

26.1 Processing Requests

To initiate or amend service under Rate Schedules TF, TFX, GS-T, TI, FDD, PDD, IDD, ILD, SMS and MPS, a valid request must be submitted to Northern. The information required for a request is described in Section 27, "Information Required for a Request for Service," of the GENERAL TERMS AND CONDITIONS of this Tariff. Requests to extend a Service Agreement pursuant to the terms of the agreement do not require a valid request under this Section (e.g., grandfathered rollovers, extension rights or Right of First Refusal).

All requests must be: (1) electronically submitted via Northern's Internet website; (2) faxed to the fax number posted on the website; (3) emailed to the email address posted on the website; or (4) submitted in accordance with an open season. All requests will be deemed received only when the information is provided by one of the methods above. Requests for service will be processed in the order they are received and in accordance with the Posting and Awarding of Capacity Subsection below. Requests submitted in an open season shall be deemed received at the same time.

For firm services, a request must include the following information for Northern to determine if capacity is available:

- (1) the firm contract quantity;
- (2) the Point(s) of Delivery (if the Point of Delivery is an Operational Zone, Shipper must additionally specify the firm quantity attributable to each Town Border Station (TBS) included in the Operational Zone);
- (3) the Point(s) of Receipt;
- (4) the firm quantities applicable to the respective Point(s) of Receipt and Point(s) of Delivery; and
- (5) the term of service.

As soon as all of the information required to process a request for firm service has been obtained, Northern shall have seven (7) Workdays to determine if capacity is available and whether the capacity will be awarded as determined in accordance with the Posting and Awarding of Capacity Subsection below. Except as provided below, a request for firm service, or a portion thereof, will be rejected if firm capacity to render the service is not available, and Northern shall so notify the Shipper within the seven (7) Workdays provided above.

Requests received pursuant to an open season and requests that require construction of facilities will be processed in accordance with any open season notice and/or facilities agreement (including precedent agreement) entered into by the parties.

If Shipper submits a request by the fifth (5th) day of a month to amend a primary receipt or delivery point, to the extent that capacity is available, Northern will submit an amendment to Shipper such that Shipper may return the executed amendment five (5) days prior to the end of the month and then may nominate receipts from the amended point for delivery by the first of the following month. Further, in a force majeure situation, Shipper may request a change in primary receipt or delivery points pursuant to this Section.

Once Northern has obtained all information required for a valid request, determined that service requested is available to Shipper, and for firm service, determined that capacity is available and that Shipper has been awarded capacity, Northern shall send, for execution, to Shipper a Service Agreement or amendment. If, prior to Northern receiving all of the information required, a subsequent request for firm service is received for the same capacity, Northern will so notify the first requestor and shall provide a reasonable time limit, not to exceed five (5) Business Days, for the information to be provided or the request will be null and void. For agreements that impact capacity, Shipper shall have thirty (30) days from the date of tender in which to execute the Service Agreement or amendment and return it to Northern, or Shipper's request shall be deemed null and void. Northern is not required to tender a Service Agreement for service at a rate less than maximum rate.

The effective date of any Service Agreement shall be that agreed to by Northern and the Shipper and shall be set forth in the Service Agreement. The effective date of any Service Agreement may be contingent upon the receipt and acceptance of any necessary regulatory approvals and the completion of the construction of any facilities needed to provide such service.

If Northern determines that incomplete or inaccurate information has been submitted to effectuate the throughput service which causes such service to not comply with the Commission's regulations then Northern shall notify Shipper of such discrepancy within 45 days of the effective date of the Service Agreement. Shipper must respond to Northern within 5 Business Days; otherwise, such Service Agreement will terminate.