

GISB Version 1.4 Interpretations

7.3.1 Clarify the meaning of 'process' in Sender's Option, in GISB standard 1.2.2

Interpretation:

With respect to the Sender's Option usage code, Standard 1.2.2, states,

"...Sender's option (SO) means that this element is optional for the sender to send and, if sent, the receiver should receive and process."

The word "process" means that the receiver of the data will store and use the contents of the data element. Where the contents of the data element do not determine the business results of a transaction as in the situation where the data element contains information, such as a Remittance Address (Standard data set 3.4.1 - Invoicing), there is no expectation that the receiver will use the data to determine the business outcome. Rather, the expectation is that the receiver will store the Remittance Address and use it for communication as it is appropriate.

When a specified data element contains data that does affect the business outcome of that or a related transaction, such as Minimum Acceptable Total Volumetric Quantity (Standard data set 5.4.9 - Capacity Release), the receiver will use the contents of the data element in determining the business outcome of the applicable transaction. In this case, the use of the contents of the data element is to determine whether a bidder met the minimum volumetric quantity requirement which the sender may or may not (Sender's option) have specified.

To the extent a receiver may receive a Sender's Option field in a document, then the receiver should be prepared to alter their business practices to the extent necessary to accept the element and process the contents in order to support the ability of the sender to send data should the sender choose to do so to accomplish a business result consistent with the standard giving rise to the data element with a sender's option usage designation. In summary using the contents of a data element that is designated as Sender's Option is mandatory from the receiver's perspective.

7.3.2 Clarify the meaning of '5 months', in GISB standard 5.3.22.

Interpretation:

Standard 5.3.2 states, *"For short-term releases (less than 5 months):...[and]...For longer term releases (five months or more):..."*. This means that short term releases are for less than 5 months, and longer term releases are for 5 months or greater. A month in this case is not a calendar month. A month is a numbered day in one calendar month through the previous numbered day in the following calendar month (gas day to gas day). Therefore, a release from 15 January 1996 through 14 June 1996 would not qualify as short term release because it is exactly 5 months. For example, a release from 1 January 1996 through 1 June 1996 is five months and one day -- not a short term release. A release from 1 January 1996 through 31 May 1996 is exactly five months - also not a short term release. A release from 1 January 1996 through 30 May 1996 is one day less than five months -- a short term release. So, in order to qualify as a short term release, a release beginning 15 January 1996 could end no later than 13 June 1996.

7.3.3 Clarify the differences between Business Day and Work Day, as it applies to GISB standard 3.2.1.

Interpretation:

Standard 3.2.1 defines the business day as “...Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.” There is no GISB definition for the hours comprising a work day. The business day definition described in Standard 3.2.1 applies to Standard 5.3.2.

With regard to the short-term release open season, Standard 5.3.2 states:

“For short term-release (less than 5 months):

- Offers should be tendered by 1:00 p.m. on the day before nominations for short-term releases (less than 5 months);*
- open season ends no later than 2:00 p.m. on the day before nominations are due...”*

This means that the latest time that bidding on a short term Offer of release can start is 1:00 PM on the business day before timely nominations would be due for flow on the first date that a release starts.

With regard to the posting of offers four days in advance of award start and providing for a 3 business day open season, the example of a five month release commencing on a Tuesday after a Monday holiday would be as follows: The Offer would be posted no later than 1:00 p.m. the prior Wednesday (four business days prior to the Tuesday award start) as Saturday, Sunday, and the Monday holiday do not qualify as business days.

Assume another example of a five month release with the award commencing on a Saturday. The timeline would be as follows: The Offer would be posted no later than 1:00 P.M. the prior Tuesday. This provides for both the required four business days prior to the Saturday award start and the three business days prior to the 2 P.M. Thursday ending of the open season, which is required in order to provide a three business day open season in advance of the Friday A.M. nominations deadline for Saturday flow under the award.

7.3.4 [deleted]

7.3.5 Clarify the purpose of 'ending time' for GISB Standard 1.3.9.

Interpretation:

Standard 1.3.9 states, *“Intra-day nominations should include an effective date and time.”* Effective means effective. Begin date and time means Begin date and time. End date and time means end date and time. In this context, effective date and time means the date and time during which the intra-day nomination is effective.

Standard 1.3.11 states, *“Intra-day nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas.”* In order to facilitate the clear communication to a Service Provider of a Service Requester's intention, the beginning and ending time, especially for initiation of flows for a Service Requester

(where none were previously scheduled) or, for cessation of flows for a Service Requester at a location where gas is flowing are useful information to the Service Provider. Even when the requested change may only result in a flow rate change for the remainder of a gas day, the information as to timing is information of value to the Service Providers.

Standard 1.3.9 also states that *"The interconnected parties should agree on the hourly flows of the intra-day nomination, if not otherwise addressed in transporter's contract or tariff."* This means that with respect to the hourly flows, the interconnected parties determine the hourly flow. The Service Requester does not "determine" the hourly flow unless they are also the *"interconnected party"* and their *"contract and/or tariff"* requires that the Service Provider provide the requested daily quantity within the effective period.

7.3.6 Why is time a data element in GISB Standard 2.3.15?

Interpretation:

Standard 2.3.15 states that *"There are two types of allocations: daily and monthly"*. Standard 2.3.4 states *"Only one PDA allocation methodology should be applied per allocation period."* Standard 1.3.9 states *"All nominations, including intra-day nominations, should be based upon a daily quantity;"*

Standard 1.3.11 states *"Intra-day nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas."* Standard 1.3.33 states, *"Intra-day nominations may be used to nominate new supply or market."* Principle 3.1.2 states *"Elements should stay consistent from nomination through billing"*.

Standards 1.3.9, 1.3.11, and 1.3.33 mean that flow under one contract could be ceased (decreased) at a specified time and flow under a different contract could be increased (including initiated) at the same or another specified time, which gives rise to the time element in the nomination dataset. Standards 2.3.4 and 2.3.15 mean that there is only one allocation method in effect during an allocation period, the smallest of which is one day. Principle 3.1.2 provides consistent data elements throughout the nomination, allocation and billing process.

Thus, even though a location may be nominated for less than a day by the same Service Requester onto different contracts, by means of the "beginning flow date-time" and "ending flow date-time" nomination data elements, the allocated quantity at that location will only be provided on a daily basis (with respect to each of the different contracts). The time element in the allocation dataset is not related to hourly allocations (as the standard requires only daily and monthly allocations) but rather is related to the requirement that the data elements remain consistent from nomination through billing.

7.3.7 Does a proprietary EBB and all paper documents have to use the GISB data element names as defined in the standards?

Interpretation:

Standard 3.3.2 states, *"Standard field name descriptors should be used on paper and electronic documents. This consistency should cover all gas industry transactions."* A read of the Executive Committee Meeting Transcripts for March 8th 1996, during which the proposed standard was amended and then adopted, it is clear that the word "electronic" was intended to encompass all forms of electronic (i.e., EBBs, EDIs, et. al.). A further reading of the

transcript also makes clear that the phrase "Should cover all gas industry transactions." was intended to relate only to all gas industry "invoicing" transactions (i.e., gas purchase and sales, capacity purchase and sale and transportation).

- 7.3.8 For pathed non-threaded - validate where package id should exist.

Interpretation:

Standard 1.2.1 defines a nomination as a "*line item*" containing all defined components. A non-pathed nomination is a line item. A pathed nomination is a line item. An un-threaded nomination is a line item and a threaded nomination is a line item. Package ID is a sender's optional field and may be submitted on any nomination.

- 7.3.9 For pathed non-threaded - validate whether the package id's on one segment should match another.

Interpretation:

The value associated with any given package ID is defined by the sender, not GISB and not the receiver. Given that a package ID may be sent by a Service Requester for any nomination, and, given that un-threaded and threaded nominations, albeit possibly related, are nonetheless separate line items (separate nominations), it is appropriate that, should the sender desire to send different package IDs for an un-threaded and a threaded nomination, they should be allowed to do so and the receiver should accept and process them as part of the nomination key.

- 7.3.10 For pathed non-threaded - validate where upstream and downstream ranks are applicable.

Interpretation:

Upstream and Downstream Ranks have no practical impact with respect to the threaded nomination of the Pathed Non-threaded Model. If supplied by the Service Requester, they will have no practical significance to the Service Provider and the Service Requester should not have an expectation of any impact upon their transaction.

- 7.3.11 For pathed non-threaded - validate where receipt and delivery ranks are used.

Interpretation:

Receipt and Delivery Ranks have no practical impact with respect to the un-threaded nomination of the Pathed Non-threaded Model. If supplied by the Service Requester, they will have no practical significance to the Service Provider and the Service Requester should not have an expectation of any impact upon their transaction.

- 7.3.12 For pathed non-threaded - validate values of quantity type with usage.

Interpretation:

A line item corresponding to an un-threaded nomination may be either a receipt location (where Service Requester wishes to receive gas onto their contract) or a delivery location (where the Service Requester seeks to remove or deliver gas off of their contract.) The quantity type indicator is used to inform the Service Provider that the Service Requester

wishes to keep the indicated receipt quantity; "R", or delivery quantity "D" "whole" with respect to in-kind retainage of gas for "fuel and unaccounted-for quantity(ies)" purposes. The quantity type indicator is a mandatory field in the Data Dictionary and is therefore mandatory for all nominations. A consistent and unambiguous implementation of the values to be present in the quantity type field for un-threaded nominations should be as follows:

Where the Service Requester seeks to receive gas onto its contract at a location, under an un-threaded nomination, the Service Requester would, in the un-threaded line item associated with the receipt location, employ the "R" value in the quantity type field.

Where the Service Requester seeks to deliver gas off of its contract at a location, under an un-threaded nomination, the Service Requester would, in the un-threaded line item associated with the delivery location, employ the "D" value in the quantity type field.

In either a threaded, pathed or non-pathed nomination, the Service Requester may place either the "R" or "D" value in the quantity type field for any particular line item (nomination) reflective of their business intentions.

An un-threaded nomination "line item" sent by a Service Requester which had a location identified as a receipt location with a conflicting quantity type (i.e., "D") (thus making the un-threaded nomination ambiguous) should generate an error response from the Service Provider. The appropriate error code for the above example, which would be sent for the line item containing the ambiguity, would be as follows:

ENMQR510 - Invalid Quantity Type Indicator.

An un-threaded nomination "line item" sent by a Service Requester which had a location identified as a delivery location with a conflicting quantity type (i.e., "R") (thus making the un-threaded nomination ambiguous) should generate an error response from the Service Provider. The appropriate error code for the above example, which would be sent for the line item containing the ambiguity, would be as follows:

ENMQR510 - Invalid Quantity Type Indicator.

7.3.13 For pathed non-threaded - validate where transaction type is used.

Interpretation:

The transaction type indicator is used to inform the Service Provider that the Service Requester wishes to have the indicated quantity; given the treatment associated with the code value sent in the transaction type field. As un-threaded nominations do not move gas from point to point but rather move gas from entity and/or contract to entity and/or contract, the transaction type(s) applicable to the un-threaded activity should be those unrelated to the movement of gas from point to point. In addition, as the transaction type field is a mandatory field in the Data Dictionary and is therefore mandatory for all nominations.

7.3.14 Please define each of the Bid Evaluation Methods that pipelines are required to accept.

Interpretation:

Standard 5.3.3. provides that there be three standard methods of determining best bid. They are Highest Rate, Net Revenue, and Present Value. the description of each of these methods is as follows:

Highest Rate

The term "rate" refers to the measure of dollars per unit.

Example 1: Assuming the releaser permitted lesser term bids, and requested the capacity go to the highest rate bid, then when evaluating a 91 day offer of release of 10,000 Dth per day of capacity upon which two bids are received as follows: one bid for \$0.12 per Dth/day for 91 days worth of capacity and a second of \$0.14 per Dth/day for 30 days of capacity, the second bidder would be awarded the capacity.

Example 2: Assuming the releaser permitted lesser term bids, and requested the capacity go to the highest rate bid, then when evaluating a 91 day release of 10,000 Dth per day of capacity upon which two bids are received as follows: one bid for \$.12 per Dth/day for thirty days worth of capacity and a second of \$2.128 per Dth/month for the full period, (2.128 divided by 30.4 days = \$0.07 per Dth/day), then the first bidder would be awarded the capacity (\$0.12 is a higher rate than \$0.07).

Net Revenue

The term "net revenue" refers to the measure of the sum of all payments to be made by the acquiring shipper.

Example 1: Assuming the releaser permitted lesser quantity bids, and requested the capacity go to the highest net revenue bid, then when evaluating a 91 day release of 10,000 Dth per day of capacity upon which two bids are received as follows: A bidder submits \$0.10 per Dth for all the capacity for the first 30 days of capacity, \$0.20 per Dth for all of the capacity for the second 31 days, and \$0.15 per Dth for all of the capacity for the last 30 days. The net revenue would be calculated as follows (Term x Quantity x Rate): (30 days x 10,000 Dth x \$0.10) + (31 days x 10,000 Dth x \$0.20) + (30 days x 10,000 Dth x \$0.15). (\$30,000 + \$62,000 + \$45,000 = \$137,000). Another bidder submits \$0.25 per Dth for 5,000 Dth/d for the first 30 days of capacity, \$0.40 per Dth for 5,000 Dth/d for the second 31 days, and \$0.305 per Dth for 5,000 Dth/d for the last 30 days. The net revenue would be calculated as follows (Term x Quantity x Rate): (30 days x 5,000 Dth x \$0.25) + (31 days x 5,000 Dth x \$0.40) + (30 days x 5,000 Dth x \$0.305). (\$37,500 + \$62,000 + \$45,750 = \$145,250) As \$145,250 is greater than \$137,000 the second bidder would take the award.

Example 2: Assuming the releaser permitted lesser quantity bids, and requested the capacity go to the highest net revenue bid, then when evaluating a 91 day release of 10,000 Dth per day of capacity upon which two bids are received as follows: A bidder submits \$0.10 per Dth for all the capacity for the first 30 days of capacity, \$0.20 per Dth for all of the capacity for the second 31 days, and \$0.15 per Dth for all of the capacity for the last 30 days. The net revenue would be calculated as follows (Term x Quantity x Rate): (30 days x 10,000 Dth x \$0.10) + (31 days x 10,000 Dth x \$0.20) + (30 days x 10,000 Dth x \$0.15). (\$30,000 + \$62,000 + \$45,000 = \$137,000). Another bidder submits \$0.15 per Dth for 5,000 Dth/d for the first 30 days of capacity, \$0.30 per Dth for 5,000 Dth/d for the second 31 days, and \$0.20 per Dth for 5,000 Dth/d for the last 30 days. The net revenue would be calculated

as follows (Term x Quantity x Rate): (30 days x 5,000 Dth x \$0.15) + (31 days x 5,000 Dth x \$0.30) + (30 days x 5,000 Dth x \$0.20). (\$22,500 + \$46,500 + \$30,000 = \$99,000) As \$137,000 is greater than \$99,000 the first bidder would take the award.

Similarly, the highest net revenue of all bidders calculated in this manner would be awarded the capacity when the net revenue per bid method is utilized to award capacity.

Present Value

The term "present value" refers to the measure of the sum of all payments to be made by the acquiring shipper, discounted to the present point in time, based on an accepted discount percentage rate.

Two formulas are relevant, the first being for a stream of uniform payments and the second for a stream of non-uniform payments.

The formula for the first is as follows:

$$\text{Present Value} = ((1 - (1+i)^{-n}) / i) \times R \times Q$$

[note: "-n" is an exponent]

Where: i = the interest rate per day to be used in discounting

n = the number of days

Q = the Quantity (e.g. number of Dth)

R = the dollar Rate per unit of capacity (e.g. \$/Dth)

Assumptions for an application of the above formula are i = 10% per annum (.0274% per day), n = 91 days, Q = 10,000 Dth per day and R = \$0.12 per Dth. The "present value" would be:

$$((1 - (1 + .000274)^{-91}) / .000274) \times \$0.12 \times 10,000 = \$106,665$$

Note: "-91" is an exponent

Note: Conventions used - Rounding to 6 decimal places for the interest rate, daily compounding, 365 days per year, and end result rounded to whole dollars.

The formula for the second is as follows:

$$\text{Present Value} = R \times Q / ((1 + i)^n)$$

[Note: "n" is an exponent]

Where: i = the interest rate per day to be used in discounting

n = the number of days

Q = the Quantity (e.g. number of Dth)

R = the dollar Rate per unit of capacity (e.g. \$/Dth)

Assumptions for an application of the above formula are i = 10% per annum, n = 91, Q = 10,000 and R = \$0.12 for the first 30 days, \$0.10 for the second 31 days and \$0.08 for the last 30 days.

Note: "-30", "31" and "61" are exponents

$$\text{The first 30 days: } ((1 - (1 + .000274)^{-30}) / .000274) \times \$0.12 \times 10,000 = \$35,848$$

$$\text{The next 31 days: } ((1 - (1 + .000274)^{-31}) / .000274) \times \$0.10 \times 10,000 = \$29,873;$$

$$\text{divide by } (1 + .000274)^{30} \text{ to discount from day 30 to day 0} = \$29,628$$

The last 30 days: $((1 - (1 + .000274)^{-30}) / .000274) \times \$08 \times 10,000 = \$23,898$; divide by $(1 + .000274)^{61}$ to discount from day 61 to day 0 = \$23,509
Total Present Value: $\$35,848 + \$29,628 + \$23,509 = \$88,985$

The Interpretations Subcommittee recommends that a default discount rate be identified and that it be the rate used for refunds as specified by 18 CFR Section 154.501(d) be used when there is no specified discount rate in the tariff of the Capacity Release Service Provider.

7.3.15 Clarify the timeline for capacity release posting and award - there are 3 known proposed implementations

Interpretation:

With regard to the short-term release open season, Standard 5.3.2 states

"For short term-release (less than 5 months):

- *Offers should be tendered by 1:00 p.m. on the day before nominations for short-term releases (less than 5 months);*
- *open season ends no later than 2:00 p.m. on the day before nominations are due..."*

The short term release must be posted no later than 1:00 P.M. the day before nominations are due. This does not mean that an Offer may only be posted the day before nominations are due. There is no maximum number of days, in advance of nominations being due, by which an Offer must be posted. At a minimum, an Offer must be posted prior to 1:00 P.M. The Offer of release may be posted for a greater period of time. If an Offer is posted after 1:00 P.M. on a day, it must remain available for bid until no earlier than 2:00 P.M. the next day. In this way all bidders may review the Offer postings between a known hour and know that all of the biddable Offers are available. On what ever day an Offer is posted, the open season must encompass at least the next occurrence of the hour between 1:00 P.M. and 2:00 P.M. central clock time. Thus, the intent of standard 5.3.2 is as follows:

- a) The time that bidding on a particular Offer of release ends is 2 PM on a business day;
- b) the latest date that bidding on a particular Offer of release can end is the business day before timely nominations would be due for flow on the first date that a release starts;
- c) the minimum open season on a short term Offer of release (open season being the time duration between bidding starting and bidding ending) is one hour;
- d) the minimum open season on a long term Offer of release (open season being the time duration between bidding starting and bidding ending) is three business days and one hour;
- e) there is no maximum bidding period other than the bidding on a particular Offer of release can start no earlier than the time a particular Offer of release is received and posted by the capacity release service provider;
- f) the latest time that bidding on a short term Offer of release can start is 1:00 PM on the business day before timely nominations would be due for flow on the first date that a release starts; and,
- g) the latest time that bidding on a long term Offer of release can start is 1:00 PM on the third business day before timely nominations would be due for flow on the first date that a release starts (the fourth business day prior to award - i.e., the 10:00 A.M. provision of the contract number by TSP to Service Requester).

7.3.16 Which location code should be sent in a request to confirm and confirmation response?
Sender's Code or Recipient's Code?

Interpretation:

As between the interconnected parties, and in the absence of agreement to the contrary:

- (1) Standard 1.1.8 states that a common code should be used. The common code is the data reference number (DRN) in the Petroleum Information database. There is one DRN for every location nominatable on the facilities of a service provider. An Interconnect is two points. One, the point used by the contractually delivering party (operator or TSP) and the other one, the point used by the contractually receiving party (operator or TSP).
- (2) Standard 1.3.20 states 'The receiver of a nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of sender to send.'
- (3) Standard 1.4.3 - the dataset itself has the following definition of the data element 'Location*': 'The location where the quantity will be scheduled by the transportation service provider.' As to which Transportation Service Provider's (TSP) code is within the field 'Location' that is within the 1.4.3 dataset, the contractual flow indicator indicates (as of the January 9, 1997 vote of the EC) as follows: "Indicates the logical direction of flow at a point from the confirmation request originator's perspective". In order that the remainder of the document sent from the Confirmation Requester be interpreted unambiguously, the contents of the Location code data element in both the Request to Confirm and Confirmation Response document should be the Location code of the party sending the Request to Confirm.

7.3.17 From whose perspective should elements be populated on the Nomination - Confirmation Response dataset?

Interpretation:

Confirming parties which process the request to confirm with a confirmation response should populate the following fields (when applicable) with the same information (the contents of these fields in the Confirmation Response should be of the same value) as that provided in the same fields in the Request to Confirm:

Contractual Flow Indicator,
Upstream Identifier Code,
Upstream Contract Identifier,
Downstream Identifier Code,
Downstream Contract Identifier, and
Service Requester Contract.

The effect of this is to require that this information would always be populated from the perspective of the party creating the Request to Confirm. The party creating the Confirmation Response could, pursuant to the standards, provide a reduction reason code where a reduction is necessary. This means that the receiver of the confirmation

response would receive information as to the transaction from their perspective. This would hold true even where the sender of the confirmation response were to send an unsolicited confirmation response.

- 7.3.18 If interconnecting operators agree that one party will always create the request and the other the response, what happens when the responding party needs to request a cut?

Interpretation:

Standard 1.3.20 states 'The receiver of a nomination initiates the confirmation process. The party that would receive a Request For Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send.'

Failure of the parties to agree on such a convention would not deprive either party of the opportunity to effect a change as that party, having received a nomination (see Standard 1.3.27) could initiate the confirmation process (send a request to confirm) and the receiving party would have the obligation to respond with a confirmation response. This is the intent of Standard 1.3.21 which states 'The sending party should adhere to nomination, confirmation, and scheduling deadlines.'

- 7.3.19 Does this standard mean that a new scheduled quantity will be sent at the end of every gas day? Will the information contained in "End of Gas Day Scheduled Quantity" include only those transactions scheduled the previous day including intra-day nominations and scheduling changes regardless of when they were nominated and confirmed? Will an "End of Gas Day Scheduled Quantity" be sent when the only change is the date?

Interpretation:

GISB Standard No. 1.3.3 states that "In addition to making scheduled quantities information available by 4:30 p.m., at the end of each day transportation service providers should also make available to shippers information containing scheduled quantities, including scheduled intraday nominations and any other scheduling changes".

This means that a new scheduled quantity document would be made available at the end of each gas day, and would contain all of the transactions scheduled for the just completed gas day. The information concerning the prior (i.e., just completed) gas day would be made available to the service requesters regardless of when the nomination or activity giving rise to the scheduled quantity was initially submitted to or processed by the transportation service provider.

- 7.3.20 A - Do these standards taken together mean that all allocated quantities and imbalance statements will at least provide daily quantity detail, even when the quantities are estimates?
B - Do these standards taken together mean that all allocated quantities and imbalance statements will also provide monthly quantity detail even if the quantities are estimates?

Interpretation:

Standard 2.3.27 states: "Allocated quantities and imbalances should be expressed in the same units as the nominated quantities". Standard 2.3.15 states: "There are two types of

allocations: daily and monthly". Standard 2.3.24 states "Delivery point allocations should be provided at the lowest level of detail provided by nominations". And in relevant part, standard 1.3.14 states: "The standard quantity for nominations, confirmations and scheduling is Dekatherms per gas day in the United States...."

That standard 2.3.15 refers to both daily and monthly allocations does not mean that transportation service providers must perform both daily and monthly allocations, but rather that there are both daily and monthly types of allocations. In essence this means that any given allocation is either daily or monthly. Just as there are three model types for transportation, but a transportation service provider may choose to support just one, so too are there two types (models) of allocations: daily and monthly and a transportation service provider may also choose to support just one. This means that it is possible to have an allocated quantity and an imbalance statement that does not provide daily quantity detail.

7.3.21 Is the definition of previously released indicator clear?

Interpretation:

This means that the Offer is comprised of capacity made up in whole or in part of capacity which was acquired by the releasing shipper on a non-permanent basis. A releasing shipper which acquires capacity through a permanent release is not considered to have acquired that capacity via a non-permanent release; and, any offers of that capacity (acquired via permanent release) by that shipper would not be considered a release to which the subject indicator would be applicable. This indicator does not communicate to parties employing the Capacity Release Offer dataset that this capacity may have been released by this releasing shipper before this time, but rather it is intended to communicate that the releasing shipper acquired the now offered capacity via a previous non-permanent release.

7.3.22 In the "Request for Confirmation" document, should the sender indicate the quantity that a shipper requested, or should the quantity indicate only the positive or negative change requested?

Interpretation:

For nominating and confirming purposes, the way to express quantities is as a zero or positive quantity. This applies to the request to confirm document and also to the confirmation response document.

It is difficult to understand what the expected business result would be as to the confirmed quantity the confirmation requester would receive in the confirmation response if a 'change only' quantity were to be sent and responded to. It would be ambiguous and misleading to receive back a confirmation for -20 units, rather than the 80 units that is going to flow. The reverse is also true. By operation of standard 1.3.22, where a service requester 'changed' its nomination from 100 units to 120 units, requesting a confirmation of 20, (the change) would result in the confirming party's overwriting of the original 100 units with a requested confirmation of 20 units. Changes should mean the resulting total quantity per gas day for the nominated period and not the numeric value of the change from a previously scheduled quantity. Furthermore, application of a change only or

negative quantity to the portion of standard 1.3.22, relating to the 'lesser of' rule, is difficult at best if the confirmed quantity is the numeric value of the 'change'.

- 7.3.23 It should be clarified that the "Nomination Quick Response" document due at noon as required by GISB standard 1.3.2 is used to validate the nomination request in implementing the X.12 nomination related data sets and is not required for the other forms of electronic delivery of Faxes and EBB on-line systems.

Interpretation:

As the references to datasets within the nominations process timelines portion of the GISB standards (specifically Standard 1.3.2) are references to the datasets in the 1.4.x series and not to non-standard formats (as would be the case with non-standard delivery mechanisms such as deliveries via faxes or deliveries via EBBs), it is not intended that the 'quick response' (a standard response to a standard request) be required as a response to a non-standard request.

In relevant portion, GISB Standard 1.3.2 references a 'quick response by noon'. This reference to the 'quick response' is specifically to the GISB EDI X12 Nomination Quick Response document. The Nomination Quick Response is a defined document within the 1.4.x portion of the nomination related standards and is used to validate the nomination (or provide relevant and applicable errors and warnings) in implementing the nomination process via the EDI X12 data sets (the GISB Standards contained in the 1.4.x series and the associated implementation guides).

- 7.3.24 Does the language of Standard 2.3.14, 2.3.26, 3.3.15 and 4.3.4 mean that contractual audit rights are excluded from the six-month time limitation and that no statement adjustments can be made after the six-month period? In addition, is GISB recommending that audit rights be excluded from contracts or otherwise limited in contracts to a six-month period?

Interpretation:

Audit rights, to the extent they exist in a contract are contractual rights within the meaning of Standards 2.3.14, 2.3.26, 3.3.15, and 4.3.4. Further, the GISB standards make no finding or recommendation with respect to the advisability of including or excluding audit rights, specifying audit timing or specifying the timing of subsequent audit corrections in a contract.

- 7.3.25 From what date does the six-month period limitation on prior period adjustments begin? Is it from the date of adoption of GISB Standards? or is it with the Transportation invoice which is issued during the sixth month prior to adoption of the GISB Standards? Can a pipeline which became GISB compliant on April 1, 1997, include in its September 1997 transportation invoice a prior period adjustment for May 1996 production?

Interpretation:

GISB Standard 3.3.16 refers to the prior period adjustments being reported by production date. Prior to the date of adoption of the GISB Standards by the subject party(ies), whatever convention they followed previously would be and would continue to be in effect for the

invoices related to production and transportation related transactions occurring up through the day prior to adoption of the GISB Standards.

For example, a Transportation Service Provider adopting the GISB Standards effective April 1, 1997, a March 31st, 1997 (or earlier) transaction would not be governed by the GISB Standards 3.3.15 or 3.3.16; and a transaction occurring on or after April 1, 1997 would be governed by the GISB standards. Thus, a September 1997 invoice could have prior period adjustments for any production month (pursuant to the previously effective convention for those transactions occurring prior to or on March 31, 1997). Likewise, the latest date (six months from the initial transportation invoice) that an April, 1997 production month (invoiced in May, 1997) would be subject to a prior period adjustment, (consistent with the relevant standards and interpretation 7.3.24) would be the last business day of November, 1997.

With respect to the three month rebuttal period, this rebuttal period attaches to the reporting of the prior period adjustment. A rebuttal period is the time during which the rebuttal should be submitted, and unless submitted within this period, (consistent with the relevant standards and interpretation 7.3.24), the prior period adjustment would be deemed accepted. The rebuttal period does not itself extend the reporting period of the prior period adjustment, it may however extend the ultimate resolution. For example, if a prior period adjustment for May 1997 production was posted in October 1997, the three month rebuttal period (the period during which the rebuttal should be submitted and after which (consistent with the relevant standards and interpretation 7.3.24), the prior period adjustment would be deemed accepted) would end on the last business day of January, 1998. For example, if a prior period adjustment for May 1997 production month was posted in November 1997, its rebuttal period (again the period during which the rebuttal should be submitted and after which (consistent with the relevant standards and interpretation 7.3.24), the prior period adjustment would be deemed accepted) would extend through the last business day of February, 1998.

With respect to the prior period adjustment time frame, the purpose for choosing the last business day of the sixth month following the initial transportation invoice is to account for differences in the actual date that an invoice may be rendered, and making it clear that the timing of holidays, weekends, and delays to invoices in one or another month would not engender disputes as to whether the six month period was a period of exact days, (182 or 183 depending on the year) or the coincidence of a weekend with the expiration of a particular date, or the tardiness of the sixth-month's invoice relative to the original invoice, etc.

Likewise, with respect to the rebuttal period time frame, the purpose for choosing the last business day of the third month following the submittal of the prior period adjustment is to account for differences in the actual date that a prior period adjustment may be submitted, and making it clear that the timing of holidays, weekends, and delays to prior period adjustments (contained in invoices) in one or another month would not engender disputes as to whether the three month period was a period of exact days, (90, 91 or 92 days depending on the initial month) or the coincidence of a weekend with the expiration of a particular date.

7.3.26 How is the Ending Date/Time relevant in the nomination - confirmation process?

Interpretation:

With respect to the value contained in an Ending Date/Time field of 1) a Request for Confirmation document sent by a Confirmation Requester to a Confirming Party; 2) a Confirmation Response document sent to a Confirmation Requester by a Confirming Party in response to a Request for Confirmation document; or, 3) an unsolicited Confirmation Response sent by one of the Confirming Parties to another, the receiver of such a document should interpret such Ending Date/Time in the following manner:

With respect to the Ending Date/Time in a Request for Confirmation, Confirmation Response or unsolicited Confirmation Response document, the absence of a requested or confirmed quantity (as applicable) for a date range beyond the date range received in a document does not imply a requested or confirmed quantity of zero for the future period.

7.3.27 Can a transportation service provider (TSP1) require that a service requester provide to that TSP1 a DRN belonging to a different TSP (TSP2) in a nomination to TSP1? In other words, in a nomination from a shipper to TSP1, can TSP1 require that shipper to provide DRNs for locations that belong to TSP2?

With respect to nominations by a Service Requester to a Transportation Service Provider (TSP1) which nominations reflect a transaction with respect to a receipt and/or delivery location(s) which location(s) are interconnections with other TSPs (i.e., a TSP2 and/or a TSP3 respectively), can TSP1 require that a Service Requester provide to that TSP1 a DRN associated with a different TSP (i.e., TSP2's DRN at the receipt location interconnect and/or TSP3's DRN at the delivery location interconnect, respectively) in a nomination to TSP1? In other words, in a nomination from a shipper to TSP1, can TSP1 require that shipper to provide DRNs for the interconnect location(s) that are associated with TSP2's and/or TSP3's side of the interconnect?

Interpretation:

A Transportation Service Provider (TSP1) can not require that a Service Requester provide to that TSP1 a DRN belonging to a different Transportation Service Provider (TSP2) in a nomination for service with respect to receipts and/or deliveries on the system operated by TSP1. Nominations to TSP1 should involve TSP1's locations and thus DRNs associated with that TSP1 (as recorded in the PI Database and made available to the industry as the standard source for DRNs). There should be no case where a nomination to or from an interconnect with another Transportation Service Provider (TSP - i.e., TSP2 and/or TSP3) is rejected because that nomination did not contain a DRN for a TSP other than the TSP to whom the request for service(s) was directed.

With respect to the location Common Code assignment process, it is each TSP, who sends the nominatable points on their system or nominatable under their contracts (i.e., their proprietary points) into PI for a DRN to be assigned. This response specifically does not address the issue of what DRN should be employed in those cases where TSP1's service

requesters contracts' with TSP1 obtain rights at locations on the system of another TSP (TSP2).

- 7.3.28 How does the PDA Quick Response distinguish specific errors when PDAs have been submitted for multiple locations?

Interpretation:

Both the PDA dataset (GISB Standard 2.4.1, Version 1.3) and the PDA Quick Response dataset (GISB Standard 2.4.2, version 1.3) contain the data element PDA Submitter's Tracking ID (mandatory in the PDA and conditional in the PDA Quick Response). The purpose of this data element in the PDA process is to provide a means of identifying each particular location within the PDA document with a PDA submitter's tracking identifier. A PDA submitter should supply the identifier in order that the PDA receiver may respond in the PDA Quick Response document with errors or warnings (if needed) and when doing so, identify the particular location at which the error or warning condition existed.

- 7.3.29 Do GISB Standards 1.2.1, 1.3.5, 1.3.7, and 1.3.27 mean that a pipeline can require a service requester to place into one GISB standard EDI document (ST to SE loop) (GISB Standard 1.4.1 Implementation Guide version 1.0, 1.1 and/or 1.2) nominations with only the identical beginning and ending dates and impose a practice where if the shipper does not provide their nominations in this fashion, reject such nominations?

Interpretation:

The listed standards do not require that nomination line items transmitted within a single EDI document have identical beginning and ending dates. The listed standards should not be interpreted as permitting a practice where the Transportation Service Provider would reject nominations solely on the basis of their not having identical beginning and ending dates, (i.e. subject to possible balancing requirements with respect to the nomination instructions).

- 7.3.30 Can a pipeline require that a shipper using GISB standard EDI nominations datasets (GISB standard 1.4.1) submit transactions other than the changed (i.e., re-nominate non-changed individual nominations) nomination(s)?

Interpretation:

A Transportation Service Provider (without regard to which nomination Model Type is employed) can not require that a shipper using GISB standard EDI nominations datasets (GISB standard 1.4.1) submit transactions other than the changed (i.e., re-nominate non-changed individual nominations) nomination(s).

- 7.3.31 Can a pipeline require a shipper to submit more than one line item in a GISB standard EDI nomination document (GISB Standard 1.4.1)?

Interpretation:

A pipeline can not require a shipper to submit more than one line item in a GISB standard EDI document when the single line item conveys a complete instruction that can stand

alone. There are situations among the model types where multiple line items may be required to be in place before an instruction is complete.

For instance, for balancing requirements, a business practice might require that a line item nomination, for a non-pathed model, that reduces the receipt quantity should be accompanied by one or more line items, for the same model, that reduce the corresponding delivery quantity, to bring the contract into balance. In another scenario, a service requester may want to change the scheduling priority for a single line item. This change of priority would not require any other line items to be submitted in order for the instruction to be complete.

- 7.3.32 When a service requester is seeking to submit a changed GISB standard EDI nomination, can a pipeline employing the non-pathed or pathed non-threaded models require that a shipper submit transactions other than the changed nomination (i.e., re-nominate non-changed individual nominations)?

Interpretation:

A Transportation Service Provider (without regard to which nomination Model Type is employed) can not require that a shipper using GISB standard EDI nominations datasets (GISB Standard 1.4.1) submit transactions other than the changed (i.e., re-nominate non-changed individual nominations) nomination(s).

- 7.3.33 Is the Ending Date/Time relevant in the Nominations - Scheduled Quantities?

Interpretation:

With respect to the value contained in an Ending Date/Time field of a Scheduled Quantities document sent to a service requester following a service requester's submission of a nomination, the following applies:

With respect to the Ending Date/Time in a Scheduled Quantities document, the absence of a scheduled quantity for a date range within the nominated date range but beyond that specified in the Scheduled Quantities document does not imply a scheduled quantity of zero for the future nominated period. Rather, service requester's should await the future arrival of a Scheduled Quantity document containing scheduled quantities information pertaining to the future nominated period for a determination of the status of any quantities related to any such future nominated period.

- 7.3.34 How is the party being paid identified on the Payment Remittance?

The Payment Remittance data set does not appear to have a data element to identify the party being paid. (There are three data elements to communicate the sender of the payment -- Billable Party, Remitting Party, Service Requester.) How is the party being paid identified? Possible interpretations or clarifications, if known: It may be necessary to add Service Provider to the data set to identify the party being paid.

Interpretation:

GISB Standard 3.4.2 added the data element "payee" to the payment remittance document as a mandatory data element. This data element indicates the identity of the party being paid.

- 7.3.35 According to Standard 4.3.6, notices are now supposed to be posted on the Transportation Service Providers' (TSP) Web pages. Does this mean that a TSP is not required to provide any alternative form of communication for notices such as telephone or fax, particularly for those notices issued outside of business hours and on weekends?

According to GISB Standard 4.3.6, notices (critical notices, operation notices, system wide notices, etc.) are supposed to be posted on the Transportation Service Providers' (TSP) Web pages. Does this mean that a TSP is not required to provide any alternative form of communication for these specified notices?

Interpretation:

GISB Standard 4.3.6 does not specify any alternative means of notification aside from the Web page nor does it specify that the only means of notification is by means of the Web page. Alternative means of notification for particular information may be required by regulation, tariff or other GISB standards. For example notices pertaining to system wide events of both a critical and non-critical nature (GISB Standard 5.3.18) are implemented via both downloads (GISB Standard 5.4.16) and the Web pages (GISB Standard 4.3.6).

- 7.3.36 Is the 855 Nomination Quick Response always due at noon even when the 850 nomination request is received earlier than 11:45 am by the transportation service provider or is it always due 15 minutes later no matter when the 850 nomination request is received? In other words, If a timely nomination is sent in at 9:30 am and received by the TSP by 9:45 am, will the 855 quick response still be sent back at noon or does it need to be sent back earlier by 10:00 am (15 minutes later)?

It needs to be clarified that the party sending back the 855 Nomination Quick Response document as required under GISB standard 1.3.2 need not wait until noon to send it, but instead should send it back within 15 minutes of receipt of the 850 nomination transaction no matter when it is received consistent with GISB standards 4.3.2 and 4.3.3 and 4.3.9. The Quick Response due at noon is only applicable in the case of the nomination being received at 11:45 am. This allows a party to send in a nomination early and still have time to make corrections if errors are discovered after receiving the 855 Quick Response.

Interpretation:

GISB Standard 1.3.37 sets forth the process and timing whereby Nominations documents are responded to with Quick Response documents. This standard clarifies the expected response time frame for those Service Requesters submitting Nominations documents both associated with a nominations deadline and at other times not associated with a nominations deadline.

- 7.3.37 Is this GISB standard of 14.73 Dry consistent with Texas law, for use by Texas intrastate pipelines which are not under FERC jurisdiction?

Interpretation:

GISB standards relate to the transportation and sale of natural gas. As such it is the GISB standard that the quantities of all such transactions be conducted and coordinated on a uniform energy basis; which basis is in Dth per gas day. GISB takes no position as to the basis upon which these transactions be reported to government or other bodies or persons, nor does GISB state that transactions may not take place between parties on a volumetric basis. The standards do require however that when parties are coordinating the conduct of their business with others (Point Operators, interconnected Transportation Service Providers and other parties who perform confirmation activities with respect to the transportation of natural gas), that the quantities for these activities be communicated in Dth.

- 7.3.38 A releasing shipper can opt to have bids sent in as either Absolute Dollars and Cents or as a Percentage of Maximum Tariff Rate. In the case that a shipper chooses to accept bids in either format, and the transportation service provider elects to support this practice by calculating the best bid regardless of how received, does this meet the applicable standard?

Interpretation:

Yes, it is not only within the standard, it can be considered as exceeding the standard. GISB Standard 5.3.26 states: Releasing shipper has choice to specify dollars and cents or percents of maximum tariff rate in the denomination of bids and all transportation service providers should support this. Once the choice is made by the releasing shipper, the bids should comport with the choice.

Under this standard, and in the example, the Transportation Service Provider (TSP) has clearly provided a choice. It has not *required* that the releasing shipper accept both. Nor has it required that the releasing shipper accept bids formatted according to only one of the two choices. Rather, the TSP has exceeded the standard by allowing releasing shippers to choose an 'either' option. In addition, under the cited standard, the TSP is not required to accept bids in 'both' formats but rather in 'either' format; thus, the requirement (cited in the example) that bidders only submit one type of bid rate format per bid, is within the standard. In this instance, the election of the TSP to exceed the standard has not eliminated choices available under the standard, nor has it harmed those not availing themselves of the practice in question. It is not necessary to permit bidding shippers to make 'both' types of bids (absolute dollars and cents and percentage of maximum tariff rate) in one bid because exceeding one portion of a standard, as is the case here, where no disadvantage to others occurs, does not mean that other portions of a standard are required to be exceeded in order to achieve the intent of the standard. Finally, as the TSP is clearly supporting standard 5.3.4 by calculating the 'best bid' regardless of how submitted, there is no reason that this practice be considered as not meeting GISB Standards.

- 7.3.39 Clarify the intention of the "AE" Transaction Status Code in the Header Level of the Nomination Quick Response.

Nomination Quick Response Transaction Status Code in the Header Level has 3 codes. Two of the codes identify specifically whether or not the nomination has been accepted (AT) or rejected with detail (RD).

However, the status code of AE - Acknowledge with exception detail only, does not give the recipient a clear idea, if those line item nominations returned with warnings and/or errors were accepted or rejected.

Interpretation:

'AE' is a code value which may be sent in a Transaction Status Code field within a Quick Response. When sent, it is sent at the Header level which means that the code refers to the whole document sent by the party to which this Quick Response responds. Sending the 'AE' code means that some of the line items in the document being responded to were accepted, and those line items which were accepted were accepted either with or without warnings. The 'AE' code can also mean that some of the line items may have been rejected. A party receiving the Quick Response with an 'AE' code looks to the detail (i.e., the line item) level to determine which line items were accepted, which were accepted with a warning, and which were rejected (if any were rejected). The use of the 'AE' code value would have the same meaning in any quick response document where its use is appropriate.

As a general matter, where a line item carries a warning, it has nonetheless been accepted for processing purposes; and where a line item carries an error, it has been rejected, has not been accepted for processing, and should be corrected or otherwise adjusted and resubmitted in order to be processed.

7.3.40 Part 1: With respect to GISB Standard 1.3.22.i, GISB Standards Version 1.3, for start of day, should the "previously scheduled quantity" to be employed for the purpose of determining scheduled quantities pursuant to the 'lesser of rule' be the previous Start of Day scheduled quantity or the last previously scheduled intraday quantity?

Part 2: With respect to GISB Standard 1.3.22.ii, GISB Standards Version 1.3, for intraday processes, should the "previously scheduled quantity" to be employed for the purpose of determining scheduled quantities pursuant to the 'lesser of rule' be the previous Start of Day scheduled quantity or the last previously scheduled intraday quantity?

Interpretation:

Part 1: For the purpose of GISB Standard No. 1.3.22.i the reference to 'previously scheduled quantity' is intended to be the scheduled quantity previously scheduled for the prior gas day during that gas day's timely nomination period.

Part 2: GISB Standard 1.3.22.iii refers to the 'elapsed-prorated-scheduled quantity'. The 'elapsed-prorated-scheduled quantity' is that day's elapsed-prorated-scheduled quantity and therefore, within the intraday scheduling process cited in GISB Standard 1.3.22.ii, the reference to 'previously scheduled quantity' is intended to be to the scheduled quantity most recently previously scheduled for the subject day during the most recently concluded scheduling process for that day. Thus: a) for the Evening period, the 'previously scheduled

quantity' would be the scheduled quantity resulting from the Timely period's process for the subject gas day, b) for the Intraday 1 period, the 'previously scheduled quantity' would be the scheduled quantity resulting from the Evening period's process for the subject gas day, and c) for the Intraday 2 period, the 'previously scheduled quantity' would be the scheduled quantity resulting from the Intraday 1 period's process for the subject gas day. This is appropriate because, at all scheduling periods, all transaction information is exchanged among Confirming Parties with respect to their location(s), which means that the results of each scheduling period would pertain to all transactions and the reference to the most recent period would be a reference inclusive of all transactions regardless of whether there was a change initiated for any particular transaction during any particular period.

- 7.3.41 Current Standard No. 1.3.9 states in part, "Intraday nominations should include an effective date and time." Intraday Standard No. 1.3.43 states in part, "Where Transportation Service Providers support the processing of beginning effective time ... ". Are these two standards in conflict in so much as in 1.3.9 Beginning Time is sender's option, but 1.3.43 [GISB Standard No. 1.3.43, Version 1.3] says that the TSPs may or may not support Beginning Time? How can a data element be Sender's Option and Business Conditional at the same time?

Interpretation:

GISB Standard 1.4.1 (the nomination data dictionary), which implemented (among other things) GISB Standard 1.3.9 in versions 1.0, 1.1, and 1.2, provided a default value for Beginning Time in a nomination as a convenience to parties submitting nominations. The wording of GISB Standard 1.3.9 states in relevant part 'Intra-day nominations should include an effective date and time.' For the purpose of this clarification 'effective' refers to the Beginning Time for the subject nomination and the use of the word 'should' means a mandatory use of such Beginning Time. As GISB Standard 1.3.43 was adopted subsequent to GISB Standard 1.3.9 and established a Business Conditional usage for Beginning Time for the purpose of determining the appropriate processing interval, there is no conflict between these standards. GISB Standard 1.2.2 with respect to Business Conditional means that the receiver of the document determines whether the process or particular information is required to be sent by the sender, and, for the convenience of the sender, GISB Standard 1.2.2 states in relevant part 'Business Conditional elements which are not supported/required by the receiver will be acknowledged in the response document with a warning code indicating that the data elements was [sic] ignored by the receiver.' Thus, GISB Standard 1.3.9, which makes provision of Beginning Time in an intraday nomination mandatory (so that it may be used as the interconnected parties see fit in determining hourly flows [see GISB Standard 7.3.5]), is not changed by GISB Standard 1.3.43 but rather, the convenience feature of the earlier versions of the data dictionary are no longer applicable and have been adjusted as of GISB Standards Version 1.3 to reflect the Business Conditional formulation of the Beginning Time for the purpose of determining the processing interval during which the nomination would be processed. A nominating party which always sends a Beginning Time (consistent with the mandatory nature of Beginning Time in GISB Standard 1.3.9) in a nomination (including intraday nominations) will, when sending such to a Transportation Service Provider which employs such information to determine the processing cycle, receive the same business result as previously, and, when such information is provided to Transportation Service Provider which does not employ

such information to determine the processing cycle, the nominating party would receive a warning that such information was ignored for the purpose of determining the processing cycle, (as such Transportation Service Provider employs the receipt time of the transaction and the Beginning Date, to determine the appropriate processing cycle), but otherwise the nominating party would receive the same business result as previously. In either case, the other purpose of providing a Beginning Time in an intraday nomination pursuant to GISB Standard 1.3.9 (i.e., to provide useful information to the interconnected parties) remains unchanged by the added usefulness to some Transportation Service Providers of using Beginning Time to determine the appropriate processing cycle.

- 7.3.42 It would seem that the standards adopted in GISB Standards Version 1.3 concerning intraday nominations and scheduling (i.e., results of intraday nominations are reported by means of the scheduled quantities provided in each intraday period and the results of the timely nominations are reported by means of the scheduled quantities provided in the timely period) might change the purpose of GISB Standard 1.3.3? In light of this, has the purpose of GISB Standard 1.3.3 changed?

Interpretation:

Standard No. 1.3.3 states that *"In addition to making scheduled quantities information available by 4:30 P.M., at the end of each day transportation service providers should also make available to shippers information containing scheduled quantities, including scheduled intraday nominations and any other scheduling changes."* This means that specific information should be supplied at the end of each day (read: gas day). It should contain all scheduling activity both regular and intraday activity, initiated by the Service Requester and any other "scheduling changes" carried out by the Service Provider. This is in order to provide Service Requesters with a comprehensive transmittal of information concerning all scheduling activities at the end of each gas day.

With respect to the three month rebuttal period, this rebuttal period attaches to the reporting of the prior period adjustment. A rebuttal period is the time during which the rebuttal should be submitted, and unless submitted within this period, (consistent with the relevant standards and interpretation 7.3.24), the prior period adjustment would be deemed accepted. The rebuttal period does not itself extend the reporting period of the prior period adjustment, it may however extend the ultimate resolution. For example, if a prior period adjustment for May 1997 production was posted in October 1997, the three month rebuttal period (the period during which the rebuttal should be submitted and after which (consistent with the relevant standards and interpretation 7.3.24), the prior period adjustment would be deemed accepted) would end on the last business day of January, 1998. For example, if a prior period adjustment for May 1997 production month was posted in November 1997, its rebuttal period (again the period during which the rebuttal should be submitted and after which (consistent with the relevant standards and interpretation 7.3.24), the prior period adjustment would be deemed accepted) would extend through the last business day of February, 1998.

With respect to the prior period adjustment time frame, the purpose for choosing the last business day of the sixth month following the initial transportation invoice is to account for differences in the actual date that an invoice may be rendered, and making it clear that the timing of holidays, weekends, and delays to invoices in one or another month would not engender disputes as to whether the six month period was a period of exact days, (182 or 183 depending on the year) or the coincidence of a weekend with the expiration of a particular date, or the tardiness of the sixth-month's invoice relative to the original invoice, etc.

Likewise, with respect to the rebuttal period time frame, the purpose for choosing the last business day of the third month following the submittal of the prior period adjustment is to account for differences in the actual date that a prior period adjustment may be submitted, and making it clear that the timing of holidays, weekends, and delays to prior period adjustments (contained in invoices) in one or another month would not engender disputes as to whether the three month period was a period of exact days, (90, 91 or 92 days depending on the initial month) or the coincidence of a weekend with the expiration of a particular date.

- 7.3.43 When a Transportation Service Provider has posted a particular Offer, Bid, or Award (as identified by its “number”) and then any one or more of the values, contained within: a) the quantity(ies) data elements, b) rate data elements, c) any of the date/time elements (i.e., effective begin/end dates, award dates, bidding period dates, etc.), d) location data elements, or e) data elements containing codes for the parties to that Offer, Bid, or Award, is different in a subsequent posting of information on that Offer, Bid, or Award, shouldn't the value of the ANSI X12 Transaction Set Purpose Code data element be the code associated with “change” (Offer) or “re-submission” (Award)?

Interpretation:

It is misleading and unclear to communicate information that was previously posted, and has been subsequently revised and re-posted, with a code value that states that the information is “original”. Once a capacity release transaction has been posted, where there is a change to any value contained in particular offer, bid, or award, and the revised transaction has been posted, the value of the ANSI ASC X12 transaction set purpose code data element should denote that the data set contains a revision(s).

In the GISB Capacity Release Related Implementation Guides, the following values are available to populate the ANSI ASC X12 transaction set purpose code data element:

Data Set	Segment	ANSI ASC X12 Code Value	Description
Offer (5.4.1)	BQT	00	Original
Offer (5.4.1)	BQT	04	Change
Bid (5.4.2)	BQR	00	Original

Bid	(5.4.2)	BQR	04	Change
Award	(5.4.3)	BQR	06	Confirmation
Award	(5.4.3)	BQR	15	Re-submission

- 7.3.44 Request clarification related to the use of only central clock time values in the date/time data elements for all Capacity Release related datasets (e.g., Offers, Bids, Awards, Upload to Pipeline of Prearranged Deal, UPPD Validation, Bidder Confirmation, Final Disposition, Operational Available, Unsubscribed FT, and Critical Notices). Should all time values be provided as central clock time?

Interpretation:

Yes, all values contained within date/time data elements should be central clock time values. GISB Standards version 1.2 et. seq. removed the time zone qualifier for all date/time data elements. GISB Standard No. 5.3.2 expresses that the time deadlines in Capacity Release data sets should be in central clock time. GISB business standards universally express that central clock time should be used. There are no longer any time zone qualifiers within the datasets and therefore only time values which are central clock time should be present. In addition, GISB Standard No. 1.3.1 expresses that the standard time for gas day should be expressed in central clock time (i.e., 9 a.m. – 9 a.m. Central Clock Time).

- 7.3.45 Clarify the meaning of the recall/reput option of “Recallable, Not Reputable.”

Interpretation:

For the Recall/Reput Indicator data element, the code value “Capacity recallable but not reputable” means that if released capacity is recalled, it cannot be reput to the acquiring shipper from whom it was recalled. GISB has not addressed the re-release of recalled capacity.