

Tolls, Tariff, Facilities & Procedures Committee

Resolution T2005-06: FT-D Open Season Bid Deadline

Resolution

The Tolls, Tariff, Facilities & Procedures Committee (TTFP) agrees to change the FT-D open season bid deadline from 1600 hours Central Clock Time (CCT) to 1100 hours CCT on the NOVA Gas Transmission Ltd. (NGTL) System.

Background

The TTFP adopted Issue T2005-04 on May 10, 2005 for the purpose of reviewing the service attributes of Short Term Firm Service (STFT) and Winter Firm Service (FT-DW). Changes to the attributes of the services, along with the open season process were supported through Resolution T2005-04 on September 13, 2005. The open season bid deadline for the STFT and FT-DW open season will be 1100 hours CCT. This enhances the customers' ability to conclude business transactions on the day of the bid deadline, particularly on the daily open season for STFT capacity.

The current deadline for the FT-D open season and FT-D daily open season is 1600 hours CCT. During Seasonal Services Review Task Force (SSRTF) discussions, NGTL proposed changing the bid deadline for FT-D to 1100 hours CCT to align with STFT and FT-DW, however, it was determined that this proposal was outside the scope of the SSRTF and should be addressed as a separate Issue.

Next Steps

NGTL will file Tariff amendments with the Alberta Energy & Utilities Board (EUB) requesting approval of the change to the FT-D open season bid deadline from 1600 hours CCT to 1100 hours CCT. Upon approval by the EUB, NGTL plans to implement the changes on the first day of the month following approval and will post the amended Tariff to TransCanada's web site.

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- (b) The requested term of Service, as established by the requested Service Commencement Date and requested Service Termination Date, each set out on the Open Season Bid Form, shall be a minimum term of one year;
- (c) All bids shall be irrevocable and must be received by Company by 1611:00 hours CCT on the Closing Date;
- (d) Within 2 Banking Days of the Closing Date, prospective customers shall provide to Company for each Open Season Bid Form, a deposit equal to the lesser of:
- (i) one month demand charges for the Export Delivery Contract Demand set out on the Open Season Bid Form; or
 - (ii) \$10,000.

The deposit shall be refunded to unsuccessful bidders within 5 Banking Days from the date the Service Agreements and Schedules of Service under Rate Schedule FT-D are executed for all Existing Capacity posted in the Existing Capacity Open Season.

If Company awards Existing Capacity to a prospective customer and such customer executes the Service Agreement and Schedule of Service under Rate Schedule FT-D for such Existing Capacity, the deposit will be credited to the bill for the first month of Service or returned to the Customer if requested;

- (e) A prospective customer and/or its affiliate, either together or individually, shall not submit an Open Season Bid Form for a quantity greater than the Existing Capacity being offered or submit multiple bids where the aggregate Export Delivery Contract Demand of the multiple bids exceeds the Existing Capacity being offered; and
- (f) Company shall not be obligated to accept any bid if:

If, at any time, Company determines that it will hold an Existing Capacity Open Season pursuant to paragraph 2.1 or an Expansion Capacity Open Season pursuant to paragraph 3.1, Company may reduce all or a portion of the Existing Capacity available for the Daily Open Season. Company shall provide notice on its website, at least 3 Banking Days in advance, of any such reduction. If all Existing Capacity has not been awarded pursuant to 2.6.3, Company may offer any remaining Existing Capacity as Expansion Capacity pursuant to paragraph 3.1.

2.6.2 Daily Open Season Bid Process

If Company posts Existing Capacity pursuant to subparagraph 2.6.1, prospective customers may bid for such Existing Capacity on the day that the Existing Capacity is posted or deemed to be re-posted as follows:

- (a) Prospective customers shall submit a completed and unedited bid form, in the form set out in article 7.0 (the “Daily Open Season Bid Form”);
- (b) The requested term of Service, as established by the Service Commencement Date and requested Service Termination Date, each set out on the Daily Open Season Bid Form, shall be a minimum term of one year;
- (c) All bids shall be irrevocable and must be received by Company by 1611:00 hours CCT on the day the Existing Capacity is posted or deemed re-posted;
- (d) No deposit is required to accompany the prospective customer’s bid;
- (e) A prospective customer and/or its affiliate, either together or individually, shall not submit a Daily Open Season Bid Form for a quantity greater than the Existing Capacity being offered or submit multiple bids where the

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- (b) The requested term of Service, as established by the Service Commencement Date and the requested Service Termination Date, each set out in the Open Season Bid Form, shall be a minimum term of 10 years;
- (c) All bids shall be irrevocable and must be received by Company by 16:00 hours CCT on the Expansion Closing Date;
- (d) Within 2 Banking Days of the Expansion Closing Date, prospective customers shall provide to Company for each Open Season Bid Form, a deposit equal to the lesser of:
- (i) one month demand charges for the Export Delivery Contract Demand set out on the Open Season Bid Form; or
 - (ii) \$10,000.

The deposit shall be refunded to unsuccessful bidders within 5 Banking Days from the date the Service Agreements and Schedules of Service under Rate Schedule FT-D are executed for all Expansion Capacity posted in the Expansion Capacity Open Season.

If Company awards Expansion Capacity to a prospective customer and such customer executes the Service Agreement and Schedule of Service under Rate Schedule FT-D for such Expansion Capacity, the deposit will be credited to the bill for the first month of Service or returned to the Customer if requested;

- (e) Company shall not be obligated to accept any bid if:
- (i) the Service Commencement Date is different from the date such Expansion Capacity may be available, as set out by Company in subparagraph 3.1(a); and
 - (ii) the prospective customer has not met the criteria set forth in article 3.0.

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- (b) The requested term of Service, as established by the requested Service Commencement Date and requested Service Termination Date, each set out on the Open Season Bid Form, shall be a minimum term of one year;
 - (c) All bids shall be irrevocable and must be received by Company by 11:00 hours CCT on the Closing Date;
 - (d) Within 2 Banking Days of the Closing Date, prospective customers shall provide to Company for each Open Season Bid Form, a deposit equal to the lesser of:
 - (i) one month demand charges for the Export Delivery Contract Demand set out on the Open Season Bid Form; or
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 - (ii) the prospective customer has not met the criteria set forth in article 3.0.