



Carolina Gas Transmission, LLC
10700 Energy Way
Glen Allen, VA 23060

Tariff Update as of April 1, 2024

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¹ Highlighted items indicate revised and/or new records that are contained in this update.

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17. CAPACITY RELEASE

This Section 17 sets forth a firm capacity release mechanism subject to Subpart A of Part 284 of the Commission's regulations by which firm Shippers voluntarily can release all or part of their capacity to Replacement Shippers.

17.1 Eligible Capacity Release Transactions.

- (a) A Shipper under any firm Service Agreement is permitted to release its firm capacity, except as specifically restricted by the applicable Service Agreement.
- (b) Replacement Shipper subsequently may release its acquired capacity as a secondary release, thereby also becoming a Releasing Shipper.
- (c) Subject to GT&Cs Section 18, a release of capacity can be for all or any portion of the Releasing Shipper's Primary Path capacity, including any portion or segment of the Releasing Shipper's Primary Path, and any Receipt or Delivery Point(s) within the Primary Path, subject to the priority of firm Shippers using such points as primary points. Shippers shall not release capacity on any segment in excess of its Line Path Quantity.

17.2 Terms Applicable to All Releases. All capacity release transactions are subject to the following terms.

- (a) The Replacement Shipper acquiring released capacity may use Secondary Receipt Points and Secondary Delivery Points only as allowed under the applicable Service Agreement. Unless the release is permanent, Pipeline and Replacement Shipper may not agree to change Primary Receipt Points or Primary Delivery Points without the written consent of Releasing Shipper.
- (b) For releases of transportation capacity, for a period of greater than one year, the rate charged the Replacement Shipper shall not exceed the applicable maximum rate. For releases of transportation capacity for a period of greater than one year which provide for a rate between the applicable minimum and maximum rates, refunds will be allocated first to the Replacement Shipper, to the extent required. To the extent that Pipeline owes refund amounts attributable to the release transaction in excess of the amounts refunded to Replacement Shipper, then Pipeline will make such refunds to the Releasing Shipper.

No rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which the Pipeline is notified of the release, and the rate paid by the Replacement Shipper will be deemed a final rate and will not be subject to refund.

- (c) The following releases need not comply with the bidding requirements of Section 284.8, paragraphs (c) through (e) of the Commission's Regulations:
 - (1) A release of capacity to an asset manager as defined in paragraph 284.8 (h)(3) of the Commission's regulations;
 - (2) A release of capacity to a marketer participating in a state-regulated retail access program as defined in paragraph 284.8 (h)(4) of the Commission's regulations;
 - (3) A release of capacity for more than one year at the maximum tariff rate; and

- (4) A release for any period of 31 days or less.
- (d) When a release of capacity is exempt from bidding under paragraph 284.8(h)(1)(iv) of the Commission's regulations, a firm shipper may not roll over, extend, or in any way continue the release to the same Replacement Shipper using the 31 days or less bidding exemption until twenty-eight (28) days after the first release period has ended. The 28-day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in paragraph 284.8(h) (1) of the Commission's regulations.

17.3 Offer of Capacity Release.

- (a) A Releasing Shipper that desires to release all or part of its capacity shall post the release on the Internet Website by the posting deadline as determined under Section 17.4. Such posting shall include terms and conditions of the proposed release as follows:
 - (1) the releasing agreement;
 - (2) whether on a permanent or temporary basis;
 - (3) specifics of any recall or reput rights;
 - (4) the quantities to be released at specific locations or segments;
 - (5) the period of the release;
 - (6) any Prearranged Replacement Shipper proposed to obtain released capacity, including if the release is to an asset manager or marketer participating in a state-regulated retail access program and, if applicable, the proposed rate for such release; and
 - (7) additional terms and conditions that are objective and non-discriminatory.
 - (i) Posting of any capacity release meant to implement an asset management agreement must specify the volumetric level of the Replacement Shipper's delivery or purchase obligation and the time periods during which that obligation is in effect.
- (b) Releases subject to bid also shall include the following:
 - (1) the expiration of the bid period, subject to the applicable timeline in this Section 17;
 - (2) the minimum Reservation Rate;
 - (3) whether bids should be submitted in dollars and cents or as a percentage of the Recourse Rate;
 - (4) the bid evaluation method; including the tie-break method the Pipeline will apply to award capacity among multiple bids that yield the same value. If other than a first come, first serve method is desired, the alternative bid evaluation method must be set forth with sufficient specificity that the Pipeline's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not

require any discretionary exercise of judgment by the Pipeline.

- (5) whether contingent bids will be accepted and, if so, the extent of the time period each contingent Bidder will be allowed to eliminate the contingency; provided that the time for eliminating a contingency shall not extend beyond the time deadline for posting the award;
 - (6) expiration of the matching period, subject to the applicable timeline in this Section 17; and
 - (7) for a permanent release, whether Releasing Shipper is willing to pay the Replacement Shipper consideration for the release, and, if so, the form of, and any limits on, the amount of acceptable consideration.
- (c) Releasing Shipper's bid evaluation method shall be stated objectively, applicable to all Replacement Shippers, and not unduly discriminatory. The method shall enable Pipeline to rank bids received by using the weight assigned by Releasing Shipper to each element of Releasing Shipper's offer.
 - (d) If an initial Releasing Shipper retained a right of recall on released capacity, any secondary release of such released capacity must be subject to that right of recall.
 - (e) Any Releasing Shipper will have the right to withdraw its offer any time prior to the close of the bid period associated with such Releasing Shipper's offer where unanticipated circumstances justify the withdrawal and no bids meeting the minimum conditions of Releasing Shipper's offer yet have been made. Releasing Shipper's offer will be legally binding on Releasing Shipper until Pipeline receives written or electronic notice of withdrawal.
 - (f) A secondary release of capacity may not operate to release greater capacity rights than were acquired by the Releasing Shipper.
 - (g) A releasing shipper that desires to release all or part of its capacity as an index-based release shall complete the online form posted on the Informational Postings section of Pipeline's Internet Website titled "Index-Based Capacity Release Request Form". Upon receipt and processing of such form, TSP will post a notice on its Internet Website with the details of the Index-Based offer and the deadline to submit bids, if applicable.

17.4 Timelines for Standard Capacity Releases.¹ The following capacity release timelines are applicable to standard capacity releases not subject to special terms or conditions. The duration of Shipper's proposed release determines the minimum bid period for Releasing Shipper's offer under this Section 17.4. [Note: all times are specified as Central Clock Time, not Eastern Clock Time]

- (a) For biddable releases (one year or less):
 - Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
 - Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
 - Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.

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- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(b) For biddable releases (more than one year):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(c) For non-biddable releases:

- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
 - Timely Cycle 12:00 Noon
 - Evening Cycle 5:00 p.m.
 - Intraday 1 Cycle 9:00 a.m.
 - Intraday 2 Cycle 1:30 p.m.
 - Intraday 3 Cycle 6:00 p.m.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

17.5 Timelines for Non-Standard Releases. If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue, or NPV, or specifies any other special terms or conditions, one (1) additional Business Day will be added to the evaluation period. Such

extended evaluation period may cause gas flow to be at least one (1) Gas Day later than gas could flow under the timelines in Section 17.4.

17.6 Bidding on Released Capacity.

- (a) Bids on a non-index-based offer of capacity release shall be made electronically through the Internet Website and shall include the following information:
 - (1) the rate and basis of the rate;
 - (2) the quantity and whether a lesser quantity if awarded would be acceptable;
 - (3) the start and end dates of the bid and whether a shorter term within the start and end dates is acceptable;
 - (4) whether the bid contains a contingency;
 - (5) additional terms and conditions that are objective and non-discriminatory.
- (b) Bids on an index-based offer of capacity release shall be made by sending an email to the Pipeline contact indicated on the "Index-Based Capacity Release Request Form".
- (c) Before it may submit a bid for released capacity or be eligible for a prearranged capacity release transaction, Bidder must have executed a Capacity Release Umbrella Service Agreement and must comply with the creditworthiness provisions in GT&Cs Section 3.
- (d) Pipeline will use an open bidding format and will post each bid meeting the minimum conditions stated in Releasing Shipper's offer, provided that Bidders' names shall not be posted.
- (e) Bids remain binding through the end of the bid period unless withdrawn by Bidder. Bidder may make an upward revision to or withdraw its bid during the bid period; provided, however, that Pipeline will allow any Prearranged Replacement Shipper to match the best bid after the close of the bid period. Bidder shall not use its ability to withdraw its bid in order to submit a lower bid.

17.7 Award of Released Capacity.

- (a) Pipeline will select the best bid from among bids received before the expiration of the bid period. The best bid shall be determined under the bid evaluation method specified by the Releasing Shipper. Pipeline will reject any bid that does not meet minimum specifications in Releasing Shipper's offer. If multiple bids meet minimum conditions stated in Releasing Shipper's offer, Pipeline will award the capacity, best bid first, until all offered capacity has been awarded.
- (b) If more than one (1) Bidder submits the best bid, the first Bidder in time, including a Prearranged Replacement Shipper, will have its bid selected and posted as the best bid, unless Releasing Shipper specifies another tie-breaking methodology in Releasing Shipper's offer; provided that if a contingent bid and a non-contingent bid tie for the best bid, Pipeline will select the non-contingent bid.
- (c) If a Prearranged Replacement Shipper does not submit a matching bid within the time allotted in Section 17.4, Pipeline will award the capacity under Sections 17.7(a) and (b).

- (d) If Releasing Shipper's offer for a permanent release provides that consideration for the release be paid to Replacement Shipper, then any such consideration included in Replacement Shipper's bid shall be subtracted from its bid solely for purposes of calculating the best bid.
- (e) All terms and conditions of completed capacity release transactions, including index-based releases, will be posted on the Internet Website, including the names of Releasing Shippers involved in such transactions.
- (f) Pipeline must permit a Replacement Shipper to submit a nomination at the earliest nomination opportunity after the acquisition of capacity. In the event Replacement Shipper has not executed a Service Agreement prior to making its nomination, Replacement Shipper shall be deemed to have executed Pipeline's *pro forma* firm transportation Service Agreement.

17.8 Recall of Released Capacity.

- (a) A Releasing Shipper exercising its right to recall released capacity shall post the recall by the posting deadline as determined under Section 17.8(g). The quantity to be recalled must be expressed in terms of total capacity release entitlements.
- (b) Regardless of whether recall rights are specified in a temporary capacity release, Releasing Shipper may exercise a right of recall in the event Replacement Shipper's service is suspended or terminated under GT&Cs Section 21.8.
- (c) Reputs of recalled released capacity must follow the timeline specified in Section 17.8(g). Recalled capacity may not be reput for the same Gas Day.
- (d) Recalls of released capacity will not be permitted to bump already scheduled quantities for Replacement Shippers unless Replacement Shippers are provided with at least one (1) opportunity to reschedule any bumped quantities.
- (e) Pipeline shall have no liability to any party in relying on the recall and reput terms specified by Releasing Shipper, except to the extent such party establishes that Pipeline incorrectly applied such instructions as a result of Pipeline's gross negligence or willful misconduct.
- (f) If a segmented release of capacity, once made, is no longer operationally feasible, Pipeline will notify Releasing Shipper and Replacement Shipper that Releasing Shipper must recall the segmented release at the earliest notification period under Section 17.8(g). If Releasing Shipper does not recall the capacity by such time, Releasing Shipper will be deemed to have recalled the segmented release effective at that time.
- (g) Recall Timeline.² All Transportation Service Providers (TSPs) should support the following recall notification periods for all released capacity subject to recall rights. [Note: all times are specified as Central Clock Time, not Eastern Clock Time]
 - (1) Timely Recall Notification:
 - A Releasing Shipper recalling capacity should provide notice of such recall to the transportation service provider and the first Replacement Shipper no later than 8:00 A.M. on the day that Timely Nominations are due;

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- The transportation service provider should provide notification of such recall to all affected Replacement Shippers no later than 9:00 A.M. on the day that Timely Nominations are due;
- (2) Early Evening Recall Notification:
- A Releasing Shipper recalling capacity should provide notice of such recall to the transportation service provider and the first Replacement Shipper no later than 3:00 P.M. on the day that Evening Nominations are due;
 - The transportation service provider should provide notification of such recall to all affected Replacement Shippers no later than 4:00 P.M. on the day that Evening Nominations are due;
- (3) Evening Recall Notification.
- A Releasing Shipper recalling capacity should provide notice of such recall to the transportation service provider and the first Replacement Shipper no later than 5:00 P.M. on the day that Evening Nominations are due;
 - The transportation service provider should provide notification of such recall to all affected Replacement Shippers no later than 6:00 P.M. on the day that Evening Nominations are due;
- (4) Intraday 1 Recall Notification:
- A Releasing Shipper recalling capacity should provide notice of such recall to the transportation service provider and the first Replacement Shipper no later than 7:00 A.M. on the day that Intraday 1 Nominations are due;
 - The transportation service provider should provide notification of such recall to all affected Replacement Shippers no later than 8:00 A.M. on the day that Intraday 1 Nominations are due ; and
- (5) Intraday 2 Recall Notification:
- A Releasing Shipper recalling capacity should provide notice of such recall to the transportation service provider and the first Replacement Shipper no later than 12:00 P.M. on the day that Intraday 2 Nominations are due;
 - The transportation service provider should provide notification of such recall to all affected Replacement Shippers no later than 1:00 P.M. on the day that Intraday 2 Nominations are due.
- (6) Intraday 3 Recall Notification:
- A Releasing Shipper recalling capacity should provide notice of such recall to the transportation service provider and the first Replacement Shipper no later than 4:00 P.M. on the day that Intraday 3 Nominations are due;

- The transportation service provider should provide notification of such recall to all affected Replacement Shippers no later than 5:00 P.M. on the day that Intraday 3 Nominations are due.

17.9 Obligations of Parties Involved in Capacity Releases.

(a) Obligations of Pipeline.

- (1) If Replacement Shipper satisfies Pipeline's applicable Tariff provisions governing Shipper eligibility, Pipeline shall promptly send to Replacement Shipper an Addendum to the Capacity Release Umbrella Service Agreement incorporating the terms of the awarded capacity. For permanent releases of capacity, within 30 days of the award date, Pipeline shall execute a new Service Agreement with Replacement Shipper reflecting the rates, terms, and conditions of the Addendum, and such Service Agreement will supersede the Addendum.
- (2) Pipeline will notify the initial Releasing Shipper with recall rights of the name of new Replacement Shippers who subsequently obtain the released capacity.
- (3) Pipeline will notify a Releasing Shipper if the Replacement Shipper fails to pay all or part of an amount of any invoice for service provided when such amount is due under GT&Cs Section 21.
- (4) For releases of discounted capacity, Pipeline will notify a Releasing Shipper if the Replacement Shipper has used an alternate Receipt or Delivery Point that would subject the service to a non-discounted rate.

(b) Obligations of Releasing Shipper.

- (1) For temporary releases of capacity, Releasing Shipper's Service Agreement will remain in effect. Releasing Shipper shall remain ultimately liable to Pipeline for all reservation charges and surcharges, if any, under the terms of its Service Agreement.
- (2) If Pipeline waives any credit requirements for a Replacement Shipper, Pipeline will limit the liability of the Releasing Shipper to the extent of such credit waiver. However, if the waiver is made at the request of the Releasing Shipper, the Releasing Shipper shall continue to be fully liable under its Service Agreement.
- (3) For permanent releases of capacity, Releasing Shipper will not be relieved of any liability, rate or otherwise, unless the Replacement Shipper agrees to assume such liability.

Pipeline may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by the Pipeline, Pipeline shall notify Shipper via e-mail and shall include in the notification the reason(s) for such denial.

- (4) A Shipper permanently releasing only a part of its firm transportation capacity also must release an equivalent quantity of its aggregate MDRQs and aggregate MDDQs. Pipeline will reject any such partial permanent release if it

determines that Shipper's MDRQ or MDDQ specification creates operational difficulties.

- (c) Obligations of Replacement Shipper.
 - (1) An Addendum to the Capacity Release Umbrella Service Agreement shall be deemed to be an executed Service Agreement between Pipeline and Replacement Shipper, subject to the terms and conditions of the applicable rate schedule, the form of Service Agreement applicable to such rate schedule, and Pipeline's GT&Cs. The terms of the Addendum shall be deemed to be incorporated into, and effective under, the Capacity Release Umbrella Service Agreement. For permanent releases of capacity, within 30 days of the award date, Replacement Shipper shall execute a new Service Agreement with Pipeline reflecting the rates, terms, and conditions of the Addendum, and such Service Agreement will supersede the Addendum.
 - (2) Once Replacement Shipper is awarded released capacity, such Replacement Shipper becomes subject to all applicable Tariff provisions.

17.10 Termination of Temporary Capacity Releases.

- (a) Pipeline will terminate a temporary release of capacity on 30 days notice to Replacement Shipper if Releasing Shipper's service is terminated under GT&Cs Section 21.8, unless, prior to the end of the 30-day notice period, Replacement Shipper agrees to pay Pipeline for the remaining term of the release the lower of: (i) the Releasing Shipper's contract rate; (ii) the applicable Recourse Rate; or (iii) the rate mutually agreed to by Replacement Shipper and Pipeline.
- (b) If multiple Replacement Shippers have obtained segmented capacity from Releasing Shipper and more than one (1) agrees to continue service by paying the amount in (a) above, the capacity will be allocated *pro rata* to each Replacement Shipper based on contract quantities.

17.11 Requests to Purchase Releasable Capacity

- (a) Pipeline shall post on its Internet Website, for a period not to exceed 30 days, unsolicited requests to purchase releasable capacity for a period specified by the potential Replacement Shipper in its request. Such requests should be submitted electronically in accordance with instructions posted on Pipeline's Informational Postings Internet Website under the Notices category.
- (b) Valid requests shall be posted within 1 Business Day, as defined in Pipeline's tariff, of receipt of such requests. Requests received after 2:00 P.M. Eastern Time will be deemed received on the subsequent Business Day.
- (c) Capacity release transactions that may occur as a result of such postings shall be subject to all pertinent Pipeline tariff provisions, including the execution of all required agreement(s) and the creditworthiness provisions under GT&Cs Section 3.