WGQ Interpretations, reflect new data elements, and provide edits for greater clarity and increase user-friendliness (Order No. 587-W at P 8).

<sup>4</sup> Order No. 587-W, at P 42. Further, at P 42 part (3), Order No. 587-W requires that if a pipeline is requesting a continuation of an existing waiver or extension of time, it must include in a table in its transmittal the standard for which a waiver or extension of time was granted and the docket number or order citation to the proceeding in which the waiver or extension was granted. GTN has not previously been granted a waiver or extension of time to comply with any specific standards.

Since the issuance of Order No. 587-W, GTN has undergone a process of identifying the changes necessary to implement the 3.0 Standards. As a result, GTN has updated Section 6.41 of the General Terms and Conditions of its Tariff, consistent with the sample tariff record provided by the Commission.<sup>5</sup> Specifically, for each NAESB 3.0 Standard, GTN has either indicated that the standard is incorporated by reference or has identified the location of the standard within the Tariff. For those 3.0 Standards not incorporated by reference in Section 6.41, GTN has modified the applicable tariff sections, where necessary, to incorporate language revisions contained in the 3.0 Standards, as set forth in Appendix A.<sup>6</sup>

#### Effective Date

GTN requests that the Commission accept the tariff sections included as Appendix A to become effective April 1, 2016.

#### Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

#### Contents of Filing

In accordance with Sections 154.7 and 154.201 of the Commission's regulations and Order No. 714,<sup>7</sup> GTN is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. Clean tariff sections (Appendix A); and
3. Marked tariff sections (Appendix B).

#### Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served upon all of GTN's existing customers and interested state regulatory

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<sup>5</sup> The Commission posted on its eLibrary website a sample tariff record which provides an illustrative example to aide pipelines in their preparation of Order No. 587-W compliance filings.

<sup>6</sup> Appendix A contains a complete description of each revised Tariff section including the section name, number, and version.

<sup>7</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) ("Order No. 714").

agencies. A copy of this letter, together with the enclosed tariff sections, is available during regular business hours for public inspection at GTN's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully Submitted,

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

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John A. Roscher  
Director, Rates, Tariffs, and Certificates

Enclosures

# Appendix A

## Gas Transmission Northwest LLC

### *FERC Gas Tariff, Fourth Revised Volume No. 1-A*

### *Clean Tariff*

<b><u>Tariff Section</u></b>	<b><u>Version</u></b>
6.1 – GT&C, Definitions	v.8.0.0
6.6 – GT&C, Inspection of Equipment and Records	v.4.0.0
6.7 – GT&C, Billing	v.4.0.0
6.8 – GT&C, Payment	v.5.0.0
6.19.4 – GT&C, Nominations	v.5.0.0
6.28.3 – GT&C, Notice Requirements	v.7.0.0
6.28.6 – GT&C, Bidding for a Parcel	v.8.0.0
6.28.8 – GT&C, Scheduling of Parcels, Bids and Notifications	v.4.0.0
6.28.9 – GT&C, Capacity Recall and Reput	v.4.0.0
6.41 – GT&C, Gas Industry Standards	v.5.0.0

## 6.1 DEFINITIONS

1. **Gas Day:** In accordance with NAESB Standard 1.3.1, the term "Gas Day" shall be 9:00 a.m. to 9:00 a.m. Central Clock Time (7:00 a.m. to 7:00 a.m. Pacific Clock Time).
2. **Business Day:** The term "Business Day" shall mean Monday through Friday, excluding U.S. Federal Banking Holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico.
3. **Month:** The word "month" shall mean a period extending from the beginning of the first day in a calendar month to the beginning of the first day in the next succeeding calendar month.
4. **Maximum Daily Quantity:** The term "Maximum Daily Quantity" (MDQ) shall mean the maximum daily quantity in Dth of gas which GTN agrees to deliver exclusive of an allowance for compressor station fuel, line loss and other unaccounted for gas and transport for the account of Shipper to Shipper's point(s) of delivery on each day during each year during the term of Shipper's Transportation Service Agreement with GTN.
5. **Energy Affiliate:** The term "Energy Affiliate" shall have the meaning provided in Commission Order No. 2004, et seq.
6. **Gas:** The word "gas" shall mean natural gas.
7. **Cubic Foot of Gas:** The term "cubic foot of gas" is defined in accordance with NAESB Standard 2.3.9 as that quantity of gas which measures one (1) cubic foot at standard conditions of 14.73 dry psia, 60 degrees F. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C. Standard 2.3.9 states in full "Standardize the reporting basis for Btu as 14.73 psia at 60 degrees F (101.325 kPa and 15 degrees C), and dry. Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm<sup>2</sup> and 15.6 degrees C and dry. Standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, at 60 degrees, F and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, at 15 degrees C, and dry."

NAESB WGQ takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does NAESB WGQ state whether transactions may take place between parties on a volumetric basis.

8. Mcf: The term "Mcf" shall mean one thousand (1,000) cubic feet of gas and shall be measured as set forth in Section 6.1 paragraph 7 hereof. The term "MMcf" shall mean one million (1,000,000) cubic feet of gas.
9. Dekatherm: The term "Dekatherm" (or "Dth") is the quantity of heat energy equivalent to one million (1,000,000 British Thermal Units (MMBtu). Dth is the standard quantity for Nominations, confirmations and Scheduled Quantities in the United States. For purposes of this tariff and associated Service Agreements, the terms MMBtu and Dth are synonymous.
10. Btu: The term "Btu" shall mean British Thermal Unit. The term "MMBtu" shall mean one million (1,000,000) British Thermal Units. The reporting basis for Btu shall be standardized as 14.73 dry psia and 60 degrees (60°) Fahrenheit (101.325 kPa and 15.6 degrees C).
11. Gross Heating Value: The term "gross heating value" shall mean the number of Btus in a cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit, saturated with water vapor, and at an absolute pressure equivalent to thirty (30) inches of mercury at thirty-two degrees (32°) Fahrenheit.
12. Psig: The term "psig" shall means pounds per square inch gauge.
13. Releasing Shipper: A firm transportation Shipper which intends to post its service to be released to a Replacement Shipper, has posted the service for release, or has released its service.
14. Replacement Shipper: A Shipper which has contracted to utilize a Releasing Shipper's service for a specified period of time.
15. Posting Period: The period of time during which a Releasing Shipper may post, or have posted by the pipeline, all or a part of its service for release to a Replacement Shipper.
16. Release Term: The period of time during which a Releasing Shipper intends to release, or has released all or a portion of its contracted quantity of service to a Replacement Shipper.
17. Bid Period: The period of time during which a Replacement Shipper may bid to contract for a parcel which has been posted for release by a Releasing Shipper.
18. Parcel: The term utilized to describe an amount of capacity, expressed in Dth/d, from a specific receipt point to a specific delivery point for a specific period of time which is released and bid on pursuant to the capacity release provisions contained in Section 6.28 of these Transportation General Terms and Conditions.

19. **Primary Release:** The term used to describe the release of capacity by a Releasing Shipper receiving service under a Part 284 firm transportation rate schedule.
20. **Secondary Release:** The term used to describe the release of capacity by a Replacement Shipper receiving service under a Part 284 firm transportation rate schedule.
21. **Bid Reconciliation Period:** The period of time subsequent to the Bid Period during which bids are evaluated by GTN.
22. **Match Period:** The period of time subsequent to the Bid Reconciliation Period and before the notification deadline for awarding capacity for Prearranged Deals that require bidding. During this period, the Prearranged Shipper may match any higher bids for the Parcel.
23. **Mainline Facilities:** The term "Mainline Facilities" shall mean the 36-inch and 42-inch mains and appurtenant facilities extending from the interconnection with the pipeline facilities of TransCanada PipeLines Limited B.C. System and Foothills Pipe Lines (South B.C.) Ltd., near Kingsgate, British Columbia to the interconnection with the pipeline facilities of Pacific Gas and Electric Company near Malin, Oregon.
24. **Extension Facilities:** The term "Extension Facilities" shall mean the 12-inch mains and appurtenant facilities extending from GTN's mainline facilities at Milepost 304.25 and the 16-inch and 12-inch mains and appurtenant facilities extending from GTN's Mainline Facilities at Milepost 599.20 that were authorized in Docket No. CP93-618-000. The term "Extension Facility" shall mean one of the Extension Facilities.
25. **Subject Shipper:** The term "Subject Shipper" shall mean the Shippers identified in Appendix G of the Stipulation and Agreement in Docket No. RP94-149-000, et al., and Shippers that have obtained service rights from such Shippers.
26. **Nominations:** A "Nomination" shall be the provision of information to GTN necessary to effectuate a transportation transaction. Specific Nomination procedures are set forth in Section 6.19.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
27. **Intraday Nomination:** An "Intraday Nomination" is a Nomination submitted after the Nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of the Gas Day.

28. North American Energy Standards Board Standards: The term "North American Energy Standards Board Standards" or "NAESB Standards" shall mean the standardized business practices and electronic communication practices promulgated by the North American Energy Standards Board from time to time and incorporated in the Code of Federal Regulations by the Federal Energy Regulatory Commission.
29. Asset Manager: A party that agrees to manage gas supply and delivery arrangements, including transportation and storage capacity, for another party. The asset manager uses released capacity to serve the gas supply requirements of the releasing shipper and, when the capacity is not needed for that purpose, uses the capacity to make releases or bundled sales to third parties.
30. Forward Haul: The term "Forward Haul" shall refer to (1) transportation service on GTN's mainline system in which the nominated direction of flow from receipt point to delivery point is from north to south or (2) transportation service on a GTN lateral in which the nominated direction of flow from receipt point to delivery point is in the same direction as physical gas flow on the lateral.
31. Backhaul: The term "Backhaul" shall refer to transportation service on GTN's mainline system and laterals that is in the opposite direction of a Forward Haul as defined in Section 6.1 paragraph 30 above.
32. Primary Path: The term "Primary Path" shall mean the transportation path established by the receipt and delivery points as set forth in Shipper's executed Service Agreement. A shipper's Primary Path may be either a Forward Haul or a Backhaul as defined in Section 6.1 paragraphs 30 and 31 above.
33. Reverse Path: The term "Reverse Path" shall mean the transportation path that is in the opposite direction of that Shipper's Primary Path as defined in Section 6.1 paragraph 32 above. A Shipper's Reverse Path may be either a Forward Haul or a Backhaul as defined in Section 6.1 paragraphs 30 and 31 above. Reverse Path transactions rely on secondary point rights and are subject to the operating conditions of GTN's pipeline and will not be made available to Shipper if GTN determines, in its sole discretion, that such transportation is operationally infeasible or otherwise not available.
34. Negotiated Rate: The term "Negotiated Rate" shall mean a rate (including a Negotiated Rate Formula) that GTN and a Shipper have agreed will be charged for service under Rate Schedules FTS-1, LFS-1, ITS-1 or PAL where, for all or a portion of the contract term, one or more of the individual components of such rate may exceed the maximum rate, or be less than the minimum rate, for such component set forth in GTN's tariff for the given service. Any Agreement entered into after the effective date of this subsection which provides for a rate under Rate

Schedules FTS-1, LFS-1, ITS-1 or PAL other than the applicable maximum rate shall contain a provision setting out the mutual agreement of the parties as to whether the pricing terms represent a discounted rate or a negotiated rate.

35. **Negotiated Rate Formula:** The term "Negotiated Rate Formula" shall mean a rate formula that GTN and a Shipper have agreed will apply to service under a specific contract under Rate Schedules FTS-1, LFS-1, ITS-1 or PAL which results in a rate where, for all or a portion of the contract term, one or more of the individual components of such rate may exceed the maximum rate, or may be less than the minimum rate, for such component set forth in GTN's Tariff for the given service.
36. **Recourse Rate:** The term "Recourse Rate" shall mean the applicable maximum rate that would apply to each respective Rate Schedule as set forth in the Statement of Rates of this FERC Gas Tariff.
37. **Existing Capacity:** The term "Existing Capacity" shall mean capacity that has been in-service beyond the initial terms of Agreements that originally supported the construction of such capacity. Existing Capacity additionally includes capacity that is still within such initial terms where Shipper Agreements pertaining to the capacity have been terminated by the pipeline. Existing Capacity additionally includes unsubscribed capacity created as part of a pipeline expansion project.
38. **Expansion Capacity:** The term "Expansion Capacity" shall mean capacity that is added to the pipeline system as part of a system expansion project where such capacity is still within the initial contract term(s) of the Agreement(s) that originally supported the construction of such capacity. Expansion Capacity includes permanent releases of capacity that are within the initial term of an original Shipper's contract.
39. **Long-Term Firm Capacity:** The term "Long-Term Firm Capacity" shall mean firm capacity that is provided on GTN's system for periods of 365 days or longer, but which may also be sold as Short-Term Firm Capacity. Unsubscribed Long-Term Firm Capacity is posted under the capacity option in the info postings menu on GTN's Internet website.
40. **Short-Term Firm Capacity:** The term "Short-Term Firm Capacity" shall mean firm capacity that is provided on GTN's system for periods of time that are less than 365 days. Unsubscribed Short-Term Firm Capacity is posted under the capacity option in the info postings menu on GTN's Internet website.
41. **Operationally Available Capacity:** The term "Operationally Available Capacity" shall mean capacity that is available on a day-to-day basis and is equal to the physical capacities of individual receipt and delivery points less amounts scheduled

to be received/delivered at such points. Operationally Available Capacity is posted under the capacity option in the info postings menu on GTN's Internet website.

42. The term "PAL Point" shall mean the point on GTN's system referenced on Exhibit A of a PAL Service Agreement where a Shipper can park or GTN can lend quantities of gas.
43. The term "Maximum Quantity" shall mean the maximum quantity of gas available to Shipper for PAL Service as stated on Exhibit A of a PAL Service Agreement.

## 6.6 INSPECTION OF EQUIPMENT AND RECORDS

1. **Inspection of Equipment and Data:** GTN and Shipper shall have the right to inspect equipment installed or furnished by the other, and the charts and other measurement or test data of the other, at all times during business hours; but the reading, calibration and adjustment of such equipment and changing of charts shall be done only by the entity installing or furnishing same. Unless GTN and Shipper otherwise agree, each shall preserve all original test data, charts and other similar records in such party's possession, for a period of at least six (6) years.
2. **Information for Billing:** When information necessary for billing by GTN is in the control of Shipper, Shipper shall furnish such information, estimated if actual is not available, to GTN on or before the third (3rd) working day of the month following the month transportation service was rendered. If Shipper furnishes estimated information, the actual information shall be furnished to GTN on or before the fifth (5th) working day of the month following the month transportation service was rendered.
3. **Verification of Computations:** GTN and Shipper shall have the right to examine at reasonable times the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to these Transportation General Terms and Conditions and to the rate schedules to which they apply, within twelve (12) months of any such statement, charge or computation. The time limitation for disputing allocations shall be six (6) months from the date of initial month-end allocation with a three-month rebuttal period, provided, however, that this limitation shall not apply in the case of a deliberate omission or misrepresentation or mutual mistake of fact, and shall not diminish the parties' other statutory or contractual rights. In accordance with NAESB Standard 2.3.11, a meter adjustment or correction becomes a prior period adjustment after the fifth (5th) business day following the Business Month. Any measurement of prior period adjustments are taken back to the production month. These provisions are in accordance with NAESB Standard 2.3.7, which establishes a cutoff for the closing of measurement of 5 business days after business month.

In accordance with NAESB Standard 2.3.14, measurement data corrections should be processed within 6 months of the production month with a 3-month rebuttal period. However, it is recognized that this latter standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

## 6.7 BILLING

1. **Billing Under All Rate Schedules:** On or before the ninth (9th) business day of each month, GTN shall render a bill to each Shipper under all applicable Rate Schedules for the service(s) rendered during the preceding month, which is in accordance with NAESB Standard 3.3.14, which provides that the imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered (made available) to the designated site.
2. **Third Party Charges.** Shipper shall be responsible for delivering all gas to, and accepting redelivery of all Gas from, Transporter's system, and shall be free to contract with third party(ies) upstream or downstream of Transporter's system to achieve such result. If Shipper requests, and Transporter agrees, Transporter will contract with third party(ies) for the benefit of Shipper and Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay such third party(ies), which charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel charges, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such charges shall be set forth as separate items on billings rendered to Shipper.
3. **Invoice Consolidation Fee.** GTN may, upon mutual agreement with Shipper, enter into agency agreements on third-party pipelines that will allow GTN to receive third-party pipeline invoices billed to Shipper and consolidate such invoices with GTN's monthly invoice to Shipper. An invoice consolidation fee shall be negotiated between GTN and Shipper for such service. GTN will provide this service on a non-discriminatory basis.

## 6.8 PAYMENT

1. **Payment Under All Rate Schedules:** On or before the tenth day following the date GTN's bill is rendered in accordance with Section 6.7 paragraph 1 of these General Terms and Conditions, each Shipper under all applicable Rate Schedules shall pay to or upon the order of GTN in lawful money of the United States at GTN's office in Houston, Texas, the amount of the bill rendered by GTN. In accordance with NAESB Standard 3.3.17, party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date. Shipper shall identify invoice numbers on all payments. In the event a Shipper disputes any portion of the invoice, Shipper shall pay that portion of the invoice not in dispute when due and provide supporting documentation identifying the basis for the dispute.
2. **Interest on Unpaid Amounts:** Should Shipper fail to pay the amount of any bill rendered by GTN when such amount is due, interest thereon shall accrue from the due date until paid at the rate of interest effective from time to time under 18 CFR Section 154.501.
3. **Remedies for Failure to Pay:** If a Shipper's failure to pay the undisputed portion of an invoice continues for thirty (30) days after payment is due, GTN, in addition to any other remedy it may have, may suspend further delivery of gas until such amount is paid.

If Shipper's failure to pay extends beyond thirty (30) days after payment is due, in addition to suspending service under Shipper's Transportation Service Agreement(s), GTN shall have the right to terminate service. To the extent that GTN seeks to terminate a Shipper's Transportation Service Agreement, GTN will provide written notice to Shipper, the Commission, and any Replacement Shipper(s) that has obtained temporary release capacity from Shipper, that if Shipper fails to make payment within fifteen (15) days, GTN will terminate Shipper's Transportation Service Agreement(s) and may exercise any other remedy available to Transporter hereunder, at law or in equity.

However, if Shipper, in good faith, disputes the amount of any bill or part thereof by providing written notice of its dispute including documentation identifying the basis of the dispute and (1) promptly pays to GTN the undisputed amount when due, and (2) on or before the due date of such bill, furnishes to GTN a good and sufficient financial assurance acceptable to GTN of the disputed amount (which may be ultimately found due to GTN upon a final determination that may be

reached either by agreement or by judgement of the courts, as may be the case), then GTN shall not be entitled to automatically suspend or terminate service under the Transportation Service Agreement(s) unless and until a default is made in the conditions of the financial assurance; provided further that should Shipper prevail on the dispute, GTN shall reimburse Shipper up to the reasonable and customary costs of the financial assurance provided.

4. Late Billing: If presentation of a bill by GTN is delayed after the date specified in Section 6.7 paragraph 1 hereof, then the time for payment shall be extended correspondingly unless Shipper is responsible for such delay.
5. Adjustment of Billing Error: In accordance with NAESB Standard 3.3.15, prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

#### 6.19.4 Nominations.

(a) Information to be Provided with Nomination.

A Shipper may nominate for transportation service on GTN electronically in accordance with Section 6.34 of the General Terms and Conditions of this Tariff. In accordance with NAESB Standard 1.3.5, all nominations should include Shipper-defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Shipper's contract.

All nominations shall include, at a minimum:

- a daily quantity of gas to be transported (expressed in Dekatherms);
- previously approved and valid receipt and delivery points; and
- shipper defined begin dates and end dates.

Shipper shall provide as a component of its nomination such business conditional data sets as may be required by GTN to enable it to identify, confirm, and schedule the nomination. Shipper shall also prioritize nominated receipts and deliveries when there is more than one supplier and more than one Shipper customer, respectively. Shipper designated priorities will be used to allocate gas when upstream and downstream nominations vary from GTN's Shipper nominations.

Shipper may nominate for any period of days, provided the nomination begin and end dates are within the term of the Shipper's Transportation Service Agreement or exhibit. Such nominations shall be deemed "Standing Nominations." All types of Nominations must be clearly and separately identified so that priorities of service can be distinguished. As required by NAESB Standard 1.3.19, overrun quantities should be requested on a separate transaction.

The receipt of the nomination is notice that all necessary regulatory approvals have been received and that valid upstream and downstream transportation and other contractual arrangements are in place.

(b) Nomination Cycles.

In accordance with NAESB Standard 1.3.2, GTN will utilize the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard 0.3.17):

(i) THE TIMELY NOMINATION CYCLE

On the day prior to gas flow:

1:00 p.m. Nominations leave control of the service requester;

1:15 p.m. Nominations are received by GTN (including from Title Transfer Tracking Service Providers (TTTSPs));

1:30 p.m. GTN sends the Quick Response to the service requester;

4:30 p.m. GTN receives completed confirmations from confirming parties;

5:00 p.m. Service requester and point operator receive scheduled quantities from GTN.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(ii) THE EVENING NOMINATION CYCLE

On the day prior to gas flow:

6:00 p.m. Nominations leave control of the service requester;

6:15 p.m. Nominations are received by GTN (including from TTTSPs);

6:30 p.m. GTN sends the Quick Response to the service requester;

8:30 p.m. GTN receives completed confirmations from confirming parties;

9:00 p.m. GTN provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

(iii) THE INTRADAY 1 NOMINATION CYCLE

On the Current Gas Day:

10:00 a.m. Nominations leave control of the service requester;

10:15 a.m. Nominations are received by GTN (including from TTTSPs);

10:30 a.m. GTN sends the Quick Response to the service requester;

12:30 p.m. GTN receives completed confirmations from confirming parties;

1:00 p.m. GTN provides scheduled quantities to affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(iv) THE INTRADAY 2 NOMINATION CYCLE

On the current Gas Day:

2:30 p.m. Nominations leave control of the service requester;

2:45 p.m. Nominations are received by GTN (including from TTTSPs);

3:00 p.m. GTN sends the Quick Response to the service requester;

5:00 p.m. GTN receives completed confirmations from confirming parties;

5:30 p.m. GTN provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(v) THE INTRADAY 3 NOMINATION CYCLE

On the current Gas Day:

7:00 p.m. Nominations leave control of the service requester;

7:15 p.m. Nominations are received by GTN (including from TTTSPs);

7:30 p.m. GTN sends the Quick Response to the service requester;

9:30 p.m. GTN receives completed confirmations from confirming parties;

10:00 p.m. GTN provides scheduled quantities to the affected service requester and point operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

- (vi) For purposes of NAESB Standards 1.3.2(ii), (iii), (iv) and (v) (reflected in Sections 6.19.4(b)(ii) through 6.19.4(b)(v) above), the word "provides" shall mean, for transmittals pursuant to NAESB Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

Transporter shall, at the end of each business day, make available to each Shipper information containing scheduled quantities including scheduled intraday nominations and any other scheduling changes.

GTN shall have the discretion to accept nominations at such later times as operating conditions permit and without detrimental impact to other Shippers and upon confirmation that corresponding upstream and downstream arrangements in a manner satisfactory to GTN have been made. In the event later nominations are accepted, GTN will schedule those nominations after the nominations received before the nominations deadline, which is in accordance with NAESB Standard 1.3.6, that states nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

(c) Changes to Nominations.

(1) Changes to Standing Nominations.

In accordance with NAESB Standard 1.3.7, all nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. A nomination for a period within the start and end dates of a Standing Nomination replaces the Standing Nomination for the specific gas day(s) only and does not replace the remainder of the Standing Nomination.

Such nominations must be received by GTN's Transportation Department in accordance with the scheduling timelines set out in Section 6.19.4(b).

In the event GTN does not receive information of upstream or downstream adjustments, GTN shall use the lesser of the new nomination or the previous nomination.

(2) Intraday Nominations.

In accordance with NAESB Standard 1.3.8, all transportation service providers should allow for intraday nominations. Requests to amend previously scheduled nominations may be accepted during the gas day, subject to operational conditions and, further that corresponding upstream and downstream adjustments in a manner satisfactory to GTN can be confirmed. In accordance with NAESB Standard 1.3.11, such intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. A request to increase a nomination for firm transportation up to the MDQ specified in the Service Agreement will be accommodated to the extent operating conditions permit. Firm intraday nominations other than during the Intraday 2 Nomination Cycle shall have priority over nominated and scheduled interruptible volumes. Interruptible intraday nominations other than during the Intraday 2 Nomination Cycle shall have priority over other nominated and scheduled interruptible volumes subject to the interruptible service priorities set forth in Section 6.19.2.

Intraday Nominations do not have roll-over options and will replace the Standing Nomination only for the duration of the Gas Day. Quantities for Intraday Nominations will be expressed in Dekatherms, and represent the total quantities to be delivered prior to the end of the effective Gas Day.

- (3) In accordance with NAESB Standard 1.3.9, all nominations, including Intraday Nominations, should be based on a daily quantity; thus, an Intraday Nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the Intraday Nomination, if not otherwise addressed in transporter's contract or tariff.

(d) Information Reliability.

GTN shall be allowed to rely conclusively on the information submitted as part of the nomination in confirming the nomination for scheduling and allocation. Shipper must provide electronically to GTN Shipper's current designated contact, after hours and emergency telephone numbers. Such information must be updated as often as changes to such information occurs. GTN may rely solely upon the information provided by Shipper and will not be liable to Shipper if Shipper's contact information is outdated and communication attempts with such Shipper are unsuccessful.

(e) Uniform Hourly Rates.

Scheduled quantities will be received and delivered at a uniform hourly rate of confirmed quantity divided by 24, unless as determined by GTN, variance from the hourly rate will not be detrimental to the operation of the pipeline or adversely affect other GTN Shippers.

(f) North American Energy Standards Board Standards.

Nominations for service on GTN shall be further governed by the following standards adopted by the North American Energy Standards Board.

1.3.13; 1.3.14; 1.3.16; 1.3.22; and 1.3.23.

(g) Nomination of Service Fee.

GTN may, upon mutual agreement with Shipper, enter into agency agreements on third-party pipelines that will allow GTN to place transportation service nominations for Shipper on both GTN and other third-party pipelines. A nomination of service fee shall be negotiated between GTN and Shipper for such service. GTN will provide this service on a non-discriminatory basis.

### 6.28.3 Notice Requirements.

Any Releasing Shipper electing to release capacity shall submit a notice via GTN's EBB that it elects to release firm capacity. The notice shall set forth the following information:

- (a) Releasing Shipper's legal name, contract number, and the name, e-mail, and telephone number of the individual responsible for authorizing the release of capacity.
- (b) Rate schedule of the Releasing Shipper.
- (c) In accordance with NAESB Standard 5.3.26, the Releasing Shipper should specify which one of the following methods is acceptable for bidding on a given capacity release offer:
  - Non-Index-based release - dollars and cents,
  - Non-Index-based release - percentage of maximum rate, or
  - Index-based formula as detailed in the capacity release offer.

The Bids for the given capacity release Offer should adhere to the method specified by the Releasing Shipper. If a volumetric rate is used, Releasing Shipper must indicate whether bids on a reservation charge basis will be accepted as well and if so must specify the method of evaluating the two types of bids.

- (d) Daily quantity of capacity to be released, expressed in Dth/d, at the designated delivery point(s). (This must not exceed Releasing Shipper's maximum contract demand available for capacity release and shall state the minimum quantity expressed in Dth/d acceptable for release.)
- (e) The term of the release, identifying the date release is to begin and terminate. The minimum release term acceptable to GTN shall be one day.
- (f) Whether the Releasing Shipper is willing to consider release for a shorter period of time than that specified in (e) above and if so, the minimum acceptable period of release.
- (g) The receipt and delivery point.
- (h) Whether Option 1, 2, 3, or 4 shall be used to determine the highest valued bid (see Section 6.28.7(a) for a description of bid evaluation options).

- (i) Whether the Releasing Shipper requests to waive the creditworthiness requirements, in accordance with Section 6.18.4.3. Regardless of such request, Releasing Shipper will remain liable for all charges.
- (j) Whether Releasing Shipper is a marketing or other affiliate of GTN.
- (k) If release is a prearranged release, the Prearranged Shipper must be qualified pursuant to the criteria of Section 6.28.6(a) unless waived above. Releasing Shipper shall include the Prearranged Shipper bid information pursuant to Section 6.28.6(b) with its release information and shall indicate whether the Prearranged Shipper is affiliated with GTN or the Releasing Shipper.
- (l) Any special nondiscriminatory terms and conditions applicable to the release, such as whether the Replacement Shipper will be prohibited from changing Primary Points.
- (m) Tie-breaker method preferred: (1) pro rata or (2) order of submission (first-come/first-serve). If none are selected, the system defaults to pro rata.
- (n) Recall provisions. These provisions must be objectively stated, nondiscriminatory, applicable to all bidders, operationally and administratively feasible as determined by GTN and in accordance with GTN's Tariff.
- (o) The minimum rate (percentage of: reservation charge or a volumetric equivalent of the maximum reservation charge applicable to the Parcel on a 100% load-factor basis) acceptable to Releasor for this Parcel.
- (p) Whether the Releasing Shipper is willing to accept contingent bids and, if so, any nondiscriminatory terms and conditions applicable to such contingencies including the date by which such contingency must be satisfied (which date shall not be later than the last day of the Bid Period).
- (q) Whether the Releasing Shipper wants to specify a longer bidding period for its Parcel than specified at Section 6.28.8.

## 6.28.6 Bidding for a Parcel.

### (a) Preliminary Qualification.

Replacement Shippers are encouraged to demonstrate creditworthiness in advance of any postings through the customer activities link on GTN's Internet website as credit requirements will take differing amounts of time to process depending on the particular financial profile of Replacement Shippers.

Releasing Shippers may exercise their option to waive the credit requirements, in accordance with Section 6.18.4.3, for any Replacement Shipper wishing to bid on a Parcel posted by that Releasing Shipper. Such waiver must be made on a nondiscriminatory basis. Releasing Shipper must inform GTN of such waiver through the customer activities link on GTN's Internet website before it will authorize such Replacement Shipper's participation with respect to that particular Parcel.

Should a Releasing Shipper waive the credit requirements for a Replacement Shipper, the Releasing Shipper shall be liable for all charges incurred by the Replacement Shipper in the event such Replacement Shipper defaults on payment to GTN for such capacity release service.

Any potential Replacement Shipper may submit a bid for Parcels posted for release. GTN will determine the highest valued bid, based on the bid evaluation method selected by the Releasing Shipper, and verify that the Shipper placing the bid meets GTN's credit requirements before awarding the parcel. Upon notification by GTN of an award of a Parcel, GTN shall complete a new FTS-1 or LFS-1 contract with the particulars of the awarded Parcel and Replacement Shipper shall execute this new contract electronically.

Once a Replacement Shipper has acquired capacity, authority is granted to the Replacement Shipper to release that capacity, unless the Releasing Shipper has specified that the Parcel cannot be re-released.

The execution of the FTS-1 or LFS-1 service agreement will constitute an obligation on the part of the Replacement Shipper to be bound by the terms and conditions of GTN's capacity release program as set forth in these Transportation General Terms and Conditions.

### (b) Submitting a Bid.

All bids must be submitted through the customer activities link on GTN's Internet website. Such bids shall be "open" for all participants to review. The particulars

of all bids will be available for review but not the identity of bidders. GTN will post the identity of the winning bidder(s) only.

A Replacement Shipper cannot request that its bid be "closed", nor can a Releasing Shipper specify that "closed" bids be submitted on its releases. A Replacement Shipper may submit only one bid per Parcel posted at any one point in time. Bids received after the close of the Bid Period shall be invalid. The Replacement Shipper may bid for no more than the quantity of the Parcel posted by the Releasing Shipper. Simultaneous bids for more than one Parcel are permitted.

A valid bid to contract for a Parcel must contain the following information:

- (1) Replacement Shipper's legal name, e-mail, telephone number and the name of the individual responsible for authorizing the bid.
  - (2) The identification of the Parcel bid on.
  - (3) Term of service requested. The term of service must not exceed the term included in the Parcel.
  - (4) Percentage of the applicable maximum rate or price in dollars and cents per Dth/d, that the Replacement Shipper is willing to pay for non-index-based releases or the index-based formula as detailed in the capacity release offer. A Replacement Shipper may not bid below the minimum applicable charge or rate.
  - (5) The quantity desired not to exceed the quantity contained in the Parcel, expressed on a Dth/d delivered basis and greater than the minimum quantity acceptable to Replacement Shipper.
  - (6) Whether or not Replacement Shipper is an affiliate of the Releasing Shipper.
  - (7) An affirmative statement that Replacement Shipper agrees to be bound by the terms and conditions of Rate Schedule FTS-1 and GTN's capacity release provisions in its tariff.
  - (8) Whether the bid is a contingent bid.
- (c) Confirmation of Bids.

It is the Replacement Shipper's sole responsibility to confirm the correctness of the submitted bid and to take any corrective action necessary by resubmitting a bid

when notified of an invalid or incomplete bid by GTN. This must be done before the close of the Bid Period.

(d) Withdrawn or Revision of Bids.

A previously submitted bid may be withdrawn or revised and resubmitted at any time prior to the close of the Bid Period with no obligation on the Replacement Shipper's part. In accordance with NAESB Standard 5.3.15, bids cannot be withdrawn after the bid period ends. Resubmitted bids must be equal to or greater in value than the initial bids. Lower valued bids will be invalid. In accordance with NAESB Standard 5.3.13, bids should be binding until notice of withdrawal is received by GTN on its Internet website.

#### 6.28.8 Scheduling of Parcels, Bids and Notifications.

In accordance with NAESB Standard 5.3.2, the following timelines, stated in CCT, apply to capacity release transactions.

For biddable releases (1 year or less):

- Offers should be tendered such that they can be posted by 9:00 A.M. on a Business Day.
- Open season ends at 10:00 A.M. on the same or a subsequent Business Day.
- Evaluation period begins at 10:00 A.M. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 A.M.
- Where match is required, the match is communicated by 11:00 A.M., the match response occurs by 11:30 A.M., and the award is posted by 12:00 noon.
- The contract is issued within one hour of the award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than 1 year):

- Offers should be tendered such that they can be posted by 9:00 A.M. on a Business Day.
- Open season shall include no less than three 9:00 A.M. to 10:00 A.M. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 A.M. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 A.M.
- Where match is required, the match is communicated by 11:00 A.M., the match response occurs by 11:30 A.M., and the award is posted by 12:00 noon.
- The contract is issued within one hour of the award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For non-biddable releases:

- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

- Timely Cycle            12:00 noon
- Evening Cycle           5:00 P.M.
- Intraday 1 Cycle        9:00 A.M.

- Intraday 2 Cycle 1:30 P.M.
  - Intraday 3 Cycle 6:00 P.M.
- 
- The contract is issued within one hour of the award posting (with a new contract number, when applicable).
  - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

6.28.9 Capacity Recall and Reput.

(a) Capacity Recall.

Releasing Shipper(s) may, to the extent permitted as a condition of capacity release, recall released capacity (scheduled or unscheduled) in accordance with NAESB Standard 5.3.44. In accordance with NAESB Standard 5.3.55, recall quantities should be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. Notification to Replacement Shippers shall be provided by Transporter within one hour of receipt of recall notification.

(b) Capacity Reput.

In accordance with NAESB Standard 5.3.7, capacity that has been recalled by the Releasing Shipper may be reput to the Replacement Shipper in accordance with the reput provisions of the release (See Section 6.28.3(o)). Shipper seeking to reput capacity shall notify GTN of the reput by 8:00 A.M. It is the Releasing Shipper's obligation to notify and secure any necessary agreement by the Replacement Shipper to accept the reput under the terms of the release prior to notifying GTN.

(c) In accordance with NAESB Standard 5.3.8, reput method and rights should be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper.

## 6.41 GAS INDUSTRY STANDARDS

Compliance with 18 CFR, Section 284.12

GTN has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [\*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff record</u>
1.2.4	GT&C – Definitions, 6.1(27)
1.3.1*	GT&C – Definitions, 6.1(1)
1.3.2(i-vi)	GT&C – Nominations, 6.19.4(b)
1.3.5*	GT&C – Nominations, 6.19.4(a)
1.3.6	GT&C – Nominations, 6.19.4(b)(v)
1.3.7	GT&C – Nominations, 6.19.4(c)(1)
1.3.8*	GT&C – Nominations, 6.19.4(c)(2)
1.3.9*	GT&C – Nominations, 6.19.4(c)(3)
1.3.11*	GT&C – Nominations, 6.19.4(c)(2)
1.3.19	GT&C – Nominations, 6.19.4(a)
2.3.7	GT&C – Inspection of Equipment and Records, 6.6(3)
2.3.9	GT&C – Definitions, 6.1(7)
2.3.11	GT&C – Inspection of Equipment and Records, 6.6(3)
2.3.14	GT&C – Inspection of Equipment and Records, 6.6(3)
3.3.14	GT&C – Billing, 6.7(1)
3.3.15	GT&C – Payment, 6.8(5)
3.3.17	GT&C – Payment, 6.8(1)
5.3.2	GT&C – Scheduling of Parcels, Bids, and Notifications, 6.28.8
5.3.3	GT&C – Allocation of Parcels, 6.28.7(a)
5.3.7	GT&C – Capacity Recall and Reput, 6.28.9(b)
5.3.8	GT&C – Capacity Recall and Reput, 6.28.9(c)
5.3.13	GT&C – Bidding for a Parcel, 6.28.6(d)
5.3.14	GT&C – Posting of a Parcel, 6.28.5
5.3.15	GT&C – Bidding for a Parcel, 6.28.6(d)
5.3.26	GT&C – Notice Requirements, 6.28.3(c)
5.3.55	GT&C – Capacity Recall and Reput, 6.28.9(a)

Standards Incorporated by Reference:

Additional Standards:

General:

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4, 0.2.5

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets:

0.4.2\*, 0.4.3

Location Data Download:

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:

0.4.4\*

Storage Information:

Data Sets:

0.4.1\*

Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 12.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.3, 1.3.4, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33\*, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81

Data Sets:

1.4.1\*, 1.4.2\*, 1.4.3\*, 1.4.4\*, 1.4.5\*, 1.4.6\*, 1.4.7\*

Flowing Gas Related Standards:

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.8, 2.3.10, 2.3.12, 2.3.13, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Data Sets:

2.4.1\*, 2.4.2, 2.4.3\*, 2.4.4\*, 2.4.5\*, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Definition:

3.2.1

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Data Sets:

3.4.1\*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13,  
4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26,  
4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40,  
4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52,  
4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68,  
4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85,  
4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97,  
4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105

Capacity Release Standards:

Definitions:

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.1, 5.3.4, 5.3.5, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.16, 5.3.18, 5.3.19, 5.3.20, 5.3.21,  
5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35,  
5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47,  
5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56\*, 5.3.57, 5.3.58, 5.3.59,  
5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70,  
5.3.71, 5.3.72, 5.3.73

Data Sets:

5.4.14, 5.4.15, 5.4.16\*, 5.4.17, 5.4.20\*, 5.4.21\*, 5.4.22\*, 5.4.23, 5.4.24\*, 5.4.25,  
5.4.26\*, 5.4.27

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11,  
10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20,  
10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29,  
10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12,  
10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22,  
10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

## **Appendix B**

### **Gas Transmission Northwest LLC**

#### ***FERC Gas Tariff, Fourth Revised Volume No. 1-A***

#### ***Marked Tariff***

<b><u>Tariff Section</u></b>	<b><u>Version</u></b>
6.1 – GT&C, Definitions	v.8.0.0
6.6 – GT&C, Inspection of Equipment and Records	v.4.0.0
6.7 – GT&C, Billing	v.4.0.0
6.8 – GT&C, Payment	v.5.0.0
6.19.4 – GT&C, Nominations	v.5.0.0
6.28.3 – GT&C, Notice Requirements	v.7.0.0
6.28.6 – GT&C, Bidding for a Parcel	v.8.0.0
6.28.8 – GT&C, Scheduling of Parcels, Bids and Notifications	v.4.0.0
6.28.9 – GT&C, Capacity Recall and Reput	v.4.0.0
6.41 – GT&C, Gas Industry Standards	v.5.0.0

## 6.1 DEFINITIONS

1. **Gas Day:** In accordance with NAESB Standard 1.3.1, the term "Gas Day" shall be 9:00 a.m. to 9:00 a.m. Central Clock Time (7:00 a.m. to 7:00 a.m. Pacific Clock Time).
2. **Business Day:** The term "Business Day" shall mean Monday through Friday, excluding U.S. Federal Banking Holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico.
3. **Month:** The word "month" shall mean a period extending from the beginning of the first day in a calendar month to the beginning of the first day in the next succeeding calendar month.
4. **Maximum Daily Quantity:** The term "Maximum Daily Quantity" (MDQ) shall mean the maximum daily quantity in Dth of gas which GTN agrees to deliver exclusive of an allowance for compressor station fuel, line loss and other unaccounted for gas and transport for the account of Shipper to Shipper's point(s) of delivery on each day during each year during the term of Shipper's Transportation Service Agreement with GTN.
5. **Energy Affiliate:** The term "Energy Affiliate" shall have the meaning provided in Commission Order No. 2004, et seq.
6. **Gas:** The word "gas" shall mean natural gas.
7. **Cubic Foot of Gas:** The term "cubic foot of gas" is defined in accordance with NAESB Standard 2.3.9 as that quantity of gas which measures one (1) cubic foot at standard conditions of 14.73 dry psia, 60 degrees F. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C. Standard 2.3.9 states in full "Standardize the reporting basis for Btu as 14.73 psia ~~and at~~ 60 degrees F (101.325 kPa and 15 degrees C), and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm<sup>2</sup> and 15.6 degrees C and dry. Standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, at 60 degrees, F and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, at 15 degrees C, and dry."

NAESB WGQ takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does NAESB WGQ state whether transactions may take place between parties on a volumetric basis.

8. Mcf: The term "Mcf" shall mean one thousand (1,000) cubic feet of gas and shall be measured as set forth in Section 6.1 paragraph 7 hereof. The term "MMcf" shall mean one million (1,000,000) cubic feet of gas.
9. Dekatherm: The term "Dekatherm" (or "Dth") is the quantity of heat energy equivalent to one million (1,000,000 British Thermal Units (MMBtu). Dth is the standard quantity for Nominations, confirmations and Scheduled Quantities in the United States. For purposes of this tariff and associated Service Agreements, the terms MMBtu and Dth are synonymous.
10. Btu: The term "Btu" shall mean British Thermal Unit. The term "MMBtu" shall mean one million (1,000,000) British Thermal Units. The reporting basis for Btu shall be standardized as 14.73 dry psia and 60 degrees (60°) Fahrenheit (101.325 kPa and 15.6 degrees C).
11. Gross Heating Value: The term "gross heating value" shall mean the number of Btus in a cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit, saturated with water vapor, and at an absolute pressure equivalent to thirty (30) inches of mercury at thirty-two degrees (32°) Fahrenheit.
12. Psig: The term "psig" shall means pounds per square inch gauge.
13. Releasing Shipper: A firm transportation Shipper which intends to post its service to be released to a Replacement Shipper, has posted the service for release, or has released its service.
14. Replacement Shipper: A Shipper which has contracted to utilize a Releasing Shipper's service for a specified period of time.
15. Posting Period: The period of time during which a Releasing Shipper may post, or have posted by the pipeline, all or a part of its service for release to a Replacement Shipper.
16. Release Term: The period of time during which a Releasing Shipper intends to release, or has released all or a portion of its contracted quantity of service to a Replacement Shipper.
17. Bid Period: The period of time during which a Replacement Shipper may bid to contract for a parcel which has been posted for release by a Releasing Shipper.
18. Parcel: The term utilized to describe an amount of capacity, expressed in Dth/d, from a specific receipt point to a specific delivery point for a specific period of time which is released and bid on pursuant to the capacity release provisions contained in Section 6.28 of these Transportation General Terms and Conditions.

19. **Primary Release:** The term used to describe the release of capacity by a Releasing Shipper receiving service under a Part 284 firm transportation rate schedule.
20. **Secondary Release:** The term used to describe the release of capacity by a Replacement Shipper receiving service under a Part 284 firm transportation rate schedule.
21. **Bid Reconciliation Period:** The period of time subsequent to the Bid Period during which bids are evaluated by GTN.
22. **Match Period:** The period of time subsequent to the Bid Reconciliation Period and before the notification deadline for awarding capacity for Prearranged Deals that require bidding. During this period, the Prearranged Shipper may match any higher bids for the Parcel.
23. **Mainline Facilities:** The term "Mainline Facilities" shall mean the 36-inch and 42-inch mains and appurtenant facilities extending from the interconnection with the pipeline facilities of TransCanada PipeLines Limited B.C. System and Foothills Pipe Lines (South B.C.) Ltd., near Kingsgate, British Columbia to the interconnection with the pipeline facilities of Pacific Gas and Electric Company near Malin, Oregon.
24. **Extension Facilities:** The term "Extension Facilities" shall mean the 12-inch mains and appurtenant facilities extending from GTN's mainline facilities at Milepost 304.25 and the 16-inch and 12-inch mains and appurtenant facilities extending from GTN's Mainline Facilities at Milepost 599.20 that were authorized in Docket No. CP93-618-000. The term "Extension Facility" shall mean one of the Extension Facilities.
25. **Subject Shipper:** The term "Subject Shipper" shall mean the Shippers identified in Appendix G of the Stipulation and Agreement in Docket No. RP94-149-000, et al., and Shippers that have obtained service rights from such Shippers.
26. **Nominations:** A "Nomination" shall be the provision of information to GTN necessary to effectuate a transportation transaction. Specific Nomination procedures are set forth in Section 6.19.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
27. **Intraday Nomination:** An "Intraday Nomination" is a Nomination submitted after the Nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of the Gas Day.

28. North American Energy Standards Board Standards: The term "North American Energy Standards Board Standards" or "NAESB Standards" shall mean the standardized business practices and electronic communication practices promulgated by the North American Energy Standards Board from time to time and incorporated in the Code of Federal Regulations by the Federal Energy Regulatory Commission.
29. Asset Manager: A party that agrees to manage gas supply and delivery arrangements, including transportation and storage capacity, for another party. The asset manager uses released capacity to serve the gas supply requirements of the releasing shipper and, when the capacity is not needed for that purpose, uses the capacity to make releases or bundled sales to third parties.
30. Forward Haul: The term "Forward Haul" shall refer to (1) transportation service on GTN's mainline system in which the nominated direction of flow from receipt point to delivery point is from north to south or (2) transportation service on a GTN lateral in which the nominated direction of flow from receipt point to delivery point is in the same direction as physical gas flow on the lateral.
31. Backhaul: The term "Backhaul" shall refer to transportation service on GTN's mainline system and laterals that is in the opposite direction of a Forward Haul as defined in Section 6.1 paragraph 30 above.
32. Primary Path: The term "Primary Path" shall mean the transportation path established by the receipt and delivery points as set forth in Shipper's executed Service Agreement. A shipper's Primary Path may be either a Forward Haul or a Backhaul as defined in Section 6.1 paragraphs 30 and 31 above.
33. Reverse Path: The term "Reverse Path" shall mean the transportation path that is in the opposite direction of that Shipper's Primary Path as defined in Section 6.1 paragraph 32 above. A Shipper's Reverse Path may be either a Forward Haul or a Backhaul as defined in Section 6.1 paragraphs 30 and 31 above. Reverse Path transactions rely on secondary point rights and are subject to the operating conditions of GTN's pipeline and will not be made available to Shipper if GTN determines, in its sole discretion, that such transportation is operationally infeasible or otherwise not available.
34. Negotiated Rate: The term "Negotiated Rate" shall mean a rate (including a Negotiated Rate Formula) that GTN and a Shipper have agreed will be charged for service under Rate Schedules FTS-1, LFS-1, ITS-1 or PAL where, for all or a portion of the contract term, one or more of the individual components of such rate may exceed the maximum rate, or be less than the minimum rate, for such component set forth in GTN's tariff for the given service. Any Agreement entered into after the effective date of this subsection which provides for a rate under Rate

Schedules FTS-1, LFS-1, ITS-1 or PAL other than the applicable maximum rate shall contain a provision setting out the mutual agreement of the parties as to whether the pricing terms represent a discounted rate or a negotiated rate.

35. **Negotiated Rate Formula:** The term "Negotiated Rate Formula" shall mean a rate formula that GTN and a Shipper have agreed will apply to service under a specific contract under Rate Schedules FTS-1, LFS-1, ITS-1 or PAL which results in a rate where, for all or a portion of the contract term, one or more of the individual components of such rate may exceed the maximum rate, or may be less than the minimum rate, for such component set forth in GTN's Tariff for the given service.
36. **Recourse Rate:** The term "Recourse Rate" shall mean the applicable maximum rate that would apply to each respective Rate Schedule as set forth in the Statement of Rates of this FERC Gas Tariff.
37. **Existing Capacity:** The term "Existing Capacity" shall mean capacity that has been in-service beyond the initial terms of Agreements that originally supported the construction of such capacity. Existing Capacity additionally includes capacity that is still within such initial terms where Shipper Agreements pertaining to the capacity have been terminated by the pipeline. Existing Capacity additionally includes unsubscribed capacity created as part of a pipeline expansion project.
38. **Expansion Capacity:** The term "Expansion Capacity" shall mean capacity that is added to the pipeline system as part of a system expansion project where such capacity is still within the initial contract term(s) of the Agreement(s) that originally supported the construction of such capacity. Expansion Capacity includes permanent releases of capacity that are within the initial term of an original Shipper's contract.
39. **Long-Term Firm Capacity:** The term "Long-Term Firm Capacity" shall mean firm capacity that is provided on GTN's system for periods of 365 days or longer, but which may also be sold as Short-Term Firm Capacity. Unsubscribed Long-Term Firm Capacity is posted under the capacity option in the info postings menu on GTN's Internet website.
40. **Short-Term Firm Capacity:** The term "Short-Term Firm Capacity" shall mean firm capacity that is provided on GTN's system for periods of time that are less than 365 days. Unsubscribed Short-Term Firm Capacity is posted under the capacity option in the info postings menu on GTN's Internet website.
41. **Operationally Available Capacity:** The term "Operationally Available Capacity" shall mean capacity that is available on a day-to-day basis and is equal to the physical capacities of individual receipt and delivery points less amounts scheduled

to be received/delivered at such points. Operationally Available Capacity is posted under the capacity option in the info postings menu on GTN's Internet website.

42. The term "PAL Point" shall mean the point on GTN's system referenced on Exhibit A of a PAL Service Agreement where a Shipper can park or GTN can lend quantities of gas.
43. The term "Maximum Quantity" shall mean the maximum quantity of gas available to Shipper for PAL Service as stated on Exhibit A of a PAL Service Agreement.

## 6.6 INSPECTION OF EQUIPMENT AND RECORDS

1. **Inspection of Equipment and Data:** GTN and Shipper shall have the right to inspect equipment installed or furnished by the other, and the charts and other measurement or test data of the other, at all times during business hours; but the reading, calibration and adjustment of such equipment and changing of charts shall be done only by the entity installing or furnishing same. Unless GTN and Shipper otherwise agree, each shall preserve all original test data, charts and other similar records in such party's possession, for a period of at least six (6) years.
2. **Information for Billing:** When information necessary for billing by GTN is in the control of Shipper, Shipper shall furnish such information, estimated if actual is not available, to GTN on or before the third (3rd) working day of the month following the month transportation service was rendered. If Shipper furnishes estimated information, the actual information shall be furnished to GTN on or before the fifth (5th) working day of the month following the month transportation service was rendered.
3. **Verification of Computations:** GTN and Shipper shall have the right to examine at reasonable times the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to these Transportation General Terms and Conditions and to the rate schedules to which they apply, within twelve (12) months of any such statement, charge or computation. The time limitation for disputing allocations shall be six (6) months from the date of initial month-end allocation with a three-month rebuttal period, provided, however, that this limitation shall not apply in the case of a deliberate omission or misrepresentation or mutual mistake of fact, and shall not diminish the parties' other statutory or contractual rights. In accordance with NAESB Standard 2.3.11, a meter adjustment or correction becomes a prior period adjustment after the fifth (5th) business day following the Business Month. Any measurement of prior period adjustments are taken back to the production month. These provisions are in accordance with NAESB Standard 2.3.7, which establishes a cutoff for the closing of measurement of 5 business days after business month.

In accordance with NAESB Standard 2.3.14, measurement data corrections should be processed within 6 months of the production month with a 3-month rebuttal period. However, it is recognized that this latter standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

## 6.7 BILLING

1. **Billing Under All Rate Schedules:** On or before the ninth (9th) business day of each month, GTN shall render a bill to each Shipper under all applicable Rate Schedules for the service(s) rendered during the preceding month, which is in accordance with NAESB Standard 3.3.14, which provides that the imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered (made available) to the designated site.
2. **Third Party Charges.** Shipper shall be responsible for delivering all gas to, and accepting redelivery of all Gas from, Transporter's system, and shall be free to contract with third party(ies) upstream or downstream of Transporter's system to achieve such result. If Shipper requests, and Transporter agrees, Transporter will contract with third party(ies) for the benefit of Shipper and Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay such third party(ies), which charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel charges, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such charges shall be set forth as separate items on billings rendered to Shipper.
3. **Invoice Consolidation Fee.** GTN may, upon mutual agreement with Shipper, enter into agency agreements on third-party pipelines that will allow GTN to receive third-party pipeline invoices billed to Shipper and consolidate such invoices with GTN's monthly invoice to Shipper. An invoice consolidation fee shall be negotiated between GTN and Shipper for such service. GTN will provide this service on a non-discriminatory basis.

## 6.8 PAYMENT

1. **Payment Under All Rate Schedules:** On or before the tenth day following the date GTN's bill is rendered in accordance with Section 6.7 paragraph 1 of these General Terms and Conditions, each Shipper under all applicable Rate Schedules shall pay to or upon the order of GTN in lawful money of the United States at GTN's office in Houston, Texas, the amount of the bill rendered by GTN. In accordance with NAESB Standard 3.3.17, party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date. Shipper shall identify invoice numbers on all payments. In the event a Shipper disputes any portion of the invoice, Shipper shall pay that portion of the invoice not in dispute when due and provide supporting documentation identifying the basis for the dispute.
2. **Interest on Unpaid Amounts:** Should Shipper fail to pay the amount of any bill rendered by GTN when such amount is due, interest thereon shall accrue from the due date until paid at the rate of interest effective from time to time under 18 CFR Section 154.501.
3. **Remedies for Failure to Pay:** If a Shipper's failure to pay the undisputed portion of an invoice continues for thirty (30) days after payment is due, GTN, in addition to any other remedy it may have, may suspend further delivery of gas until such amount is paid.

If Shipper's failure to pay extends beyond thirty (30) days after payment is due, in addition to suspending service under Shipper's Transportation Service Agreement(s), GTN shall have the right to terminate service. To the extent that GTN seeks to terminate a Shipper's Transportation Service Agreement, GTN will provide written notice to Shipper, the Commission, and any Replacement Shipper(s) that has obtained temporary release capacity from Shipper, that if Shipper fails to make payment within fifteen (15) days, GTN will terminate Shipper's Transportation Service Agreement(s) and may exercise any other remedy available to Transporter hereunder, at law or in equity.

However, if Shipper, in good faith, disputes the amount of any bill or part thereof by providing written notice of its dispute including documentation identifying the basis of the dispute and (1) promptly pays to GTN the undisputed amount when due, and (2) on or before the due date of such bill, furnishes to GTN a good and sufficient financial assurance acceptable to GTN of the disputed amount (which may be ultimately found due to GTN upon a final determination that may be

reached either by agreement or by judgement of the courts, as may be the case), then GTN shall not be entitled to automatically suspend or terminate service under the Transportation Service Agreement(s) unless and until a default is made in the conditions of the financial assurance; provided further that should Shipper prevail on the dispute, GTN shall reimburse Shipper up to the reasonable and customary costs of the financial assurance provided.

4. Late Billing: If presentation of a bill by GTN is delayed after the date specified in Section 6.7 paragraph 1 hereof, then the time for payment shall be extended correspondingly unless Shipper is responsible for such delay.
5. Adjustment of Billing Error: In accordance with NAESB Standard 3.3.15, prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

#### 6.19.4 Nominations.

(a) Information to be Provided with Nomination.

A Shipper may nominate for transportation service on GTN electronically in accordance with Section 6.34 of the General Terms and Conditions of this Tariff. In accordance with NAESB Standard 1.3.5, all nominations should include Shipper-defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Shipper's contract.

All nominations shall include, at a minimum:

- a daily quantity of gas to be transported (expressed in Dekatherms);
- previously approved and valid receipt and delivery points; and
- shipper defined begin dates and end dates.

Shipper shall provide as a component of its nomination such business conditional data sets as may be required by GTN to enable it to identify, confirm, and schedule the nomination. Shipper shall also prioritize nominated receipts and deliveries when there is more than one supplier and more than one Shipper customer, respectively. Shipper designated priorities will be used to allocate gas when upstream and downstream nominations vary from GTN's Shipper nominations.

Shipper may nominate for any period of days, provided the nomination begin and end dates are within the term of the Shipper's Transportation Service Agreement or exhibit. Such nominations shall be deemed "Standing Nominations." All types of Nominations must be clearly and separately identified so that priorities of service can be distinguished. As required by NAESB Standard 1.3.19, overrun quantities should be requested on a separate transaction.

The receipt of the nomination is notice that all necessary regulatory approvals have been received and that valid upstream and downstream transportation and other contractual arrangements are in place.

(b) Nomination Cycles.

In accordance with NAESB Standard 1.3.2, GTN will utilize the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard 0.3.17):

(i) THE TIMELY NOMINATION CYCLE:

On the day prior to gas flow:

~~11:30 a.m. 1:00 p.m. (CCT) (9:30 a.m. PCT)~~ Nominations leave control of the nominating party service requester;

~~11:45 a.m. 1:15 p.m. (CCT) (9:45 a.m. PCT)~~ receipt of Nominations are received by GTN (including from Title Transfer Tracking Service Providers (TTTSPs));

~~12:00 noon 1:30 p.m. (CCT) (2:00 p.m. PCT)~~ GTN sends the Quick Response to the service requester;

~~4:30 p.m. (CCT) (1:30 p.m. PCT)~~ receipt of GTN receives completed confirmations ~~by GTN from upstream and downstream connected parties~~ confirming parties;

~~4:30 5:00 p.m. (CCT) (2:30 p.m. PCT)~~ receipt of Service requester and point operator receive scheduled quantities ~~by Shipper and point operator (Central Clock Time on the day prior to flow)~~ from GTN.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(ii) THE EVENING NOMINATION CYCLE:

On the day prior to gas flow:

~~6:00 p.m. (CCT) (4:00 p.m. PCT)~~ Nominations leave control of the nominating party service requester;

~~6:15 p.m. (CCT) (4:15 p.m. PCT)~~ receipt of Nominations are received by GTN (including from TTTSPs);

~~6:30 p.m. (CCT) (4:30 p.m. PCT)~~ GTN sends the Quick Response to the service requester;

~~9:00 8:30 p.m. (CCT) (7:00 p.m. PCT)~~ receipt of GTN receives completed confirmations ~~by GTN from upstream and downstream connected parties~~ confirming parties;

~~10:00 p.m. (CCT) (8:00 p.m. PCT)~~ GTN provides scheduled quantities to the affected Shippers service requester and point operators, and provides scheduled quantities and notice to including bumped parties (notice to bumped

~~parties).—Advance notice to bumped parties shall be provided by telephone, facsimile, or electronic mail, at the Shipper's option.~~

Scheduled quantities resulting from ~~an Evening Nominations~~ will~~should~~ be effective at ~~9:00 a.m. (CCT) (7:00 a.m. PCT)~~the start of the next Gas Day on gas day.

(iii) THE INTRADAY 1 NOMINATION CYCLE:

On the Current Gas Day:

~~10:00 a.m. (CCT) (8:00 a.m. PCT) n~~Nominations leave control of the nominating party~~service requester;~~

~~10:15 a.m. (CCT) (8:15 a.m. PCT) receipt of n~~Nominations are received by GTN (including from TTTSPs);

~~10:30 a.m. (CCT) (8:30 a.m. PCT) GTN sends the Quick Response to the service requester;~~

~~1:00~~12:30 p.m. ~~(CCT) (11:00 a.m. PCT) receipt of~~GTN receives~~completed confirmations by GTN from upstream and downstream connected parties~~confirming parties;

~~21:00~~21:00 p.m. ~~(CCT) (12:00 noon PCT) GTN provides scheduled quantities to affected Shippers~~service requester and point operators, and provides scheduled quantities and notice to~~including~~ bumped parties (notice to bumped parties).~~—Advance notice to bumped parties shall be provided by telephone, facsimile, or electronic mail, at the Shipper's option.~~

Scheduled quantities resulting from Intraday 1 Nominations should be effective at ~~25:00~~25:00 p.m. ~~(CCT) (3:00 p.m. PCT) on the current Ggas D~~ay.

(iv) THE INTRADAY 2 NOMINATION CYCLE

On the current Gas Day:

2:30 p.m. Nominations leave control of the service requester;

2:45 p.m. Nominations are received by GTN (including from TTTSPs);

3:00 p.m. GTN sends the Quick Response to the service requester;

5:00 p.m. GTN receives completed confirmations from confirming parties;

5:30 p.m. GTN provides scheduled quantities to the affected service requester and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(iv) THE INTRADAY ~~2~~3 NOMINATION CYCLE:  
On the current Gas Day:

~~57:00 p.m. (CCT) (3:00 p.m. PCT) n~~Nominations leave control of the nominating party~~service requester;~~

~~57:15 p.m. (CCT) (3:15 p.m. PCT) receipt of n~~Nominations are received by GTN (including from TTTSPs);

~~57:30 p.m. (CCT) (3:30 p.m. PCT)~~GTN sends the Quick Response to the service requester;

~~8:00~~9:30 p.m. ~~(CCT) (6:00 p.m. PCT) receipt of~~GTN receives completed confirmations ~~by GTN from upstream and downstream connected parties~~confirming parties;

~~910:00 p.m. (CCT) (7:00 p.m. PCT)~~GTN provides scheduled quantities to the affected Shippers~~service requester~~ and point operators.

Scheduled quantities resulting from Intraday ~~2~~3 Nominations should be effective at ~~910:00 p.m. (CCT) (7:00 p.m. PCT)~~ on ~~the current~~ gGas dDay. Bumping is not allowed during the Intraday ~~2~~3 Nomination Cycle.

- (vi) For purposes of NAESB Standards 1.3.2(ii), (iii), (iv) and ~~i~~v (reflected in Sections 6.19.4(b)(ii) through 6.19.4(b)(~~iv~~v) above), the word "provides" shall mean, for transmittals pursuant to NAESB Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

Transporter shall, at the end of each business day, make available to each Shipper information containing scheduled quantities including scheduled intraday nominations and any other scheduling changes.

GTN shall have the discretion to accept nominations at such later times as operating conditions permit and without detrimental impact to other Shippers and upon confirmation that corresponding upstream and downstream arrangements in a manner satisfactory to GTN have been made. In the event later nominations are accepted, GTN will schedule those nominations after the

nominations received before the nominations deadline, which is in accordance with NAESB Standard 1.3.6, that states nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

(c) Changes to Nominations.

(1) Changes to Standing Nominations.

In accordance with NAESB Standard 1.3.7, all nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. A nomination for a period within the start and end dates of a Standing Nomination replaces the Standing Nomination for the specific gas day(s) only and does not replace the remainder of the Standing Nomination.

Such nominations must be received by GTN's Transportation Department in accordance with the scheduling timelines set out in Section 6.19.4(b).

In the event GTN does not receive information of upstream or downstream adjustments, GTN shall use the lesser of the new nomination or the previous nomination.

(2) Intraday Nominations.

In accordance with NAESB Standard 1.3.8, all transportation service providers should allow for intraday nominations. Requests to amend previously scheduled nominations may be accepted during the gas day, subject to operational conditions and, further that corresponding upstream and downstream adjustments in a manner satisfactory to GTN can be confirmed. In accordance with NAESB Standard 1.3.11, such intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. A request to increase a nomination for firm transportation up to the MDQ specified in the Service Agreement will be accommodated to the extent operating conditions permit. Firm intraday nominations other than during the Intraday 2 Nomination Cycle shall have priority over nominated and scheduled interruptible volumes. Interruptible intraday nominations other than during the Intraday 2

Nomination Cycle shall have priority over other nominated and scheduled interruptible volumes subject to the interruptible service priorities set forth in Section 6.19.2.

Intraday Nominations do not have roll-over options and will replace the Standing Nomination only for the duration of the Gas Day. Quantities for Intraday Nominations will be expressed in Dekatherms, and represent the total quantities to be delivered prior to the end of the effective Gas Day.

- (3) In accordance with NAESB Standard 1.3.9, all nominations, including Intraday Nominations, should be based on a daily quantity; thus, an Intraday Nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the Intraday Nomination, if not otherwise addressed in transporter's contract or tariff.

(d) Information Reliability.

GTN shall be allowed to rely conclusively on the information submitted as part of the nomination in confirming the nomination for scheduling and allocation. Shipper must provide electronically to GTN Shipper's current designated contact, after hours and emergency telephone numbers. Such information must be updated as often as changes to such information occurs. GTN may rely solely upon the information provided by Shipper and will not be liable to Shipper if Shipper's contact information is outdated and communication attempts with such Shipper are unsuccessful.

(e) Uniform Hourly Rates.

Scheduled quantities will be received and delivered at a uniform hourly rate of confirmed quantity divided by 24, unless as determined by GTN, variance from the hourly rate will not be detrimental to the operation of the pipeline or adversely affect other GTN Shippers.

(f) North American Energy Standards Board Standards.

Nominations for service on GTN shall be further governed by the following standards adopted by the North American Energy Standards Board.

1.3.13; 1.3.14; 1.3.16; 1.3.22; and 1.3.23.

(g) Nomination of Service Fee.

GTN may, upon mutual agreement with Shipper, enter into agency agreements on third-party pipelines that will allow GTN to place transportation service nominations for Shipper on both GTN and other third-party pipelines. A nomination of service fee shall be negotiated between GTN and Shipper for such service. GTN will provide this service on a non-discriminatory basis.

### 6.28.3 Notice Requirements.

Any Releasing Shipper electing to release capacity shall submit a notice via GTN's EBB that it elects to release firm capacity. The notice shall set forth the following information:

- (a) Releasing Shipper's legal name, contract number, and the name, e-mail, and telephone number of the individual responsible for authorizing the release of capacity.
- (b) Rate schedule of the Releasing Shipper.
- (c) In accordance with NAESB Standard 5.3.26, the Releasing Shipper should specify which one of the following methods is acceptable for bidding on a given capacity release offer:
  - Non-Index-based release - dollars and cents,
  - Non-Index-based release - percentage of maximum rate, or
  - Index-based formula as detailed in the capacity release offer.

~~In accordance with NAESB Standard 5.3.27, for purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper should include the tariff reservation rate and all demand surcharges, as a total number or as stated separately. The Bids for the given capacity release Offer should adhere to the method specified by the Releasing Shipper.~~ If a volumetric rate is used, Releasing Shipper must indicate whether bids on a reservation charge basis will be accepted as well and if so must specify the method of evaluating the two types of bids.

- (d) Daily quantity of capacity to be released, expressed in Dth/d, at the designated delivery point(s). (This must not exceed Releasing Shipper's maximum contract demand available for capacity release and shall state the minimum quantity expressed in Dth/d acceptable for release.)
- (e) The term of the release, identifying the date release is to begin and terminate. The minimum release term acceptable to GTN shall be one day.
- (f) Whether the Releasing Shipper is willing to consider release for a shorter period of time than that specified in (e) above and if so, the minimum acceptable period of release.
- (g) The receipt and delivery point.

- (h) Whether Option 1, 2, 3, or 4 shall be used to determine the highest valued bid (see Section 6.28.7(a) for a description of bid evaluation options).
- (i) Whether the Releasing Shipper requests to waive the creditworthiness requirements, in accordance with Section 6.18.4.3. Regardless of such request, Releasing Shipper will remain liable for all charges.
- (j) Whether Releasing Shipper is a marketing or other affiliate of GTN.
- (k) If release is a prearranged release, the Prearranged Shipper must be qualified pursuant to the criteria of Section 6.28.6(a) unless waived above. Releasing Shipper shall include the Prearranged Shipper bid information pursuant to Section 6.28.6(b) with its release information and shall indicate whether the Prearranged Shipper is affiliated with GTN or the Releasing Shipper.
- (l) Any special nondiscriminatory terms and conditions applicable to the release, such as whether the Replacement Shipper will be prohibited from changing Primary Points.
- (m) Tie-breaker method preferred: (1) pro rata or (2) order of submission (first-come/first-serve). If none are selected, the system defaults to pro rata.
- (n) Recall provisions. These provisions must be objectively stated, nondiscriminatory, applicable to all bidders, operationally and administratively feasible as determined by GTN and in accordance with GTN's Tariff.
- (o) The minimum rate (percentage of: reservation charge or a volumetric equivalent of the maximum reservation charge applicable to the Parcel on a 100% load-factor basis) acceptable to Releasor for this Parcel.
- (p) Whether the Releasing Shipper is willing to accept contingent bids and, if so, any nondiscriminatory terms and conditions applicable to such contingencies including the date by which such contingency must be satisfied (which date shall not be later than the last day of the Bid Period).
- (q) Whether the Releasing Shipper wants to specify a longer bidding period for its Parcel than specified at Section 6.28.8.

## 6.28.6 Bidding for a Parcel.

### (a) Preliminary Qualification.

Replacement Shippers are encouraged to demonstrate creditworthiness in advance of any postings through the customer activities link on GTN's Internet website as credit requirements will take differing amounts of time to process depending on the particular financial profile of Replacement Shippers.

Releasing Shippers may exercise their option to waive the credit requirements, in accordance with Section 6.18.4.3, for any Replacement Shipper wishing to bid on a Parcel posted by that Releasing Shipper. Such waiver must be made on a nondiscriminatory basis. Releasing Shipper must inform GTN of such waiver through the customer activities link on GTN's Internet website before it will authorize such Replacement Shipper's participation with respect to that particular Parcel.

Should a Releasing Shipper waive the credit requirements for a Replacement Shipper, the Releasing Shipper shall be liable for all charges incurred by the Replacement Shipper in the event such Replacement Shipper defaults on payment to GTN for such capacity release service.

Any potential Replacement Shipper may submit a bid for Parcels posted for release. GTN will determine the highest valued bid, based on the bid evaluation method selected by the Releasing Shipper, and verify that the Shipper placing the bid meets GTN's credit requirements before awarding the parcel. ~~The bids for the given capacity release offer should adhere to the method specified by the Releasing Shipper. The bidder may bid the maximum reservation rate in GTN's Tariff as an alternative to the method specified by the Releasing Shipper, except when the release is index based for a term of one year or less or utilizes market-based rates.~~ Upon notification by GTN of an award of a Parcel, GTN shall complete a new FTS-1 or LFS-1 contract with the particulars of the awarded Parcel and Replacement Shipper shall execute this new contract electronically.

Once a Replacement Shipper has acquired capacity, authority is granted to the Replacement Shipper to release that capacity, unless the Releasing Shipper has specified that the Parcel cannot be re-released.

The execution of the FTS-1 or LFS-1 service agreement will constitute an obligation on the part of the Replacement Shipper to be bound by the terms and conditions of GTN's capacity release program as set forth in these Transportation General Terms and Conditions.

### (b) Submitting a Bid.

All bids must be submitted through the customer activities link on GTN's Internet website. Such bids shall be "open" for all participants to review. The particulars of all bids will be available for review but not the identity of bidders. GTN will post the identity of the winning bidder(s) only.

A Replacement Shipper cannot request that its bid be "closed", nor can a Releasing Shipper specify that "closed" bids be submitted on its releases. A Replacement Shipper may submit only one bid per Parcel posted at any one point in time. Bids received after the close of the Bid Period shall be invalid. The Replacement Shipper may bid for no more than the quantity of the Parcel posted by the Releasing Shipper. Simultaneous bids for more than one Parcel are permitted.

A valid bid to contract for a Parcel must contain the following information:

- (1) Replacement Shipper's legal name, e-mail, telephone number and the name of the individual responsible for authorizing the bid.
- (2) The identification of the Parcel bid on.
- (3) Term of service requested. The term of service must not exceed the term included in the Parcel.
- (4) Percentage of the applicable maximum rate or price in dollars and cents per Dth/d, that the Replacement Shipper is willing to pay for non-index-based releases or the index-based formula as detailed in the capacity release offer. A Replacement Shipper may not bid below the minimum applicable charge or rate.
- (5) The quantity desired not to exceed the quantity contained in the Parcel, expressed on a Dth/d delivered basis and greater than the minimum quantity acceptable to Replacement Shipper.
- (6) Whether or not Replacement Shipper is an affiliate of the Releasing Shipper.
- (7) An affirmative statement that Replacement Shipper agrees to be bound by the terms and conditions of Rate Schedule FTS-1 and GTN's capacity release provisions in its tariff.
- (8) Whether the bid is a contingent bid.

(c) Confirmation of Bids.

It is the Replacement Shipper's sole responsibility to confirm the correctness of the submitted bid and to take any corrective action necessary by resubmitting a bid when notified of an invalid or incomplete bid by GTN. This must be done before the close of the Bid Period.

(d) Withdrawn or Revision of Bids.

A previously submitted bid may be withdrawn or revised and resubmitted at any time prior to the close of the Bid Period with no obligation on the Replacement Shipper's part. In accordance with NAESB Standard 5.3.15, bids cannot be withdrawn after the bid period ends. Resubmitted bids must be equal to or greater in value than the initial bids. Lower valued bids will be invalid. In accordance with NAESB Standard 5.3.13, bids should be binding until notice of withdrawal is received by GTN on its Internet website.

## 6.28.8 Scheduling of Parcels, Bids and Notifications.

In accordance with NAESB Standard 5.3.2, the following timelines, stated in CCT, apply to capacity release transactions.

For biddable releases (1 year or less):

- ~~Offers~~ should be tendered such that they can be posted by ~~12:00 P.M.~~9:00 A.M. CCT (10:00 A.M. PCT) on a Business Day;
- ~~Open~~ season ends ~~no later than~~at 1:00 P.M.~~10:00 A.M. CCT (11:00 A.M. PCT)~~ on ~~a the same or a subsequent~~ Business Day, ~~(evaluation period begins at 1:00 P.M. CCT (11:00 A.M. PCT) during which contingency is eliminated, determination of best bid is made, and ties are broken);~~
- ~~Evaluation period begins at 10:00 A.M. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.~~
- ~~If no match is required, the~~ evaluation period ends and ~~the~~ award ~~is posted~~ by ~~11:00 A.M. posting if no match required at 2:00 P.M. CCT (12:00 P.M. PCT);~~
- ~~Where~~ match ~~or award~~ is required, ~~the match~~ is communicated by ~~2:00 P.M.~~11:00 A.M. CCT (12:00 P.M. PCT), ~~the match response occurs by 11:30 A.M., and the award is posted by 12:00 noon.;~~
- ~~match response by 2:30 P.M. CCT (12:30 P.M. PCT);~~
- ~~where match required, award posting by 3:00 P.M. CCT (1:00 P.M. PCT);~~
- ~~The contract is~~ issued within one hour of ~~the~~ award posting (with a new contract number, when applicable); ~~nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)~~
- ~~Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.~~

For biddable releases (more than 1 year):

- ~~Offers~~ should be tendered such that they can be posted by ~~12:00 P.M.~~9:00 A.M. CCT (10:00 A.M. PCT) ~~four~~ on a Business Days, ~~before award;~~
- ~~Open~~ season shall include no less than three 9:00 A.M. to 10:00 A.M. time periods on consecutive ~~ends no later than 1:00 P.M. CCT (11:00 A.M. PCT) on the Business Days, before timely nominations are due (open season is three Business Days);~~
- ~~E~~valuation period begins at ~~1:00 P.M.~~10:00 A.M. CCT (11:00 A.M. PCT) during which any contingencies are ~~contingency is~~ eliminated, determination of best bid is made, and ties are broken;
- ~~If no match is required, the~~ evaluation period ends and ~~the~~ award ~~is posted~~ by ~~11:00 A.M. posting if no match required at 2:00 P.M. CCT (12:00 P.M. PCT);~~
- ~~Where~~ match ~~is~~ required, ~~the match~~ is communicated by ~~11:00 A.M., the match response occurs by 11:30 A.M., and the~~ award ~~is posted~~ by ~~12:00 noon, communicated by 2:00 P.M. CCT (12:00 P.M. PCT);~~
- ~~match response by 2:30 P.M. CCT (12:30 P.M. PCT);~~
- ~~where match required, award posting by 3:00 P.M. CCT (1:00 P.M. PCT);~~

- ~~The contract is issued within one hour of the award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For non-biddable releases:

~~Timely Cycle~~

- ~~— posting of prearranged deals not subject to bid are due by 10:30 A.M. CCT (8:30 A.M. PCT);~~
- ~~— contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~

~~Evening Cycle~~

- ~~— posting of prearranged deals not subject to bid are due by 5:00 P.M. CCT (3:00 P.M. PCT);~~
- ~~— contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~

~~Intraday 1 Cycle~~

- ~~— posting of prearranged deals not subject to bid are due by 9:00 A.M. CCT (7:00 A.M. PCT);~~
- ~~— contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~

~~Intraday 2 Cycle~~

- ~~— posting of prearranged deals not subject to bid are due by 4:00 P.M. CCT (2:00 P.M. PCT);~~
- ~~— contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.~~

- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

- Timely Cycle 12:00 noon
- Evening Cycle 5:00 P.M.
- Intraday 1 Cycle 9:00 A.M.
- Intraday 2 Cycle 1:30 P.M.
- Intraday 3 Cycle 6:00 P.M.

- The contract is issued within one hour of the award posting (with a new contract number, when applicable).

- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

6.28.9 Capacity Recall and Reput.

(a) Capacity Recall.

~~Releasing Shipper(s) may, to the extent permitted as a condition of capacity release, recall released capacity.~~ Releasing Shipper(s) may, to the extent permitted as a condition of capacity release, recall released capacity (scheduled or unscheduled) in accordance with NAESB Standard 5.3.44~~at the Timely Nomination cycle and the Evening Nomination cycle, and recall unscheduled released capacity at the Intra-Day 1 and Intra-Day 2 Nomination cycles by providing notice to the Transporter by the following times for each cycle: 8:00 A.M. CCT (6:00 A.M. PCT) for the Timely Nomination cycle; 5:00 P.M. CCT (3:00 P.M. PCT) for the Evening Nomination cycle; 8:00 A.M. (6:00 A.M. PCT) for the Intra-Day 1 Nomination cycle; and 3:00 P.M. (1:00 P.M. PCT) for the Intra-Day 2 Nomination cycle.~~ In accordance with NAESB Standard 5.3.55, recall quantities should be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. Notification to Replacement Shippers shall be provided by Transporter within one hour of receipt of recall notification.

(b) Capacity Reput.

In accordance with NAESB Standard 5.3.7, capacity that has been recalled by the Releasing Shipper may be reput to the Replacement Shipper in accordance with the reput provisions of the release (See Section 6.28.3(o)). Shipper seeking to reput capacity shall notify GTN of the reput by 8:00 A.M. ~~Central Clock Time (6:00 A.M. PCT)~~. It is the Releasing Shipper's obligation to notify and secure any necessary agreement by the Replacement Shipper to accept the reput under the terms of the release prior to notifying GTN.

(c) In accordance with NAESB Standard 5.3.8, reput method and rights should be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper.

6.41 GAS INDUSTRY STANDARDS

Compliance with 18 CFR, Section 284.12

GTN has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 23.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [\*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff record</u>
1.2.4	GT&C – Definitions, 6.1(27)
1.3.1*	GT&C – Definitions, 6.1(1)
1.3.2(i-vi)	GT&C – Nominations, 6.19.4(b)
1.3.5*	GT&C – Nominations, 6.19.4(a)
1.3.6	GT&C – Nominations, 6.19.4(b)(v)
1.3.7	GT&C – Nominations, 6.19.4(c)(1)
1.3.8*	GT&C – Nominations, 6.19.4(c)(2)
1.3.9*	GT&C – Nominations, 6.19.4(c)(3)
1.3.11*	GT&C – Nominations, 6.19.4(c)(2)
1.3.19	GT&C – Nominations, 6.19.4(a)
2.3.7	GT&C – Inspection of Equipment and Records, 6.6(3)
2.3.9	GT&C – Definitions, 6.1(7)
2.3.11	GT&C – Inspection of Equipment and Records, 6.6(3)
2.3.14	GT&C – Inspection of Equipment and Records, 6.6(3)
3.3.14	GT&C – Billing, 6.7(1)
3.3.15	GT&C – Payment, 6.8(5)
3.3.17	GT&C – Payment, 6.8(1)
5.3.2	GT&C – Scheduling of Parcels, Bids, and Notifications, 6.28.8
5.3.3	GT&C – Allocation of Parcels, 6.28.7(a)
5.3.7	GT&C – Capacity Recall and Reput, 6.28.9(b)
5.3.8	GT&C – Capacity Recall and Reput, 6.28.9(c)
5.3.13	GT&C – Bidding for a Parcel, 6.28.6(d)
5.3.14	GT&C – Posting of a Parcel, 6.28.5
5.3.15	GT&C – Bidding for a Parcel, 6.28.6(d)
5.3.26	GT&C – Notice Requirements, 6.28.3(c); <del>and</del> <del>GT&amp;C – Bidding for a Parcel, 6.28.6(a)</del>
<del>5.3.27</del>	<del>GT&amp;C – Notice Requirements, 6.28.3(c)</del>

5.3.55 GT&C – Capacity Recall and Reput, 6.28.9(a)

Standards Incorporated by Reference:

Additional Standards:

General:

Standards:  
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:  
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:  
0.2.1, 0.2.2, 0.2.3, 0.2.4, 0.2.5

Standards:  
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:  
0.3.18, ~~0.3.19~~, 0.3.20, 0.3.21, 0.3.22

Data Sets:  
0.4.2\*, 0.4.3

Location Data Download:

Standards:  
0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:  
0.4.4\*

Storage Information:

Data Sets:

0.4.1\*

Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:

~~1.3.2(vi)~~, 1.3.3, 1.3.4, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33\*, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, ~~1.3.47~~, 1.3.48, ~~1.3.49~~, ~~1.3.50~~, 1.3.51, ~~1.3.52~~, 1.3.53, ~~1.3.54~~, 1.3.55, 1.3.56, ~~1.3.57~~, 1.3.58, ~~1.3.59~~, ~~1.3.60~~, ~~1.3.61~~, 1.3.62, ~~1.3.63~~, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81

Data Sets:

1.4.1\*, 1.4.2\*, 1.4.3\*, 1.4.4\*, 1.4.5\*, 1.4.6\*, 1.4.7\*

Flowing Gas Related Standards:

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.8, 2.3.10, 2.3.12, 2.3.13, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, ~~2.3.33~~, ~~2.3.34~~, ~~2.3.35~~, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, ~~2.3.49~~, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Data Sets:

2.4.1\*, 2.4.2, 2.4.3\*, 2.4.4\*, 2.4.5\*, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, ~~2.4.12~~, ~~2.4.13~~, ~~2.4.14~~, ~~2.4.15~~, ~~2.4.16~~, 2.4.17, 2.4.18

Invoicing Related Standards:

Definition:

3.2.1

Standards:

~~3.3.1, 3.3.2~~, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13,  
3.3.16, 3.3.18, 3.3.19, ~~3.3.20~~, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Data Sets:

3.4.1\*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13,  
4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, ~~4.3.5~~, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25,  
4.3.26, 4.3.27, 4.3.28, ~~4.3.29~~, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36,  
4.3.38, ~~4.3.39~~, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48,  
4.3.49, 4.3.50, ~~4.3.51~~, 4.3.52, 4.3.53, 4.3.54, 4.3.55, ~~4.3.56~~, 4.3.57, 4.3.58, ~~4.3.59~~,  
4.3.60, 4.3.61, 4.3.62, ~~4.3.65~~, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, ~~4.3.73~~, ~~4.3.74~~,  
4.3.75, ~~4.3.76~~, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86,  
4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98,  
4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105

Capacity Release Standards:

Definitions:

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.1, 5.3.4, 5.3.5, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.16, 5.3.18, 5.3.19, 5.3.20, 5.3.21,  
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