

PROCEDURE FOR ADDING RECEIPT AND DELIVERY POINTS

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1. PURPOSE

- 1.1 The purpose of this procedure (the “Procedure”) for adding receipt and delivery points (the “Receipt and/or Delivery Point”) is to describe:
- (a) the information TCPL requires;
 - (b) the considerations for adding a Receipt and/or Delivery Point; and
 - (c) the expected timeframe required to evaluate and respond to a request for a Receipt and/or Delivery Point.

2. APPLICABILITY

- 2.1 This Procedure is applicable to requests for the addition of Receipt and/or Delivery Points on the TCPL Mainline System and on interconnecting pipeline systems on which TCPL has contractual entitlement to transport gas.

3. INFORMATION REQUIRED

- 3.1 The following information is required by TCPL, to determine if a Receipt and/or Delivery Point should be added:
- (a) location and designation (receipt and/or delivery) of the Receipt and/or Delivery Point(s);
 - (b) rationale for the creation/designation of the Receipt and/or Delivery Point(s);
 - (c) commencement date for use of the proposed Receipt and/or Delivery Point(s);
 - (d) anticipated service type to/from the Receipt and/or Delivery Point(s);
 - (e) anticipated contract quantities, contract utilization and flow pattern to and from the point(s) over a ten (10) year period, provided however if construction of facilities is not required the party making the request may, subject to Subsection 3.1(i), choose not to provide such information;

- (f) a description of the Receipt and/or Delivery Point(s) after the proposed changes are implemented including but not limited to:
 - (i) future use of the Receipt and/or Delivery Point(s);
 - (ii) potential future re-designation of the Receipt and/or Delivery Point(s); and
 - (iii) future changes to the source of supply of the Receipt and/or Delivery Point(s);
- (g) gas quality at the proposed Receipt Point(s) which shall include at a minimum:
 - (i) gross heating value;
 - (ii) constituent gas components and concentrations or expected range of such gas components and concentrations (gas composition); and
 - (iii) any objectionable material;
- (h) any other information the party requesting the Receipt and/or Delivery Point determines relevant for TCPL's analysis; and
- (i) a written explanation by the party requesting the Receipt and/or Delivery Point of why any of the above required information need not be provided.

4. EVALUATION CONSIDERATIONS

4.1 The following shall be considered by TCPL when determining whether to add a Receipt and/or Delivery Point:

- (a) **Toll impacts:** Conduct a toll impact analysis;
- (b) **Operational and System Design impacts:** Identify and assess any operational and system design impacts in addition to administrative and/or operating complexity;
- (c) **Contractual impacts:** Identify and assess all necessary:

- (i) amendments to existing Transportation Service Contracts with Customers in addition to any new Transportation Service Contracts required; and
- (ii) amendments to existing contracts with other parties in addition to any new contracts required;

and TCPL determines that there is a reasonable likelihood that all such amendments and new contracts will be executed on commercially reasonable terms;

- (d) **Transportation by Others (TBO) contracts:** Identify and assess all necessary changes to existing TBO contracts in addition to any new TBO contracts required and TCPL determines that there is a reasonable likelihood that all such amendments and new contracts will be executed on commercially reasonable terms; and
- (e) **Other relevant considerations:** Identify and assess any other considerations, including those proposed by the party requesting the Receipt and/or Delivery Point.

5. NOTIFICATION

5.1 TCPL will notify in writing the party requesting the Receipt and/or Delivery Point of its decision within 90 days from the later of:

- (a) the date TCPL receives such written request; and
- (b) the date the party requesting the Receipt and/or Delivery Point confirms in writing that there is no further information to be provided pursuant to Section 3.1.

5.2 If TCPL has decided to grant the request to add the Receipt and/or Delivery Point, but the contracts and/or amendments referred to in Subsections 4.1(c) and (d) will not be executed within the 90 day assessment period referred to in Section 5.1, then TCPL will notify the party requesting the Receipt and/or Delivery Point, in writing, of a decision subject to the condition that such contracts shall be executed and, forthwith thereafter, inform Customers (by means of TCPL's website) and Tolls Task Force (TTF) members (at their e-mail addresses provided to TCPL) of such decision. The Receipt and/or Delivery Point will not be added until such condition has been satisfied.

5.3 If TCPL grants the request for the Receipt and/or Delivery Point and:

- (a) construction of facilities is not required;
- (b) CER approval is not required; and
- (c) TCPL has obtained executed contracts and/or any amendments it determines necessary;

then TCPL will:

- i) provide its decision, in writing, to the party requesting the Receipt and/or Delivery Point, and, forthwith thereafter, inform Customers (by means of TCPL's website) and TTF members (at their e-mail addresses provided to TCPL) of such decision; and
- ii) add the Receipt and/or Delivery Point within 31 days from the date the decision to approve such point has been communicated to the party requesting the Receipt and/or Delivery point.

5.4 TCPL will provide, in writing, to the party requesting the Receipt and/or Delivery Point, and, forthwith thereafter, to Customers (by means of TCPL's website) and to TTF members (at their e-mail addresses provided to TCPL), its best estimate for the in-service date of such point if:

- (a) construction of facilities is required; and/or
- (b) CER approval is required for the Receipt and/or Delivery Point; and/or
- (c) TCPL has not obtained executed contracts and/or any amendments it determines necessary.

5.5 Prior to making the Receipt and/or Delivery Point available for service, TCPL will post notice thereof on its website.

6. MISCELLANEOUS PROVISIONS

6.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Procedure and are hereby made a part hereof. If there is any

- conflict between the provisions of this Procedure and the General Terms and Conditions, the provisions of this Procedure shall prevail.
- 6.2 This Procedure is subject to the provisions of the CER Act and any other legislation passed in amendment thereof or substitution therefor.
- 6.3 Any upper-cased term not defined herein shall have the meaning attributed thereto in the General Terms & Conditions of the Tariff as amended from time to time.