

**Appendix I**

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

## 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 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 Firm Capacity for each of the available Service Segments;
- (c) the Date of Commencement when the Firm Capacity 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 Firm Capacity is available for; and
- (f) the Demand Charge for each such service pursuant to Section 4.2 below.

The upper limit of Firm Capacity available for contracting under Full-Path service is 1.325 Bcf/d. The upper limit of Firm Capacity available for contracting under Delivery service is 1.350 Bcf/d, reflecting the additional amount of capacity not otherwise used to transport the Full-Path service U.S Fuel Requirement to the border. The upper limit of Firm Capacity available for contracting under Receipt service is 1.365 Bcf/d, reflecting the additional amount of capacity required to transport the Delivery service Fuel Requirement to the Alliance Trading Pool.

#### 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 an 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, provided that if the posted Firm Capacity remains available beyond the commencement date specified in the posting, Service Applicant may state a later commencement date acceptable to Alliance in its sole discretion;
  - (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, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
  - (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.

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- (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 commercially 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 awarded Firm Capacity.
- (e) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (f) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Firm Service awarded to that Service Applicant in the RFS process.

#### **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, which may consist of one or more Dates of Commencement acceptable to Alliance; 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) Firm Capacity Open Season**

- (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 RFS shall:

- (i) state a commencement date that matches one of the commencement dates 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 a concurrent requirement for corresponding Receipt service on the Canadian Pipeline if the latter is offered in the FCOS; and if for Receipt

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- service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the FCOS;
- (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 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 require corresponding transport capacity on the U.S. Pipeline, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
- (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 RFSs will be evaluated according to the criteria as set out in sub-Section 4.8.
- (h) Alliance will use commercially 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 awarded any Firm Capacity.
- (i) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (j) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Firm Service awarded to that Service Applicant in the FCOS.
- (k) Information, including requested term and volume, on the RFS will be kept confidential by Alliance.
- (B) Residual Firm Capacity Open Season**
- (a) If following the completion of the awarding process in a Firm Capacity Open Season conducted pursuant to sub-Section 4.6(A) hereof, all or a portion of the Firm Capacity that was initially offered

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remains unawarded, Alliance may in its sole discretion offer all or a portion of such unawarded Firm Capacity (Residual Firm Capacity or RFC) through the posting of a Notice of a Residual Firm Capacity Open Season (RFCOS) whereby such remaining capacity is offered through an iterative RFC Bidding Window process. In each RFC Bidding Window, Alliance shall post the remaining amount of available Residual Firm Capacity, evaluate any and all bids received, and then award Residual Firm Capacity, as applicable. This process would then be repeated sequentially until the earlier of i) all available Residual Firm Capacity having been awarded, ii) five (5) Business Days prior to the posted Date of Commencement of Service, iii) the RFCOS is superseded by the posting of a new FCOS for the same capacity, or iv) Alliance having provided notice, in its sole discretion, that the RFCOS has terminated.

- (b) When an RFCOS is in effect, Alliance will post on its website an RFC Bidding Window's start date and end date, the duration of which shall be a minimum of four (4) Business Days, and the amount of RFC that remains available for offering in that RFC Bidding Window. All other RFCOS parameters will be the same as those that were established in the originating FCOS, including:
- (i) the type of service available;
  - (ii) the Date of Commencement for such Firm Capacity, which may consist of one or more Dates of Commencement acceptable to Alliance; and,
  - (iii) if applicable, a condition that the Date of Termination must coincide with the end of a gas year.
- (c) Service Applicants that wish to bid in an RFC Bidding Window must submit an RFS on Alliance's Customer Activity Website no later than 12:00 CCT on the Day of the RFC Bidding Window end date. Service Applicant may submit an RFS for all or a portion of the Residual Firm Capacity that is posted for that RFC Bidding Window.

The RFS shall:

- (i) state a commencement date that matches one of the commencement dates specified by Alliance in the RFCOS posting;
  - (ii) be for a service specified by Alliance in the RFCOS 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 if the latter is offered in the RFCOS; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the RFCOS;
  - (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 RFCOS posting, and which if for Receipt and/or Full-Path service must result in a contract term of at least three (3) years, or if for Delivery service must result in a contract term of at least one (1) year.
- (d) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will require corresponding transport capacity on the U.S. Pipeline, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
- (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

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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.

- (f) 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 respective RSC Bidding Window.
- (g) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
- (h) The RFS will be evaluated according to the criteria as set out in sub-Section 4.8.
- (i) Alliance will use commercially reasonable efforts to notify, as soon as possible but in no event longer than five (5) Business Days after the close of the RFC Bidding Window, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been awarded any Residual Firm Capacity.
- (j) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (k) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Firm Service awarded to that Service Applicant in the RFC Bidding Window process.
- (l) Information, including requested term and volume, on the RFS will be kept confidential by Alliance.

#### **4.7 Pricing of Firm Capacity in an Open Season**

- (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 in an Open Season**

- (a) At the close of an FCOS or an RFC Bidding Window, Alliance shall evaluate and award the respective bids that collectively result in the highest NPV of Demand Charge revenues to Alliance over the requested contract terms.
- (b) If during the evaluation and awarding process, two (2) or more 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 RFSs, then the capacity shall be allocated on a pro-rata basis based on the capacity requested in each RFS.
- (c) If the pro-rata share of the remaining capacity allocated to an RFS pursuant to sub-Section 4.8(b) is less than the minimum capacity specified in such RFS, that RFS shall be deemed to be rejected by Alliance and the remaining capacity shall be reallocated under sub-Section 4.8(b) excluding such RFS.

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**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 Seasonal Capacity Open Season (SCOS) which would include:

- (a) the SCOS 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.

**(A) Seasonal Capacity Open Season for Seasonal Service**

- (a) For offerings of Seasonal Capacity for Receipt, Delivery or Full-Path service, the SCOS end date shall be set at least five (5) full Business Days prior to the posted Date of Commencement of Service. Service Applicant may during the SCOS submit through Alliance's Customer Activity Website, an RFS for all or a portion of the SC available for the term specified in the SCOS Notice. The date of commencement and termination shall be the first day and last day of service as stated in the SCOS, or such shorter period should Alliance, in its sole discretion, provide advance notification in the SCOS 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.

The RFS shall:

- (i) state the same commencement and termination dates specified by Alliance in the Notice of SCOS, or, subject to notification having been provided by Alliance in the SCOS 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 SCOS;
- (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 if the latter is offered in the SCOS; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the SCOS;
- (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.

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- (b) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will require corresponding transport capacity on the U.S. Pipeline, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
- (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 SCOS 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 SCOS.
- (f) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
- (g) The 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 commercially reasonable efforts to notify, as soon as possible but in no event longer than five (5) Business Days after the close of the SCOS, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been awarded any Seasonal Capacity.
- (i) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (j) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Seasonal Service awarded to that Service Applicant in the SCOS.
- (k) In the event that available Seasonal Capacity is awarded at a FRGS Point for a contract term not greater than one (1) month, 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.
- (l) 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) Residual Seasonal Capacity Open Season for Seasonal Service**

- (a) If following the completion of the awarding process in a Seasonal Capacity Open Season conducted pursuant to sub-Section 5.1(A) hereof, all or a portion of the Seasonal Capacity that was initially

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offered remains unawarded (Residual Seasonal Capacity or RSC), Alliance may in its sole discretion offer such Residual Seasonal Capacity through the posting of a Notice of a Residual Seasonal Capacity Open Season (RSCOS) whereby such remaining capacity is offered through an RSC Bidding Window process, by which Alliance shall, on a daily basis, post the remaining amount of available Residual Seasonal Capacity, evaluate any and all bids received, and then award Residual Seasonal Capacity, as applicable. This process would then be repeated each day until the earlier of i) all available Residual Seasonal Capacity having been awarded, ii) five (5) Business Days prior to the posted Date of Commencement of Service, iii) the RSCOS is superseded by the posting of a new SCOS for the same capacity, or iv) Alliance having provided notice, in its sole discretion, that the RSCOS has terminated.

- (b) When an RSCOS is in effect, Alliance will each day post on its website by 18:00 CCT the amount of RSC that remains available for offering in the next Day's RSC Bidding Window. All other RSCOS parameters will be the same as those that were established in the originating SCOS, including:
- (i) the type of service available;
  - (ii) the Date of Commencement;
  - (iii) the Date of Termination;
  - (iv) whether Service Applicant may request a shorter term and whether capacity would be allocated in accordance with sub-Section 5.4 or 5.5, if applicable; and
  - (v) the Bid Floor for each such service and, if applicable, each Service Segment.
- (c) Service Applicants that wish to bid in an RSC Bidding Window must submit an RFS on Alliance's Customer Activity Website prior to the close of that Day's RSC Bidding Window at 08:30 CCT. Service Applicant may submit an RFS for all or a portion of the Residual Seasonal Capacity that is posted for that RSC Bidding Window. The date of commencement and termination shall be the first day and last day of service as stated in the RSCOS posting, or such shorter period if notification had been provided by Alliance that Service Applicant may request a shorter term as prescribed below.

The RFS shall:

- (i) state the same commencement and termination dates specified by Alliance in the RSCOS posting, or, subject to notification having been provided by Alliance, 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 RSCOS posting;
  - (ii) be for a service specified by Alliance in the RSCOS 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 if the latter is offered in the RSCOS; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the RSCOS;
  - (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.
- (d) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will require corresponding transport capacity on the U.S. Pipeline, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.

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- (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 Service Applicant is unable to obtain such required corresponding transport and/or service, then the RFS will be rejected.
- (f) 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 respective RSC Bidding Window.
- (g) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
- (h) The RFS will be evaluated according to the criteria as set out in sub-Section 5.4 or sub-Section 5.5, as applicable.
- (i) Alliance will use commercially reasonable efforts to notify within 90 minutes after the close of each Day's RSC Bidding Window, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been awarded any Residual Seasonal Capacity.
- (j) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (k) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Seasonal Service awarded to that Service Applicant in the RSC Bidding Window process.
- (l) In the event that available Residual Seasonal Capacity is awarded at a FRGS Point for a contract term not greater than one (1) month, 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.

**(C) Monthly Open Season for Seasonal Service**

- (a) Alliance may post on its website on any Business Day a Monthly Open Season (MOS) for Seasonal Capacity for Receipt, Delivery or Full-Path service having contract terms of one (1) month or less and that is available in the current Month or the next Month. Provided however, if Alliance gives notice that it will hold a Seasonal Capacity Open Season pursuant to sub-Section 5.1(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 SCOS.

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- (b) Alliance will post.
  - (i) the type of service available;
  - (ii) the amount of SC for each of the available Service Segments;
  - (iii) the Date of Commencement and the Date of Termination for such SC, together representing the term for which the Seasonal Capacity is available, which term will be up to one (1) month; and
  - (iv) the Bid Floor for each such service and, if applicable, each Service Segment, pursuant to Section 7 below
- (c) Alliance shall post the MOS on its website by 18:00 CCT and include the start and end date for the MOS.
- (d) Service Applicants may bid in a MOS by submitting an RFS on Alliance's Customer Activity Website no later than 08:30 CCT on the Day that a MOS is to end, provided that in order for the RFS to be eligible for evaluation and acceptance by Alliance, the Service Applicant (or its Guarantor) must possess sufficient creditworthiness as determined by Alliance in accordance with Article 26 of the General Terms and Conditions of the Tariff or, if Service Applicant is required to provide security for its financial and contractual obligations, the Service Applicant shall have furnished such security to Alliance as required in respect of its then existing Service Agreements with Alliance, together with the Contracted Capacity as would result from a successful RFS.

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 if the latter is offered in the MOS; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the MOS;
  - (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.
- (e) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will require corresponding transport capacity on the U.S. Pipeline, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
  - (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.

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- (h) 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 MOS.
- (i) The RFSs will be evaluated according to the criteria as set out in sub-Section 5.4.
- (j) 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 awarded any Seasonal Capacity.
- (k) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Seasonal Service awarded to that Service Applicant in the MOS.
- (l) 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.
- (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.

**5.2 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 Daily Bidding Window for Daily Seasonal Service prior to any Nomination cycle. The Daily 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 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 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. Upon submission and acceptance of such request for a Firm Transportation Service Agreement for Daily Seasonal Service, Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, stating

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the effective date, and with a Schedule "B-1" stating the type of firm service, the receipt point and zone.

- (c) During a Daily 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 provided that in order for the RFS to be eligible for evaluation and acceptance by Alliance the Service Applicant (or its Guarantor) must possess sufficient creditworthiness as determined by Alliance in accordance with Article 26 of the General Terms and Conditions of Alliance's Tariff or, if Service Applicant is required to provide security for its financial and contractual obligations, the Service Applicant shall have furnished such security to Alliance as required in respect of its then existing Service Agreements with Alliance, together with the Contracted Capacity as would result from a successful RFS.

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 Daily 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 if the latter is offered in the Daily Bidding Window; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the Daily Bidding Window;
  - (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 require corresponding transport capacity on the U.S. Pipeline, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
- (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 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 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 Daily Bidding Window.
- (h) The RFSs will be evaluated according to the criteria as set out in sub-Section 5.4.
- (i) For all cycles, Alliance will use commercially reasonable efforts to notify within thirty (30) minutes, after the close of the Daily Bidding Window, through Alliance's Customer Activity Website or any

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other electronic means, all Service Applicants who have been allocated any Daily Seasonal Service Capacity.

- (j) If an RFS is accepted by Alliance, and Alliance allocates capacity pursuant to sub-Section 5.4, the Firm Transportation Service Agreement 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.
- (k) 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.
- (l) 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 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) Unless Section 5.5 is applicable, at the close of an SCOS, RSC Bidding Window, MOS or Daily Bidding Window, Alliance shall evaluate and award the respective bids that collectively result in the highest NPV of Demand Charge revenues to Alliance.
- (b) If during the evaluation and awarding process, two (2) or more 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 quantities requested in those RFSs, then the capacity shall be allocated on a pro-rata basis based on the capacity requested in each RFS.
- (c) If the pro-rata share of the remaining capacity allocated to an RFS pursuant to sub-Section 5.4(b) is less than the minimum capacity specified in such RFS, that RFS shall be deemed to be rejected by Alliance and the remaining capacity shall be reallocated under sub-Section 5.4(b) excluding such RFS.

### **5.5 Alternative Allocation of Seasonal Capacity**

- (a) At the close of an SCOS or an RSC Bidding Window 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 respective bids on the basis of highest bid toll.
- (b) If during the evaluation and awarding process, two (2) or more RFSs have the same bid toll determined in accordance with sub-Section 5.5(a) and are to utilize the same receipt and delivery

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points or a common transportation path, and the available capacity is not sufficient to provide service for the quantities requested in those 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 RFSs and if the two (2) or more 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 RFS.

- (c) If the pro-rata share of the remaining capacity allocated to an RFS pursuant to sub-Section 5.5(b) is less than the minimum capacity specified in such RFS, that 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 RFS.

## 6. ACCESS TO INTERRUPTIBLE CAPACITY

### 6.1 Posting of the IT Bidding Window

If at any time Alliance determines it has Interruptible (IT) Capacity, Alliance may offer an IT Bidding Window for IT Service prior to any Nomination cycle. The IT 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 CCT and ninety (90) minutes prior to the nomination deadline of all other cycles; and
- (viii) be awarded pursuant to Section 6.3 below.

### 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 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. Upon submission and acceptance of such request for an Interruptible Transportation Service Agreement, Service Applicant and Alliance 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 an IT Bidding Window, Service Applicants may submit through Alliance's Customer Activity Website, an RFS for all or a portion of the available capacity provided that in order for the RFS to be eligible for evaluation and acceptance by Alliance the Service Applicant (or its Guarantor) must possess sufficient creditworthiness as determined by Alliance in accordance with Article 26 of the General Terms and Conditions of Alliance's Tariff or, if Service Applicant is required to provide security for its financial and contractual obligations, the Service Applicant shall have furnished such security to Alliance as required in respect of its then existing Service Agreements with Alliance, together with the Maximum Daily Quantity as would result from a successful RFS.

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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 IT 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 require corresponding transport capacity on the U.S. Pipeline, in accordance with Article 1.1(c) of Toll Schedule Interruptible Full Path Service of Alliance's Tariff.
- (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 IT 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 during the evaluation and awarding process, 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.
- (c) For all cycles, Alliance will use commercially reasonable efforts to award all IT Capacity within thirty (30) minutes of the close of the IT Bidding Window.
- (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 Bidding Window RFS is accepted by Alliance, and Alliance allocates capacity pursuant to this sub-Section 6.3, the Interruptible Transportation Service Agreement 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.

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## 7. PRICING OF SEASONAL AND IT CAPACITY

- (a) The pricing of 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
  - (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

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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.

### **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 FCOS, SCOS, RSC Bidding Window, MOS, or Daily 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

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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 FCOS, SCOS, RSC Bidding Window, MOS, or Daily 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.

## 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

**"Daily Bidding Window"** shall mean a period of time during which Service Applicants or potential Service Applicants may submit bids for Daily Seasonal Service Capacity;

**"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 three (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 the specific process in which Service Applicants or potential Service Applicants may submit bids for Firm Capacity;

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**“Interruptible Capacity (IT Capacity)”** shall mean the portion of system capacity that is available for Interruptible Service, as determined by Alliance in its sole discretion;

**“IT Bidding Window”** shall mean a period of time during which Service Applicants or potential Service Applicants may submit bids for Interruptible Capacity;

**“Monthly Open Season (MOS)”** shall mean a defined period of time and the specific process in which Service Applicants or potential Service Applicants may submit bids for Seasonal Capacity having a term of one month or less and that is available in the current Month or the next Month;

**“Notice”** shall mean a posting on Alliance’s Informational Posting Site;

**“Request For Service (RFS)”** shall mean an electronic written request for Firm Capacity, Seasonal Capacity, Daily Seasonal Service Capacity or Interruptible Capacity pursuant to sub-Sections 4.3, 4.6(A), 4.6(B), 5.1(A), 5.1(B), 5.1(C), 5.2, or 6.2, respectively, or Relocations pursuant to sub-Sections 8.2 or 9(e);

**“Residual Firm Capacity (RFC)”** shall mean all or a portion of the amount of Firm Capacity that was initially offered but not awarded following the completion of a Firm Capacity Open Season, or that continues to remain unawarded throughout a Residual Firm Capacity Open Season;

**“Residual Firm Capacity Open Season (RFCOS)”** shall mean a period of time and the specific process in which Residual Firm Capacity is offered;

**“RFC Bidding Window”** shall mean a period of time within an RFCOS during which Service Applicants or potential Service Applicants may submit bids for Residual Firm Capacity;

**“Residual Seasonal Capacity (RSC)”** shall mean the amount of Seasonal Capacity that was initially offered but not awarded following the completion of a Seasonal Capacity Open Season, or that continues to remain unawarded throughout a Residual Seasonal Capacity Open Season, and additionally, would be available for contracting for the full term specified in the originating Seasonal Capacity Open Season;

**“Residual Seasonal Capacity Open Season (RSCOS)”** shall mean a period of time and the specific process in which Residual Seasonal Capacity is offered;

**“RSC Bidding Window”** shall mean a period of time within an RSCOS during which Service Applicants or potential Service Applicants may submit bids for Residual Seasonal 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;

**“Seasonal Capacity Open Season (SCOS)”** shall mean a defined period of time and the specific process in which Service Applicants or potential Service Applicants may submit bids for Seasonal Capacity;

**“Service Applicant”** shall mean a Shipper or another party that submits a Request For Service pursuant to sub-Sections 4.3, 4.6(A), 4.6(B), 5.1(A), 5.1(B), 5.1(C), 5.2, 6.2, 8.2 or 9(e);

**“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

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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)**

## 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 Firm Capacity for each of the available Service Segments;
- (c) the Date of Commencement when the Firm Capacity 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 Firm Capacity is available for; and
- (f) the Demand Charge for each such service pursuant to Section 4.2 below.

The upper limit of Firm Capacity available for contracting under Full-Path service is 1.325 Bcf/d. The upper limit of Firm Capacity available for contracting under Delivery service is 1.350 Bcf/d, reflecting the additional amount of capacity not otherwise used to transport the Full-Path service U.S Fuel Requirement to the border. The upper limit of Firm Capacity available for contracting under Receipt service is 1.365 Bcf/d, reflecting the additional amount of capacity required to transport the Delivery service Fuel Requirement to the Alliance Trading Pool.

#### 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 an 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, provided that if the posted Firm Capacity remains available beyond the commencement date specified in the posting, Service Applicant may state a later commencement date acceptable to Alliance in its sole discretion;
  - (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, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
  - (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.

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- (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 commercially 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 awarded Firm Capacity.
- (e) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (f) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Firm Service awarded to that Service Applicant in the RFS process.

#### 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, which may consist of one or more Dates of Commencement acceptable to Alliance; 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) Firm Capacity Open Season

- (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 a commencement date that matches one of the commencement dates 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

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- corresponding Receipt service on the Canadian Pipeline if the latter is offered in the FCOS; and if for Receipt service, state whether there is, ~~if applicable~~, a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the FCOS;
- (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 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, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
- (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 RFSs will be evaluated according to the criteria as set out in sub-Section 4.8.
- (h) Alliance will use commercially 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 awarded any Firm Capacity.
- (i) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (j) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Firm Service awarded to that Service Applicant in the FCOS.
- (k) Information, including requested term and volume, on the RFS will be kept confidential by Alliance.

**(B) Residual Firm Capacity Open Season**

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- (a) If following the completion of the awarding process in a Firm Capacity Open Season conducted pursuant to sub-Section 4.6(A) hereof, all or a portion of the Firm Capacity that was initially offered remains unawarded, Alliance may in its sole discretion offer all or a portion of such unawarded Firm Capacity (Residual Firm Capacity or RFC) through the posting of a Notice of a Residual Firm Capacity Open Season (RFCOS) whereby such remaining capacity is offered through an iterative RFC Bidding Window process. In each RFC Bidding Window, Alliance shall post the remaining amount of available Residual Firm Capacity, evaluate any and all bids received, and then award Residual Firm Capacity, as applicable. This process would then be repeated sequentially until the earlier of i) all available Residual Firm Capacity having been awarded, ii) five (5) Business Days prior to the posted Date of Commencement of Service, iii) the RFCOS is superseded by the posting of a new FCOS for the same capacity, or iv) Alliance having provided notice, in its sole discretion, that the RFCOS has terminated.
- (b) When an RFCOS is in effect, Alliance will post on its website an RFC Bidding Window's start date and end date, the duration of which shall be a minimum of four (4) Business Days, and the amount of RFC that remains available for offering in that RFC Bidding Window. All other RFCOS parameters will be the same as those that were established in the originating FCOS, including:
- (i) the type of service available;
  - (ii) the Date of Commencement for such Firm Capacity, which may consist of one or more Dates of Commencement acceptable to Alliance; and,
  - (iii) if applicable, a condition that the Date of Termination must coincide with the end of a gas year.
- (c) Service Applicants that wish to bid in an RFC Bidding Window must submit an RFS on Alliance's Customer Activity Website no later than 12:00 CCT on the Day of the RFC Bidding Window end date. Service Applicant may submit an RFS for all or a portion of the Residual Firm Capacity that is posted for that RFC Bidding Window.
- The RFS shall:
- (i) state a commencement date that matches one of the commencement dates specified by Alliance in the RFCOS posting;
  - (ii) be for a service specified by Alliance in the RFCOS 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 if the latter is offered in the RFCOS; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the RFCOS;
  - (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 RFCOS posting, and which if for Receipt and/or Full-Path service must result in a contract term of at least three (3) years, or if for Delivery service must result in a contract term of at least one (1) year.
- (d) In the event that the RFS is for Full-Path transportation service, the successful RFS Service Applicant (or its Affiliate) will require corresponding transport capacity on the U.S. Pipeline, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.

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- (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 Service Applicant is unable to obtain such required corresponding transport and/or service, then the RFS will be rejected.
- (f) 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 respective RSC Bidding Window.
- (g) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
- (h) The RFS will be evaluated according to the criteria as set out in sub-Section 4.8.
- (i) Alliance will use commercially reasonable efforts to notify, as soon as possible but in no event longer than five (5) Business Days after the close of the RFC Bidding Window, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been awarded any Residual Firm Capacity.
- (j) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (k) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Firm Service awarded to that Service Applicant in the RFC Bidding Window process.
- (l) Information, including requested term and volume, on the RFS will be kept confidential by Alliance.

#### **4.7 Pricing of Firm Capacity in an Open Season**

- (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 in an Open Season**

- (a) At the close of ~~the an~~ FCOS or an RFC Bidding Window, Alliance shall evaluate and award the respective bids that collectively result in the highest NPV of Demand Charge revenues to Alliance over the requested contract terms.
- (b) If during the evaluation and awarding process, two (2) or more 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 RFSs, then the capacity shall be allocated on a pro-rata basis based on the capacity requested in each RFS.
- (c) If the pro-rata share of the remaining capacity allocated to an RFS pursuant to sub-Section 4.8(b) is less than the minimum capacity specified in such RFS, that RFS shall be deemed to be rejected by

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Alliance and the remaining capacity shall be reallocated under sub-Section 4.8(b) excluding such 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 Seasonal Capacity Open Season (SCOS) which would include:

- (a) the SCOS 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.

#### (A) Seasonal Capacity Open Season for Seasonal Service

- (a) For offerings of Seasonal Capacity for Receipt, Delivery or Full-Path service, the SCOS end date shall be set at least five (5) full Business Days prior to the posted Date of Commencement of Service. Service Applicant may during the SCOS submit through Alliance's Customer Activity Website, an RFS for all or a portion of the SC available for the term specified in the SCOS Notice. The date of commencement and termination shall be the first day and last day of service as stated in the SCOS, or such shorter period should Alliance, in its sole discretion, provide advance notification in the SCOS 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.

The RFS shall:

- (i) state the same commencement and termination dates specified by Alliance in the Notice of SCOS, or, subject to notification having been provided by Alliance in the SCOS 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 SCOS;
- (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 if the latter is offered in the SCOS; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the SCOS;
- (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;

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- (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, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
- (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 SCOS 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 SCOS.
- (f) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
- (g) The 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 commercially reasonable efforts to notify, as soon as possible but in no event longer than five (5) Business Days after the close of the SCOS, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been awarded any Seasonal Capacity.
- (i) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (j) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Seasonal Service awarded to that Service Applicant in the SCOS.
- (k) In the event that available Seasonal Capacity is awarded at a FRGS Point for a contract term not greater than one (1) month, 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.
- (l) 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) Residual Seasonal Capacity Open Season for Seasonal Service**

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- (a) If following the completion of the awarding process in a Seasonal Capacity Open Season conducted pursuant to sub-Section 5.1(A) hereof, all or a portion of the Seasonal Capacity that was initially offered remains unawarded (Residual Seasonal Capacity or RSC), Alliance may in its sole discretion offer such Residual Seasonal Capacity through the posting of a Notice of a Residual Seasonal Capacity Open Season (RSCOS) whereby such remaining capacity is offered through an RSC Bidding Window process, by which Alliance shall, on a daily basis, post the remaining amount of available Residual Seasonal Capacity, evaluate any and all bids received, and then award Residual Seasonal Capacity, as applicable. This process would then be repeated each day until the earlier of i) all available Residual Seasonal Capacity having been awarded, ii) five (5) Business Days prior to the posted Date of Commencement of Service, iii) the RSCOS is superseded by the posting of a new SCOS for the same capacity, or iv) Alliance having provided notice, in its sole discretion, that the RSCOS has terminated.
- (b) When an RSCOS is in effect, Alliance will each day post on its website by 18:00 CCT the amount of RSC that remains available for offering in the next Day's RSC Bidding Window. All other RSCOS parameters will be the same as those that were established in the originating SCOS, including:
- (i) the type of service available;
  - (ii) the Date of Commencement;
  - (iii) the Date of Termination;
  - (iv) whether Service Applicant may request a shorter term and whether capacity would be allocated in accordance with sub-Section 5.4 or 5.5, if applicable; and
  - (v) the Bid Floor for each such service and, if applicable, each Service Segment.
- (c) Service Applicants that wish to bid in an RSC Bidding Window must submit an RFS on Alliance's Customer Activity Website prior to the close of that Day's RSC Bidding Window at 08:30 CCT. Service Applicant may submit an RFS for all or a portion of the Residual Seasonal Capacity that is posted for that RSC Bidding Window. The date of commencement and termination shall be the first day and last day of service as stated in the RSCOS posting, or such shorter period if notification had been provided by Alliance that Service Applicant may request a shorter term as prescribed below.

The RFS shall:

- (i) state the same commencement and termination dates specified by Alliance in the RSCOS posting, or, subject to notification having been provided by Alliance, 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 RSCOS posting;
- (ii) be for a service specified by Alliance in the RSCOS 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 if the latter is offered in the RSCOS; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the RSCOS;
- (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.

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- (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, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
- (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 Service Applicant is unable to obtain such required corresponding transport and/or service, then the RFS will be rejected.
- (f) 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 respective RSC Bidding Window.
- (g) If the RFS is incomplete or does not conform to the requirements herein, such RFS shall be rejected.
- (h) The RFS will be evaluated according to the criteria as set out in sub-Section 5.4 or sub-Section 5.5, as applicable.
- (i) Alliance will use commercially reasonable efforts to notify within 90 minutes after the close of each Day's RSC Bidding Window, through Alliance's Customer Activity Website or any other electronic means, all Service Applicants who have been awarded any Residual Seasonal Capacity.
- (j) Service Applicant shall comply with Article 26 Financial Assurances of the General Terms and Conditions of Alliance's Tariff.
- (k) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Seasonal Service awarded to that Service Applicant in the RSC Bidding Window process.
- (l) In the event that available Residual Seasonal Capacity is awarded at a FRGS Point for a contract term not greater than one (1) month, 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.

### **(C) Monthly Open Season for Seasonal Service**

- (a) Alliance may post on its website on any Business Day a Monthly Open Season (MOS) for Seasonal Capacity for Receipt, Delivery or Full-Path service having contract terms of one (1) month or less and that is available in the current Month or the next Month. Provided however, if Alliance gives notice that it will hold a Seasonal Capacity Open Season pursuant to sub-Section 5.1(A) hereof, the

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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 SCOS.

- (b) Alliance will post.
  - (i) the type of service available;
  - (ii) the amount of SC for each of the available Service Segments;
  - (iii) the Date of Commencement and the Date of Termination for such SC, together representing the term for which the Seasonal Capacity is available, which term will be up to one (1) month; and
  - (iv) the Bid Floor for each such service and, if applicable, each Service Segment, pursuant to Section 7 below
- (c) Alliance shall post the MOS on its website by 18:00 CCT and include the start and end date for the MOS.
- (d) Service Applicants may bid in a MOS by submitting an RFS on Alliance's Customer Activity Website no later than 08:30 CCT on the Day that a MOS is to end, provided that in order for the RFS to be eligible for evaluation and acceptance by Alliance, the Service Applicant (or its Guarantor) must possess sufficient creditworthiness as determined by Alliance in accordance with Article 26 of the General Terms and Conditions of the Tariff or, if Service Applicant is required to provide security for its financial and contractual obligations, the Service Applicant shall have furnished such security to Alliance as required in respect of its then existing Service Agreements with Alliance, together with the Contracted Capacity as would result from a successful RFS.

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 if the latter is offered in the MOS; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the MOS;
  - (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.
- (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, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
  - (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

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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 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) The RFSs will be evaluated according to the criteria as set out in sub-Section 5.4.
- (j) 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 awarded any Seasonal Capacity.
- (k) Upon award of capacity, the Service Applicant and Alliance will be deemed to enter into a Firm Transportation Service Agreement substantially in the form set out in the Alliance Tariff, having a commencement date and termination date, type of service, Contracted Capacity, receipt point(s) and toll coinciding with the Seasonal Service awarded to that Service Applicant in the MOS.
- (l) 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.
- (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.

**5.2 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 Daily Bidding Window for Daily Seasonal Service prior to any Nomination cycle. The Daily 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 CCT and ninety (90) minutes prior to the nomination deadline of all other cycles; and
  - (viii) be awarded pursuant to Section 5.4 below.

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- (b) In order to be eligible to submit an RFS for available Daily Seasonal Service, a Service Applicant shall first 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. Upon submission and acceptance of such request for a Firm Transportation Service Agreement for Daily Seasonal Service, Service Applicant and Alliance 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 Daily 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 provided that in order for the RFS to be eligible for evaluation and acceptance by Alliance the Service Applicant (or its Guarantor) must possess sufficient creditworthiness as determined by Alliance in accordance with Article 26 of the General Terms and Conditions of Alliance's Tariff or, if Service Applicant is required to provide security for its financial and contractual obligations, the Service Applicant shall have furnished such security to Alliance as required in respect of its then existing Service Agreements with Alliance, together with the Contracted Capacity as would result from a successful RFS.

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 Daily 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 if the latter is offered in the Daily Bidding Window; and if for Receipt service, state whether there is a concurrent requirement for corresponding Delivery service on the Canadian Pipeline if the latter is offered in the Daily Bidding Window;
  - (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, in accordance with Article 1.1(c) of Toll Schedule Firm Full Path Service of Alliance's Tariff.
- (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 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.

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- (g) 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 Daily Bidding Window.
- (h) The RFSs will be evaluated according to the criteria as set out in sub-Section 5.4.
- (i) For all cycles, Alliance will use commercially reasonable efforts to notify within thirty (30) minutes, after the close of the Daily 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.
- (j) If an RFS is accepted by Alliance, and Alliance allocates capacity pursuant to sub-Section 5.4, the Firm Transportation Service Agreement 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.
- (k) 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.
- (l) 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 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) Unless Section 5.5 is applicable, at the close of an SCOS, RSC Bidding Window, MOS or Daily Bidding Window, Alliance shall evaluate and award the respective bids that collectively result in the highest NPV of Demand Charge revenues to Alliance.
- (b) If during the evaluation and awarding process, two (2) or more 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 quantities requested in those RFSs, then the capacity shall be allocated on a pro-rata basis based on the capacity requested in each RFS.
- (c) If the pro-rata share of the remaining capacity allocated to an RFS pursuant to sub-Section 5.4(b) is less than the minimum capacity specified in such RFS, that RFS shall be deemed to be rejected by Alliance and the remaining capacity shall be reallocated under sub-Section 5.4(b) excluding such RFS.

### 5.5 Alternative Allocation of Seasonal Capacity

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- (a) At the close of an SCOS or an RSC Bidding Window 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 respective bids on the basis of highest bid toll.
- (b) If during the evaluation and awarding process, two (2) or more 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 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 RFSs and if the two (2) or more 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 RFS.
- (c) If the pro-rata share of the remaining capacity allocated to an RFS pursuant to sub-Section 5.5(b) is less than the minimum capacity specified in such RFS, that 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 RFS.

## 6. ACCESS TO INTERRUPTIBLE CAPACITY

### 6.1 Posting of the IT Bidding Window

If at any time Alliance determines it has Interruptible (IT) Capacity, Alliance may offer an IT Bidding Window for IT Service prior to any Nomination cycle. The IT 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 CCT and ninety (90) minutes prior to the nomination deadline of all other cycles; and
- (viii) be awarded pursuant to Section 6.3 below.

### 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 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. Upon submission and acceptance of such request for an Interruptible Transportation Service Agreement, Service Applicant and Alliance 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.

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- (b) During an IT Bidding Window, Service Applicants may submit through Alliance's Customer Activity Website, an RFS for all or a portion of the available capacity provided that in order for the RFS to be eligible for evaluation and acceptance by Alliance the Service Applicant (or its Guarantor) must possess sufficient creditworthiness as determined by Alliance in accordance with Article 26 of the General Terms and Conditions of Alliance's Tariff or, if Service Applicant is required to provide security for its financial and contractual obligations, the Service Applicant shall have furnished such security to Alliance as required in respect of its then existing Service Agreements with Alliance, together with the Maximum Daily Quantity as would result from a successful RFS.

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 IT 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, in accordance with Article 1.1(c) of Toll Schedule Interruptible Full Path Service of Alliance's Tariff.
- (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 IT 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 during the evaluation and awarding process, 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.
- (c) For all cycles, Alliance will use commercially reasonable efforts to award all IT Capacity within thirty (30) minutes of the close of the IT Bidding Window.
- (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 Bidding Window RFS is accepted by Alliance, and Alliance allocates capacity pursuant to this sub-Section 6.3, the Interruptible Transportation Service Agreement will be deemed to have been

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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 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
  - (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

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### 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.

### 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 FCOS, SCOS, RSC Bidding Window, MOS, or Daily 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

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- (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 FCOS, SCOS, RSC Bidding Window, MOS, or Daily 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.

## 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

**"Daily Bidding Window"** shall mean a period of time during which Service Applicants or potential Service Applicants may submit bids for Daily Seasonal Service Capacity;

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**“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 three (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 the specific process in which Service Applicants or potential Service Applicants may submit bids for Firm Capacity;

**“Interruptible Capacity (IT Capacity)”** shall mean the portion of system capacity that is available for Interruptible Service, as determined by Alliance in its sole discretion;

**“IT Bidding Window”** shall mean a period of time during which Service Applicants or potential Service Applicants may submit bids for Interruptible Capacity;

**“Monthly Open Season (MOS)”** shall mean a defined period of time and the specific process in which Service Applicants or potential Service Applicants may submit bids for Seasonal Capacity having a term of one month or less and that is available in the current Month or the next Month;

**“Notice”** shall mean a posting on Alliance’s Informational Posting Site;

**“Request For Service (RFS)”** shall mean an electronic written request for Firm Capacity, Seasonal Capacity, Daily Seasonal Service Capacity or Interruptible Capacity pursuant to sub-Sections 4.3, 4.6(A), 4.6(B), 5.1(A), 5.1(B), 5.1-(C), 5.2, or 6.2, respectively, or Relocations pursuant to sub-Sections 8.2 or 9(e);

**“Residual Firm Capacity (RFC)”** shall mean all or a portion of the amount of Firm Capacity that was initially offered but not awarded following the completion of a Firm Capacity Open Season, or that continues to remain unawarded throughout a Residual Firm Capacity Open Season;

**“Residual Firm Capacity Open Season (RFCOS)”** shall mean a period of time and the specific process in which Residual Firm Capacity is offered;

**“RFC Bidding Window”** shall mean a period of time within an RFCOS during which Service Applicants or potential Service Applicants may submit bids for Residual Firm Capacity;

**“Residual Seasonal Capacity (RSC)”** shall mean the amount of Seasonal Capacity that was initially offered but not awarded following the completion of a Seasonal Capacity Open Season, or that continues to remain unawarded throughout a Residual Seasonal Capacity Open Season, and additionally, would be available for contracting for the full term specified in the originating Seasonal Capacity Open Season;

**“Residual Seasonal Capacity Open Season (RSCOS)”** shall mean a period of time and the specific process in which Residual Seasonal Capacity is offered;

**“RSC Bidding Window”** shall mean a period of time within an RSCOS during which Service Applicants or potential Service Applicants may submit bids for Residual Seasonal 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;

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**“Seasonal Capacity Open Season (SCOS)”** shall mean a defined period of time and the specific process in which Service Applicants or potential Service Applicants may submit bids for Seasonal Capacity;

**“Service Applicant”** shall mean a Shipper or another party that submits a Request For Service pursuant to sub-Sections 4.3, 4.6(A), 4.6(B), 5.1(A), 5.1(B), 5.1-(C), 5.2, 6.2, 8.2 or 9(e);

**“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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*This version of the Alliance Transportation Access Policy is part of the CER consultation process and Alliance Pipeline retains the right and flexibility to alter the Policy in the future (with notice) as it works with shippers to develop new and innovative service offerings.*

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