Gas Industry Standards Board
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Home Page: www.gisb.org

via email & posting

TO: GISB Members, Posting on the GISB Home Page for Interested Industry Participants

FROM: Rae McQuade, Executive Director

RE: Request For Comments

DATE: October 4, 1999

The GISB industry comment period begins today and ends on November 1 for the following recommendations:

- **C99003 -** GISB standard 5.3.2 states that "offers should be tendered by 1:00 p.m. the day before nominations for short term releases". It further states that the "open season ends no later than 2:00 p.m. on the day before nominations are due..." GISB standard 5.3.24 states "Capacity Release facilitator should post offers and bids, including prearranged deals, upon receipt, unless releasing shipper requests otherwise". These standards seem to imply that the open season could begin at either the time of posting or the next subsequent 1:00 p.m. after posting and in either case, remain open until the requested end of posting. Clarification is requested for the situation where the offer is tendered after the 1:00 p.m. deadline on business day one, but before 1:00 p.m. on business day 2 and the releasor requests that the offer be posted immediately.
- **Confirmations & Cross Contracts Ranking** (R97043, R97116, R99037, R97089B, R97022B, Annual Plan)
- **R97124** - Add Contract Level Tracking ID data element to the Nomination and Nomination Quick Response. Revise GISB Standard No. 1.3.54 to include the new data element. Add one error code value for the Validation Code data element in the Nomination Quick Response. Revise the Technical Implementation of Business Process and the Sample Paper Transaction for the Nomination and the Nomination Quick Response.
- **R98057** - Add Delivery Scheduling Status and Receipt Scheduling Status data elements to the Scheduled Quantity. Revise GISB Standard No. 1.3.61 to include the new data elements in the data groups for the Scheduled Quantity. Add Scheduling Status data element to the Scheduled Quantity for Operator. Revise GISB Standard No. 1.3.63 to include the new data element in the data groups for the Scheduled Quantity for Operator. Add code value descriptions for the three new data elements.
- **R98066** - Add five (5) existing code value descriptions for the Transaction Type data element to the PDA and Allocation datasets.
- **R98067** - * Add two (2) existing code value descriptions for the Transaction Type data element to the PDA and Allocation datasets.
- **R99039** - Add a code value description for the Transaction Type data element to the Nomination, Scheduled Quantity, PDA, Allocation, Imbalance and Invoice datasets. Add an existing code value description for the Transaction Type to the Allocation dataset.

- **R99044**- Add Transaction Type code value description 'Backhaul' to the Nomination, Scheduled Quantity, Shipper Imbalance, Invoice and other documents where the Transaction Type appears.
- **R99048** – Update of GISB Contract Standards and Models for Y2K

The recommendations can be accessed from the GISB Web site, but are also attached to this request for comment[1]. All comments received by the GISB office by end of business November 1 will be posted on the Home Page and forwarded to the Executive Committee (EC) members for their consideration. The EC members will consider all comments and are scheduled to cast their votes on this recommendation on November 11 & 12 at the EC meeting in New York. If you have difficulty retrieving this document, please call the GISB office at (713) 356-0060.

Best Regards,

Rae McQuade

cc: Jay Costan
Dennis Holbrook

[1] All recommendations other than clarifications can be found on the "Request For Standards" page (http://www.gisb.org/req.htm) which is accessible from the GISB main page. Clarifications (Cxxxxx) can be found on the "Clarification Requests" page (http://www.gisb.org/clar.htm).

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GAS INDUSTRY STANDARDS BOARD

GISB INTERPRETATION RECOMMENDATION – C99003

AUGUST 13, 1999

C99003 Submitted by Natural Gas Pipeline

Request: Clarification or interpretation request:

GISB standard 5.3.2 states that "offers should be tendered by 1:00 p.m. the day before nominations for short term releases". It further states that the "open season ends no later than 2:00 p.m. on the day before nominations are due..." GISB standard 5.3.24 states "Capacity Release facilitator should post offers and bids, including prearranged deals, upon receipt, unless releasing shipper requests otherwise". These standards seem to imply that the open season could begin at either the time of posting or the next subsequent 1:00 p.m. after posting and in either case, remain open until the requested end of posting. Clarification is requested for the situation where the offer is tendered after the 1:00 p.m. deadline on business day one, but before 1:00 p.m. on business day 2 and the releasor requests that the offer be posted immediately.

Possible interpretations or clarifications, if known:

We (NGPL) believe that at least two possible clarifications exist which will provide for the same business results. The first possibility is that the offer be immediately posted for display (only) and then become available for bid at 1:00 p.m. the following business day, remaining open until the requested end of posting (ending at 2:00 p.m.). The second possibility is that the release be open for bid immediately upon posting, and remain open until requested end of posting (ending at 2:00 p.m.). In either case, the business results are the same in that all interested parties would have the opportunity to view the offer without bias, and all interested parties would have the opportunity to bid on the offer without bias.

Recommended Language:

A Service Requester may have its offer posted for review either immediately or at another specified time and if not specified then, at the Transportation Service Provider's option, the offer can be posted for review either immediately or at the next occurrence of 1:00 p.m. on a business day. GISB has no requirement that bidding upon such posting be available prior to the next occurrence of 1:00 p.m. on a business day. Neither is there any prohibition on bidding occurring upon a posting provided that bidding upon such posting continue to be available through at least the next occurrence of 1:00 p.m. to 2:00 p.m. on a business day or the longer period where such offer is a long term offer.

(Excerpted from August 13, 1999 Interpretations Subcommittee Minutes)

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

1. Recommended Action:

___Accept as requested
_X_Accept as modified below
___Decline

Effect of EC Vote to Accept Recommended Action:

_X_Change to Existing Practice
___Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
_X_Initiation	_X_Initiation
___Modification	___Modification
___Interpretation	___Interpretation
___Withdrawal	___Withdrawal
_X_Principle (x.1.z)	_X_Principle (x.1.z)
_X_Definition (x.2.z)	_X_Definition (x.2.z)
_X_Business Practice Standard (x.3.z)	_X_Business Practice Standard (x.3.z)
___Document (x.4.z)	___Document (x.4.z)
___Data Element (x.4.z)	___Data Element (x.4.z)
___Code Value (x.4.z)	___Code Value (x.4.z)
___X12 Implementation Guide	___X12 Implementation Guide
___Business Process Documentation	_X_Business Process Documentation

3. RECOMMENDATION

The work plan for Cross Contract Ranking Subcommittee was revised to accommodate the addition of confirmations. The Confirmations and Cross Contract Ranking Subcommittee timeline is as follows:

> The target for completion of the standards developed by this task force that relate to Confirmation and Cross Contract Ranking, with a meeting schedule of 16 hours per month, is October, 1999 for consideration at the November, 1999 Executive Committee meeting. The Executive Committee will be asked to consider and vote on the standards prior to being sent to Information Requirements and Technical. In addition, the Executive Committee will be asked to recommend a completion date and to prioritize the work with Information Requirements and Technical. The task force could state no recommended completion date. The task force will continue to be available to Information Requirements and Technical until their work is complete. At such time, the Executive Committee will be asked to consider their work and vote on their recommendations for implementation.

August 9 and 10, 1999 minutes:

- **A motion was made to decline R97043.** It was clarified that the usage of the upstream identifier code satisfies the requirement for an interest owner element.

  The motion passed unanimously.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

- **A motion was made to decline R97116.** There is no need for a separate data element to achieve ranking across contracts versus within contracts. The same result can be achieved by using the existing ranks without adding an additional element.

- **R99037 requests a new data element "Confirmation Level" be added to the Request for Confirmation, Confirmation Response, and Scheduled Quantity for Operators.**
  A motion was made to:
  Instruct Information Requirement (IR) Subcommittee to accommodate the sending of information necessary when a multi-level confirmation is sent to differentiate between the roles of the Confirming Parties. In the Request for Confirmation, the usage of this data is Senders Option when the TSP is the sender of the Request for Confirmation and Business Conditional when the TSP is the receiver of the Request for Confirmation or an unsolicited Confirmation Response. In a solicited Confirmation Response, the usage is Conditional, and the condition is: Mandatory when present in the Request for Confirmation. In a Scheduled Quantity for Operator, the usage is Conditional, and the condition is: Mandatory when present in the Confirmation process. IR should also determine whether this data should be included in the Confirmation Response Quick Response.
  The motion passes unanimously.

- **A motion was made to send R97089B back to BPS to be dealt with in conjunction with R97089A.** The data element being requested "Source Location" would need to be added to the Nomination prior to being discussed in the confirmation. It was therefore concluded that the request should not be split into two parts but should be handled by BPS as originally requested in R97089. The motion passed unanimously.

- **Motion: R97022B was resolved by the proposed standards of this subcommittee.**
  The motion passed unanimously.

STANDARD LANGUAGE (for addition, modificaation or deletion of a principle, definition or business practice standard)

Proposed Standard 1

Absent mutual agreement to the contrary, the standard level of confirmation should be entity to entity.

Revised Proposed Standard 2

As part of the confirmation and scheduling process between a Transportation Service Provider (TSP) and a Local Distribution Company (LDC), upon request by the LDC, the TSP should make available, via EBB/EDM, supplemental information obtained during or

derived from the nomination process necessary for the LDC to meet its statutory and/or regulatory obligations. Such supplemental information, if available, should include the

TSP's Service Requester Contract and, based upon the TSP's business practice may also, on a mutually agreeable basis, include 1) a derivable indicator characterizing the type of contract and service being provided, 2) Downstream Contract Identifier and/or 3) Service Requester's Package ID.

Proposed Standard 3

Absent mutual agreement to the contrary between the TSP and the Operator for confirmations at a production location, the TSP should support the fact that the operator will confirm with the TSP to only the upstream entity level. These upstream entities should either confirm or nominate (at the TSP's determination) at an entity level with the TSP.

Proposed Definition 1

Production locations includes wellheads, platforms, plant tailgates (excluding straddle plants) and physical wellhead aggregation points.

Proposed Standard 4

When nominated quantities exceed available capacity, the Transportation Service Provider (TSP) should first utilize its tariff requirements to assign capacity to each service level for each Service Requester (SR). The TSP should then use the SR's provided scheduling ranks to determine how the available quantities should be distributed within a single service level. The SR's provided scheduling ranks (as applicable) should be used as follows:

- For reductions identified at or upstream of the constraint location, the order for application of ranks is Receipt Rank (Priority), Upstream Rank (Priority), Delivery Rank (Priority), Downstream Rank (Priority).
- For reductions identified at or downstream of the constraint location, the order for application of ranks is Delivery Rank (Priority), Downstream Rank (Priority), Receipt Rank (Priority), Upstream Rank (Priority).

Proposed Standard 5

When applying a confirmation reduction to an entity at a location, the Transportation Service Provider (TSP) should use the Service Requester's (SR's) scheduling ranks provided on all nominations for that location and entity to determine the appropriate nomination(s) to be reduced, except where superseded by the TSP's tariff, general terms and conditions, or contractual obligations. The SR's provided scheduling ranks (as applicable) should be used as follows:

- For receipt side reductions, the order for application of ranks is Upstream Rank (Priority), Receipt Rank (Priority), Delivery Rank (Priority), and Downstream Rank (Priority).

- For delivery side reductions, the order for application of ranks is Downstream Rank (Priority), Delivery Rank (Priority), Receipt Rank (Priority), and Upstream Rank (Priority).

Proposed Principle 1

In order to effectuate cross contract ranking, the level of confirmation at a location should occur at the entity to entity level.

Revised Proposed Standard 6

Transportation Service Providers should utilize Standard 1.3.7 for ranks submitted in a nomination.

DATA DICTIONARY (for new documents and addition, modification or deletion of data elements)
Document Name and No.: Not Applicable until after EC determination.

CODE VALUES LOG (for addition, modification or deletion of code values)
Document Name and No.: Not Applicable until after EC determination.

BUSINESS PROCESS DOCUMENTATION (for addition, modification or deletion of business process documentation language)
Standards Book: Not Applicable until after EC determination of Standards.

The subcommittee will instruct Information Requirements to change the condition of upstream rank and downstream rank in the Data Element Cross Referece Table to "NU" for the pathed and non-path models.

The current Version 1.3 Data Element Cross Reference Table was reviewed and revised as follows:

Version 1.3	**P**	**N**	**T**	**U**
Upstream Rank Current	MA	MA	NU	SO
Upstream Rank Revised	**NU**	**NU**	NU	SO
Receipt Rank	SO	SO	SO	NU
Delivery Rank	SO	SO	SO	NU
Downstream Rank Current	MA	MA	NU	SO
Downstream Rank Revised	**NU**	**NU**	NU	SO

TECHNICAL CHANGE LOG (all instructions to accomplish the recommendation)
Document Name and No.: Not Applicable until after EC determination.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

4. SUPPORTING DOCUMENTATION

Excerpt from GISB Posting dated: October 15, 1998

To: GISB participants interested in Cross Contract Ranking

RE: Request for papers

When the FERC posed the issue of Cross Contract Ranking in the November, 1997 NOPR, the responses that were submitted by the industry were very broad and addressed many disparate concerns. The documents below are the excerpts from that NOPR and from Order 587-G regarding Cross Contract Ranking.

Participants are requested to familiarize themselves with the issues of the NOPR, Order and respondents and with the responses filed to this request prior to the first meeting of this task force.

Excerpt Final Minutes – Cross Contract Ranking Subcommittee –January 13, 1999

Motion Concept 1:

When there is not a capacity constraint, the Service Requester's ranks should be followed regardless of the service priority level. This does not preclude exploring other concepts.

Discussion:

A concern was voiced that this concept was not clear. The question was asked if the concept applied at a physical or logical location. The motion maker stated he preferred that the concept was left without a location indicated. It was then suggested that the best approach may be to define a matrix of possibilities, through which draft standards, concepts or definitions could be derived. Discussion continued and two further statements were proposed with regard to confirmation at a legal entity level.

- When applying confirmation reduction for an up/downstream party to a Service Requester (SR) at a receipt/ delivery location, the TSP should use the ranks provided by the SR on all of the nominations for that location and up/downstream party to determine the appropriate nomination(s) to be reduced.
- When applying a reduction due to a capacity constraint at a receipt/ delivery location, the TSP shall use its tariff priorities to award capacity to each service level for each Service Requester (SR). If a SR has multiple nominations within a service level, the ranks provided by the SR on nominations within that service level at the location should be used by the TSP to determine the appropriate nominations(s) to be reduced.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Motion:	**Concept 1**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	00.0	0.00	0
LDCs	0	0	0	0	0.00	0.00	0
Services	2	0	2	2	2.00	0.00	2
Producers	1	0	1	1	1.00	0.00	1
Pipelines	4	5	9	2	0..89	1.11	2
	7	5	12	5	**3.89**	**1.11**	5

Motion passes.

Excerpt Final Minutes – Cross Contract Ranking Subcommittee – February 2 and 3, 1999

Discussion: Reviewing concepts from the January 13 minutes the subcommittee used the following

assumptions to work towards defining a matrix.

- When applying confirmation reduction for an up/downstream party to a Service Requester (SR) at a receipt/delivery location, the TSP should use the ranks provided by the SR on all of the nominations for that location and up/downstream party to determine the appropriate nomination(s) to be reduced.

- When applying a reduction due to a capacity constraint at a receipt/delivery location, the TSP shall use its tariff priorities to award capacity to each service level for each Service Requester (SR). If a SR has multiple nominations within a service level, the rankings provided by the SR on nominations within that service level at the location should be used by the TSP to determine that appropriate nomination(s) to be reduced.

It was noted by the group that when filling in the up (down)entity/ up(down) contract/serv req/serv req contract matrix for the different model types that the level of confirmation supersedes the utilization of cross contract ranking .

The following observations were discussed after completing the matrix:

1. Pathed versus nonpathed at the party to party level - results are the same on cuts on receipts and delivery side.
2. Pathed Model at the Party to Party versus Contract to Contract - results were different on contract level, lowest ranked line items were not the ones that were cut.
3. Pathed versus Nonpathed at the Contract to Contract level - results were not the same.
4. At interconnect locations confirmations should occur utilizing up/downstream identifier code and Service Requester data elements.
5. When lower levels of confirmation are employed the Service Requesters intended results for cross contract rankings are superseded.
6. The level of confirmations at a location should be up/downstream entity.
7. In order to effectuate cross contract ranking, the level of confirmation at a location should occur at the party to party level resulting in the identification of the quantities that are confirmed between the

   upstream or downstream party and the service requester.

Motion Concept 2:

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

In order to effectuate cross contract ranking, the level of confirmation at a location should occur at the entity to entity level.

Motion:	**Concept 2**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	00.0	0.00	0
LDCs	0	0	0	0	0.00	0.00	0
Services	4	0	4	2	2.00	0.00	2
Producers	0	0	0	0	0.00	0.00	0
Pipelines	8	2	10	2	1.60	0.40	2
	12	2	12	4	**3.60**	**0.40**	4

Motion Passes

Motion Concept 4:

When nominated quantities exceed available capacity, the Transportation Service Provider (TSP) should first utilize its tariff requirements to assign capacity to each service level for each Service Requester (SR). The TSP should then use the SRs' provided ranks to determine how the available quantities should be distributed within a single service level.

Motion:	**Concept 4**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	00.0	0.00	0
LDCs	0	0	0	0	0.00	0.00	0
Services	4	0	4	2	2.00	0.00	2
Producers	1	0	1	1	1.00	0.00	1
Pipelines	9	2	11	2	1.64	0.36	2
	14	2	16	5	**4.64**	**0.36**	5

Motion Passes

Motion Concept 5:

When applying a confirmation reduction to an entity at a location, the Transportation Service Provider (TSP) should use the ranks provided by the Service Requester on all nominations for that location and entity to determine the appropriate nomination(s) to be reduced, except where superseded by the TSP's tariff, general terms and conditions, or contractual obligations.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Motion:	**Concept 5**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	00.0	0.00	0
LDCs	0	0	0	0	0.00	0.00	0
Services	4	0	4	2	2.00	0.00	2
Producers	1	0	1	1	1.00	0.00	1
Pipelines	12	0	12	2	2.00	0.00	2
	17	0	17	5	**5.00**	**0.00**	5

Motion Passes

Excerpt Final Minutes – Cross Contract Ranking Subcommittee – March 1, 1999

To which cycles should ranking apply? The group felt that rankings should apply to all cycles in the same way. The following motion was seconded, discussed and voted as concept 7.

Motion Concept 7:
For a nomination to be considered a new line item, a data element which is part of the key should be different than one already present. If a line item is received by the Transportation Service Provider and key data elements are not different than ones already present, the line should overlay the data elements which are not part of the key and which have changed.
The motion passed unanimously. (15 in favor, 0 opposed)

Excerpt Final Minutes – Cross Contract Ranking Subcommittee – March 10, 1999

The subcommittee reviewed the effects of cross contract ranking on the non pathed, pathed and pathed non-threaded models.

…the non-pathed model with multiple transportation contracts at a single receipt and delivering to multiple deliveries.

- When there is a reduction on the receipt side (confirmation at an entity level)
  - ⇒ if there are multiple line items affected by that reduction, the receipt rank is used to determine the line item to be reduced

  else
  - ⇒ a single line item is reduced (as in when a low level confirmation is done)

  then . . .
  - ⇒ delivery ranks across all delivery points for the affected contract from the receipt side are evaluated for the lowest rank, all line items with the lowest rank are reduced pro-rata.
- When there is a reduction on the delivery side
  - ⇒ if there are multiple line items affected by that reduction, the delivery rank is used to determine the line item to be reduced

else
⇒ a single line item is reduced
then . . .
⇒ receipt ranks across all receipt points for the affected contract from the delivery side are evaluated for the lowest rank, all line items with the lowest rank are reduced pro rata.

Cross contract ranking on the non-pathed model cannot work effectively on both the receipt and the delivery side for a single cut. Therefore, cross contract ranking should be used on the side where the cut occurs to determine the affected contract and then use the ranks on that contract on the opposite side to determine the affected line items and their reductions.

…presented the pathed model with multiple transportation contracts at a single receipt and delivering to multiple deliveries. The issue Jerry would like to resolve is whether we use the receipt rank for supply reductions or the delivery rank for supply reductions.

- When there is a reduction on the receipt side (confirmation at an entity level)
  ⇒ if there are multiple line items affected by that reduction, the receipt rank is used to determine the line item to be reduced
  else
  ⇒ a single line item is reduced (as in when a low level confirmation is done)
- When there is a reduction on the delivery side
  ⇒ if there are multiple line items affected by that reduction, the delivery rank is used to determine the line item to be reduced.

…presented the pathed non threaded model with multiple transportation contracts at a single receipt and delivering to multiple deliveries.

- When there is a reduction on the receipt side (confirmation at an entity level)
  ⇒ if there are multiple line items affected by that reduction, the upstream rank is used to determine the line item to be reduced on the upstream unthreaded segment
  then. . .
  ⇒ receipt ranks at that receipt location are used to determine which path of gas is affected
  then. . .
  ⇒ once the delivery point is designated, by traveling the path, the downstream ranks across all downstream unthreaded segments for the affected reductions are evaluated for the lowest rank
  ⇒ all line items with the lowest rank are cut pro-rata.
- When there is a reduction on the delivery side
  ⇒ if there are multiple line items affected by that reduction, the downstream delivery rank is used to determine the line item to be reduced on the downstream unthreaded segment

then. . .

⇒ delivery ranks at that delivery location are used to determine which path of gas is affected

then. . .

⇒ once the receipt point is designated, by traveling the path, the upstream ranks across all upstream unthreaded segments for the affected reductions are evaluated for the lowest rank

⇒ all line items with the lowest rank are cut pro-rata.

By evaluating the models, it was determined that the nomination should be evaluated from the side on which the reduction occurred and the associated reductions should be made accordingly. The following concept was moved and seconded:

Motion Concept 8:

The scheduling ranks (as applicable) should be used as follows:

- **For receipt side reductions, the order for application of ranks is Upstream Rank (Priority), Receipt Rank (Priority), Delivery Rank (Priority), Downstream Rank (Priority).**
- **For delivery side reductions, the order for application of ranks is Downstream Rank (Priority), Delivery Rank (Priority), Receipt Rank (Priority), Upstream Rank (Priority).**

Motion:	**Concept 8**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	00.0	0.00	0
LDCs	0	0	0	0	0.00	0.00	0
Services	2	1	3	2	1.33	.67	2
Producers	1	0	1	1	1.00	0.00	1
Pipelines	10	0	10	2	2.00	0.00	2
	13	1	14	5	**4.33**	**.67**	5

Motion Passes

After discussion, it was noted that for capacity constraints that occur within a segment on a Transportation Service Provider's pipeline Concept 8 does not apply. The receipt side reductions would start with Receipt Rank (Priority), Upstream Rank (Priority) etc. Concept 8 should be added to Concept 4.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Motion Concept 5:

When applying a confirmation reduction to an entity at a location, the Transportation Service Provider (TSP) should use the ranks provided by the Service Requester on all nominations for that location and entity to determine the appropriate nomination(s) to be reduced except were superseded by the TSP tariff, general terms and conditions, or contractual obligations. The scheduling ranks (as applicable) should be used as follows:

- **For receipt side reductions, the order for application of ranks is Upstream Rank (Priority), Receipt Rank (Priority), Delivery Rank (Priority), Downstream Rank (Priority).**

- **For delivery side reductions, the order for application of ranks is Downstream Rank (Priority), Delivery Rank (Priority), Receipt Rank (Priority), Upstream Rank (Priority).**

Motion:	**Concept 5**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	00.0	0.00	0
LDCs	0	0	0	0	0.00	0.00	0
Services	3	0	3	2	2.00	0.00	2
Producers	0	0	0	0	0.00	0.00	0
Pipelines	8	0	8	2	2.00	0.00	2
	11	0	11	4	**4.00**	**0.00**	4

Motion Passes

Excerpt Final Minutes – Cross Contract Ranking Subcommittee – March 23 and 24, 1999

Motion Concept 4:

When nominated quantities exceed available capacity, the Transportation Service Provider (TSP) should first utilize its tariff requirements to assign capacity to each service level for each Service Requester (SR). The TSP should then use the SR's provided ranks to determine how the available quantities should be distributed within a single service level. The scheduling ranks (as applicable) should be used as follows:

- **For reductions identified at or upstream of the constraint location the order for application of ranks is Receipt Rank (Priority), Upstream Rank (Priority), Delivery Rank (Priority), Downstream Rank (Priority), (as applicable).**

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

- **For reductions identified at or downstream of the constraint location, the order for application of ranks is Delivery Rank (Priority), Downstream Rank (Priority), Receipt Rank (Priority), Upstream Rank (Priority), (as applicable).**

Motion:	**Concept 4**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	00.0	0.00	0
LDCs	0	0	0	0	0.00	0.00	0
Services	4	0	4	2	2.00	0.00	2
Producers	1	0	1	1	1.00	0.00	1
Pipelines	11	0	11	2	2.00	0.00	2
	16	0	16	5	**5.00**	**0.00**	5

Motion Passes

The subcommittee was asked to characterize the remaining issues.

1. Are we defining Party to Party as the standard when cross contract ranking is employed or are we saying that Part to Party is always use. (Resolved)
2. Discuss the conditionality of data elements by model type. Review the four ranks currently used. (Concept 5)

3. Re-discuss the concept of having a default ranking methodology.

The current Version 1.3 Data Element Cross Reference Table was reviewed and revised as follows:

Version 1.3	**P**	**N**	**T**	**U**
Upstream Rank Current	MA	MA	NU	SO
Upstream Rank Revised	**NU**	**NU**	NU	SO
Receipt Rank	SO	SO	SO	NU
Delivery Rank	SO	SO	SO	NU
Downstream Rank Current	MA	MA	NU	SO
Downstream Rank Revised	**NU**	**NU**	NU	SO

The subcommittee will instruct Information Requirements to change the condition of upstream rank and downstream rank in the Data Element Cross Referece Table to "NU" for the pathed and non-path models.

It was determined that no default method is needed at this time. Where ranks are provided by the Service Requester, the Transportation Service Provider should use those ranks when making reductions. Where ranks are not provided by the Service Requester, the Transporation Service Provider should employ its own default method. (see 1.4.1 Data Dictionary)

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Excerpt Final Minutes – Confirmation and Cross Contract Ranking Subcommittee – April 19 and 20, 1999

In this review, it was noted that one of the threshold questions that still remains unanswered is, "Should the Transportation Service Provider (TSP) use the Service Requester's ranks or let the upstream or downstream TSP determine the flow based on the confirmation?"

IV. Definition of Scope for Subcommittee with the Addition of Confirmations.

The subcommittee as the scope for confirmations listed the following objectives:

- Determine what relationship should exist between Confirmations and Cross Contract Ranking.

- Determine what level of detail should be supported in the confirmation process. Should the level of detail be supported at
    1. default level or
    2. various party relationships.

- Ensure compatibility with other process (ex. TTT).

Threshold question: Should the level of confirmation be required at the entity to entity level at locations or should the confirmation process be enabled to support multiple levels of confirmations?

Concept 1:
The confirmation process should be reviewed to identify areas where improvements should be implemented.

Segment	In Favor	Balanced In Favor	Opposed	Balance Opposed
End User	1	1	0	0
LDC	1	1	0	0
Producer	1	1	0	0
Services	4	2	0	0
Pipeline	1	.4	4	1.6
Total	8	5.4	4	1.6

Motion Passes

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

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Concept 2:
The standard level of confirmation should be industry generic (only one method).

Segment	In Favor	Balanced In Favor	Opposed	Balance Opposed
End User	0	0	1	1
LDC	0	0	1	1
Producer	1	1	0	0
Services	0	0	1	1
Pipeline	0	0	10	2
Total	1	1	13	5

Motion Fails

Concept 3:
There should be a single default level of confirmation for a confirming party/location type. (Such as: at production, interconnect to interconnect, and interconnect to LDC locations.)

Segment	In Favor	Balanced In Favor	Opposed	Balance Opposed
End User	1	1	0	0
LDC	2	2	0	0
Producer	1	1	0	0
Services	3	2	0	0
Pipeline	4	.4	1	1.6
Total	11	7.46	1	.4

Motion Passes

Excerpt Final Minutes – Confirmation and Cross Contract Ranking Subcommittee – May 24 and 25, 1999

What are the different confirming party relationships?

I. Confirming party roles at wellhead from operator/owner or its agent perspective.
- At a production location the TSP's Upstream Identifier Code may be equivalent to the owner or its agent on the operator's system.
- At a production location the operator (i.e. wellhead operator, plant operator, etc.) is equivalent to the upstream TSP at a pipeline interconnect.

1. Operator with TSP for owner or its agent.
   - Operator confirms with TSP by providing quantities for each owner or its agent.
2. Operator with TSP for owner or its agent and Service Requester.
   - Operator confirms with TSP by providing quantities for each owner or its agent to Service Requester (Contract).

3. Owner or its agent with TSP for owner and its agent and Service Requester.
    - Owner or its agent (not as operator) confirms with TSP by providing quantities for each of that owner's or its agents Service Requester's at a location.

II. Confirming party roles at LDC interconnects (city gates included), interstate and intrastate, from LDC perspective.
1. LDC with TSP for LDC Service Requester
    - LDC confirms with TSP by providing quantities for each Service Requester of the LDC (package id, contract, and entity)
2. LDC confirms with TSP for End User.
    - LDC confirms with TSP by providing quantities for each End User.
3. Enduser for TSP for Service Requester
    - Enduser confirms with TSP by providing quantities for each of those Endusers Service Requesters at the location.
4. LDC with TSP for its Service Requesters and TSPs Service Requesters (Entity, Contract, Package).
    - LDC confirms with TSP by providing quantities for each of that LDC's Service Requesters and TSP Service Requesters at the location.

III. Confirming party roles at TSP to TSP interconnects (Interstate to Interstate)
1. TSP1 to TSP2 for TSP1's Service Requester (SR)
    - TSP1 sends TSP1's SR to TSP2; TSP2 equates TSP1's SR to TSP2's Upstream Party.
2. TSP1 to TSP2 for TSP1's SR and Up/Downstream Party
    - TSP1 sends TSP1's SR & Downstream Party to TSP2; TSP2 equates TSP1's SR to TSP2's Upstream Party and TSP2 equates TSP1's Downstream Party to TSP2's SR.
    - At this level, additional elements can be added to the confirmation process such as Service Requester Contract, Up/Down Contract and Package ID.
3. TSP1's SR to TSP2 for TSP2's SR (partnered with bullet 1)
    - TSP1's SR sends TSP1's SR's Downstream Party to TSP2; TSP2 equates TSP1's SR's Downstream Party to TSP2's SR and TSP2 equates TSP1's SR to TSP2's Upstream Party.
4. TSP1 to TSP2 for TSP2's SR
    - TSP1 sends TSP1's Downstream Party to TSP2; TSP2 equates TSP1's Downstream Party to TSP2's SR.
    - Supports the current mandatory data elements in the confirmation data set.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Information communicated between two TSPs in the Confirmation Process.

Nom Usage	Data Elements TSP1 (Sender)	Nom Usage	Data Elements TSP2 (Receiver)
M	Service Requester DUNS	M	Up/Down DUNS
M	Service Requester Contract	BC	Up/Down Contract
M	Up/Down DUNS	M	Service Requester DUNS
BC	Up/Down Contract	M	Service Requester Contract
SO	Service Requester Package ID	MA	Up/Down Package ID
MA	Up/Down Package ID	SO	Service Requester Package ID

IV. Confirming party roles at TSP to TSP interconnects (Interstate to Intrastate) - No intrastate representatives were present so the group assumed the same as III.

V. Confirming party roles at TSP to TSP interconnects (Intrastate to Intrastate) - No intrastate representatives were present so the group assumed the same as III.

VI. Confirming party roles at TSP to Enduser (Interstate)

1. TSP1 to Enduser for TSP1's Service Requester (SR)
    - TSP1 sends TSP1's SR to Enduser; Enduser equates TSP1's SR to Enduser's Upstream Party.
2. TSP1 to Enduser for TSP1's SR and Downstream Party
    - TSP1 sends TSP1's SR & Downstream Party to Enduser; Enduser equates TSP1's SR to Enduser's Upstream Party and Enduser equates TSP1's Downstream Party to Enduser's SR.
    - TSP1 sends TSP1's Downstream Party to Enduser; Enduser has no information on who gas was received from. It was noted that number 3 is the current standard (same as III. 4 above). This method is deficient because the enduser has no opportunity to identify who its suppliers are.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
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A diagram of the producer level and operator level (multi-level) confirmation process was presented.

Operator (Shell)		Producer			TSP Shipper Noms			
Producer		Mobil		Rank	Contract	UpParty	QTY	Rank
Mobil	40	Dynegy	10	1	Dynegy			
					Cr. 1	Mobil	2	1
					Cr. 2	Mobil	8	2
					ECT			
		ECT	30	2	Cr. 3	Mobil	30	1
Exxon	20	Exxon						
		ABCD	10	2	ABCD			
					Cr. 4	Exxon	6	2
					Cr. 5	Exxon	4	1
		EFGH	10	1	EFGH			
					Cr. 6	Exxon	10	1
XYZ	30	XYZ						
		IJK	30	1	IJK			
					Cr. 7	XYZ	15	1
					Cr. 8	XYZ	15	2

- The operator of a location confirms to the TSP quantities available for each producer at that location.
- Each producer at a location confirms to the TSP quantities available for each shipper at that location.
- If the producer sells more than the operator has stated available for its share of the well, the shipper quantities for that producer are reduced using the ranks provided by the producer.
- If no ranks are provided by a producer, the shipper quantities for that producer are reduced on a prorata basis.
- If the producer does not sell the entire quantity that the operator has stated is available for its share of the well, the operator's quantity for that producer and the total quantity is reduced and the flow should be reduced from the well.
- The tariff is the mechanism that provides incentives for the flow to match.
- On this TSP, changes to producers at a location are made through the producers and verified with the operator. Other TSPs do not keep track of the producers at a location, but allow producers and operators this flexibility in the confirmation and nomination process.

Should the operator be able to confirm at the working interest level (not including contracts)?, was broken into the following questions:

1. Should the TSP be required to support the fact that the operator will only confirm to the upstream party level?
2. When required by the TSP, should the operator be able to confirm at the entity level and not the contract (upstream contract/service requester contract) level?

3. When required by the TSP, should the operator be required to confirm to the TSP's upstream party level?

The following motion, which answers all questions relating to question 11, 12, 13, and 14 was made and seconded:

Concept 4:
Absent mutual agreement to the contrary between the TSP and the Operator for confirmations at a production location, the TSP should be required to support the fact that the operator will confirm with the TSP to only the upstream entity level. These upstream entities should either confirm or nominate (at the TSP's determination) at an entity level with the TSP.

Segment	In Favor	Balanced In Favor	Opposed	Balance Opposed
End User	0	0	0	0
LDC	3	2	0	0
Producer	1	1	0	0
Services	4	1.6	1	.4
Pipeline	2	.27	13	1.73
Total	10	4.87	14	2.13

Motion Passes

Concept 5:
Absent mutual agreement to the contrary between TSPs, confirmations will be performed at an upstream/downstream entity to Service Requester entity level at an interconnect.

Segment	In Favor	Balanced In Favor	Opposed	Balance Opposed
End User	0	0	0	0
LDC	0		3	2
Producer	1	1	0	0
Services	5	1.6	1	.4
Pipeline	5	.91	6	1.09
Total	10	3.51	10	3.49

Motion Passes

The group discussed who qualified as a Service Requester. The GISB definition is, "Identifies the party requesting the service, or their agent." The group determined that a Service Requester could be identified in any of the following roles:

- a party to a transportation contract on a TSP
- a producer that receives information from an operator, or
- a party who has interest in a plant.

It was noted that the confirmation data sets today do not support the two step process for production confirmations when the operator is initiating the confirmations. It does support the confirmation process when the TSP initiates the request to confirm or the TSP sends an unsolicited response.

Excerpt Final Minutes – Confirmation and Cross Contract Ranking Subcommittee – June 28 and 29, 1999

II. Continued Discussion of Different Confirming Party Relationships

Discussion opened with the confirmation process utilized between an Enduser and a TSP, when the Enduser is directly tied to an interstate or intrastate pipeline. It was noted that some parties use the passive confirmation process with Endusers and that standard 1.3.40 is supportive of that business practice. Standard 1.3.40 states:

> The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology.

Questions posed to the LDCs?

- Is confirmation with TSPs the only way for a LDC to determine the level of transportation service for the party delivering to the citygate?
- Why can't LDCs receive transportation service level information directly from the parties that are delivering to the citygate?
- Isn't it more appropriate for the LDC to receive assurance of both the transportation service and the supply service directly from those parties delivering to the citygate? These parties are the ones involved in the LDC unbundling program and not the TSP.

LDC response to questions:

Using an entity level confirmation process could be done, but it would move cuts to the next cycle instead of making cuts known in the confirmation cycle. Entity level confirmations would have to be used in conjunction with other sources of information to validate the priority of the entity at the citygate. The correlation between the entity and their respective priority on the upstream TSP may not be able to be verified until after the scheduling cycle in which the nomination was submitted. Having certain data elements available in the confirmation process allows the validation of priority at the time of confirmations. This allows the buyers and sellers to arrange for the appropriate gas flow in the next nomination cycle when reductions occur. The benefits of providing this information in the confirmation cycle are to allow information to be distributed in a timely manner and it assures the information gets to the right party expeditiously. The information would be present in the scheduled quantity report instead of being reported after the scheduling information was disseminated. This could cause confusion in the

industry.

The LDC could require parties to prove that they hold a firm upstream contract. The LDC could then build a table containing the party name and contract number to be used in conjunction with the entity level confirmation. This could be one method used for a rough verification of the level of service being delivered to the citygate.

Commissions are looking for curtailment prevention. One way to monitor this is by reviewing the service level upstream of the citygate. TSPs today have information available that they collect to determine the priority of gas being delivered to the citygate. In today's environment, it is unrealistic to examine the total wellhead to burnertip service level arrangements. However, to monitor deliveries to and through a citygate is feasible. The industry needs to consider what information is used today to effectuate current business practices and not take anything away.

It would be beneficial to the LDCs if the industry would support a mandatory default at a lower level than entity. Other concepts that are specific to location types have used the statement, "absent mutual agreement to the contrary," to support multiple levels in the confirmation process. The LDCs need a level of detail that the TSPs already have, so the LDCs can do their own policing. At an entity level, the process may go faster, but it may mask real problems that will come out later which could make the industry less effective on a larger scale. Reductions need to be communicated prior to gas flow, not after gas flows. Some LDCs feel that the communication should occur in the confirmation process.

One party stated that nominations could be received at a detail level, confirmations could be rolled up to occur at an entity level, and scheduled quantities could occur at the detail level. There was disagreement on this statement. Some TSPs stated that they do not want to take information away, they want to ensure that they are using their customer's instructions versus letting the upstream or downstream party decide how gas flows on their customer's transportation contracts. These TSPs want to make sure the directions for supply and/or market reductions come from the right party. The shipper should provide ranks and that should determine what flows on the pipeline's side of the flange.

Some TSPs believe that explicit confirmations would be streamlined by communicating at the entity level. The following example was used to illustrate this point. Today, where entity/contract level confirmations are exchanged, when a shipper changes contracts, even if the quantity does not change, all parties to that arrangement have to be notified that a new contract number has been established. In turn, those parties need to inform the operator of the point that a new contract number is going to be represented in the confirmation process. If the confirmation were performed at the entity level, when the entity and quantity remain the same, no notification to other parties would need to occur.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

CONFIRMATION REPORT

ENTITY LEVEL

Operator Name:								
	Service	Requestor	Contract	Daily	Daily	Reason	MTD	Package
Location	Requestor	Contract	Type	Nominated	Scheduled	Code	Scheduled	ID
	ABC CORP.			20,000	20,000		60,000	
	XYZ CORP.			100,000	100,000		300,000	

CONTRACT LEVEL

Operator Name:								
	Service	Requestor	Contract	Daily	Daily	Reason	MTD	Package
Location	Requestor	Contract	Type	Nominated	Scheduled	Code	Scheduled	ID
PLANT Z	ABC CORP.	109998	FT	20,000	20,000		60,000	
PLANT Z	XYZ CORP.	103333	FT	100,000	100,000		300,000	

PACKAGE ID LEVEL

Operator Name:								
	Service	Requesto	Contrac	Daily	Daily	Reason	MTD	Package
Location	Requestor	Contract	Type	Nominated	Scheduled	Code	Scheduled	ID
PLANT Z	ABC CORP.	109998	FT	14,000	14,000		42,000	Shipper ABC1
				500	500		1,500	Shipper ABC2
				3,500	3,500		10,500	Shipper MNO1
				2,000	2,000		6,000	Shipper MNO2
	Total for Contract 109998			20,000	20,000		60,000	
PLANT Z	XYZ CORP.	103333	FT	40,000	40,000		120,000	30-Day Firm Sale
				35,000	35,000		105,000	Day Sale
				25,000	25,000		75,000	Firm Sale
	Total for Contract 103333			100,000	100,000		300,000	

Several individuals voiced concerns about going to the Package ID level. If this level became mandatory there would be no reason for cross contract ranking. The ranks provided in the nomination would not be used at this level of detail. The legal entity level does allow for ranks to be used on the TSP when supplies are insufficient to cover the total quantity being nominated.

There was disagreement over whether Concept 6 pertained to LDCs or just direct connects to Interstate pipelines. Not all LDCs consider themselves to be TSPs even though they are defined as TSPs in the definition of a TSP per GISB

Modified Concept 6:
Absent mutual agreement to the contrary between the Transportation Service Provider (TSP) and the end user for confirmations at an end user location, the TSP should be required to support the fact that the end user will confirm with the TSP to the entity to Service Requester level.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Motion:	**TSP/Enduser Confirmations**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	0.00	0.00	0
LDCs	0	3	3	2	0.00	2.00	2
Services	3	1	4	2	1.50	0.50	2
Producers	1	1	2	2	1.00	1.00	2
Pipelines	10	7	17	2	1.18	0.82	2
	14	12	26	8	**3.6765**	**4.3235**	8

Motion Failed.

Final version of Concept 7:
Absent mutual agreement to the contrary between the pipeline and LDC, for confirmations at a citygate, the LDC and pipeline confirmation should be performed at an upstream/downstream entity to Service Requester entity level. The pipeline should provide supplemental information obtained or derived through the nomination process as a part of the confirmation (e.g., through the Request for Confirmation (1.4.3) and the Confirmation Response (1.4.4)) and scheduling process necessary for the LDC to meet its statutory and/or regulatory obligations. Such supplemental information, if available, should include the pipeline's Service Requester Contract and based upon the pipeline's business practice, may include a derivable indicator characterizing the type of contract and service being provided at a citygate location, Downstream Contract Identifier and/or Package ID. In any event, the pipeline may opt to continue entity/contract level confirmations at the citygate.

Motion:	**Pipeline/LDC Conf.**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	0.00	0.00	0
LDCs	3	0	3	2	2.00	0.00	2
Services	3	2	5	2	1.20	0.80	2
Producers	2	0	2	2	2.00	0.00	2
Pipelines	12	2	14	2	1.71	0.29	2
	20	4	24	8	**6.9143**	**1.0857**	8

Motion Passes.

Excerpt Final Minutes – Confirmation and Cross Contract Ranking Subcommittee – July 20 and 21, 1999
Discussion began by answering questions submitted by PG&E concerning the LDC relationships in Concept 7.

> **Question 1: Are there situations where the LDC's are required to validate whether the supply received from an upstream TSP on behalf of a transport shipper on the distribution system, is being supplied from a "Firm" contract holder?**

As discussed at previous meetings, it would be impossible for a TSP to determine if the supply was firm. The TSP would only have knowledge of the transportation service used to deliver to the city gate.

Question 2: How would an upstream TSP determine the statutory and/or regulatory requirements imposed upon the downstream LDC?

The TSP would receive a request from the LDC and the LDC should provide some proof to the TSP of a state regulatory obligation for the additional information. It was stated that most pipelines have staff that monitor the requirements of the state commissions.

Question 3: Do you think that making the Package ID data element within the Nomination data set Business Conditional will resolve this issue?

Using the upstream/downstream package ID is not supported by some TSPs. The Package ID does not give the LDC an indication of whether the gas being delivered is firm.

Question 4: If the nomination data received from the TSP's contract holder contains Package ID data, and the Confirmation Request data received from the sending TSP does not contain matching Package ID data, does the transaction get confirmed or does the mismatch cause the transaction to "fall on the floor?" If you don't match on package ID does the confirmation fail?

If the confirmation is at the Package ID level, the transaction fails. If the Package ID is provided as supplemental information, the transaction would not fail.

Concept 10:

Absent mutual agreement to the contrary between the Transportation Service Provider (TSP) and the enduser at an enduser location, confirmations will be performed at an upstream/downstream entity to Service Requester entity level. For the purposes of this concept a TSP excludes LDC's.

Motion:	**C10:TSP/Enduser Conf/not LDC**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	1	0	1	1	1.00	0.00	1
LDCs	2	0	2	2	2.00	0.00	2
Services	1	1	2	2	1.00	1.00	2
Producers	2	0	2	2	2.00	0.00	2
Pipelines	1	14	15	2	.13	1.82	2
	7	15	22	9	**6.13**	**2.87**	9

Motion Passes.

Modified Concept 4:

For multi-tiered confirmations, absent mutual agreement to the contrary between the TSP and the Operator for confirmations at a production location, the TSP

should be required to support the fact that the operator will confirm with the TSP to only the upstream entity level. These upstream entities should either confirm or nominate (at the TSP's determination) at an entity level with the TSP. For a single tier confirmation, absent mutual agreement to the contrary between the Transportation Service Provider (TSP) and the operator at a production location, the TSP should be required to support the fact that the operator will confirmation with the TSP to only the upstream entity level to Service Requester level.

Motion:	Modified Concept 4			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	1	1	1	0.00	1.00	1
LDCs	0	2	2	2	0.00	2.00	2
Services	0	2	2	2	0.00	2.00	2
Producers	0	2	2	2	0.00	2.00	2
Pipelines	12	2	14	0	1.71	.29	2
	12	9	21	0	**1.71**	**7.29**	9

Motion Failed.

Concept Definition 1:

Production Location includes wellheads, platforms, plant tailgates (excluding straddle plants) and physical wellhead aggregation points.

Motion:	Concept Definition 1			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	0	0	0	0.00	0.00	0
LDCs	1	0	1	1	1.00	0.00	1
Services	2	0	2	2	2.00	0.00	2
Producers	2	0	2	2	2.00	0.00	2
Pipelines	4	8	12	2	.67	1.33	2
	9	8	17	7	**5.67**	**1.33**	7

Motion Passes.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Are there different data requirements for each set of confirming party relationships?

TSP - Request for Confirmation **[------Supplemental Information--------]**

In any event . . .	Service Requester SRK	Upstream Identifier UpK	Downstream Identifier DnK	Service Requester Contract	Downstream Contract	Package ID	Service Indicator
TSP/Operator - Tier 1		X					
TSP/Producer - Tier 2	X	X					
TSP/TSP	X		X				
Pipeline/LDC (Supplemental Info.)	X x		X x	X	X	X	X
TSP/Enduser	X		X				
LDC/Enduser (Supplemental Info.)	X x		X x	X	X	X	X

TSP - Response to Confirmation **[-No Supplemental Information Needed-]**

In any event . . .	Service Requester SRK	Upstream Identifier UpK	Downstream Identifier DnK	Service Requester Contract	Downstream Contract	Package ID	Service Indicator
Operator -Tier 1/TSP	X						
Producer - Tier 2/TSP	X		X				
TSP/TSP	X	X					
LDC/Pipeline	X x	X x					
Enduser/TSP	X	X					
Enduser/LDC	X x		X x				

The supplemental information is provided when the TSP initiates the confirmations. The LDC would use that criteria to assist in making the appropriated reductions on their side of the meter in conjunction with the entity level confirmation. Supplemental information needs to be defined. If the LDC sends a request for confirmation to the TSP, does the TSPs still need to provide supplemental information? If so, does this cause multiple iterations of confirmations?

If there is more than one industry standard level of confirmations, who are the parties that mutually agree? Should there be a choice available to Service Requester and/or Operator on what level should be used? Several participants thought the two confirming parties are ones that should mutually agree on what level the confirmation process should be performed at.

- For production locations, the TSP and the Operator should agree on the level at which the confirmation should be performed at.
- In cases where multi-tiered confirmations are employed, the Operator will still determine the level at which the confirmation will be performed at. The Operator will take into consideration the interest owner/producer and their confirmation requirements. It was stated that producers want the ability to confirm their own gas.

- The parties who control the meter should determine the confirmations process.

How does the level of confirmation interact with Title Transfer Tracking?
If entity level confirmations went into place before Title Transfer Tracking, it could have an impact on how gas is bought and sold. Today, the contracts and package ID are used for exchanging information to confirm gas without the TSP performing Title Transfer Tracking. The two concepts conflict with one another. One of the biggest issues is timing of whether Title Transfer Tracking and Confirmations at a legal entity level are implemented at different times. Do we need to recommend that Title Transfer Tracking and Confirmations and Cross Contract Ranking become effective together?

Excerpt Final Minutes – Confirmation and Cross Contract Ranking Subcommittee – August 9 and 10, 1999

- …presented the pipeline segment work paper as a replacement for the current confirmation concepts. (Posted for the August 8/9 meeting)

The motion makers were requested to explain where the current standards fall into the three replacement concepts.

- Concept 1 is a general statement and would not become a standard.
- Concept 3 is covered by Concept A. No change between concepts.
- Concept 4 is covered by Concept A and Concept C with the noted changes. Concept 4 has multi-tiered producer level confirmations as the standard with the ability to mutual agree to other confirmation levels. Concept C states that multi-tiered confirmations are at the TSP's discretion. Concept 4 is a production location and Concept C does not limit its use to a specific location type.
- Concept 5 is covered by Concept A. No change between concepts.
- Concept 7 is covered by Concept A and Concept B. The last sentence of Concept B was removed.
- Concept 10 is covered by Concept A.
- CD1 would not be necessary.
- Concept 13 is not covered in the new replacement concepts.

The motion makers agreed to add Concept D to their proposal in order to capture Concept 13.

A comment was made by an enduser that the information provided at the entity level is less information than what they receive today to monitor their day to day needs. The enduser stated that in order to pass these standards it might be necessary to revisit the title transfer tracking standards and confirmation standards once they are implemented. It was suggested that title transfer tracking did not change the confirmation process. The enduser stated that the concern was losing the ability to distinguish among various packages of gas. It was suggested that in order for entity level confirmations to work, the buyers and sellers would need to agree on how the packages of gas are ranked and communicate that information to one another at the time of sale.

Another participant stated that they liked the idea of consolidating the concepts into fewer concepts. However, there are two issues with the current proposal. The proposal changes the intent of

Concept 4 and seems to be moving away from different business relationship at specific locations to one way of doing confirmations at locations.

The following motion was called for a balanced vote:

Concept A: Absent mutual agreement to the contrary, the standard level of confirmation should be entity to entity.

Concept B: As part of the confirmation and scheduling process between a Transportation Service Provider (TSP) and a Local Distribution Company (LDC) at a city gate, upon request by the LDC, the TSP should provide supplemental information obtained during or derived from the nomination process necessary for the LDC to meet its statutory and/or regulatory obligations. Such supplemental information, if available, should include the TSP's Service Requester Contract and, based upon the TSP's business practice, may also include a derivable indicator characterizing the type of contract and service being provided at the city gate, Downstream Contract Identifier and/or Service Requester's Package ID.

Concept C: For confirmations at a location, absent mutual agreement to the contrary between the Transportation Service Provider (TSP) and the Operator, the TSP's business practices will determine whether Single-Tier Confirmation or Multi-Tier Confirmation is used.

a) For a Single-Tier Confirmation, the TSP and the Operator should confirm to only the upstream entity to Service Requester level.

b) For a Multi-tier Confirmation, the TSP and the Operator should confirm to only the upstream entity level. These upstream entities should either nominate or confirm with the TSP (based upon TSP's business practice) at the Service Requester level.

Concept D: As part of the confirmation and scheduling process between a Local Distribution Company (LDC) and an Enduser at an enduser location, the LDC should provide supplemental information obtained during or derived from through the nomination process. Such supplemental information, if available, should include the LDC's Service Requester Contract and based upon the LDC's business practices may include a derivable indicator characterizing the type of contract and service being provided at an enduser location, Downstream Contract Identifier and/or Package ID.

Motion:	**Pipeline Replacement Proposal**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	1	1	1	00.0	1.00	1
LDCs	0	1	1	1	0.00	1.00	1
Services	1	2	3	2	.67	1.33	2
Producers	0	2	2	2	0.00	2.00	2
Pipelines	10	1	11	2	1.82	.18	2
	11	7	18	8	**2.48**	**5.52**	8

Motion failed.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

IV. Discussion of LDC Supplemental Information

… explained regulatory to mean any restructuring filing, order or approved tariff. It is also reasonable to allow transition time for system implementation of entity to entity confirmations. In response to a question as to who the parties should be that mutually agree on the level of confirmation at a location, … thought the Transportation Service Provider (TSP) and Local Distribution Company, as operators at a location, should be the parties that decide the level of confirmation. …the intent was to move to an entity to entity confirmation level and the TSP would only deviate from that level when there was a requirement (demonstrated via a restructuring filing , order or approved tariff) for additional information.

VI. Recommended Principles, Definitions, and Standards

The group was asked review the concepts and recommend standards. The following motion was made and seconded:

Proposed Standard 1 (Confirmation 3 and Pipeline Proposed Concept A):

Absent mutual agreement to the contrary, the standard level of confirmation should be entity to entity.

Motion:	**Standard 1**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	0	1	1	1	00.0	1.00	1
LDCs	1	0	1	1	1.00	0.00	1
Services	3	0	3	2	2.00	0.00	2
Producers	1	0	1	1	1.00	0.00	1
Pipelines	12	0	12	2	2.00	0.00	2
	17	1	18	7	**6**	**1**	7

Motion passes.

Revised Proposed Standard 2 (based on Confirmation Concept 7 and Pipeline Proposed Concept B)

As part of the confirmation and scheduling process between a Transportation Service Provider (TSP) and a Local Distribution Company (LDC), upon request by the LDC, the TSP should make available, via EBB/EDM, supplemental information obtained during or derived from the nomination process necessary for the LDC to meet its statutory and/or regulatory obligations. Such supplemental information, if available, should include the TSP's Service Requester Contract and, based upon the TSP's business practice may also, on a mutually agreeable basis, include 1) a derivable indicator characterizing the type of contract and service being provided, 2) Downstream Contract Identifier and/or 3) Service Requester's Package ID.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Motion:	**Standard 2**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	1	0	1	1	1.00	0.00	1
LDCs	1	0	1	1	1.00	0.00	1
Services	4	0	4	2	2.00	0.00	2
Producers	2	0	2	2	2.00	0.00	2
Pipelines	12	0	12	2	2.00	0.00	2
	20	0	20	8	**8**	**0**	8

Motion passes unanimously.

Proposed Standard 3 (based on Confirmation Concept 4)

Absent mutual agreement to the contrary between the TSP and the Operator for confirmations at a production location, the TSP should support the fact that the operator will confirm with the TSP to only the upstream entity level. These upstream entities should either confirm or nominate (at the TSP's determination) at an entity level with the TSP.

Proposed Definition 1 (based on Confirmation Concept CD1)

Production locations includes wellheads, platforms, plant tailgates (excluding straddle plants) and physical wellhead aggregation points.

Motion:	**Standard 3 and Definition 1**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	1	0	1	1	1.00	0.00	1
LDCs	1	0	1	1	1.00	0.00	1
Services	2	1	3	2	1.33	.67	2
Producers	2	0	2	2	2.00	0.00	2
Pipelines	0	12	12	2	0.00	2.00	2
	6	13	19	8	**5.33**	**2.67**	8

Motion passes.

As the pipeline segment was unanimously opposed to this standard, the chairs suggested that there may be alternatives to performing multi-tiered confirmations. If a Transportation Service Provider (TSP) offers pooling available to a production location for a producer to deliver quantities without incurring transportation, then the TSP may achieve multi-tiered confirmations (Standard 3) at the pool thereby offering single tiered confirmations at the production location. The producers agreed that this was another method to achieve multi-tiered confirmations. Some parties stated concern about discussing pooling at production locations as that is an issue related

to title transfer tracking and not confirmations and is therefore felt to be out of scope of this subcommittee to discuss.

Proposed Standard 4 (based on Cross Contract Ranking Concept 4)

When nominated quantities exceed available capacity, the Transportation Service Provider (TSP) should first utilize its tariff requirements to assign capacity to each service level for each Service Requester (SR). The TSP should then use the SR's provided scheduling ranks to determine how the available quantities should be distributed within a single service level. The SR's provided scheduling ranks (as applicable) should be used as follows:

- For reductions identified at or upstream of the constraint location, the order for application of ranks is Receipt Rank (Priority), Upstream Rank (Priority), Delivery Rank (Priority), Downstream Rank (Priority).
- For reductions identified at or downstream of the constraint location, the order for application of ranks is Delivery Rank (Priority), Downstream Rank (Priority), Receipt Rank (Priority), Upstream Rank (Priority).

Motion:	**Standard 4**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	1	0	1	1	1.00	0.00	1
LDCs	1	0	1	1	1.00	0.00	1
Services	3	0	3	2	2.00	0.00	2
Producers	2	0	2	2	2.00	0.00	2
Pipelines	11	0	11	2	2.00	0.00	2
	18	0	18	8	**8**	**0**	8

Motion passes unanimously.

Proposed Standard 5 (Cross Contract Ranking Concept 5)

When applying a confirmation reduction to an entity at a location, the Transportation Service Provider (TSP) should use the Service Requester's (SR's) scheduling ranks provided on all nominations for that location and entity to determine the appropriate nomination(s) to be reduced, except where superseded by the TSP's tariff, general terms and conditions, or contractual obligations. The SR's provided scheduling ranks (as applicable) should be used as follows:

- For receipt side reductions, the order for application of ranks is Upstream Rank (Priority), Receipt Rank (Priority), Delivery Rank (Priority), and Downstream Rank (Priority).

- For delivery side reductions, the order for application of ranks is Downstream Rank (Priority), Delivery Rank (Priority), Receipt Rank (Priority), and Upstream Rank (Priority).

Motion:	**Standard 5**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	1	0	1	1	1.00	0.00	1
LDCs	1	0	1	1	1.00	0.00	1
Services	3	0	3	2	2.00	0.00	2
Producers	2	0	2	2	2.00	0.00	2
Pipelines	12	0	12	2	2.00	0.00	2
	19	0	19	8	**8**	**0**	8

Motion passes unanimously.

Proposed Standard (based on Confirmations Concept 13)

As part of the confirmation and scheduling process between a Transportation Service Provider (TSP) and an enduser at an enduser location, upon request by the enduser, the TSP should make available, via EBB/EDM, supplemental information obtained during or derived from the nomination process. Such supplemental information, if available, based upon the TSP's existing business practice may also, on a mutually agreeable basis, include Downstream Contract Identifier and/or Service Requester's Package ID.

Some parties felt that this concept was in conflict with Standard 1. In other standards, the only deviation from confirmations at an entity to entity level was for statutory or regulatory requirements. It was noted that the information the enduser needs would still be available in the scheduled quantity reports. The motion was **withdrawn** as not needed as long as the information (i.e., Package ID) remains available to the enduser in the Scheduled Quantity Report.

Proposed Principle 1 (based on Cross Contract Ranking Concept P1)

In order to effectuate cross contract ranking, the level of confirmation at a location should occur at the entity to entity level.

Motion:	**Principle 1**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	1	0	1	1	1.00	0.00	1
LDCs	1	0	1	1	1.00	0.00	1
Services	3	0	3	2	2.00	0.00	2
Producers	2	0	2	2	2.00	0.00	2
Pipelines	12	0	12	2	2.00	0.00	2
	19	0	19	8	**8**	**0**	8

Motion passes unanimously.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

A motion was made and seconded to make Concept 7 a principle.

The motion makers revised their motion to make Concept 7 a standard by making changes to the language.

Proposed Standard 6 (based on Cross Contract Ranking Concept7)

When a nomination is submitted for a previously submitted or existing nomination key prior to the nomination deadline, the ranks submitted should be evaluated against the previously submitted or existing nomination and if changed, the submitted ranks should replace the existing ranks.

Several parties in the room did not feel that a standard should be created. It was felt that 1.3.7 clearly states that upon receipt by a Transportation Service Provider (TSP) from a Service Requester (SR) of a transaction whose key elements match those previously received by the TSP from the SR, the TSP shall process the rest of the transaction's data elements consistent with the applicable standards to determine the business results. In other words, a SR would only need to change a rank and resubmit the nomination and the TSP would consider the nomination as a replacement nomination to the previous nomination, and it is possible that a different scheduling outcome could occur during the scheduling process. There would be no need for the SR to submit two nominations (one to zero out the original nomination and a second to submit a new line item with only a change in the line item rank).

The motion was modified.

Revised Proposed Standard 6 (based on Cross Contract Ranking Concept 7)

Transportation Service Providers should utilize Standard 1.3.7 for ranks submitted in a nomination.

Motion:	**Standard 6**			Balancing	**Balanced**	**Balanced**	Balanced
	For	Against	Total	Determinant	**For**	**Against**	Total
End Users	1	0	1	1	1.00	0.00	1
LDCs	1	0	1	1	1.00	0.00	1
Services	3	1	4	2	1.50	0.50	2
Producers	2	0	2	2	2.00	0.00	2
Pipelines	1	8	9	2	0.22	1.78	2
	8	8	17	8	**5.72**	**2.28**	8

Motion passes.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Description of Request and Recommendation:

April 19 and 20, 1999 minutes:
R97043 - Add a data element for Interest Owner to the Nominations, Request for Confirmation, Confirmation and Scheduled Quantities Transactions. This would allow Transportation Service Providers who currently accept interest owner as a data element in the nominations to continue to provide the ability to confirm the Service Requester's nomination with the interest owner and confirm the interest owner's total with the point operator.
Issue to be resolved: What conditionality should Interest Owner have in the Nomination, Request for Confirmation, Confirmation and Scheduled Quantities datasets?
August 9 and 10, 1999 minutes:

- **A motion was made to decline R97043.** It was clarified that the usage of the upstream identifier code satisfies the requirement for an interest owner element.
  The motion passed unanimously.

April 19 and 20, 1999 minutes:
R97116 - Add a new data element called Cross Contract Rank Indicator to the Nomination and Scheduled Quantity datasets. This would allow the Service Requester the ability to signify in the nomination whether the supplied ranks are to be ranked across the shipper's contract(s) at the applicable specified location(s). This data element would not be used in the Nomination and Scheduled Quantity datasets of the Path Non Threaded Model.

It was noted that the confirmation process could become more complicated for the Transportation Service Providers because they would have to process the indicator and roll up quantities at the locations specified in the nomination.
Issue to be resolved: Do we need an indicator and how would the indicator work?
August 9 and 10, 1999 minutes:

- **A motion was made to decline R97116.** There is no need for a separate data element to achieve ranking across contracts versus within contracts. The same result can be achieved by using the existing ranks without adding an additional element.
  The motion passed unanimously.

August 9 and 10, 1999 minutes:

- **R99037 requests a new data element "Confirmation Level" be added to the Request for Confirmation, Confirmation Response, and Scheduled Quantity for Operators.**
  A motion was made to:
  Instruct Information Requirement (IR) Subcommittee to accommodate the sending of information necessary when a multi-level confirmation is sent to differentiate between the roles of the Confirming Parties. In the Request for Confirmation, the usage of this data is Senders Option when the TSP is the sender of the Request for Confirmation and

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Confirmation and Cross Contract Subcommittee
Request No.: R97043, R97116, R99037, R97089B, R97022B, Annual Plan

Business Conditional when the TSP is the receiver of the Request for Confirmation or an unsolicited Confirmation Response. In a solicited Confirmation Response, the usage is Conditional, and the condition is: Mandatory when present in the Request for Confirmation. In a Scheduled Quantity for Operator, the usage is Conditional, and the condition is: Mandatory when present in the Confirmation process. IR should also determine whether this data should be included in the Confirmation Response Quick Response.
The motion passes unanimously.

April 19 and 20, 1999 minutes:
R97089B - Add Source Location to the Request for Confirmation with usage code "BC" and Confirmation Response with usage code "C." The Source Location is used to identify the origination of gas that flows on non-contiguous laterals. This helps the pipeline to determine the rate to charge for transporting gas. This identifies gas that originates on a non-contiguous lateral and then is delivered into the pipeline's contiguous mainline zone. This prevents the transport customer from being charged the transportation rate twice.
Issue to be resolved: Is there another way to handle this within the existing datasets?
August 9 and 10, 1999 minutes:

- **A motion was made to send R97089B back to BPS to be dealt with in conjunction with R97089A.** The data element being requested "Source Location" would need to be added to the Nomination prior to being discussed in the confirmation. It was therefore concluded that the request should not be split into two parts but should be handled by BPS as originally requested in R97089. The motion passed unanimously.

April 19and 20, 1999 minutes:
R97022B - Create a default confirmation where the Service Requester is mandatory in the Request for Confirmation and Confirmation Response datasets. The only time Service Requester is not mandatory is where an operator is confirming a multi- level confirmation. The subcommittee should review the usage code of the Service Requester in the Request for Confirmation and Confirmation Response datasets as it pertains to the role of confirming party.

The conditionality of Service Requester is dependent upon the level of confirmation processed by the confirming party.
Issue to be resolved: What conditionality should the data elements have that are exchanged between the various party relationships during the confirmation process? Should Entity be mandatory?
August 9 and 10, 1999 minutes:

- **Motion: R97022B was resolved by the proposed standards of this subcommittee.**
  The motion passed unanimously.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Partnership **Request No.: R97124 (2nd REVISED)**

1. Recommended Action:

___Accept as requested
_X_Accept as modified below
___Decline

Effect of EC Vote to Accept Recommended Action:

_X_Change to Existing Practice
___Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
_X_Initiation	_X_Initiation
___Modification	_X_Modification
___Interpretation	___Interpretation
___Withdrawal	___Withdrawal
___Principle (x.1.z)	___Principle (x.1.z)
___Definition (x.2.z)	___Definition (x.2.z)
___Business Practice Standard (x.3.z)	_X_Business Practice Standard (x.3.z)
___Document (x.4.z)	___Document (x.4.z)
_X_Data Element (x.4.z)	_X_Data Element (x.4.z)
___Code Value (x.4.z)	_X_Code Value (x.4.z)
___X12 Implementation Guide	___X12 Implementation Guide
___Business Process Documentation	_X_Business Process Documentation

3. RECOMMENDATION

SUMMARY: * Add Contract Level Tracking ID data element to the Nomination and Nomination Quick Response.
* Revise GISB Standard No. 1.3.54 to include the new data element.
* Add one error code value for the Validation Code data element in the Nomination Quick Response.
* Revise the Technical Implementation of Business Process and the Sample Paper Transaction for the Nomination and the Nomination Quick Response.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Partnership **Request No.: R97124 (2nd REVISED)**

DATA DICTIONARY (for new documents and addition, modification or deletion of data elements)

Document Name and No.: Nomination, 1.4.1

Business Name (Abbreviation)	Definition	Data Group	EBB Pathed	EBB Non-Pathed	EBB PNT - "T"	EBB PNT - "U"	EDI / FF Usage	Condition
Contract Level Tracking ID (K Lvl Trk ID)	*The service requester's assigned identifier for the service requester contract level.*	*CDG*	BC	*BC*	BC	*BC*	*M*	*For EBB, used by transportation service providers who require/display tracking IDs.*

* Indicates Common Code

Document Name and No.: Nomination Quick Response, 1.4.2

Business Name (Abbreviation)	Definition	EDI / FF Usage	Condition
Contract Level Tracking ID (K Lvl Trk ID)	*The service requester's assigned identifier for the service requester contract level.*	*C*	*Sent when errors/warnings occur at the service requester contract level or at the nominator's tracking ID level.*

* Indicates Common Code

CODE VALUES LOG (for addition, modification or deletion of code values)

Document Name and No.: Nomination Quick Response, 1.4.2

Business Name	Usage	Code Value	Code Value Description	Code Value Definition
Validation Code (Error)	M (C)	*ENMQR318*	*Missing Contract Level Tracking ID*	*[No definition necessary]*

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Partnership **Request No.: R97124 (2nd REVISED)**

BUSINESS PROCESS DOCUMENTATION (for addition, modification or deletion of business process documentation language)

Standards Book: Nomination Related Standards Book, GISB Standard No. **1.3.54**

Language: [Add Contract Level Tracking ID to the end of the Contracts Data Group.]

Standards Book: Insert the following paragraph after the current second paragraph in the Technical Implementation of Business Process for the Nomination (1.4.1). This will be the new third paragraph.

Language: *There may be multiple groups at the service requester contract/date level, each of which is identified by a **contract level tracking id**. When the Quick Response is returned to the **service requester**, these groups are referenced using the contract level tracking id. This identifier facilitates a quick and consistent means of tying a nomination contract/date group to its corresponding response transaction. In order to accomplish this, a certain level of uniqueness is required. This identifier is created by the originator of the nomination transaction. The **transportation service provider** does not validate the value contained in this field and, therefore, cannot ensure uniqueness. The transportation service provider does not track this identifier but merely echoes it back in the Quick Response.*

Standards Book: Revise the fourth paragraph in the Technical Implementation of Business Process for the Nomination Quick Response (1.4.2).

Language: ~~Quick Response~~ *Nomination* line items are grouped by **service requester contract, model type** and **effective date (beginning date, beginning time, ending date, ending time)**. Within these ~~groupings~~ *groups* there may be one or more nomination line items. Error and warning messages that apply to a contract and effective date will appear ~~here~~ *at the service requester contract level in the quick response*. *These groups are identified in the nomination by the **contract level tracking id**. The contract level tracking id is sent in the Quick Response when there is an error or warning that pertains to a contract/date group or to one of the line items within that group. If there is no error or warning associated with a contract/date group or a line item within that group, then the contract level tracking id for that group is not sent in the Quick Response.*

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Partnership **Request No.: R97124 (2nd REVISED)**

Standards Book: Nomination Related Standards Book – Modify the Sample Paper Transaction for the Nomination (1.4.1) as follows:

- [Add 'Contract Level Tracking ID' to the Sample Paper Transaction for all three Model Types:
  - For Pathed, add directly beneath 'Model'. The value is 'CL001'.
  - For Non-Pathed, add directly beneath 'Model'. The value is 'CL002'.
  - For Pathed Non-Threaded, add directly beneath 'Contract' in the unthreaded segment. The value is 'CL003'.
  - For Pathed Non-Threaded, add directly beneath 'Model' in the threaded segment. The value is 'CL004'.]

Standards Book: Nomination Related Standards Book – Modify the Sample Paper Transaction for the Nomination Quick Response (1.4.2) as follows:

[Add 'Contract Level Tracking ID' directly beneath 'Contract'. The value is 'CL001'.]

TECHNICAL CHANGE LOG (all instructions to accomplish the recommendation)

Document Name and No.: Nomination, 1.4.1
Nomination Quick Response, 1.4.2

Description of Change:
G850NMST - Nomination (1.4.1)
Data Element Xref to X12
Detail PO1: add as first data element "Contract Level Tracking ID" with usage M, M, M, M
Sample X12 Transaction
For Pathed Example, change 00001 to "CL001" in PO101 (approximately line 6); Resulting PO1 line will read: "PO1*CL001*****CR*K1234*MN*P"
For Non-Pathed example, add "CL002" as PO101 (approximately line 6); Resulting PO1 line will read: "PO1*CL002*****CR*K1234*MN*N"
For Pathed Non-Threaded example, for the first occurrence of the PO1 (approximately line 6), add "CL003" as PO101. Resulting PO1 line will read: "PO1*CL003*****CR*K1234*MN*T"; For the second occurrence of the PO1 (approximately line 17), add "CL004" as PO101. Resulting PO1 line will read: "PO1*CL004*****CR*K1234*MN*U"
X12 Mapping
Detail PO1 Segment (position 010): PO101: Add data element name "Contract Level Tracking ID"
G855NMQR - Nomination Quick Response (1.4.2)
Data Element Xref to X12
Detail PO1 Segment: Add data element "Contract Level Tracking ID" (before Service Requester Contract) with a usage of C (in same PO1 segment)
Sample X12 Transaction

PO1: change PO101 to "CL001". Resulting segment will be "PO1*CL001*****CR*K1234"
X12 Mapping
Detail PO1 Segment (position 010): PO101: Add data element name "Contract Level Tracking ID"
Transaction Set Tables
"Errors and Warnings (Detail)" table: add the following error code and message to the table: "ENMQR318" - "Missing Contract Level Tracking ID"

4. SUPPORTING DOCUMENTATION

a. Description of Request:

This request is to specify the use of a current ANSI mandatory data element (Assigned Identification, PO1 01) and add it as a business data element to the 855 Nomination Quick Response document.

b. Description of Recommendation:

Information Requirements Subcommittee

MOTION:
Add the data element Contract Level Tracking ID to both the Nomination (1.4.1) the Nomination Quick Response (1.4.2). Delete the following data elements from the Nomination Quick Response:

Beginning Date
Beginning Time
Ending Date
Ending Time
Service Requester Contract

Nomination (1.4.1)

Business Name	Definition	Usage	Condition
Contract Level Tracking ID	The service requester's assigned identifier for the service requester contract level.	M	

Nomination Quick Response (1.4.2)

Business Name	Definition	Usage	Condition
Contract Level Tracking ID	The service requester's assigned identifier for the service requester contract level.	C	Sent when errors/warnings occur at the service requester contract level or at the nominator's tracking ID level.

Sense of the Room: January 18, 1999 8 In Favor 0 Opposed
Segment Check (if applicable):

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Partnership **Request No.: R97124 (2nd REVISED)**

In Favor:	___End-Users	___LDCs	___Pipelines	___Producers	___Services
Opposed:	___End-Users	___LDCs	___Pipelines	___Producers	___Services

MOTION:
Adopt the following revised language for the fourth paragraph in the TIBP for the Nomination Quick Response:

~~Quick Response~~ *Nomination* line items are grouped by **service requester contract, model type** and **effective date (beginning date, beginning time, ending date, ending time)**. Within these ~~groupings~~ *groups* there may be one or more nomination line items. Error and warning messages that apply to a contract and effective date will appear ~~here~~ *at the service requester contract level in the quick response. These groups are identified in the nomination by the **contract level tracking id**. The contract level tracking id is sent in the Quick Response when there is an error or warning that pertains to a contract/date group or to one of the line items within that group. If there is no error or warning associated with a contract/date group or a line item within that group, then the contract level tracking id for that group is not sent in the Quick Response.*

Insert the following paragraph after the current second paragraph in the TIBP for the Nomination. This will be the new third paragraph.

*There may be multiple groups at the service requester contract/date level, each of which is identified by a **contract level tracking id**. When the Quick Response is returned to the **service requester**, these groups are referenced using the contract level tracking id. This identifier facilitates a quick and consistent means of tying a nomination contract/date group to its corresponding response transaction. In order to accomplish this, a certain level of uniqueness is required. This identifier is created by the originator of the nomination transaction. The **transportation service provider** does not validate the value contained in this field and, therefore, cannot ensure uniqueness. The transportation service provider does not track this identifier but merely echoes it back in the Quick Response.*

Sense of the Room: January 18, 1999 10 In Favor 0 Opposed
Segment Check (if applicable):

In Favor:	___End-Users	___LDCs	___Pipelines	___Producers	___Services
Opposed:	___End-Users	___LDCs	___Pipelines	___Producers	___Services

Information Requirements Subcommittee

MOTION:
To accept as described below:

Business Name	Usage	Code Value	Code Value Description	Code Value Definition
Validation Code	M (C)		*Missing Contract Level Tracking ID*	*[No definition necessary]*

Sense of the Room: February 22, 1999 11 In Favor 0 Opposed
Segment Check (if applicable):

In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services
Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

Technical Subcommittee

Sense of the Room: March 3, 1999 __7__ In Favor __0__ Opposed
Segment Check (if applicable):
In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services
Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

Executive Committee (May 20, 1999)

The motion was then made to send Request No. R97124 back to Information Requirements Subcommittee for further work. Ms. Van Pelt noted that if the recommendation is forwarded to Information Requirements Subcommittee, it will not be published in version 1.4. . . . The procedural motion to return the request to Information Requirements Subcommittee passed with twelve in favor, five opposed and one abstention.

Information Requirements Subcommittee

This request was previously processed and sent to the EC. The EC sent the request back to IR for further work. Part of the recommendation involved deletion of the following data elements from the Nomination Quick Response:

Beginning Date
Beginning Time
Ending Date
Ending Time
Service Requester Contract

There was discussion as to whether this number has to be unique or whether the sender can use the same number multiple times. Technically, it does not have to be unique; although, it was noted that the number does have to be unique to be useful to the receiver.

Some pipelines send back the assigned identifier for the nomination loop that had the error. However, not everyone uses this implementation for the quick response and, according to Jim Buccigross, this is why they requested this data element.

MOTION:
Modify the previous recommendation for R97124 to remove the part which recommends deletion of the data elements Beginning Date, Beginning Time, Ending Date, Ending Time and Service Requester Contract from the Nomination Quick Response. There will be no changes to the remainder of the recommendation.

Sense of the Room: July 12, 1999 __6__ In Favor __3__ Opposed
Segment Check (if applicable):
In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Partnership **Request No.: R97124 (2nd REVISED)**

Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

Technical Subcommittee

Sense of the Room: July 27, 1999 __6__ In Favor __0__ Opposed

Segment Check (if applicable):

In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

Information Requirements Subcommittee

IR Implementation:

NOTE: The recommendation for this request was previously distributed for industry comment (see posting on GISB home page). However, the recommendation was pulled back by the Chair of IR in order to complete the necessary work. The EBB and FF usages need to be determined for the new 'Contract Level Tracking ID' and the data element needs to be added to the appropriate data group in Standard 1.3.54. The revisions noted below are in addition to those agreed to at previous IR meetings.

MOTION:

NOMINATION

- Add the abbreviation, data group, and EBB and FF usages. The data element will be added to the Nomination at the same level as the Service Requester Contract. It will be added at each level that the Service Requester Contract occurs.

Business Name (Abbreviation)	**Definition**	**Data Group**	**EBB Pathed**	**EBB Non-Pathed**	**EBB PNT - "T"**	**EBB PNT - "U"**	**EDI / *FF* Usage**	**Condition**
Contract Level Tracking ID *(K Lvl Trk ID)*	The service requester's assigned identifier for the service requester contract level.	*CDG*	*BC*	*BC*	*BC*	*BC*	M	*For EBB, used by transportation service providers who require/display tracking IDs.*

- Revise GISB Standard 1.3.54 to add 'Contract Level Tracking ID' to the end of the Contracts Data Group.

- Add 'Contract Level Tracking ID' to the Sample Paper Transaction for all three Model Types:
  - For Pathed, add directly beneath 'Model'. The value is 'CL001'.
  - For Non-Pathed, add directly beneath 'Model'. The value is 'CL002'.
  - For Pathed Non-Threaded, add directly beneath 'Contract' in the unthreaded segment. The value is 'CL003'.
  - For Pathed Non-Threaded, add directly beneath 'Model' in the threaded segment. The value is 'CL004'.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Partnership **Request No.: R97124 (2nd REVISED)**

NOMINATION QUICK RESPONSE

- Add the abbreviation and FF Usage.

Business Name (Abbreviation)	**Definition**	**EDI / *FF* Usage**	**Condition**
Contract Level Tracking ID *(K Lvl Trk ID)*	The service requester's assigned identifier for the service requester contract level.	C	Sent when errors/warnings occur at the service requester contract level or at the nominator's tracking ID level.

- For the Sample Paper Transaction, add 'Contract Level Tracking ID' directly beneath 'Contract'. The value is 'CL001'.

Sense of the Room: September 13 - 14, 1999 6 In Favor 0 Opposed
Segment Check (if applicable):
In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services
Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

Technical Subcommittee
Sense of the Room: September 21, 1999 5 In Favor 0 Opposed
Segment Check (if applicable):
In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services
Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

c. Business Purpose:

Per the request: There currently exists no agreed upon manner to identify PO1 (detail) level errors from a nomination in the Nomination Quick Response document. This data element, "Nomination Level Error/Warning ID", would be used in the Quick Response document to identify which PO1 (detail) loop in the original nomination contained any relevant errors or warnings returned in the quick response.

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Request No.: R98057

1. Recommended Action:

___Accept as requested
_X_Accept as modified below
___Decline

Effect of EC Vote to Accept Recommended Action:

_X_Change to Existing Practice
___Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
_X_ Initiation	_X_ Initiation
___Modification	_X_ Modification
___Interpretation	___Interpretation
___Withdrawal	___Withdrawal
___Principle (x.1.z)	___Principle (x.1.z)
___Definition (x.2.z)	___Definition (x.2.z)
___Business Practice Standard (x.3.z)	_X_ Business Practice Standard (x.3.z)
___Document (x.4.z)	___Document (x.4.z)
_X_ Data Element (x.4.z)	_X_ Data Element (x.4.z)
___Code Value (x.4.z)	_X_ Code Value (x.4.z)
___X12 Implementation Guide	___X12 Implementation Guide
___Business Process Documentation	___Business Process Documentation

3. RECOMMENDATION

SUMMARY: * EII Task Force (November 20, 1998) – IR17
* Add Delivery Scheduling Status and Receipt Scheduling Status data elements to the Scheduled Quantity.
* Revise GISB Standard No. 1.3.61 to include the new data elements in the data groups for the Scheduled Quantity.
* Add Scheduling Status data element to the Scheduled Quantity for Operator.
* Revise GISB Standard No. 1.3.63 to include the new data element in the data groups for the Scheduled Quantity for Operator.
* Add code value descriptions for the three new data elements.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Request No.: R98057

DATA DICTIONARY (for new documents and addition, modification or deletion of data elements)

Document Name and No.: Scheduled Quantity, 1.4.5

Business Name (Abbreviation)	Definition	Data Group	EBB Pathed	EBB Non-Pathed	EBB PNT – "T"	EBB PNT – "U"	EDI / FF Usage	Condition
Delivery Scheduling Status (Del Sched Stat)	*The status of the scheduling process for the delivery transaction.*	*DelDG*	*MA*	*MA*	*MA*	*MA*	*MA*	
Receipt Scheduling Status (Rec Sched Stat)	*The status of the scheduling process for the receipt transaction.*	*RecDG*	*MA*	*MA*	*MA*	*MA*	*MA*	

* Indicates Common Code

Document Name and No.: Scheduled Quantity for Operator, 1.4.6

Business Name (Abbreviation)	Definition	Data Group	EDI / FF Usage	Condition
Scheduling Status (Sched Stat)	*The status of the scheduling process for the confirmation line item.*	*TSDG*	*MA*	

CODE VALUES LOG (for addition, modification or deletion of code values)

Document Name and No.: Scheduled Quantity, 1.4.5

Data Element: Delivery Scheduling Status
Receipt Scheduling Status

Code Value Description	Code Value Definition	Code Value
Capacity Allocated	*Transportation service provider has completed the capacity allocation process.*	*CAL*
Confirmed	*The confirmed quantity has been used to derive the scheduled quantity.*	*CON*
Nominated	*The nomination(s) has been received.*	*NOM*
Scheduled	*The scheduling process has been completed.*	*SCH*

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Request No.: R98057

Document Name and No.: Scheduled Quantity for Operator, 1.4.6

Data Element: Scheduling Status

Code Value Description	Code Value Definition	Code Value
Capacity Allocated	*Transportation service provider has completed the capacity allocation process.*	*CAL*
Confirmed	*The confirmed quantity has been used to derive the scheduled quantity.*	*CON*
Nominated	*The nomination(s) has been received.*	*NOM*
Scheduled	*The scheduling process has been completed.*	*SCH*

* Indicates Common Code

BUSINESS PROCESS DOCUMENTATION (for addition, modification or deletion of business process documentation language)

Standards Book: Nominations Related Standards Book, GISB Standard No. **1.3.61**

Language: [Add Delivery Scheduling Status to the Delivery Data Group, after Delivery Point Quantity. Add Receipt Scheduling Status to the Receipt Data Group, after Receipt Point Quantity.]

Standards Book: Nominations Related Standards Book, GISB Standard No. **1.3.63**

Language: [Add Scheduling Status to the Transaction Specific Data Group, after the Quantity.]

TECHNICAL CHANGE LOG (all instructions to accomplish the recommendation)

Document Name and No.: Scheduled Quantity (1.4.5)
Scheduled Quantity for Operator (1.4.6)

Description of Change:
G865SQTS - Scheduled Quantity (1.4.5)
Data Element Xref to X12
Sub-detail SI segment: Add entry at the end of the SI data element list (without another SI label) for "Receipt Scheduling Status" with usage "MA" for all usage columns
Sub-detail SI segment: Add entry at the end of the SI data element list (without another SI label) for "Delivery Scheduling Status" with usage "MA" for all usage columns
X12 Mapping
Sub-detail SI segment (position 500): SI03: add ", Receipt Scheduling Status, Delivery Scheduling Status" to the end of the list of data element names

Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: add a new row to the end of the table: Element Name column: "Receipt Scheduling Status"; Usage P column: "MA"; Usage N column: "MA"; Usage T column: "MA"; Usage U column: "MA"; Elem 1000 column: "RS"; Elem 234 column: "CAL"; Elem 234 Description column "Capacity Allocated", then add three additional sub-rows for the remaining code values: Elem 234 column: "CON", Elem 234 Description column: "Confirmed"; Elem 234 column: "NOM", Elem 234 Description column: "Nominated"; Elem 234 column: "SCH", Elem 234 Description column: "Scheduled"
"SI 1000/234 Pairs (Sub-detail)" table: add a new row to the end of the table: Element Name column: "Delivery Scheduling Status"; Usage P column: "MA"; Usage N column: "MA"; Usage T column: "MA"; Usage U column: "MA"; Elem 1000 column: "DS"; Elem 234 column: "CAL"; Elem 234 Description column "Capacity Allocated", then add three additional sub-rows for the remaining code values: Elem 234 column: "CON", Elem 234 Description column: "Confirmed"; Elem 234 column: "NOM", Elem 234 Description column: "Nominated"; Elem 234 column: "SCH", Elem 234 Description column: "Scheduled"
G865SQOP - Scheduled Quantity for Operator (1.4.6)
Data Element Xref to X12
Sub-detail SI segment: Add entry at the end of the SI data element list (without another SI label) for "Scheduling Status" with usage "MA" for both usage columns
X12 Mapping
Sub-detail SI segment (position 500): SI03: add ", Scheduling Status" to the end of the list of data element names
Sub-detail SI segment (position 500): mark elements SI20 and SI21 as "Used"
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: add a new row to the end of the table: Element Name column: "Scheduling Status"; Usage column: "MA"; Elem 1000 column: "SS"; Elem 234 column: "CAL"; Elem 234 Description column "Capacity Allocated", then add three additional sub-rows for the remaining code values: Elem 234 column: "CON", Elem 234 Description column: "Confirmed"; Elem 234 column: "NOM", Elem 234 Description column: "Nominated"; Elem 234 column: "SCH", Elem 234 Description column: "Scheduled"

4. SUPPORTING DOCUMENTATION

a. Description of Request:

Add three data elements to the Scheduled Quantity and Scheduled Quantity for Operator. The data elements are as follows: SQ Status, Month to date and Confirmed Quantity.

b. Description of Recommendation:

EBB-Internet Implementation Task Force (November 20, 1998)

IR17 Instruct Information Requirements Subcommittee to address a mutually agreeable business practice of confirmations for a date range and communicating the status of the unconfirmed portion of the date range of the nomination to the Service Requester or operator.

Vote: Passes unanimously.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: TransCapacity Limited Request No.: R98057

Information Requirements Subcommittee

IR Implementation (day one):
This request is on hold until the second day of the meeting when the requester will be present.

IR Implementation (day two):
An example was given: A quantity may be nominated for one month, and the scheduled quantity that is sent in return is for one day. Also, some TSPs confirm for a month even though they send scheduled quantity for only one day at a time. Therefore, a mechanism is needed in the Scheduled Quantity data set to indicate that the status of the quantities. In the example, the quantity for one day is scheduled and the remainder of the quantities are confirmed. Based on the example, the status data element needs to be at the line item level.

MOTION:

- Add the following data elements to the line item level of the Scheduled Quantity:

Business Name (Abbreviation)	Definition	Data Group	EBB Pathed	EBB Non-Pathed	EBB PNT – "T"	EBB PNT – "U"	EDI / FF Usage	Condition
Delivery Scheduling Status (Del Sched Stat)	*The status of the scheduling process for the delivery transaction.*	*DelDG*	*MA*	*MA*	*MA*	*MA*	*MA*	
Receipt Scheduling Status (Rec Sched Stat)	*The status of the scheduling process for the receipt transaction.*	*RecDG*	*MA*	*MA*	*MA*	*MA*	*MA*	

- Revise GISB Standard 1.3.61 as follows:
  - Add 'Delivery Scheduling Status' to the Delivery Data Group, after Delivery Point Quantity.
  - Add 'Receipt Scheduling Status' to the Receipt Data Group, after Receipt Point Quantity.

- Add the following code value descriptions for the Delivery Scheduling Status:

Code Value Description	Code Value Definition	Code Value
Capacity Allocated	Transportation service provider has completed the capacity allocation process.	
Confirmed	The confirmed quantity has been used to derive the scheduled quantity.	
Nominated	The nomination(s) has been received.	
Scheduled	The scheduling process has been completed.	

- Add the following code value descriptions for the Receipt Scheduling Status:

Code Value Description	Code Value Definition	Code Value
Capacity Allocated	Transportation service provider has completed the capacity allocation process.	

Confirmed	The confirmed quantity has been used to derive the scheduled quantity.	
Nominated	The nomination(s) has been received.	
Scheduled	The scheduling process has been completed.	

- Add the following to the line item level of the Scheduled Quantity for Operator:

Business Name (Abbreviation)	**Definition**	**Data Group**	**EDI / FF Usage**	**Condition**
Scheduling Status (Sched Stat)	*The status of the scheduling process for the confirmation line item.*	*TSDG*	*MA*	

- Revise GISB Standard 1.3.63 as follows:
- Add 'Scheduling Status' to the Transaction Specific Data Group, after the Quantity.

- Add the following code value descriptions for the Scheduling Status:

Code Value Description	**Code Value Definition**	**Code Value**
Capacity Allocated	Transportation service provider has completed the capacity allocation process.	
Confirmed	The confirmed quantity has been used to derive the scheduled quantity.	
Nominated	The nomination(s) has been received.	
Scheduled	The scheduling process has been completed.	

Sense of the Room: September 13 – 14, 1999 5 In Favor 0 Opposed
Segment Check (if applicable):
In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services
Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

Technical Subcommittee

Sense of the Room: September 21, 1999 5 In Favor 0 Opposed
Segment Check (if applicable):
In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services
Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

c. Business Purpose:

Per the request: The addition of these data elements to the noted datasets would allow Transportation Service Providers to communicate information regarding scheduled quantities information which span a

date range. This information would be communicated to service requesters via the Scheduled Quantity documents and to operators via the Scheduled Quantity for Operator document.

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

IR implemented per instructions from the EII Task Force.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Texas Eastern Transmission **Request No.: R98066**

1. Recommended Action:

___Accept as requested
_X_Accept as modified below
___Decline

Effect of EC Vote to Accept Recommended Action:

_X_Change to Existing Practice
___Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
_X_ Initiation	_X_ Initiation
___Modification	___Modification
___Interpretation	___Interpretation
___Withdrawal	___Withdrawal
___Principle (x.1.z)	___Principle (x.1.z)
___Definition (x.2.z)	___Definition (x.2.z)
___Business Practice Standard (x.3.z)	___Business Practice Standard (x.3.z)
___Document (x.4.z)	___Document (x.4.z)
___Data Element (x.4.z)	___Data Element (x.4.z)
_X_ Code Value (x.4.z)	_X_ Code Value (x.4.z)
_X_ X12 Implementation Guide	_X_ X12 Implementation Guide
___Business Process Documentation	___Business Process Documentation

3. RECOMMENDATION

SUMMARY: * EII Task Force (December 1 – 2, 1998) – IR25
* Add five (5) existing code value descriptions for the Transaction Type data element to the PDA and Allocation datasets.

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CODE VALUES LOG (for addition, modification or deletion of code values)

Document Name and No.: Pre-determined Allocation, 2.4.1
Allocation, 2.4.3

Data Element: Transaction Type

Code Value Description	**Code Value Definition**	**Code Value**
No-Notice Service	*A quantity of gas for no-notice service.*	*22*
No-Notice Pre-Injection	*A quantity of gas for a change of no-notice receipts in anticipation of a change in demand.*	*17*
No-Notice Balancing	*A quantity of gas to resolve a current month no-notice imbalance.*	*16*

No-Notice Due Transportation Service Provider Balancing	*A quantity of gas to resolve a prior month no-notice imbalance owed to the transportation service provider.*	*24*
No-Notice Due Service Requester Balancing	*A quantity of gas to resolve a prior month no-notice imbalance owed to the service requester.*	*25*

TECHNICAL CHANGE LOG (all instructions to accomplish the recommendation)

Document Name and No.: Pre-determined Allocation (2.4.1)
Allocation (2.4.3)

Description of Change:
G860PDAL - Pre-determined Allocation (2.4.1)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code values and code value descriptions in numerical order by code value: 16 - No-Notice Balancing; 17 - No-Notice Pre-Injection; 22 - No-Notice Service; 24 - No-Notice Due Transportation Service Provider Balancing; 25 - No-Notice Due Service Requester Balancing
G865ALLC - Allocation (2.4.3)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code values and code value descriptions in numerical order by code value: 16 - No-Notice Balancing; 17 - No-Notice Pre-Injection; 22 - No-Notice Service; 24 - No-Notice Due Transportation Service Provider Balancing; 25 - No-Notice Due Service Requester Balancing

4. SUPPORTING DOCUMENTATION

a. Description of Request:

Add five (5) Transaction Types to the PDA and Allocation datasets, as follows: No-notice Service, No-notice Pre-Injection, No-notice Balancing, No-notice Due Transportation Service Provider Balancing, No-notice Due Service Requester Balancing.

b. Description of Recommendation:

EBB-Internet Implementation Task Force (December 1, 1998)

MOTION: (IR25) – Instruct Information Requirements to add new codes for the "Transaction Type" data element in the Pre-determined Allocation and Allocation data sets. The code values to be added are:

- No-notice Service
- No-notice Pre-Injection
- No-notice Balancing

- No-notice Due Transportation Service Provider Balancing
- No-notice Due Service Requester Balancing.

Action: Passed unanimously

Information Requirements Subcommittee

MOTION:

Add the following code values for the Transaction Type in the PDA and Allocation.

Code Value Description	Code Value Definition	Code Value
No-Notice Service	A quantity of gas for no-notice service.	22
No-Notice Pre-Injection	A quantity of gas for a change of no-notice receipts in anticipation of a change in demand.	17
No-Notice Balancing	A quantity of gas to resolve a current month no-notice imbalance.	16
No-Notice Due Transportation Service Provider Balancing	A quantity of gas to resolve a prior month no-notice imbalance owed to the transportation service provider.	24
No-Notice Due Service Requester Balancing	A quantity of gas to resolve a prior month no-notice imbalance owed to the service requester.	25

Sense of the Room: September 13-14, 1999 7 In Favor 0 Opposed

Technical Subcommittee

Sense of the Room: September 21, 1999 5 In Favor 0 Opposed
Segment Check (if applicable):
In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services
Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

c. Business Purpose:

Per the request: This addition of these transaction types will enable Texas Eastern to continue to support the existing No-Notice service provisions in Rate Schedules CDS and SCT of its tariff. This service was included in these Rate Schedules as a result of the Order 636 settlement with our customers and became available on June 1, 1993 to replicate the customers' bundled citygate sales standby service. Since these rate schedules provide for both firm and No-Notice service, a customer must have a way to identify which service he is using.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Texas Eastern Transmission **Request No.: R98066**

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

IR: adopted without objection.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Texas Eastern Transmission **Request No.: R98067**

1. Recommended Action:

___Accept as requested
_X_Accept as modified below
___Decline

Effect of EC Vote to Accept Recommended Action:

_X_Change to Existing Practice
___Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
_X_ Initiation	_X_ Initiation
____Modification	___Modification
___Interpretation	___Interpretation
___Withdrawal	___Withdrawal
___Principle (x.1.z)	___Principle (x.1.z)
___Definition (x.2.z)	___Definition (x.2.z)
___Business Practice Standard (x.3.z)	___Business Practice Standard (x.3.z)
___Document (x.4.z)	___Document (x.4.z)
___Data Element (x.4.z)	___Data Element (x.4.z)
_X_ Code Value (x.4.z)	_X_ Code Value (x.4.z)
_X_ X12 Implementation Guide	_X_ X12 Implementation Guide
___Business Process Documentation	___Business Process Documentation

3. RECOMMENDATION

SUMMARY: * EII Task Force (December 1 – 2, 1998) – IR26
* Add two (2) existing code value descriptions for the Transaction Type data element to the PDA and Allocation datasets.

CODE VALUES LOG (for addition, modification or deletion of code values)

Document Name and No.: Pre-determined Allocation, 2.4.1
Allocation, 2.4.3

Data Element: Transaction Type

Code Value Description	Code Value Definition	Code Value
Suspense Gas Claim	*Suspense gas quantity claimed by a service requester.*	*18*
Delivery of Claimed Suspense Gas	*Delivery of suspense gas quantity claimed by a service requester.*	*19*

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Texas Eastern Transmission **Request No.: R98067**

TECHNICAL CHANGE LOG (all instructions to accomplish the recommendation)

Document Name and No.: Pre-determined Allocation (2.4.1)
Allocation (2.4.3)

Description of Change:
G860PDAL - Pre-determined Allocation (2.4.1)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code values and code value descriptions in numerical order by code value: 18 - Suspense Gas Claim; 19 - Delivery of Claimed Suspense Gas
G865ALLC - Allocation (2.4.3)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code values and code value descriptions in numerical order by code value: 18 - Suspense Gas Claim; 19 - Delivery of Claimed Suspense Gas

4. SUPPORTING DOCUMENTATION

a. Description of Request:

Add two (2) Transaction Types to the PDA and Allocation datasets, as follows: Suspense Gas Claim, Delivery of Claimed Suspense Gas.

b. Description of Recommendation:

EBB-Internet Implementation Task Force (December 1, 1998)

MOTION: (IR26) – Instruct Information Requirements to add new codes for the "Transaction Type" data element in the Pre-determined Allocation and Allocation data sets. The code values to be added are:

- Suspense gas Claim
- Delivery of Claimed Suspense Gas

Action: Passed unanimously

Information Requirements Subcommittee

MOTION:

Add the following code values for the Transaction Type in the PDA and Allocation.

Data Element: Transaction Type

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Texas Eastern Transmission **Request No.: R98067**

Code Value Description	Code Value Definition	Code Value
Suspense Gas Claim	Suspense gas quantity claimed by a service requester.	18
Delivery of Claimed Suspense Gas	Delivery of suspense gas quantity claimed by a service requester.	19

Sense of the Room: September 13-14, 1999 7 In Favor 0 Opposed

Technical Subcommitte

Sense of the Room: September 21, 1999 5 In Favor 0 Opposed
Segment Check (if applicable):
In Favor: ___End-Users ___LDCs ___Pipelines ___Producers ___Services
Opposed: ___End-Users ___LDCs ___Pipelines ___Producers ___Services

c. Business Purpose:

Per the request: The addition of these transaction types will enable the Texas Eastern to continue to support the existing Suspense Gas provisions in the General Terms and Conditions of its tariff. These transaction types will allow Texas Eastern to monitor the Service Requester's actions related to the Suspense Gas claim and to apply the tariff provisions correctly, beginning with Nominations and ending with Invoicing

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

IR: adopted without objection.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Columbia Gas Transmission **Request No.: R99039**

1. Recommended Action:

___Accept as requested
_X_Accept as modified below
___Decline

Effect of EC Vote to Accept Recommended Action:

_X_Change to Existing Practice
___Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
_X_ Initiation	_X_ Initiation
____Modification	____Modification
___Interpretation	___Interpretation
___Withdrawal	___Withdrawal
___Principle (x.1.z)	___Principle (x.1.z)
___Definition (x.2.z)	___Definition (x.2.z)
___Business Practice Standard (x.3.z)	___Business Practice Standard (x.3.z)
___Document (x.4.z)	___Document (x.4.z)
___Data Element (x.4.z)	___Data Element (x.4.z)
_X_ Code Value (x.4.z)	_X_ Code Value (x.4.z)
_X_ X12 Implementation Guide	_X_ X12 Implementation Guide
___Business Process Documentation	___Business Process Documentation

3. RECOMMENDATION

SUMMARY: *EII Task Force (July 14, 1999)
* Add a code value description for the Transaction Type data element to the Nomination, Scheduled Quantity, PDA, Allocation, Imbalance and Invoice datasets.
* Add an existing code value description for the Transaction Type to the Allocation dataset.

CODE VALUES LOG (for addition, modification or deletion of code values)

Document Name and No.:
Nomination, 1.4.1
Scheduled Quantity, 1.4.5
Pre-determined Allocation, 2.4.1
Allocation, 2.4.3
Shipper Imbalance, 2.4.4
Transportation/Sales Invoice, 3.4.1

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Columbia Gas Transmission **Request No.: R99039**

Data Element: Transaction Type

Code Value Description	Code Value Definition	Code Value
Pool-to-Pool	*A quantity of gas transferred between pools.*	*54*

Document Name and No.: Allocation, 2.4.3

Data Element: Transaction Type

Code Value Description	Code Value Definition	Code Value
Imbalance Transfer	*A transfer of an imbalance between contracts or Service Requesters.*	*09*

TECHNICAL CHANGE LOG (all instructions to accomplish the recommendation)

Document Name and No.: Nomination (1.4.1)
Scheduled Quantity (1.4.5)
Pre-determined Allocation (2.4.1)
Allocation (2.4.3)
Shipper Imbalance (2.4.4)
Transportation/Sales Invoice (3.4.1)

Description of Change:
G850NMST - Nomination (1.4.1)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 54 - Pool-to-Pool
G865SQTS - Scheduled Quantity (1.4.5)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 54 - Pool-to-Pool
G860PDAL - Pre-determined Allocation (2.4.1)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 54 - Pool-to-Pool
G865ALLC - Allocation (2.4.3)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 09 - Imbalance Transfer

"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 54 - Pool-to-Pool
G811IMBL - Shipper Imbalance (2.4.4)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 54 - Pool-to-Pool
G811TSIN - Transportation/Sales Invoice (3.4.1)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail - HL03 = '9')" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 54 - Pool-to-Pool

4. SUPPORTING DOCUMENTATION

a. Description of Request:

Add several new codes for the Transaction Type to the Nomination, Scheduled Quantity, PDA Allocation, Imbalance and Invoice datasets.

b. Description of Recommendation:

EBB-Internet Implementation Task Force (July 14, 1999)

MOTION: - Transfer the request to Information Requirements Subcommittee.

Action: Passed unanimously

Information Requirements Subcommittee

MOTION:

Add the following code values for the Transaction Type in the Nomination, Scheduled Quantity, PDA, Allocation, Shipper Imbalance and Transportation/Sales Invoice.

Data Element: Transaction Type

Code Value Description	Code Value Definition	Code Value
Pool-to-Pool	A quantity of gas transferred between pools.	

Add the following code values for the Transaction Type in the Allocation.

Data Element: Transaction Type

Code Value Description	Code Value Definition	Code Value
Imbalance Transfer	A transfer of an imbalance between contracts or Service Requesters.	09

- The existing code value descriptions 'Imbalance Payback From Transportation Service Provider' and 'Imbalance Payback to Transportation Service Provider' will suffice for the requested 'OBA Payback'. If the requester wants a new data set developed for OBA payback, a new request will need to be submitted to GISB.

- Add the existing Transaction Type code value description 'Imbalance Transfer' to the Allocation. This accommodates the requested 'Delivery Allocation', 'Receipt Allocation', 'Redirect to Storage from Delivery Point', 'Storage in Transit', 'Firm Storage Service Balancing Transfer' and 'Storage Transfer for Accounting'. It is not necessary to revise the current definition of 'Imbalance Transfer'.

- It was determined that the existing data element 'Supplemental Quantity' on the Shipper Imbalance will suffice for the requested 'Storage Gas Lost'. The requester can use the existing code value description 'Lost/Unaccounted For Gas'.

Sense of the Room: September 13-14, 1999 8 In Favor 0 Opposed

Technical Subcommittee

Sense of the Room: September 21, 1999 5 In Favor 0 Opposed
Segment Check (if applicable):

In Favor:	___End-Users	___LDCs	___Pipelines	___Producers	___Services
Opposed:	___End-Users	___LDCs	___Pipelines	___Producers	___Services

c. Business Purpose:

Per the request: The addition of these transaction type codes will allow Columbia Gas transmission to identify and more accurately account for the gas transactions for its Service Requesters. They will also further facilitate its EDI transactions with its trading partners.

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

IR added the Transaction Type code value 'Pool to Pool' to six datasets as suggested by the requester. However, IR and Columbia Gas determined that the existing Transaction Type code value 'Imbalance Transfer' would address Columbia Gas' needs if it were added to the Allocation dataset. IR and Columbia Gas determined that existing Transaction Type code values would address Columbia Gas' needs for the remaining code values requested.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Williams Gas Pipeline **Request No.: R99044**

1. Recommended Action:

___Accept as requested
_X_Accept as modified below
___Decline

Effect of EC Vote to Accept Recommended Action:

_X_Change to Existing Practice
___Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
_X_ Initiation	_X_ Initiation
___Modification	___Modification
___Interpretation	___Interpretation
___Withdrawal	___Withdrawal
___Principle (x.1.z)	___Principle (x.1.z)
___Definition (x.2.z)	___Definition (x.2.z)
___Business Practice Standard (x.3.z)	___Business Practice Standard (x.3.z)
___Document (x.4.z)	___Document (x.4.z)
___Data Element (x.4.z)	___Data Element (x.4.z)
_X_ Code Value (x.4.z)	_X_ Code Value (x.4.z)
___X12 Implementation Guide	___X12 Implementation Guide
___Business Process Documentation	___Business Process Documentation

3. RECOMMENDATION

SUMMARY: * EII Task Force (July 14, 1999)
* Add code value description for the Transaction Type in the Nomination, Scheduled Quantity, Shipper Imbalance, PDA, Allocation and Invoice.

CODE VALUES LOG (for addition, modification or deletion of code values)

Document Name and No.:
Nomination, 1.4.1
Scheduled Quantity, 1.4.5
Pre-determined Allocation, 2.4.1
Allocation, 2.4.3
Shipper Imbalance, 2.4.4
Transportation/Sales Invoice, 3.4.1

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Williams Gas Pipeline Request No.: R99044

Data Element: Transaction Type

Code Value Description	Code Value Definition	Code Value
Backhaul	*Movement of gas from a point on the pipeline to a point that is upstream on the pipeline. Usually used by transportation service providers that employ the 'non-pathed model' nomination Model Type.*	*55*

TECHNICAL CHANGE LOG (all instructions to accomplish the recommendation)

Document Name and No.:
Nomination (1.4.1)
Scheduled Quantity (1.4.5)
Pre-determined Allocation (2.4.1)
Allocation (2.4.3)
Shipper Imbalance (2.4.4)
Transportation/Sales Invoice (3.4.1)

Description of Change:
G850NMST - Nomination (1.4.1)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 55 - Backhaul
G865SQTS - Scheduled Quantity (1.4.5)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 55 - Backhaul
G860PDAL - Pre-determined Allocation (2.4.1)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 55 - Backhaul
G865ALLC - Allocation (2.4.3)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 55 - Backhaul
G811IMBL - Shipper Imbalance (2.4.4)
Transaction Set Tables
"SI 1000/234 Pairs (Sub-sub-detail)" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 55 - Backhaul
G811TSIN - Transportation/Sales Invoice (3.4.1)

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Williams Gas Pipeline Request No.: R99044

Transaction Set Tables
"SI 1000/234 Pairs (Sub-detail - HL03 = '9')" table: For data element Transaction Type, add following code value and code value description in numerical order by code value: 55 - Backhaul

4. SUPPORTING DOCUMENTATION

a. Description of Request:

Add Transaction Type code value description 'Backhaul' to the Nomination, Scheduled Quantity, Shipper Imbalance, Invoice and other documents where the Transaction Type appears.

b. Description of Recommendation:

EBB-Internet Implemenation Task Force (July 14, 1999)

Motion: Transfer Request No. R99044 to the Information Requirements Subcommittee.

Discussion: Mr. Keisler explained the request and because the request was to add codes to an existing data element and did not create a new business practice or amend an existing one, it was recommended to send the request directly to the Information Requirements Subcommittee.

Action: Passed unanimously.

Information Requirements Subcommittee

IR Implementation:
It was noted that some parties can determine whether a transaction is a backhaul by the receipt and delivery points that are being utilized. The requester stated that this is needed for non-pathed transactions. For the requester's implementation, the 'Backhaul' designation would be applied to the delivery point. For non-pathed transactions there could be different solutions when determining which delivery point is the backhaul transaction. This additional Transaction Type allows the customer the flexibility to determine which delivery transaction is the backhaul.

When asked how they verify a nomination transaction that is designated as a 'Backhaul', the requester stated that they verify that the service requester has sufficient receipt quantities downstream of the delivery point.

MOTION:

- Add the following code value description for the Transaction Type in the Nomination, Scheduled Quantity, Shipper Imbalance, PDA, Allocation and Transportation/Sales Invoice.

Code Value Description	Code Value Definition	Code Value
Backhaul	Movement of gas from a point on the pipeline to a point that is upstream on the pipeline. Usually used by transportation	

	service providers that employ the 'non-pathed model' nomination Model Type.	

Sense of the Room: September 13 – 14, 1999 6 In Favor 0 Opposed
Segment Check (if applicable):

In Favor:	___End-Users	___LDCs	___Pipelines	___Producers	___Services
Opposed:	___End-Users	___LDCs	___Pipelines	___Producers	___Services

Technical Subcommittee

Sense of the Room: September 21, 1999 5 In Favor 0 Opposed
Segment Check (if applicable):

In Favor:	___End-Users	___LDCs	___Pipelines	___Producers	___Services
Opposed:	___End-Users	___LDCs	___Pipelines	___Producers	___Services

c. Business Purpose:

Per the request: This Transaction Type is particularly useful on a non-pathed pipeline. Since the receipt and delivery points are not paired on a single transaction, the haul type is not identifiable from the transaction. Therefore, the requested Transaction Type is needed to tell whether to charge standard or backhaul rates.

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

It was noted that some parties can determine whether a transaction is a backhaul by the receipt and delivery points that are being utilized. The requester stated that this is needed for non-pathed transactions. For the requester's implementation, the 'Backhaul' designation would be applied to the delivery point. For non-pathed transactions there could be different solutions when determining which delivery point is the backhaul transaction. This additional Transaction Type allows the customer the flexibility to determine which delivery transaction is the backhaul.

RECOMMENDATION TO GISB EXECUTIVE COMMITTEE

Requester: Altra Energy Technologies **Request No.: R99048**

1. Recommended Action:

- [X] Accept as requested
- [ ] Accept as modified below
- [ ] Decline

Effect of EC Vote to Accept Recommended Action:

- [X] Change to Existing Practice
- [ ] Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
[X] Initiation	[X] Initiation
[ ] Modification	[ ] Modification
[ ] Interpretation	[ ] Interpretation
[ ] Withdrawal	[ ] Withdrawal
[ ] Principle (x.1.z)	[ ] Principle (x.1.z)
[ ] Definition (x.2.z)	[ ] Definition (x.2.z)
[X] Business Practice Standard (x.3.z)	[ ] Business Practice Standard (x.3.z)
[ ] Document (x.4.z)	[ ] Document (x.4.z)
[ ] Data Element (x.4.z)	[ ] Data Element (x.4.z)
[ ] Code Value (x.4.z)	[ ] Code Value (x.4.z)
[ ] X12 Implementation Guide	[ ] X12 Implementation Guide
[ ] Business Process Documentation	[ ] Business Process Documentation

3. RECOMMENDATION

SUMMARY: * Change GISB Standard 6.3.1 to remove references to the "19" century in the date fields.

4. SUPPORTING DOCUMENTATION

a. Description of Request:

The GISB contracts standards and models should be reviewed to correct any references to "19" century in date fields.

b. Description of Recommendation:

Contracts Subcommittee Relevant Excerpts (10/1/99)

Changes were identified to Exhibit A - Confirmation document of the "Base Contract for Short-Term Sale and Purchase of Natural Gas," (GISB Standard No. 6.3.1). There were three occurrences where the date was modified to remove references to the "19" century and the preceding comma. No other changes were identified during the review of the "Base Contract for Short-Term

Sale and Purchase of Natural Gas." The changes were adopted by a unanimous vote. The vote was taken by roll call.

In the Trading Partner Agreement (GISB Standard No. 6.3.3), no changes were identified during the review. In the Day Trade Interruptible Contract (GISB Standard No. 6.3.2), no changes were identified during the review. In the Model Funds Transfer Agreement (GISB Model No. 6.5.1), no changes were identified during the review. In the Model Operational Balancing Agreement (GISB Model No. 6.5.2), no changes were identified during the review.

Executive Committee Subcommittee Relevant Excerpts (9/16/99)

A new request, R99047 [should be numbered R99048 and will be corrected in the final version of the minutes], regarding changes needed to the Contracts manual, was found within scope through a unanimous vote in favor. Ms. Munson noted that changes are required to correctly reflect year 2000. It will be presented for vote at the November EC meeting.

c. Business Purpose:

The contracts standards and models should be modified so that they can specify dates in 2000 and beyond.

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

The Executive Committee determined that this activity was needed to make the contracts and models usable in the future.

BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS

This Base Contract is entered into as of the following date: .
The parties to this Base Contract are the following:

_____	and	_____
_____		_____
Duns # _____		Duns # _____
Contract # _____		Contract # _____
Attn: _____		Attn: _____
Phone: _____ Fax: _____		Phone: _____ Fax: _____
Federal Tax ID Number: _____		Federal Tax ID Number: _____
Invoices and Payments:		
_____		_____
_____		_____
Attn: _____		Attn: _____
Phone: _____ Fax: _____		Phone: _____ Fax: _____
Wire Transfer or ACH Nos. (if applicable)		Wire Transfer or ACH Nos. (if applicable)
_____		_____

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Short-Term Sale and Purchase of Natural Gas published by the Gas Industry Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions **(select only one from each box, but see "*Note*" relating to Section 2.24.):**

Section 1.2 Transaction Procedure	☐ Oral ☐ Written	**Section 6.** Taxes	☐ Buyer Pays At and After Delivery Point ☐ Seller Pays Before and At Delivery Point
Section 2.4 Confirm Deadline	☐ 2 Business Days after receipt (default) ☐ Business Days after receipt	**Section 7.2** Payment Date	_____ date of Month following Month of delivery
Section 2.5 Confirming Party	☐ Seller ☐ Buyer ☐ _____	**Section 7.2** Method of Payment	☐ Wire Transfer (WT) ☐ Automated Clearinghouse (ACH) ☐ Check
Section 3.2 Performance Obl.	☐ Cover Standard ☐ Spot Price Standard		
Note: The following Spot Price Publication applies to both of the immediately preceding Standards and must be filled in after a Standard is selected.		**Section 13.5 CHOICE OF LAW:** _____	
Section 2.24 Spot Price Publication: _____			
☐ **Special Provisions:** Number of sheets attached: _____			

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

_____	_____
(*Party Name)*	*(Party Name)*
By _____	By _____
Title _____	Title _____

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. **This Contract is intended for Interruptible transactions or Firm transactions of one month or less and may not be suitable for Firm transactions of longer than one month.** Further, GISB does not mandate the use of this Contract by any party. **GISB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO GISB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT GISB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL GISB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

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GENERAL TERMS AND CONDITIONS
BASE CONTRACT FOR SHORT-TERM
SALE AND PURCHASE OF NATURAL GAS

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas.

The parties have selected either the "Oral" version or the "Written" version of transaction procedures as indicated on the Base Contract.

Oral Transaction Procedure:

1.2 The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party.

Written Transaction Procedure:

1.2 The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of non-conflicting Transaction Confirmation or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2., such receiving party shall notify the sending party via facsimile by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are ~~any material~~ differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction ~~Confirmations~~. The entire agreement between the parties shall be those provisions contained in both the Base Contract and any effective Transaction Confirmation. In the event of a conflict among the terms of (i) a Transaction Confirmation, (ii) the Base Contract, and (iii) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

SECTION 2 DEFINITIONS

2.1. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein.

2.2. "British thermal unit" or "Btu" shall have the meaning ascribed to it by the Receiving Transporter.

2.3. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.

2.4. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received, or if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

2.5. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.6. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract and (ii) the provisions contained in any effective Transaction Confirmation.

2.7. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu, as evidenced by the Contract Price on the Transaction Confirmation.

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2.8. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as set forth in the Transaction Confirmation.

2.9. "Cover Standard", if applicable, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the non-defaulting party shall use commercially reasonable efforts to obtain Gas or alternate fuels, or sell Gas, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the defaulting party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the defaulting party.

2.10. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.

2.11. "Delivery Period" shall be the period during which deliveries are to be made as set forth in the Transaction Confirmation.

2.12. "Delivery Point(s)" shall mean such point(s) as are mutually agreed upon between Seller and Buyer as set forth in the Transaction Confirmation.

2.13. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.14. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm".

2.15. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3. related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.16. "Gas" shall mean any mixture of hydrocarbons and non-combustible gases in a gaseous state consisting primarily of methane.

2.17. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

2.18. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3. related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.19. "MMBtu" shall mean one million British thermal units which is equivalent to one dekatherm.

2.20. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.21. "Payment Date" shall mean a date, selected by the parties in the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.22. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.23. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.24 "Spot Price" as referred in Section 3.2 shall mean the price listed in the publication specified by the parties in the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.25. "Transaction Confirmation" shall mean the document, substantially in the form of Exhibit A, setting forth the terms of a purchase and sale transaction formed pursuant to Section 1. for a particular Delivery Period.

2.26. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular Transaction Confirmation.

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SECTION 3 PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as specified in the Transaction Confirmation.

The parties have selected the "Cover Standard" version or the "Spot Price Standard" version as indicated on the Base Contract.

Cover Standard:

3.2 In addition to any liability for Imbalance Charges, which shall not be recovered twice by the following remedy, the exclusive and sole remedy of the parties in the event of a breach of a Firm obligation shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard for replacement Gas or alternative fuels and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the exclusive and sole remedy of the non-breaching party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s).

Spot Price Standard:

3.2 In addition to any liability for Imbalance Charges, which shall not be recovered twice by the following remedy, the exclusive and sole remedy of the parties in the event of a breach of a Firm obligation shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price.

3.3. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

SECTION 4. TRANSPORTATION, NOMINATIONS AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s) and for delivering such Gas at a pressure sufficient to effect such delivery but not to exceed the maximum operating pressure of the Receiving Transporter. Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's actions or inactions (which shall include, but shall not be limited to, Buyer's failure to accept quantities of Gas equal to the Scheduled Gas), then Buyer shall pay for such Imbalance Charges, or reimburse Seller for such Imbalance Charges paid by Seller to the Transporter. If the Imbalance Charges were incurred as a result of Seller's actions or inactions (which shall include, but shall not be limited to, Seller's failure to deliver quantities of Gas equal to the Scheduled Gas), then Seller shall pay for such Imbalance Charges, or reimburse Buyer for such Imbalance Charges paid by Buyer to the Transporter.

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SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either the "Buyer Pays At and After Delivery Point" version or the "Seller Pays Before and At Delivery Point" version as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes which are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. If Buyer fails to remit the full amount payable by it when due, interest on the unpaid portion shall accrue at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum from the date due until the date of payment; or (ii) the maximum applicable lawful interest rate. If Buyer, in good faith, disputes the amount of any such statement or any part thereof, Buyer will pay to Seller such amount as it concedes to be correct; provided, however, if Buyer disputes the amount due, Buyer must provide supporting documentation acceptable in industry practice to support the amount paid or disputed.

7.3. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with Section 7.2. above.

7.4. A party shall have the right, at its own expense, upon reasonable notice and at reasonable times, to examine the books and records of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This examination right shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate unless objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7. shall be paid in full by the party owing payment within 30 days of notice and substantiation of such inaccuracy.

SECTION 8. TITLE, WARRANTY AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

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8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. Notwithstanding the other provisions of this Section 8., as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payments and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of ~~successful~~ transmission, if the day on which such ~~facsimile is received is not a~~ Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered two Business Days after mailing.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. When reasonable grounds for insecurity of payment or title to the Gas arise, either party may demand adequate assurance of performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by the party demanding assurance, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset acceptable to the demanding party or a performance bond or guarantee by a creditworthy entity. In the event either party shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in the payment obligation to the other party; (iii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iv) otherwise become bankrupt or insolvent (however evidenced); or (v) be unable to pay its debts as they fall due; then the other party shall have the right to either withhold and/or suspend deliveries or payment, or terminate the Contract without prior notice, in addition to any and all other remedies available hereunder. Seller may immediately suspend deliveries to Buyer hereunder in the event Buyer has not paid any amount due Seller hereunder on or before the second day following the date such payment is due.

10.2. Each party reserves to itself all rights, set-offs, counterclaims, and other defenses which it is or may be entitled to arising from the Contract.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment due under Section 7. and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption of firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

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11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

SECTION 12. TERM

This Contract may be terminated on 30 days' written notice, but shall remain in effect until the expiration of the latest Delivery Period of any Transaction Confirmation(s). The rights of either party pursuant to Section 7.4., the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any Transaction Confirmation.

SECTION 13. MISCELLANEOUS

13.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, either party may transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder.

13.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

13.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

13.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective Transaction Confirmation(s). This Contract may be amended only by a writing executed by both parties.

13.5. The interpretation and performance of this Contract shall be governed by the laws of the state specified by the parties in the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

13.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any Federal, State, or local governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or Transaction Confirmation or any provisions thereof.

13.7. There is no third party beneficiary to this Contract.

13.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

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TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ~~199~~__ Transaction Confirmation #: _____

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER:	**BUYER:**
_____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number:_____	_____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number:_____

Contract Price: $_____/MMBtu or _____

Delivery Period: Begin: _____, ~~199~~__ End: _____, ~~199~~__

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):	**Firm (Variable Quantity):**	**Interruptible:**
_____ MMBtus/day ☐ EFP	_____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller	Up to _____ MMBtus/day

Delivery Point(s): _____
(If a pooling point is used, list a specific geographic and pipeline location):

Special Conditions:

Seller: _____	Buyer: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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