

**Appendix I**

**Alliance Transportation Access Policy  
(Clean Version)**

# Alliance Transportation Access Policy

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## 1. PURPOSE

The purpose of the Alliance Transportation Access Policy (ATAP) is to set forth the process by which Alliance administers Requests for Service (RFS) from Service Applicants in regard to Receipt, Delivery and Full-Path service as well as Relocations on the Alliance Canada pipeline system.

## 2. APPLICABILITY

### 2.1 ATAP is applicable to all requests for:

- (a) Firm Service, Seasonal Service, Daily Seasonal Service and Interruptible Service – Receipt, Delivery and Full-Path transportation;
- (b) Monthly Relocations; and
- (c) Operational Temporary Relocations.

### 2.2 To submit an RFS under this ATAP:

A Service Applicant must prequalify by providing Alliance with the information requirements pursuant to Article 8.1 of the General Terms and Conditions.

## 3. CAPACITY DETERMINATION

Capacity is based on an assessment of equipment and system performance and is periodically re-evaluated. The basis for setting a capacity level is comprised of equipment and system specifications, along with the operating context (e.g. receipt pressure, receipt temperature, gas composition, etc.). These capacity levels are entered into Alliance's Gas Management System for posting purposes onto the Customer Activity Website. Flow at receipt points may be subject to minimum flow requirements, which would be posted on the Customer Activity Website. Furthermore, some posted segments share common capacity and a successful RFS on one system segment may reduce the capacity available on another system segment.

## 4. ACCESS TO FIRM CAPACITY (Non-Seasonal)

### 4.1 Posting of Firm Capacity

Alliance will notify Service Applicants of Firm Capacity that is available up to a total of 1.325 Bcf/d for contracting for terms of three (3) or more years for Receipt and/or Full-Path or one (1) or more years for Delivery by posting a Notice containing:

- (a) the type of service(s) available;
- (b) the amount of Capacity for each of the available Service Segments;
- (c) the Date of Commencement when the service will be available;

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- (d) the Day of Termination when the service will end;
- (e) the minimum and maximum term for which the Capacity is available for; and
- (f) the Demand Charge for each such service pursuant to Section 4.2 below.

### 4.2 Pricing of Firm Capacity

- (a) The applicable Demand Charge for each such service will be the charge prevailing at the time of the Posting in accordance with Alliance's CER-approved Tariff.

### 4.3 Request of Firm Capacity

- (a) Service Applicants may submit through Alliance's Customer Activity Website a Request For Service (RFS) for all or a portion of the Firm Capacity that has been posted.

The RFS shall:

- (i) state the same commencement date specified by Alliance in the posting;
  - (ii) be for a service specified by Alliance in the posting that is available for contracting;
  - (iii) for Delivery service, state the desired Contracted Capacity, and if desirable by the Service Applicant, state a specified Minimum Contracted Capacity they are willing to accept upon an award;
  - (iv) for each of Zone 1 or Zone 2, Receipt or Full-Path service, include the specified receipt point(s) and zone, state the desired Contracted Capacity for each receipt point, and if desirable by the Service Applicant, state a specified Minimum Contracted Capacity for each receipt point they are willing to accept upon an award; and,
  - (v) include a request for Firm Rich Gas Service or a request for a Shipper Pairing Arrangement, if applicable, but only if the RFS pertains to a single receipt point.
- (b) In the event that the RFS is for Full-Path transportation service, the Service Applicant will require corresponding transport capacity on the U.S. Pipeline.
  - (c) In the event that the RFS is for Delivery service, the Service Applicant may concurrently request corresponding transport capacity on the U.S. Pipeline.

### 4.4 Allocation of Firm Capacity

- (a) Each RFS shall be deemed to be binding on Service Applicant and is irrevocable and cannot be withdrawn or amended by Service Applicant.
- (b) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
- (c) All awards of Firm Capacity will be made on a first come, first served basis pursuant to Article 9 of the General Terms and Conditions.
- (d) Alliance will use reasonable efforts to notify, as soon as possible but in no event longer than five (5) Business Days after the submission of the RFS, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been conditionally awarded Firm Capacity.

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- (e) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff, and, if required by Alliance pursuant to Article 26, shall provide security for its financial and contractual obligations. Such security would cover the transportation agreement resulting from the successful RFS, as well as all other transportation agreements between Alliance and Service Applicant.
- (f) Upon satisfaction of the Financial Assurances requirements in sub-Section 4.4(e), the Firm Transportation Service Agreement (Contract) is created and fully executed.

### 4.5 Firm Capacity Open Season

Alliance may suspend the above procedures and instead notify Service Applicants of Firm Capacity that is available for contracting by posting a Notice of Firm Capacity Open Season (FCOS) which would include:

- (a) the FCOS start and end dates, the duration of which shall be a minimum of five (5) business days;
- (b) the type of service available;
- (c) the amount of Firm Capacity for each of the available Service Segments;
- (d) the Date of Commencement for such Firm Capacity; and,
- (e) if applicable, a condition that the Date of Termination must coincide with the end of a gas year.

### 4.6 Firm Capacity Open Season Procedures

- (a) The FCOS end date shall be set at least five (5) full Business Days prior to the Date of Commencement of Service. Service Applicant may during the FCOS submit through Alliance's Customer Activity Website, an RFS for all or a portion of the Firm Capacity available for the term specified in the FCOS notice. The date of commencement shall be the first day of service as stated in the FCOS.

The RFS shall:

- (i) state the same commencement date specified by Alliance in the Notice of FCOS;
- (ii) be for a service specified by Alliance in the posting that is available for contracting;
- (iii) if for Delivery service, state whether there is a concurrent requirement for corresponding transport on the U.S. Pipeline and/or, if applicable, a concurrent requirement for corresponding Receipt service on the Canadian Pipeline; and if for Receipt service, state whether there is, if applicable, a concurrent requirement for corresponding Delivery service on the Canadian Pipeline;
- (iv) state the desired Contracted Capacity;
- (v) if desirable by the Service Applicant, state a specified Minimum Contracted Capacity they are willing to accept upon an award;
- (vi) for Receipt or Full-Path service, include the specified receipt point;
- (vii) include a request for Firm Rich Gas Service, if applicable; and,
- (viii) state a termination date that conforms to the procedures specified by Alliance in the Notice of FCOS, and which if for Receipt and/or Full-Path service must result in a contract term of at

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- least three (3) years, or if for Delivery service must result in a contract term of at least one (1) year.
- (b) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will be required to contract for corresponding transport capacity on the U.S. Pipeline.
  - (c) In the event that the RFS is for Delivery service, and the Service Applicant has indicated in the RFS that there is a concurrent requirement for corresponding transport on the U.S. Pipeline and/or a concurrent requirement for corresponding Receipt service on the Canadian Pipeline, or if the RFS is for Receipt service, and the Service Applicant has indicated in the RFS that there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline, but, in either case, the Service Applicant is unable to obtain such required corresponding transport and/or service, then the RFS will be rejected.
  - (d) The RFS must be submitted to Alliance no later than 12:00 CCT on the Day of the FCOS end date.
  - (e) Each RFS shall be deemed to be binding on Service Applicant and is irrevocable and cannot be withdrawn or amended by Service Applicant after the close of the FCOS.
  - (f) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
  - (g) The FCOS RFSs will be evaluated according to the criteria as set out in sub-Section 4.8.
  - (h) Alliance will use reasonable efforts to notify, as soon as possible but in no event longer than five (5) Business Days after the close of the FCOS, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been conditionally awarded any Firm Capacity.
  - (i) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff, and if required by Alliance pursuant to Article 26, shall provide security for its financial and contractual obligations within two (2) Business Days from the time Alliance sends notice to Service Applicant pursuant to sub-Section 4.6(h). Such security would cover the transportation agreement resulting from the successful FCOS RFS, as well as all other transportation agreements between Alliance and Service Applicant. Alliance may, at any time in its sole discretion, extend the period for providing such security.
  - (j) Upon satisfaction of the Financial Assurances requirements in sub-Section 4.6(i), the Firm Transportation Service Agreement (Contract) is created and fully executed.
  - (k) Information, including requested term and volume, on the RFS will be kept confidential by Alliance.

### 4.7 Pricing of Firm Capacity

- (a) The applicable Demand Charge for each such service will be the charge prevailing at the time of the Posting in accordance with Alliance's CER-approved Tariff.

### 4.8 Allocation of Firm Capacity

- (a) At the close of the FCOS, Alliance shall evaluate and award the bids that collectively result in the highest NPV of Demand Charge revenues to Alliance over the requested contract terms.

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- (b) If two (2) or more FCOS RFSs have the same NPV value determined in accordance with sub-Section 4.8(a) and are to utilize the same receipt and delivery points or a common transportation path, and the available Capacity is not sufficient to provide service for the quantities requested in those FCOS RFSs, then the Capacity shall be allocated on a pro-rata basis based on the capacity requested in each FCOS RFS.
- (c) If the pro-rata share of the remaining Capacity allocated to an FCOS RFS pursuant to sub-Section 4.8(b) is less than the minimum capacity specified in such FCOS RFS, that FCOS RFS shall be deemed to be rejected by Alliance and the remaining Capacity shall be reallocated under sub-Section 4.8(b) excluding such FCOS RFS.

## 5. ACCESS TO SEASONAL CAPACITY AND DAILY SEASONAL SERVICE CAPACITY

### 5.1 Posting of Seasonal Capacity

Alliance may notify Service Applicants of Seasonal Capacity (SC) that is available for contracting by posting a Notice of Open Season (OS) which would include:

- (a) the OS start and end dates;
- (b) the type of service available;
- (c) the amount of SC for each of the available Service Segments;
- (d) the Date of Commencement for such SC;
- (e) the Date of Termination for such SC; and
- (f) the Bid Floor for each such service and, if applicable, each Service Segment pursuant to Section 7 below.

#### 5.1.1 Open Season Process for Seasonal Capacity

Open Season durations, timelines and processes will be different for offerings of contract terms in excess of one month and for offerings of contract terms of one month or less.

#### **(A) Seasonal Capacity Open Season for Seasonal Service contract terms greater than one (1) month**

- (a) For offerings of Seasonal Capacity for Receipt, Delivery and Full-Path service for contract terms greater than one (1) month, the OS end date shall be set at least five (5) full Business Days prior to the Date of Commencement of Service. Service Applicant may during the OS submit through Alliance's Customer Activity Website, an RFS for all or a portion of the SC available for the term specified in the OS notice. The date of commencement and termination shall be the first day and last day of service as stated in the OS, or such shorter period should Alliance, in its sole discretion, provide advance notification in the OS that Service Applicant may request a shorter term as prescribed below. Such advance notification will also state whether the Seasonal Capacity in this circumstance will be allocated in accordance with the procedures prescribed in sub-Section 5.4 or alternatively in accordance with the procedures prescribed in sub-Section 5.5.

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The RFS shall:

- (i) state the same commencement and termination dates specified by Alliance in the Notice of OS, or, subject to notification having been provided by Alliance in the OS and if so desired by Service Applicant, state an alternative commencement date and/or an alternative termination date that nonetheless fall within the period specified by Alliance in the Notice of OS and which are respectively the first and last day of a month;
  - (ii) be for a service specified by Alliance in the posting that is available for contracting;
  - (iii) if for Delivery service, state whether there is a concurrent requirement for corresponding transport on the U.S. Pipeline and/or a concurrent requirement for corresponding Receipt service on the Canadian Pipeline; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline;
  - (iv) state the desired Contracted Capacity;
  - (v) if desirable by the Service Applicant, state a specified Minimum Contracted Capacity they are willing to accept upon an award;
  - (vi) for Receipt or Full-Path service, include the specified receipt point;
  - (vii) include a request for Firm Rich Gas Service, if applicable; and
  - (viii) state a bid value at or above the applicable Bid Floor value posted by Alliance.
- (b) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will be required to contract for corresponding transport capacity on the U.S. Pipeline.
- (c) In the event that the RFS is for Delivery service, and the Service Applicant has indicated in the RFS that there is a concurrent requirement for corresponding transport on the U.S. Pipeline and/or a concurrent requirement for corresponding Receipt service on the Canadian Pipeline, or if the RFS is for Receipt service, and the Service Applicant has indicated in the RFS that there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline, but, in either case, the Service Applicant is unable to obtain such required corresponding transport and/or service, then the RFS will be rejected.
- (d) The RFS must be submitted to Alliance no later than 12:00 CCT on the Day of the OS end date.
- (e) Each RFS shall be deemed to be binding on Service Applicant and is irrevocable and cannot be withdrawn or amended by Service Applicant after the close of the OS.
- (f) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
- (g) The OS RFSs will be evaluated according to the criteria as set out in sub-Section 5.4 or sub-Section 5.5, as applicable.
- (h) Alliance will use reasonable efforts to notify, as soon as possible but in no event longer than five (5) Business Days after the close of the OS, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been conditionally awarded any Seasonal Capacity.
- (i) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff, and if required by Alliance pursuant to Article 26, shall provide security for its financial and contractual obligations within two (2) Business Days from the time Alliance sends notice to Service Applicant pursuant to sub-Section 5.1.1(A)(h). Such security would cover the transportation agreement resulting from the successful OS RFS, as well as all other transportation

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agreements between Alliance and Service Applicant. Alliance may, at any time in its sole discretion, extend the period for providing such security.

- (j) Upon satisfaction of the Financial Assurances requirements in sub-Section 5.1.1(A)(i), the Service Applicant will be deemed to enter into a Firm Transportation Service Agreement (Contract) substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point and toll coinciding with the Seasonal Service awarded in the OS.
- (k) Information, including bid price and volume, on the RFS will be kept confidential by Alliance: However, Alliance shall include the bid information of winning bidders in an aggregated form (minimum, maximum, average successful bids) in its Quarterly Surveillance Reports and provide the individual information to the CER if directed to do so by the CER.

### **(B) Seasonal Capacity Open Season for Seasonal Service contract terms up to one (1) month**

- (a) Alliance may post on its website on any Business Day a Monthly Open Season (MOS) for Seasonal Capacity for Receipt, Delivery and Full-Path service for terms up to one month. Provided however, if Alliance gives notice that it will hold a Seasonal Capacity Open Season pursuant to sub-Section 5.1.1(A) hereof, the Seasonal Capacity made available in the MOS shall be reduced, as determined by Alliance in its sole discretion, to reflect the capacity being offered in the OS.
- (b) Alliance will post the term for which the Seasonal Capacity is available, which term will be up to one (1) month.
- (c) Alliance shall post the MOS on its website by 18:00 hours CCT and include the start and end date for the MOS.
- (d) Service Applicants may bid in a MOS by submitting a MOS RFS on Alliance's Customer Activity Website no later than 08:30 hours CCT on the Day that a MOS is to end. Prior to submission of an RFS, the Service Applicant shall provide Alliance with financial assurances as required by Alliance pursuant to Article 26 of the General Terms and Conditions of Alliance's Tariff.

The RFS shall:

- (i) state the same exact commencement and termination dates specified by Alliance in the MOS posting;
- (ii) be for a service specified by Alliance in the MOS posting that is available for contracting;
- (iii) if for Delivery service, state whether there is a concurrent requirement for corresponding transport on the U.S. Pipeline and/or a concurrent requirement for corresponding Receipt service on the Canadian Pipeline; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline;
- (iv) state the desired Contracted Capacity;
- (v) if desirable by the Service Applicant, state a specified Minimum Contracted Capacity they are willing to accept upon an award;
- (vi) for Receipt or Full-Path service, include the specified receipt point; and
- (vii) state a bid value at or above the applicable Bid Floor value posted by Alliance.

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- (e) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will be required to contract for corresponding transport capacity on the U.S. Pipeline.
- (f) In the event that the RFS is for Delivery service, and the Service Applicant has indicated in the RFS that there is a concurrent requirement for corresponding transport on the U.S. Pipeline and/or a concurrent requirement for corresponding Receipt service on the Canadian Pipeline; or if the RFS is for Receipt service, and the Service Applicant has indicated in the RFS that there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline, but, in either case, the Service Applicant is unable to obtain such required corresponding transport and/or service, then the RFS will be rejected.
- (g) Service Applicant may bid for all or a portion of the Seasonal Capacity.
- (h) Each MOS RFS shall be deemed to be binding on Service Applicant and is irrevocable and cannot be withdrawn or amended by Service Applicant after the close of the MOS.
- (i) Alliance shall not be obligated to accept any MOS RFS if the Service Applicant has not met the requirements of Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff for Seasonal Capacity.
- (j) The MOS RFSs will be evaluated according to the criteria as set out in sub-Section 5.4.
- (k) Alliance will use commercially reasonable efforts to notify within thirty (30) minutes, after the close of the Monthly Open Season, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been allocated any Seasonal Capacity.
- (l) If a MOS RFS is accepted by Alliance, and Alliance allocates capacity pursuant to sub-Section 5.4, the Service Applicant will be deemed to enter into a Firm Transportation Service Agreement (Contract) substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point and toll coinciding with the Seasonal Service awarded.
- (m) In the event that available Seasonal Capacity is awarded at a FRGS Point, the Service Applicant will be subject to HCDP Off-Spec Surcharges, based on the difference between the HCDP of the flow at such receipt point posted on the day, and the HCDP Spec.
- (n) Information, including bid price and volume, on the RFS will be kept confidential by Alliance: However, Alliance shall include the bid information of winning bidders in an aggregated form (minimum, maximum, average successful bids) in its Quarterly Surveillance Reports and provide the individual information to the CER if directed to do so by the CER.

### **5.2 Daily Seasonal Service Capacity Open Season (for Daily Seasonal Service contract terms of one (1) Day, or longer in the case of business conducted over weekends or statutory holidays)**

- (a) If at any time Alliance determines it has Daily Seasonal Service Capacity, Alliance may offer a Bidding Window for Daily Seasonal Service prior to any Nomination cycle. The Bidding Window will:
  - (i) for the Timely Cycle, be posted no sooner than five (5) hours prior to the nomination time of the cycle;

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- (ii) for all other cycles, be posted no sooner than two (2) hours prior to the nomination time of the cycle;
  - (iii) include the type of service available;
  - (iv) include the capacity available for each of the available Service Segments;
  - (v) include the Bid Floor for each such service which may change from time to time pursuant to Section 7 below
  - (vi) for an existing Firm Rich Gas Service contracted receipt point, the rate of HCDP Off-spec Surcharge that will be applicable for the point;
  - (vii) for the Timely Cycle, close at 08:30 hours CCT and ninety (90) minutes prior to the nomination deadline of all other cycles; and
  - (viii) be awarded pursuant to Section 5.4 below.
- (b) In order to be eligible to submit an RFS for available Daily Seasonal Service, a Service Applicant shall first: (i) make a separate request, via the Customer Activities Website for a Firm Transportation Service Agreement, specifying the desired effective date, type of firm service, and the receipt point and zone; and (ii) comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff, and, if required by Alliance pursuant to Article 26, shall provide security for its Firm Service financial and contractual obligations. Upon submission and acceptance of such request for a Firm Transportation Service Agreement for Daily Seasonal Service and compliance with Article 26 of the Alliance Tariff, Service Applicant will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, stating the effective date, and with a Schedule "B-1" stating the type of firm service, the receipt point and zone.
- (c) During a Bidding Window for Daily Seasonal Service, Service Applicants may submit through Alliance's Customer Activity Website, an RFS for all or a portion of the available capacity.

The RFS shall be in respect of an existing Firm Transportation Service Agreement for Daily Seasonal Service, and shall:

- (i) be for the same service date range offered in the Bidding Window;
  - (ii) be for a service specified by Alliance as being available and consistent with the service specified in the Firm Transportation Service Agreement;
  - (iii) if for Delivery service, state whether there is a concurrent requirement for corresponding transport on the U.S. Pipeline and/or a concurrent requirement for corresponding Receipt service on the Canadian Pipeline; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline;
  - (iv) state the desired Contracted Capacity;
  - (v) if desirable by the Service Applicant, state a specified Minimum Contracted Capacity it is willing to accept upon an award;
  - (vi) for Receipt or Full-Path service, include the specified receipt point consistent with the service specified in the Firm Transportation Service Agreement; and
  - (vii) state a bid value at or above the applicable Bid Floor value posted by Alliance.
- (d) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will be required to contract for corresponding transport capacity on the U.S. Pipeline.
- (e) In the event that the RFS is for Delivery service, and the Service Applicant has indicated in the RFS that there is a concurrent requirement for corresponding transport on the U.S. Pipeline and/or a concurrent requirement for corresponding Receipt service on the Canadian Pipeline; or if the RFS is for Receipt service, and the Service Applicant has indicated in the RFS that there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline, but, in either case, the

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Service Applicant is unable to obtain such required corresponding transport and/or service, then the RFS will be rejected.

- (f) Service Applicant may bid for all or a portion of the Daily Seasonal Service Capacity.
- (g) Each Bidding Window RFS shall be deemed to be binding on Service Applicant and is irrevocable and cannot be withdrawn or amended by Service Applicant after the close of the Bidding Window.
- (h) Alliance shall not be obligated to accept any Bidding Window RFS if the Service Applicant has not met the requirements of Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff for Daily Seasonal Service Capacity.
- (i) The Bidding Window RFSs will be evaluated according to the criteria as set out in sub-Section 5.4.
- (j) For all cycles, Alliance will use commercially reasonable efforts to notify within thirty (30) minutes, after the close of the Bidding Window, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been allocated any Daily Seasonal Service Capacity.
- (k) If a Bidding Window RFS is accepted by Alliance, and Alliance allocates capacity pursuant to sub-Section 5.4, the Firm Transportation Service Agreement (Contract) will be deemed to have been amended, by adding the, Service Date Range, Contracted Capacity and Demand Charge coinciding with the Daily Seasonal Service awarded, substantially in the form of Schedule "B-2" of the Firm Transportation Service Agreement set out in the Alliance Tariff.
- (l) In the event that available Daily Seasonal Service Capacity is awarded at a FRGS Point, the Service Applicant will be subject to HCDP Off-Spec Surcharges, based on the difference between the HCDP of the flow at such receipt point posted on the day, and the HCDP Spec.
- (m) Information, including bid price and volume, on the RFS will be kept confidential by Alliance: However, Alliance shall include the bid information of winning bidders in an aggregated form (minimum, maximum, average successful bids) in its Quarterly Surveillance Reports and provide the individual information to the CER if directed to do so by the CER.

### 5.3 Pricing of Seasonal Capacity and Daily Seasonal Service Capacity

- (a) The pricing of the Capacity offered for Seasonal Service and Daily Seasonal Service is biddable. Bid floors will be provided by service type and point in accordance with the levels approved by the CER.
- (b) The derivation of Bid floors for each transportation service will be as per Section 7 below.

### 5.4 Allocation of Seasonal Capacity and Daily Seasonal Service Capacity

- (a) Subject to Section 5.5, at the close of the OS, MOS or Bidding Window, Alliance shall evaluate and award the bids that collectively result in the highest NPV of Demand Charge revenues to Alliance.
- (b) If two (2) or more OS/MOS/Bidding Window RFSs have the same NPV value determined in accordance with sub-Section 5.4(a) and are to utilize the same receipt and delivery points or a common transportation path, and the available Capacity is not sufficient to provide service for the

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quantities requested in those OS/MOS/Bidding Window RFSs, then the Capacity shall be allocated on a pro-rata basis based on the capacity requested in each OS/MOS/Bidding Window RFS.

- (c) If the pro-rata share of the remaining Capacity allocated to an OS/MOS/Bidding Window RFS pursuant to sub-Section 5.4(b) is less than the minimum capacity specified in such OS/MOS/Bidding Window RFS, that OS/MOS/Bidding Window RFS shall be deemed to be rejected by Alliance and the remaining Capacity shall be reallocated under sub-Section 5.4(b) excluding such OS/MOS/Bidding Window RFS.

## 5.5 Alternative Allocation of Seasonal Capacity

- (a) At the close of the OS for which Alliance has provided advance notification that; (i) Service Applicant may request a shorter term, and (ii) the alternative capacity allocation process is to be used, Alliance shall evaluate and award the bids on the basis of highest bid toll.
- (b) If two (2) or more OS RFSs have the same bid toll determined in accordance with sub-Section 5.5(a) and are to utilize the same receipt and delivery points or a common transportation path, and the available Capacity is not sufficient to provide service for the quantities requested in those OS RFSs, then the Capacity shall be allocated on the basis of the earliest commencement date of the term of the Seasonal Service specified in the relevant OS RFSs and if the two (2) or more OS RFSs remain equal after application of this criteria, the Capacity shall be allocated on a pro-rata basis based on the capacity requested in each OS RFS.
- (c) If the pro-rata share of the remaining Capacity allocated to an OS pursuant to sub-Section 5.5(b) is less than the minimum capacity specified in such OS RFS, that OS RFS shall be deemed to be rejected by Alliance and the remaining Capacity shall be reallocated under sub-Sections 5.5(a) and (b) excluding such OS RFS.

## 6. ACCESS TO INTERRUPTIBLE CAPACITY

### 6.1 Posting of the Bidding Window

If at any time Alliance determines it has Interruptible (IT) capacity, Alliance may offer a Bidding Window for IT Service prior to any Nomination cycle. The Bidding Window will:

- (i) for the Timely Cycle, be posted no sooner than five (5) hours prior to the nomination time of the cycle;
- (ii) for all other cycles, be posted no sooner than two (2) hours prior to the nomination time of the cycle;
- (iii) include the type of service available;
- (iv) include the capacity available for each of the available Service Segments;
- (v) include the Bid Floor for each such service which may change from time to time pursuant to Section 7 below
- (vi) for an existing Firm Rich Gas Service contracted receipt point, the rate of HCDP Off-spec Surcharge that will be applicable for the point;
- (vii) for the Timely Cycle, close at 08:30 hours CCT and ninety (90) minutes prior to the nomination deadline of all other cycles; and
- (viii) be awarded pursuant to Section 6.3 below.

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This updated version is effective December 9, 2020.*

# Alliance Transportation Access Policy

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## 6.2 Requests for Available IT Service

- (a) In order to be eligible to submit an RFS for available IT Service, a Service Applicant shall first: (i) make a separate request, via the Customer Activities Website for an Interruptible Transportation Service Agreement, specifying the desired effective date, type of interruptible service, and the receipt point and zone; and (ii) comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff, and, if required by Alliance pursuant to Article 26, shall provide security for its IT Service financial and contractual obligations. Upon submission and acceptance of such request for an Interruptible Transportation Service Agreement and compliance with Article 26 of the Alliance Tariff, Service Applicant will be deemed to enter into an Interruptible Transportation Service Agreement substantially in the form set out in the Alliance Tariff, stating the effective date, and with a Schedule "A" stating the type of interruptible service, the receipt point and zone.
- (b) During a Bidding Window, Service Applicants may submit through Alliance's Customer Activity Website, an RFS for all or a portion of the available capacity.

The RFS shall be in respect of an existing Interruptible Transportation Service Agreement, and shall:

- (i) be for the same nomination cycle offered in the Bidding Window;
  - (ii) be for a service specified by Alliance as being available and consistent with the service specified in the Interruptible Transportation Service Agreement;
  - (iii) state the Maximum Daily Quantity (MDQ) requested;
  - (iv) for Receipt or Full-Path service, include the specified receipt point consistent with the service specified in the Interruptible Transportation Service Agreement; and
  - (v) state a bid value at or above the applicable Bid Floor value posted by Alliance.
- (c) In the event that the RFS is for service at a Liquids Receipt Point, the Service Applicant must ensure that the nominated Liquids Receipt Point is designated for the specific liquids product.
- (d) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will be required to contract for corresponding transport capacity on the U.S. Pipeline.
- (e) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
- (f) Information on the RFS will be kept confidential by Alliance, however, Alliance shall include the bid information of winning bidders in an aggregated form (minimum, maximum, average successful bids) in its Quarterly Surveillance Reports and provide the individual information to the CER if directed to do so by the CER.

## 6.3 Awarding of IT Service

- (a) At the close of the Bidding Window, Alliance shall rank the submitted RFSs and shall allocate the IT Capacity among Service Applicants on the basis of highest to lowest bid toll for each service.
- (b) If two (2) or more RFSs have the same ranking determined in accordance with sub-Sections 6.3(a) and are to utilize the same receipt and delivery points or a common transportation path, and the available IT Capacity is not sufficient to provide service for the quantities requested in those RFSs or combination of RFSs, then the Capacity shall be allocated on a pro-rata basis based on the capacity requested in each RFS.

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## Alliance Transportation Access Policy

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- (c) For all cycles, Alliance will use commercially reasonable efforts to award all IT capacity within thirty (30) minutes of the close of the Bidding Window. IT capacity will not be awarded to Service Applicants who have not met the requirements of Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (d) A Service Applicants nomination of IT capacity is subject to scheduling by Alliance in accordance with Article 14 of the General Terms and Conditions.
- (e) If an IT OS RFS is accepted by Alliance, and Alliance allocates capacity pursuant to this sub-Section 6.3, the Interruptible Transportation Service Agreement (Contract) will be deemed to have been amended, by adding the, Service Date Range, Maximum Daily Quantity, and Confirmed IT Toll coinciding with the Interruptible Service awarded, substantially in the form of Schedule "B" of the Interruptible Transportation Service Agreement set out in the Alliance Tariff.
- (f) In the event that available Interruptible Capacity is awarded at a FRGS Point, the Service Applicant will be subject to HCDP Off-Spec Surcharges, based on the difference between the HCDP of the flow at such receipt point posted on the day, and the HCDP Spec.

### 7. PRICING OF SEASONAL AND IT CAPACITY

- (a) The pricing of the Capacity offered for IT Service, Seasonal Service and Daily Seasonal Service is biddable. Bid floors will be provided by service type and receipt point in accordance with the levels approved by the CER's predecessor in its RH-2-2014 Reasons for Decision. The CER approved levels for bid floors are described below.
  - (i) Seasonal Service and Daily Seasonal Service bid floor levels may be set to a range between 100% to 125% of the 5-year fixed toll for the corresponding firm service type (e.g. FRS, FDS, FFPS).
  - (ii) IT Service bid floor levels (ITRS, ITDS, ITFPS) may be set to a range between 0% to 125% of the 5-year fixed toll for the corresponding firm service type (e.g. FRS, FDS, FFPS).
- (b) The derivation of the bid floors for ITRS and Seasonal Service and Daily Seasonal Service Receipt services within the bands provided above will be based on the following information and other non-data factors:
  - (i) Amount of capacity available
  - (ii) Previous demand and interruptible pricing in each locality
  - (iii) Competitor capacity availability and pricing
  - (iv) Market hub price signals, spot and forwards. Sub-factors include:
    1. Current and near-term weather forecasts
    2. Storage levels
    3. Natural gas supply & demand
- (c) The derivation of the bid floors for ITDS and Seasonal Service and Daily Seasonal Service Delivery services within the bands provided above will be based on the following information and other non-data factors:
  - (i) Amount of capacity available
  - (ii) Previous demand and interruptible pricing
  - (iii) Competitor capacity availability and pricing

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# Alliance Transportation Access Policy

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- (iv) Market hub price signals, spot and forwards (NIT, Chicago and Dawn gas pricing). Sub-factors include:
1. Current and near-term weather forecasts
  2. Storage levels
  3. Natural gas supply & demand
  4. CAD-US foreign exchange rates
- (d) The derivation of the bid floors for ITFPS and Seasonal Service and Daily Seasonal Service Full-Path services within the bands provided above will include a combination of all the factors summarized above.

## 8. MONTHLY RELOCATIONS

### 8.1 Future-Dated, Permanent or Temporary Relocation Posting

- (a) On or before the fifteenth (15<sup>th</sup>) day of the Month, Alliance may offer capacity available for relocation and post that it will consider RFS's for Future-Dated, Permanent or Temporary Relocations.
- (b) Future-Dated Relocations are available only for existing FFPS Shippers and FRS Shippers with Firm Transportation Service Agreements with initial terms of three (3) years (35 months for contracts commencing December 1, 2015) or greater. Permanent and Temporary Relocations are available for existing FFPS Shippers and FRS Shippers with Firm Transportation Service Agreements with initial terms of three (3) years (35 months for contracts commencing December 1, 2015) or greater, and for existing FFPS Shippers and FRS Shippers with Firm Transportation Service Agreements for Seasonal Service with a term of one (1) month or greater.

### 8.2 Requests for Future-Dated, Permanent or Temporary Relocations

- (a) Shippers may, through Alliance's Customer Activity Website, submit an RFS to Relocate all or a portion of their Contracted Capacity from a contracted Receipt Point to an alternate Receipt Point on a temporary, permanent or permanent future-dated basis. The request must be submitted prior to 16:00 CCT on the fifth (5<sup>th</sup>) Business Day after the posting.

The RFS shall:

- (i) state the applicable Firm TSA number;
- (ii) indicate if the relocation is to be temporary (temporary relocations are valid for a period of one month and may be reapplied for each month), permanent or permanent future-dated;
- (iii) state the existing Receipt point;
- (iv) state the requested alternate Receipt point;
- (v) state the requested portion of Contracted Capacity to be relocated; and
- (vi) for permanent future-dated relocation requests, state the future month in which service at the requested alternate Receipt Point will commence, which shall not be more than fourteen (14) months beyond the month Shipper submits its RFS to Relocate, and state the length of term by which Shipper's Firm Transportation Service Agreement will be extended, which extension shall be a minimum of two (2) years from the currently effective termination date in Shipper's Firm Transportation Service Agreement and shall end on October 31 in the final calendar year of the contract term extension.

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## Alliance Transportation Access Policy

## Alliance Pipeline

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### 8.3 Granting of Permanent or Temporary Relocations

- (a) The granting of Relocation requests is in Alliance's sole discretion.
- (b) Relocations will be granted by 16:00 CCT within ten (10) Business days, but no less than five (5) Business days from the time of the posting.
- (c) Relocation requests will be ranked lower than bids received during any OS, MOS, or Daily Seasonal Service Bidding Window that may be occurring during the same timeframe.
- (d) If any request is granted by Alliance, the terms and conditions of such relocation will be as per Article 11 of the General Terms and Conditions.

### 9. OPERATIONAL TEMPORARY RELOCATIONS

- (a) Operational Temporary Relocations are available for existing FFPS Shippers and FRS Shippers with Firm Transportation Service Agreements.
- (b) Operational Temporary Relocations will be available on a first come, first served basis, granted at Alliance's sole discretion.
- (c) Shipper may request to Relocate all or a portion of their Contracted Capacity from a contracted Receipt Point to an alternate Receipt Point on a temporary basis as a result of upstream operational issues incurred by the Shipper that impact baseline flows at the contracted receipt point, such as plant maintenance, turnaround, and unplanned events, and wellhead issues.
- (d) Provided that Shipper submits its request before 10:00 CCT of the day immediately preceding the day for which the Operational Temporary Relocation is requested to start (OTR Start Day), Alliance will advise shipper of the granting or denying of an Operational Temporary Relocation by 11:00 CCT of the day immediately preceding the OTR Start Day.
- (e) Shipper will submit its RFS through Alliance's Customer Activity Website to relocate all or a portion of their Contracted Capacity from a contracted Receipt Point to an alternate Receipt Point on a temporary basis, upon which the necessary contract amendments will be affected, including the requested term of the Operational Temporary Relocation.

The RFS shall:

- (i) state the applicable Firm TSA number;
  - (ii) state the requested term, which shall be for a period of no more than 30 days;
  - (iii) state the existing Receipt point;
  - (iv) state the requested relocated Receipt point;
  - (v) state the requested portion of Contracted Capacity to be relocated; and
  - (vi) state the reason for the operational event.
- (f) Relocation requests will be ranked lower than bids received during any OS, MOS, or Daily Seasonal Service Bidding Window that may be occurring during the same timeframe.
  - (g) If any request is granted by Alliance, the terms and conditions of such relocation will be as per Article 11 of the General Terms and Conditions.

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# Alliance Transportation Access Policy

# Alliance Pipeline

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## 10. MISCELLANEOUS PROVISIONS

- (a) This Policy is subject to the provisions of Alliance's CER-approved Tariff.
- (b) Any upper-cased term not defined herein shall have the meaning attributed thereto in the General Terms & Conditions of Alliance's Tariff as amended from time to time.

## 11. DEFINITIONS

**"Bidding Window"** shall mean a period of time during which Service Applicants or potential Service Applicants may submit bids for Daily Seasonal Service Capacity pursuant to sub-Section 5.2(a), or Interruptible Capacity pursuant to sub-Section 6.1;

**"Monthly Open Season (MOS)"** shall mean a defined period of time up to one month and specific process in which Service Applicants or potential Service Applicants may bid for Daily Seasonal Service;

**"Daily Seasonal Service Capacity"** shall mean the portion of system Capacity that is available for Daily Seasonal Service, as determined by Alliance in its sole discretion;

**"Firm Capacity (FC)"** shall mean firm capacity with a term of 3 or more years for Receipt and/or Full-Path service and one (1) or more years for Delivery service pursuant to sub-Section 4.1;

**"Firm Capacity Open Season (FCOS)"** shall mean a defined period of time and specific process in which Service Applicants or potential Service Applicants may bid for Firm Capacity;

**"Seasonal Capacity (SC)"** shall mean the portion of system Capacity that is available for Seasonal Service, as determined by Alliance in its sole discretion;

**"Open Season (OS)"** shall mean a defined period of time greater than one month and specific process in which Service Applicants or potential Service Applicants may bid for Seasonal Service;

**"Request For Service (RFS)"** shall mean an electronic written request for Firm Capacity, Seasonal Capacity, Daily Seasonal Service Capacity and Interruptible Capacity pursuant to sub-Sections 4.3, 5.1.1(A), 5.1.1(B), 5.2, 6.2 and Relocations pursuant to sub-Sections 8.2;

**"Service Applicant"** shall mean a Shipper or another party that submits a Request For Service pursuant to sub-Sections 4.3, 5.1.1(A), 5.1.1(B), 5.2, 6.2 and 8.2;

**"Service Segment"** shall mean any of the following segments on the Canadian Alliance Pipeline system:  
1) Zone 1 defined as all Alberta Receipt Points and Liquids Receipt points downstream of the Blueberry compressor station and 2) Zone 2 defined as all British Columbia and Alberta Receipt Points and Liquids Receipt Points at or upstream of the Blueberry compressor station and 3) the delivery segment at or downstream of the Alliance Trading Pool.

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**Appendix II**

**Alliance Transportation Access Policy  
(Redlined Version)**

# Alliance Transportation Access Policy

# Alliance Pipeline

## 8.3 Granting of Permanent or Temporary Relocations

- (a) The granting of Relocation requests is in Alliance's sole discretion.
- (b) Relocations will be granted by 16:00 CCT within ten (10) Business days, but no less than five (5) Business days from the time of the posting.
- (c) Relocation requests will be ranked lower than bids received during any OS, MOS, or Daily Seasonal Service Bidding Window that may be occurring during the same timeframe.
- (d) If any request is granted by Alliance, the terms and conditions of such relocation will be as per Article 11 of the General Terms and Conditions.

## 9. OPERATIONAL TEMPORARY RELOCATIONS

- (a) Operational Temporary Relocations are available for existing FFPS Shippers and FRS Shippers with Firm Transportation Service Agreements.
- (b) Operational Temporary Relocations will be available on a first come, first served basis, granted at Alliance's sole discretion.
- (c) Shipper may request to Relocate all or a portion of their Contracted Capacity from a contracted Receipt Point to an alternate Receipt Point on a temporary basis as a result of upstream operational issues incurred by the Shipper that impact baseline flows at the contracted receipt point, such as plant maintenance, turnaround, and unplanned events, and wellhead issues.
- (d) Provided that Shipper submits its request before 10:00 CCT of the day immediately preceding the day for which the Operational Temporary Relocation is requested to start (OTR Start Day), Alliance will advise shipper of the granting or denying of an Operational Temporary Relocation by 11:46:00 CCT of the day immediately preceding the OTR Start Day within two business days from the time of the shipper request.
- (e) Shipper will submit its RFS through Alliance's Customer Activity Website to relocate all or a portion of their Contracted Capacity from a contracted Receipt Point to an alternate Receipt Point on a temporary basis, upon which the necessary contract amendments will be affected, including the requested term of the Operational Temporary Relocation.

The RFS shall:

- (i) state the applicable Firm TSA number;
  - (ii) state the requested term, which shall be for a period of no more than 30 days;
  - (iii) state the existing Receipt point;
  - (iv) state the requested relocated Receipt point;
  - (v) state the requested portion of Contracted Capacity to be relocated; and
  - (vi) state the reason for the operational event.
- (f) Relocation requests will be ranked lower than bids received during any OS, MOS, or Daily Seasonal Service Bidding Window that may be occurring during the same timeframe.

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*This updated version is effective ~~December 9~~ October 15, 2020.*