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May 12, 2017

Ms. Barcy F. McNeal  
Director, Office of Administration  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

Re: *In re East Ohio Gas Company d/b/a Dominion East Ohio*, Case Nos. 17-926-GA-  
UNC and 17-927-GA-ATA

Dear Ms. McNeal,

In its May 3, 2017 Finding and Order in the above-captioned cases, the Commission authorized The East Ohio Gas Company d/b/a Dominion Energy Ohio (f/k/a Dominion East Ohio) (DEO) to file final tariffs reflecting DEO's new trade name. Revised, final tariffs are attached. Additionally, the transition to DEO's new logo and branding will take place over the next several months, and the approved new billing format will be effective June 7, 2017.

Please file the attached final tariffs in the above-captioned cases and in Case No. 89-8006-GA-TRF. If there are any questions, please let me know.

Regards,

/s/ Andrew J. Campbell  
Andrew J. Campbell

**INDEX**

**OF**

**GAS RATE SCHEDULES**

**OF**

**DOMINION ENERGY OHIO**

**FILED WITH**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

Issued: May 12, 2017

Effective: May 12, 2017

Filed under authority of The Public Utilities Commission of Ohio in Case No. 17-0927-GA-ATA

Jeffrey A. Murphy, Vice President and General Manager

## **Monthly Variable Rate Commodity Service**

### **1. Description**

Monthly Variable Rate (“MVR”) commodity service is provided by competitive retail natural gas (“CRNG”) suppliers participating in Dominion Energy Ohio’s (“East Ohio”) Energy Choice program pursuant to the June 18, 2008 Opinion and Order issued by the Public Utilities Commission of Ohio (“PUCO”) in Case No. 07-1224-GA-EXM. MVR commodity service is rendered in conjunction with East Ohio’s Energy Choice Transportation Service - Residential (“ECTS-R”), Energy Choice Transportation Service – Nonresidential (“ECTS-NR”), and Large Volume Energy Choice Transportation Service (“LVECTS”) rate schedules.

### **2. Price**

- 2.1 The price for MVR commodity service is based on the Customer’s assigned CRNG Supplier’s posted MVR price. CRNG Suppliers shall post or otherwise make available the MVR price by the first of each month for the applicable billing period. A CRNG Supplier’s MVR price charged for a monthly billing period shall be no greater than any of its monthly variable rates (“Competitive MVRs”) posted on the PUCO’s Apples-to-Apples Chart for the same billing period. All CRNG Suppliers offering MVR commodity service are required to have a Competitive MVR posted on their list of active offers available to all eligible customers on the PUCO’s Apples-to-Apples Chart.
- 2.2 The amount billed for MVR commodity service will also include the applicable Ohio sales and use tax for those Customers not exempted from the payment of that tax. A CRNG supplier shall charge all of its MVR Customers the same posted MVR price for the billing period over which the price is to be effective. The MVR price shall be denominated as the rate per Mcf of Customer usage.

### **3. Applicability**

For those Customers eligible to receive service under the ECTS-R rate schedule, MVR commodity service will be provided to Customers assigned to a CRNG supplier after having received Standard Service Offer (“SSO”) service for up to two consecutive billing periods following termination of their Energy Choice or opt-in governmental aggregation program, unless such Customers elect to receive Standard Choice Offer (“SCO”) commodity service.

For those Customers eligible to receive service under the ECTS-NR or LVECTS rate schedules, MVR commodity service will be provided to Customers that do not select a CRNG supplier or participate in an opt-out governmental aggregation program after having received SSO service for up to two consecutive billing periods.

#### **4. Other Terms and Conditions**

- 4.1 MVR commodity service will be billed by East Ohio in conjunction with charges for service under the ECTS-R, ECTS-NR, or LVECTS rate schedule.
- 4.2 Customers may cease receiving MVR commodity service at any time at no additional charge from East Ohio or the MVR supplier by enrolling with a CRNG supplier in accordance with standard Energy Choice enrollment provisions, participating in an opt-out governmental aggregation program, or, in the case of Customers eligible to receive service under the ECTS-R rate schedule, electing to receive SCO commodity service.
- 4.3 Customers assigned to MVR commodity service may not select their MVR supplier. MVR commodity service shall be provided by the Customer's assigned CRNG supplier unless the Customer enrolls with a CRNG supplier, participates in an opt-out governmental aggregation program, becomes ineligible to receive MVR commodity service, or, in the case of Customers eligible to receive service under the ECTS-R rate schedule, elects to receive SCO commodity service.

## **Standard Choice Offer Commodity Service**

### **1. Description**

Standard Choice Offer (“SCO”) commodity service is provided by competitive retail natural gas (“CRNG”) suppliers participating in Dominion Energy Ohio’s (“East Ohio”) Energy Choice program pursuant to the June 18, 2008 Opinion and Order issued by the Public Utilities Commission of Ohio (“PUCO”) in Case No. 07-1224-GA-EXM. SCO commodity service is rendered in conjunction with East Ohio’s Energy Choice Transportation Service – Residential (“ECTS-R”) rate schedule.

### **2. Price**

The price for SCO commodity service equals the New York Mercantile Exchange (“NYMEX”) settlement price for the prompt month natural gas contract on the final day of trading for each month plus a Retail Price Adjustment of \$0.00 per Mcf as approved by the February 23, 2017 Finding and Order issued by the PUCO in Case Nos. 07-1224-GA-EXM, 11-6076-GA-EXM, and 12-1842-GA-EXM. The amount billed for SCO commodity service will also include the applicable Ohio sales and use tax for those Customers not exempted from the payment of that tax.

### **3. Applicability**

Provided they are eligible to receive service under the ECTS-R rate schedule, SCO commodity service will be provided to the following Customers (“Choice-eligible Customers”):

- a) Customers assigned to a CRNG supplier in accordance with the February 21, 2017 auction conducted to establish SCO pricing and to determine suppliers for those Choice-eligible Customers receiving Standard Service Offer (“SSO”) or SCO commodity service as of the March 2017 billing period.
- b) New Customers assigned to a CRNG supplier after having received SSO service for up to two consecutive billing periods. New Customers include Customers (i) establishing service with East Ohio for the first time, (ii) relocating within East Ohio’s service territory and whose Energy Choice or government aggregation agreement is not portable, and (iii) restoring service more than ten days after being disconnected for non-payment.
- c) Customers assigned to a CRNG supplier after having received SSO service for up to two consecutive billing periods following termination of their opt-out governmental aggregation program.

- d) Customers assigned to a CRNG supplier after having received SSO service for up to two consecutive billing periods following termination of their Energy Choice or opt-in governmental aggregation program only if such Customers elect to be assigned to SCO commodity service; otherwise, such Customers shall be assigned to a CRNG supplier that has agreed to accept Customers at the supplier's posted monthly variable rate ("MVR").

#### **4. Other Terms and Conditions**

- 4.1 SCO commodity service will be billed by East Ohio in conjunction with charges for service under the ECTS-R rate schedule.
- 4.2 Customers may cease receiving SCO commodity service at any time at no additional charge from East Ohio or the SCO supplier by enrolling with a CRNG supplier in accordance with standard Energy Choice enrollment provisions or participating in an opt-out governmental aggregation program.
- 4.3 Customers assigned to SCO commodity service may not select their SCO supplier. SCO commodity service shall be provided by the Customer's assigned CRNG supplier through the March 2018 billing period unless the Customer enrolls with a CRNG supplier, participates in an opt-out governmental aggregation program, or becomes ineligible to receive SCO commodity service prior to the March 2018 billing period.
- 4.4 In the event of a supplier default that would cause the aggregate annualized volume assigned to SCO suppliers to be more than 50% above the level assigned in the February 21, 2017 auction, East Ohio shall solicit volunteers from non-defaulting SCO suppliers to serve the defaulted load through the March 2018 billing period at the price established in that auction. If non-defaulting SCO suppliers agree to serve the defaulted load under those terms, East Ohio shall assign the Customers previously served by the defaulting supplier that have not already selected another CRNG supplier or enrolled in a governmental aggregation program to non-defaulting SCO suppliers in proportion to the SCO load each serves at the time of the assignment. If a proportionate assignment does not accommodate assignment of the entire load, East Ohio may utilize another basis provided assignments are made in a non-discriminatory manner approved by PUCO Staff. In the event non-defaulting SCO suppliers do not voluntarily agree to serve the entire defaulted load under the terms described in this section, East Ohio shall conduct a supplemental auction under the supervision of PUCO Staff for the volume that had been served by the defaulting supplier. East Ohio shall assign Customers as ordered by the PUCO in its decision regarding the results of the supplemental auction.

## **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 Energy 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

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

commence rendering 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

## **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 Energy Transmission, Inc. FTNN rate schedule pursuant to the following schedule:

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

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

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, by **THE EAST OHIO GAS COMPANY d/b/a Dominion Energy 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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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 Energy Transmission Inc. to East Ohio's city gate. Such price shall be adjusted by the Unaccounted-for Gas Percentage, the conversion to Mcf pursuant to Paragraph 7.2 of the ECPS General Terms and Conditions, and associated excise tax if applicable.
- **Firm Receipt Point Surcharge** - Suppliers electing to designate specific Transportation Receipts Points 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 Energy 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. **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 5. **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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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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**EAST OHIO:**

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

Attn: Jeffrey A. Murphy  
VP and General Manager

Phone: (216) 736-6376

Fax: (216) 736-6247

**SUPPLIER:**

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

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

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

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 Energy Ohio**

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

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

Ohio shall use its best efforts to accommodate Supplier requests for over-injections above the firm injection rights specified in Section 13 of these General Terms and Conditions. East Ohio shall accommodate Supplier's On-System Storage inventory transfer requests to the extent permitted under the respective pooling and storage service provisions. If, notwithstanding its best efforts, Supplier is unable to attain the specified On-System Storage inventory levels, Supplier shall purchase from or sell to East Ohio On-System Storage volumes in place in an amount necessary to attain such inventory. East Ohio may, at its option, purchase or sell volumes above the minimum level needed to achieve compliance if requested by Supplier, or if needed to meet operational requirements. The transfer price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (The McGraw-Hill Companies, Inc.) for Dominion Transmission Inc. Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase or sale takes place plus the 100% load factor cost of transportation on Dominion Energy Transmission Inc. to East Ohio's city gate. Such price shall be adjusted by the Unaccounted-for Gas Percentage, the conversion to Mcf pursuant to Paragraph 7.2 of these General Terms and Conditions, and associated excise tax if applicable. On-System Storage volumes purchased from East Ohio shall be credited to Supplier's inventory for nomination purposes only. Title and possession shall remain with East Ohio until payment for such purchase is received from Supplier, at which time title and possession shall transfer to Supplier.

- 5.3 Supplier shall attain a first of month On-System Storage inventory level consistent with the ranges set forth in Paragraph 13.12 of these General Terms and Conditions. Supplier may achieve such a level by (1) On-System Storage inventory transfers to and from storage accounts of other Suppliers or (2) a purchase from or sale to East Ohio of On-System Storage volumes in place in an amount necessary to attain such inventory. East Ohio may, at its option, purchase or sell volumes above the minimum level needed to achieve compliance if requested by Supplier, or if needed to meet operational requirements. The transfer price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (The McGraw-Hill Companies, Inc.) for Dominion Transmission Inc. Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase or sale takes place plus the 100% load factor cost of transportation on Dominion Energy Transmission Inc. to East Ohio's city gate. Such price shall be adjusted by the Unaccounted-for Gas Percentage, the conversion to Mcf pursuant to Paragraph 7.2 of these General Terms and Conditions, and associated excise tax if applicable. On-System Storage volumes purchased from East Ohio shall be credited to Supplier's inventory for nomination purposes only. Title and possession shall remain with

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

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**OPERATIONAL FLOW ORDERS****21. OPERATIONAL FLOW ORDERS**

21.1 In order to support system operations and maintain system integrity, Supplier is subject to East Ohio's issuance of OFOs which may direct Supplier to adjust its supply nominations and/or its Supplier Allocation Volumes such that the Supplier's Daily Available Volume, as adjusted to reflect flowing supplies, equals its Daily Pool Requirement. East Ohio may also issue OFOs which direct Supplier to deliver specific quantities of gas to specific Transportation Receipt Points. Failure to comply with an OFO will result in East Ohio, at its sole discretion and in accordance with reasonable and standard industry practice, adjusting Supplier Allocation Volumes such that the Supplier's Daily Available Volume equals its Daily Pool Requirement. In the event that such an adjustment cannot fully equalize Supplier's Daily Available Volume with its Daily Pool Requirement, East Ohio, at its sole discretion and in accordance with reasonable and standard industry practice, may require the Supplier to fully utilize all assigned or purchased On-System Storage and Upstream Pipeline Primary Firm Transportation and Contract Storage capacity assigned or secured from another source pursuant to Sections 3 and 4 of these General Terms and Conditions to bring flowing supplies to East Ohio's system. Failure to comply with an OFO will result in East Ohio, at its sole discretion and in accordance with reasonable and standard industry practice, immediately recalling any assigned capacity throughout the remainder of the OFO period and billing the following incremental charges times the OFO shortfall, which is defined as the imbalance between Daily Available Volume and Daily Pool Requirement, as calculated 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 Energy Transmission, Inc. FTNN rate schedule pursuant to the following schedule:

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

## **BILLING AGREEMENT - OPTION 1**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The East Ohio Gas Company d/b/a Dominion Energy 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 1.

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.

WHEREAS, Supplier desires that separate bills be rendered to these same Energy Choice customers by East Ohio and Supplier, respectively, for transportation service and for the gas commodity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, East Ohio shall bill the aforementioned Energy Choice customers for the gas transportation service which these customers receive from East Ohio, and Supplier shall bill these same Energy Choice customers for the natural gas which Supplier provides these same customers, under the following terms and conditions, such terms and conditions to be called "Billing Option 1":

### **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 transportation service, and Supplier shall bill the customer for gas supplies. East Ohio is responsible for the collection of the bill for transportation service, including arrearages. Supplier is responsible for the collection of the gas supply bill, including arrearages. East Ohio and Supplier shall utilize the billing procedures described in "Billing Rules for Energy Choice Pooling Customers."

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**BILLING AGREEMENT - OPTION 1****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 may be reached 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.

\_\_\_\_\_  
By \_\_\_\_\_**The East Ohio Gas Company  
d/b/a Dominion Energy Ohio**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## **BILLING AGREEMENT - OPTION 2**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The East Ohio Gas Company d/b/a Dominion Energy 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.

**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 may be reached 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 Energy Ohio**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## **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 seventeen (17) 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 seventeen (17) days from the date of its mailing or electronic delivery. If not paid in full by the time the next bill is generated, 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 PIPP Plus program, which replaces the former Percentage Income Payment Plan ("PIPP"), or the Graduate PIPP Plus program, which replaces the former 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.

- 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 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.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 17-0926-GA-UNC, 17-0927-GA-ATA, 89-8006-GA-TRF**

Summary: Text Revised Tariff Pages Reflecting New Trade Name electronically filed by Ms. Rebekah J. Glover on behalf of The East Ohio Gas Company d/b/a Dominion East Ohio