

- c. If proposed service results from customers request, so state giving, if available, the number of customers requesting proposed service.

_____ **Exhibit C-2** – If a change of classification, rule or regulation is proposed, a statement explaining reason for change.

 X **Exhibit C-3** – Statement explaining reason for any proposal not covered in exhibits C-1 or C-2.

5. This application will not result in an increase in any rate, joint rate, toll, classification, charge or rental.

Dated: April 4, 2019

Respectfully submitted,

/s/ Christopher T. Kennedy

Mark A. Whitt (0067996)

Christopher T. Kennedy (0075228)

Rebekah J. Glover (0088798)

WHITT STURTEVANT LLP

The KeyBank Building, Suite 1590

88 East Broad Street

Columbus, Ohio 43215

Telephone: (614) 224-3946

Facsimile: (614) 224-3960

whitt@whitt-sturtevant.com

kennedy@whitt-sturtevant.com

glover@whitt-sturtevant.com

(Counsel willing to accept service by email)

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

EXHIBIT A
Existing Schedules to be Superseded

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 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.

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

- **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.
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 SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

- **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.
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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:

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

EAST OHIO:

SUPPLIER:

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

Attn: Jeffrey A. Murphy
VP and General Manager

Phone: (216) 736-6376

Fax: (216) 736-6247

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: _____

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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EXHIBIT B
Proposed Schedule Sheets

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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.

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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- **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.

Issued:

Effective: With bills rendered on or after

Filed under authority of the Public Utilities Commission of Ohio in Case No 19-0809-GA-ATA
James E. Eck, Vice President and General Manager

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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James E. Eck, Vice President and General Manager

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

EAST OHIO:

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

Attn: Transportation Services

Phone: (216) 736-6559

Email: Gas_Energy_Choice@dominionenergy.com

SUPPLIER:

Attn: _____

Title: _____

Phone: _____

Email: _____

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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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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THE EAST OHIO GAS COMPANY

Superseding ~~Fourth~~ Revised Sheet No. ECPS 3
Fifth Revised Sheet No. ECPS 3

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

**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").

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Deleted: Jeffrey A. Murphy

Issued: _____ Effective: With bills rendered on or after _____
Filed under authority of the Public Utilities Commission of Ohio in Case No 19-0809-GA-ATA,
James E. Eck, Vice President and General Manager

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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James E. Eck, Vice President and General Manager

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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~~Deleted: 17-0927-GA-ATA~~
~~Deleted: Jeffrey A. Murphy~~

Issued: _____ Effective: With bills rendered on or after _____
Filed under authority of the Public Utilities Commission of Ohio in Case No ~~19-0809-GA-ATA~~,
~~James E. Eck~~, Vice President and General Manager

THE EAST OHIO GAS COMPANY

~~Fifth~~ Revised Sheet No. ECPS 6
Superseding ~~Fourth~~ Revised Sheet No. ECPS 6

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

EAST OHIO:

SUPPLIER:

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

Attn: ~~Transportation Services~~

Attn: _____

~~Deleted: Jeffrey A. Murphy~~

~~Deleted: VP and General Manager~~

Title: _____

Phone: ~~(216) 736-6559~~

Phone: _____

~~Deleted: (216) 736-6376~~

Email: ~~Gas_Energy_Choice@dominionenergy.com~~

Email: _____

~~Deleted: Fax: (216) 736-6247~~

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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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~~Deleted: Jeffrey A. Murphy~~

Issued: _____ Effective: With bills rendered on or after _____

Filed under authority of the Public Utilities Commission of Ohio in Case No. ~~19-0809-GA-ATA~~

~~James E. Eck, Vice President and General Manager~~

THE EAST OHIO GAS COMPANY

~~Fourth~~ Revised Sheet No. ECPS 7
Superseding ~~Third~~ Revised Sheet No. ECPS 7

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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Deleted: Scott C. Miller

Issued: ~~James E. Eck~~ Effective: With bills rendered on or after ~~June 6, 2013~~

Filed under authority of the Public Utilities Commission of Ohio in Case No. ~~19-0809-GA-ATA~~
~~James E. Eck~~ Vice President and General Manager

EXHIBIT C-3

Statement of Reasons for Proposed Changes

This tariff filing is solely intended to update contact information included within DEO's ECPS Service Agreement. In hopes of reducing the need for similar "update" filings in the future, DEO is providing contact information for the appropriate department (Transportation Services), rather than a particular member of management. The department in question is dedicated to resolving pooling and supplier issues. In addition, DEO has replaced references to fax numbers with email addresses, which reflects the fact that email is the primary means of written communication between the Company and suppliers. These changes will in no way hinder the operation or efficiency of service provided to suppliers under the ECPS tariffs.

Given the formal nature of these changes, and to ensure that DEO is not unduly delayed in entering ECPS Service Agreements with requesting suppliers, DEO requests expedited treatment of this application.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/4/2019 12:50:03 PM

in

Case No(s). 19-0809-GA-ATA

Summary: Text In the Matter of the Application for Approval of Changes in Rules and Regulations electronically filed by Ms. Rebekah J. Glover on behalf of The East Ohio Gas Company d/b/a Dominion Energy Ohio