

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

**APPLICATION NOT FOR AN INCREASE IN RATES,  
PURSUANT TO SECTION 4909.18, REVISED CODE**

IN THE MATTER OF THE APPLICATION OF )  
THE EAST OHIO GAS COMPANY )  
D/B/A DOMINION ENERGY OHIO ) Case No. 21-1048-GA-ATA  
FOR APPROVAL OF A REVISION TO ITS TARIFF. )

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1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)

<input type="checkbox"/> New Service	<input type="checkbox"/> Change in Rule/Regulation
<input type="checkbox"/> New Classification	<input type="checkbox"/> Reduction in Rates
<input type="checkbox"/> Change in Classification	<input type="checkbox"/> Correction of Error
<input checked="" type="checkbox"/> Other, not involving increase in rates:	

2. DESCRIPTION OF PROPOSAL

In accordance with R.C. 4905.30, The East Ohio Gas Company d/b/a Dominion Energy Ohio (DEO or the Company) seeks approval to revise references and information included within the Energy Choice Pooling Service (ECPS) Service Agreement, other portions of the ECPS tariff, and the General Terms and Conditions of Transportation Service tariff. The revisions are further explained in Exhibit C-3.

3. TARIFFS AFFECTED:

- General Terms and Conditions of Energy Choice Pooling Service, Sheet Nos. ECPS 3–7, 9-11, 14-18, 29, 35-36, 39-41, 43, 47, 50, and 52
- Billing Agreement Option 1, Sheet Nos. ECPS 57 and 58
- Billing Agreement Option 2, Sheet Nos. ECPS 59 and 60
- Billing Rules for Energy Choice Pooling Customers, Sheet Nos. ECPS 61 and 63
- General Terms and Conditions of Transportation Service, Sheet Nos. F-GT&C 4, 5, and 11

4. Attached hereto and made a part hereof are: (check applicable Exhibits)

- Exhibit A – existing tariff sheets (to be superseded) if applicable
- Exhibit B – proposed tariff sheets

- Exhibit B-1 – redlined tariff sheets showing changes made to existing tariffs
- Exhibit C-1
  - (a) if new service is proposed, describe;
  - (b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;
  - (c) if proposed service results from customer requests, so state giving if available, the number and type of customers requesting proposed service.
- Exhibit C-2-if a change of classification, rule or regulation is proposed, a statement explaining reason for change.
- 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. The application establishes a new charge previously reviewed and approved by the Commission in Case No. 18-1419-GA-EXM.
6. DEO respectfully requests that the Commission permit the filing of the revised tariff sheets, with an effective date of December 1, 2021.
7. Approval of this Application will neither result in an increase in any current rate or charge nor adversely affect customers. Accordingly, this Application may be approved without a hearing or the publication of legal notice.

Dated: October 13, 2021

Respectfully submitted,

/s/ Christopher T. Kennedy

Christopher T. Kennedy (0075228)

WHITT STURTEVANT LLP

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88 East Broad Street

Columbus, Ohio 43215

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DOMINION ENERGY, INC.

88 East Broad Street, Suite 1303  
Columbus, Ohio 43215  
Telephone: (614) 601-1777  
andrew.j.campbell@dominionenergy.com

(Counsel willing to accept service by email)

# EXHIBIT A

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 SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE
 

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

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

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

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

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

**EBB** -- East Ohio's Electronic Bulletin Board.

**ECPS** -- Energy Choice Pooling Service.

**ECTS** -- Energy Choice Transportation Service rate schedule.

**FERC** -- the Federal Energy Regulatory Commission.

**FRPS** -- Full Requirements Pooling Service.

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

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

**LPPS** -- Local Production Pooling Service.

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

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

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

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

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

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

**OAC** -- Ohio Administrative Code.

**OFO** -- Operational Flow Order issued by East Ohio.

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

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

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

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

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

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

**PSIA** -- pounds per square inch, absolute.

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

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

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

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

**Storage Volume** -- the volume of gas injected into or withdrawn from On-System Storage for Supplier's account on any Day.

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

**Supplier** -- any entity that has in effect an ECPS Agreement with East Ohio.

**Supplier Allocation Volume** -- the quantity of gas allocated by Supplier on any Day to the account of another Supplier.

**Transportation Receipt Point(s)** -- the interconnection(s), as specified by Supplier and accepted by East Ohio, at which gas is delivered into East Ohio's system from an Upstream Pipeline for Supplier's account.

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

**Unaccounted-for Gas Percentage** -- the portion of Supplier's city gate deliveries retained by East Ohio to compensate East Ohio for gas lost, used, and unaccounted for in operations. Such percentage may be adjusted periodically to reflect changes in the amount of gas lost, used, and unaccounted for in operations.

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

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

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

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

- 4.2 In order to ensure adequate deliveries into East Ohio's Ashtabula market area, Suppliers shall be obligated to accept a release of the associated Tennessee Gas Pipeline ("Tennessee") and corresponding downstream Dominion Transmission, Inc. ("DTI") capacity needed to serve that area on a pro rata basis. The amount of Tennessee and corresponding downstream DTI capacity to be released will be adjusted each Summer and Winter Period or monthly in the case of material changes in pro rata market shares. If the pro rata amount of capacity that would be released to the Supplier is de minimus, East Ohio shall not require Supplier to accept the release. Because Tennessee deliveries to the Cochranton, Pennsylvania interconnection must be delivered to East Ohio through DTI, only the DTI portion of the release shall count towards the Supplier's comparable capacity requirement.
- 4.3 Notwithstanding any other provision of these General Terms and Conditions, Suppliers serving any Customer in the Ashtabula Area that initiates or increases consumption after Upstream Pipeline facilities of RH energytrans, LLC or its successor companies ("the Risberg Line") are placed into service are required to accept a release of firm transportation capacity held by East Ohio on the Risberg Line based on East Ohio's estimate of their incremental peak day usage. In the event Supplier does not accept such capacity and utilize it to serve Customers' incremental load in the Ashtabula Area, East Ohio shall have no obligation to serve such load and may remove the Customers from Supplier's Pool. Service to individual Customers with an incremental peak-day load of less than 5 Mcf/day shall be exempt from this provision if (a) sufficient capacity is available from other sources, (b) the cumulative impact of such exemptions does not materially affect the reliability of service to the Ashtabula Area, and (c) the individual Customer is not among a group of such Customers (e.g., a housing development or commercial park) that together exceed the threshold for exemption.

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

- 4.4 The Primary Firm Transportation capacity released pursuant to Paragraphs 4.1, 4.2, and 4.3 shall be recallable in the event of a material decrease in Supplier's Energy Choice market share or upon Supplier's failure to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24). If Supplier's End Use Customers return to system supply, East Ohio shall have the right to recall such Primary Firm Transportation capacity released pursuant to Paragraph 4.1 as may be needed to meet the estimated design day requirements of the returning End Use Customers.
- 4.5 Contract Storage capacity and related storage demand/deliverability not needed for operational balancing purposes shall be made available by East Ohio on a pro rata basis. The assignment shall be structured as a release of capacity at the full maximum rates paid by East Ohio. The standard term of the release shall be through the earlier of March 31, 2010 or the termination date of the contract(s) between East Ohio and the Upstream Pipeline as adjusted for any seasonal or annual variations in the capacity rights provided by such contract(s). East Ohio shall retain all rights of first refusal that accompany such capacity upon contract termination. Supplier may request alternate arrangements which East Ohio shall evaluate in terms of the potential impact on reliability and stranded costs. In the event that any such capacity remains unreleased after first being made available to Suppliers on a voluntary basis, Supplier shall be required to accept a pro rata release of such capacity.
- 4.6 The Contract Storage capacity released pursuant to Paragraph 4.5 shall be recallable in the event of a material decrease in Supplier's aggregate end user demand or upon Supplier's failure to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24). If Supplier's End Use Customers return to system supply, East Ohio shall have the right to recall such Contract Storage capacity released pursuant to Paragraph 4.5 as may be needed to meet the estimated design day requirements of the returning End Use Customers. If East Ohio recalls such capacity, it shall purchase the associated amount of Supplier's Contract Storage inventory in place. The purchase price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (The McGraw-Hill Companies, Inc.) for Dominion Transmission Inc. Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase takes place.

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

- 4.7 Supplier's failure to accept a required release of Upstream Capacity or pay Upstream Pipeline for any Firm Transportation or Contract Storage capacity released pursuant to this Section may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2).
- 4.8 The capacity released pursuant to Section 4 may be revised in the event of a material change in a Supplier's aggregate Customer demand. Any recalled capacity shall be made available to all Standard Service Offer, Standard Choice Offer and Energy Choice suppliers pursuant to the provisions set forth elsewhere in Section 4.

**5. ASSIGNMENT OF ON-SYSTEM STORAGE CAPACITY**

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

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

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 East Ohio until payment for such purchase is received from Supplier, at which time title and possession shall transfer to Supplier.
- 5.4 The On-System Storage assignment made pursuant to Paragraph 5.1 shall be withdrawn only under the following circumstances: (1) the End Use Customer on whose behalf the capacity has been assigned is no longer served by the Supplier or (2) the Supplier has failed to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24).



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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE****6. ASSESSMENT OF SUPPLY AND CAPACITY**

- 6.1 East Ohio shall assess the sufficiency of Supplier's supply and/or capacity rights on a monthly basis during the November through March period. If East Ohio adopts enrollment procedures that permit intra-month changes in the number of Customers served by Supplier, East Ohio may update its assessment during the month. If such assessment indicates that Supplier's rights are deficient relative to 91.75% of its End Use Customers' design day requirements for the following month, East Ohio shall notify Supplier, which shall then correct the deficiency within ten business days. East Ohio may also require Supplier to submit a capacity and supply plan for the remainder of the November through March period in order to determine whether Supplier's plan and capabilities are sufficient to meet future Customer requirements. Supplier's failure to correct any deficiencies may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-13(F)(2). In the event such deficiency remains uncorrected, East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.
- 6.2 The capacity retained by East Ohio for operational balancing purposes shall be comprised of 75% Contract Storage capacity and 25% On-System Storage capacity. East Ohio shall review annually the amount and composition of its operational balancing capacity. If such review indicates that this designated amount and/or composition of operational balancing is not required to maintain system integrity, the amount and/or composition may be modified after review by the PUCO Staff.

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

- 7.1 All Transportation Volumes shall be measured at Transportation Receipt Points specified by Supplier and accepted by East Ohio in accordance with the terms of East Ohio's agreement with the Upstream Pipeline. Such measurement shall be conclusive for purposes of the Agreement.
- 7.2 When Transportation Volumes are received by East Ohio on an MMBtu basis, East Ohio will make a heat content adjustment in order to convert Supplier's Transportation Volumes to an Mcf basis. For each calendar year, East Ohio will

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

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

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

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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE****18. RECONCILIATION OF DAILY IMBALANCE VOLUMES**

- 18.1 The following charges shall apply to daily imbalance volumes created during periods in which no OFOs have been issued that are not otherwise offset through the imbalance trading procedure set forth in the prior Section:

Positive Daily Imbalance Charges

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. The Minimum Reference Price shall equal the minimum of the daily midpoints of common price spreads for Dominion, South Point, during the month, as published in *Platts Gas Daily* (The McGraw-Hill Companies, Inc.), or an appropriate successor index should it cease to be published, plus the variable transportation charges to bring the gas to East Ohio's system, adjusted for shrinkage.

<u>Positive Imbalance Percentage</u>	<u>Minimum Reference Price Multiplier</u>
From 0% up to and including 25%	1.00
Over 25% up to and including 50%	0.75
Over 50%	0.50

Negative Daily Imbalance Charges

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. The Maximum Reference Price shall equal the maximum of the daily midpoints of common price spreads for Dominion, South Point, during the month, as published in *Platts Gas Daily* (The McGraw-Hill Companies, Inc.), or an appropriate successor index should it cease to be published, plus the firm transportation charges to bring the gas to East Ohio's system, adjusted for shrinkage, and associated excise tax.

<u>Negative Imbalance Percentage</u>	<u>Maximum Reference Price Multiplier</u>
From 0% up to and including 25%	1.00
Over 25% up to and including 50%	1.25
Over 50%	1.50

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

- 18.2 Supplier's failure to provide cumulative Daily Available Volumes plus Imbalance Trading Volumes equal to at least 90% of cumulative Daily Pool Requirements over a month may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Paragraphs 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.
- 18.3 Supplier's failure to provide Daily Available Volumes plus Imbalance Trading Volumes equal to at least 80% of Daily Pool Requirements for five or more days in a month may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.
- 18.4 In the event Supplier informs East Ohio, or East Ohio otherwise becomes aware, that Supplier does not intend to perform its obligations under the Agreement, or in the event East Ohio determines that Supplier no longer has the Upstream Pipeline or Storage capacity, inventory or gas supply necessary to perform such obligations, East Ohio may deem such conditions to be a material default within the meaning of OAC Rule 4901:1-27-13(F) and may request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-13(F)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.

**19. RECONCILIATION OF MONTHLY VOLUMES**

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

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

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

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

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

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

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

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

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

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

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



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

- 24.1 In addition to meeting the financial requirements outlined in Section 23 above, Supplier shall be certified by the PUCO in accordance with the PUCO's requirements for Certification of Governmental Aggregators and Retail Natural Gas Suppliers as set forth in OAC Chapter 4901:1-27. East Ohio shall make copies of OAC Chapter 4901:1-27 available upon request.
- 24.2 Supplier shall conduct its activities consistent with the PUCO's Minimum Service Standards for Competitive Retail Natural Gas Service as set forth in OAC Chapter 4901:1-29, which are incorporated herein by reference. East Ohio shall make copies of OAC Chapter 4901:1-29 available upon request. Supplier's failure to comply with such requirements may be grounds for suspension or rescission of its certification as set forth in OAC Rule 4901:1-27-13(E) and may be deemed to be a material default within the meaning of OAC Rule 4901:1-27-13(F) for which East Ohio could request suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-13(F)(2).
- 24.3 Supplier shall cooperate with East Ohio in connection with any Customer issues concerning competitive retail natural gas service that involve both East Ohio and Supplier or governmental aggregator.

**EAST OHIO STANDARDS OF CONDUCT**

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

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

**CUSTOMER ENROLLMENT PROCESS INFORMATION EXCHANGE**

**25. ELECTRONIC FILE TRANSFERS**

25.1 East Ohio will accept enrollments each business day. Enrollments will be processed the night they are received. A file accepting or rejecting Suppliers enrollments will be available the next day. All file information will be provided to Suppliers as outlined in the East Ohio Enrollment/Billing File Specifications document. This document will be updated as needed to reflect technology and files changes.

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

- 26.11 Supplier's voluntary filing of a bankruptcy petition, or the filing of an involuntary bankruptcy petition by Supplier's creditors as set forth in Section 23 these General Terms and Conditions.
- 26.12 Supplier's failure to comply with the requirements of the Supplier's Code of Conduct as set forth in Section 24 of these General Terms and Conditions.
- 26.13 To the extent not specifically identified above, Supplier's failure to perform, to a material extent, any of the obligations imposed upon it under the Agreement.

**27. REMEDIES**

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

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**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.

\_\_\_\_\_

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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## 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 \_\_\_\_\_

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## **BILLING RULES FOR ENERGY CHOICE POOLING CUSTOMERS**

### **1. GENERAL DESCRIPTION**

- 1.1 Under East Ohio's Energy Choice Pooling Program, approved Suppliers have the choice of two billing options: 1) East Ohio bills the Energy Choice customers for the gas transportation service which these customers receive from East Ohio and the Supplier bills the same Energy Choice customers for the natural gas which Supplier provides these customers; and 2) East Ohio bills the Energy Choice customers for both the gas transportation service which the customers receive from East Ohio and for the natural gas which Supplier provides these same customers.
- 1.2 All customer bills and payments shall be handled in accordance with OAC Rule 4901:1-29-12, except for 4901:1-29-12(F) for which a waiver was granted, and shall be subject to the following rules governing these billing procedures.

### **2. BILLING WHERE EAST OHIO PROVIDES ONE BILL FOR TRANSPORTATION AND SUPPLIER PROVIDES ONE BILL FOR GAS COMMODITY (OPTION 1)**

- 2.1 East Ohio shall provide the Supplier on a daily basis with the customer's natural gas consumption via East Ohio's internet file posting system in accordance with the billing file transfer process set forth in paragraph 25 of the General Terms and Conditions of Energy Choice Pooling Service. Estimated readings and actual readings will be treated identically.
- 2.2 Supplier shall maintain its own tax exemption certificates.

### **3. BILLING WHERE EAST OHIO PROVIDES ONE BILL FOR TRANSPORTATION AND GAS COMMODITY (OPTION 2)**

- 3.1 East Ohio shall maintain Supplier's basic rate structure, subject to the following conditions:
  - (1) Supplier shall provide a written copy of its rate structure to East Ohio. All rate information received by East Ohio shall be confidential.



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**BILLING RULES FOR ENERGY CHOICE POOLING CUSTOMERS**

and Conditions of Energy Choice Pooling Service. Estimated readings and actual readings will be treated identically.

- 3.5 Customers may select the budget billing plan for paying their gas bills.

**4. MISCELLANEOUS**

- 4.1 East Ohio and Supplier shall provide each other with the name and telephone number of a billing contact and information technology contact. East Ohio's contact may be reached at Gas\_Energy\_Choice@dom.com.
- 4.2 Supplier must maintain a twenty-four (24) hour answering service or a telephone answering machine that informs all callers that if they smell gas or there is any other emergency regarding gas service, the callers should call their gas utility immediately.
- 4.3 If the Supplier receives a telephone call from a customer that should be directed to East Ohio, Supplier shall direct the customer as follows:
- For emergencies (such as gas odor, fire, or explosion), call 1-800-362-7557.
- For billing questions (other than about commodity charges), call 1-800-362-7557.
- 4.4 Supplier shall handle all calls regarding commodity charges and associated rates.

## General Terms and Conditions of Transportation Service

### 4. Volume Banking Service

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

### 5. Positive Imbalance Volumes

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

### 6. Negative Imbalance Volumes

- 6.1 East Ohio will sell gas to Customer to eliminate Negative Imbalance Volumes at a rate determined by adding the current month's Negative Imbalance Volume reference gas cost, the maximum of the daily midpoints of common price spreads for gas entering Dominion South Point during the month as published in *Platt's Gas Daily* (The McGraw-Hill Companies, Inc.), or an appropriate successor index should it cease to be published, times one hundred and twenty percent (120%), plus the 100% load factor firm transportation charges to transport gas on Dominion Transmission, Inc. ("DTI") to East Ohio's interconnections with DTI, plus excise tax, adjusted for shrinkage. Charges for Negative Imbalance Volumes attributable to the Customer's failure to comply with operational flow orders or operational matching orders will be based on the provisions

## General Terms and Conditions of Transportation Service

of Section 13. If the Customer's Negative Imbalance Volumes exceed 25% of all daily volumes delivered to the Customer during the Customer's Billing Cycle over two or more consecutive months, East Ohio may at its sole discretion in accordance with reasonable and standard industry practice, terminate the contract for transportation service upon thirty (30) days written notice to the Customer and commence rendering 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.

**General Terms and Conditions of Transportation Service**

**13. Operational Flow Orders**

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

- (A) the payment of a gas cost equal to the highest incremental cost paid by East Ohio on the date of non-compliance; and
- (B) demand charges based on the Dominion Transmission, Inc. FTNN rate schedule pursuant to the following schedule:

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

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

- (C) the payment of all other charges, inclusive of storage and overrun costs, incurred by East Ohio on the date of the OFO shortfall; and associated excise tax.
- (D) East Ohio shall credit all payments received for charges billed pursuant to this Section to costs recovered through Transportation Migration Rider – Part B.

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

**14. Obligations**

14.1 The Customer shall be deemed to be in control and possession of the gas delivered to East Ohio for Customer's account, until it shall have been delivered to and accepted by East Ohio at the Transportation Receipt Point(s) or the Production Receipt Point(s), as applicable, after which East Ohio shall be deemed to be in control, but

# EXHIBIT B

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 SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE
 

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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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 Issued:

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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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- **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* (S&P Global Platts) for Eastern Gas, 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 Eastern Gas Transmission and Storage, Inc. (EGTS) 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 EGTS 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.
- **Customer Education Fee** – A fee of \$0.01 per Mcf assessed beginning December 1, 2021, or upon approval of the PUCO, on all volumes billed to Suppliers participating in East Ohio's Energy Choice program. The fee will continue for all such volumes billed prior to the first billing cycle in December 2025.
- 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: Transportation Services

Email:  
[Gas\\_Energy\\_Choice@dominionenergy.com](mailto: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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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**

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

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

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

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

**EBB** -- East Ohio's Electronic Bulletin Board.

**ECPS** -- Energy Choice Pooling Service.

**ECTS** -- Energy Choice Transportation Service rate schedule.

**Eligible Customer List** -- A listing provided to Suppliers containing the customer name, mailing address, premises address, twelve (12) months of usage, residential or nonresidential account type indicator, West Ohio pool indicator (if applicable), individual or business name type indicator, and meter read cycle. Lists provided to aggregators also include the customer account number.

**FERC** -- the Federal Energy Regulatory Commission.

**FRPS** -- Full Requirements Pooling Service.

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

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

**LPPS** -- Local Production Pooling Service.

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

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

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

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

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

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

**OAC** -- Ohio Administrative Code.

**OFO** -- Operational Flow Order issued by East Ohio.

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

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

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

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

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

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

**PSIA** -- pounds per square inch, absolute.

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

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

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

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

**Storage Volume** -- the volume of gas injected into or withdrawn from On-System Storage for Supplier's account on any Day.

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

**Supplier** -- any entity that has in effect an ECPS Agreement with East Ohio.

**Supplier Allocation Volume** -- the quantity of gas allocated by Supplier on any Day to the account of another Supplier.

**Transportation Receipt Point(s)** -- the interconnection(s), as specified by Supplier and accepted by East Ohio, at which gas is delivered into East Ohio's system from an Upstream Pipeline for Supplier's account.

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

**Unaccounted-for Gas Percentage** -- the portion of Supplier's city gate deliveries retained by East Ohio to compensate East Ohio for gas lost, used, and unaccounted for in operations. Such percentage may be adjusted periodically to reflect changes in the amount of gas lost, used, and unaccounted for in operations.

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

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

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

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

- 4.2 In order to ensure adequate deliveries into East Ohio's Ashtabula market area, Suppliers shall be obligated to accept a release of the associated Tennessee Gas Pipeline ("Tennessee") and corresponding downstream Eastern Gas Transmission and Storage, Inc. ("EGTS") capacity needed to serve that area on a pro rata basis. The amount of Tennessee and corresponding downstream EGTS capacity to be released will be adjusted each Summer and Winter Period or monthly in the case of material changes in pro rata market shares. If the pro rata amount of capacity that would be released to the Supplier is de minimus, East Ohio shall not require Supplier to accept the release. Because Tennessee deliveries to the Cochranon, Pennsylvania interconnection must be delivered to East Ohio through EGTS, only the EGTS portion of the release shall count towards the Supplier's comparable capacity requirement.
- 4.3 Notwithstanding any other provision of these General Terms and Conditions, Suppliers serving any Customer in the Ashtabula Area that initiates or increases consumption after Upstream Pipeline facilities of RH energytrans, LLC or its successor companies ("the Risberg Line") are placed into service are required to accept a release of firm transportation capacity held by East Ohio on the Risberg Line based on East Ohio's estimate of their incremental peak day usage. In the event Supplier does not accept such capacity and utilize it to serve Customers' incremental load in the Ashtabula Area, East Ohio shall have no obligation to serve such load and may remove the Customers from Supplier's Pool. Service to individual Customers with an incremental peak-day load of less than 5 Mcf/day shall be exempt from this provision if (a) sufficient capacity is available from other sources, (b) the cumulative impact of such exemptions does not materially affect the reliability of service to the Ashtabula Area, and (c) the individual Customer is not among a group of such Customers (e.g., a housing development or commercial park) that together exceed the threshold for exemption.
- 4.4 The Primary Firm Transportation capacity released pursuant to Paragraphs 4.1, 4.2, and 4.3 shall be recallable in the event of a material decrease in Supplier's Energy

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

Choice market share or upon Supplier's failure to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24). If Supplier's End Use Customers return to system supply, East Ohio shall have the right to recall such Primary Firm Transportation capacity released pursuant to Paragraph 4.1 as may be needed to meet the estimated design day requirements of the returning End Use Customers.

- 4.5 Contract Storage capacity and related storage demand/deliverability not needed for operational balancing purposes shall be made available by East Ohio on a pro rata basis. The assignment shall be structured as a release of capacity at the full maximum rates paid by East Ohio. The standard term of the release shall be through the earlier of March 31, 2010 or the termination date of the contract(s) between East Ohio and the Upstream Pipeline as adjusted for any seasonal or annual variations in the capacity rights provided by such contract(s). East Ohio shall retain all rights of first refusal that accompany such capacity upon contract termination. Supplier may request alternate arrangements which East Ohio shall evaluate in terms of the potential impact on reliability and stranded costs. In the event that any such capacity remains unreleased after first being made available to Suppliers on a voluntary basis, Supplier shall be required to accept a pro rata release of such capacity.
- 4.6 The Contract Storage capacity released pursuant to Paragraph 4.5 shall be recallable in the event of a material decrease in Supplier's aggregate end user demand or upon Supplier's failure to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24). If Supplier's End Use Customers return to system supply, East Ohio shall have the right to recall such Contract Storage capacity released pursuant to Paragraph 4.5 as may be needed to meet the estimated design day requirements of the returning End Use Customers. If East Ohio recalls such capacity, it shall purchase the associated amount of Supplier's Contract Storage inventory in place. The purchase price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (S&P Global Platts) for Eastern Gas, Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase takes place.
- 4.7 Supplier's failure to accept a required release of Upstream Capacity or pay Upstream Pipeline for any Firm Transportation or Contract Storage capacity released pursuant to this Section may be deemed to be a material default within the

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

meaning of OAC Rule 4901:1-13-14(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2).

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

**5. ASSIGNMENT OF ON-SYSTEM STORAGE CAPACITY**

- 5.1 On-System Storage capacity and related storage demand/deliverability shall be assigned to the Supplier based on the pro rata share of such storage allocable to Supplier's End Use Customers. The costs associated with such capacity shall be recovered in the volumetric rates paid by End Use Customers under the ECTS and LVECTS rate schedules and shall not be the direct responsibility of the Supplier. The initial assignment shall commence the first month in which the Supplier renders commodity service to the End Use Customer and shall terminate the last month in which the Supplier renders commodity service to the End Use Customer on whose behalf the capacity had been assigned.
- 5.2 Supplier shall comply with the Summer Period storage injection schedule set forth in paragraph 13.8 of these General Terms and Conditions. Compliance may be achieved by: (1) modified On-System Storage injections and/or (2) On-System Storage inventory transfers to and from storage accounts of other Suppliers. East Ohio shall use its best efforts to accommodate Supplier requests for over-injections above the firm injection rights specified in Section 13 of these General Terms and Conditions. East Ohio shall accommodate Supplier's On-System Storage inventory transfer requests to the extent permitted under the respective pooling and storage service provisions. If, notwithstanding its best efforts, Supplier is unable to attain the specified On-System Storage inventory levels, Supplier shall purchase from or sell to East Ohio On-System Storage volumes in place in an amount necessary to attain such inventory. East Ohio may, at its option, purchase or sell volumes above the minimum level needed to achieve compliance if requested by Supplier, or if needed to meet operational requirements. The transfer price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (S&P Global Platts) for Eastern Gas, 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 EGTS 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

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

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* (S&P Global Platts) for Eastern Gas, 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 EGTS to East Ohio's city gate. Such price shall be adjusted by the Unaccounted-for Gas Percentage, the conversion to Mcf pursuant to Paragraph 7.2 of these General Terms and Conditions, and associated excise tax if applicable. On-System Storage volumes purchased from East Ohio shall be credited to Supplier's inventory for nomination purposes only. Title and possession shall remain with East Ohio until payment for such purchase is received from Supplier, at which time title and possession shall transfer to Supplier.
- 5.4 The On-System Storage assignment made pursuant to Paragraph 5.1 shall be withdrawn only under the following circumstances: (1) the End Use Customer on whose behalf the capacity has been assigned is no longer served by the Supplier or (2) the Supplier has failed to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24).

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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE****6. ASSESSMENT OF SUPPLY AND CAPACITY**

- 6.1 East Ohio shall assess the sufficiency of Supplier's supply and/or capacity rights on a monthly basis during the November through March period. If East Ohio adopts enrollment procedures that permit intra-month changes in the number of Customers served by Supplier, East Ohio may update its assessment during the month. If such assessment indicates that Supplier's rights are deficient relative to 91.75% of its End Use Customers' design day requirements for the following month, East Ohio shall notify Supplier, which shall then correct the deficiency within ten business days. East Ohio may also require Supplier to submit a capacity and supply plan for the remainder of the November through March period in order to determine whether Supplier's plan and capabilities are sufficient to meet future Customer requirements. Supplier's failure to correct any deficiencies may be deemed to be a material default within the meaning of OAC Rule 4901:1-13-14(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2). In the event such deficiency remains uncorrected, East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.
- 6.2 The capacity retained by East Ohio for operational balancing purposes shall be comprised of 75% Contract Storage capacity and 25% On-System Storage capacity. East Ohio shall review annually the amount and composition of its operational balancing capacity. If such review indicates that this designated amount and/or composition of operational balancing is not required to maintain system integrity, the amount and/or composition may be modified after review by the PUCO Staff.

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

- 7.1 All Transportation Volumes shall be measured at Transportation Receipt Points specified by Supplier and accepted by East Ohio in accordance with the terms of East Ohio's agreement with the Upstream Pipeline. Such measurement shall be conclusive for purposes of the Agreement.
- 7.2 When Transportation Volumes are received by East Ohio on an MMBtu basis, East Ohio will make a heat content adjustment in order to convert Supplier's Transportation Volumes to an Mcf basis. For each calendar year, East Ohio will

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

accordance with reasonable and standard industry practice based on operating conditions. Failure to comply with a Storage OFO may be deemed to be a material default within the meaning of OAC Rule 4901:1-13-14(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2). Such failure may also result in East Ohio, at its sole discretion and in accordance with reasonable and standard industry practice, reducing Supplier's Storage Demand levels by up to 50% for the remainder of the Winter Period.

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

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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE****18. RECONCILIATION OF DAILY IMBALANCE VOLUMES**

- 18.1 The following charges shall apply to daily imbalance volumes created during periods in which no OFOs have been issued that are not otherwise offset through the imbalance trading procedure set forth in the prior Section:

Positive Daily Imbalance Charges

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. The Minimum Reference Price shall equal the minimum of the daily midpoints of common price spreads for Eastern Gas, South, during the month, as published in *Platts Gas Daily* (S&P Global Platts), or an appropriate successor index should it cease to be published, plus the variable transportation charges to bring the gas to East Ohio's system, adjusted for shrinkage.

<u>Positive Imbalance Percentage</u>	<u>Minimum Reference Price Multiplier</u>
From 0% up to and including 25%	1.00
Over 25% up to and including 50%	0.75
Over 50%	0.50

Negative Daily Imbalance Charges

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. The Maximum Reference Price shall equal the maximum of the daily midpoints of common price spreads for Eastern Gas, South, during the month, as published in *Platts Gas Daily* (S&P Global Platts), or an appropriate successor index should it cease to be published, plus the firm transportation charges to bring the gas to East Ohio's system, adjusted for shrinkage, and associated excise tax.

<u>Negative Imbalance Percentage</u>	<u>Maximum Reference Price Multiplier</u>
From 0% up to and including 25%	1.00
Over 25% up to and including 50%	1.25
Over 50%	1.50

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

- 18.2 Supplier's failure to provide cumulative Daily Available Volumes plus Imbalance Trading Volumes equal to at least 90% of cumulative Daily Pool Requirements over a month may be deemed to be a material default within the meaning of OAC Rule 4901:1-13-14(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Paragraphs 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.
- 18.3 Supplier's failure to provide Daily Available Volumes plus Imbalance Trading Volumes equal to at least 80% of Daily Pool Requirements for five or more days in a month may be deemed to be a material default within the meaning of OAC Rule 4901:1-13-14(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.
- 18.4 In the event Supplier informs East Ohio, or East Ohio otherwise becomes aware, that Supplier does not intend to perform its obligations under the Agreement, or in the event East Ohio determines that Supplier no longer has the Upstream Pipeline or Storage capacity, inventory or gas supply necessary to perform such obligations, East Ohio may deem such conditions to be a material default within the meaning of OAC Rule 4901:1-13-14(J) and may request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.

**19. RECONCILIATION OF MONTHLY VOLUMES**

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

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

**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 EGTS 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

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

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

- (c) the payment of all other charges, inclusive of storage and overrun costs, incurred by East Ohio on the date of the OFO shortfall; and
  - (d) associated excise tax.
  - (e) East Ohio shall credit all payments received for charges billed pursuant to this section to costs recovered through Transportation Migration Rider, Part B.
- 21.2 Supplier's failure to comply with an OFO may be deemed to be a material default within the meaning of OAC Rule 4901:1-13-14(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2). East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier unless already recalled under the provisions of Paragraph 21.1.
- 21.3 Suppliers in compliance with an OFO shall not be subject to any incremental charges or costs.

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James E. Eck, Vice President and General Manager

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

- 22.1 Each calendar month East Ohio shall render a statement of account to Supplier, summarizing and providing information necessary to calculate charges due East Ohio under the Agreement, including any purchases by East Ohio pursuant to Paragraphs 4.5, 5.2, 5.3 and 18.1 of these General Terms and Conditions.
- 22.2 Charges previously billed to Supplier by East Ohio, but unpaid by the payment date specified by East Ohio, will be assessed a late payment charge of one and one-half percent (1.5%) per month on the unpaid balance.
- 22.3 If Supplier fails to pay East Ohio for any services or charges rendered under the Agreement within thirty (30) days of the statement date, East Ohio may deduct this unpaid amount from any payments accruing to Supplier under the Agreement or use Supplier's assets associated with the Agreement including, but not limited to, any and all of the Collateral as defined in Paragraph 23.15.
- 22.4 If Supplier fails to pay East Ohio for any services or charges rendered under the Agreement within forty-five (45) days of the statement date, East Ohio may deem such failure to be a material default within the meaning of OAC Rule 4901:1-13-14(J) and may request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2).

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

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

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

- 23.8 If any of the events or actions described in Paragraphs 23.5, 23.6, and 23.7 above shall be initiated or imposed during the terms of service under the Agreement, Supplier shall provide notification thereof to East Ohio within two (2) working days of any such initiated or imposed event or action.
- 23.9 If Supplier has an ongoing business relationship with East Ohio, no delinquent balances shall be consistently outstanding for billings made previously by East Ohio and Supplier shall have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- 23.10 In order to assure that the value of Supplier's financial security instruments remains proportional to Supplier's potential liability under the Agreement, the required dollar amounts of such instruments may be adjusted at the sole discretion of East Ohio, in circumstances including, but not limited to, a change in the level of unsecured credit, if any, determined by East Ohio or a change in amount of required collateral in accordance with paragraph 23.20. In the event East Ohio determines that additional security is required, East Ohio will notify the Supplier of its determination, including the grounds for that determination, and will inform the Supplier that it shall either provide financial security as required by East Ohio within five (5) business days or adjust its current and future participation to a level no greater than East Ohio's revised requirements. Supplier's failure to adjust accordingly may result in East Ohio limiting the enrollment of additional Customers in Supplier's pool and/or deeming such failure to be a material default within the meaning of OAC Rule 4901:1-13-14(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2).
- 23.11 Supplier shall inform East Ohio of any significant change in Supplier's current financial condition. The required dollar amounts of financial security instruments may also be adjusted at the sole discretion of East Ohio based upon Supplier's demonstrated ability or inability to pay promptly.
- 23.12 In order for East Ohio to remain fully informed on participating Suppliers, Supplier shall serve East Ohio with its Annual Report to the Commission coincident with timing of its filing with the PUCO, and any other information provided to the PUCO pursuant to OAC Chapter 4901:1-27.
- 23.13 In the event of a Supplier Default as defined in Section 26 of these General Terms and Conditions, East Ohio shall have the right to use the proceeds from Supplier's financial instrument(s) to satisfy Supplier's obligations under the Agreement and any outstanding claims that East Ohio may have against Supplier. Such proceeds may also be used to secure additional gas supplies, including payment of the costs

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

- 24.1 In addition to meeting the financial requirements outlined in Section 23 above, Supplier shall be certified by the PUCO in accordance with the PUCO's requirements for Certification of Governmental Aggregators and Retail Natural Gas Suppliers as set forth in OAC Chapter 4901:1-27. East Ohio shall make copies of OAC Chapter 4901:1-27 available upon request.
- 24.2 Supplier shall conduct its activities consistent with the PUCO's Minimum Service Standards for Competitive Retail Natural Gas Service as set forth in OAC Chapter 4901:1-29, which are incorporated herein by reference. East Ohio shall make copies of OAC Chapter 4901:1-29 available upon request. Supplier's failure to comply with such requirements may be grounds for suspension or rescission of its certification as set forth in OAC Rule 4901:1-27-13(E) and may be deemed to be a material default within the meaning of OAC Rule 4901:1-13-14(J) for which East Ohio could request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2).
- 24.3 Supplier shall cooperate with East Ohio in connection with any Customer issues concerning competitive retail natural gas service that involve both East Ohio and Supplier or governmental aggregator.

**EAST OHIO STANDARDS OF CONDUCT**

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

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James E. Eck, Vice President and General Manager

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

**CUSTOMER ENROLLMENT PROCESS INFORMATION EXCHANGE**

**25. ELECTRONIC FILE TRANSFERS**

25.1 East Ohio will accept enrollments each business day. Enrollments will be processed the night they are received. A file accepting or rejecting Suppliers' enrollments will be available the next day. All file information will be provided to Suppliers as outlined in the East Ohio Enrollment/Billing File Specifications document. This document will be updated as needed to reflect technology and files changes.

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

- 26.11 Supplier's voluntary filing of a bankruptcy petition, or the filing of an involuntary bankruptcy petition by Supplier's creditors as set forth in Section 23 these General Terms and Conditions.
- 26.12 Supplier's failure to comply with the requirements of the Supplier's Code of Conduct as set forth in Section 24 of these General Terms and Conditions.
- 26.13 To the extent not specifically identified above, Supplier's failure to perform, to a material extent, any of the obligations imposed upon it under the Agreement.
- 27. REMEDIES**
- 27.1 Supplier may remedy defaults as provided for in OAC Rule 4901:1-13-14(J)(1). Otherwise, the default(s) may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2).

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## 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@dominionenergy.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 \_\_\_\_\_

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Issued:

Effective:

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## 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.

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**BILLING AGREEMENT - OPTION 2**

**ARTICLE TWO  
MISCELLANEOUS PROVISIONS**

- 2.01 Supplier shall utilize only one billing option per pool, unless otherwise agreed in writing. Should Supplier elect to change to a different billing option for its Energy Choice pool, it must give East Ohio sixty (60) days' written notice of its intention. Supplier may change its billing option no more than once a year.
- 2.02 This Agreement shall be effective upon execution and shall continue in force and effect for the term of the underlying Energy Choice Pooling Service Agreement.
- 2.03 East Ohio and Supplier shall provide to each other the name and telephone number of a billing contact and an information technology contact. East Ohio's contact may be reached at Gas\_Energy\_Choice@dominionenergy.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 \_\_\_\_\_

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## **BILLING RULES FOR ENERGY CHOICE POOLING CUSTOMERS**

### **1. GENERAL DESCRIPTION**

- 1.1 Under East Ohio's Energy Choice Pooling Program, approved Suppliers have the choice of two billing options: 1) East Ohio bills the Energy Choice customers for the gas transportation service which these customers receive from East Ohio and the Supplier bills the same Energy Choice customers for the natural gas which Supplier provides these customers; and 2) East Ohio bills the Energy Choice customers for both the gas transportation service which the customers receive from East Ohio and for the natural gas which Supplier provides these same customers.
- 1.2 All customer bills and payments shall be handled in accordance with OAC Rule 4901:1-13-11, except for 4901:1-13-11(G)(2) for which a waiver was granted, and shall be subject to the following rules governing these billing procedures.

### **2. BILLING WHERE EAST OHIO PROVIDES ONE BILL FOR TRANSPORTATION AND SUPPLIER PROVIDES ONE BILL FOR GAS COMMODITY (OPTION 1)**

- 2.1 East Ohio shall provide the Supplier on a daily basis with the customer's natural gas consumption via East Ohio's internet file posting system in accordance with the billing file transfer process set forth in paragraph 25 of the General Terms and Conditions of Energy Choice Pooling Service. Estimated readings and actual readings will be treated identically.
- 2.2 Supplier shall maintain its own tax exemption certificates.

### **3. BILLING WHERE EAST OHIO PROVIDES ONE BILL FOR TRANSPORTATION AND GAS COMMODITY (OPTION 2)**

- 3.1 East Ohio shall maintain Supplier's basic rate structure, subject to the following conditions:
- (1) Supplier shall provide a written copy of its rate structure to East Ohio. All rate information received by East Ohio shall be confidential.

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**BILLING RULES FOR ENERGY CHOICE POOLING CUSTOMERS**

and Conditions of Energy Choice Pooling Service. Estimated readings and actual readings will be treated identically.

3.5 Customers may select the budget billing plan for paying their gas bills.

**4. MISCELLANEOUS**

4.1 East Ohio and Supplier shall provide each other with the name and telephone number of a billing contact and information technology contact. East Ohio's contact may be reached at Gas\_Energy\_Choice@dominionenergy.com.

4.2 Supplier must maintain a twenty-four (24) hour answering service or a telephone answering machine that informs all callers that if they smell gas or there is any other emergency regarding gas service, the callers should call their gas utility immediately.

4.3 If the Supplier receives a telephone call from a customer that should be directed to East Ohio, Supplier shall direct the customer as follows:

For emergencies (such as gas odor, fire, or explosion), call 1-800-362-7557.

For billing questions (other than about commodity charges), call 1-800-362-7557.

4.4 Supplier shall handle all calls regarding commodity charges and associated rates.

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## General Terms and Conditions of Transportation Service

### 4. Volume Banking Service

- 4.1 Under the Volume Banking Service, East Ohio will reconcile in subsequent Customer Billing Cycles, on a volumetric basis, any Positive Imbalance Volumes previously incurred.
- 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 Eastern Gas, South during the month as published in *Platt's Gas Daily* (S&P Global Platts), 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 Eastern Gas, South during the month as published in *Platt's Gas Daily* (S&P Global Platts), 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 Eastern Gas Transmission and Storage, Inc. ("EGTS") to East Ohio's interconnections with EGTS, 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

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James E. Eck, Vice President and General Manager

## General Terms and Conditions of Transportation Service

the provisions of Section 13. If the Customer's Negative Imbalance Volumes exceed 25% of all daily volumes delivered to the Customer during the Customer's Billing Cycle over two or more consecutive months, East Ohio may at its sole discretion in accordance with reasonable and standard industry practice, terminate the contract for transportation service upon thirty (30) days written notice to the Customer and commence rendering 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.

### General Terms and Conditions of Transportation Service

#### 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 EGTS FTNN rate schedule pursuant to the following schedule:

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

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

- (C) the payment of all other charges, inclusive of storage and overrun costs, incurred by East Ohio on the date of the OFO shortfall; and associated excise tax.
- (D) East Ohio shall credit all payments received for charges billed pursuant to this Section to costs recovered through Transportation Migration Rider – Part B.

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

#### 14. Obligations

14.1 The Customer shall be deemed to be in control and possession of the gas delivered to East Ohio for Customer's account, until it shall have been delivered to and accepted by East Ohio at the Transportation Receipt Point(s) or the Production Receipt Point(s), as applicable, after which East Ohio shall be deemed to be in control, but

# EXHIBIT B-1

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SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

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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* (~~S&P Global Platts~~~~The McGraw-Hill Companies, Inc.~~) for ~~Dominion Transmission Inc.~~ Eastern Gas, 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 Eastern Gas Transmission and Storage, Inc. (EGTS) ~~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 ~~EGTS 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.
- **Customer Education Fee** – A fee of \$0.01 per Mcf assessed beginning December 1, 2021, or upon approval of the PUCO, on all volumes billed to Suppliers participating in East Ohio's Energy Choice program. The fee will continue for all such volumes billed prior to the first billing cycle in December 2025.
- 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: Transportation Services

[Email: Gas\\_Energy\\_Choice@dominionenergy.com](mailto:Gas_Energy_Choice@dominionenergy.com)

[Phone: \(216\) 736-6559](tel:(216)736-6559)

[Email: Gas\\_Energy\\_Choice@dominionenergy.com](mailto: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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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**

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

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

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

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

**EBB** -- East Ohio's Electronic Bulletin Board.

**ECPS** -- Energy Choice Pooling Service.

**ECTS** -- Energy Choice Transportation Service rate schedule.

**Eligible Customer List** -- A listing provided to Suppliers containing the customer name, mailing address, premises address, twelve (12) months of usage, residential or nonresidential account type indicator, West Ohio pool indicator (if applicable), individual or business name type indicator, and meter read cycle. Lists provided to aggregators also include the customer account number.

**FERC** -- the Federal Energy Regulatory Commission.

**FRPS** -- Full Requirements Pooling Service.

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

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

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

**LPPS** -- Local Production Pooling Service.

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

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

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

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

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

**OAC** -- Ohio Administrative Code.

**OFO** -- Operational Flow Order issued by East Ohio.

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

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

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

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

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

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

**PSIA** -- pounds per square inch, absolute.

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

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

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~~Jeffrey A. Murphy~~<sup>James E. Eck</sup>, Vice President ~~and General Manager~~

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

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

**Storage Volume** -- the volume of gas injected into or withdrawn from On-System Storage for Supplier's account on any Day.

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

**Supplier** -- any entity that has in effect an ECPS Agreement with East Ohio.

**Supplier Allocation Volume** -- the quantity of gas allocated by Supplier on any Day to the account of another Supplier.

**Transportation Receipt Point(s)** -- the interconnection(s), as specified by Supplier and accepted by East Ohio, at which gas is delivered into East Ohio's system from an Upstream Pipeline for Supplier's account.

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

**Unaccounted-for Gas Percentage** -- the portion of Supplier's city gate deliveries retained by East Ohio to compensate East Ohio for gas lost, used, and unaccounted for in operations. Such percentage may be adjusted periodically to reflect changes in the amount of gas lost, used, and unaccounted for in operations.

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

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

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

- \_\_\_\_\_ purposes shall be made available by East Ohio on a pro rata basis. The assignment shall be structured as a release of capacity at the full maximum rates paid by East Ohio. The standard term of the release shall be through the earlier of March 31, 2010, or the termination date of the contract(s) between East Ohio and the Upstream Pipeline as adjusted for any seasonal or annual variations in the capacity rights provided by such contract(s). East Ohio shall retain all rights of first refusal that accompany such capacity upon contract termination. Supplier may request alternate arrangements which East Ohio shall evaluate in terms of the potential impact on reliability and stranded costs. In the event that any such capacity remains unreleased after first being made available to Suppliers on a voluntary basis, Supplier shall be required to accept a pro rata release of such capacity.
- 4.2 In order to ensure adequate deliveries into East Ohio's Ashtabula market area, Suppliers shall be obligated to accept a release of the associated Tennessee Gas Pipeline ("Tennessee") and corresponding downstream Eastern Gas Transmission and Storage, Inc. ("EGTS") ~~Dominion Transmission, Inc. ("DTI")~~ capacity needed to serve that area on a pro rata basis. The amount of Tennessee and corresponding downstream EGTS ~~DTI~~ capacity to be released will be adjusted each Summer and Winter Period or monthly in the case of material changes in pro rata market shares. If the pro rata amount of capacity that would be released to the Supplier is de minimus, East Ohio shall not require Supplier to accept the release. Because Tennessee deliveries to the Cochranon, Pennsylvania interconnection must be delivered to East Ohio through EGTS ~~DTI~~, only the EGTS ~~DTI~~ portion of the release shall count towards the Supplier's comparable capacity requirement.
- 4.3 Notwithstanding any other provision of these General Terms and Conditions, Suppliers serving any Customer in the Ashtabula Area that initiates or increases consumption after Upstream Pipeline facilities of RH energytrans, LLC or its successor companies ("the Risberg Line") are placed into service are required to accept a release of firm transportation capacity held by East Ohio on the Risberg Line based on East Ohio's estimate of their incremental peak day usage. In the event Supplier does not accept such capacity and utilize it to serve Customers' incremental load in the Ashtabula Area, East Ohio shall have no obligation to serve such load and may remove the Customers from Supplier's Pool. Service to individual Customers with an incremental peak-day load of less than 5 Mcf/day shall be exempt from this provision if (a) sufficient capacity is available from other sources, (b) the cumulative impact of such exemptions does not materially affect the reliability of service to the Ashtabula Area, and (c) the individual Customer is not among a group of such Customers (e.g., a housing development or commercial park) that together exceed the threshold for exemption.

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~~Jeffrey A. Murphy~~ James E. Eck, Vice President and General Manager

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

- 4.4 The Primary Firm Transportation capacity released pursuant to Paragraphs 4.1, 4.2, and 4.3 shall be recallable in the event of a material decrease in Supplier's Energy Choice market share or upon Supplier's failure to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24). If Supplier's End Use Customers return to system supply, East Ohio shall have the right to recall such Primary Firm Transportation capacity released pursuant to Paragraph 4.1 as may be needed to meet the estimated design day requirements of the returning End Use Customers.
- 4.5 Contract Storage capacity and related storage demand/deliverability not needed for operational balancing purposes shall be made available by East Ohio on a pro rata basis. The assignment shall be structured as a release of capacity at the full maximum rates paid by East Ohio. The standard term of the release shall be through the earlier of March 31, 2010 or the termination date of the contract(s) between East Ohio and the Upstream Pipeline as adjusted for any seasonal or annual variations in the capacity rights provided by such contract(s). East Ohio shall retain all rights of first refusal that accompany such capacity upon contract termination. Supplier may request alternate arrangements which East Ohio shall evaluate in terms of the potential impact on reliability and stranded costs. In the event that any such capacity remains unreleased after first being made available to Suppliers on a voluntary basis, Supplier shall be required to accept a pro rata release of such capacity.
- 4.6 The Contract Storage capacity released pursuant to Paragraph 4.5 shall be recallable in the event of a material decrease in Supplier's aggregate end user demand or upon Supplier's failure to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24). If Supplier's End Use Customers return to system supply, East Ohio shall have the right to recall such Contract Storage capacity released pursuant to Paragraph 4.5 as may be needed to meet the estimated design day requirements of the returning End Use Customers. If East Ohio recalls such capacity, it shall purchase the associated amount of Supplier's Contract Storage inventory in place. The purchase price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* ([S&P Global Platts](#)~~The McGraw-Hill Companies, Inc.~~) for ~~Dominion Transmission Inc. Eastern Gas~~, Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase takes place.

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

- 4.7 Supplier's failure to accept a required release of Upstream Capacity or pay Upstream Pipeline for any Firm Transportation or Contract Storage capacity released pursuant to this Section may be deemed to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2):27-13(F)(2)~~.
- 4.8 The capacity released pursuant to Section 4 may be revised in the event of a material change in a Supplier's aggregate Customer demand. Any recalled capacity shall be made available to all Standard Service Offer, Standard Choice Offer and Energy Choice suppliers pursuant to the provisions set forth elsewhere in Section 4.

**5. ASSIGNMENT OF ON-SYSTEM STORAGE CAPACITY**

- 5.1 On-System Storage capacity and related storage demand/deliverability shall be assigned to the Supplier based on the pro rata share of such storage allocable to Supplier's End Use Customers. The costs associated with such capacity shall be recovered in the volumetric rates paid by End Use Customers under the ECTS and LVECTS rate schedules and shall not be the direct responsibility of the Supplier. The initial assignment shall commence the first month in which the Supplier renders commodity service to the End Use Customer and shall terminate the last month in which the Supplier renders commodity service to the End Use Customer on whose behalf the capacity had been assigned.
- 5.2 Supplier shall comply with the Summer Period storage injection schedule set forth in paragraph 13.8 of these General Terms and Conditions. Compliance may be achieved by: (1) modified On-System Storage injections and/or (2) On-System Storage inventory transfers to and from storage accounts of other Suppliers. East Ohio shall use its best efforts to accommodate Supplier requests for over-injections above the firm injection rights specified in Section 13 of these General Terms and Conditions. East Ohio shall accommodate Supplier's On-System Storage inventory transfer requests to the extent permitted under the respective pooling and storage service provisions. If, notwithstanding its best efforts, Supplier is unable to attain the specified On-System Storage inventory levels, Supplier shall purchase from or sell to East Ohio On-System Storage volumes in place in an amount necessary to attain such inventory. East Ohio may, at its option, purchase or sell volumes above the minimum level needed to achieve compliance if requested by Supplier, or if needed to meet operational requirements. The transfer price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (~~S&P Global Platts~~~~The~~

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

- ~~McGraw-Hill Companies, Inc.~~ for ~~Dominion Transmission Inc.~~ Eastern Gas, 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 EGTS 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 (S&P Global Platts)* ~~The McGraw-Hill Companies, Inc.~~ for ~~Dominion Transmission Inc.~~ Eastern Gas, 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 EGTS Dominion Energy Transmission Inc. to East Ohio's city gate. Such price shall be adjusted by the Unaccounted-for Gas Percentage, the conversion to Mcf pursuant to Paragraph 7.2 of these General Terms and Conditions, and associated excise tax if applicable. On-System Storage volumes purchased from East Ohio shall be credited to Supplier's inventory for nomination purposes only. Title and possession shall remain with East Ohio until payment for such purchase is received from Supplier, at which time title and possession shall transfer to Supplier.
- 5.4 The On-System Storage assignment made pursuant to Paragraph 5.1 shall be withdrawn only under the following circumstances: (1) the End Use Customer on whose behalf the capacity has been assigned is no longer served by the Supplier or (2) the Supplier has failed to comply with the terms and conditions set forth in these General Terms and Conditions. Particular emphasis shall be placed on Supplier compliance with the Reconciliation of Daily Imbalance Volumes (Section 18 of these General Terms and Conditions), OFOs (Section 21) and Standards of Conduct (Section 24).

**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE****6. ASSESSMENT OF SUPPLY AND CAPACITY**

- 6.1 East Ohio shall assess the sufficiency of Supplier's supply and/or capacity rights on a monthly basis during the November through March period. If East Ohio adopts enrollment procedures that permit intra-month changes in the number of Customers served by Supplier, East Ohio may update its assessment during the month. If such assessment indicates that Supplier's rights are deficient relative to 91.75% of its End Use Customers' design day requirements for the following month, East Ohio shall notify Supplier, which shall then correct the deficiency within ten business days. East Ohio may also require Supplier to submit a capacity and supply plan for the remainder of the November through March period in order to determine whether Supplier's plan and capabilities are sufficient to meet future Customer requirements. Supplier's failure to correct any deficiencies may be deemed to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2);27-13(F)(2)~~. In the event such deficiency remains uncorrected, East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.
- 6.2 The capacity retained by East Ohio for operational balancing purposes shall be comprised of 75% Contract Storage capacity and 25% On-System Storage capacity. East Ohio shall review annually the amount and composition of its operational balancing capacity. If such review indicates that this designated amount and/or composition of operational balancing is not required to maintain system integrity, the amount and/or composition may be modified after review by the PUCO Staff.

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

- 7.1 All Transportation Volumes shall be measured at Transportation Receipt Points specified by Supplier and accepted by East Ohio in accordance with the terms of East Ohio's agreement with the Upstream Pipeline. Such measurement shall be conclusive for purposes of the Agreement.
- 7.2 When Transportation Volumes are received by East Ohio on an MMBtu basis, East Ohio will make a heat content adjustment in order to convert Supplier's Transportation Volumes to an Mcf basis. For each calendar year, East Ohio will

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~~Jeffrey A. Murphy~~ ~~James E. Eck~~, Vice President ~~and General Manager~~

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

accordance with reasonable and standard industry practice based on operating conditions. Failure to comply with a Storage OFO may be deemed to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2):27-13(F)(2)~~. Such failure may also result in East Ohio, at its sole discretion and in accordance with reasonable and standard industry practice, reducing Supplier's Storage Demand levels by up to 50% for the remainder of the Winter Period.

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

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

**18. RECONCILIATION OF DAILY IMBALANCE VOLUMES**

- 18.1 The following charges shall apply to daily imbalance volumes created during periods in which no OFOs have been issued that are not otherwise offset through the imbalance trading procedure set forth in the prior Section:

Positive Daily Imbalance Charges

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. The Minimum Reference Price shall equal the minimum of the daily midpoints of common price spreads for ~~Eastern Gas, South Dominion, South Point~~, during the month, as published in *Platts Gas Daily (S&P Global Platts The McGraw-Hill Companies, Inc.)*, or an appropriate successor index should it cease to be published, plus the variable transportation charges to bring the gas to East Ohio's system, adjusted for shrinkage.

<u>Positive Imbalance Percentage</u>	<u>Minimum Reference Price Multiplier</u>
From 0% up to and including 25%	1.00
Over 25% up to and including 50%	0.75
Over 50%	0.50

Negative Daily Imbalance Charges

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. The Maximum Reference Price shall equal the maximum of the daily midpoints of common price spreads for ~~Eastern Gas, South Dominion, South Point~~, during the month, as published in *Platts Gas Daily (S&P Global Platts The McGraw-Hill Companies, Inc.)*, or an appropriate successor index should it cease to be published, plus the firm transportation charges to bring the gas to East Ohio's system, adjusted for shrinkage, and associated excise tax.

<u>Negative Imbalance Percentage</u>	<u>Maximum Reference Price Multiplier</u>
From 0% up to and including 25%	1.00
Over 25% up to and including 50%	1.25
Over 50%	1.50

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~~Scott C. Miller~~ James E. Eck, Vice President ~~and General Manager~~

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

- 18.2 Supplier's failure to provide cumulative Daily Available Volumes plus Imbalance Trading Volumes equal to at least 90% of cumulative Daily Pool Requirements over a month may be deemed to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2);27-13(F)(2)~~. East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Paragraphs 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.
- 18.3 Supplier's failure to provide Daily Available Volumes plus Imbalance Trading Volumes equal to at least 80% of Daily Pool Requirements for five or more days in a month may be deemed to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2);27-13(F)(2)~~. East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.
- 18.4 In the event Supplier informs East Ohio, or East Ohio otherwise becomes aware, that Supplier does not intend to perform its obligations under the Agreement, or in the event East Ohio determines that Supplier no longer has the Upstream Pipeline or Storage capacity, inventory or gas supply necessary to perform such obligations, East Ohio may deem such conditions to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ and may request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2);27-13(F)(2)~~. East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier.

**19. RECONCILIATION OF MONTHLY VOLUMES**

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

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~~Jeffrey A. Murphy~~ ~~James E. Eck~~, Vice President ~~and General Manager~~

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

**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 ~~EGTS 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

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~~Jeffrey A. Murphy~~ James E. Eck, Vice President and General Manager

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

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

- (c) the payment of all other charges, inclusive of storage and overrun costs, incurred by East Ohio on the date of the OFO shortfall; and
  - (d) associated excise tax.
  - (e) East Ohio shall credit all payments received for charges billed pursuant to this section to costs recovered through Transportation Migration Rider, Part B.
- 21.2 Supplier's failure to comply with an OFO may be deemed to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2);27-13(F)(2)~~. East Ohio may also, at its sole discretion and in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Supplier pursuant to Sections 4 and 5 of these General Terms and Conditions upon five (5) days' written notice to the Supplier unless already recalled under the provisions of Paragraph 21.1.
- 21.3 Suppliers in compliance with an OFO shall not be subject to any incremental charges or costs.



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

**SUPPLIER BILLING AND CREDITWORTHINESS**

**22. STATEMENT**

- 22.1 Each calendar month East Ohio shall render a statement of account to Supplier, summarizing and providing information necessary to calculate charges due East Ohio under the Agreement, including any purchases by East Ohio pursuant to Paragraphs 4.5, 5.2, 5.3 and 18.1 of these General Terms and Conditions.
- 22.2 Charges previously billed to Supplier by East Ohio, but unpaid by the payment date specified by East Ohio, will be assessed a late payment charge of one and one-half percent (1.5%) per month on the unpaid balance.
- 22.3 If Supplier fails to pay East Ohio for any services or charges rendered under the Agreement within thirty (30) days of the statement date, East Ohio may deduct this unpaid amount from any payments accruing to Supplier under the Agreement or use Supplier's assets associated with the Agreement including, but not limited to, any and all of the Collateral as defined in Paragraph 23.15.
- 22.4 If Supplier fails to pay East Ohio for any services or charges rendered under the Agreement within forty ~~five~~ (45) days of the statement date, East Ohio may deem such failure to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ and may request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2):27-13(F)(2)~~.

**23. CREDITWORTHINESS**

**CREDIT EVALUATION (Paragraphs 23.1 – 23.14)**

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

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

- 23.8 If any of the events or actions described in Paragraphs 23.5, 23.6, and 23.7 above shall be initiated or imposed during the terms of service under the Agreement, Supplier shall provide notification thereof to East Ohio within two (2) working days of any such initiated or imposed event or action.
- 23.9 If Supplier has an ongoing business relationship with East Ohio, no delinquent balances shall be consistently outstanding for billings made previously by East Ohio and Supplier shall have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- 23.10 In order to assure that the value of Supplier's financial security instruments remains proportional to Supplier's potential liability under the Agreement, the required dollar amounts of such instruments may be adjusted at the sole discretion of East Ohio, in circumstances including, but not limited to, a change in the level of unsecured credit, if any, determined by East Ohio or a change in amount of required collateral in accordance with paragraph 23.20. In the event East Ohio determines that additional security is required, East Ohio will notify the Supplier of its determination, including the grounds for that determination, and will inform the Supplier that it shall either provide financial security as required by East Ohio within five (5) business days or adjust its current and future participation to a level no greater than East Ohio's revised requirements. Supplier's failure to adjust accordingly may result in East Ohio limiting the enrollment of additional Customers in Supplier's pool and/or deeming such failure to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2);27-13(F)(2)~~.
- 23.11 Supplier shall inform East Ohio of any significant change in Supplier's current financial condition. The required dollar amounts of financial security instruments may also be adjusted at the sole discretion of East Ohio based upon Supplier's demonstrated ability or inability to pay promptly.
- 23.12 In order for East Ohio to remain fully informed on participating Suppliers, Supplier shall serve East Ohio with its Annual Report to the Commission coincident with timing of its filing with the PUCO, and any other information provided to the PUCO pursuant to OAC Chapter 4901:1-27.
- 23.13 In the event of a Supplier Default as defined in Section 26 of these General Terms and Conditions, East Ohio shall have the right to use the proceeds from Supplier's financial instrument(s) to satisfy Supplier's obligations under the Agreement and any outstanding claims that East Ohio may have against Supplier. Such proceeds may also be used to secure additional gas supplies, including payment of the costs

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

**STANDARDS OF CONDUCT**

**24. STANDARDS OF CONDUCT**

**SUPPLIER STANDARDS OF CONDUCT**

- 24.1 In addition to meeting the financial requirements outlined in Section 23 above, Supplier shall be certified by the PUCO in accordance with the PUCO's requirements for Certification of Governmental Aggregators and Retail Natural Gas Suppliers as set forth in OAC Chapter 4901:1-27. East Ohio shall make copies of OAC Chapter 4901:1-27 available upon request.
- 24.2 Supplier shall conduct its activities consistent with the PUCO's Minimum Service Standards for Competitive Retail Natural Gas Service as set forth in OAC Chapter 4901:1-29, which are incorporated herein by reference. East Ohio shall make copies of OAC Chapter 4901:1-29 available upon request. Supplier's failure to comply with such requirements may be grounds for suspension or rescission of its certification as set forth in OAC Rule 4901:1-27-13(E) and may be deemed to be a material default within the meaning of OAC Rule 4901:1-~~13-14(J)27-13(F)~~ for which East Ohio could request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2);27-13(F)(2)~~.
- 24.3 Supplier shall cooperate with East Ohio in connection with any Customer issues concerning competitive retail natural gas service that involve both East Ohio and Supplier or governmental aggregator.

**EAST OHIO STANDARDS OF CONDUCT**

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

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

**CUSTOMER ENROLLMENT PROCESS INFORMATION EXCHANGE**

**25. ELECTRONIC FILE TRANSFERS**

- 25.1 East Ohio will accept enrollments each business day. Enrollments will be processed the night they are received. A file accepting or rejecting Suppliers' enrollments will be available the next day. All file information will be provided to Suppliers as outlined in the East Ohio Enrollment/Billing File Specifications document. This document will be updated as needed to reflect technology and files changes.

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

- 26.11 Supplier's voluntary filing of a bankruptcy petition, or the filing of an involuntary bankruptcy petition by Supplier's creditors as set forth in Section 23 these General Terms and Conditions.
- 26.12 Supplier's failure to comply with the requirements of the Supplier's Code of Conduct as set forth in Section 24 of these General Terms and Conditions.
- 26.13 To the extent not specifically identified above, Supplier's failure to perform, to a material extent, any of the obligations imposed upon it under the Agreement.

**27. REMEDIES**

- 27.1 Supplier may remedy defaults as provided for in OAC Rule 4901:1-~~13-14(J)(1)~~<sup>27-13(F)(1)</sup>. Otherwise, the default(s) may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-~~13-14(J)(2)~~<sup>27-13(F)(2)</sup>.

## 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."

**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@~~D~~dominionenergy.~~C~~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 \_\_\_\_\_

## 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@~~D~~dominionenergy.~~C~~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 \_\_\_\_\_

## BILLING RULES FOR ENERGY CHOICE POOLING CUSTOMERS

### 1. GENERAL DESCRIPTION

- 1.1 Under East Ohio's Energy Choice Pooling Program, approved Suppliers have the choice of two billing options: 1) East Ohio bills the Energy Choice customers for the gas transportation service which these customers receive from East Ohio and the Supplier bills the same Energy Choice customers for the natural gas which Supplier provides these customers; and 2) East Ohio bills the Energy Choice customers for both the gas transportation service which the customers receive from East Ohio and for the natural gas which Supplier provides these same customers.
- 1.2 All customer bills and payments shall be handled in accordance with OAC Rule 4901:1-~~13-1129-12~~, except for 4901:1-~~13-11(G)(2)29-12(F)~~ for which a waiver was granted, and shall be subject to the following rules governing these billing procedures.

### 2. BILLING WHERE EAST OHIO PROVIDES ONE BILL FOR TRANSPORTATION AND SUPPLIER PROVIDES ONE BILL FOR GAS COMMODITY (OPTION 1)

- 2.1 East Ohio shall provide the Supplier on a daily basis with the customer's natural gas consumption via East Ohio's internet file posting system in accordance with the billing file transfer process set forth in paragraph 25 of the General Terms and Conditions of Energy Choice Pooling Service. Estimated readings and actual readings will be treated identically.
- 2.2 Supplier shall maintain its own tax exemption certificates.

### 3. BILLING WHERE EAST OHIO PROVIDES ONE BILL FOR TRANSPORTATION AND GAS COMMODITY (OPTION 2)

- 3.1 East Ohio shall maintain Supplier's basic rate structure, subject to the following conditions:
  - (1) Supplier shall provide a written copy of its rate structure to East Ohio. All rate information received by East Ohio shall be confidential.

**BILLING RULES FOR ENERGY CHOICE POOLING CUSTOMERS**

and Conditions of Energy Choice Pooling Service. Estimated readings and actual readings will be treated identically

3.5 Customers may select the budget billing plan for paying their gas bills.

**4. MISCELLANEOUS**

4.1 East Ohio and Supplier shall provide each other with the name and telephone number of a billing contact and information technology contact. East Ohio's contact may be reached at Gas\_Energy\_Choice@dominionenergy.com.

4.2 Supplier must maintain a twenty-four (24) hour answering service or a telephone answering machine that informs all callers that if they smell gas or there is any other emergency regarding gas service, the callers should call their gas utility immediately.

4.3 If the Supplier receives a telephone call from a customer that should be directed to East Ohio, Supplier shall direct the customer as follows:

For emergencies (such as gas odor, fire, or explosion), call 1-800-362-7557.

For billing questions (other than about commodity charges), call 1-800-362-7557.

4.4 Supplier shall handle all calls regarding commodity charges and associated rates.

## General Terms and Conditions of Transportation Service

### 4. Volume Banking Service

- 4.1 Under the Volume Banking Service, East Ohio will reconcile in subsequent Customer Billing Cycles, on a volumetric basis, any Positive Imbalance Volumes previously incurred.
- 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 ~~Eastern Gas, South-Dominion-South-Point~~ during the month as published in *Platt's Gas Daily* (~~S&P Global Platts/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 ~~Eastern Gas, South-Dominion-South-Point~~ during the month as published in *Platt's Gas Daily* (~~S&P Global Platts/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 ~~Eastern Gas Transmission and Storage, Inc. ("EGTS") Dominion Transmission, Inc. ("DTI")~~ to East Ohio's interconnections with ~~EGTSDTI~~, plus excise tax, adjusted for

## General Terms and Conditions of Transportation Service

shrinkage. Charges for Negative Imbalance Volumes attributable to the Customer's failure to comply with operational flow orders or operational matching orders will be based on the provisions of Section 13. If the Customer's Negative Imbalance Volumes exceed 25% of all daily volumes delivered to the Customer during the Customer's Billing Cycle over two or more consecutive months, East Ohio may at its sole discretion in accordance with reasonable and standard industry practice, terminate the contract for transportation service upon thirty (30) days written notice to the Customer and commence rendering 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.

## General Terms and Conditions of Transportation Service

### 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 ~~EGTS Dominion Transmission, Inc.~~ FTNN rate schedule pursuant to the following schedule:

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

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

(C) the payment of all other charges, inclusive of storage and overrun costs, incurred by East Ohio on the date of the OFO shortfall; and associated excise tax.

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

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

### 14. Obligations

14.1 The Customer shall be deemed to be in control and possession of the gas delivered to East Ohio for Customer's account, until it shall have been delivered to and accepted by East Ohio at the Transportation Receipt Point(s) or the Production Receipt Point(s), as applicable, after which East Ohio shall be deemed to be in control, but

# EXHIBIT C-3

The Company requests the Commission's approval to make the following revisions to its ECPS and Transportation Service tariffs:

- Revise its Energy Choice Pooling Service Agreement, Sheet No. ECPS 4, and General Terms and Conditions of Energy Choice Pooling Service, Sheet Nos. ECPS 15-17 and 35, to update the publisher of Inside F.E.R.C.'s Gas Market Report and Platts Gas Daily from "The McGraw-Hill Companies, Inc." to "S&P Global Platts".
- Revise its Energy Choice Pooling Service Agreement, Sheet No. ECPS 6, to remove reference to DEO's telephone number in the contact information section.
- Revise its Energy Choice Pooling Service Agreement, Sheet Nos. ECPS 4 and 5, and General Terms and Conditions of Energy Choice Pooling Service, Sheet Nos. ECPS 14, 15, 16, 17, 35, and 39, to reflect changes to revise references to Dominion Transmission, Inc. (DTI) or Dominion Energy Transmission, Inc. (DETI) to Eastern Gas Transmission and Storage, Inc. or EGTS; and to change associated references (from Dominion Transmission Inc. Appalachia to Eastern Gas, Appalachia; and from Dominion, South Point to Eastern Gas, South).
- Revise its Energy Choice Pooling Service Agreement, Sheet No. ECPS 5, to include the Customer Education Fee in the ECPS Service Agreement in accordance with the stipulation approved in Case No. 18-1419-GA-EXM.
- Revise its Energy Choice Pooling Service Definitions, Sheet Nos. ECPS 9-11, to add the new definition of "Eligible Customer List" to comply with the change in rule 4901:1-13-14(C) adopted in Case No. 19-1429-GA-ORD.
- Revise its Billing Agreement Option 1, Sheet Nos. ECPS 57 and 58, Billing Agreement Option 2, Sheet Nos. ECPS 59 and 60, and Billing Rules for Energy Choice Pooling Customers, Sheet No. ECPS 63, to change DEO's web address in the ECPS billing option agreements to Gas\_Energy\_Choice@dominionenergy.com (from Gas\_Energy\_Choice@Dom.Com).
- Revise its General Terms and Conditions of Energy Choice Pooling Service, Sheet Nos. ECPS 16, 18, 29, 36, 40, 41, 43, 47, and 52, to change references to 4901:1-27-13(F) in accordance with rules changes in Case No. 19-1429-GA-ORD where provisions in rule 4901:1-27-13(F) were moved to rule 4901:1-13-14(J), *See* Order ¶ 153, in order to consolidate all minimum gas service standards in the same chapter.
- Revise its Billing Rules for Energy Choice Pooling Customers, Sheet No. ECPS 61, to update citations from rule 4901:1-29-12 to rule 4901:1-13-11, in accordance with rules changes approved in Case No. 13-2225-GA-ORD where provisions in rule 4901:1-29-12 were moved to rule 4901:1-13-11. *See* Order ¶ 100; *see also* Case No. 14-2203-GA-WVR, Order ¶ 18.



### EXHIBIT C-3

- Revise its General Terms and Conditions of Energy Choice Pooling Service, Sheet No. ECPS 50, to include minor formatting and grammatical corrections.
- Revise its General Terms and Conditions of Transportation Service, Sheet Nos. F-GT&C 4 and 5, to update the publisher of Platts Gas Daily from “The McGraw-Hill Companies, Inc.” to “S&P Global Platts.”
- Revise its General Terms and Conditions of Transportation Service, Sheet Nos. 4, 5, and 11 to reflect changes to revise references to Dominion Transmission, Inc. (DTI) to Eastern Gas Transmission and Storage, Inc. or EGTS; and to change associated references (from Dominion, South Point to Eastern Gas, South).

These changes will in no way hinder the operation or efficiency of service provided to suppliers under the ECPS tariffs. Current, Proposed and Redlined versions of the affected tariff sheets are attached as Exhibit A, Exhibit B, and Exhibit B-1 to this Application.

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

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**Case No(s). 21-1048-GA-ATA**

Summary: Application Application for Approval of a Revision to its Tariff electronically filed by Christopher T. Kennedy on behalf of The East Ohio Gas Company d/b/a Dominion Energy Ohio