

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of The East)	
Ohio Gas Company d/b/a Dominion Energy)	Case No. 17-0820-GA-ATA
Ohio for Approval of Changes in Rules and)	
Regulations)	

**SUPPLEMENTAL APPLICATION FOR APPROVAL OF PRECEDENT AGREEMENT
AND REQUEST FOR EXPEDITED TREATMENT OF
THE EAST OHIO GAS COMPANY D/B/A DOMINION ENERGY OHIO**

In accordance with R.C. 4905.04 and R.C. 4905.06, The East Ohio Gas Company d/b/a Dominion Energy Ohio (DEO or the Company) hereby supplements its initial application filed in this case on March 24, 2017, and respectfully requests that the Commission review and approve DEO’s commitment to reserve capacity and purchase services at the price, terms, and conditions set forth in the precedent agreement and exhibits attached as Exhibit 1; the updated tariff provisions attached as Exhibit 3; and the recovery of the associated capacity costs through Transportation Migration Rider-Part B (TMR-B). In support of this supplemental application, DEO states as follows:

I. BACKGROUND

1. DEO is an Ohio corporation engaged in the business of providing natural gas service to customers in Ohio and, as such, is a “natural gas company” and “public utility” as defined by R.C. 4905.03(E) and 4905.02(A), respectively.
2. Under R.C. 4905.04, the Commission is “vested with the power and jurisdiction to supervise and regulate public utilities” and “to require all public utilities to furnish their products and render all services exacted by the commission or by law.”
3. Under R.C. 4905.06, the Commission “has general supervision over all public utilities within its jurisdiction . . . and may examine such public utilities and keep informed

as to their general condition, capitalization, and franchises, and as to the manner in which their properties are leased, operated, managed, and conducted with respect to the adequacy or accommodation afforded by their service, the safety and security of the public and their employees, and their compliance with all laws, orders of the commission, franchises, and charter requirements.”

4. On March 24, 2017, DEO filed its initial application in the above-captioned case requesting approval to add or amend certain provisions in several tariffs necessary to accommodate a planned acquisition of additional contract pipeline capacity in the Ashtabula, Ohio area. The pipeline, which is yet to be constructed, would be known as “the Risberg Line.”

5. On April 6, the Commission Staff filed a review and recommendation concerning the initial application that recommended approval.

6. On April 20, the Commission issued a procedural schedule establishing a comment deadline of May 10 and a reply-comment deadline of May 22.

7. By May 10, the Retail Energy Supply Association (RESA) and The Office of the Ohio Consumers’ Counsel (OCC) had filed comments, and Interstate Gas Supply (IGS) had moved to intervene but did not file comments.

8. On May 18, several days before the due date for reply comments, DEO filed an unopposed motion to hold this proceeding in abeyance. In that motion, DEO indicated that the negotiation of the precedent agreement with the pipeline’s developer was still ongoing. DEO also indicated its intention to submit the precedent agreement, once it was executed, for review by the Commission and other interested parties.

9. On May 19, the Commission granted DEO’s motion.

10. On June 5, DEO and the pipeline developer, RH energytrans, LLC, executed the precedent agreement attached to this application as Exhibit 1 (filed under seal).

11. On June 12, RH energytrans initiated an open season to determine the interest of potential shippers in the Risberg Line. The open-season announcement is attached to this application as Exhibit 2.

12. As explained in the initial application, the acquisition of additional pipeline capacity is for two primary reasons: (a) to increase supply reliability for a highly constrained area and (b) to enable load growth and economic development.

13. The Ashtabula area is currently served by two DEO pipelines: the 16-inch Lakeshore Line from the west and the 10-inch Cochran Line from the east. The primary supply feed for the Lakeshore Line is located 56 miles away, and the resulting pressure drop over that distance restricts DEO's ability to deliver additional volumes into the west side of the Ashtabula area. On a design day (*i.e.*, during peak usage), all gas delivered through the Lakeshore Line is consumed *before* it reaches the Ashtabula area. Thus, under peak conditions, the Ashtabula area is served only by the Cochran Line. Although the Cochran Line can operate at a much higher pressure than the Lakeshore Line, it is a smaller pipeline, and a substantial percentage of its volumes are consumed upstream of Ashtabula by a large industrial customer for process and co-generation purposes. As a result, DEO cannot meaningfully increase deliveries into the east side of the Ashtabula area through the Cochran Line without degrading service to existing customers.

14. Due to these limitations, the pipelines serving the Ashtabula area are fully utilized under design-day conditions, such as those experienced in early 2015 when overnight temperatures in Ashtabula fell to approximately 30 degrees below zero. To ensure

continued reliability, DEO has been repeatedly required to turn down requests for new or increased service from such potential customers as a gas-to-liquids plant, other industrial companies, and industrial parks. The lack of natural gas pipeline capacity has limited economic development in an area that otherwise appears well-suited for industrial growth, given the access to a major body of water and interstate highways, the availability of undeveloped tracts of land, and other natural resources, including abundant natural gas reserves that cannot be readily accessed via existing midstream or interstate pipelines.

15. Having reviewed the situation in depth on its own and with local business leaders, DEO believes that the only means of enhancing supply reliability and alleviating the constraints in the Ashtabula area is to bring on an additional source of supply. The closest supply source in Ohio is over 60 miles away, however, and a connection into Pennsylvania would also involve substantial mileage, as well as federal regulatory issues.

16. In 2015, DEO began discussions with representatives of the pipeline developer, RH energytrans, regarding the possibility of reserving capacity on the proposed Risberg Line. This developer presented an opportunity of particular interest, because it owns 32 miles of gathering lines in Pennsylvania located between an interstate pipeline and the Ashtabula area. This span of existing pipeline, if converted to interstate transportation service, would substantially reduce the amount of new construction necessary to connect the Ashtabula area with an additional source of supply.

II. DESCRIPTION OF PRECEDENT AGREEMENT

17. Under the precedent agreement, DEO's obligation to participate in the Risberg Line project is subject to DEO's receipt of certain consents and approvals of the Commission related to the precedent agreement, its exhibits, and any services to be rendered

thereunder. This includes the Commission's approval of DEO's commitment to purchase firm transportation service at negotiated rates, and other service and tariff provisions agreed to by RH energytrans and DEO. (Ex. 1, ¶ 4(b).) Although the entire agreement should be carefully reviewed, DEO would call attention to several features of the precedent agreement and transaction.

18. The precedent agreement solves DEO's need for increased capacity into the Ashtabula area by reserving 40,000 dekatherms per day (Dth/day) on the proposed Risberg Line at the rate of [REDACTED] per Dth per day for an approximate total annual cost of [REDACTED]. (See Ex. 1, Appx. B.) The initial term of service will be 15 years. At this time, the proposed in-service date is November 2018, but this is subject to extension. The Risberg Line's route and end point tend to minimize the capital dollars necessary to connect the line, but will tend to maximize the incremental supply benefit to DEO's system and customers.

19. As noted in the initial application, DEO's ability to participate in the Risberg Line is contingent on incremental transportation customers and suppliers being required to accept and utilize releases of the Risberg Line capacity and the remaining capacity costs being recovered through TMR-B. Using the most recent volumetric denominator for TMR-B, the Risberg Line capacity if solely recovered through TMR-B (*i.e.*, assuming none is released) would add [REDACTED] to the rate, or approximately [REDACTED] per month for the average residential customer based on normalized usage of 96 Mcf per year. This amount, however, will decrease as capacity is released to serve incremental load. If the entire 40,000 Dth/day were released, the impact on TMR-B would be zero and could, in fact, result in a credit under the previously proposed revenue sharing mechanism.

20. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21. [REDACTED] DEO believes that the negotiated rate represents a reasonable cost to obtain additional capacity to the Ashtabula area. Based on its understanding of pipeline project costs, DEO concluded that the negotiated rate is substantially less than a cost-of-service-based rate would be for a pipeline

newly constructed in its entirety. The cost of acquiring capacity on the Risberg Line is also considerably less than the cost to DEO of constructing a pipeline itself. DEO is not aware of any other entity that owns assets of such a type and in such a location as the 32 miles of northwestern Pennsylvania gathering lines that will reduce the scope of new construction and hence reduce the costs of increasing capacity to Ashtabula. For this reason, and based on its past review of the supply situation in this area, DEO is doubtful that a lower cost opportunity to obtain similar capacity will present itself in the foreseeable future, if ever.

22. DEO also negotiated several protections in the precedent agreement to mitigate or limit the impact of the capacity reservation on DEO or its customers. First, the parties negotiated a “most favored nations” clause, entitling DEO to a lower rate on the affected portion of its capacity in the event the pipeline enters a service agreement prior to in-service date with another entity for a lower negotiated or discount rate. (Ex. 1, ¶ 6(b).) DEO also obtained certain rights of extensions and rights of first refusal pertaining to service on the line. (*See* Ex. 1, ¶ 8.)

23. Moreover, although the developer does not intend to operate as an Ohio-regulated natural gas company, federally regulated interstate natural gas pipelines may provide interstate transportation service directly to end-use customers. Two provisions of the precedent agreement address the so-called “direct connection” issue. If the pipeline bypasses DEO to provide service to an existing DEO customer, the amount of capacity reserved by DEO (and accordingly DEO’s cost responsibility for that capacity) may be reduced by the same amount, at DEO’s option. (*See* Ex. 1, ¶ 9(b).) Additionally, if the pipeline directly connects with a new end-user that DEO could have served, DEO must be given the opportunity to release its capacity to the end-user. (*See* Ex. 1, Appx. A, ¶ V.4(a).) Exceptions

from this latter provision are provided for a pair of end-users with whom the developer had already been in discussions regarding the provision of direct service. (*Id.* ¶ V.4(c).) These provisions will help protect DEO and its customers from bearing costs for capacity that is stranded as the result of pipeline bypass.

III. REQUEST FOR APPROVAL

24. DEO does not believe that Commission review and approval of the attached precedent agreement in particular, or supply agreements with upstream pipeline companies in general, are necessarily required under Ohio law. The Commission, however, has jurisdiction over DEO and is authorized by law to review the manner in which DEO provides service and to ensure that such services are rendered in compliance with the law. *See* R.C. 4905.04 and 4905.06. The Commission also has jurisdiction to review and approve DEO's proposed tariff provisions and to determine whether the type and amount of costs proposed in this proceeding are appropriate for recovery under TMR-B. In view of certain unique features of the arrangement, as well as concerns expressed by the intervenors in this proceeding, DEO has voluntarily decided to submit the precedent agreement and exhibits for review by the Commission under its general regulatory and supervisory jurisdiction. Approval of DEO's commitment to reserve capacity and purchase services at the price, terms, and conditions set forth in the precedent agreement and attached exhibits and of the associated tariff and cost-recovery provisions is reasonable, advances state natural gas policy, and should be granted by the Commission.

25. Approval will support the reliability of service to the Ashtabula area. As explained above, the precedent agreement will enable additional gas supplies to reach a constrained area of DEO's system in the northeast corner of the state. Under design-day

conditions, only one pipeline (the Cochran Line) feeds the Ashtabula area. The new capacity will provide an additional source of supply to ensure that any interruption to the Cochran Line would not result in a supply outage to the Ashtabula area. The consequences of an interruption or outage could be severe for this region, located as it is on Ohio's northeastern shore and thus subject to some of the coldest temperatures and wind chills in the state.

26. Approval will also support the state's competitiveness in the global economy. As explained above, DEO has been forced to turn down numerous requests for new and increased load by industrial customers, and the lack of natural gas supply capacity tends to negate natural advantages otherwise enjoyed by the Ashtabula area for industrial development. In addition to supporting reliability, the addition of new capacity will eliminate this obstacle to investment on Ohio's northeastern lakefront.

27. Although the acquisition of capacity will result in a modest increase in customer bills until the capacity is released, the design of the rate and tariff provisions ensures that the customers benefiting from the increased capacity are ultimately responsible for the costs. Additionally, DEO's commitment to credit 50 percent of incremental revenues derived from the new capacity will further offset costs to be recovered through TMR-B.

28. If DEO's commitment to reserve capacity at the price, terms, and conditions set forth in the precedent agreement and its exhibits and the associated tariff provisions are not approved, DEO will have no choice but to terminate its participation in the Risberg Line. Without its participation, DEO does not believe that the Risberg Line will be built. Based on past experience, and given the costs and challenges of constructing a pipeline of the necessary size and length, DEO believes that it is unlikely a more economical solution to the

constraints facing the Ashtabula area will ever emerge. DEO believes that disapproval will consign the Ashtabula area to ongoing supply constraints and possibly to a lack of investment and economic development.

IV. REQUEST FOR EXPEDITED PROCEDURAL SCHEDULE

29. Under the precedent agreement, DEO has a right to terminate its participation in the Risberg Line if Commission approval has not been received by August 1, 2017, although the parties also have agreed to attempt to achieve a mutually agreeable extension of this date if necessary.

30. DEO acknowledges that it requested expedited treatment in its initial application but was ultimately required to request that the proceeding be held in abeyance. Expedited treatment nevertheless remains important for the reasons expressed in the initial application. Additionally, to achieve the target in-service date, the pipeline developer is incurring significant costs in preparing the FERC certificate application and other regulatory filings, as well as incurring other project development costs that it has no means of recovering if the project cannot go forward due to adverse action (or inaction) by the Commission. DEO accordingly requests that, if practicable, the Commission establish a procedural schedule that would accommodate a decision concerning the initial and supplemental applications on or before August 1, 2017, or as soon as possible thereafter.

31. DEO also recognizes that RESA, in its initial comments, raised a number of specific questions regarding the implementation of the proposed tariff provisions. DEO believes that supply issues can be resolved collaboratively. Such discussions would have been premature before the precedent agreement was executed. Now that the agreement has been executed, however, DEO intends to schedule a meeting with RESA and other interested

suppliers soon after the filing of this supplemental application in the hopes of resolving the issues raised in RESA's comments.

V. RELATED MOTIONS AND FILINGS

32. DEO is filing with this supplemental application a motion for a protective order seeking confidential treatment of (a) the price information included in the supplemental application and (b) the precedent agreement and exhibits in their entirety. Accordingly, DEO has redacted this information from the supplemental application and is filing Exhibit 1 under seal. This information is available to the Commission and its Staff for their review and will be provided on request to intervening parties who execute appropriate protective agreements with DEO, with possible limitations on disclosure to parties who may also be shippers on the Risberg Line.

33. Although it is necessary to file the entire precedent agreement under seal, DEO is publicly filing the open season announcement as Exhibit 2 to this application. To the extent the precedent agreement contains any information that may be considered public, that information is included in Exhibit 2.

34. DEO is also filing today in a separate docket an application to amend certain provisions of the General Terms and Conditions of Energy Choice Pooling Service (ECPS). *See* Case No. 17-1459-GA-ATA. As explained in that application, revisions to the ECPS tariffs are necessary to reinsert terms and conditions that were inadvertently omitted from the tariffs during a later compliance filing. Although that application is substantively unrelated to this one, it does affect some of the same ECPS provisions to which revisions were proposed in the initial application filed in this case. Accordingly, DEO has attached as Exhibit 3 to this supplemental application a proposed tariff that assumes that the previously

omitted tariff revisions have been added and thus demonstrates how DEO would propose to incorporate the Risberg Line provisions. Exhibit 3 also corrects some minor clerical errors in the original tariff and, as also noted in the initial application, proposes updating several references within the ECPS General Terms and Conditions to sections of the Ohio Adm. Code that have been renumbered since the existing tariffs were approved. Exhibit 3 would take the place of the ECPS tariffs submitted with the original application.

WHEREFORE, DEO respectfully requests that the Commission establish the requested expedited procedural schedule; review and approve the initial and supplemental applications as submitted, DEO's commitment to reserve capacity and purchase services at the price, terms, and conditions set forth in the precedent agreement and exhibits attached as Exhibit 1, and the updated tariff provisions attached as Exhibit 3; approve the proposed recovery of capacity costs through TMR-B; and grant all other necessary and proper relief.

Dated: June 27, 2017

Respectfully submitted,

/s/ Andrew J. Campbell

Mark A. Whitt (0067996)

Andrew J. Campbell (0081485)

Rebekah J. Glover (0088798)

WHITT STURTEVANT LLP

The KeyBank Building, Suite 1590

88 East Broad Street

Columbus, Ohio 43215

Telephone: (614) 224-3946

Facsimile: (614) 224-3960

whitt@whitt-sturtevant.com

campbell@whitt-sturtevant.com

glover@whitt-sturtevant.com

(All counsel are willing to accept service by email)

ATTORNEYS FOR THE EAST OHIO GAS
COMPANY D/B/A DOMINION ENERGY OHIO

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served by electronic mail to the following persons this 27th day of June, 2017:

William.wright@ohioattorneygeneral.gov
mjsettineri@vorys.com
glpetrucci@vorys.com
joliker@igsenergy.com
jodi.bair@occ.ohio.gov
ajay.kumar@occ.ohio.gov

Attorney Examiner:
Megan.addison@puc.state.oh.us

/s/ Rebekah J. Glover
One of the Attorneys for The East Ohio Gas
Company d/b/a Dominion Energy Ohio

Exhibit 1 – Precedent Agreement

CONFIDENTIAL

FILED UNDER SEAL

Exhibit 2 – Open Season Announcement



**NON-BINDING OPEN SEASON
RISBERG LINE PROJECT**

June 5, 2017

Overview

RH energytrans, LLC is developing a new interstate natural gas transmission pipeline extending from western Pennsylvania to northeastern Ohio. This new pipeline system (the "Risberg Line") will link the Dominion Energy Ohio ("DEO") gas distribution system serving the Ashtabula, Ohio area with prolific sources of natural gas supply. The Risberg Line will be owned and operated by RH energytrans, a newly-formed affiliate of EmKey Gathering, LLC. It will afford DEO a cost-effective means of meeting its needs for additional gas supply and system reinforcement in the Ashtabula market area, as well as the needs of other prospective shippers in the area. This notice announces an Open Season through which potential Risberg Line shippers may provide indications of their interest in subscribing to firm gas transportation service.

The Risberg Line will be approximately 62 miles in length. It will originate at an interconnection with the Tennessee Gas Pipeline Company, L.L.C. natural gas transmission system near Meadville, Crawford County, Pennsylvania, and will extend to a new point of delivery into the DEO gas distribution system at North Kingsville, Ashtabula County, Ohio (see attached system map). Approximately half of the Risberg Line's total length will consist of existing gas pipeline facilities which RH energytrans will acquire from EmKey Gathering. To this existing system RH energytrans will add approximately 30 miles of new 12-inch pipeline extending from northwestern Pennsylvania into northeastern Ohio. The Risberg Line will be capable of transporting at least 55,000 Dth/day on a firm basis. RH energytrans can readily increase the system's pipeline size and capacity if shipper demand were to exceed 55,000 Dth/day.

The purpose of this notice is to solicit shipper interest in subscribing to firm transportation service to be provided via the Risberg Line. Following the close of the Open Season announced here, RH energytrans will refine its preliminary design in response to confirmed shipper interest. Shippers submitting Shipper Subscription Forms in response to this Open Season will

be expected to execute binding Precedent Agreements within 30 days following RH energytrans' announcement of its refined project design and rate calculations.

Because the Risberg Line will transport natural gas in interstate commerce, RH energytrans will need to seek Federal Energy Regulatory Commission approval under Section 7(c) of the Natural Gas Act to construct, own and operate it. RH energytrans expects to file an application seeking the required authorizations in the third quarter of 2017 and expects FERC to issue an order authorizing the Project in the second quarter of 2018.

Open Season Subscription Period: June 12, 2017 through July 12, 2017.

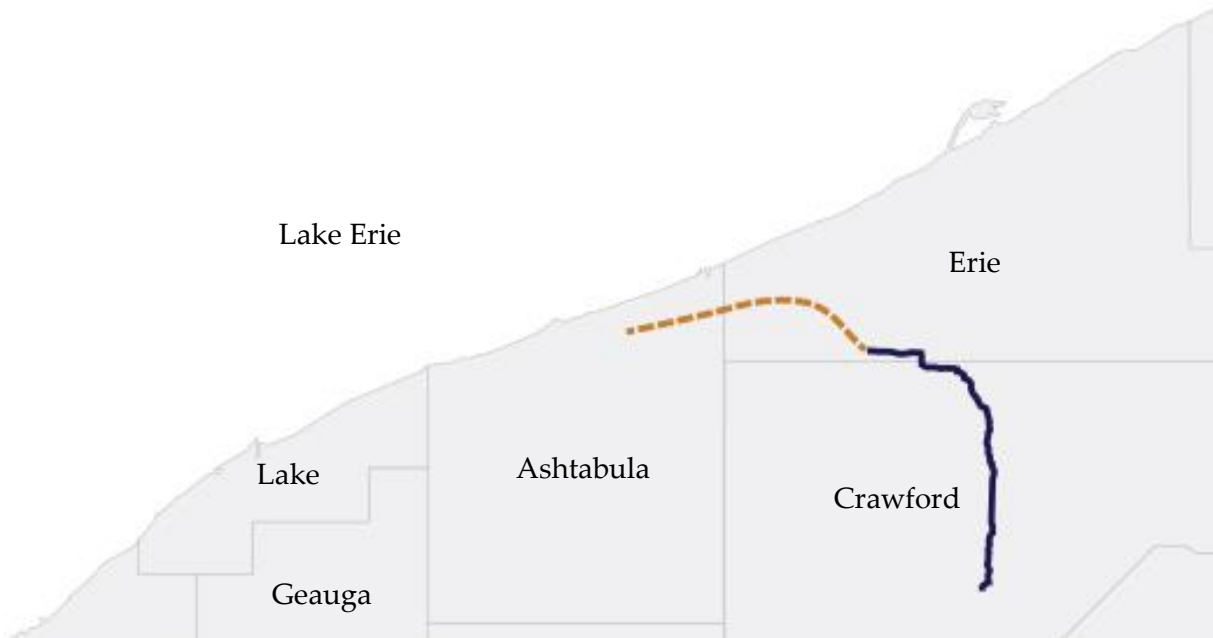
Service: Firm transportation service from the Tennessee Gas Pipeline receipt point to the DEO delivery point. RH energytrans will consider constructing additional receipt and delivery points in response to shipper requests. Service will be provided in accordance with a FERC Gas Tariff which RH energytrans will prepare and maintain on file with FERC.

Target In-Service Date: Fourth quarter of 2018. The actual in-service date will depend upon the dates all necessary regulatory authorizations, approvals and permits are received. Construction delays beyond RH energytrans' control may impact the actual in-service date.

Term: Minimum of fifteen (15) years. RH energytrans may accept contract terms of shorter or longer durations.

Rates: RH energytrans anticipates that its initial cost-based recourse reservation rate will be between \$0.66/Dth-day and \$0.88/Dth-day. The company will develop refined initial cost-based transportation rates following its finalization of the Risberg Line's design. As an alternative to paying the Project's recourse reservation rates for firm transportation service, as they may be accepted by FERC, shippers may propose to pay a negotiated reservation rate by so indicating on the Subscription Form. Shippers paying negotiated reservation rates will be charged the recourse commodity and fuel rates set forth in RH energytrans' tariff, as these rates may be modified from time to time.

Risberg Line System Map



Foundation Shipper Status: In order to secure the shipper commitments necessary to justify construction of the Risberg Line, RH energytrans is offering Foundation Shipper status to any shipper subscribing to a minimum of 40,000 Dth/day of firm transportation service for a term of not less than 15 years. Foundation Shippers will receive the following benefits:

- (a) Each Foundation Shipper will be exempted from proration of its capacity subscription, except to the extent RH energytrans must prorate available capacity in order to accommodate other Foundation Shippers.
- (b) Each Foundation Shipper will have the right, upon twenty-four (24) months' advance notice to be given at the conclusion of the primary term of its Firm Transportation Agreement or of the first five year successor term, to elect up to two successive five-year contract term extensions, at the then-applicable recourse rate for the service specified in Foundation Shipper's Firm Transportation Agreement, as it may have been amended, or such other rate as may be mutually agreed.
- (c) Each Foundation Shipper will be afforded a contractual right of first refusal in addition to the right to unilateral contract term extensions specified in item (b).

(d) Each Foundation Shipper will be afforded the following Most Favored Nations rate protection:

If at any time and from time to time prior to the In-Service Date, RH energytrans enters into a firm transportation service agreement with another prospective shipper (or a precedent agreement obligating RH energytrans to enter into a firm transportation service agreement with such prospective shipper), which service agreement has a term of not less than twelve (12) consecutive months and which is at a negotiated or discount rate that is lower than Foundation Shipper's rate (such rate offered to another prospective shipper, a "Lower Rate"), then to the extent the rate associated with such service agreement is lower than Foundation Shipper's rate, RH energytrans shall offer to reduce Foundation Shipper's rate to equal the Lower Rate for the same term and contract MDQ as to which the Lower Rate is applicable.

(e) Each Foundation Shipper will have the right to obtain any foundation or anchor shipper status available in the event of any future RH energytrans expansion project, subject to that Foundation Shipper's satisfaction of the criteria governing recognition of foundation or anchor shipper status specifically applicable to such expansion project.

(f) RH energytrans will provide to Foundation Shippers a limited capacity marketing service pursuant to the General Terms and Conditions of RH energytrans' FERC Gas Tariff, as provided in this subparagraph (f). If (1) RH energytrans receives a bona fide request to interconnect with and furnish firm transportation service (such service, "Direct Service") to an entity which Foundation Shipper can show through documentary evidence (x) is located within Foundation Shipper's area of service, and (y) could have been but has not been served by Foundation Shipper through Foundation Shipper's existing facilities or through Foundation Shipper's construction of new facilities on terms acceptable to Foundation Shipper (such entity, a "Direct Service Load"); (2) Direct Service to such Direct Service Load is not the result of any incremental expansion of the Risberg Line beyond its initial 55,000 Dth certificated capacity; and (3) as of the date such Direct Service is to commence, Foundation Shipper has not fully released or otherwise fully utilized Foundation Shipper's MDQ, then RH energytrans shall give Foundation Shipper written notice of such request and work with Foundation Shipper to provide the requested Direct Service by means of one or more releases of Foundation Shipper's capacity, on terms and conditions acceptable to Foundation Shipper and Direct Service Load. In no event will RH energytrans provide Direct Service without affording Foundation Shipper, by written notice, the right of first refusal to release Foundation Shipper's capacity to Direct Service Load on the terms and conditions requested by Direct Service Load and agreed to by RH energytrans, which first refusal right will remain in effect for a period of thirty (30) days following RH energytrans' notice to Foundation Shipper.

The obligations set forth in this subparagraph (f) are subject to RH energytrans' compliance with the terms of its FERC Gas Tariff and all applicable laws (including RH energytrans' obligation to not withhold available, existing capacity requested by qualified shippers at the maximum recourse rate), and will remain in effect until Foundation Shipper has fully released or otherwise fully utilized its MDQ, or such earlier time as may be specified by Foundation Shipper by its delivery of written notice to RH energytrans.

Notwithstanding anything to the contrary provided in this subparagraph (f), firm transportation service which Seller may provide to Velocys, Inc., North Atlantic Iron Corporation and their affiliates, subsidiaries or successors to their operations in Ashtabula County, Ohio ("Excluded Load") shall not be deemed to be Direct Service, and such entities shall not be deemed to be Direct Service Loads, within the meaning of this subparagraph (f). If Customer elects to provide released capacity to an Excluded Load, the Parties agree, subject to compliance with the terms of Seller's FERC Gas Tariff and all applicable laws, that the capacity on Seller's pipeline required to serve such Excluded Load will be incremental to that capacity being provided by Seller to Customer as long as such capacity is existing and available on Seller's pipeline.

Before Seller's Tariff becomes effective, the capacity releases described in this subparagraph (f) will be effectuated by means of assignment or agreement to enter into future capacity releases.

DEO has committed to become a Risberg Line Foundation Shipper.

Subscription Process

The Subscription Period for this non-binding Open Season will commence on June 12, 2017 and close at 5:00 PM (Eastern Time) on July 12, 2017. RH energytrans may consider requests received after the close of the Subscription Period only if such requests are determined to contribute to the Project in a positive manner and can be accommodated without adversely affecting the application and/or anticipated in-service dates.

Prospective shippers interested in obtaining firm transportation service must submit a Shipper Subscription Form and necessary financial information no later than the close of the Subscription Period, addressed to the following:

Open Season – Risberg Line Project
RH energytrans, LLC
Att'n: Kyle Rhoades, Chief Operating Officer
Email: krhoades@RHEnergytrans.com

NON-BINDING OPEN SEASON

RISBERG LINE PROJECT

June 5, 2017

Page 6

Prospective shippers will be required to provide certain financial information to qualify for the firm service to be offered through the Risberg Line. RH energytrans may request any additional financial information which it considers necessary to determine the creditworthiness of all prospective shippers.

RH energytrans reserves the right to make a final determination as to the size, scope and cost of the Risberg Line, as well as a final evaluation of the overall economics of the project and, in its sole discretion, to decide whether to proceed with the project. All prospective shippers participating in this Open Season will be notified of RH energytrans' final decision.

Contacts for Additional Information: Should you have any questions or require additional information regarding this Open Season, please contact:

Kyle Rhoades
Chief Operating Officer
RH energytrans, LLC
(814) 315-0278
Email: krhoades@RHenergytrans.com

or
Keith Farrell
Chief Financial Officer
RH energytrans, LLC
(814) 315-0278
Email: kfarrell@RHenergytrans.com

**NON-BINDING OPEN SEASON
RH ENERGYTRANS, LLC -- RISBERG LINE PROJECT
FIRM TRANSPORTATION SERVICE**

PROSPECTIVE SHIPPER SUBSCRIPTION FORM

Shipper Name: _____

Shipper Address:

Person Initiating Non-Binding Request for Service:

Name: _____ Title: _____

Phone: _____ Fax: _____

Email Address: _____

Service Commencement Date: The actual In-Service Date for the Project Facilities

FIRM TRANSPORTATION SERVICE

MAXIMUM DAILY QUANTITY (MDQ) REQUESTED: _____ Dth

TERM REQUESTED: _____ years (minimum 15 years)

NEGOTIATED RESERVATION RATE OFFERED (if applicable): \$_____ Dth-day

Receipt Point: Tennessee Gas Pipeline Receipt Point, Meadville, Crawford County, Pennsylvania or _____

Delivery Point: DEO gas distribution system at North Kingsville, Ashtabula County, Ohio or _____

Signature: _____ Date _____

Submit to
RH energytrans, LLC
Att'n: Kyle Rhoades, Chief Operating Officer
Email: krhoades@RHEnergytrans.com

Exhibit 3 – Proposed Tariff Sheets

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**DEFINITIONS**

Aggregate Daily Consumption Volume -- the aggregate quantity of gas estimated by East Ohio to be consumed by all End Use Customers of Supplier's Pool on any Day.

Aggregate Monthly Consumption Volume -- the aggregate quantity of gas actually consumed by all End Use Customers of Supplier's Pool over their respective Customer Billing Cycles as determined by East Ohio through actual or estimated meter readings.

Agreement -- the ECPS contract between East Ohio and Supplier.

Ashtabula Area -- the portion of East Ohio's service territory in and around Ashtabula County, Ohio where incremental consumption requires the use of Upstream Pipeline capacity from RH energytrans, LLC or its successor companies.

CCS -- the Customer Care System used to generate bills for low-pressure End Use Customers.

Comparable Capacity -- Supply and/or capacity rights that are comparable to those required by East Ohio for the purpose of serving its Core Sales Demand. Such rights may be comprised of On-System Storage, Production Volumes and/or rights held on Upstream Pipeline(s). Supplier's supply and/or capacity rights will be evaluated in terms of their similarity to those required by East Ohio in the areas of priority of service (e.g., primary firm transportation), delivery location (e.g., at Upstream Pipeline interconnections with East Ohio's system), period (e.g., Winter Period), adequacy of design day coverage and any other factors relevant to assessing the reliability of such capacity rights.

Contract Storage -- natural gas storage service rendered pursuant to service agreements between a party and an Upstream Pipeline and/or other storage facility operator.

Core Sales Demand -- the total supply needs of East Ohio's Percentage Income Payment Plan and Standard Service Offer customers.

Customer -- any individual, governmental, or corporate entity: a) all of whose natural gas requirements are supplied by a Supplier's Pool and taking transportation service from East Ohio pursuant to East Ohio's ECTS or LVECTS rate schedules ("End Use"), or b) that has in effect an Agreement with East Ohio.

Customer Billing Cycle -- for Delivery Points equipped with electronic gas measurement equipment, the calendar month used for billing purposes; for Delivery Points not equipped with electronic gas measurement equipment, the period that occurs between actual or estimated meter readings taken by East Ohio for billing purposes.

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C. Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA

Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

Daily Available Volume -- the total quantity of gas available to be allocated by Supplier for delivery by East Ohio to all Customers in the aggregate on any Day. This quantity is equal to the total volume of gas actually delivered to and accepted by East Ohio for Supplier's account on that Day (Transportation Volumes, Production Volumes, Storage Volumes and Pool-to-Pool Volumes), less an appropriate Unaccounted-for Gas Percentage, plus any adjustments associated with the reconciliation of Production Volumes as outlined in Section 12 of these General Terms and Conditions and/or the reconciliation of monthly volumes as outlined in Section 19.

Daily Pool Requirement -- the total quantity of gas required to serve all Customers of Supplier's Pool and support Supplier's On-System Storage injections on any Day. This quantity is equal to the sum of the Aggregate Daily Consumption Volume and Supplier Allocation Volume and Storage Volume injections as confirmed by East Ohio.

Day -- a 24-hour period beginning at 10:00 a.m. Eastern Time or other such time as specified by East Ohio.

Delivery Point -- the billing determinant for the application of customer charges represented by the meter location at which gas is redelivered by East Ohio to the Customer.

EBB -- East Ohio's Electronic Bulletin Board.

ECPS -- Energy Choice Pooling Service.

ECTS -- Energy Choice Transportation Service rate schedule.

FERC -- the Federal Energy Regulatory Commission.

FRPS -- Full Requirements Pooling Service.

Human Needs Customer -- any Customer that uses natural gas for heating a residence, or a governmental agency or other entity that provides emergency or life support services. Human Needs Customers include hospitals, nursing homes, and residential correctional institutions, and exclude hotels, motels and non-residential educational facilities.

Imbalance Trading Volume -- the volume of gas traded to or received from another Supplier on any Day under the terms specified herein.

LPPS -- Local Production Pooling Service.

LVECTS -- Large Volume Energy Choice Transportation Service rate schedule.

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C. Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATAJeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

Maximum Daily Allocation Quantity -- the maximum quantity of gas that may be allocated by Supplier for delivery by East Ohio to all Customers on any Day as determined by East Ohio.

Mcf -- one thousand (1,000) cubic feet of gas in its natural state having a gross heating value of not less than 1,000 British thermal units per cubic foot at 14.73 PSIA, 60 degrees Fahrenheit.

Measurement Operating Agreement -- an agreement in which a producer assumes ownership, maintenance, and measurement responsibility for low flow production meters.

Formatted: Underline

MMBtu -- one million (1,000,000) British Thermal Units.

OAC -- Ohio Administrative Code.

OFO -- Operational Flow Order issued by East Ohio.

On-System Storage -- proprietary on-system storage owned and operated by East Ohio.

Pool -- Supplier's ECPS aggregation account on East Ohio's system established under this Agreement.

Pool-to-Pool Volume -- the volume of gas actually delivered to Supplier's Pool on any Day from Supplier's LPPS account or from the ECPS aggregation account of another Supplier.

Primary Firm Transportation -- firm transportation service of Upstream Pipelines rendered pursuant to service agreements between East Ohio and Upstream Pipelines with specified primary receipt and delivery points.

Production Receipt Point(s) -- the meter(s) or measuring station(s), as specified by Supplier and accepted by East Ohio, at which Ohio produced gas is delivered into East Ohio's system for Supplier's account.

Production Volume -- the volume of gas actually delivered for Supplier's account into East Ohio's system on any Day at the Production Receipt Points.

PSIA -- pounds per square inch, absolute.

PUCO -- the Public Utilities Commission of Ohio.

SBS -- the Special Billing System used to generate bills for high-pressure End Use Customers.

Storage Demand -- the maximum quantity of gas which Supplier shall be entitled to nominate for withdrawal on a firm basis from On-System Storage on any Day. This quantity is subject to adjustment as outlined in Section 13 of these General Terms and Conditions.

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C. Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA

Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**SUPPLY SOURCES AND CAPACITY ASSIGNMENT****3. SOURCES OF SUPPLY AND CAPACITY**

- 3.1 Subject to the terms and conditions of the Agreement, East Ohio agrees to receive, for Supplier's account, Transportation Volumes (including Contract Storage), Production Volumes, Storage Volumes and/or Pool-to-Pool Volumes.
- 3.2 In determining Daily Available Volumes, Transportation Volumes and Production Volumes shall be adjusted by an appropriate Unaccounted-for Gas Percentage as they are received by East Ohio. For purposes of determining On-System Storage inventory volumes, this Unaccounted-for Gas Percentage shall be deemed to have been applied to volumes nominated for injection into On-System Storage.
- 3.3 Supplier must hold sufficient supply and/or capacity rights to meet 91.75% of its End Use Customers' design day requirements for the November through March period. Supplier may obtain such rights from East Ohio or secure Comparable Capacity from another source. East Ohio shall assign On-System Storage capacity to Supplier based on the pro rata share of such storage allocable to Supplier's End Use Customers. Such On-System Storage shall be deemed comparable for purposes of assessing Supplier's supply and/or capacity rights. Supplier may request additional supply and/or capacity rights from East Ohio which can be used to satisfy some or all of the Comparable Capacity requirement. If Supplier secures supply and/or capacity rights from another source to satisfy the Comparable Capacity requirement, East Ohio shall have the right to review those terms of Supplier's agreement(s) with the other source(s) necessary to assure the reliability of those rights.
- 3.4 The priority of service for the Comparable Capacity shall be no less than that required by East Ohio for the purpose of serving its Core Sales Demand. The primary delivery point of the Comparable Capacity used to deliver Transportation Volumes (including Contract Storage) shall be at East Ohio's interconnection with the Upstream Pipeline(s). Production Volumes may be used to satisfy some or all of the Comparable Capacity requirement. The adequacy of design day coverage shall be determined by the ability of the Supplier to meet the estimated design day requirements of its End Use Customers.

4. ASSIGNMENT OF UPSTREAM CAPACITY

- 4.1 Subject to Section 4.3 of these General Terms and Conditions, Upstream Pipeline Primary Firm Transportation capacity not needed for operational balancing

Deleted: XXXX

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA
Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

purposes shall be made available by East Ohio on a pro rata basis. The assignment shall be structured as a release of capacity at the full maximum rates paid by East Ohio. The standard term of the release shall be through the earlier of March 31, 2010, or the termination date of the contract(s) between East Ohio and the Upstream Pipeline as adjusted for any seasonal or annual variations in the capacity rights provided by such contract(s). East Ohio shall retain all rights of first refusal that accompany such capacity upon contract termination. Supplier may request alternate arrangements which East Ohio shall evaluate in terms of the potential impact on reliability and stranded costs. In the event that any such capacity remains unreleased after first being made available to Suppliers on a voluntary basis, Supplier shall be required to accept a pro rata release of such capacity.

- 4.2 In order to ensure adequate deliveries into East Ohio's Ashtabula market area, Suppliers shall be obligated to accept a release of the associated Tennessee Gas Pipeline ("Tennessee") and corresponding downstream Dominion Transmission, Inc. ("DTI") capacity needed to serve that area on a pro rata basis. The amount of Tennessee and corresponding downstream DTI capacity to be released will be adjusted each Summer and Winter Period or monthly in the case of material changes in pro rata market shares. If the pro rata amount of capacity that would be released to the Supplier is de minimus, East Ohio shall not require Supplier to accept the release. Because Tennessee deliveries to the Cochranton, Pennsylvania interconnection must be delivered to East Ohio through DTI, only the DTI portion of the release shall count towards the Supplier's comparable capacity requirement.

- 4.3 Notwithstanding any other provision of these General Terms and Conditions, Suppliers serving any Customers in the Ashtabula Area that initiate or increase consumption after Upstream Pipeline facilities of RH energytrans, LLC or its successor companies ("the Risberg Line") are placed into service are required to accept a release of firm transportation capacity on the Risberg Line based on East Ohio's estimate of their incremental peak day usage. In the event Supplier does not accept such capacity and utilize it to serve Customers' incremental load in the Ashtabula Area, East Ohio shall have no obligation to serve such load and may remove the Customers from Supplier's Pool.

- 4.4 The Primary Firm Transportation capacity released pursuant to Paragraphs 4.1, 4.2, and 4.3 shall be recallable in the event of a material decrease in Supplier's Energy Choice market share or upon Supplier's failure to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24). If Supplier's End Use

Deleted: 3

Deleted: XXXX

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA
Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

Customers return to system supply, East Ohio shall have the right to recall such Primary Firm Transportation capacity released pursuant to Paragraph 4.1 as may be needed to meet the estimated design day requirements of the returning End Use Customers.

4.5 Contract Storage capacity and related storage demand/deliverability not needed for operational balancing purposes shall be made available by East Ohio on a pro rata basis. The assignment shall be structured as a release of capacity at the full maximum rates paid by East Ohio. The standard term of the release shall be through the earlier of March 31, 2010 or the termination date of the contract(s) between East Ohio and the Upstream Pipeline as adjusted for any seasonal or annual variations in the capacity rights provided by such contract(s). East Ohio shall retain all rights of first refusal that accompany such capacity upon contract termination. Supplier may request alternate arrangements which East Ohio shall evaluate in terms of the potential impact on reliability and stranded costs. In the event that any such capacity remains unreleased after first being made available to Suppliers on a voluntary basis, Supplier shall be required to accept a pro rata release of such capacity.

Deleted: 4

4.6 The Contract Storage capacity released pursuant to Paragraph 4.5 shall be recallable in the event of a material decrease in Supplier's Energy Choice market share or upon Supplier's failure to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24). If Supplier's End Use Customers return to system supply, East Ohio shall have the right to recall such Contract Storage capacity released pursuant to Paragraph 4.5 as may be needed to meet the estimated design day requirements of the returning End Use Customers. If East Ohio recalls such capacity, it shall purchase the associated amount of Supplier's Contract Storage inventory in place. The purchase price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (The McGraw-Hill Companies, Inc.) for Dominion Transmission Inc. Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase takes place.

Deleted: 5

Deleted: 4

4.7 Supplier's failure to accept a required release of Upstream Capacity or pay Upstream Pipeline for any Firm Transportation or Contract Storage capacity released pursuant to this Section may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2).

Deleted: 6

Deleted: 2(J)

Deleted: 12(J)

Deleted: XXXX

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA
Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- 4.8 The capacity released pursuant to Section 4 may be revised in the event of a material change in a Supplier's aggregate Customer demand. Any recalled capacity shall be made available to all Standard Service Offer, Standard Choice Offer and Energy Choice suppliers pursuant to the provisions set forth elsewhere in Section 4.

Deleted: 7

Deleted: s 4.3 and 4.5

5. ASSIGNMENT OF ON-SYSTEM STORAGE CAPACITY

Formatted: Space After: 12 pt, Keep with next

- 5.1 On-System Storage capacity and related storage demand/deliverability shall be assigned to the Supplier based on the pro rata share of such storage allocable to Supplier's End Use Customers. The costs associated with such capacity shall be recovered in the volumetric rates paid by End Use Customers under the ECTS and LVECTS rate schedules and shall not be the direct responsibility of the Supplier. The initial assignment shall commence the first month in which the Supplier renders commodity service to the End Use Customer and shall terminate the last month in which the Supplier renders commodity service to the End Use Customer on whose behalf the capacity had been assigned.
- 5.2 Supplier shall comply with the Summer Period storage injection schedule set forth in paragraph 13.8 of these General Terms and Conditions. Compliance may be achieved by: (1) modified On-System Storage injections and/or (2) On-System Storage inventory transfers to and from storage accounts of other Suppliers. East Ohio shall use its best efforts to accommodate Supplier requests for over-injections above the firm injection rights specified in Section 13 of these General Terms and Conditions. East Ohio shall accommodate Supplier's On-System Storage inventory transfer requests to the extent permitted under the respective pooling and storage service provisions. If, notwithstanding its best efforts, Supplier is unable to attain the specified On-System Storage inventory levels, Supplier shall purchase from or sell to East Ohio On-System Storage volumes in place in an amount necessary to attain such inventory. East Ohio may, at its option, purchase or sell volumes above the minimum level needed to achieve compliance if requested by Supplier, or if needed to meet operational requirements. The transfer price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (The McGraw-Hill Companies, Inc.) for Dominion Transmission Inc. Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase or sale takes place plus the 100% load factor cost of transportation on Dominion Energy Transmission Inc. to East Ohio's city gate. Such price shall be adjusted by the Unaccounted-for Gas Percentage, the conversion to Mcf pursuant to Paragraph 7.2 of these General Terms and Conditions, and associated excise tax if applicable. On-System Storage volumes purchased from East Ohio shall be

Deleted: XXXX

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA
Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

credited to Supplier's inventory for nomination purposes only. Title and possession shall remain with East Ohio until payment for such purchase is received from Supplier, at which time title and possession shall transfer to Supplier.

- 5.3 Supplier shall attain a first of month On-System Storage inventory level consistent with the ranges set forth in Paragraph 13.12 of these General Terms and Conditions. Supplier may achieve such a level by (1) On-System Storage inventory transfers to and from storage accounts of other Suppliers or (2) a purchase from or sale to East Ohio of On-System Storage volumes in place in an amount necessary to attain such inventory. East Ohio may, at its option, purchase or sell volumes above the minimum level needed to achieve compliance if requested by Supplier, or if needed to meet operational requirements. The transfer price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (The McGraw-Hill Companies, Inc.) for Dominion Transmission Inc. Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase or sale takes place plus the 100% load factor cost of transportation on Dominion Energy Transmission Inc. to East Ohio's city gate. Such price shall be adjusted by the Unaccounted-for Gas Percentage, the conversion to Mcf pursuant to Paragraph 7.2 of these General Terms and Conditions, and associated excise tax if applicable. On-System Storage volumes purchased from East Ohio shall be credited to Supplier's inventory for nomination purposes only. Title and possession shall remain with East Ohio until payment for such purchase is received from Supplier, at which time title and possession shall transfer to Supplier.
- 5.4 The On-System Storage assignment made pursuant to Paragraph 5.1 shall be withdrawn only under the following circumstances: (1) the End Use Customer on whose behalf the capacity has been assigned is no longer served by the Supplier or (2) the Supplier has failed to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24).

6. ASSESSMENT OF SUPPLY AND CAPACITY

- 6.1 East Ohio shall assess the sufficiency of Supplier's supply and/or capacity rights on a monthly basis during the November through March period. If East Ohio adopts enrollment procedures that permit intra-month changes in the number of Customers served by Supplier, East Ohio may update its assessment during the month. If such assessment indicates that Supplier's rights are deficient relative to

Deleted: XXXX

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA
Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

91.75% of its End Use Customers' design day requirements for the following month, East Ohio shall notify Supplier, which shall then correct the deficiency within ten business days. East Ohio may also require Supplier to submit a capacity and supply plan for the remainder of the November through March period in order to determine whether Supplier's plan and capabilities are sufficient to meet future Customer requirements. Supplier's failure to correct any deficiencies may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-~~13(F)~~ and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-~~13(F)(2)~~. In the event such deficiency remains uncorrected, East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.

Deleted: 12(J)

Deleted: 12(J)

- 6.2 The capacity retained by East Ohio for operational balancing purposes shall be comprised of 75% Contract Storage capacity and 25% On-System Storage capacity. East Ohio shall review annually the amount and composition of its operational balancing capacity. If such review indicates that this designated amount and/or composition of operational balancing is not required to maintain system integrity, the amount and/or composition may be modified after review by the PUCO Staff.

UPSTREAM PIPELINE VOLUMES**7. TRANSPORTATION RECEIPT POINTS**

- 7.1 All Transportation Volumes shall be measured at Transportation Receipt Points specified by Supplier and accepted by East Ohio in accordance with the terms of East Ohio's agreement with the Upstream Pipeline. Such measurement shall be conclusive for purposes of the Agreement.
- 7.2 When Transportation Volumes are received by East Ohio on an MMBtu basis, East Ohio will make a heat content adjustment in order to convert Supplier's Transportation Volumes to an Mcf basis. For each calendar year, East Ohio will calculate the weighted average heat content of all such gas delivered to East Ohio during this period (the "Heat Content Adjustment Factor"). This Heat Content Adjustment Factor, expressed as MMBtu per Mcf, will be used to adjust all Transportation Volumes received during the following twelve (12) month period commencing on April 1, unless East Ohio and Supplier agree in writing to an alternative Heat Content Adjustment Factor. East Ohio shall review annually the use of a system-wide Heat Content Adjustment Factor. If such a review indicates

Deleted: XXXX

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-~~0820~~-GA-ATA
Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

that area or point-specific Heat Content Adjustment Factors are required, East Ohio may implement them after review by the PUCO staff.

- 7.3 Transportation Volumes received by East Ohio at Transportation Receipt Points shall conform to Upstream Pipeline's gas quality standards, unless such standards have not been filed with, and approved by, either the FERC or the PUCO, in which case Transportation Volumes must conform to the gas quality standards of East Ohio in effect at the time.
- 7.4 East Ohio shall use its best efforts to receive Transportation Volumes for Supplier's account, unless Supplier has made an election pursuant to Section 9 of these General Terms and Conditions.

8. NOMINATION OF TRANSPORTATION VOLUMES

- 8.1 All Transportation Volumes received for Supplier's account at Transportation Receipt Points shall be nominated to East Ohio in advance according to the procedures outlined in this Section.
- 8.2 Nominations are to be transmitted to East Ohio via East Ohio's EBB and are to be received by East Ohio by the dates and times specified in East Ohio's calendar of nominations, as amended from time to time, which is available on East Ohio's EBB.
- 8.3 Nominations must conform, in content and format, with East Ohio's specifications for Transportation Volume nominations, which shall include, at a minimum: Supplier's East Ohio contract number; Upstream Pipeline; Upstream Pipeline contract number; and requested daily Transportation Volume.
- 8.4 East Ohio will either confirm, in total or in part, or reject Supplier's Transportation Volume nomination based upon East Ohio's operating conditions, the limits and requirements of East Ohio's system and facilities, previously confirmed nominations and timely confirmation by Upstream Pipelines. Confirmed Transportation Volumes will be posted on East Ohio's EBB. In order to support system operations, maintain system integrity, and minimize Positive or Negative Imbalance Volumes, East Ohio may request Supplier to nominate and deliver Transportation Volumes to designated Transportation Receipt Points. Such requests shall be posted in advance on East Ohio's EBB. If, in East Ohio's sole discretion, voluntary compliance by Suppliers fails to correct operational deficiencies, East Ohio may exercise its authority under Paragraph 21.1 to issue Supplier-specific and/or system-wide OFOs.

Deleted: XXXX

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA
Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- 8.5 Confirmed nominations will become effective on the date specified in Supplier's nomination and will remain in force until the last day of the current calendar month, subject to continued receipt by East Ohio from Upstream Pipeline of the confirmed volume, unless superseded by a subsequent Transportation Volume nomination.
- 8.6 Nominations made in accordance with this Section do not relieve Supplier of the obligation to submit corresponding nominations for service with an Upstream Pipeline.

9. FIRM RECEIPT POINT OPTION

- 9.1 Supplier may elect to designate specific Transportation Receipt Points as firm receipt points. Each such firm receipt point, and the corresponding maximum daily transportation quantity for each such firm receipt point, shall be specified in a separate agreement. The sum of the maximum daily transportation quantities for all firm receipt points shall not exceed the total Maximum Daily Allocation Quantity specified in the Agreement.
- 9.2 Access to any receipt points on East Ohio's system, as to which an election pursuant to Paragraph 9.1 above has not been made, shall be on a best efforts basis.
- 9.3 Supplier making an election pursuant to Paragraph 9.1 above shall be assessed a firm receipt point surcharge; the actual amount of the surcharge shall be determined through competitive bidding with minimum bid amounts to be determined by East Ohio.

Deleted: XXXX

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA
Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

accordance with reasonable and standard industry practice based on operating conditions. Failure to comply with a Storage OFO may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2). Such failure may also result in East Ohio, at its sole discretion and in accordance with reasonable and standard industry practice, reducing Supplier's Storage Demand levels by up to 50% for the remainder of the Winter Period.

Deleted: 12(J)

Deleted: 12(J)

- 13.14 Supplier shall nominate volumes for withdrawal from On-System Storage so as to completely withdraw its Cumulative Storage Injection Volume and any volumes re-injected pursuant to Paragraph 13.13 not later than March 31. Any volumes remaining in On-System Storage as of that date may be purchased by East Ohio pursuant to the terms of Paragraph 18.1 of these General Terms and Conditions and will be subject to the reservation, injection and withdrawal fees of optional firm storage service.

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C. Miller

Issued: Effective: Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATAJeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

18.2 Supplier's failure to provide cumulative Daily Available Volumes plus Imbalance Trading Volumes equal to at least 90% of cumulative Daily Pool Requirements over a month may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Paragraphs 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.

Deleted: 12(J)

Deleted: 12(J)

18.3 Supplier's failure to provide Daily Available Volumes plus Imbalance Trading Volumes equal to at least 80% of Daily Pool Requirements for five or more days in a month may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.

Deleted: 12(J)

Deleted: 12(J)

18.4 In the event Supplier informs East Ohio, or East Ohio otherwise becomes aware, that Supplier does not intend to perform its obligations under the Agreement, or in the event East Ohio determines that Supplier no longer has the Upstream Pipeline or Storage capacity, inventory or gas supply necessary to perform such obligations, East Ohio may deem such conditions to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.

Deleted: 12(J)

Deleted: 12(J)

19. RECONCILIATION OF MONTHLY VOLUMES

19.1 The Calendar Month Pool Sendout of all Customers of Supplier's Pool shall be defined as the sum of (1) Aggregate Monthly Consumption Volumes as adjusted for net unbilled volumes plus (2) the sum of the Supplier Allocation Volumes nominated for the month plus (3) the sum of Imbalance Trading Volumes traded to other Suppliers during the month plus (4) the sum of Storage Volumes injected during the month. Net unbilled volumes for CCS Energy Choice Customers shall be calculated in the same manner used for CCS sales customers to estimate their

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATAJeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

The maximum amount that the Supplier shall pay pursuant to Paragraph 21.1(b) over any Winter Season shall be twelve months' demand charges multiplied by the maximum OFO shortfall experienced during that Winter Season;

- (c) the payment of all other charges, inclusive of storage and overrun costs, incurred by East Ohio on the date of the OFO shortfall; and
 - (d) associated excise tax.
 - (e) East Ohio shall credit all payments received for charges billed pursuant to this section to costs recovered through Transportation Migration Rider, Part B.
- 21.2 Supplier's failure to comply with an OFO may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier unless already recalled under the provisions of Paragraph 21.1.
- 21.3 Suppliers in compliance with an OFO shall not be subject to any incremental charges or costs.

Deleted: 12(J)

Deleted: 12(J)

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATAJeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**SUPPLIER BILLING AND CREDITWORTHINESS****22. STATEMENT**

- 22.1 Each calendar month East Ohio shall render a statement of account to Supplier, summarizing and providing information necessary to calculate charges due East Ohio under the Agreement, including any purchases by East Ohio pursuant to Paragraphs 4.5, 5.2, 5.3 and 18.1 of these General Terms and Conditions.
- 22.2 Charges previously billed to Supplier by East Ohio, but unpaid by the payment date specified by East Ohio, will be assessed a late payment charge of one and one-half percent (1.5%) per month on the unpaid balance.
- 22.3 If Supplier fails to pay East Ohio for any services or charges rendered under the Agreement within thirty (30) days of the statement date, East Ohio may deduct this unpaid amount from any payments accruing to Supplier under the Agreement or use Supplier's assets associated with the Agreement including, but not limited to, any and all of the Collateral as defined in Paragraph 23.15.
- 22.4 If Supplier fails to pay East Ohio for any services or charges rendered under the Agreement within forty five (45) days of the statement date, East Ohio may deem such failure to be a material default within the meaning of OAC Rule 4901:1-27-~~13(F)~~ and may request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-~~13(F)~~(2).

Deleted: 12(J)

Deleted: 12(J)

23. CREDITWORTHINESS**CREDIT EVALUATION (Paragraphs 23.1 – 23.14)**

- 23.1 East Ohio shall not commence service or continue service to Supplier if Supplier fails to meet the creditworthiness criteria outlined in this Section. Such creditworthiness criteria shall not be used to discriminate on any basis other than as specified herein. A fee of \$50.00 shall be assessed to Supplier for the initial and each subsequent creditworthiness review performed by East Ohio. East Ohio shall apply consistent evaluative practices to determine the acceptability of Supplier's overall financial condition, working capital, and profitability trends.
- 23.2 In order for East Ohio to complete its financial evaluation, Supplier shall provide East Ohio the following information: 1) most recent audited financial statements for itself or its parent company; 2) most recent Annual Report, 10K or 10Q for

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATAJeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- 23.8 If any of the events or actions described in Paragraphs 23.5, 23.6, and 23.7 above shall be initiated or imposed during the terms of service under the Agreement, Supplier shall provide notification thereof to East Ohio within two (2) working days of any such initiated or imposed event or action.
- 23.9 If Supplier has an ongoing business relationship with East Ohio, no delinquent balances shall be consistently outstanding for billings made previously by East Ohio and Supplier shall have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- 23.10 In order to assure that the value of Supplier's financial security instruments remains proportional to Supplier's potential liability under the Agreement, the required dollar amounts of such instruments may be adjusted at the sole discretion of East Ohio, in circumstances including, but not limited to, a change in the level of unsecured credit, if any, determined by East Ohio or a change in amount of required collateral in accordance with paragraph 23.20. In the event East Ohio determines that additional security is required, East Ohio will notify the Supplier of its determination, including the grounds for that determination, and will inform the Supplier that it shall either provide financial security as required by East Ohio within five (5) business days or adjust its current and future participation to a level no greater than East Ohio's revised requirements. Supplier's failure to adjust accordingly may result in East Ohio limiting the enrollment of additional Customers in Supplier's pool and/or deeming such failure to be a material default within the meaning of OAC Rule 4901:1-27-13(F), and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2).
- 23.11 Supplier shall inform East Ohio of any significant change in Supplier's current financial condition. The required dollar amounts of financial security instruments may also be adjusted at the sole discretion of East Ohio based upon Supplier's demonstrated ability or inability to pay promptly.
- 23.12 In order for East Ohio to remain fully informed on participating Suppliers, Supplier shall serve East Ohio with its Annual Report to the Commission coincident with timing of its filing with the PUCO, and any other information provided to the PUCO pursuant to OAC Chapter 4901:1-27.
- 23.13 In the event of a Supplier Default as defined in Section 26 of these General Terms and Conditions, East Ohio shall have the right to use the proceeds from Supplier's financial instrument(s) to satisfy Supplier's obligations under the Agreement and any outstanding claims that East Ohio may have against Supplier. Such proceeds may also be used to secure additional gas supplies, including payment of the costs

Deleted: 12(J)

Deleted: 12(J)

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATAJeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**STANDARDS OF CONDUCT****24. STANDARDS OF CONDUCT****SUPPLIER STANDARDS OF CONDUCT**

24.1 In addition to meeting the financial requirements outlined in Section 23 above, Supplier shall be certified by the PUCO in accordance with the PUCO's requirements for Certification of Governmental Aggregators and Retail Natural Gas Suppliers as set forth in OAC Chapter 4901:1-27. East Ohio shall make copies of OAC Chapter 4901:1-27 available upon request.

Deleted: Minimum R

Deleted: Competitive

Deleted: Service Certification

24.2 Supplier shall conduct its activities consistent with the PUCO's Minimum Service Standards for Competitive Retail Natural Gas Service as set forth in OAC Chapter 4901:1-29, which are incorporated herein by reference. East Ohio shall make copies of OAC Chapter 4901:1-29 available upon request. Supplier's failure to comply with such requirements may be grounds for suspension or rescission of its certification as set forth in OAC Rule 4901:1-27-13(E) and may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) for which East Ohio could request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2).

Deleted: Requirements

Deleted: deemed to be a material default within the meaning of

Deleted: 12(J)

Deleted: grounds

Deleted: ing

Deleted: 12(J)

24.3 Supplier shall cooperate with East Ohio in connection with any Customer issues concerning competitive retail natural gas service that involve both East Ohio and Supplier or governmental aggregator.

EAST OHIO STANDARDS OF CONDUCT

- 24.4 (a) East Ohio shall apply tariffs in a nondiscriminatory manner.
- (b) East Ohio shall enforce the tariffs in a nondiscriminatory manner.
- (c) East Ohio shall not give any Supplier, including its marketing affiliate, or Customers of any Supplier, including its affiliate, preference over any other Suppliers or Customers. For purposes of East Ohio's firm transportation program, any ancillary service provided by East Ohio that is not tariffed (e.g., billing and envelope service), shall be priced uniformly for affiliated and nonaffiliated companies and available to all equally.

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C. Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA

Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- (d) East Ohio shall process all similar requests for transportation in the same manner and within the same approximate period of time.
- (e) East Ohio shall not disclose to anyone, other than an East Ohio employee, any information regarding an existing or proposed gas transportation arrangement, unless authorized by the End Use Customer.
- (f) If a Customer requests information about Suppliers, East Ohio shall provide a list of all Suppliers operating on its system, but shall not endorse any Supplier nor indicate that any Supplier will receive preference because of a corporate relationship.
- (g) East Ohio shall, to the extent practicable, separate the activities of its operating employees from its affiliate marketing employees in all areas where their failure to maintain independent operations may have the effect of harming Customers or unfairly disadvantaging unaffiliated Suppliers under East Ohio's transportation programs.
- (h) East Ohio shall not condition or tie its agreements to gas supply or for the release of interstate pipeline capacity to any agreement by a Supplier, Customer, or third party in which its marketing affiliate is involved.
- (i) East Ohio and its marketing affiliate shall keep separate books of accounts and records.
- (j) Neither East Ohio nor its marketing affiliate shall communicate the idea that any advantage might accrue in the use of the East Ohio's service as a result of dealing with any Supplier, including its marketing affiliate.
- (k) East Ohio's name and logo shall not be used in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where East Ohio's name and logo appears, that its marketing affiliate is not the same company as East Ohio. East Ohio shall not participate in exclusive joint activities with any Supplier, including its marketing affiliate, including advertising, marketing, sales calls or joint proposals to any existing or potential Customers.
- (l) East Ohio shall establish a complaint procedure for issues concerning compliance with these standards of conduct. All complaints, whether written or oral, shall be referred to East Ohio's designated attorney. The designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The designated attorney shall prepare a written

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA

Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

statement of the complaint, which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. The designated attorney shall communicate the results of the preliminary investigation, including a description of any course of action which was taken, to the complainant in writing within thirty (30) days after the complaint was received. The designated attorney shall keep a file with all such complaint statements for a period of not less than three years.

- 24.5 East Ohio shall render a bill to End Use Customers for distribution service rendered under the ECTS-R, ECTS-NR and LVECTS rates schedules. Pursuant to a separate Billing Agreement, Supplier shall have the option of East Ohio rendering a combined bill to End Use Customers for both distribution and commodity service, or Supplier may bill for its services independently. All customer bills issued by East Ohio and related payments shall be handled in accordance with OAC Rule 4901:1-13-11 except for 4901:1-13-11(G)(2) for which a waiver was granted. Customer bills issued by Supplier and related payments shall be handled in accordance with OAC Rule 4901:1-29-12.

Deleted: 29-12

Deleted: 29-12(F)

- 24.6 East Ohio shall conduct its activities consistent with its tariff governing its Energy Choice Transportation program and the applicable PUCO rules governing natural gas governmental aggregations and minimum service requirements for competitive natural gas service for which it has not been granted waivers.

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA

Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**SUPPLIER DEFAULT****26. CONDITIONS OF SUPPLIER DEFAULT**

26.1 Supplier's failure to accept a required release of Upstream Pipeline capacity or pay Upstream Pipeline for any Firm Transportation or Contract Storage capacity released pursuant to Section 4 of these General Terms and Conditions.

26.2 Supplier's failure to correct a deficiency of Supplier's comparable supply and/or capacity rights pursuant to Section 6 of these General Terms and Conditions.

26.3 Supplier's failure to accept or utilize the capacity released in accordance with Section 4.3 of these General Terms and Conditions.

26.4 Supplier's failure to comply with an On-System Storage OFO pursuant to Section 13 of these General Terms and Conditions.

Deleted: 3

26.5 Supplier's failure to provide cumulative Daily Available Volumes plus Imbalance Trading Volumes equal to at least 90% of cumulative Daily Pool Requirements over a given month pursuant to Section 18 of these General Terms and Conditions.

Deleted: 4

26.6 Supplier's failure to provide Daily Available Volumes plus Imbalance Trading Volumes equal to at least 80% of Daily Pool Requirements for five or more days in a given month pursuant to Section 18 of these General Terms and Conditions.

Deleted: 5

26.7 Supplier informs East Ohio, or East Ohio otherwise becomes aware, that Supplier does not intend to perform its obligations under the Agreement, or East Ohio determines that Supplier no longer has the Upstream Pipeline or Storage capacity, inventory or gas supply necessary to perform Supplier's obligations as described in Section 18 of these General Terms and Conditions.

Deleted: 6

26.8 Supplier's failure to comply with an OFO pursuant to Section 21 of these General Terms and Conditions.

Deleted: 7

26.9 Supplier's failure to pay to East Ohio amounts due under the Agreement pursuant to Section 22 of these General Terms and Conditions.

Deleted: 8

26.10 Supplier's failure to meet and/or maintain creditworthiness requirements pursuant to Section 23 of these General Terms and Conditions.

Deleted: 9

Deleted: XXXX

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA
Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

26.11 Supplier's voluntary filing of a bankruptcy petition, or the filing of an involuntary bankruptcy petition by Supplier's creditors as set forth in Section 23 these General Terms and Conditions.

Deleted: 0

26.12 Supplier's failure to comply with the requirements of the Supplier's Code of Conduct as set forth in Section 24 of these General Terms and Conditions.

Deleted: 1

26.13 To the extent not specifically identified above, Supplier's failure to perform, to a material extent, any of the obligations imposed upon it under the Agreement.

Deleted: 2

27. REMEDIES

27.1 Supplier may remedy defaults as provided for in OAC Rule 4901:1-27-13(F)(1). Otherwise, the default(s) may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2).

Deleted: 12(J)

Deleted: 12(J)

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C Miller

Issued:

Effective:

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA

Jeffrey A. Murphy, Vice President and General Manager

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**MISCELLANEOUS TERMS AND CONDITIONS****28. OBLIGATIONS**

- 28.1 Supplier shall be deemed to be in control and possession of the gas received by East Ohio for Supplier's account, until it shall have been delivered to and accepted by East Ohio at the Transportation Receipt Point(s) or the Production Receipt Point(s), as applicable, after which East Ohio shall be deemed to be in control, but not possession, of the gas until the gas is allocated to Supplier's Customers.
- 28.2 The Supplier warrants the title to all volumes received by East Ohio for Supplier's account, as applicable, and shall indemnify East Ohio for, and save East Ohio harmless from, all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or attributable to the adverse claims of any and all other persons or parties to the gas received by East Ohio, provided, however, that if any person or party makes claim to any gas received by East Ohio adverse to Supplier's claim of ownership of the gas, or obtains a lien or encumbrance against the gas, East Ohio may withhold payment, if any may be due, for such gas until such adverse claim or lien is released or disposed of by the parties by final court action and may pay such withheld amount(s) to the party entitled to payment, unless the Supplier posts a bond in an amount and on terms satisfactory to East Ohio to protect and indemnify East Ohio against such adverse claim or lien.

29. FORCE MAJEURE

- 29.1 The term "Force Majeure," as used herein, and as applied to East Ohio or Supplier, shall mean acts of law, including governmental bodies acting pursuant to law, acts of God, strikes, lockouts or other labor disturbances, acts of a public enemy, war, blockades, insurrections, riots, epidemics, lightning, fires, floods, washouts, arrests, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, or any other cause, whether of the kind enumerated or otherwise, not reasonably within the control of the affected party. The settlement of strikes, lockouts or labor disturbances by acceding to the demands of an opposing party when such course is inadvisable is at the discretion or judgment of the affected party.
- 29.2 In the event East Ohio or Supplier is rendered unable, wholly or in part, by Force Majeure to carry out its obligations other than the obligation to make payment of amounts accrued and due under the Agreement, and after notice of the Force

Deleted: June 6, 2013

Deleted: June 6, 2013

Deleted: 12-3088

Deleted: Scott C. Miller

Issued: _____

Effective: _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. 17-0820-GA-ATA

Jeffrey A. Murphy, Vice President and General Manager

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/27/2017 2:56:50 PM

in

Case No(s). 17-0820-GA-ATA

Summary: Text Supplemental Application for Approval of Precedent Agreement and Request for Expedited Treatment (Public Version) electronically filed by Ms. Rebekah J. Glover on behalf of The East Ohio Gas Company d/b/a Dominion Energy Ohio