

**FILE**

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October 8, 2008

Reneé J. Jenkins  
Director of Administration  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13th Floor  
Columbus, Ohio 43215

RECEIVED-DOCKETING DIV  
2008 OCT -8 AM 11:50  
PUCO

Re: Case Nos. 07-829-GA-AIR; 07-830-GA-ALT; 07-831-GA-AAM; 08-169-GA-AAL;  
06-1453-GA-UNC

Dear Ms. Jenkins:

Pursuant to Paragraph 4 of the Stipulation and Recommendation filed in the above-captioned proceeding on August 22, 2008 ("Stipulation"), enclosed for filing are revised forms of proposed tariffs for The East Gas Company d/b/a Dominion East Ohio ("DEO").

DEO filed a complete set of tariffs in this docket on September 8, 2008. It did so in accordance with the Stipulation to enable the parties to review and comment upon the tariffs. DEO has received feedback from other parties, including Staff and the Office of the Ohio Consumers' Counsel, and their comments and suggestions have been incorporated in the enclosed tariffs. Given the review that has already taken place, DEO anticipates that these tariffs will be substantially identical to the final compliance tariffs that will be filed with approved rates and appropriate effective dates inserted if the final order does not require alteration of the terms and conditions contained therein. As a result, DEO believes these tariffs may be approved as filed, subject to final approved rates and any modifications ordered, and with the addition of effective dates and other conforming items. Accordingly, DEO requests that the final order in this proceeding approve the enclosed tariffs, subject to a compliance filing.

The enclosed tariffs supersede those filed on September 8, 2008:

1. Table of Contents
2. List of Communities Served by County
3. General Sales Service (GSS)
4. Large Volume General Sales Service (LVGSS)
5. Energy Choice Transportation Service (ECTS)
6. Large Volume Energy Choice Transportation Service (LVECTS)
7. General Transportation Service (GTS)
8. Transportation Service for Schools (TSS)
9. Daily Transportation Service (DTS)

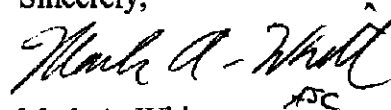
Reneé J. Jenkins  
October 8, 2008  
Page 2

10. Firm Storage Service (FSS)
11. Standby Service Rate Schedule
12. Standard Service Offer Gas Cost Rate
13. Gross Receipts Tax Rider/Excise Tax Rider
14. Transportation Migration Rider – Part B
15. Transportation Surcredit Rider
16. AMR Cost Recovery Charge
17. Pipeline Infrastructure Replacement (PIR) Cost Recovery Charge
18. Demand Side Management Rider
19. Rules and Regulations
20. General Terms and Conditions of Transportation Service
21. Service Agreement, Energy Choice Pooling Service
22. Billing Agreement – Option 2

In addition to reflecting the comments of OCC and Staff, the enclosed tariffs also reflect (1) additions by DEO to clarify certain provisions, (2) amended rates to reflect properly the application of the gross receipts tax (“GRT”) rider, and (3) inclusion of a Demand Side Management Rider as provided in Paragraph 3.C. of the aforementioned Stipulation and Recommendation. (As part of its compliance filing in this proceeding, DEO will also refile its UEX and Transportation Migration Part B riders to remove the portion of those riders that reflect a GRT gross-up.) The enclosure represents a complete set of tariffs, although some of the sheets remain unchanged from those filed on September 8, 2008.

As indicated above, DEO will file final compliance tariffs pursuant to the final orders issued in these proceedings. Please call me if there are any questions.

Sincerely,



Mark A. Whitt

Enclosures

cc: Christine T. Pirik, Esq.  
Scott E. Farkas, Esq.  
Jeffrey A. Murphy  
Vicki H. Friscie  
Parties of Record (w/enclosures) (via e-mail)

## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
List of Communities Served	
Rate Schedules	
General Sales Service	
Large Volume General Sales Service	
Energy Choice Transportation Service	
Large Volume Energy Choice Transportation Service	
General Transportation Service	
Transportation Service for Schools	
Daily Transportation Service	
Firm Storage Service	
Standby Service	
Riders and Charges	
Standard Service Offer	
Percentage Income Payment Plan	
Uncollectible Expense Rider	
Gross Receipts Tax and Excise Tax Riders	
Transportation Migration Rider – Part A	
Transportation Migration Rider – Part B	
Transportation Surcredit Rider	
AMR Cost Recovery Charge	
Pipeline Infrastructure Replacement Cost Recovery Charge	
Demand Side Management Rider	
Rules and Regulations	
Establishment of Credit for Residential Service	
Termination of Residential Service	
General Terms and Conditions of Transportation Service	
General Terms and Conditions of Energy Choice Pooling Service	

Issued:

Effective:

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR  
Bruce C. Klink, President

**List of Communities Served By County****Allen County, OH**

Beaverdam Village  
Cairo Village  
Delphos  
Elida Village  
Fort Shawnee Village  
Harrod Village  
Kossuth  
Lafayette Village  
Lima  
Spencerville Village  
Westminster

**Ashland County, OH**

Lakeville  
Loudenville

**Ashtabula County, OH**

Ashtabula  
Ashtabula Township  
Austinburg Township  
Conneaut  
Edgewood Township  
Geneva  
Geneva on the Lake Village  
Geneva Township  
Harpersfield Township  
Jefferson  
Jefferson Township  
Jefferson Village  
Kingsville Township  
Lenox Township  
Monroe Township  
New Lyme Township  
North Kingsville Township  
Pierpont Township  
Plymouth Township  
Saybrook Township  
Sheffield Township  
Unionville

**Auglaize County, OH**

Cridersville Village  
St. Marys  
Wapakoneta

**Belmont County, OH**

Powhatan Point  
York Township

**Columbiana County, OH**

East Palestine  
Unity Township

**Cuyahoga County, OH**

Beachwood  
Bedford  
Bedford Heights  
Bentleyville Village  
Bratenahl Village  
Brecksville  
Broadview Heights  
Brook Park  
Brooklyn  
Brooklyn Heights  
Chagrin Falls Township  
Chagrin Falls Village  
Cleveland  
Cleveland Heights  
Cuyahoga Heights  
East Cleveland  
Euclid  
Fairview Park  
Garfield Heights  
Gates Mills  
Glenwillow Village  
Highland Heights  
Highland Hills Village  
Hunting Valley Village  
Independence  
Lakewood  
Linndale Village  
Lyndhurst

**Cuyahoga County, OH  
(Cont.)**

Maple Heights  
Mayfield Heights  
Mayfield Village  
Moreland Hills Village  
Newburgh Heights Village  
North Olmsted  
North Randall Village  
Oakwood Village  
Orange Village  
Pepper Pike  
Richmond Heights  
Rocky River  
Seven Hills  
Shaker Heights  
Solon  
South Euclid  
University Heights  
Valley View Village  
Walton Hills Village  
Warrensville Heights  
Woodmere Village

**Fulton County, OH**

Delta

**Geauga County, OH**

Auburn Township  
Bainbridge  
Bainbridge Township  
Burton Township  
Burton Village  
Chardon Township  
Chardon Village  
Chester Township  
Chesterland  
Claridon Township  
Hamden Township  
Huntsburg Township  
Middlefield Township  
Middlefield Village  
Munson Township  
Newbury Township

Issued:

Effective:

**List of Communities Served By County****Geauga County, OH**  
(Cont.)Parkman Township  
Russell Township  
South Russell Village**Guernsey County, OH**Jackson Township  
Monroe Township  
Valley Township  
Westland Township**Holmes County, OH**Auburn Township  
Clark Township  
Paint Township  
Salt Creek Township  
Walnut Creek Township  
Washington Township  
Wayne Township**Lake County, OH**Concord Township  
Eastlake  
Fairport Harbor  
Grand River  
Kirtland  
Kirtland Hills  
Lakeline  
Leroy  
Leroy Township  
Madison  
Madison Township  
Mentor  
Mentor on the Lake  
North Perry  
Painesville  
Painesville Township  
Perry  
Perry Township  
Timberlake  
Unionville**Lake County, OH**  
(Cont.)Waite Hill  
Wickliffe  
Willoughby  
Willoughby Hills  
Willowick**Mahoning County, OH**Austintown  
Austintown Township  
Berlin Center  
Boardman  
Boardman Township  
Campbell  
Canfield Township  
Coitsville Township  
Craig Beach Village  
Ellsworth Township  
Hubbard Township  
Jackson Township  
Lowellville Village  
Milton Township  
Mineral Ridge  
New Middletown Village  
Poland Township  
Poland Village  
Springfield Township  
Struthers  
Weathersfield Township  
Youngstown**Medina County, OH**

Hinckley Township

**Mercer County, OH**Celina  
Coldwater  
Fort Recovery  
Montezuma  
Rockford  
St. Henry**Mogadore County, OH**

Canal Fulton

**Monroe County, OH**Antioch Village  
Beallsville Village  
Benton Township  
Bethel Township  
Center Township  
Clarington Village  
Franklin Township  
Grandview Township  
Graysville Village  
Green Township  
Jackson Township  
Jerusalem Village  
Lewisville Village  
Liberty Township  
Malaga Township  
Ohio Township  
Perry Township  
Summit Township  
Sunsbury Township  
Switzerland Township  
Washington Township  
Wayne Township  
Wilson Village  
Woodsfield Village**Paulding County, OH**Haviland  
Scott**Portage County, OH**Atwater Township  
Aurora  
Aurora Township  
Bainbridge Township  
Braceville Township  
Diamond Township  
Garrettsville Village  
Hiram

Issued:

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**List of Communities Served By County****Portage County, OH**  
(Cont.)

Hiram Township  
Lake Township  
Mantua  
Newton Falls  
Palmyra Township  
Reminderville  
Solon  
Twinsburg Township  
Windham Township  
Windham Village

**Putnam County, OH**

Columbus Grove  
Glandorf  
Leipsic  
Ottawa  
Pandora  
West Leipsic

**Shelby County, OH**

Anna  
Botkins

**Stark County, OH**

Alliance  
Atwater Township  
Baughman Township  
Bethlehem Township  
Canal Fulton  
Canton  
Canton Township  
Clinton Village  
Franklin Township  
Green Township  
Jackson Township  
Lake Township  
Lawrence Township  
Lexington Township  
Louisville  
Marlboro Township

**Stark County, OH**  
(Cont.)

Massillon  
Nimishillen Township  
Osnaburg Township  
Paint Township  
Perry Township  
Pike Township  
Plain Township  
Randolph Township  
Rose Township  
Sandy Township  
Smith Township  
Springfield Township  
Suffield Township  
Sugar Creek Township  
Tuscarawas Township  
Washington Township

**Summit County, OH**

Akron  
Aurora Township  
Barberton  
Bath Township  
Boston Heights Village  
Boston Township  
Brimfield Township  
Chippewa Township  
Clinton Village  
Copley Township  
Coventry Township  
Cuyahoga Falls  
Fairlawn  
Franklin Township  
Granger Township  
Green Township  
Hinckley Township  
Hudson Township  
Jackson Township  
Kent  
Lake Township  
Lakemore Village  
Lawrence Township  
Macedonia  
Mogadore Village  
Munroe Falls Village

**Summit County, OH**  
(Cont.)

Northfield Center Township  
Northfield Village  
Norton  
Peninsula Village  
Reminderville Village  
Richfield Township  
Richfield Village  
Sagamore Hills Township  
Sharon Township  
Silver Lake Village  
Springfield Township  
Stow  
Streetsboro  
Suffield Township  
Tallmadge  
Twinsburg  
Twinsburg Township  
Wadsworth Township

**Trumbull County, OH**

Bazetta Township  
Bolindale  
Champion Heights  
Champion Township  
Churchill  
Cortland  
Fowler Township  
Girard  
Howland Center  
Howland Township  
Hubbard  
Hubbard Township  
Liberty Township  
Lordstown Township  
Lordstown Village  
McDonald  
Mecca Township  
Mineral Ridge  
Newton Falls  
Newton Township  
Niles  
Turnpike Interchange  
Vienna Center  
Vienna Township

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Effective:

**List of Communities Served By County****Trumbull County, OH**  
(Cont.)

Warren  
Warren Township  
Weathersfield Township  
Windham Township  
Youngstown

**Tuscarawas County, OH**

Auburn Township  
Baltic Village  
Barnhill Village  
Clark Township  
Clay Township  
Crawford Township  
Dennison Village  
Dover  
Dover Township  
Fairfield Township  
Franklin Township  
Gnadenhutten Village  
Goshen Township  
Jefferson Township  
Lawrence Township  
Midvale Village  
Mill Township  
Mineral Village  
Monroe Township  
New Philadelphia  
Orange Township  
Paint Township  
Parral Village  
Perry Township  
Port Washington Village  
Rose Township  
Rush Township  
Salem Township  
Sandy Township  
Stone Creek Village  
Sugar Creek Township  
Sugarcreek Village  
Tuscarawas Village  
Uhrichsville  
Union Township  
Walnut Creek Township  
Warren Township

**Tuscarawas County, OH**  
(Cont.)

Warwick Township  
Washington Township  
Wayne Township  
York Township

**Van Wert County, OH**

Convoy  
Middle Point  
Ohio  
Van Wert  
Willshire

**Washington County, OH**

Barlow Township  
Belpre  
Belpre Township  
Dunham Township  
Fairfield Township  
Fearing Township  
Grandview Township  
Independence Township  
Jackson Township  
Lawrence Township  
Liberty Township  
Ludlow Township  
Marietta  
Marietta Township  
Muskingum Township  
New Matamoras  
Newport Township  
Salem Township  
Warren Township  
Waterford Township

**Wayne County, OH**

Baughman Township  
Canaan Township  
Chippewa Township  
Clinton Township  
Clinton Village

**Wayne County, OH**  
(Cont.)

Doylestown  
East Union Township  
Franklin Township  
Green Township  
Lake Township  
Lawrence Township  
Milton Township  
Norton  
Paint Township  
Plain Township  
Salt Creek Township  
Sugar Creek Township  
Tuscarawas Township  
Wadsworth Township  
Wayne Township  
Wooster  
Wooster Township

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Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR  
Bruce C. Klink, President

**General Sales Service (GSS)****1. Applicability**

Service under this rate schedule is available to Customers throughout East Ohio's service area who purchase and receive all of their natural gas requirements directly from East Ohio pursuant to this rate schedule and use less than 3,000 Mcf per year as determined on an annual basis by East Ohio.

**2. Character of Service**

All gas supplied under this rate schedule shall be supplied on a firm and continuous basis, provided, however, that in the event of an emergency, service may be curtailed pursuant to PUCO rules or a curtailment plan approved for East Ohio by the PUCO.

**3. Rates and Charges**

**The following charges are effective with bills rendered on or after                      , 2008, through the September 2009 billing cycles:**

3.1 The volumetric charges for each Customer at each delivery point served under this rate schedule shall be the rates set forth below plus the riders, as specified in 3.3, applicable to service rendered under this rate schedule:

- 1) For the first 50 Mcf each month, \$0.648 per Mcf,  
For all over 50 Mcf each month, \$1.075 per Mcf.

- 2) a charge for the cost of gas based on the standard service offer rate as set forth on tariff sheet B-SSO 1 plus a charge equal to the Transportation Surcredit Rider.

3.2 In addition to the volumetric charge, each Customer shall be charged a basic monthly charge of \$12.50 per delivery point per month.

**The following charges are effective with the October 2009 billing cycles on a bills rendered basis:**

3.1 The volumetric charges for each Customer at each delivery point served under this rate schedule shall be the rates set forth below plus the riders, as specified in 3.3, applicable to service rendered under this rate schedule:

- 1) For the first 50 Mcf each month, \$0.378 per Mcf,  
For all over 50 Mcf each month, \$0.627 per Mcf.

- 2) a charge for the cost of gas based on the standard service offer rate as set forth on tariff sheet B-SSO 1 plus a charge equal to the Transportation Surcredit Rider.

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Bruce C. Klink, President



3.2 In addition to the volumetric charge, each Customer shall be charged a basic monthly charge of \$15.40 per delivery point per month.

3.3 Customers receiving service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Interim Emergency and Temporary PIP Plan Rider, Uncollectible Expense Rider, Transportation Migration Rider-Part B, Demand Side Management Rider, AMR Cost Recovery Charge, PIR Cost Recovery Charge and Transportation Surcredit Rider as applicable.

#### **4. Resumption of Service After Interruption**

If service is interrupted as a result of the Customer's failure to make payment or at the Customer's request, East Ohio shall not be under any obligation to resume service to the same Customer at the same premises unless East Ohio shall have received, in addition to payment for all gas received by the Customer under this rate schedule, a reconnection payment of \$33.00.

#### **5. Prohibition on Resale of Gas**

No gas supplies under this rate schedule shall be resold for any purpose.

#### **6. Regulations**

All gas service provided by East Ohio is rendered under and subject to the Rules and Regulations contained in its tariff.

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Bruce C. Klink, President

Effective:

## Large Volume General Sales Service (LVGSS)

### 1. Applicability

Service under this rate schedule is available to Customers throughout East Ohio's service area who purchase and receive all of their natural gas requirements directly from East Ohio pursuant to this rate schedule and who have entered into a written contract with East Ohio for service under this rate schedule for a minimum of twelve months. East Ohio may waive the requirement that the customer enter into a written contract to receive service under this rate schedule.

### 2. Character of Service

All gas supplied under this rate schedule shall be supplied on a firm and continuous basis, provided, however, that in the event of an emergency, service may be curtailed pursuant to PUCO rules or a curtailment plan approved for East Ohio by the PUCO.

### 3. Rates and Charges

3.1 The volumetric charges for each Customer at each delivery point served under this rate schedule shall be the rates set forth below plus the riders, as specified in 3.3, applicable to service rendered under this rate schedule:

- (1) For the first 100 Mcf each month, \$1.250 per Mcf,  
For the next 400 Mcf each month, \$0.970 per Mcf,  
For all over 500 Mcf each month, \$0.820 per Mcf.

- (2) A charge for the cost of gas based on the standard service offer rate as set forth on tariff sheet B-SSO 1 plus a charge equal to the Transportation Surcredit Rider.

3.2 In addition to the volumetric charge, each Customer shall be charged a service charge of \$60.00 per delivery point per month.

3.3 Customers receiving service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Interim Emergency and Temporary PIP Plan Rider, Uncollectible Expense Rider, Transportation Migration Rider-Part B, AMR Cost Recovery Charge, PIR Cost Recovery Charge and Transportation Surcredit Rider as applicable.

### 4. Termination of Contract

After receiving service under this rate schedule for at least twelve months, the Customer may terminate purchases under the contract and under this rate schedule upon thirty days written notice to East Ohio, which notice shall specify the termination date.

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Bruce C. Klink, President

Effective:

**5. Resumption of Service after Interruption**

If service is interrupted as a result of the Customer's failure to make payment or at the Customer's request, and the Customer subsequently requests and receives service under East Ohio's General Sales Service, East Ohio shall not be under any obligation to resume service to the same Customer at the same premises under this rate schedule during the twelve consecutive months subsequent to the interruption or termination. East Ohio shall not be required to resume service under any rate schedule to the same Customer at the same premises unless East Ohio shall have received, in addition to payment for all gas received by the Customer under this or any other rate schedule, a reconnection payment of \$60.

**6. Prohibition on Resale of Gas**

No gas supplied under this rate schedule shall be resold for any purpose.

**7. Regulations**

All gas service provided by East Ohio is rendered under and subject to the Rules and Regulations contained in its tariff.

Issued:

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR  
Bruce C. Klink, President

Effective:

## **Energy Choice Transportation Service (ECTS)**

### **1. Applicability**

Transportation service pursuant to this rate schedule is available to Customers throughout East Ohio's service area who use less than 3,000 Mcf per year as determined on an annual basis by East Ohio and:

- a) have purchased or otherwise arranged to receive all of their natural gas requirements from a qualified Supplier that is receiving service under the terms of East Ohio's Energy Choice Pooling Service;
- b) have no arrears of 30 days or more or are current on a payment plan to discharge such arrears for service rendered under this or any other of East Ohio's PUCO-approved rate schedules. Other Customers may begin receiving service pursuant to this rate schedule provided they have not broken a prior payment plan more than once during the preceding 12-month period. Such Customers shall be placed on a new payment plan upon enrollment and must remain current on that plan in order to continue receiving service pursuant to this rate schedule.

### **2. Character of Service**

- 2.1 The gas received by East Ohio on any Day for the account of the Customer shall be delivered by East Ohio on a firm basis. In the event of an emergency, service may be curtailed pursuant to PUCO rules or a curtailment plan approved for East Ohio by the PUCO.
- 2.2 In the event the Customer no longer desires, or is no longer eligible, to receive transportation service, the Customer must purchase and receive all of its natural gas requirements from East Ohio pursuant to East Ohio's General Sales Service or Large Volume General Sales Service rate schedules.

### **3. Measurement of Deliveries**

Delivery Points shall be equipped with monthly gas measurement equipment or real-time electronic gas measurement capability.

### **4. Rates and Charges**

**The following charges are effective with bills rendered on or after , 2008, through the September 2009 billing cycles:**

- 4.1 The volumetric charge for each Customer at each Delivery Point served under this rate schedule shall be the rate set forth below plus the riders, as specified in 4.3, applicable to service rendered under this rate schedule:

For the first 50 Mcf each month, \$0.648 per Mcf,  
For all over 50 Mcf each month, \$1.075 per Mcf.

- 4.2 In addition to the volumetric charge, each Customer shall be charged a basic monthly charge of \$12.50 per Delivery Point per month.

**The following charges are effective with the October 2009 billing cycles on a bills rendered basis:**

- 4.1 The volumetric charge for each Customer at each Delivery Point served under this rate schedule shall be the rate set forth below plus the riders, as specified in 4.3, applicable to service rendered under this rate schedule:

For the first 50 Mcf each month, \$0.378 per Mcf,  
For all over 50 Mcf each month, \$0.627 per Mcf.

- 4.2 In addition to the volumetric charge, each Customer shall be charged a basic monthly charge of \$15.40 per Delivery Point per month.
- 4.3 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Interim Emergency and Temporary PIP Plan Rider, Uncollectible Expense Rider, Transportation Migration Rider-Part B, Demand Side Management Rider, AMR Cost Recovery Charge, PIR Cost Recovery Charge and Transportation Surcredit Rider as applicable.

**5. Billing**

East Ohio shall bill for all services provided by East Ohio. Pursuant to a separate Billing Agreement, the Customer's Supplier shall have the option of East Ohio rendering a combined bill for both distribution and commodity service, or the Supplier may bill for commodity service independently. All Customer bills and payments will be handled in accordance with OAC rule 4901:1-29-12 except for 4901:1-29-12(F), (J), and (K), for which a waiver was granted.

**6. Resumption of Service after Interruption**

If service is interrupted as a result of the Customer's failure to make payment or at the Customer's request, East Ohio shall not be under any obligation to resume service to the same Customer at the same premises unless East Ohio shall have received, in addition to payment for all gas received by the Customer under this rate schedule, a reconnection payment of \$33.00.

If service is disconnected while receiving service under this rate schedule and the Customer's account has been final billed, the Customer will revert to East Ohio's sales

service upon reconnection and the agreement between the Customer and the Supplier will be terminated.

**7. Disconnection For Non-payment**

Where East Ohio is rendering a combined bill for both distribution and commodity service, non-payment of the bill, including the Supplier gas commodity portion, shall subject Customer to disconnection of service in accordance with rule 8 of Section K – Rules and Regulations of the Company's tariffs.

**8. Regulations**

All gas service provided by East Ohio is rendered under and subject to the Rules and Regulations contained in its tariff.

**9. Definitions**

**Customer** – any individual, governmental, or corporate entity taking transportation service hereunder.

**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 to the Customer.

**Energy Choice Pooling Service** – a gas pooling service in which Suppliers can aggregate demand and supplies for redelivery to Customers under East Ohio's Energy Choice Transportation Service and Large Volume Energy Choice Transportation Service rate schedules.

**OAC** – Ohio Administrative Code.

**PUCO** – the Public Utilities Commission of Ohio.

**Supplier** – any entity which has in effect an Energy Choice Pooling Service agreement with East Ohio.

## **Large Volume Energy Choice Transportation Service (LVECTS)**

### **1. Applicability**

Transportation service pursuant to this rate schedule is available to Customers throughout East Ohio's service area who:

- a) have purchased or otherwise arranged to receive all of their natural gas requirements from a qualified Supplier that is receiving service under the terms of East Ohio's Energy Choice Pooling Service;
- b) have entered into a written contract for service under this rate schedule for a minimum of twelve months if so required by East Ohio; and
- c) have no arrears of 30 days or more or are current on a payment plan to discharge such arrears for service rendered under this or any other of East Ohio's PUCO-approved rate schedules. Other Customers may begin receiving service pursuant to this rate schedule provided they have not broken a prior payment plan more than once during the preceding 12-month period. Such Customers shall be placed on a new payment plan upon enrollment and must remain current on that plan in order to continue receiving service pursuant to this rate schedule.

### **2. Character of Service**

- 2.1 The gas received by East Ohio on any Day for the account of the Customer shall be delivered by East Ohio on a firm basis. In the event of an emergency, service may be curtailed pursuant to PUCO rules or a curtailment plan approved for East Ohio by the PUCO.
- 2.2 In the event the Customer no longer desires, or is no longer eligible, to receive transportation service, the Customer must purchase and receive all of its natural gas requirements from East Ohio pursuant to East Ohio's General Sales Service or Large Volume General Sales Service rate schedules.

### **3. Measurement of Deliveries**

Delivery Points shall be equipped with monthly gas measurement equipment or real-time electronic gas measurement capability.

Issued:

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR  
Bruce C. Klink, President

Effective:

#### **4. Rates and Charges**

- 4.1 The volumetric charge for each Customer at each Delivery Point served under this rate schedule shall be the rate set forth below plus the riders, as specified in 4.3, applicable to service rendered under this rate schedule:

For the first	100	Mcf each month,	\$1.250	per Mcf,
For the next	400	Mcf each month,	\$0.970	per Mcf,
For all over	500	Mcf each month,	\$0.820	per Mcf.

- 4.2 In addition to the volumetric charge, each Customer shall be charged a service charge of \$60.00 per Delivery Point per month.
- 4.3 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Interim Emergency and Temporary PIP Plan Rider, Uncollectible Expense Rider, Transportation Migration Rider-Part B, AMR Cost Recovery Charge, PIR Cost Recovery Charge and Transportation Surcredit Rider as applicable.

#### **5. Billing**

East Ohio shall bill for all services provided by East Ohio. Pursuant to a separate Billing Agreement, the Customer's Supplier shall have the option of East Ohio rendering a combined bill for both distribution and commodity service, or the Supplier may bill for commodity service independently. All Customer bills and payments will be handled in accordance with OAC rule 4901:1-29-12, except for 4901:1-29-12(F), (J), and (K) for which a waiver was granted.

#### **6. Resumption of Service after Interruption**

If service is interrupted as a result of the Customer's failure to make payment or at the Customer's request, and the Customer subsequently requests and receives service under East Ohio's General Sales Service or Energy Choice Transportation Service, East Ohio shall not be under any obligation to resume service to the same Customer at the same premises under East Ohio's Large Volume General Sales Service or this rate schedule during the twelve consecutive months subsequent to the interruption or termination. East Ohio shall not be required to resume service under any rate schedule to the same Customer at the same premises unless East Ohio shall have received, in addition to payment for all gas received by the Customer under this or any other rate schedule, a reconnection payment of \$60.

If service is disconnected while receiving service under this rate schedule and the Customer's account has been final billed, the Customer will revert to East Ohio's sales service upon reconnection and the agreement between the Customer and the Supplier will be terminated.

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## **7. Disconnection For Nonpayment**

Where East Ohio is rendering a combined bill for both distribution and commodity service, nonpayment of the bill, including the Supplier gas commodity portion, shall subject Customer to disconnection of service in accordance with rule 8 of Section K – Rules and Regulations of the Company's tariffs.

## **8. Regulations**

All gas service provided by East Ohio is rendered under and subject to the Rules and Regulations contained in its tariff.

## **9. Definitions**

**Customer** – any individual, governmental, or corporate entity taking transportation service hereunder.

**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 to the Customer.

**Energy Choice Pooling Service** – a gas pooling service in which Suppliers can aggregate demand and supplies for redelivery to Customers under East Ohio's Energy Choice Transportation Service and Large Volume Energy Choice Transportation Service rate schedules.

**OAC** – Ohio Administrative Code.

**PUCO** – the Public Utilities Commission of Ohio.

**Supplier** – any entity which has in effect an Energy Choice Pooling Service agreement with East Ohio.

## **General Transportation Service (GTS)**

### **1. Applicability**

- 1.1 Transportation service pursuant to this rate schedule is available to Customers throughout East Ohio's service area who:
- a) have purchased or otherwise arranged for a supply of natural gas of acceptable quality and have provided for the delivery of such gas to East Ohio's system for redelivery at a point on the East Ohio system; and
  - b) qualify for transportation service under the PUCO Gas Transportation Program Guidelines; and
  - c) have entered into a written contract (the "contract") with East Ohio for service under this rate schedule for a minimum of 12 months. East Ohio may waive the requirement that the Customer enter into a written contract to receive service under this rate schedule.
- 1.2 Transportation service pursuant to this rate schedule is subject to East Ohio's General Terms and Conditions of Transportation Service and to the Rules and Regulations contained in its tariff.

### **2. Character of Service**

The gas received by East Ohio on any Day for the account of the Customer shall be delivered by East Ohio to the Customer on the same Day on a firm basis, subject to the provisions of East Ohio's General Terms and Conditions of Transportation Service. In the event of an emergency, service may be curtailed pursuant to PUCO rules or a curtailment plan approved for East Ohio by the PUCO.

### **3. Measurement of Deliveries**

- 3.1 Delivery Points specified in the contract may be equipped with monthly gas measurement equipment instead of real-time electronic gas measurement ("EGM") capability, except as specified in Section 3. 2 below
- 3.2 Any Customer that does not receive all of its natural gas requirements through East Ohio may, at East Ohio's discretion in order to monitor system operations and maintain system integrity, be required to equip all of its Delivery Points with EGM capability. Any other Customer may elect to equip some or all of its Delivery Points with EGM capability. If EGM capability approved and required by East Ohio is not available at any of the Delivery Points specified in the contract at the time the contract is executed, such equipment shall be installed, owned, operated, and maintained by East Ohio, provided, however, that all costs associated with the purchase and installation of such equipment shall be borne by the Customer and paid to East Ohio in equal monthly

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installments over a period specified in the contract, which period shall not exceed 24 months. In addition:

- a) The Customer shall provide, at no cost to East Ohio and in a timely manner, a 120 volt, 15 ampere, AC power supply and a telephone tie to the Customer's telephone system accessible at Customer's meter location(s), and any necessary telephone enhancements to properly transmit data.
- b) The Customer shall pay all charges for continuous electric and telephone service necessary for the operation of the EGM equipment.

#### 4. Tolerances

Positive and Negative Imbalance Volumes will be reconciled pursuant to Sections 5 and 6 of East Ohio's General Terms and Conditions of Transportation Service.

#### 5. Volume Banking Service

- 5.1 Customers purchasing transportation service pursuant to this rate schedule are required to subscribe to Volume Banking Service. The minimum Monthly Tolerance Level for such Customers is two percent (2%) of monthly consumption volumes.
- 5.2 Customers will be billed the applicable rate per Mcf on all Delivery Volumes according to the level of Volume Banking set forth in their service agreements.

<u>Monthly Tolerance Level</u>	<u>Rate per Mcf for all Delivery Volumes</u>
Two Percent	\$0.0166
Four Percent	\$0.0214
Six Percent	\$0.0263
Eight Percent	\$0.0311
Ten Percent	\$0.0358

#### 6. Rates and Charges

- 6.1 The volumetric charge for each Customer at each Delivery Point served under this rate schedule shall not exceed the rates set forth below plus the riders as specified in 6.4, applicable to service rendered under this rate schedule:

For the first	100	Mcf each month,	\$1.250	per Mcf,
For the next	400	Mcf each month,	\$0.990	per Mcf,
For the next	1,500	Mcf each month,	\$0.875	per Mcf,
For all over	2,000	Mcf each month,	\$0.711	per Mcf.

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In no event shall the volumetric charge for volumes delivered under this rate schedule be less than the Variable Cost of Service.

- 6.2 In addition to the volumetric charge, each Customer shall be charged a customer charge of \$120.00 per Delivery Point per month.
- 6.3 Any Customer that, after having received transportation service under this rate schedule as of its effective date, receives a greater portion of its natural gas requirements through a source other than East Ohio may be required to receive service under the Daily Transportation Service rate schedule or pay a charge based on the Standby Service rate schedule in recognition of the additional balancing services provided by East Ohio.
- 6.4 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Transportation Migration Rider-Part A, AMR Cost Recovery Charge and PIR Cost Recovery Charge. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer of East Ohio as of November 8, 1994 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer in the West Ohio division as of \_\_\_\_\_, 2008 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider.

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## **Transportation Service for Schools (TSS)**

### **1. Applicability**

- 1.1 Transportation service pursuant to this rate schedule is for service to the non-residential premises of primary and secondary schools throughout East Ohio's service area that:
- a) have purchased or otherwise arranged for a supply of natural gas of acceptable quality and have provided for the delivery of such gas to East Ohio's system for redelivery at a point on the East Ohio system; and
  - b) qualify for transportation service under the PUCO Gas Transportation Program Guidelines; and
  - c) have entered into a written contract (the "contract") with East Ohio for service under this rate schedule for a minimum of 12 months. East Ohio may waive the requirement that the Customer enter into a written contract to receive service under this rate schedule.
- 1.2 Transportation service pursuant to this rate schedule is subject to East Ohio's General Terms and Conditions of Transportation Service and to the Rules and Regulations contained in its tariff.

### **2. Character of Service**

The gas received by East Ohio on any Day for the account of the Customer shall be delivered by East Ohio to the Customer on the same Day on a firm basis, subject to the provisions of East Ohio's General Terms and Conditions of Transportation Service. In the event of an emergency, service may be curtailed pursuant to PUCO rules or a curtailment plan approved for East Ohio by the PUCO.

### **3. Measurement of Deliveries**

- 3.1 Delivery Points specified in the contract may be equipped with monthly gas measurement equipment instead of real-time electronic gas measurement ("EGM") capability, except as specified in Section 3.2 below.
- 3.2 Any Customer that does not receive all of its natural gas requirements through East Ohio may, at East Ohio's discretion, be required to equip all of its Delivery Points with EGM capability. Any other Customer may elect to equip some or all of its Delivery Points with EGM capability. If EGM capability approved and required by East Ohio is not available at any of the Delivery Points specified in the contract at the time the contract is executed, such equipment shall be installed, owned, operated, and maintained by East Ohio, provided, however, that all costs associated with the purchase and installation of such equipment shall be borne by the Customer and paid to East

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Ohio in equal monthly installments over a period specified in the contract, which period shall not exceed 24 months. In addition:

- a) The Customer shall provide, at no cost to East Ohio and in a timely manner, a 120-volt, 15-ampere, AC power supply and a telephone tie to the Customer's telephone system accessible at Customer's meter location(s), and any necessary telephone enhancements to properly transmit data.
- b) The Customer shall pay all charges for continuous electric and telephone service necessary for the operation of the EGM equipment.

#### 4. Balancing Tolerances

Positive and Negative Imbalance Volumes will be reconciled pursuant to Sections 5 and 6 of East Ohio's General Terms and Conditions of Transportation Service.

#### 5. Volume Banking Service

- 5.1 Customers purchasing transportation service pursuant to this rate schedule are required to subscribe to Volume Banking Service. The minimum Monthly Tolerance Level for such Customers is two percent (2%) of monthly consumption volumes.
- 5.2 Customers will be billed the applicable rate per Mcf on all Delivery Volumes according to the level of Volume Banking set forth in their service agreements.

<u>Monthly Tolerance Level</u>	<u>Rate per Mcf for all Delivery Volumes</u>
Two Percent	\$0.0166
Four Percent	\$0.0214
Six Percent	\$0.0263
Eight Percent	\$0.0311
Ten Percent	\$0.0358

#### 6. Rates and Charges

- 6.1 The volumetric charge for each Customer at each Delivery Point served under this rate schedule shall not exceed the rates set forth below plus the riders as specified in 6.4, applicable to service rendered under this rate schedule:

For the first	100	Mcf each month,	\$1.500	per Mcf,
For the next	400	Mcf each month,	\$1.150	per Mcf,
For all over	500	Mcf each month,	\$0.800	per Mcf,

In no event shall the volumetric charge for volumes delivered under this rate schedule be less than the Variable Cost of Service.

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- 6.2 In addition to the volumetric charge, each Customer shall be charged a Customer charge of \$40.00 per Delivery Point per month.
- 6.3 Any Customer that, after having received transportation service under this rate schedule as of its effective date, receives a greater portion of its natural gas requirements through a source other than East Ohio may be required to receive service under the Daily Transportation Service rate schedule or pay a charge based on the Standby Service rate schedule in recognition of the additional balancing services provided by East Ohio.
- 6.4 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Transportation Migration Rider-Part A, AMR Cost Recovery Charge and PIR Cost Recovery Charge. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer of East Ohio as of November 8, 1994 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer in the West Ohio division as of \_\_\_\_\_, 2008 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider.

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## **Daily Transportation Service (DTS)**

### **1. Applicability**

- 1.1 Transportation service pursuant to this rate schedule is available to Customers throughout East Ohio's service area who:
- a) have purchased or otherwise arranged for a supply of natural gas of acceptable quality and have provided for the delivery of such gas to East Ohio's system for redelivery at a point on the East Ohio system; and
  - b) qualify for transportation service under the PUCO Gas Transportation Program Guidelines; and
  - c) have entered into a written contract (the "contract") with East Ohio for service under this rate schedule for a minimum of 12 months.
- 1.2 Transportation service pursuant to this rate schedule is subject to East Ohio's General Terms and Conditions of Transportation Service and to the Rules and Regulations contained in its tariff.

### **2. Character of Service**

The gas received by East Ohio on any day for the account of the customer shall be delivered by East Ohio to the Customer on the same Day on a firm basis, subject to the provisions of East Ohio's General Terms and Conditions of Transportation Service. In the event of an emergency, service may be curtailed pursuant to PUCO rules or a curtailment plan approved for East Ohio by the PUCO.

### **3. Measurement of Deliveries**

- 3.1 All Delivery Points specified in the contract shall be equipped with real-time electronic gas measurement ("EGM") capability. If EGM capability approved and required by East Ohio is not available at any of the Delivery Points specified in the contract at the time the contract is executed, such equipment shall be installed, owned, operated, and maintained by East Ohio, provided, however, that all costs associated with the purchase and installation of such equipment shall be born by the Customer and paid to East Ohio in equal monthly installments over a period specified in the contract, which period shall not exceed 24 months.
- 3.2 The Customer shall provide, at no cost to East Ohio and in a timely manner, a 120-volt, 15 ampere, AC power supply and a telephone tie to the Customer's telephone system accessible at Customer's meter location(s), and any necessary telephone enhancements to properly transmit data.

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- 3.3 The Customer shall pay all charges for continuous electric and telephone service necessary for the operation of the EGM equipment.
- 3.4 Failure by the Customer to arrange for the installation of EGM equipment or the electric and telephone service required may result in East Ohio billing usage charges based on the General Transportation Service rate schedule.

#### **4. Balancing Tolerances**

- 4.1 The Customer's Daily Available Volume on any Day shall equal the Delivery Volume on that Day, plus or minus 5%. Daily imbalances in excess of the 5% tolerance shall be subject to an imbalance fee of \$0.20 per Mcf per Day.
- 4.2 Positive and Negative Imbalance Volumes will be reconciled pursuant to Sections 5 and 6 of East Ohio's General Terms and Conditions of Transportation Service.

#### **5. Optional Volume Banking Service**

- 5.1 Customers purchasing transportation service pursuant to this rate schedule may elect to subscribe to Volume Banking Service. A Customer electing such service shall enter into a written service agreement for Volume Banking Service. The minimum Monthly Tolerance Level for such Customer is two percent (2%) of monthly consumption volumes.
- 5.2 Customers that subscribe to Volume Banking Service will be billed the applicable rate per Mcf on all Delivery Volumes according to the level of Volume Banking set forth in their service agreements.

<u>Monthly Tolerance Level</u>	<u>Rate per Mcf for all Delivery Volumes</u>
Two Percent	\$0.0166
Four Percent	\$0.0214
Six Percent	\$0.0263
Eight Percent	\$0.0311
Ten Percent	\$0.0358

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**6. Rates and Charges**

- 6.1 The volumetric charge for each Customer at each Delivery Point served under this rate schedule shall not exceed the rates set forth below plus the riders as specified in 6.4, applicable to service rendered under this rate schedule:

For the first	5,000	Mcf each month,	\$1.0803	per Mcf,
for the next	45,000	Mcf each month,	\$0.6500	per Mcf,
for all over	50,000	Mcf each month,	\$0.1663	per Mcf.

In no event shall the volumetric charge for volumes delivered under this rate schedule be less than the Variable Cost of Service.

- 6.2 In addition to the volumetric charge, each Customer shall be charged a Customer charge of \$377.00 per Delivery Point per month.
- 6.3 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Transportation Migration Rider-Part A and PIR Cost Recovery Charge. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer of East Ohio as of November 8, 1994, shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer in the West Ohio division as of , 2008 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider.

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## **Firm Storage Service (FSS)**

### **1. Applicability**

Firm Storage Service under this rate schedule is available, subject to the availability of storage capacity, in conjunction with transportation service under Rate Schedules TSS, GTS, and DTS, and in conjunction with East Ohio's Energy Choice, Full Requirements, General and Daily Pooling Services subject to the eligibility requirements for the specific storage services as set forth in Section 5, below. A Customer or pool operator must enter into a written contract with East Ohio for service under this rate schedule for a minimum of 12 months.

### **2. Character of Service**

Gas received by East Ohio for the account of the Customer shall be injected into East Ohio's storage facilities and thereafter shall be available for withdrawal by the Customer in accordance with the provisions set forth in Section 5. East Ohio may decline requests to provide service under this rate schedule whenever, in its judgment, rendering such service would be detrimental to the operation of East Ohio's system or its ability to meet its Core Demand. East Ohio's obligation to inject or withdraw gas on the Customer's behalf on any Day is limited to the Maximum Storage Capacity and Maximum Daily Storage Capacity, if applicable, specified in the contract.

### **3. Nominations**

All receipts and deliveries must be nominated in accordance with the procedures applicable to the transportation or pooling service being provided in conjunction with the Firm Storage Service rendered under this rate schedule.

### **4. Curtailment**

East Ohio shall have the right to restrict, limit, or halt its receipt or delivery of Firm Storage Service whenever, in East Ohio's sole discretion, it is necessary to do so due to Force Majeure or under circumstances requiring East Ohio to act to protect its ability to meet its Core Demand.

### **5. Types of Firm Storage Services**

The Customer may chose from the following storage services:

#### **5.1 Seasonal Service**

The Customer may inject gas into East Ohio's storage facilities during the Summer Period and withdraw gas during the Winter Period within the following parameters:

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**Summer Period Operation.** The customer shall nominate injection volumes so as to attain the following storage inventory levels, expressed as a percentage of the Maximum Storage Capacity:

<u>Cumulative Injections as A Percentage of Capacity</u>	<u>Date by Which that Percentage Must Be Attained ("Target Injection Date")</u>
4% to 13%	May 1
20% to 30%	June 1
34% to 44%	July 1
51% to 57%	August 1
65% to 71%	September 1
79% to 85%	October 1
95% to 100%	November 1

Injections nominated above the preceding maximum levels at any Target Injection Date shall be treated as Positive Imbalance Volumes and reconciled pursuant to the applicable general terms and conditions of transportation or pooling service. Injections nominated below the preceding minimum levels at any Target Injection Date shall (1) be treated as Negative Imbalance Volumes and reconciled pursuant to the applicable general terms and conditions of transportation or pooling service, (2) result in an equivalent reduction of the Maximum Storage Capacity, or (3) some combination thereof. The Customer shall make the election among the preceding options so as to eliminate the entire imbalance. If East Ohio encounters operating conditions that dictate daily storage management, daily injections as estimated by East Ohio may be limited to 1/214<sup>th</sup> of the Maximum Storage Capacity. East Ohio may, at its discretion and on a non-discriminatory basis consistent with operational capabilities, waive the preceding requirements at the Customer's request.

**Winter Period Operation.** The Customer shall nominate withdrawal volumes so as to attain the following storage inventory levels, expressed as a percentage of the Maximum Storage Capacity:

<u>Date</u>	<u>Required Storage Inventory Level</u>
December 1	92% to 95%
January 1	55% to 65%
February 1	30% to 35%
March 1	12% to 17%

Withdrawals nominated above the preceding maximum levels at any date above shall be treated as Negative Imbalance Volumes and reconciled pursuant to the applicable general terms and conditions of transportation or pooling service. Withdrawals nominated below the preceding minimum levels at any date above shall be treated as Positive Imbalance Volumes and reconciled pursuant to the applicable general terms and conditions of transportation or pooling service. If East Ohio encounters operating

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conditions that dictate daily storage management, daily withdrawals as estimated by East Ohio may be limited to 1/151<sup>st</sup> of the Maximum Storage Capacity. East Ohio may, at its discretion and on a non-discriminatory basis consistent with operational capabilities, waive the preceding requirements at the Customer's request.

The Customer shall nominate volumes for withdrawal so as to completely withdraw its Cumulative Storage Injection Volume by March 31. Any volumes remaining in inventory as of that date may be purchased by East Ohio at its discretion and on a non-discriminatory basis as Positive Imbalance Volumes pursuant to the applicable general terms and conditions of transportation or pooling service and will be subject to all reservation, injection and withdrawal fees in addition to those already payable for the service.

In order to support system operations and maintain system integrity, East Ohio may require Winter Period storage re-injections or withdrawals under an On-System Storage OFO ("Storage OFO") in which it will indicate the required Storage Volume to be injected or withdrawn for the period during which the Storage OFO is in effect.

The rates charged to each Customer electing to purchase this service shall not exceed (1) a reservation fee of \$0.6773 per Mcf times the Maximum Storage Capacity, payable before November 1 each year, and (2) a usage fee of \$0.0853 per Mcf injected and \$0.0843 per Mcf withdrawn. Customers receiving this service shall also be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider. In no event shall the charges under this Section 5.1 be less than the Variable Cost of Service.

## 5.2 In/Out Service

Customers purchasing this service may inject gas into East Ohio's storage facilities on any Day and withdraw gas on any subsequent Day, potentially with seasonal limitations on injections and withdrawals if operating conditions so require. East Ohio shall manage the Customer's injection and withdrawal volumes, subject to the daily and annual limitations specified in the contract, in a manner that will minimize any otherwise applicable imbalance charges.

In order to support system operations and maintain system integrity, East Ohio may require Winter Period storage re-injections or withdrawals under an On-System Storage OFO ("Storage OFO") in which it will indicate the required Storage Volume to be injected or withdrawn for the period during which the Storage OFO is in effect.

The rates charged to each Customer electing to purchase this service shall not exceed (1) a reservation fee, payable monthly, of the sum of (a) \$1.9229 per Mcf times the Maximum Daily Storage Capacity specified in the contract and (b) \$0.0422 per Mcf times the Maximum Storage Capacity specified in the contract, and (2) a usage fee of \$0.0226 per Mcf injected or withdrawn. Customers receiving this service shall also be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider. In no event shall the charges under this Section 5.2 be less than the Variable Cost of Service.

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## **6. Regulation**

All service provided under this rate schedule is subject to the provisions of the general terms and conditions of transportation or pooling service, as applicable, and to the Rules and Regulations contained in East Ohio's tariff.

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## Standby Service Rate Schedule

### 1. Applicability

Standby Service under this rate schedule is available, subject to the availability of storage capacity, in conjunction with transportation service under Rate Schedules TSS, GTS and DTS. A transportation Customer must enter into a written contract with East Ohio for service under this rate schedule for a minimum of 12 months.

### 2. Character of Service

The gas supplied by East Ohio under this rate schedule shall be on a firm and continuous basis, provided, however, that in the event of an emergency, service may be curtailed pursuant to PUCO rules or a curtailment plan approved for East Ohio by the PUCO. East Ohio's obligation to deliver gas hereunder to the Customer on any Day is limited to the Maximum Daily Standby Quantity specified in the contract. The Maximum Daily Standby Quantity is defined as the maximum volume of gas that East Ohio shall sell to a Customer pursuant to this rate schedule on any Day, as specified in the Customer's standby service contract.

#### a. DTS Customers

The gas supplied by East Ohio under this rate schedule on any Day to a Customer receiving transportation service under Rate Schedule DTS is limited to the lesser of the maximum Daily Standby Quantity and the Daily Negative Imbalance. The Daily Negative Imbalance is defined as the amount by which the Customer's Delivery Volume exceeds the Customer's Daily Available Volume. On any Day on which the Customer's Daily Available Volume exceeds the Delivery Volume, gas will not be supplied under this rate schedule.

#### b. GTS and TSS Customers

The gas supplied by East Ohio under this rate schedule during the Customer's Billing Cycle to Customers receiving transportation service under Rate Schedules TSS or GTS is limited to the Maximum Daily Standby Quantity times thirty (30).

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### **3. Rates and Charges**

The demand component of the rate charged for service hereunder shall not exceed \$2.526 per Mcf times the maximum Daily Standby Quantity, payable monthly. In no event shall the charges under this rate schedule be less than the Variable Cost of Service, plus a contribution to total company fixed costs. The demand component shall be billed and payable whether or not standby gas is actually delivered to the Customer.

The commodity rate charged for gas supplied hereunder shall be the current cost of gas based on the standard service offer rate as set forth on tariff sheet B-SSO 1.

Positive Imbalance Volumes and those Negative Imbalance Volumes in excess of gas supplied under this rate schedule, as defined in the General Terms and Conditions of Transportation Service, will be reconciled pursuant to Sections 5 and 6, respectively, of those terms and conditions, as set forth on Sheet F-GT&C 6.

Customers receiving service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider.

### **4. Regulations**

All service pursuant to this rate schedule is subject to East Ohio's General Terms and Conditions of Transportation Service and to the Rules and Regulations contained in its tariff.

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## **Standard Service Offer Gas Cost Rate**

A standard service offer gas cost rate of \$XXXXXX per Mcf shall be applied effective with bills rendered for billing cycles commencing on or after \_\_\_\_\_ to all volumes purchased and received under the following East Ohio rate schedules:

General Sales Service Rate Schedule (GSS)

Large Volume General Sales Service Rate Schedule (LVGSS)

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## Gross Receipts Tax Rider

### Applicability

Applicable to all rates, fees, charges and riders billed by East Ohio pursuant to its Rules and Regulations, Rate Schedules, and Pooling Service and other agreements, as applicable, except for the cost of gas billed on behalf of an Energy Choice supplier under the Energy Choice Transportation Service or Large Volume Energy Choice Transportation Service rate schedules. Further, this Rider shall not be billed to those Customers statutorily exempted from the payment of gross receipts taxes.

All bills rendered shall be adjusted to include the effect of the Ohio excise tax of gross receipts at a rate of 4.6044%.

## Excise Tax Rider

### Applicability

Applicable to all sales and transportation service rate schedules.

Rates for all customers except Flex Customers as defined by O.R.C. 5727.80(N).

First	100	Mcf per month	\$0.1593	per Mcf
Next	1,900	Mcf per month	\$0.0877	per Mcf
Over	2,000	Mcf per month	\$0.0411	per Mcf

All bills rendered to a Flex Customer as defined by O.R.C. 5727.80(N) shall be adjusted to provide for recovery of East Ohio's excise tax liability at a rate of \$0.020 per Mcf on all volumes delivered with a corresponding reduction to the flexed base rate(s) being billed.

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## **Transportation Migration Rider – Part B**

An additional charge of \$XXXXXX per Mcf based on the cost of operational balancing and other reconciliation adjustments shall be applied to all volumes delivered under the following rate schedules:

- a) Energy Choice Transportation Service
- b) Large Volume Energy Choice Transportation Service
- c) General Sales Service
- d) Large Volume General Sales Service

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Effective:

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Bruce C. Klink, President

## **Transportation Surcredit Rider**

### **1. Applicability**

This rider shall be applied to all volumes delivered under the following Energy Choice rate schedules:

- a) Energy Choice Transportation Service
- b) Large Volume Energy Choice Transportation Service

### **2. Rates**

A credit of \$0.0173 per Mcf shall be applied to all volumes covered by the applicable rate schedules.

### **3. Applicability to Standard Service Offer Rate Schedules**

In order to improve the comparability of rates, this rider shall also be applied to all volumes delivered under the following rate schedules, but shall be offset by a charge in the same amount added to the standard service offer gas cost rate:

- a) General Sales Service
- b) Large Volume General Sales Service

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Bruce C. Klink, President

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### **AMR Cost Recovery Charge**

A monthly charge of \$0.00 shall be added to the otherwise applicable monthly service charge for all customers receiving service under the following rate schedules to recover the depreciation, incremental property taxes and post in-service carrying charges associated with the installation of automated meter reading (AMR) equipment throughout East Ohio's system:

- a) General Sales Service
- b) Large Volume General Sales Service
- c) Energy Choice Transportation Service
- d) Large Volume Energy Choice Transportation Service
- e) General Transportation Service
- f) Transportation Service for Schools

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**PIPELINE INFRASTRUCTURE REPLACEMENT (PIR)  
COST RECOVERY CHARGE**

**APPLICABILITY**

Applicable to all customers receiving service under the East Ohio's sales and transportation rate schedules.

**PIR COST RECOVERY CHARGE**

All customers receiving service under the following rate schedules shall be assessed a monthly charge, regardless of gas consumed, in addition to the otherwise applicable monthly service charge to recover the revenue requirement associated with East Ohio's pipeline infrastructure replacement program:

- General Sales Service ("GSS")
- Energy Choice Transportation Service ("ECTS")
- Large Volume General Sales Service ("LVGSS")
- Large Volumes Energy Choice Transportation Service ("LVECTS")
- General Transportation Service ("GTS")
- Transportation Service for Schools ("TSS")

Customers receiving service under the Daily Transportation Service ("DTS") rate schedule shall be assessed a volumetric charge in addition to their volumetric delivery charge for that purpose. The maximum monthly PIR Cost Recovery Charge for any DTS customer shall be \$1,000.00 per account.

The PIR Cost Recovery Charge shall be updated annually to reflect the impact on East Ohio's revenue requirements associated with pipeline infrastructure replacement expenditures as offset by corresponding operations and maintenance expense reductions during the most recent twelve months ended June 30. East Ohio shall file a notice no later than May 31 of each year based on nine months of actual data and three months of estimated data for the fiscal year. The filing shall be updated by no later than August 31 of the same year to reflect the use of actual fiscal year data. Such adjustments to the PIR Cost Recovery Charge shall become effective with bills rendered on and after November 1 of each year.

The charges for the respective gas service schedules are:

Rate Schedules GSS and ECTS	\$0.00/month
Rate Schedules LVGSS and LVECTS	\$0.00/month
Rate Schedules GTS and TSS	\$0.00/month
Rate Schedule DTS:	\$0.000/Mcf

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Bruce C. Klink, President

## **Demand Side Management Rider**

An additional charge of \$0.0279 per Mcf to recover the cost of demand side management programs shall be applied to all volumes delivered under the following rate schedules:

- a) General Sales Service
- b) Energy Choice Transportation Service

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## Rules and Regulations

### SECTION I – SERVICE

1. **Minimum Service Standards.** East Ohio shall comply with the minimum gas service standards for natural gas companies as set forth in Chapter 4901:1-13 of the Ohio Administrative Code, a copy of which may be viewed on the Public Utilities Commission of Ohio's Web site at [www.puco.ohio.gov](http://www.puco.ohio.gov), or obtained from the Public Utilities Commission of Ohio upon request. Where the Public Utilities Commission of Ohio has granted a waiver to East Ohio for any provision of the minimum gas service standards, East Ohio shall comply with the terms of any Order granting such waiver.
2. **Application for Service.** All applications for gas service shall be made to East Ohio. East Ohio may, prior to initiating gas service and at other reasonable times, require the applicant to establish that the applicant is the owner or bona fide lessee of the premise. A proper application for gas service by a non-residential customer shall further include verification that the business, corporation or nonprofit is properly registered with the Ohio Secretary of State as an entity licensed to do business in the State of Ohio and that the name in which the customer's account is to be opened is in the same name as that registered with the Ohio Secretary of State; or, if the non-residential customer is a federally-chartered institution, that it is properly registered with the federal agency having regulatory or supervisory authority over it and that the name in which the customer's account is to be opened is the same name as that registered with the appropriate federal agency.
3. **Security Deposit.** If an applicant for service cannot establish creditworthiness or cannot give a reasonably safe guaranty in an amount sufficient to secure the payment of bills for sixty days' total usage, the proposed customer may be required to deposit with East Ohio an amount sufficient to cover an estimate of the monthly average of the annual consumption by such customer plus 30%, upon which deposit interest at the minimum rate authorized by the Public Utilities Commission of Ohio will be allowed and paid to the customer, provided it remains on deposit for six consecutive months. Security deposits will be billed in three installments to be paid concurrently with the respective monthly bills.

Residential security deposits shall be governed by the "Establishment of Credit for Residential Service" adopted by The Public Utilities Commission of Ohio and contained in Chapter 4901:1-17 of the Ohio Administrative Code, a copy of which is included as Section M of the East Ohio Gas Company Tariff. For small commercial customers, security deposits shall be governed by Rule 4901:1-13-08, "Standards specific to the provision of small commercial gas service" of the Ohio Administrative Code.

4. **Service Turn On.** The customer, after making proper application for service, shall notify East Ohio when he desires gas turned on. In no case shall he or his agent or employee turn on the gas. East Ohio may discontinue the supply of gas to premises where persons other than East Ohio's authorized agents or employees have turned on the gas.

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Bruce C. Klink, President



5. **Service Continuity.** East Ohio will use its best efforts to furnish necessary and adequate service and facilities in compliance with Section 4905.22 of the Ohio Revised Code. East Ohio cannot and does not guarantee a sufficient supply of gas, adequate or uniform gas pressure, an uninterruptible supply of gas, or the quality of the gas supplied. East Ohio shall not be liable for any damage or loss directly or indirectly due or attributable to the insufficiency of the gas supply, any variation in the gas pressure, any partial or total interruption of gas service, or the quality of the gas supply. Nor shall East Ohio be liable for any damage or loss directly or indirectly resulting from the use of gas appliances on the customer's premises, or the presence thereon of any Company property. East Ohio will provide to customers, to the extent possible under the circumstances, prior notice of planned outages or interruptions in service.
6. **Service Disturbance.** No customer shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Company's lines and, without prior approval from the Company, no customer shall attach or use any appliance which will increase or decrease the pressure in the Company's lines intermittently to such extent as to interfere with continuous service to other customers.
7. **Access to Premises.** The authorized agents and employees of East Ohio shall at all reasonable times have access to any premises supplied with gas by East Ohio. East Ohio may discontinue gas service to any premise where access is denied. Upon the customer's request, the employee or agent seeking access to the customer's premise shall identify himself/herself, and provide Company photo identification and state the reason for the visit.
8. **Customer's Request for Discontinuance of Service.** The customer shall notify East Ohio before vacating the premises where gas is used or before discontinuing the use of gas. The customer shall be liable for all charges for gas consumed on such premises until the earlier of East Ohio's completion of the service order or up to five business days after such notice has been received, provided that access to the premises shall have been given East Ohio within that period; and if access has not been given within such period then for all charges until such access has been given.

If a customer, who is a property owner or the agent of a property owner, requests disconnection of service and the Company through reasonable efforts has determined that there are remaining residential tenants at the premises, the Company is required to notify the tenants of the disconnection of service. This notification will be mailed to such tenants or posted in a conspicuous place at the premises at least 10 working days prior to the scheduled date for disconnection of service. The property owner, or the agent of the property owner, shall continue to be liable for all gas consumed during the 10-day notice period. This notice provision shall not preclude the Company from taking appropriate actions where safety or tampering issues are raised as stated in Rule 9, subparagraphs (g) and (h), and Rule 10 of these Rules and Regulations.

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Bruce C. Klink, President

9. **Company's Right to Disconnect Service.** East Ohio shall have the right to disconnect service and/or remove from the premises of any customer the meter and any other property belonging to East Ohio for any of the following reasons or purposes:
- a) Refusing access to its equipment for reading, testing, repairs or other purposes.
  - b) Violation of or refusal to comply with any applicable law or ordinance, contract, or any of these Rules and Regulations.
  - c) Non-payment of bills for gas within the net payment period for such bills, including nonpayment of security deposits applied to delinquent bills as a condition for continued service.
  - d) When customer has moved from the customer location.
  - e) Use of gas in a manner detrimental to the service to other customers.
  - f) Fraudulent representation or practice.
  - g) Whenever deemed necessary by East Ohio for the safety or integrity of the gas system or the customer's premise, including, but not limited to, situations in which a customer's houeline leak cannot be isolated to an individual appliance location drop.
  - h) Whenever there has been theft or vandalism, including, but not limited to, damage to the gas service meter, metering equipment, or the associated property was damaged, interfered with, displaced, bypassed or otherwise tampered with by a customer, consumer, or other person.
  - i) A person not authorized by East Ohio has reconnected service.

Disconnection of service to residential consumers or customers pursuant to Rule 9, subparagraph (a) of these Rules and Regulations shall include, but not be limited to, circumstances where despite its reasonable efforts to do so, East Ohio has been unable to obtain an actual meter reading at least once within any twelve-month period. "Actual meter reading" shall be as defined in Rule 16 of these Rules and Regulations. The reconnection of service after disconnection pursuant to Rule 9, subparagraph (a) of the Rules and Regulations shall be subject to prior payment of a fee of \$33.00 for the disconnection and reconnection costs. Payment of the designated deposit shall also be required in conjunction with a reconnection when service has been disconnected for the nonpayment of bills, where there has been a fraudulent misrepresentation or practice, whenever there is evidence of tampering or theft, or when a person not authorized by East Ohio has reconnected service. Security deposits will be billed in three installments to be paid concurrently with the respective monthly bills.

Disconnection of service to residential consumers or customers shall be governed by the "Termination of Residential Service" adopted by The Public Utilities Commission of Ohio and contained in Chapter 4901:1-18 of the Ohio Administrative Code, except for areas where the Public Utilities Commission of Ohio has granted a waiver to East Ohio for any provision of these rules. A copy of Chapter 4901:1-18 is included as Section L of the East Ohio Gas Company Tariff. For small commercial customers, disconnection of service shall be governed by Rule 4901:1-13-08, "Standards specific to the provision of small commercial gas service" of the Ohio Administrative Code.

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**SECTION II – METERING & BILLING**

10. **Pressure Regulators, Gas Meters and Tampering.** The gas meter and any pressure regulator to be installed on a service line and connected with East Ohio's distribution system will be furnished by East Ohio and will remain its property, and the Company shall have the right to replace them as the Company may deem necessary. When a customer is served from the Company's field or gathering lines, the customer shall install and maintain, at his expense, a suitable regulator or regulators for reducing the pressure. The regulator or regulators shall be installed in the manner required by the Company. If any meter or regulator, or the pipes, fittings or connections used in supplying gas to such meter or regulator, is tampered with by a customer, his agent or employee, East Ohio may remove such meter or regulator and may discontinue the supply of gas to such customer until payment has been made for all unregistered gas, in an amount estimated by East Ohio, and for all damage to East Ohio's property, or, at East Ohio's option, it may discontinue gas service permanently to such customer.
11. **Meter Location.** The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
12. **Meter Connections.** The owner or customer shall not permit anyone who is not an authorized agent of the Company to connect or disconnect the Company's meters, regulators or gauges or in any way alter or interfere with the Company's meters, regulators or gauges.
13. **Bill Due Date.** The due date for each bill for gas shall be no earlier than fourteen (14) days after the date of its mailing or electronic delivery to the customer.
14. **Charge on Delinquent Bills.** Each monthly bill shall be due and payable within fourteen (14) days from the date of its mailing or electronic delivery. If not paid in full within such fourteen (14) day period, a late payment charge of 1 1/2% may be imposed at the next bill date on all past due balances on the customer's account.

Late payment charges will not be assessed to customers participating in the Percentage Income Payment Plan ("PIPP") or the PIPP arrearage crediting program. Late payment charges will not be assessed to customers participating in a short-term payment plan or the budget billing plan provided they make the minimum payment required under the plan by the bill due date. If the required payment under a short-term payment plan or budget billing plan is paid late, the late payment charge will be applied only to amounts due but not paid under the payment plan.

The preceding late payment charge provisions will not take effect until 180 days after the effective date of these Rules and Regulations. Until that time, previously approved late payment charge provisions will remain in place.

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Bruce C. Klink, President

15. **Billing Periods.** Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at the Company's option. Non-receipt of bills by customer does not release or diminish the obligation of customer with respect to payment thereof. Unless otherwise ordered by the Commission, rate changes shall become effective for bills rendered as of the start of a billing cycle within the monthly billing period as determined by the Company.
16. **Payment of Bills.** Bills may be paid by the customer in any of the following ways:
- a) online at [www.dom.com](http://www.dom.com) or through other providers' Web sites,
  - b) by bank draft automated withdrawal from customer's bank account,
  - c) by credit/debit card or electronic check through a participating agency,
  - d) at any one of the Company's authorized payment locations,
  - e) by U.S. mail at the address specified on the bill,
  - f) by Electronic Data Interchange (EDI),
  - g) by Automated Clearing House (ACH) transfer.
17. **Returned Payment Fee.** The customer will be charged a handling fee of \$12 for each returned item tendered or authorized as payment on the customer's account and returned for any reason, including insufficient or uncollected funds, closed account, revoked authorization or stop payment.
18. **Meter Reading.** East Ohio will make reasonable attempts to obtain an actual meter reading by Company personnel or agents every other month. If East Ohio is unable to obtain an actual meter reading, it will render a bill based on estimated usage at the premise. East Ohio is required to obtain an actual meter reading at least once within each twelve-month period. "Actual meter reading" shall mean reading of an indoor or outdoor meter by an authorized agent or employee of Dominion East Ohio or through electronic or other means acceptable to the Commission. East Ohio will obtain an actual meter reading at the initiation and/or the termination of service if the meter has not been read within the immediately preceding seventy days and access to the meter is provided, or at the request of the customer if the meter has been read within the preceding seventy days.
- If the customer has refused East Ohio access to its meter or other property, or if East Ohio has been unable to obtain an actual meter reading at least once within any twelve-month period, East Ohio may terminate service in accordance with Rule 9 of these Rules and Regulations. East Ohio may obtain a court order to gain access to its meter or other property.
- If consumption is billed pursuant to an applicant requesting East Ohio to provide lighting services on an unmetered basis, such service shall be billed on an estimated basis.
19. **Meter Testing.** In accordance with Section 4933.09 of the Ohio Revised Code, gas meters in use shall be tested on the request of the customer, in his presence if desired by him, with a tested and sealed meter-prover, by an authorized employee or agent of East Ohio. If the

meter is found to be correct, and it is deemed correct if the variation is not greater than three percent, the party requesting the inspection shall pay a fee for the removal of the meter for the purpose of the test. The fee for a residential or small commercial customer using a 250 or 400 class diaphragm meter is \$40; for all other customers, the fee is \$270. If the meter is proved incorrect, no fees or expense shall be paid by the customer, and East Ohio shall furnish a new meter without charge to the customer.

20. **Back Billing.** East Ohio shall back bill in accordance with the guidelines established by the Public Utilities Commission of Ohio and the Ohio legislature (Section 4933.28 of the Ohio Revised Code and Rule 4901:1-13-04 of the Ohio Administrative Code).

21. **Delinquent Balance Transfer.**

- a) Except as otherwise provided in subparagraph b., East Ohio shall have the right to transfer a delinquent commercial or industrial account balance, regardless of the service address, to another commercial or industrial account in the name of or owned by the same customer or owner of that business or establishment.

For purposes of this Rule 22, "customer" means the party in whose name the account is carried.

- b) East Ohio may not transfer a delinquent commercial/industrial account to any residential account.

22. **Investigation Fee.** Whenever the gas service meter, metering equipment, or associated property was damaged, interfered with, displaced, bypassed or otherwise tampered with by a customer, consumer or other person, or when a person not authorized by East Ohio has reconnected service, and an East Ohio Service Investigator has been dispatched to investigate the matter prior to disconnection, the customer shall pay an Investigation Fee of \$112 prior to reconnection in addition to other required reconnection charges. The Investigation Fee will only be levied in those circumstances where East Ohio has reasonable proof of the customer's fraudulent or damaging practice. Reasonable proof is defined as an admission by the customer, documentation evidencing the fraudulent or damaging practice, or personal observation by East Ohio personnel or authorized agents of East Ohio.

**SECTION III- SERVICE LINES & MAINLINE EXTENSIONS**

23. **Service Line Installation.** In the installation of a service line, East Ohio will be responsible for all necessary connections with its distribution system and the extension of the service line from the distribution main to the meter without cost to the property owner or customer.
24. **Service Line Responsibilities.** Unless and until East Ohio repairs or replaces an existing service line, the service line from the curb valve to the meter, or where there is no curb valve then from and including the tie-in coupling to the meter, shall be the property of the owner of the premises and shall be under the property owner's exclusive control, and East Ohio shall not be liable for any imperfections therein or for any damage, injury or loss resulting, directly or indirectly, from the escape of gas therefrom. East Ohio shall be responsible for these facilities in accordance with the applicable provisions of the Pipeline Safety Act, 49 U.S.C. 60101 et seq., 49 C.F.R. part 192 and all applicable federal regulations, and Chapter 4901:1-16 of the Ohio Administrative Code. Such responsibilities shall include, but not be limited to, East Ohio's responsibilities for cathodic protection and leak detection of the service line up to and including the meter. East Ohio shall bear the cost of repairs or replacements to the service line and shall assume ownership of and responsibility for the service line whenever it is separated from the distribution main and a pressure test is required before the line can be returned to service. In the event a service line must be repaired or replaced as the result of damage to the service line caused by the property owner, customer or another party, East Ohio will repair or replace the service line at the expense of the property owner, customer or other party. Damages caused by a contractor working on behalf of a party shall be deemed to be the responsibility of that party. All gas lines on the outlet side of the meter and all associated fittings and connections shall at all times be the property of the owner of the premises and shall be under the property owner's exclusive control, and East Ohio shall not be liable for any imperfections therein or for any damage, injury or loss resulting, directly or indirectly, from the escape of gas therefrom.
25. **Installation and Inspection.** Before applying to East Ohio to turn on gas, it shall be the duty of the applicant to see that the gas lines on the outlet side of the meter and all associated fittings and connections and all gas appliances and equipment connected thereto have been installed and tested and are maintained in accordance with applicable governmental codes and regulations including, but not limited to, the International Fuel Gas Code and with the reasonable requirements of East Ohio and are free of leaks. East Ohio shall comply with Rule 4901:1-13-05 of the Ohio Administrative Code with respect to testing gas piping downstream of the meter.
26. **Service Line Extensions Prohibited.** No service line supplying gas to any building shall be extended by the owner or customer so as to furnish gas to any other building.
27. **House Piping.** The customer shall install and maintain, at the customer's expense, the house piping from the outlet of the meter to gas burning appliances.

28. **Appliances.** The customer shall install and maintain all appliances, at the customer's expense.
29. **Inspections of Altered Piping.** It shall be the duty of the customer to notify the Company promptly of any additions, changes, alterations, remodeling or reconstruction affecting gas piping on the customer's premises.
30. **Extension of Distribution Mains.** East Ohio will extend its distribution mains for the furnishing of natural gas on any dedicated street or highway without cost to the residential customer whenever at least one such customer on an average of each 100 additional feet of pipe in the street or highway in which the extension is to be run shall first agree to take a supply of gas at the applicable rate, measurement to be taken from the end of the nearest distribution main that has the capacity to serve the customer(s). Upon application for a service extension of main in excess of an average of 100 feet for each applicant for such service, East Ohio may enter into an extension agreement with the applicant or applicants providing for a deposit with East Ohio of a sum deemed adequate by East Ohio to cover the cost to be incurred by it for the excess of the extension over the average of 100 feet for each applicant to be served. Each applicant shall have the option of making such payment in the form of a one-time deposit or a monthly payment to be billed to the applicant and/or subsequent customer(s) at the same premises for a period of seven years or until the cost of the mainline extension is included in East Ohio's rates and charges for service, whichever comes first. If the applicant chooses to make the payment in the form of a one-time deposit, such deposit shall be refunded within a period of 10 years from the date of the agreement at a rate per each additional residential customer thereafter connected with said extension, equivalent to the rate per 100 feet deposited, the total amount refunded not to exceed the amount deposited. No refund shall be made after 10 years from the date of the extension agreement and such deposit shall, after such period, become the property of East Ohio. Extension deposits shall bear no interest. East Ohio shall apply the preceding terms to home builders and residential developers on the basis of anticipated residential customers, and, as a result, the deposit refund provisions are not applicable in such instances. Extensions of street and highway mains shall at all times be the property of East Ohio. Mainline extensions that are not installed in road right of way, or adjacent thereto, will be made only if the following guidelines are met:
- a) A minimum 20 foot legally described easement or blanket right of way is made and granted, provided, however, that all gas mainlines with a maximum allowable operating pressure at or above 100 psi must have a minimum 30 foot easement.
  - b) Free and clear access to the gas mainline is maintained with no structures permitted on the easement.

East Ohio shall not be required to lay any service lines across paved streets or highways. East Ohio shall not be required to make any extensions of its mains or to lay any service lines during the months of December, January, February and March of any year.

Nothing contained herein shall be construed to prohibit East Ohio from making longer free extensions than herein prescribed provided like free extensions are made to other applicants under similar conditions.

31. **Right of Removal.** No person or entity shall erect any structure within a Company easement or change the existing grade over a Company gas line without the express permission of East Ohio. East Ohio shall have the right to remove any such structure or grade change at the expense of the customer or responsible party.
32. **Discontinuance of Supply on Notice of Defect in Customer's Property.** If, at any time, in the opinion of East Ohio the property owner's service line, other gas lines, fittings, connections, gas appliances or equipment on a customer's premises are defective or in such condition as to constitute a hazard, East Ohio, upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such service line or such other gas lines until such defect or condition has been rectified by the property owner or customer in a manner satisfactory to East Ohio.

#### **SECTION IV – MISCELLANEOUS**

33. **Tariff Disclosure.** A full and complete copy of East Ohio's current tariff covering rates and charges for service and terms and conditions of service will be available on www.dom.com or will be provided upon request within five business days. East Ohio shall comply with the tariff disclosure requirements established by The Public Utilities Commission of Ohio and set forth in Section 4901:1-1-03 of the Ohio Administrative Code, as amended from time to time.
34. **PUCO Orders.** These Rules and Regulations are subject to and include as part thereof all orders, rules and regulations applicable to East Ohio from time to time issued or established by the Public Utilities Commission of Ohio under its emergency powers.
35. **Right to Modify.** East Ohio reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other rules and regulations as experience may suggest and as East Ohio may deem necessary or convenient in the conduct of its business.



## **General Terms and Conditions of Transportation Service**

### **Definitions**

Core 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 taking transportation service hereunder.

Customer's 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 used by East Ohio for billing purposes.

Daily Available Volume -- the quantity of gas available to be redelivered by East Ohio to the Customer on any given day. This quantity is equal to the volume of gas delivered to East Ohio for the Customer's account on that day, less any appropriate unaccounted-for gas percentage, plus any adjustments associated with Positive Imbalance Volumes, which will be available during non-OFO periods.

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 to the Customer.

Delivery Volume -- the volume of gas delivered by East Ohio to the Customer based on actual or estimated usage.

EBB -- East Ohio's Electronic Bulletin Board.

FERC -- the Federal Energy Regulatory Commission.

Human Needs Customer -- any Customer who uses natural gas for heating a residence, or a governmental agency or other entity which 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.

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 and saturated with water vapor.

MMBtu -- one million (1,000,000) British thermal units.

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Bruce C. Klink, President

## **General Terms and Conditions of Transportation Service**

Monthly Tolerance Level -- the imbalance tolerance level, expressed as a percentage of the sum of all daily volumes delivered to the Customer during the Customer's Billing Cycle, that establishes the degree to which the Customer's Positive Imbalance Volumes will be subject to reconciliation on a volumetric basis.

Negative Imbalance Volume -- the amount by which the sum of all daily volumes delivered to the Customer during the Customer's Billing Cycle exceeds the sum of the daily volumes available for redelivery by East Ohio to the Customer during the same period.

Positive Imbalance Volume -- the amount by which the sum of all daily volumes available for redelivery by East Ohio to a Customer during the Customer's Billing Cycle exceeds the sum of all daily volumes delivered to the Customer during the same period.

Production Receipt Point(s) -- the meter(s) at which Ohio produced gas is delivered into East Ohio's system for the Customer's account.

Production Volume -- the volume of gas delivered by the Customer 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.

Summer Period -- the seven month period beginning April 1 and continuing through October 31.

Supplier -- any entity that has in effect a pooling service agreement with East Ohio or arranges for the production and/or delivery of Production Volumes to East Ohio.

Transportation Receipt Point(s) -- the interconnection(s) at which gas is delivered into East Ohio's system from an Upstream Pipeline for the Customer's account.

Transportation Volume -- the volume of gas delivered for the Customer's account on any Day into East Ohio's system at the Transportation Receipt Point(s).

Upstream Pipeline -- any interstate pipeline, intrastate pipeline, or local distribution company other than East Ohio through which gas is delivered directly to East Ohio for the Customer's account.

Variable Cost of Service -- the portion of the cost of service that fluctuates according to the volume of service provided, including gas costs and associated riders as applicable, lost and unaccounted-for gas, and excise taxes.

Winter Period -- the five month period beginning November 1 and continuing through March 31.

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## **General Terms and Conditions of Transportation Service**

### **1. Sources of Supply**

- 1.1 Customers may receive gas supplies delivered to East Ohio from Upstream Pipelines and/or Production Receipts Points.

### **2. Authorized Daily Volume**

- 2.1 Customer's Authorized Daily Volume on any Day consists of the sum of Customer's Daily Available Volume plus any additional volumes that East Ohio authorizes Customer to use on that Day. Delivery of Customer's Authorized Daily Volume is firm, except as provided in this Section 2.1. Such deliveries, however, shall be subject to interruption or curtailment based on the failure of an Upstream Pipeline to deliver Transportation Volumes, the failure of the Customer or its Supplier to deliver Production Volumes, Force Majeure conditions, or an order of the PUCO or other governmental body. The Customer and East Ohio shall use their best efforts to minimize such interruption or curtailment within the limitations of applicable law, regulations, and orders of any governmental authority. Customer, or a Supplier on Customer's behalf, must submit a valid nomination of supply that reasonably reflects Customer's anticipated usage. Consumption at Customer's facility in excess of the Authorized Daily Volume is interruptible service, and upon notice to Customer, East Ohio may interrupt service or require Customer to reduce consumption to Customer's Authorized Daily Volume whenever East Ohio deems it necessary to do so. East Ohio may, at its option, require such reductions in consumption by DTS Customers prior to imposing similar reductions on TSS or GTS Customers.
- 2.2 In the event Delivery Volumes are in excess of the Authorized Daily Volume on any day on which East Ohio requires Customer to limit gas consumption to that Authorized Daily Volume, Customer shall be liable for all gas costs, transportation costs, penalties, and fines incurred by East Ohio as a result of Customer's deliveries in excess of its Authorized Daily Volume.

### **3. Electronic Bulletin Board**

- 3.1 All Customers and/or their authorized agents will have access to East Ohio's EBB. The EBB will provide, at a minimum, for the electronic nomination and confirmation of Customer's Production Volumes and Transportation Volumes, information concerning Customer's Delivery Volumes and imbalances and other information and critical postings.

### **4. Volume Banking Service**

- 4.1 Under the Volume Banking Service, East Ohio will reconcile in subsequent Customer Billing Cycles, on a volumetric basis, any Positive Imbalance Volumes previously incurred.

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## **General Terms and Conditions of Transportation Service**

- 4.2 Customers must subscribe to the Volume Banking Service set forth in Rate Schedules TSS, GTS, and DTS to be eligible for the provisions of Volume Banking Service. The service is optional for all DTS transportation Customers; a minimum Monthly Tolerance Level is specified in Rate Schedules TSS, and GTS. Customers must execute new or amended contracts reflecting their desired Monthly Tolerance Level. If Customer does not elect a specific percentage for a Monthly Tolerance Level, East Ohio will utilize ten percent (10%) for TSS, and GTS Customers and zero percent (0%) for DTS Customers.

### **5. Positive Imbalance Volumes**

- 5.1 Unless Customer and East Ohio otherwise agree, East Ohio will purchase Customer's Positive Imbalance Volumes, in excess of Customer's Monthly Tolerance Level, at a rate determined by adding the current month's Positive Imbalance Volume reference gas cost, the minimum of the daily midpoints of common price spreads for gas entering Dominion South Point during the month as published in *Platt's Gas Daily* (The McGraw-Hill Companies, Inc.), or an appropriate successor index should it cease to be published, times eighty percent (80%), plus the variable transportation charges paid to bring the gas to East Ohio's system, adjusted for shrinkage.
- 5.2 Positive Imbalance Volumes within Customer's Monthly Tolerance Level shall be available for delivery to the Customer during non-OFO periods in the Customer Billing Cycle following the determination of the Positive Imbalance Volume (the "Adjustment Month"), by increasing the Customer's Daily Available Volume on each Day in the Adjustment Month by an amount equal to the Positive Imbalance Volume divided by the number of days in the Adjustment Month.

### **6. Negative Imbalance Volumes**

- 6.1 East Ohio will sell gas to Customer to eliminate Negative Imbalance Volumes at a rate determined by adding the current month's Negative Imbalance Volume reference gas cost, the maximum of the daily midpoints of common price spreads for gas entering Dominion South Point during the month as published in *Platt's Gas Daily* (The McGraw-Hill Companies, Inc.), or an appropriate successor index should it cease to be published, times one hundred and twenty percent (120%), plus the 100% load factor firm transportation charges to transport gas on Dominion Transmission, Inc. ("DTI") to East Ohio's interconnections with DTI, plus excise tax, adjusted for shrinkage. Charges for Negative Imbalance Volumes attributable to the Customer's failure to comply with operational flow orders or operational matching orders will be based on the provisions of Section 13. If the Customer's Negative Imbalance Volumes exceed 25% of all daily volumes delivered to the Customer during the Customer's Billing Cycle over two or more consecutive months, East Ohio may at its sole discretion in accordance with reasonable and standard industry practice, terminate the contract for transportation service upon thirty (30) days written notice to the Customer and commence rendering

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## **General Terms and Conditions of Transportation Service**

sales service pursuant to the applicable rate schedule upon termination of the contract for transportation service.

### **7. Transportation Receipt Points**

- 7.1 All Transportation Volumes will be measured at Transportation Receipt Points in accordance with the terms of East Ohio's agreement with the Upstream Pipeline and shall be conclusive for purposes of these tariffs.
- 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 Customer's Transportation Volumes to an Mcf basis. For each calendar year, East Ohio will calculate the weighted average heat content of all gas delivered to East Ohio by Upstream Pipelines during this period. 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 Customer agree in writing to an alternative Heat Content Adjustment Factor. If such a review indicates 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 Customer's account, unless Customer 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 Customer's account at Transportation Receipt Points shall be nominated to East Ohio in advance according to the procedures outlined in this Section and in East Ohio's EBB.
- 8.2 Nominations must conform, in content and format, with East Ohio's specifications for Transportation Volume nominations, which shall include, at a minimum: Customer's East Ohio contract number; Upstream Pipeline; Upstream Pipeline contract number; and requested daily Transportation Volume.
- 8.3 East Ohio will either confirm, in total or in part, or reject Customer'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

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Effective:

## **General Terms and Conditions of Transportation Service**

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 Customer 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 Customers and Suppliers fails to correct operational deficiencies, East Ohio may exercise its authority under Paragraph 13.1 to issue Supplier-specific and/or system-wide OFOs.

- 8.4 Confirmed nominations will become effective on the date specified in the Customer'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.
- 8.5 Nominations made in accordance with this Section do not relieve Customer of the obligation to submit corresponding nominations for service with an Upstream Pipeline.

### **9. Firm Receipt Point Option**

- 9.1 The Customer 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 the contract.
- 9.2 Access to any receipt points on East Ohio's system, as to which an election pursuant to Section 9.1 above has not been made, shall be on a best efforts basis.
- 9.3 A Customer making an election pursuant to Section 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.

### **10. Production Receipt Points**

- 10.1 The unit of measurement for Production Volumes shall be one (1) cubic foot of gas, and the term "cubic foot of gas" shall mean a cubic foot of gas at a pressure of 14.73 PSIA and at a temperature of 60 degrees Fahrenheit. For purposes of measurement and meter calibration, atmospheric pressure shall be assumed to be 14.4 pounds per square inch. All gas delivered to East Ohio by the Customer or its Supplier shall be measured by orifice, rotary or other measurement facilities constructed, installed and operated in accordance with standard industry practices and East Ohio's requirements for such facilities, except where superceded by a Measurement Operating Agreement. The volumes of gas delivered to East Ohio shall be computed from meter records and converted into the unit of measurement specified above in accordance with reasonable and standard industry practices. Correction shall not be made for deviation from the Ideal Gas Laws. In the absence of a recording thermometer, an assumed flowing temperature of 60 degrees Fahrenheit shall be

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Bruce C. Klink, President

## **General Terms and Conditions of Transportation Service**

used in computing said quantities of gas; provided, however, that if the temperature of the natural gas passing through the meter is determined for any Day by the use of a recording thermometer, then the arithmetic average of the temperature recorded for such Day shall be used.

- 10.2 The Production Volume delivered to East Ohio shall be delivered in its natural state, have a gross heating value of not less than 1,000 British thermal units per cubic foot at 14.73 PSIA, 60 degrees Fahrenheit and must conform with East Ohio's gas quality standards in effect at the time. East Ohio reserves the right to accept gas of non-standard specification on a non-discriminatory basis pursuant to an agreement setting forth applicable terms, conditions and charges, if applicable, provided the acceptance of such gas does not adversely impact East Ohio's operations or service to customers.
- 10.3 If at any time the delivery by the Customer or its Supplier at the Production Receipt Point(s) specified by the Customer or its Supplier and accepted by East Ohio shall be less than an average of ten thousand cubic feet per Day, then East Ohio, at its sole option, may require the gas behind any such meter(s) to be measured pursuant to a Measurement Operating Agreement, by giving the Customer or its Supplier thirty (30) days' prior written notice.
- 10.4 The Production Receipt Points for Production Volumes from physical meters specified by the Customer or its Supplier and accepted by East Ohio shall be at measuring stations constructed to East Ohio's standards, where the measurement and regulation equipment will be operated and maintained by East Ohio, except where superceded by a Measurement Operating Agreement. The measuring station will be located at such points as East Ohio and the Customer or its Supplier shall agree, on East Ohio's lines as now constructed or on any extensions thereof that East Ohio may hereafter construct. The sites for said measuring stations may be furnished by East Ohio, or, if furnished by the Customer or its Supplier, shall provide rights of ingress and egress to East Ohio. In the event the Customer or its Supplier wishes to change any Production Receipt Points, the Customer or its Supplier shall reimburse East Ohio in advance for East Ohio's costs in connection with the change. The Customer or its Supplier shall be directly responsible for all other costs associated with the change. Measuring stations on East Ohio's lines existing as of the effective date of these terms and conditions and owned by the Customer, its Supplier or any other person, shall, subject to the approval of East Ohio, also be designated as Production Receipt Points, where the measurement and regulation equipment will be operated and maintained by East Ohio, except where superceded by a Measurement Operating Agreement.
- 10.5 The Customer or its Supplier may aggregate Production Volumes as measured by third parties at measuring stations furnished, constructed, owned, operated and maintained by third parties. Detailed information concerning such aggregated

## **General Terms and Conditions of Transportation Service**

Production Volumes shall be reported by the Customer or its Suppliers to East Ohio in a timely manner in accordance with reasonable and standard industry practice.

- 10.6 The Customer or its Supplier shall be responsible for the construction of any necessary pipeline extending from the wells to the Production Receipt Points agreed upon. The Customer or its Supplier, at their expense, shall construct any required measuring stations in accordance with East Ohio's standards. All new pipelines that connect wells specified by the Customer or its Supplier with East Ohio's measuring stations shall be owned and constructed by the Customer or its Supplier.
- 10.7 Unless otherwise agreed to by East Ohio and Customer or its Supplier, prior to construction of Production Receipt Point, East Ohio and the Customer or its Supplier shall enter into an agreement identifying cost, construction and ownership responsibilities of all parties.
- 10.8 Production Volumes received by East Ohio at Production Receipt Points specified by the Customer or its Supplier and accepted by East Ohio shall be taken by East Ohio on a best efforts basis at all times at full flow against the varying pressures maintained from time to time in East Ohio's pipelines. East Ohio at any time may suspend the taking of gas hereunder while making repairs or alterations in its facilities or when East Ohio deems it to be operationally necessary in accordance with reasonable and standard industry practice. When practicable East Ohio shall notify the Customer or its Supplier in advance of its plans to suspend the taking of gas, giving its best estimate of the duration of the suspension. Such repairs and alterations shall be completed with reasonable speed, unavoidable delays excepted. During periods when East Ohio must suspend the taking of gas, East Ohio shall not be required to accept Production Volumes from meters. Subject to the foregoing, the Customer or its Supplier may submit a request in writing to East Ohio for approval to install equipment to compress and pump the gas to be delivered to East Ohio hereunder at the existing delivery point or at an alternative delivery point. If the Customer or its Supplier compresses and pumps gas into East Ohio's system, the Customer or its Supplier shall install and maintain at its own expense the necessary equipment for the elimination or suppression of pulsation in the flowing gas that is created by compression equipment.
- 10.9 The capacity of East Ohio's facilities to receive Production Volumes at the Production Receipt Points shall be determined by East Ohio in its sole judgment, in accordance with reasonable and standard industry practice. East Ohio shall have the right to restrict, limit or halt its receipt of Production Volumes whenever, in its sole judgment, in accordance with reasonable and standard industry practice, it is necessary to do so due to Force Majeure, an order of the PUCO or other governmental body, or circumstances requiring East Ohio to act to protect its ability to meet its Core Demand. In the event East Ohio exercises its right to restrict, limit, or halt its receipt of Production Volumes, it shall give the Customer or its Supplier notice by telephone, letter, or otherwise to decrease or terminate deliveries of

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## **General Terms and Conditions of Transportation Service**

Production Volumes to East Ohio until such time as, in East Ohio's sole judgment, in accordance with reasonable and standard industry practice, deliveries may be increased or resumed. If the Customer or its Supplier fails to act promptly in accordance with such notice, East Ohio shall have the right to shut in Production Receipt Points or otherwise refuse to accept further Production Volumes at the Production Receipt Points.

- 10.10 The Customer or its Supplier shall install and maintain at the Customer's or its Supplier's own expense, the necessary equipment for separating and removing oil, water, water vapor, salt, dust, and other foreign substances from Production Volumes upstream of the Production Receipt Points. The gas delivered to East Ohio at the Production Receipt Points shall be free from all foreign matter or fluid contamination that could interfere with its marketability or interfere with the operation of East Ohio's lines, regulators, meters, or other appliances connected with East Ohio's system. East Ohio may refuse at any time any Production Volumes that contain contamination or objectionable odors or otherwise do not meet East Ohio's gas quality standards in effect at the time. East Ohio may bill the Customer or its Supplier for any and all costs associated with removing oil, water, water vapor, salt, dust and other foreign substances erroneously delivered into East Ohio's system.
- 10.11 East Ohio shall furnish, install, and maintain all meters and gauges at the Production Receipt Points, except where superceded by a Measurement Operating Agreement. East Ohio shall read the meters, which shall be accessible to inspection and examination by the Customer or its Supplier at all reasonable times. If either party challenges the accuracy of any meter in use under the contract and desires to have the meter tested, East Ohio shall test the meter in the presence of a Customer or Supplier employee or representative, if the Customer or its Supplier wishes to exercise the right to be present or to be represented at such test. The cost of testing the meter shall be borne by the party challenging its accuracy if it proves to be correct, and it shall be deemed correct if there be no greater variation than three percent (3%), either fast or slow. If the meter on test proves to be incorrect, the cost of testing the meter shall be borne by East Ohio. Any adjustment for errors in the meter shall be made for a period not to exceed twelve months prior to the date of challenge by either party. The statements of meter measurement and estimated deliveries rendered by East Ohio to the Customer or its Supplier monthly shall be final, excepting as to corrections or adjustments then pending or subsequently determined by East Ohio, unless exceptions to the statements are made and mailed to East Ohio within sixty (60) days after the Customer or its Supplier receives the statements. Corrections or adjustments shall be made by adjusting volumes in the first measurement period following their determination.

## **11. Nomination of Production Volumes**

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## **General Terms and Conditions of Transportation Service**

- 11.1 All Production Volumes received for Customer's account at Production Receipt Points shall be nominated to East Ohio in advance according to the procedures outlined in this Section and in East Ohio's EBB.
- 11.2 Nominations must conform, in content and format, with East Ohio's specifications for Production Volume nominations, which shall include, at a minimum: Customer's East Ohio contract number and requested daily Production Volume.
- 11.3 Subject to the limits of East Ohio's operating conditions and facilities, and the reasonableness of Customer's nomination as determined solely by East Ohio, East Ohio will either confirm, in total or in part, or reject Customer's Production Volume nomination. Confirmed Production Volumes will be posted on East Ohio's EBB.
- 11.4 Confirmed nominations will become effective on the date specified in the Customer's nomination and will remain in force until the last day of the current calendar month, unless superseded by a subsequent Production Volume nomination.

## **12. Reconciliation of Production Volumes**

- 12.1 Confirmed Production Volume nominations will be credited to Customer's account on the date specified in the Customer's nomination. When actual Production Volumes are known, any discrepancies between actual and confirmed Production Volumes will be reconciled, in the first full billing cycle following the determination of actual Production Volumes, in accordance with the provisions of Sections 5 and 6 hereunder.

## **13. Operational Flow Orders**

- 13.1 In order to support system operations and maintain system integrity, Customers are subject to East Ohio's issuance of operational flow orders ("OFO") which may direct Customers to adjust Daily Available Volumes as adjusted to reflect flowing supplies to match Delivery Volumes as determined by East Ohio. East Ohio may also issue OFOs that direct Customers to deliver specific quantities of gas to specific Transportation Receipt Points. Failure to comply with an operational flow order may result in the billing of the following incremental charges times the OFO shortfall which is defined as the imbalance between Daily Available Volumes and Delivery Volumes, as determined by East Ohio, on those Days subject to the OFO:

(A) the payment of a gas cost equal to the highest incremental cost paid by East Ohio on the date of non-compliance; and

(B) demand charges based on the Dominion Transmission, Inc. FTNN rate schedule pursuant to the following schedule:

Issued:

Effective:

**General Terms and Conditions of Transportation Service**

Number of Days of Noncompliance During the Calendar Month	Monthly Demand Charge Multiplier Applied to Maximum OFO Shortfall
One, Two, or Three	Three
Four, Five, or Six	Six
Seven, Eight, or Nine	Nine
Ten or More	Twelve

The maximum amount that the Customer shall pay pursuant to Section 13.1(B) over any Winter Season shall be Twelve months' demand charges multiplied by the Maximum OFO shortfall experienced during that Winter Season; and

- (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 associated excise tax.
- (D) East Ohio shall credit all payments received for charges billed pursuant to this Section to costs recovered through Transportation Migration Rider – Part B.

13.2 Customers in compliance with an OFO shall not be subject to any incremental charges or costs.

**14. Obligations**

- 14.1 The Customer shall be deemed to be in control and possession of the gas delivered to East Ohio for Customer's account, until it shall have been delivered to 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 redelivered to the Customer by East Ohio at the Delivery Point(s).
- 14.2 The Customer warrants the title to the gas delivered to East Ohio at the Transportation Receipt Point(s) or the Production Receipt Point(s), 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 delivered to East Ohio, provided, however, that if any person or party makes claim to any gas delivered to East Ohio adverse to Customer'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 Customer 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.

**15. Provision for Human Needs Customers**

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## **General Terms and Conditions of Transportation Service**

- 15.1 Human Needs Customers are required to have adequate installed operational alternate fuel equipment and fuel; arrange for firm natural gas commodity, capacity, and delivery service; or purchase Standby Service from East Ohio. Human Needs Customers must inform East Ohio if they have alternative fuel capabilities or firm natural gas service, or they will be billed the otherwise applicable Standby Service charges. East Ohio shall determine the sufficiency of a Customer's alternative fuel capability or firm natural gas service on a non-discriminatory basis. Failure to inform East Ohio and demonstrate sufficient alternative fuel capability or firm natural gas service will result in East Ohio automatically assigning and billing Customer for an appropriate level of Standby Service based on historical usage.

### **16. Force Majeure**

- 16.1 The term "Force Majeure," as used herein, and as applied to East Ohio or the Customer, shall mean unforeseen 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, freezing of wells or pipelines, partial or entire failure of such wells, 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.
- 16.2 In the event East Ohio or the Customer 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 transportation service agreement and applicable rate schedules, and after notice of the Force Majeure condition is given to the other party in writing or by facsimile, the obligation of both parties, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused except the obligation to continue delivery of Production Volumes during curtailment periods, and the Force Majeure condition shall be remedied with all reasonable dispatch.
- 16.3 Whenever East Ohio has implemented its Emergency Curtailment Plan on file with the PUCO or is unable to meet its Core Demand due to Force Majeure conditions on, or upstream of, East Ohio's system, East Ohio shall have the right to use the Customer's flowing supplies to meet its Core Demand. Any interruption in the Customer's service entitlement resulting from such condition shall be remedied as quickly as possible, and must be preceded by the exhaustion of other reasonable alternatives to avoid the involuntary interruption of service. To the extent possible and appropriate in the circumstances, any necessary interruptions in service will be based on the size and location of the facilities involved, to minimize the absolute number of interruptions required.

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Bruce C. Klink, President

## **General Terms and Conditions of Transportation Service**

- 16.4 If East Ohio and the Customer have not entered into a contractual compensation arrangement covering the sale of Customer's gas to East Ohio, East Ohio shall compensate the Customer for gas diverted by East Ohio from the Customer pursuant to Section 16.3, above, as follows: East Ohio shall reimburse the Customer for the cost of the gas diverted plus a portion of the Customer's annual interstate pipeline demand charges, if any, in each month in which gas is taken by East Ohio. On the first Day on which gas is diverted in any month, the demand charge compensation shall equal 1/24 of the Customer's annual pipeline demand charges; if gas is diverted on two or more Days in a month, the demand charge compensation shall be 1/12 of the Customer's annual pipeline demand charges. In no event shall the monthly demand charge compensation exceed 1/12 of the Customer's annual pipeline demand charges. The total compensation determined in accordance with this Section shall not be less than the cost of gas as computed pursuant to Section 6.1 of these General Terms and Conditions of Transportation Service.
- 16.5 Neither East Ohio nor the Customer shall be liable in damages to the other for any act, omission or circumstances occasioned by, or in consequence of, Force Majeure.
- 16.6 Such causes or contingencies affecting the performance of the transportation service agreement by East Ohio or the Customer shall not relieve the affected party of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by facsimile to the other party as soon as reasonably practical after the occurrence of the cause relied upon, nor shall such causes or contingencies affecting the performance of the transportation service agreement by either party relieve it of liability in the event of its concurring negligence, nor shall such causes or contingencies affecting the performance of the transportation service agreement relieve either party from its obligations to make payments of amounts then due under the Customer's transportation service agreement or applicable rate schedules in respect to gas already delivered.

### **17. Late Payment Charge**

- 17.1 Charges previously billed to Customer 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.

### **18. Ownership of Facilities**

- 18.1 Except as provided herein or otherwise agreed upon, all pipelines, fittings and other properties furnished under these General Terms and Conditions of Transportation Service shall remain the property of the party paying for the facilities, who shall be solely responsible for the maintenance and operation of those facilities, and each party may remove its property at the termination of the contract.

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## **General Terms and Conditions of Transportation Service**

### **19. Governmental Authorizations**

- 19.1 East Ohio and Customer shall file, as soon as practicable after execution of the transportation service agreement, all necessary applications with the appropriate governmental authorities for the purpose of securing all requisite authorizations for the service contemplated by the agreement, and shall proceed with all due diligence to secure such governmental authorizations if required.
- 19.2 In the event governmental approval of the transportation service agreement is conditioned in any manner, East Ohio or Customer may, within 30 days of such event, elect to terminate the agreement by giving the other fifteen days notice, and upon such termination neither party shall have any liability or obligation to the other by reason of the transportation service agreement other than the obligation to make payments as provided for in the agreement with respect to events or transactions that have occurred prior to such termination.
- 19.3 If the transactions provided for under the transportation service agreement at any time subject either party to the jurisdiction or regulation by the FERC to an extent greater than any which exists on the date of the contract, whether by reason of statutory, regulatory or judicial action, then either party may elect to terminate the contract in the manner provided for in Section 19.2 above, provided, however, that termination shall not relieve either party of its obligations under the transportation service agreement or applicable rate schedules with respect to transactions that have occurred prior to the date of termination.

### **20. Limitation on Liability**

- 20.1 East Ohio shall have no liability for acts arising out of obligations performed under its tariff, provided that East Ohio's actions are in accordance with its tariff and applicable industry standards. In no event shall East Ohio be liable for any consequential, incidental or punitive damages for acts or omissions that are alleged to violate East Ohio's tariff or applicable industry standards.
- 20.2 Each party to the Agreement shall bear responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the Agreement hereunder, causing damages or injuries of any kind to the other party or to any third party, unless expressly agreed in writing between the parties. Therefore, the offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss or damage whatsoever suffered by the non-offending party or by any third party. As used herein, the term "party" shall mean a corporation or partnership entity or individual with whom East Ohio has a contractual relationship. The phrase "damages or injuries of any kind" shall include, without limitation, actual damages, litigation expenses, court costs, and attorneys' fees, and the phrase "tortious acts or tortious omissions" shall include

## **General Terms and Conditions of Transportation Service**

without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions.

### **21. Miscellaneous**

- 21.1 No modification of the terms and provisions of the transportation service agreement shall be made or become effective except by the execution of a supplementary written agreement.
- 21.2 No waiver by East Ohio or the Customer of any one or more defaults by the other in the performance of any provision of the transportation service agreement or applicable rate schedules shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.
- 21.3 The transportation service agreement shall not be assignable without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 21.4 The payments of the rates stated in the transportation service agreement or applicable rate schedules as well as the other provisions and conditions of these General Terms and Conditions of Transportation Service shall be subject to all applicable Federal and State laws and orders, rules and regulations.
- 21.5 In the event any tax is imposed on natural gas, or the production, severance, gathering, transportation, sale, delivery, or use of natural gas, or if such tax is imposed in any other manner so as to constitute directly or indirectly a charge upon the gas delivered to East Ohio for redelivery pursuant to the transportation service agreement, the amount of such tax shall be borne by the Customer so far as it affects or relates to or is apportionable to the gas delivered to East Ohio under the transportation service agreement or applicable rate schedules. In the event East Ohio is required to pay such tax, the amount of the tax shall be billed directly to the Customer.
- 21.6 The Customer shall pay, or cause to be paid, any royalty payments due or owed on the gas delivered pursuant to the transportation service agreement, and shall indemnify and hold East Ohio harmless from any responsibility, liability or obligation for payment of any such royalty. In the event East Ohio is obligated by law to make any such royalty payment directly to royalty owners, the Customer shall reimburse East Ohio for any such payment and any costs associated with such payment. If the Customer fails to reimburse East Ohio, East Ohio may deduct the amount of such payments or costs from any payments accruing to the Customer under the transportation service agreement or applicable rate schedules, or take production in kind in satisfaction of the Customer's obligation.

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Bruce C. Klink, President

Contract No. \_\_\_\_\_

**SERVICE AGREEMENT**  
**ENERGY CHOICE POOLING SERVICE**

THIS AGREEMENT is entered into as of \_\_\_\_\_, by **THE EAST OHIO GAS COMPANY d/b/a Dominion East Ohio** ("East Ohio") and \_\_\_\_\_ ("Supplier").

**WITNESSETH:** That in consideration of the mutual covenants contained in this Agreement, the parties agree:

Section 1. **Service to be Rendered.** In accordance with the provisions of East Ohio's General Terms and Conditions of Energy Choice Pooling Service ("ECPS General Terms and Conditions"), a copy of which is attached and incorporated as a part of this Agreement, and the terms and conditions of this Agreement, East Ohio shall receive the aggregate quantities of gas requested by Supplier to be delivered to East Ohio for redelivery by East Ohio to Supplier's Customers within the State of Ohio.

Section 2. **Regulation.** This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations, if any. This Agreement shall become null and void or expire, as appropriate, if necessary regulatory approval or authorization is not received or continued.

Section 3. **Rates and Charges.** Supplier shall be assessed the following charges, as discussed in more detail in the ECPS General Terms and Conditions, on a non-discriminatory basis. All charges billed to Supplier shall be subject to the Gross Receipts Tax Rider.

- **Financial Evaluation Fee** - \$47.80 for the initial and each subsequent Supplier creditworthiness review performed by East Ohio.
- **Eligible Customer List Fee** - Supplier shall pay \$0.048 per name and address provided in the initial customer information list, and thereafter for each additional update requested by Supplier. Alternatively, Supplier may pay \$0.072 per name and address provided, and East Ohio shall provide not more than three quarterly updates during the 12 months following the date of the customer information agreement at no charge and at a time to be determined solely by East Ohio.
- **Supplier Energy Choice Pooling Service Fee** - A volumetric charge of \$0.033 per Mcf for all Daily Pool Requirement volumes redelivered to Supplier's Customers.

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Bruce C. Klink, President



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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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- **Customer Conversion Charge** - \$4.78 for each End Use Customer payable when the End Use Customer initially receives commodity service from Supplier after having been served in the prior Customer Billing Cycle by another Supplier.
- **Optional Assignment of Upstream Capacity Charge** - Upstream Pipeline Primary Firm Transportation capacity and/or Contract Storage capacity made available by East Ohio may be assigned to Supplier upon its request and will be structured as a release of capacity at the full maximum rates paid by East Ohio, in accordance with Paragraphs 4.1 and 4.4 of the ECPS General Terms and Conditions.
- **On-System Storage Transfer** - Supplier shall purchase from or sell to East Ohio On-System Storage volumes in place in amounts necessary to attain required On-System storage inventory levels pursuant to Section 5 of the ECPS General Terms and Conditions. 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 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 the ECPS General Terms and Conditions, and associated excise tax if applicable.
- **Firm Receipt Point Surcharge** - Suppliers electing to designate specific Transportation Receipts Points, set forth in Exhibit A to this Agreement, shall be assessed an amount determined in accordance with Section 9 of the ECPS General Terms and Conditions.
- **Daily Imbalance Trading Charge** - A total charge of \$95.60 per month shall be assessed for daily Imbalance Trading transactions with other ECPS Suppliers, as set forth in Section 17 of the ECPS General Terms and Conditions.
- **Daily Imbalance Charges** - Daily imbalance volumes created during periods in which no OFOs have been issued that are not otherwise offset through the imbalance trading procedure referenced above will be handled as follows. The sum of the positive daily imbalance volumes accumulated during the month will be totaled and purchased by East Ohio at a price based on the ratio of the cumulative positive daily imbalance volume to the sum of the Daily Pool Requirements for the month as further described in Paragraph 18.1 of the ECPS General Terms and Conditions. The sum of the negative daily imbalance volumes accumulated during the month will be totaled and sold by East Ohio at a price based on the ratio of the cumulative negative daily imbalance volume to the sum of the Daily Pool Requirements for the month as further described in Paragraph 18.1 of the ECPS General Terms and Conditions.
- **Monthly Imbalance Trading Charge** - A charge of \$95.60 per transaction shall be assessed for monthly Imbalance Trading transactions with other ECPS and FRPS Suppliers, as set forth in Section 19 of the ECPS General Terms and Conditions.

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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- **Optional Firm Storage Service Charge** - Optional firm storage service, if available, may be purchased by the Supplier at rates and charges identical to those of the Enhanced Seasonal Service offered under Rate Schedule FSS in accordance with Section 20 of the ECPS General Terms and Conditions.
- **OFO Non-Compliance Charge** - Non-compliance with an OFO may result in the recall of assigned capacity and the assessment of the following incremental charges as further described in Section 21 of the ECPS General Terms and Conditions: (a) the payment of a gas cost equal to the highest incremental cost paid by East Ohio on the date of non-compliance; and (b) demand charges based on the Dominion Transmission, Inc. FTNN rate schedule as set forth in paragraph 21.1(b) with the maximum amount over any Winter Season equal to twelve months' demand charges multiplied by the maximum OFO shortfall experienced during that Winter Season; and (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 associated excise tax.
- Fees and charges for any other service shall be established by East Ohio and assessed on a non-discriminatory basis. If Supplier desires a billing service or custom rate that is not readily available in East Ohio's billing system, East Ohio may establish a reasonable fee to recover reasonable programming and administrative costs associated with such custom billing requirements.

Section 4. **On-System Storage Capacity Election.** Supplier makes the following elections regarding the percentage of its prospective assignment of On-System Storage capacity pursuant to Paragraphs 5.4 and 5.5 of the ECPS General Terms and Conditions:

Percentage to be remarketed by East Ohio: \_\_\_\_\_ % (Paragraph 5.4)

Percentage to be used in other pooling services: \_\_\_\_\_ % (Paragraph 5.5)

The above elections may be updated annually hereafter prior to the Summer Period.

Section 5. **Representations.** Supplier represents that its (i) exact legal name is as set forth in this Agreement, (ii) place of formation is \_\_\_\_\_, and (iii) principal place of business is \_\_\_\_\_.

Section 6. **Notices.** Any notices, except those relating to billing or termination of service, required or permitted to be given pursuant to this Agreement shall be effective only if delivered personally or by facsimile to an officer or authorized representative of the party being notified, or mailed by certified mail to the address below:

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Bruce C. Klink, Vice President

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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**EAST OHIO:**

**SUPPLIER:**

The East Ohio Gas Company  
d/b/a Dominion East Ohio  
1201 East 55<sup>th</sup> Street  
Cleveland, OH 44103-1028

Attn: Jeffrey A. Murphy  
Director, Pricing and Regulatory Affairs

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: (216) 736-6376

Phone: \_\_\_\_\_

Fax: (216) 736-6247

Fax: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have accordingly and duly executed the Agreement as of its effective date.

\_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_

**THE EAST OHIO GAS COMPANY**  
**d/b/a Dominion East Ohio**

By: \_\_\_\_\_ Title: \_\_\_\_\_

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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**EXHIBIT A**

**FIRM RECEIPT POINT OPTION**

Transportation Receipt Point(s):

<u>Upstream Pipeline</u>	<u>Receipt Point(s)</u>	<u>Optional Firm Receipt Point Quantity (MMBtu per day)</u>
1.		
2.		
3.		

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**BILLING AGREEMENT - OPTION 2**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between The East Ohio Gas Company d/b/a Dominion East Ohio, an Ohio corporation having its principal place of business at 1201 East 55<sup>th</sup> Street, Cleveland, Ohio 44103 (hereinafter called "East Ohio") and \_\_\_\_\_ (hereinafter called "Supplier") to set forth the billing arrangements between East Ohio and its Energy Choice customers and between Supplier and these same Energy Choice customers for which Supplier is providing the gas commodity pursuant to East Ohio's Energy Choice Pooling Service, under Billing Option 2.

WHEREAS, East Ohio is providing gas transportation service to its Energy Choice customers whose gas commodity will be provided by Supplier.

WHEREAS, Supplier intends to provide the gas commodity to these same customers pursuant to East Ohio's Energy Choice Pooling Service and Supplier desires that East Ohio bill for both the transportation service and for gas commodity so that the Energy Choice customers shall receive one combined bill.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, East Ohio shall bill the aforementioned Energy Choice customers for both gas transportation service which these customers receive from East Ohio and for natural gas provided by Supplier, under the following terms and conditions, such terms and conditions to be called "Billing Option 2":

**ARTICLE ONE  
CUSTOMER BILLING**

- 1.01 When East Ohio has been notified by Supplier that Supplier has executed a new supply agreement with one of East Ohio's Energy Choice customers, East Ohio shall initiate the customer confirmation process as described in "Billing Rules for Energy Choice Pooling Customers," which document, as it may change from time to time, is hereby incorporated herein by reference.
- 1.02 East Ohio shall bill the customer for supplies, transportation and related charges. East Ohio is responsible for the collection of the combined bill, including the collection of arrearages. East Ohio and Supplier shall utilize the billing procedures described in "Billing Rules for Energy Choice Pooling Customers."
- 1.03 As described in "Billing Rules for Energy Choice Pooling Customer," East Ohio agrees to purchase the accounts receivable generated under this billing agreement. Accordingly, East Ohio shall remit one hundred percent (100.0%) of the value of such receivables, less any unpaid Supplier balances, by writing a check or executing a wire transfer weekly for accounts billed from CCS and monthly for accounts billed from SBS. Such payments shall be made approximately thirty (30) days after the accounts have been billed.

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**BILLING AGREEMENT - OPTION 2****ARTICLE TWO  
MISCELLANEOUS PROVISIONS**

- 2.01 Supplier shall utilize only one billing option per pool, unless otherwise agreed in writing. Should Supplier elect to change to a different billing option for its Energy Choice pool, it must give East Ohio sixty (60) days' written notice of its intention. Supplier may change its billing option no more than once a year.
- 2.02 This Agreement shall be effective upon execution and shall continue in force and effect for the term of the underlying Energy Choice Pooling Service Agreement.
- 2.03 East Ohio and Supplier shall provide to each other the name and telephone number of a billing contact and an information technology contact. East Ohio's contact shall be Karen Sims, telephone number 216-736-6024, or at Gas\_Energy\_Choice@Dom.Com. Supplier's contact for billing is \_\_\_\_\_ at \_\_\_\_\_, and its contact for information technology is \_\_\_\_\_ at \_\_\_\_\_.
- 2.04 No change, modification, or attempted waiver of this Agreement shall have effect unless it is set forth in writing and signed by both parties. This Agreement shall be governed by the laws of the state of Ohio.

In witness whereof, the parties have executed this Agreement, on the day and year first written above.

\_\_\_\_\_

**The East Ohio Gas Company  
d/b/a Dominion East Ohio**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Issued:

Effective: