

Section 1. – Definitions

Revised Definition:

“Bid Period or” to be added to definition “Bidding Period”

White River proposes three new definitions to be added to this section:

Bid Process means a publicly held, competitive sale for transportation capacity that is available or will become available on White River’s system.

Bid Process Notice means a solicitation for offers to contract for transportation service which has been posted on Informational Postings on White River’s website, pursuant to § 5.4 of this tariff.

Request means a formal bid for new transportation service under an applicable rate schedule, which meets the conditions stipulated under §§ 2 and 8 of this Tariff.

Section 5 – Acquiring Firm Service

White River proposes to replace the existing language in § 5 with the following:

5.1 Requests for Firm Service.

- (a) Prequalify by executing the Electronic Access Agreement in this Tariff and satisfying the creditworthiness provisions of these General Terms and Conditions; and
- (b) For Requests for service made available on a first-come first-served basis, comply with the requirements of § 5.3;
- (c) For Requests for service made available via a Bid Process, comply with the requirements of § 5.4;
- (d) For prearranged Requests for service, comply with the requirements of § 5.5;
- (e) For Requests to amend firm service agreements, comply with the requirement of § 5.6.
- (f) For Requests for service in an open season, comply with the requirements of § 5.7.

5.2 Limitations on Firm Service.

White River shall not be required to accept a Request for firm service:

- (a) that does not satisfy the requirements of this section;
- (b) for which adequate firm capacity is not available;
- (c) that would impair White River’s ability to render existing firm services or otherwise impair operation of the system;
- (d) that contains terms or conditions unacceptable to White River; or

- (e) that offers a rate less than the maximum Tariff rate, except that White River may agree to provide service at a discounted rate pursuant to § 25 or a Negotiated Rate pursuant to § 27 of these General Terms and Conditions.

5.3 Requests for New Service on a First-Come/First-Served Basis.

- (a) Shippers, via MyQuorum, may request service on a first-come/first-served basis for capacity that is available or will become available and is not subject to a right of first refusal, a pending Bid Process under § 5.4.
- (b) Requests must meet or exceed the minimum requirements and accept any other conditions stated in any applicable unsubscribed capacity posting or notices posted to White River's website under informational postings.
- (c) Requests that do not meet or exceed the minimum requirements of the applicable unsubscribed capacity posting and/or notices, and any Request to amend a service agreement pursuant to § 5.6, may be treated as a Request for prearranged service pursuant to § 5.5.
- (d) Requests must be for a minimum term of service of one day and may be submitted to begin the next available nomination cycle as follows:
 - (i) Timely Cycle: Submitted by 11:00 a.m. on a Business day.
 - (ii) Evening Cycle: Submitted by 4:00 p.m. on a Business day.
 - (iii) Intra-day 1 Cycle: Submitted by 8:00 a.m. on a Business day.
 - (iv) Intra-day 2 Cycle: Submitted by 12:30 p.m. on a Business day.
 - (v) Intra-day 3 Cycle: Submitted by 5:00 p.m. on a Business day.
 - (vi) All times are Central Clock Times (CCT).
- (e) A Request under this section shall constitute the Shipper's binding offer to contract for service. If a Shipper's Request is awarded, a binding firm service agreement between White River and the Shipper, conforming to the awarded Request, will be placed on MyQuorum. Since the Shipper is bound by its Request, no further acceptance is required for the contract.
- (f) Once the firm service agreement between White River and the Shipper has been placed on MyQuorum, the Shipper may submit a nomination at the next available nomination cycle commencing with the effective date of service under the contract.

5.4 Requests for Service Through a Bid Process.

- (a) White River may, from time to time, hold a Bid Process for service on capacity that is available or will become available.
- (b) Bid Process Notice: A Bid Process will be preceded by a Bid Process Notice posted on the Informational Postings section of White River's website at least one full Business Day before commencement of the Bid Process. A Bid Process Notice is a solicitation for offers to contract for service but the Capacity Bid Process is not itself a binding offer. The Bid Process Notice will specify, as applicable:
 - (i) The capacity subject to the Bid Process;
 - (ii) The beginning and end date(s) of the Bid Period;

- (iii) Bid evaluation criteria for determining the highest economic value, which shall be Net Present Value in accordance with § 5.4(f)(i) unless the Bid Process Notice specifies different criteria;
 - (iv) Any special conditions.
- (c) Bid Process Procedures: Unless otherwise stated in the Bid Process Notice, the following procedures will apply.
- (i) For capacity available for a term of one year or more, the minimum Bid Period will be three Business days.
 - (ii) For capacity available for a term of less than one year, the minimum Bid Period will be one Business day.
 - (iii) Times are in Central Clock Time (CCT), unless otherwise stated.
 - (iv) The Bid Process will begin at 9:00 a.m. on the first Business day of the Bid Period and will close at 1:00 p.m. on the last Business day of the Bid Period specified in the Bid Process Notice. Bids must be submitted and received by White River prior to 1:00 p.m. on the last Business day of the Bid Period in order to be considered.
 - (v) White River will post bids on MyQuorum as they are received or updated. White River is not required to post the identity of the Bidding Shipper.
 - (vi) Bidding will be an iterative process in that a Bidding Shipper may submit or update its bid during the Bid Period; provided however, that neither the Bidding Shipper nor an affiliate of the Bidding Shipper may submit a bid with a lower economic value than its previous bid. A Bidding Shipper may not have more than one bid in contention at the same time.
 - (vii) After the Bid Period closes, White River shall evaluate the bids in accordance with § 5.4(f).
 - (viii) If White River determines in accordance with § 5.4(f) that two or more bids received during the Bid Period would provide the highest and equal economic value, and such bids collectively request more capacity than is available per the Unsubscribed Capacity report, White River will post notification of a second 30-minute Bid Period (i.e., "Compete Round") to commence at 1:30 p.m., subject to the following:
 - (1) the Compete Round Bid Period will be limited to the Bidding Shippers that submitted the bids determined to provide the equal and highest economic value;
 - (2) during the Compete Round Bid Period, the Bidding Shippers may update their bids as frequently as desired to compete with the highest competing bid(s); and
 - (3) White River shall evaluate all bids received during the Compete Round Bid Period in accordance with § 5.4(f), and will award service in accordance with § 5.4(g).
- (d) Bids: Requests for service in the Bid Process are submitted as bids via MyQuorum, which must include:

- (i) Bidding Shipper's name and the name, telephone number and email address of the individual placing the bid;
 - (ii) The beginning effective Gas Day and ending effective Gas Day of the proposed service;
 - (iii) The maximum reservation charge the Bidding Shipper is willing to pay for the service;
 - (iv) The desired RDC stated in DTH/day or, for storage service, the daily and annual storage capacities by storage field stated in DTH;
 - (v) Whether the Bidding Shipper will accept a pro rata allocation of capacity and the minimum amount of capacity the Bidding Shipper is willing to accept;
 - (vi) A designation of whether the Bidding Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end user or marketer;
 - (vii) Whether the Bidding Shipper is an affiliate of White River;
 - (viii) If 18 CFR Part 284, Subpart B (§ 311) service is requested, the name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported, and a declaration explaining how the service Request qualifies as § 311 service; and
 - (ix) Contingencies, if any.
- (e) Bidding Conditions:
- (i) White River may reject any bid that fails to comply with the requirements of this section or meet the rates, terms and conditions specified in White River's Bid Process Notice.
 - (ii) A bid shall constitute the Bidding Shipper's binding offer to contract for service, which cannot be withdrawn.
 - (iii) A Bidding Shipper's use of its logon and password on any MyQuorum transaction screen is such party's consent to be bound by the transaction.
 - (iv) A Bidding Shipper may not bid a reservation charge less than the minimum reservation charge nor more than the maximum reservation charge specified by the Tariff, unless it is requesting a Negotiated Rate under § 27 of these General Terms and Conditions, nor may the bid exceed the volume of capacity or the term specified in the Bid Process Notice or the Unsubscribed Capacity Report.
- (f) Evaluation of Bids:
- (i) White River shall determine which bid(s) provide the highest economic value based on Net Present Value, unless a different criterion for determining economic value is set forth in the Bid Process Notice.
 - (ii) Negotiated Rate bids will be evaluated in accordance with the criteria specified in the Bid Process Notice and consistent with § 27 of these General Terms and Conditions. Bids above the maximum reservation charge will be evaluated using the maximum reservation charge.

- (iii) In evaluating bids, White River may aggregate, in whole or in part, the economic value of two or more bids to achieve the overall highest economic value, including the use of pro rata allocations for Bidding Shippers that agreed to accept a prorated award of service.
- (iv) In evaluating a Shipper's Request to amend its service agreement pursuant to § 5.6, the amendment Request will be assigned an economic value of zero, unless the Request provides additional value, such as by agreeing to:
 - (i) increase Shipper's reservation rate, if such rate is less than the applicable maximum reservation rate or
 - (ii) extend the term of Shipper's firm service agreement.
- (g) Award of Service:
 - (i) Service shall be awarded to the Bidding Shipper(s) whose terms and conditions are acceptable to White River and whose bid(s) offer the highest economic value, including by aggregation as provided in § 5.4(f)(iii).
 - (ii) In the event two or more bids offer the same economic value, but there is insufficient capacity to serve all such Bidding Shippers, the following provisions apply:
 - (1) If the bid rates are not equal, the bid with the highest rate will be awarded service before bids offering to pay a lesser rate; provided that, if a bid offers a rate higher than the maximum Tariff rate, it shall be evaluated as a Negotiated Rate equal to the maximum Tariff rate.
 - (2) If the bid rates are equal but one bid offered the maximum Tariff rate and another offered a negotiated rate equal to the maximum Tariff rate, the bid offering the maximum Tariff rate will be awarded service before bid(s) offering the Negotiated Rate.
 - (3) If the bid rates are equal, and each bid selected either the maximum Tariff rate or a Negotiated Rate equal to the maximum Tariff rate, service will be allocated pro rata between the competing bids that agreed to accept pro rata allocation; provided however, that if not all such Bidding Shippers agreed to accept a pro rata allocation, capacity will be awarded solely to the Bidding Shippers that have agreed to accept a pro rata allocation.
 - (iii) Except for service that is subject to a Right of First Refusal (ROFR) according to § 7 of these General Terms and Conditions, capacity will be awarded no later than 11:00 a.m. on the second Business day following the last day of the Bid Period in accordance with § 5.4(f). Capacity that is subject to a ROFR will be awarded in accordance with the provisions of § 7 of these General Terms and Conditions.
 - (iv) If a Bidding Shipper is awarded service, a binding firm service agreement between White River and the Shipper, conforming to the awarded bid, will be placed on MyQuorum. Since the Bidding Shipper is bound by its bid, no further acceptance is required for the contract.
 - (v) Once the firm service agreement between White River and the Bidding Shipper has been placed on MyQuorum, the Shipper may submit a nomination at the next available nomination cycle commencing with the effective date of service under the contract.

- (vi) Damages: If a Bidding Shipper is awarded service but refuses to accept service or otherwise breaches the service agreement before service begins:
 - (1) If White River has not yet posted the notice of awarded capacity pursuant to § 5.11, service will be offered to the Bidding Shipper(s) providing the next highest economic value, and if accepted, the Bidding Shipper that breached shall be liable to White River for the difference in economic value between its bid and the accepted bid having the next highest economic value.
 - (2) If White River has posted the notice of awarded capacity pursuant to § 5.11, or the Bidding Shipper(s) providing the next highest economic value declines to accept service, White River shall repost the capacity for Bid Process in accordance with § 5.4, and the Bidding Shipper(s) that breached shall be liable to White River for the difference in economic value between its bid and the awarded bid(s) in that second Bid Process.
- (h) When awarded capacity is posted pursuant to § 5.11, if the Bid Process Notice specified a method of determining economic value other than Net Present Value, the posting shall set forth the winning bid and the calculation used to determine the award.

5.5 Service Through Prearrangement.

- (a) White River and Shipper may agree to enter into a prearranged service agreement for Capacity that is available or will become available and is not subject to a Right of First Refusal (ROFR). A Shipper requesting service through prearrangement, in addition to complying with the requirements of § 5.1(a), must complete a request for service, via MyQuorum.
- (b) Upon agreement for prearranged service, White River will post a Bid Process Notice pursuant to § 5.4(b) to make the service available for bidding, provided that the prearranged agreement shall be binding between White River and Shipper if no bids are received in the Bid Process that provide a higher economic value.
- (c) If a bid received in the Bid Process provides a higher economic value than the Request for prearranged service, White River will provide the Prearranged Shipper a one-time right, within one (1) Business Day, to match the bid. If the Prearranged Shipper elects to match the higher bid, White River will award service to the Prearranged Shipper. If the Prearranged Shipper does not match the higher bid, White River will award the capacity in accordance with § 5.4(g).
- (d) If the Request for prearranged service is awarded, a binding firm service agreement between White River and the Shipper, conforming to the terms of the Shipper's Request, will be placed on MyQuorum, and the Shipper may submit a nomination at the next available nomination cycle commencing with the effective date of service under the contract. Since the Shipper is bound by its Request, no further acceptance is required for the contract.

5.6 Requests for Amendments to Firm Service Agreements.

- (a) A Shipper, via MyQuorum, may submit a Request to amend its service agreement.
- (b) Amendment Requests may be made on a first-come/first-served basis pursuant to § 5.3, via Bid Process pursuant to § 5.4, or through prearrangement pursuant to § 5.5, and may be for temporary or permanent amendments.
- (c) Temporary amendment Requests:
 - (i) Temporary amendments are for a period of one month or less, for the current month except as provided for in § 5.6(c)(iv), and allow a Shipper to move its primary firm capacity to other MAP points for the period specified in the temporary amendment. When the temporary amendment expires, the firm capacity returns to the previous MAP point.
 - (ii) Temporary amendment Requests may be submitted on any day of the month and for the current month only, except as provided below in § 5.6(c)(iv).
 - (iii) Temporary amendment Requests for the next Gas Day must be submitted no later than 11:00 a.m. the day timely nominations are due.
 - (iv) Temporary amendment Requests for the following month which have an effective date of the first day of that month can be submitted after 12:00 p.m. on the 4th Business day prior to the end of the current month, unless otherwise stated in an applicable notice or posting.
 - (v) White River will evaluate temporary amendment Requests in a timely manner except as limited by Operational Flow Orders as defined in § 1 of these General Terms and Conditions.
- (d) Permanent amendment Requests:
 - (i) The effective date of a permanent amendment under this section may be no sooner than the first day of the month following the date of the Request and must be through the remaining term of the service agreement.
 - (ii) Permanent amendment Requests received outside a Bid Period will be treated as a request for prearranged service pursuant to § 5.5.
 - (iii) Permanent amendment Requests received during any bid period will be evaluated pursuant to § 5.4(f).

5.7 Requests for Service in an Open Season.

- (a) White River may, from time to time, hold an open season to solicit Shipper commitments or determine Shipper interest in the construction of new capacity.
- (b) Requests for service in the open season shall comply with the open season notice.
- (c) White River shall evaluate Requests for service submitted in the open season in accordance with the procedures set forth in § 5.4(f), unless otherwise stated in the open season notice.

- (d) An open season shall not be required for minor or auxiliary facilities, additions of receipt/delivery/metering or related facilities, or facilities that do not significantly alter the operational characteristics of White River’s system.

5.8 Service Commencement Timeframes.

Unless otherwise stated in the applicable notice or posting, Shippers may request service to commence at a future date within the following timeframes:

- (a) For service with a term less than 1 year, the requested service shall commence no later than 90 days from the date service is awarded;
- (b) For service with a term of 1 year or longer, the requested service shall commence within 1 year from the date service is awarded. 5.9 Interim Capacity. If White River enters into a service agreement with a future start date in accordance with § 5.8, White River may make service on the capacity available for the interim period prior to the commencement date of the future firm service agreement. Firm service agreements for the interim capacity will not have a Right of First Refusal.

5.9 Interim Capacity.

If White River enters into a service agreement with a future start date in accordance with § 5.8, White River may make service on the capacity available for the interim period prior to the commencement date of the future firm service agreement. Firm service agreements for the interim capacity will not have a Right of First Refusal.

5.10 Notice of Awarded Capacity.

Within one Business day after service has been awarded, White River shall post each awarded firm service agreement on its website under Informational Postings.

5.11 Accommodation for System Disruptions.

If White River is unable to process a service Request or complete a Bid Process in accordance with this section due to a disruption to MyQuorum or any other information system, White River may, with notice to affected parties, complete the processing of the Request or completion of the Bid Process by alternate means such as email or facsimile.

5.12 Reserved for Future Use

Section 10.2 – Adding and Deleting Points or Changing Capacity at Primary Points

This section will be revised to reflect new internal tariff references (e.g., § 5.11 > § 5.6).