

February 17, 2021

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

Re: *In re Columbia Gas of Ohio, Inc. and The East Ohio Gas Company d/b/a Dominion Energy Ohio*, Case No. 20-1569-GA-AEC

Dear Ms. McNeal:

In accordance with the Commission's February 3, 2021 Entry in this proceeding, The East Ohio Gas Company d/b/a Dominion Energy Ohio (DEO) hereby refiles copies of the General Transportation Service Master Meter Agreement (Attachment A) and Data Sharing Letter Agreement (Attachment B) with the information unredacted as specified by said Entry.

Although DEO accepts the limitations set forth by the Entry as applied to the attached agreements, DEO reserves the right to propose greater levels of protection if it deems necessary with respect to future agreements.

Please note that a copy of this correspondence will be filed electronically in the above-captioned docket. Please do not hesitate to contact me with any questions.

Respectfully submitted,

/s/ Christopher T. Kennedy

*Counsel for The East Ohio Gas Company d/b/a
Dominion Energy Ohio*

Attachment A

Acct. Rep: Wendy Kraft

Contract # 12760

GENERAL TRANSPORTATION SERVICE MASTER METER AGREEMENT

THIS AGREEMENT is entered into as of the 16 day of June, 2020 ("Effective Date"), by THE EAST OHIO GAS COMPANY dba Dominion Energy Ohio ("Company" or "Dominion") and COLUMBIA GAS OF OHIO, INC ("Customer").

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

Section 1A. **Transportation Service to be Rendered.** In accordance with the provisions of the tariff on file with The Public Utilities Commission of Ohio (PUCO), and the terms and conditions of this Agreement, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver the gas to Customer's facilities on a firm basis, subject to any applicable restrictions. Customer's facility location, and the service, and levels of service to be rendered, are set forth in Section 9 of this Agreement.

Section 1B. **Construction of Interconnection Facility.** In order to provide and receive the Transportation Service referenced in this Agreement, the parties agree and acknowledge that Interconnection Facilities between their systems must be constructed, operated and maintained, as set forth in and in accordance with the Exhibits to this Agreement.

Section 2. **Incorporation of Tariff Provisions.** This Agreement in all respects shall be subject to the provisions of the tariff of Company or its relevant successors on file with the PUCO, as amended or superseded from time to time, which are incorporated by reference and made a part of the Agreement. In the event of a conflict between the provisions of this Agreement and Company's tariff, the latter shall control.

Section 3. **Regulation.** This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations, if any. This Agreement shall become void or expire, as appropriate, if necessary regulatory approval or authorization is not received or continued. Without limiting the foregoing, the parties agree that this Agreement shall not have any force and effect until Customer and Company have jointly applied for and received approval from the Public Utilities Commission of Ohio ("PUCO") authorizing execution and implementation of this Agreement. In the event this Agreement and related application is not approved by the PUCO, then this Agreement shall be null and void. Further, if this Agreement is not approved by the PUCO, neither party shall have any obligations to the other party and a party shall not have any financial obligations to the other party nor shall be obligated to pay any monies or costs incurred by the other party.

Section 4. **Term.** This Agreement shall become effective as of the date approved by the Commission and continue for a primary term of three (3) years and shall continue thereafter on a year-to-year basis subject to cancellation by either party after the primary term, upon written notice to the other not later than one year prior to the end of any contract year. Termination shall not relieve either party of its obligations hereunder with respect to transactions that have occurred prior to the date of termination.

At no time during the term of this Agreement shall Company be obligated to provide natural gas commodity service to Customer under the terms of Company's Standard Service Offer,

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Standard Choice Offer or Monthly Variable Rate tariffs or their successors then on file with the PUCO.

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, by facsimile or by email to an officer or authorized representative of the party being notified, to the address provided in Section 9 of this Agreement.

Section 6. **Assignability.** This Agreement shall not be assignable by either party without the prior written consent of the other. Upon consent, this Agreement shall be binding upon and inure to the benefit of all assignees, but such consent shall not release any assignor from any liabilities or obligations incurred pursuant to this Agreement prior to the effective date of the assignment. Consent shall not be unreasonably withheld.

Section 7. **Cancellation of Prior Agreements.** This Agreement supersedes and cancels, as of its effective date, any prior oral or written agreements between the parties hereto relating to the specific matters and facilities covered herein and represents their entire contract relating to such matters.

Section 8. **Gas Standards.** Upon request, the Company shall provide the currently applicable Company Gas Standards to Customer and (prior to the In-Service Date and at Customer's expense) shall reasonably cooperate with Customer to permit gas sampling and analysis in the area of the Interconnect Facilities.

Section 9. **Contract Data.**

A. **Delivery Point(s)** (see Exhibit A)

B. **Rates and Charges**

The volumetric charge for gas delivered at each delivery point served under this Agreement shall equal the rates set forth below plus any riders, adjustments or surcharges applicable to service rendered under Company's General Transportation Service (GTS) rate schedule on file with the PUCO:

Delivery Charges:



In addition to the volumetric charge, Customer will be charged a Monthly Service Charge at the then-current GTS rate.

C. **Volume Banking Service**

Monthly Tolerance Level: 

D. **Receipts from Pools** (see Exhibit A)

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E. **Special Terms and Conditions** (see Exhibit B for Transportation Service and Exhibit C for Interconnect Facilities)

NOTICES:

COMPANY:

Dominion Energy Ohio
1201 E. 55th Street
Cleveland, OH 44103
Attn: Ella Hochstetler,
Director, Customer Experience
Phone: 330-798-7296

Email:

ella.r.hochstetler@dominionenergy.com

CUSTOMER (Interconnect Facilities):

Columbia Gas of Ohio, Inc.
290 W. Nationwide Blvd
Columbus, OH 43215
Attn: Connor McGrath
Manager, Field Engineering
Phone: 614-460-6308

Email: cmcgrath@nisource.com

CUSTOMER (Transportation Service):

Columbia Gas of Ohio, Inc.
290 W. Nationwide Blvd
Columbus, OH 43215
Attn: Brad Stuck
Director, Supply & Optimization
Phone: 614-460-6219
Email: bstuck@nisource.com

F. **Applicability of Tariff.** For the avoidance of doubt, and without limitation to any other Tariff provisions that otherwise apply to the parties' obligations under this Agreement, the parties agree that the Sections of Company's General Terms and Conditions of Transportation Service entitled "Force Majeure," "Limitation on Liability," and "Miscellaneous" shall apply to each party's obligations with respect both (1) to the provision and receipt of Transportation Service under this Agreement and (2) to the parties' obligations concerning the design, construction, operation, maintenance, removal, and cost and payment responsibility of or regarding the Interconnection Facilities. For the avoidance of doubt, in no event shall either party be liable for any consequential, incidental or punitive damages for acts or omissions that are alleged to arise from or under the Transportation Service referenced in this Agreement and/or the parties' obligations concerning the design, construction, operation, maintenance and removal of the Interconnection Facilities.

G. **Execution.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one instrument. Facsimile and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures.

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IN WITNESS WHEREOF, the parties hereto have accordingly and duly executed this Agreement as of the Effective Date.

COLUMBIA GAS OF OHIO, INC.

DocuSigned by:

DS

TR

By: Michael D. Watson

058838093E5F49B...

Printed Name: Michael D. WatsonTitle: VP Supply and OptimizationDate: 6/16/2020

DocuSigned by:

By: Connor McGrath

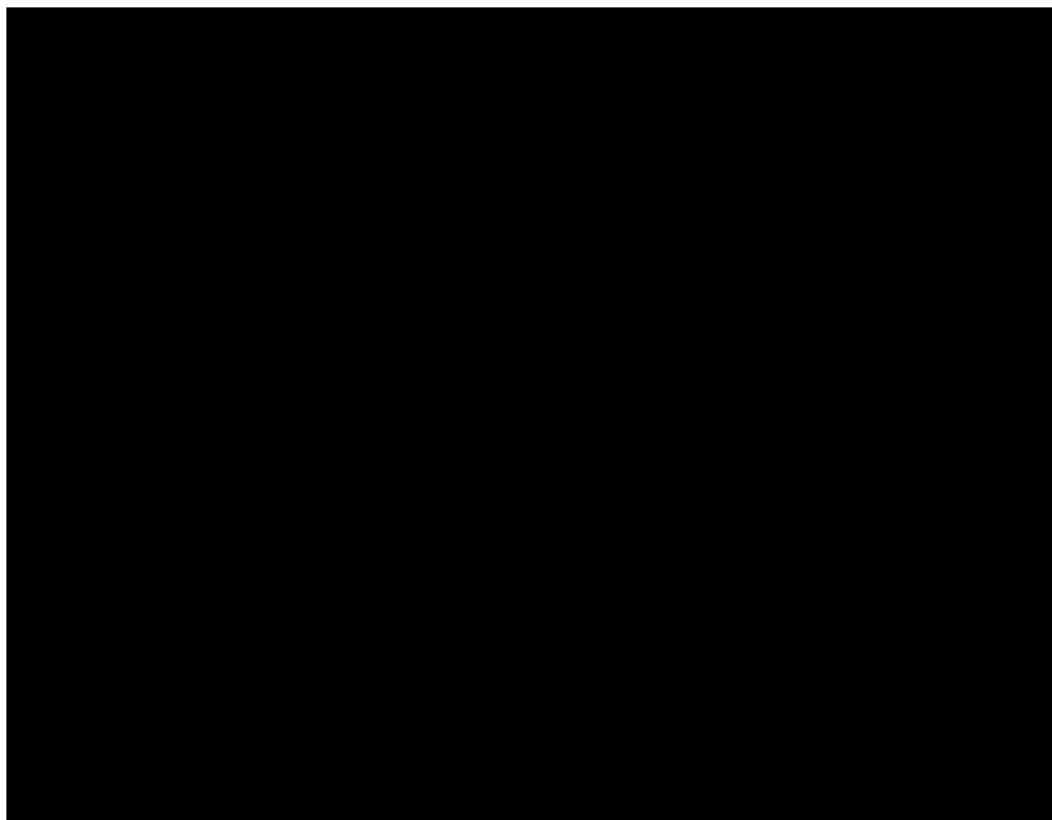
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Printed Name: Connor McGrathTitle: Manager, Field EngineeringDate: 6/16/2020**THE EAST OHIO GAS COMPANY dba Dominion Energy Ohio**By: Ella Hochstetler Authorized RepresentativePrinted Name: Ella Hochstetler Date: 6/17/2020

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Customer: Columbia Gas Of Ohio

Exhibit A

RECEIPTS FROM POOLSSupplier NameAssign
Volume
BankingDELIVERY POINT(S)Account No.
62109Project Name / Address / GPS Location
Langston RunMaximum Daily Quantity
[REDACTED] Mcf/D

The foregoing schematic is a general representation of the facility ownership and responsibility described above, is not intended for use in design or operations, and is included only for convenience and illustrative purposes. The schematic shall have no effect on the construction or interpretation of this Agreement.

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Note: All assigned Suppliers shall have full authority to nominate, dispatch and maintain all aspects of Customer's procurement needs and shall have access to Customer's data on Company's Electronic Bulletin Board.

Only one Supplier may be assigned Customer's volume banking percentage.

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Customer: Columbia Gas of Ohio, Inc.

Exhibit B

SPECIAL TERMS AND CONDITIONS
TRANSPORTATION SERVICE

1. Customer agrees that for the term of this Agreement, 100% of the natural gas received by Customer, for each specific Delivery Point/project location identified in Exhibit A, shall be delivered through Company's distribution facilities.
2. Customer and its end use customers shall enter into separate arrangements for natural gas service. Customer's end use customers shall not be considered or construed in any manner to be customers of Company. Customer shall include its contact information on end use customer billing statements with instructions to contact it for all natural gas service-related inquiries and requests.
3. Each party shall treat all information contained within this Agreement, and all negotiations and communications regarding this Agreement, as confidential and shall share such information only as necessary with its authorized representatives, counsel, advisors, and authorized agents. Notwithstanding the foregoing, each party may share any such information to the extent necessary for a party to: (i) enforce its rights hereunder; (ii) obtain any necessary regulatory or governmental approvals; or (iii) comply with any statute, rule, regulation or order of a court or any other government authority having subject matter jurisdiction. In the event information is shared under this provision, the disclosing party shall provide the other party with three (3) business days' advanced notice of such disclosure and the disclosing party shall take appropriate steps to seek the protection of such information (e.g., by redacting or filing the information under seal). The parties agree that confidential information does not include: (i) any information or data that was available to the public prior to or after the Effective Date and such availability was not the result of an improper disclosure by the other party or a breach of this confidentiality provision; and (ii) any information or data that was developed independently by a party prior to the time such information was first disclosed hereunder. The confidentiality provisions of this Agreement shall remain effective for three years from the Effective Date.
4. If Customer violates any of the Special Terms and Conditions, including those pertaining to Interconnect Facility Ownership and Responsibilities, and does not cure such violations within a commercially reasonable time after being provided written notice of such violations by Company, then Company may terminate this Agreement upon written notice to Customer. Such termination shall not relieve Customer of its obligations hereunder with respect to transactions that have occurred prior to the date of termination.
5. The parties anticipate that service through the Delivery Point identified in Exhibit A will commence by December 31, 2021 ("In-Service Date") unless otherwise agreed to by the parties.
 - a. If after proceeding with due diligence to obtain necessary materials and to construct the necessary facilities, Company is unable to complete such construction and place such facilities in operation in the aforementioned time frame, Company shall continue to proceed with due diligence to complete such construction and place

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such facilities in operation, so that Company may commence service to Customer at the earliest practicable date thereafter. Company shall not be liable if despite its exercise of due diligence, Company is unable to complete the construction of such facilities and commence service in the manner contemplated hereunder by the date set forth above in this section.

- b. In the event the service has not commenced by June 1, 2022, and such delayed in-service is not the result of any cause beyond Company's control (including but not limited to the occurrence of any Force Majeure condition, any action or omission by Customer, or any delay in the receipt of any governmental approval), then Customer may terminate this Agreement upon ten (10) days' advance written notice, provided that such notice must be given no later than June 22, 2022. In the event of termination due to failure to provide service by June 1, 2022, Customer shall not be obligated to reimburse Company for any expenses incurred by Company after date of termination.
 - c. At any time prior to the In-Service Date, Customer may terminate this Agreement by providing a written notice of termination to Company. If Customer terminates this Agreement pursuant to this section, Company in its sole discretion may continue to perform such work as necessary to preserve and protect material and work in progress. In addition, Company shall be entitled to be reimbursed for commercially reasonable costs incurred by Company prior to the date of termination in accordance with this Agreement, and any additional costs incurred by Company resulting from early termination. Notwithstanding the foregoing, in the event of termination under and in compliance with Section 5.b of these Special Terms and Conditions, Customer shall not be obligated to reimburse Company for any expenses incurred by Company after date of termination.
 - d. Except as expressly set forth herein, any termination under this Agreement shall be without prejudice to any other claims that either party may have against the other.
6. If the equipment used to measure deliveries is found to be measuring inaccurately and the amount of Gas delivered cannot be ascertained or computed from the reading, then the Gas delivered shall be estimated and agreed upon by the parties based on the best data available, using the first available of the following.
 - The registration of any check meter or meters if installed and accurately registering
 - The correction of the errors if the percentage of error is ascertainable by meter calibration test, or mathematical calculation
 - The estimation based on comparison of the quantity of deliveries with deliveries during preceding periods under similar conditions when the meter was registering accurately

Customer: Columbia Gas Of Ohio, Inc.**Exhibit C**

SPECIAL TERMS AND CONDITIONS
INTERCONNECT FACILITY OWNERSHIP AND RESPONSIBILITIES

Pursuant to Section 18.1 of Company's General Terms and Conditions of Transportation Service, and except as provided herein, all pipelines, fittings and other properties furnished 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 this Agreement.

1. Customer shall be responsible for the costs of Company purchasing electronic gas measurement equipment (EGM) specified by Company; however, once installed by the Company, the custody (point of exchange) EGM shall be owned, operated, and maintained by Company. Costs for power and cellular telemetry service to the EGM shall be the responsibility of Customer. Company shall furnish, install, maintain and retain ownership of the custody meter.
2. With the exception of the custody EGM and custody meter, Customer shall pay for and retain ownership of all facilities downstream of the gate valve demarcation point and shall be solely responsible for the maintenance and operation of those facilities. Such responsibility shall include, but not be limited to, compliance with all applicable codes and regulations regarding the design, installation, operation, maintenance, and initial and periodic inspection of those facilities, as well as any emergency response that may be required.
3. Except in cases of emergency, Company will use commercially reasonable efforts to provide reasonable notice to Customer before commencing any work on Company facilities expected to materially impact Customer's facilities or operations. Company shall reasonably cooperate with Customer on request so that Customer can determine necessary precautions. Customer reserves the right, at Customer's cost, to be present during said work to the extent such work is in the vicinity of Customer's facilities or Customer's presence is otherwise reasonably necessary to safeguard Customer's facilities.
4. The Matrix included in Exhibit D sets forth the specific Interconnect Facility ownership and responsibilities of the parties. In the event that there is a conflict between the Matrix and any other provision of this Agreement or the Schematic set forth in Exhibit A, the Matrix will control.

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Customer: Columbia Gas Of Ohio, Inc.

Exhibit C

SPECIAL TERMS AND CONDITIONS
INTERCONNECT FACILITY OWNERSHIP AND RESPONSIBILITIES (continued)

5. Company currently estimates Customer's share of the costs of constructing the Interconnect Facilities, including the costs set forth in Section 22 below, to be approximately [REDACTED] (including Taxes). This estimated share does not include any costs associated with the fence described in Section 13 or the acquisition of land under Section 19. Customer shall reimburse Company the full amount of its share of the costs incurred in construction of the Interconnect Facilities, including the costs set forth in Section 22, notwithstanding that such full amount exceeds or is less than the current estimate. Any change in project scope must be mutually agreed to in writing and any such change may impact the amount to be reimbursed by Customer.

Company shall bill and Customer shall pay its estimated share of construction costs, the costs associated with the fence described in Section 13, and the costs associated with the acquisition of land under Section 19, in accordance with the following schedule:

- a. Not later than December 31, 2020, Company shall bill and Customer shall pay the following:
 - i. [REDACTED]
 - ii. [REDACTED]
- b. Not later than April 30, 2021, Company shall bill and Customer shall pay all of the following:
 - i. the difference between [REDACTED] and the costs paid by Customer under Section 5.a.1.;
 - ii. any unpaid portion of Customer's share of the costs associated with the acquisition of land under Section 19;
 - iii. fifty percent of the total costs of the fence described in Section 13.

Following the completion of construction and upon determining Customer's total share of the actual costs described above, Company shall have sixty (60) days to either refund any excess collected costs or bill for any under-collected costs, as appropriate, to provide for Company collection of its actual costs.

6. Company shall provide the mainline taps, tap material, tap valves, cathodic protection insulation, flow control equipment, stopple bypass, and filter separator prior to Customer owned facilities. Company, in its sole discretion shall have the right to install a block gate with yolk assembly and blow off and Company and Customer agree to equally share the cost of

said work and facilities.

7. Customer shall furnish and install their interconnect piping and any other facilities after the gate valve demarcation point.
8. Customer shall be responsible for the design and construction of heater and regulation equipment after Company gate valve demarcation point. Customer agrees that maximum delivery pressure to their facilities, could be up to 595psi and will design their facilities per this pressure. Minimum delivery pressure to be 150psi for sizing equipment.
9. Customer shall provide appropriate signage identifying Customer's name and emergency telephone number at the gate valve demarcation point.
10. For all gas delivered, custody transfer shall occur at the outlet flange of the gate valve demarcation point, after Company owned meter and any other Company equipment or facilities, as shown in Exhibit A Schematic. Company shall be deemed to be in control, but not possession, of the gas until the gas is redelivered to Customer at the gate valve, after which it shall be deemed to be in the control and possession of Customer.
11. Company assumes no responsibility for the maintenance or operation of Customer's facilities or the facilities of Customer's end use customers.
12. If at any time during the Term of this Agreement, Customer exceeds the MDQ set forth on Exhibit A hereof, Company reserves the right to limit Customer's supply delivery to the agreed upon MDQ.
13. Customer and Company shall equally share the total cost of the fence around Company and Customer Interconnect Facilities. However, once installed by the Company, the fence shall be owned and maintained by the Company. Fence shall meet Company Fence Specification and/or other mutually agreed upon specifications.
14. Customer shall be responsible for the total cost and installation for providing power to the site of the Interconnection Facility, in the form of a 120-240V Single Phase service. This is to include a subpanel for Company use. Location of subpanel to be determined by Company.
15. Company shall pay for and provide a soil analysis report of Interconnect Facility project site. Any additional information needed will be the responsibility of Customer to obtain at their own cost.
16. Company shall pay for and provide environmental studies deemed necessary in accordance with Company's standard business practices. Any additional information or studies desired by Customer will be the responsibility of Customer to obtain at Customer's own cost.
17. Customer will work with representatives of Company to secure the location for the Interconnect Facilities, together with adequate means of vehicular ingress and egress, reasonable access to electric service at mutually agreeable locations, as well as all necessary rights of way required by the Parties. Said rights of way will be for the sole purpose of the Interconnect. Customer will provide any necessary legal descriptions, list of

Customer equipment, and/or any other needed requirements and Company will prepare all right of way agreements or other legal instruments, subject to Customer's prior approval of all such right of way agreements and other legal instruments.

18. Grading for the entire Interconnect Facility site shall be completed by Company.
19. Company and Customer agree to equally share the costs to acquire property, rights of ways, easements, licenses or other rights necessary in order to complete the Interconnect Facilities. Company will own any acquired property. Company will grant or assign to Customer rights of way, easements, licenses or other rights necessary in order to install and operate the Interconnect Facilities. The terms of such rights of way, easements, licenses, assignments or other necessary rights and agreements are subject to the Customer's prior approval.
20. Data Sharing. Company shall cooperate with Customer to provide reasonable access to certain electronic measurement data, for the Interconnect described herein.
21. Insurance Terms. Customer and Company shall at all times while their respective facilities referenced herein are being constructed, operated and maintained, carry and maintain, or cause to be maintained, the insurance and satisfy the terms as set forth in outlined in Exhibit E: Insurance Terms. Customer acknowledges that Company self-insures. Company acknowledges that the self-insurance is administered at the parent level and covers the Company.
22. Customer agrees to reimburse Company for all reasonable costs incurred by Company with regards to the Interconnect Facilities during design, construction and/or inspections pursuant to this Agreement. Such costs shall include, but not be limited to, the following:
 - The actual cost of materials, net of realized discounts, plus freight to the job site and applicable taxes.
 - The actual costs of fabrication charges by third parties on materials net of realized discounts, plus applicable taxes and transportation to the job site.
 - Materials requisitioned from Company warehouse account that shall be charged at Company's book value plus applicable clearing costs.
 - The actual cost for services performed by independent contractors.
 - The actual cost of regulatory fees, permit fees, local, state and federal taxes (other than income and corporate taxes).
 - Company employees' salary costs (gross pay, payroll taxes and usual company fringe benefits), on a time devoted basis, for employees who are assigned to or devote time to the construction projects contemplated by this Agreement, including home office employees.
 - Transportation, meals, lodging and similar costs for Company employees. Costs for meals and lodging will be appropriate to the immediate area.
 - Company's administrative and general overhead costs to the extent not duplicative of other costs recoverable hereunder.
 - Any purge gas, line pack or gas lost that Customer does not provide in performing installation of the Interconnect Facilities hereunder.
 - Any other costs of a direct or indirect nature that is jointly determined by Company and Customer to be proper and chargeable.

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23. Field Audits. In addition to any access rights relating to the Interconnect that are available to the Customer under any rights of ways, easements, licenses, etc. referenced in Section 18, Company agrees to cooperate with Customer on request as necessary to provide Customer reasonable access to perform all operating and maintenance functions associated with verifying the integrity and functionality of Customer owned equipment, piping, and appurtenances. If modifications are necessary in order to assure proper operation of Customer owned equipment and said modifications may affect Company's operations or facilities, Customer shall notify Company and the parties shall determine a mutually agreeable course and manner of such modification. Customer's removal and/or replacement of any pipe, fitting, or equipment shall be at the expense of the Customer.

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EXHIBIT D

Measuring Station Name: Langston Run (Canfield)

Line No.: TPL-11

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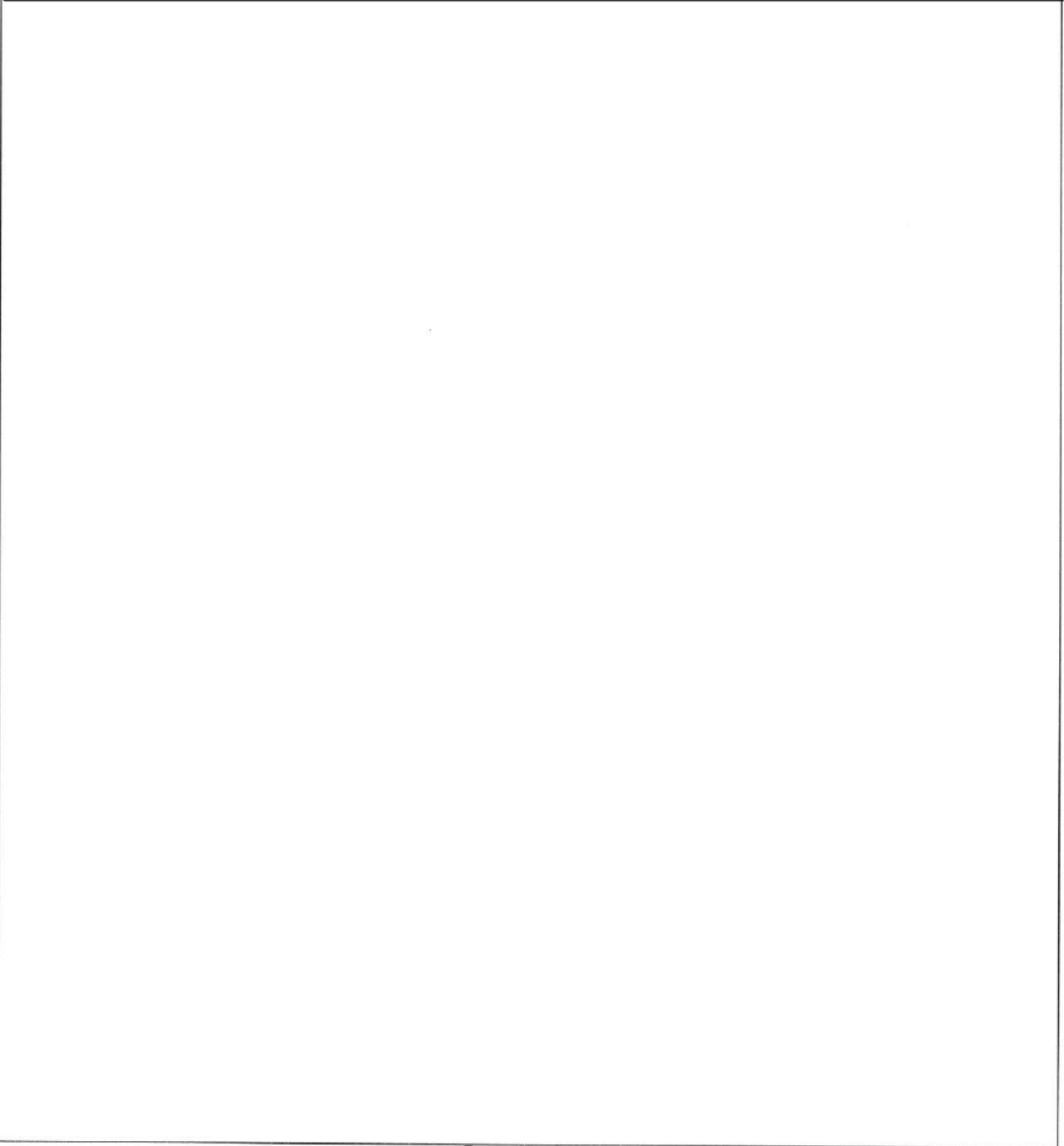
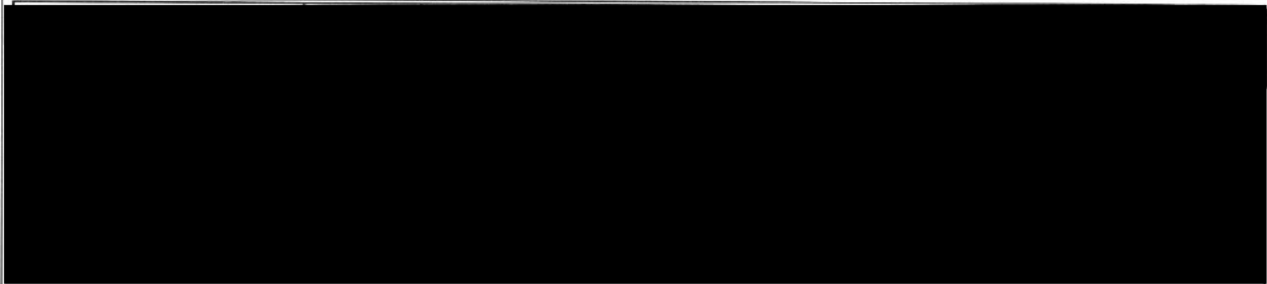


Exhibit E: Insurance Terms

A. Unless self-insuring under Paragraph D of this Exhibit E, Customer and Company shall, at all times while their respective facilities are being constructed, operated and maintained hereunder, carry and maintain, or cause to be maintained, in full force the insurance described below with insurance companies having at least an A.M. Best A-VII rating (or equivalent, if not rated by A.M. Best). Such insurance companies shall be authorized to do business in the jurisdiction(s) in which the facilities are being constructed, operated and maintained. The limits set forth are minimum limits and will not be construed to limit Customer's or Company's liability. The required liability insurance can be met under a primary or an excess policy or any combination thereof.

1. Workers' compensation insurance complying with the state and federal laws and regulations having jurisdiction over each applicable employee and employer's liability insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 as the disease policy limit per employee and \$1,000,000 as the disease policy limit. If work is to be performed in North Dakota, Ohio, Washington or Wyoming, the appropriate state fund(s) will be participated in to cover all eligible employees and provide a stop-gap endorsement.

2. Commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and an annual aggregate of \$2,000,000 for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, independent contractors, broad form property damage, personal injury liability, products/completed operations and explosion, collapse and underground coverage.

3. Automobile liability insurance with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage, including coverage for all owned, non-owned and hired vehicles.

4. Excess or umbrella liability insurance, on a follow-form basis, with a combined single limit of not less than \$8,000,000 per occurrence and general and products/completed operations annual aggregates of \$8,000,000 for bodily injury and property damage covering in excess of the general liability and automobile liability insurance described above.

B. In the event that any policy of insurance provides coverage on a "claims-made" basis, the retroactive date for any such policy, if any, shall not be later than the effective date of this Agreement.

C. Customer and Company shall each require its contractors and subcontractors involved in the construction, operation or maintenance of its facilities hereunder to carry and maintain insurance applicable to the operations contracted for as determined by the hiring Party. Any deficiencies in the insurance of said contractors or subcontractors shall be the sole responsibility of the hiring Party.

D. Notwithstanding the foregoing, either Party, at its option, may self-insure any or all of the above-required insurance.

E. Waiver of Subrogation. The parties and their contractors and subcontractors shall mutually waive, and shall cause the insurance required by this Exhibit E to be amended to waive,

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where allowed by Laws and Codes, rights of subrogation for Loss or damage that may be covered under their insurance and the parties hereby release, and shall cause their contractors and subcontractors to release the other party, and its Affiliates, and their respective directors, officers, consultants, subcontractors, vendors, agents, engineers, and employees for such Loss or damage to the extent of recoveries from insurance.

Attachment B

June 17, 2020

Dominion Energy Ohio
1201 E. 55th Street
Cleveland, OH 44103

Subject: Data Sharing Letter Agreement

This Data Sharing Letter Agreement ("Letter Agreement"), dated June 17, 2020, sets forth the terms and conditions by which The East Ohio Gas Company d/b/a Dominion Energy Ohio ("DEO") shall, subject to DEO's approval, permit Columbia Gas of Ohio, Inc. ("Columbia"), at Columbia's sole expense, to install, operate, and maintain telemetry and associated equipment at a suitable location at the Interconnection Facilities that are subject of that General Transportation Service Master Meter Agreement by and between the parties and dated an even date herewith. Such installation shall be for the sole and exclusive purpose of enabling Columbia to access relevant "read only" data connectivity to gas measurement equipment that DEO operates and maintains insofar as such data connectivity pertains to Columbia's relevant operations ("Operational Information"). See Exhibit A.

This Letter Agreement shall not be construed as amending or modifying any existing operating agreements between the parties.

In order to insure that Columbia equipment and installation complies with the latest codes and with DEO's policies and procedures, the following terms and conditions shall apply to these installations:

1. Columbia understands and agrees that Operational Information provided by DEO through the connections is provided with absolutely no warranties or representations from DEO as to the accuracy, consistency, availability, or continued accessibility of Operational Information. Notwithstanding the foregoing, if at any time during the term of this Letter Agreement, Operational Information becomes unavailable or inaccessible, DEO will exercise reasonable efforts to restore the availability and accessibility of Operational Information.
2. Such Operational Information shall not be used or relied upon by either party for any billing, volume nomination operations, or other purpose. Rather, Columbia agrees that DEO measurement values, as derived from DEO equipment at the DEO M&R, shall be the only accepted measurement values for gas custody transfer between Columbia and DEO. Columbia shall only access measurement data in the format established by DEO and as set forth in Exhibit A. Columbia recognizes that "raw" measurement data is subject to further refinement, correction or interpretation due to maintenance, repair, or other activities by DEO, or due to events of force majeure. DEO shall have no obligation to advise Columbia of any such interruptions, or to verify the integrity of such data, whether or not resulting from activities performed by DEO, but shall use reasonable efforts to provide Columbia with reasonable advance notice of any such interruptions.
3. DEO reserves the right to disconnect Columbia's read-only data port or any other data sharing connection without prior notice if at any time the equipment interferes with or adversely affects DEO's ability to operate or measure effectively, all as determined by DEO

at its sole reasonable discretion. In the event it is necessary for DEO to disconnect Columbia's read-only data port, DEO will notify Columbia of said disconnection, prior to or as soon as reasonably possible thereafter. In such event, the parties shall cooperate to resolve the issues and restore Columbia's data port in a timely manner.

4. All electrical equipment to be installed by Columbia at the M&R station(s) shall conform to requirements per the National Electric Code as classified in API RP 5008. Electrical installation shall comply with Class 1, Division 1, Group D per NEC, unless otherwise noted or agreed upon.
5. Columbia's equipment and installation and modifications thereof shall be subject to the review and approval of DEO. Columbia shall provide DEO with notice of the planned installation, and DEO shall have at least 30 days to review and respond to Columbia. Provided, however, if no response is received by Columbia within 45 days of submission, Columbia's plans shall be deemed approved as submitted.
6. DEO personnel must be present at the time of installation. The appropriate DEO contact person identified on Exhibit A shall be notified no less than five (5) working days prior to commencement of installation.
7. The operation and maintenance of the Columbia equipment within DEO's facility shall be carried out in a manner so as not to interfere with the operations of DEO's M&R facilities and shall conform with any and all applicable laws, ordinances, rules, or regulations. Columbia shall indemnify and hold harmless DEO from and against any and all claims, damages or liabilities arising from or in connection with the installation, operation, maintenance, or removal of Columbia's equipment installed on DEO's premises pursuant to this Letter Agreement. Columbia shall not be required to indemnify or hold DEO harmless to the extent that claims, losses or damages arise from DEO's or its contractor's negligence or willful misconduct.

WHEREFORE, the parties hereto have duly executed this Letter Agreement as of the date first written above.

Columbia Gas of Ohio, Inc.

DocuSigned by:
By: Michael D. Watson
Name: Michael D. Watson
Title: VP Supply and Optimization
Date: 6/16/2020 DS
TR

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

By: Ella Hochstetler
Name: Ella Hochstetler
Title: Authorized Rep
Date: 6-17-2020

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/17/2021 8:57:17 AM

in

Case No(s). 20-1569-GA-AEC

Summary: Correspondence Correspondence in compliance with February 3, 2021 Entry electronically filed by Christopher T Kennedy on behalf of The East Ohio Gas Company d/b/a Dominion Energy Ohio