

INDEX
OF
GAS RATE SCHEDULES
OF
DOMINION EAST OHIO
FILED WITH
THE PUBLIC UTILITIES COMMISSION OF OHIO

Issued: December 22, 2008

Effective: December 22, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
List of Communities Served	Sheet Nos. 1 – 4
Rate Schedules	
General Sales Service – Residential	GSS-R 1 – 2
General Sales Service – Non-Residential	GSS-NR 1 – 2
Large Volume General Sales Service	F-LVGSS 1 – 2
Energy Choice Transportation Service - Residential	ECTS-R 1 – 3
Energy Choice Transportation Service – Non-Residential	ECTS-NR 1 – 3
Large Volume Energy Choice Transportation Service	F-LVECTS 1 - 3
General Transportation Service	F-GTS 1 – 3
Transportation Service for Schools	F-TSS 1 – 3
Daily Transportation Service	F-DTS 1 – 3
Firm Storage Service	F-FSS 1 – 4
Standby Service	SS 1 – 2
Riders and Charges	
Standard Service Offer	B-SSO 1
Percentage Income Payment Plan	F-PIP 1
Uncollectible Expense Rider	F-UER 1
Gross Receipts Tax and Excise Tax Riders	F-GRTR 1
Transportation Migration Rider – Part A	Sheet No. 1
Transportation Migration Rider – Part B	Sheet No. 2
Transportation Surcredit Rider	SCR 1
AMR Cost Recovery Charge	AMR 1
Pipeline Infrastructure Replacement Cost Recovery Charge	PIR 1
Demand Side Management Rider	DSM 1
Rules and Regulations	K1 – 9
General Terms and Conditions of Transportation Service	F-GT&C 1 - 15
General Terms and Conditions of Energy Choice Pooling Service	F-ECPS 1 - 66

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

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

Ashland County, OH

Lakeville
Loudonville

Ashtabula County, OH

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

Auglaize County, OH

Cridersville Village
Kossuth
St. Marys
Wapakoneta

Belmont County, OH

Powhatan Point
York Township

Carroll County, OH

Carrollton
Leesville

Columbiana County, OH

East Palestine
Hanoverton
Kensington

Cuyahoga County, OH

Beachwood
Bedford
Bedford Heights
Bentleyville Village
Bratenahl Village
Brecksville
Broadview Heights
Brook Park
Brooklyn
Brooklyn Heights
Chagrin Falls Township
Chagrin Falls Village
Cleveland
Cleveland Heights
Cuyahoga Heights
East Cleveland
Euclid

Cuyahoga County, OH
(Continued)

Fairview Park
Garfield Heights
Gates Mills
Glenwillow Village
Highland Heights
Highland Hills Village
Hunting Valley Village
Independence
Lakewood
Linndale Village
Lyndhurst
Maple Heights
Mayfield Heights
Mayfield Village
Moreland Hills Village
Newburgh Heights Village
North Olmsted
North Randall Village
Oakwood Village
Orange Village
Pepper Pike
Richmond Heights
Rocky River
Seven Hills
Shaker Heights
Solon
South Euclid
University Heights
Valley View Village
Walton Hills Village
Warrensville Heights
Woodmere Village

Fulton County, OH

Delta

Geauga County, OH

Auburn Township
Bainbridge

List of Communities Served By County

Geauga County, OH
(Continued)

Bainbridge Township
Burton Township
Burton Village
Chardon Township
Chardon Village
Chester Township
Chesterland
Claridon Township
Hamden Township
Huntsburg Township
Middlefield Township
Middlefield Village
Montville
Munson Township
Newbury Township
Novelty
Parkman Township
Russell Township
South Russell Village
Troy

Guernsey County, OH

Birmingham
Buffalo
Cambridge City
Jackson Township
Monroe Township
Valley Township
Westland Township

Hardin County, OH

Kenton

Holmes County, OH

Auburn Township
Clark Township

Holmes County, OH
(Continued)

Paint Township
Salt Creek Township
Walnut Creek Township
Washington Township
Wayne Township

Knox County, OH

Gann Village
Danville City

Lake County, OH

Concord Township
Eastlake
Fairport Harbor
Grand River
Kirtland
Kirtland Hills
Lakeline
Leroy
Leroy Township
Madison
Madison Township
Mentor
Mentor on the Lake
North Perry
Painesville
Painesville Township
Perry
Perry Township
Timberlake
Unionville
Waite Hill
Wickliffe
Willoughby
Willoughby Hills
Willowick

Mahoning County, OH

Austintown
Austintown Township
Beloit Village
Berlin Center
Boardman
Boardman Township
Campbell
Canfield Township
Coitsville Township
Craig Beach Village
Ellsworth Township
Jackson Township
Lake Milton
Lowellville Village
Milton Township
Mineral Ridge
New Middletown Village
New Springfield
North Benton
North Jackson
Poland Township
Poland Village
Springfield Township
Struthers
Weathersfield Township
Youngstown

Medina County, OH

Granger Township
Hinckley Township
Wadsworth City
Wadsworth Township

Mercer County, OH

Celina
Coldwater
Fort Recovery
Montezuma
Rockford
St. Henry

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

Antioch Village
Beallsville Village
Benton Township
Bethel Township
Center Township
Franklin Township
Grandview Township
Graysville Village
Green Township
Jackson Township
Jerusalem Village
Lewisville Village
Liberty Township
Malaga Township
Ohio Township
Perry Township
Summit Township
Sunsbury Township
Switzerland Township
Washington Township
Wayne Township
Wilson Village
Woodsfield Village

Paulding County, OH

Haviland
Scott

Portage County, OH

Atwater Township
Aurora
Aurora Township
Bainbridge Township
Braceville Township
Deerfield Township
Diamond Township
Garrettsville Village
Hiram
Hiram Township
Lake Township

Portage County, OH
(Continued)

Mantua
Newton Falls
Palmyra Township
Randolph Township
Ravenna
Reminderville
Rootstown
Twinsburg Township
Windham Township
Windham Village

Putnam County, OH

Columbus Grove
Glandorf
Leipsic
Ottawa
Pandora
West Leipsic

Shelby County, OH

Anna
Botkins

Stark County, OH

Alliance
Atwater Township
Baughman Township
Beach City
Bethlehem Township
Brewster
Canal Fulton
Canton
Canton Township
Clinton Village
East Canton
East Sparta Village
Franklin Township

Stark County, OH
(Continued)

Greentown
Hartville
Jackson Township
Lake Township
Lawrence Township
Lexington Township
Louisville
Marlboro Township
Massillon
Maximo
Middlebranch
Navarre
Nimishillen Township
North Canton
North Lawrence
Osnaburg Township
Paint Township
Perry Township
Pike Township
Plain Township
Rose Township
Sandy Township
Smith Township
Suffield Township
Sugarcreek Township
Tuscarawas Township
Uniontown
Washington Township

Summit County, OH

Akron
Barberton
Bath Township
Boston Heights Village
Boston Township
Brimfield Township
Chippewa Township
Clinton Village
Copley Township
Coventry Township
Cuyahoga Falls

List of Communities Served By County**Summit County, OH**
(Continued)

Fairlawn
New Franklin
Green Township
Hudson Township
Kent
Lakemore Village
Macedonia
Mogadore Village
Munroe Falls Village
Northfield Center Township
Northfield Village
Norton
Peninsula Village
Reminderville Village
Richfield Township
Richfield Village
Sagamore Hills Township
Sharon Township
Silver Lake Village
Springfield Township
Stow
Streetsboro
Suffield Township
Tallmadge
Twinsburg
Twinsburg Township

Trumbull County, OH

Bazetta Township
Bolindale
Bristol Township
Brookfield Township
Champion Heights
Champion Township
Churchill
Cortland
Farmdale
Farmington
Fowler Township
Girard
Howland Center

Trumbull County, OH
(Continued)

Howland Township
Hubbard
Hubbard Township
Leavittsburg
Liberty Township
Lordstown Township
Lordstown Village
McDonald
Mecca Township
Mesopotamia Township
Mineral Ridge
Newton Falls
Newton Township
Niles
North Jackson
Parkman
Southington
Turnpike Interchange
Vienna Center
Vienna Township
Warren
Warren Township
Weathersfield Township
Windham Township

Tuscarawas County, OH

Auburn Township
Baltic Village
Barnhill Village
Clark Township
Dennison Village
Dover
Dover Township
Franklin Township
Gnadenhutten Village
Goshen Township
Jefferson Township
Midvale Village
Mill Township
New Philadelphia
Orange Township

Tuscarawas County, OH
(Continued)

Parral Village
Perry Township
Port Washington Village
Rose Township
Rush Township
Salem Township
Sandyville
Sandy Township
Somerdale
Stone Creek Village
Strasburg
Sugarcreek Township
Sugarcreek Village
Tuscarawas Village
Uhrichsville
Union Township
Walnut Creek Township
Warren Township
Warwick Township
Washington Township
Wayne Township
York Township

Van Wert County, OH

Convoy
Middle Point
Ohio City
Van Wert
Willshire

Washington County, OH

Barlow Township
Belpre
Belpre Township
Dunham Township
Fairfield Township
Fearing Township
Grandview Township
Independence Township

List of Communities Served By County

Washington County, OH
(Continued)

Jackson Township
Lawrence Township
Liberty Township
Ludlow Township
Marietta
Marietta Township
Muskingum Township
New Matamoras
Newport Township
Salem Township
Warren Township
Waterford Township

Wayne County, OH

Applecreek
Baughman Township
Canaan Township
Creston
Dalton
Doylestown
East Union Township
Franklin Township
Kidron
Marshallville
Milton Township
Mount Eaton
Orrville
Paint Township
Plain Township
Rittman
Salt Creek Township
Shreve
Smithville Village
Sugar Creek Township
Wayne Township
Wooster
Wooster Township

General Sales Service - Residential (GSS-R)

1. Applicability

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

- 1) Customers participating in the Percentage Income Payment Plan and
- 2) Customers who are not eligible to receive service under the Energy Choice Transportation Service - Residential ("ECTS-R") rate schedule.

Customers who are eligible to receive service under the ECTS-R rate schedule are able to initially receive service under this rate schedule for up to two consecutive billing periods after which they must receive service under the ECTS-R or Large Volume Energy Choice Transportation Service ("LVECTS") rate schedule. Such customers may receive commodity service under the Standard Choice Offer Commodity Service ("SCO") or Monthly Variable Rate Commodity Service ("MVR") rate schedule in conjunction with the ECTS-R tariff, or under the MVR rate schedule in conjunction with the Energy Choice Transportation Service - Nonresidential ("ECTS-NR") or LVECTS tariff.

2. Character of Service

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

3. Rates and Charges

- 3.1 The volumetric charges for each Customer at each delivery point served under this rate schedule shall include a charge for the cost of gas based on the Standard Service Offer rate as set forth on tariff sheet B-SSO 1 plus a charge equal to the Transportation Surcredit Rider, in addition to the riders, as specified in 3.3, applicable to service rendered under this rate schedule.
- 3.2 Each Customer shall be assessed a service charge of \$17.58 per delivery point for each billing period or any portion thereof.
- 3.3 Customers receiving service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Interim Emergency and Temporary PIP Plan Rider, Uncollectible Expense Rider,

Transportation Migration Rider-Part B, Demand Side Management Rider, AMR Cost Recovery Charge, PIR Cost Recovery Charge and Transportation Surcredit Rider, as applicable.

4. Resumption of Service After Interruption

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

5. Prohibition on Resale of Gas

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

6. Regulations

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

General Sales Service - Nonresidential (GSS-NR)

1. Applicability

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

- 1) Nonresidential Customers who are not eligible to receive service under the Energy Choice Transportation Service - Nonresidential ("ECTS-NR") rate schedule.

Customers who are eligible to receive service under the ECTS-NR rate schedule are able to initially receive service under this rate schedule for up to two consecutive billing periods after which they must receive service under the ECTS-NR or Large Volume Energy Choice Transportation Service ("LVECTS") rate schedule. Such customers may receive commodity service under the Monthly Variable Rate Commodity Service ("MVR") rate schedule in conjunction with the ECTS-NR or LVECTS tariff.

2. Character of Service

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

3. Rates and Charges

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

- 1) For the first 50 Mcf each month, \$0.378 per Mcf,
For all over 50 Mcf each month, \$1.198 per Mcf.
- 2) A charge for the cost of gas based on the standard service offer rate as set forth on tariff sheet B-SSO 1 plus a charge equal to the Transportation Surcredit Rider.

3.2 Each Customer shall be assessed a service charge of \$20.00 per delivery point for each billing period or any portion thereof.

3.3 Customers receiving service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Interim Emergency and Temporary PIP Plan Rider, Uncollectible Expense Rider,

Transportation Migration Rider-Part B, Demand Side Management Rider, AMR Cost Recovery Charge, PIR Cost Recovery Charge and Transportation Surcredit Rider as applicable.

4. Resumption of Service After Interruption

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

5. Prohibition on Resale of Gas

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

6. Regulations

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

Large Volume General Sales Service (LVGSS)

1. Applicability

Service under this rate schedule is available to Customers throughout East Ohio's service area who purchase and receive all of their natural gas requirements directly from East Ohio pursuant to this rate schedule, are not eligible to receive service under the Large Volume Energy Choice Transportation Service ("LVECTS") rate schedule and have entered into a written contract with East Ohio for service under this rate schedule for a minimum of twelve months. East Ohio may waive the requirement that the customer enter into a written contract to receive service under this rate schedule.

Customers who are eligible to receive service under the LVECTS rate schedule are able to initially receive service under this rate schedule for up to two consecutive billing periods after which they must receive service under the LVECTS rate schedule. Such customers may receive commodity service under the Monthly Variable Rate Commodity Service ("MVR") rate schedule in conjunction with the LVECTS tariff.

2. Character of Service

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

3. Rates and Charges

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

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

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

3.2 In addition to the volumetric charge, each Customer shall be assessed a service charge of \$60.00 per delivery point for each billing period or any portion.

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

4. Termination of Contract

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

5. Resumption of Service after Interruption

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

6. Prohibition on Resale of Gas

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

7. Regulations

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

Energy Choice Transportation Service - Residential (ECTS-R)

1. Applicability

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

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

2. Character of Service

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

3. Measurement of Deliveries

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

4. Rates and Charges

- 4.1 The volumetric charge for each Customer at each Delivery Point served under this rate schedule shall be the charge for commodity service as agreed between the Customer and its natural gas supplier or as determined under an applicable governmental aggregation program. Customers under this rate schedule may receive commodity service at the Standard Choice Offer Commodity Service ("SCO") or Monthly Variable

Rate Commodity Service (“MVR”) rate in accordance with the applicability of those rate schedules.

- 4.2 Each Customer shall be assessed a service charge of \$17.58 per Delivery Point for each billing period or any portion thereof.
- 4.3 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio’s Gross Receipts Tax Rider, Excise Tax Rider, Interim Emergency and Temporary PIP Plan Rider, Uncollectible Expense Rider, Transportation Migration Rider-Part B, Demand Side Management Rider, AMR Cost Recovery Charge, PIR Cost Recovery Charge and Transportation Surcredit Rider as applicable.

5. Billing

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

6. Resumption of Service after Interruption

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

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

7. Disconnection For Non-payment

Where East Ohio is rendering a combined bill for both distribution and commodity service, non-payment of the bill, including the Supplier gas commodity portion, shall subject Customer to disconnection of service in accordance with rule 9 of Section K – Rules and Regulations of the Company’s tariffs.

8. Regulations

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

9. Definitions

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

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

Delivery Point – the billing determinant for the application of Customer charges represented by the meter location at which gas is redelivered to the Customer.

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

OAC – Ohio Administrative Code.

PUCO – the Public Utilities Commission of Ohio.

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

Energy Choice Transportation Service – Nonresidential (ECTS-NR)

1. Applicability

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

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

2. Character of Service

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

3. Measurement of Deliveries

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

4. Rates and Charges

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

- 1) For the first 50 Mcf each month, \$0.378 per Mcf,
For all over 50 Mcf each month, \$1.198 per Mcf.

- 2) The charge for commodity service as agreed between the Customer and its natural gas supplier or as determined under an applicable governmental aggregation program. Customers under this rate schedule may receive commodity service at the Monthly Variable Rate Commodity Service (“MVR”) rate in accordance with the applicability of that rate schedule.
- 4.2 Each Customer shall be assessed a service charge of \$20.00 per Delivery Point for each billing period or any portion thereof.
- 4.3 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio’s Gross Receipts Tax Rider, Excise Tax Rider, Interim Emergency and Temporary PIP Plan Rider, Uncollectible Expense Rider, Transportation Migration Rider-Part B, Demand Side Management Rider, AMR Cost Recovery Charge, PIR Cost Recovery Charge and Transportation Surcredit Rider as applicable.

5. Billing

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

6. Resumption of Service after Interruption

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

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

7. Disconnection For Non-payment

Where East Ohio is rendering a combined bill for both distribution and commodity service, non-payment of the bill, including the Supplier gas commodity portion, shall subject Customer to disconnection of service in accordance with rule 9 of Section K – Rules and Regulations of the Company’s tariffs.

8. Regulations

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

9. Definitions

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

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

Delivery Point – the billing determinant for the application of Customer charges represented by the meter location at which gas is redelivered to the Customer.

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

OAC – Ohio Administrative Code.

PUCO – the Public Utilities Commission of Ohio.

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

Large Volume Energy Choice Transportation Service (LVECTS)

1. Applicability

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

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

2. Character of Service

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

3. Measurement of Deliveries

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

4. Rates and Charges

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

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

- 2) The charge for commodity service as agreed between the Customer and its natural gas supplier or as determined under an applicable governmental aggregation program. Customers under this rate schedule may receive commodity service at the Monthly Variable Rate Commodity Service (“MVR”) rate in accordance with the applicability of that rate schedule.

4.2 In addition to the volumetric charge, each Customer shall be assessed a service charge of \$60.00 per Delivery Point for each billing period or any portion thereof.

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

5. Billing

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

6. Resumption of Service after Interruption

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

payment for all gas received by the Customer under this or any other rate schedule, a reconnection payment of \$60.

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

7. **Disconnection For Nonpayment**

Where East Ohio is rendering a combined bill for both distribution and commodity service, nonpayment of the bill, including the Supplier gas commodity portion, shall subject Customer to disconnection of service in accordance with rule 9 of Section K – Rules and Regulations of the Company's tariffs.

8. **Regulations**

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

9. **Definitions**

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

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

Delivery Point – the billing determinant for the application of Customer charges represented by the meter location at which gas is redelivered to the Customer.

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

OAC – Ohio Administrative Code.

PUCO – the Public Utilities Commission of Ohio.

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

General Transportation Service (GTS)

1. Applicability

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

2. Character of Service

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

3. Measurement of Deliveries

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

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

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

4. Tolerances

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

5. Volume Banking Service

5.1 Customers purchasing transportation service pursuant to this rate schedule are required to subscribe to Volume Banking Service. The minimum Monthly Tolerance Level for such Customers is two percent (2%) of monthly consumption volumes.

5.2 Customers will be billed the applicable rate per Mcf on all Delivery Volumes according to the level of Volume Banking set forth in their service agreements.

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

6. Rates and Charges

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

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

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

- 6.2 In addition to the volumetric charge, each Customer shall be assessed a service charge of \$120.00 per Delivery Point for each billing period or any portion thereof.
- 6.3 Any Customer that, after having received transportation service under this rate schedule as of its effective date, receives a greater portion of its natural gas requirements through a source other than East Ohio may be required to receive service under the Daily Transportation Service rate schedule or pay a charge based on the Standby Service rate schedule in recognition of the additional balancing services provided by East Ohio.
- 6.4 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Transportation Migration Rider-Part A, AMR Cost Recovery Charge and PIR Cost Recovery Charge. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer of East Ohio as of November 8, 1994 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider. Any Customer initiating transportation service under this rate schedule who was exclusively a sales or Energy Choice customer in the West Ohio division as of October 16, 2008 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider.

Transportation Service for Schools (TSS)

1. Applicability

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

2. Character of Service

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

3. Measurement of Deliveries

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

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

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

4. Balancing Tolerances

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

5. Volume Banking Service

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

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

6. Rates and Charges

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

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

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

- 6.2 In addition to the volumetric charge, each Customer shall be assessed a service charge of \$40.00 per Delivery Point for each billing period or any portion thereof.
- 6.3 Any Customer that, after having received transportation service under this rate schedule as of its effective date, receives a greater portion of its natural gas requirements through a source other than East Ohio may be required to receive service under the Daily Transportation Service rate schedule or pay a charge based on the Standby Service rate schedule in recognition of the additional balancing services provided by East Ohio.
- 6.4 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Transportation Migration Rider-Part A, AMR Cost Recovery Charge and PIR Cost Recovery Charge. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer of East Ohio as of November 8, 1994 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider. Any Customer initiating transportation service under this rate schedule who was exclusively a sales or Energy Choice customer in the West Ohio division as of October 16, 2008 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider.

Daily Transportation Service (DTS)

1. Applicability

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

2. Character of Service

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

3. Measurement of Deliveries

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

3.3 The Customer shall pay all charges for continuous electric and telephone service necessary for the operation of the EGM equipment.

3.4 Failure by the Customer to arrange for the installation of EGM equipment or the electric and telephone service required may result in East Ohio billing usage charges based on the General Transportation Service rate schedule.

4. Balancing Tolerances

4.1 The Customer’s Daily Available Volume on any Day shall equal the Delivery Volume on that Day, plus or minus 5%. Daily imbalances in excess of the 5% tolerance shall be subject to an imbalance fee of \$0.20 per Mcf per Day.

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

5. Optional Volume Banking Service

5.1 Customers purchasing transportation service pursuant to this rate schedule may elect to subscribe to Volume Banking Service. A Customer electing such service shall enter into a written service agreement for Volume Banking Service. The minimum Monthly Tolerance Level for such Customer is two percent (2%) of monthly consumption volumes.

5.2 Customers that subscribe to Volume Banking Service will be billed the applicable rate per Mcf on all Delivery Volumes according to the level of Volume Banking set forth in their service agreements.

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

6. Rates and Charges

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

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

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

6.2 In addition to the volumetric charge, each Customer shall be assessed a service charge of \$377.00 per Delivery Point for each billing period or any portion thereof.

6.3 Customers receiving transportation service under this rate schedule shall be responsible for charges pursuant to East Ohio's Gross Receipts Tax Rider, Excise Tax Rider, Transportation Migration Rider-Part A and PIR Cost Recovery Charge. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer of East Ohio as of November 8, 1994, shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider. Any Customer initiating transportation service under this rate schedule who was exclusively a sales or Energy Choice customer in the West Ohio division as of October 16, 2008 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider and Uncollectible Expense Rider.

Firm Storage Service (FSS)

1. Applicability

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

2. Character of Service

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

3. Nominations

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

4. Curtailment

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

5. Types of Firm Storage Services

The Customer may chose from the following storage services:

5.1 Seasonal Service

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

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

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

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

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

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

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

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

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

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

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

5.2 In/Out Service

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

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

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

6. Regulation

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

Standby Service Rate Schedule

1. Applicability

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

2. Character of Service

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

a. DTS Customers

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

b. GTS and TSS Customers

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



3. Rates and Charges

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

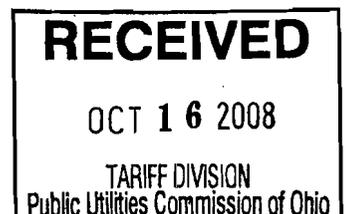
The commodity rate charged for gas supplied hereunder shall be the current cost of gas based on the standard service offer rate as set forth on tariff sheet B-SSO 1.

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

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

4. Regulations

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



Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AJR

Bruce C. Klink, President

Monthly Variable Rate Commodity Service

1. Description

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

2. Price

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

3. Applicability

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

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

4. Other Terms and Conditions

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

Standard Choice Offer Commodity Service

1. Description

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

2. Price

The price for SCO commodity service equals the New York Mercantile Exchange (“NYMEX”) settlement price for the prompt month natural gas contract on the final day of trading for each month plus a Retail Price Adjustment credit of (\$0.05) per Mcf as approved by the February 03, 2016 Entry issued by the PUCO in Case Nos. 07-1224-GA-EXM, 11-6076-GA-EXM, and 12-1842-GA-EXM. The amount billed for SCO commodity service will also include the applicable Ohio sales and use tax for those Customers not exempted from the payment of that tax.

3. Applicability

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

- a) Customers assigned to a CRNG supplier in accordance with the February 02, 2016 auction conducted to establish SCO pricing and to determine suppliers for those Choice-eligible Customers receiving Standard Service Offer (“SSO”) or SCO commodity service as of the March 2016 billing period.
- b) New Customers assigned to a CRNG supplier after having received SSO service for up to two consecutive billing periods. New Customers include Customers (i) establishing service with East Ohio for the first time, (ii) relocating within East Ohio’s service territory and whose Energy Choice or government aggregation agreement is not portable, and (iii) restoring service more than ten days after being disconnected for non-payment.
- c) Customers assigned to a CRNG supplier after having received SSO service for up to two consecutive billing periods following termination of their opt-out governmental aggregation program.

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

4. Other Terms and Conditions

- 4.1 SCO commodity service will be billed by East Ohio in conjunction with charges for service under the ECTS-R rate schedule.
- 4.2 Customers may cease receiving SCO commodity service at any time at no additional charge from East Ohio or the SCO supplier by enrolling with a CRNG supplier in accordance with standard Energy Choice enrollment provisions or participating in an opt-out governmental aggregation program.
- 4.3 Customers assigned to SCO commodity service may not select their SCO supplier. SCO commodity service shall be provided by the Customer's assigned CRNG supplier through the March 2017 billing period unless the Customer enrolls with a CRNG supplier, participates in an opt-out governmental aggregation program, or becomes ineligible to receive SCO commodity service prior to the March 2017 billing period.
- 4.4 In the event of a supplier default that would cause the aggregate annualized volume assigned to SCO suppliers to be more than 50% above the level assigned in the February 02, 2016 auction, East Ohio shall solicit volunteers from non-defaulting SCO suppliers to serve the defaulted load through the March 2017 billing period at the price established in that auction. If non-defaulting SCO suppliers agree to serve the defaulted load under those terms, East Ohio shall assign the Customers previously served by the defaulting supplier that have not already selected another CRNG supplier or enrolled in a governmental aggregation program to non-defaulting SCO suppliers in proportion to the SCO load each serves at the time of the assignment. If a proportionate assignment does not accommodate assignment of the entire load, East Ohio may utilize another basis provided assignments are made in a non-discriminatory manner approved by PUCO Staff. In the event non-defaulting SCO suppliers do not voluntarily agree to serve the entire defaulted load under the terms described in this section, East Ohio shall conduct a supplemental auction under the supervision of PUCO Staff for the volume that had been served by the defaulting supplier. East Ohio shall assign Customers as ordered by the PUCO in its decision regarding the results of the supplemental auction.

Standard Choice Offer Gas Rate

A standard choice offer gas cost rate of \$3.880 per Mcf shall be applied effective with bills rendered for billing cycles commencing on or after January 13, 2017 to all volumes purchased and received under the following East Ohio rate schedule:

Standard Choice Offer Commodity Service (SCO)

Standard Service Offer Gas Cost Rate

A standard service offer gas cost rate of \$3.880 per Mcf shall be applied effective with bills rendered for billing cycles commencing on or after January 13, 2017, to all volumes purchased and received under the following East Ohio rate schedules:

- General Sales Service – Residential Rate Schedule (GSS-R)
- General Sales Service – Nonresidential Rate Schedule (GSS-NR)
- Large Volume General Sales Service Rate Schedule (LVGSS)

**INTERIM EMERGENCY AND TEMPORARY
PERCENTAGE OF INCOME PAYMENT RIDER**

An additional charge of **\$0.0233** per thousand cubic feet shall be applied to all volumes sold each month pursuant to the Company's Rate Schedules incorporating this Rider by reference.

Issued: July 13, 2016

Effective: With bills rendered on or after July 14, 2016

Filed under authority of The Public Utilities Commission of Ohio in Case No. 16-419-GA-PIP
Jeffrey A. Murphy, Vice President and General Manager

Uncollectible Expense Rider

Applicability

Applicable to all Customers responsible for payment of East Ohio's Interim Emergency and Temporary PIP Plan Rider.

An additional charge of \$0.0661 per Mcf shall be applied to all volumes for service rendered under the applicable rate schedules to recover the cost associated with uncollectible accounts arising from those Customers responsible for paying the Uncollectible Expense Rider. East Ohio shall file an application with the Public Utilities Commission of Ohio requesting approval to change the rate if the Company determines that an adjustment of more than plus or minus ten percent is needed to adjust for prior period over- or under-collections.

Gross Receipts Tax Rider

Applicability

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

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

Excise Tax Rider

Applicability

Applicable to all sales and transportation service rate schedules.

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

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

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

Transportation Migration Rider - Part A

An additional charge of \$0.099 per Mcf shall be applied to all volumes transported under the Daily Transportation Service, General Transportation Service, and Transportation Service for School's rate schedules.

Issued: November 9, 1998

Effective: November 9, 1998

Filed under authority of The Public Utilities Commission of Ohio
in Case No. 97-219-GA-GCR, Order dated November 5, 1998
Bruce C. Klink, Vice President, Sales, Rates and Public Affairs

Transportation Migration Rider – Part B

An additional charge of \$0.1148 per Mcf based on the cost of operational balancing and other reconciliation adjustments shall be applied to all volumes delivered under the following rate schedules:

- a) Energy Choice Transportation Service – Residential
- b) Energy Choice Transportation Service – Nonresidential
- c) Large Volume Energy Choice Transportation Service
- d) General Sales Service – Residential
- e) General Sales Service – Nonresidential
- f) Large Volume General Sales Service

Issued: November 1, 2016

Effective: With bills rendered on or after November 10, 2016

Transportation Migration Rider – Part B

An additional charge of \$0.0815 per Mcf based on the cost of operational balancing and other reconciliation adjustments shall be applied to all volumes delivered under the following rate schedules:

- a) Energy Choice Transportation Service – Residential
- b) Energy Choice Transportation Service – Nonresidential
- c) Large Volume Energy Choice Transportation Service
- d) General Sales Service – Residential
- e) General Sales Service – Nonresidential
- f) Large Volume General Sales Service

Issued: August 2, 2016

Effective: With bills rendered on or after August 12, 2016

Transportation Surcredit Rider

1. Applicability

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

- a) Energy Choice Transportation Service – Residential
- b) Energy Choice Transportation Service – Nonresidential
- c) Large Volume Energy Choice Transportation Service

2. Rates

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

3. Applicability to Standard Service Offer Rate Schedules

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

- a) General Sales Service – Residential
- b) General Sales Service – Nonresidential
- c) Large Volume General Sales Service

AMR Cost Recovery Charge

A monthly charge of \$0.46 shall be added to the otherwise applicable monthly service charge for all customers receiving service under the following rate schedules to recover the depreciation, incremental property taxes and post in-service carrying charges associated with the installation of automated meter reading (AMR) equipment throughout East Ohio's system:

- a) General Sales Service – Residential
- b) General Sales Service – Nonresidential
- c) Large Volume General Sales Service
- d) Energy Choice Transportation Service – Residential
- e) Energy Choice Transportation Service – Nonresidential
- f) Large Volume Energy Choice Transportation Service
- g) General Transportation Service
- h) Transportation Service for Schools

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

APPLICABILITY

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

PIR COST RECOVERY CHARGE

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

- General Sales Service – Residential (“GSS-R”)
- General Sales Service – Nonresidential (“GSS-NR”)
- Energy Choice Transportation Service – Residential (“ECTS-R”)
- Energy Choice Transportation Service – Nonresidential (“ECTS-NR”)
- Large Volume General Sales Service (“LVGSS”)
- Large Volumes Energy Choice Transportation Service (“LVECTS”)
- General Transportation Service (“GTS”)
- Transportation Service for Schools (“TSS”)

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

The PIR Cost Recovery Charge shall be updated annually to reflect pipeline infrastructure replacement expenditures during the most recent calendar year. East Ohio shall submit a pre-filing notice by November 30 each year, and an updated filing with actual data by February 28, with the revised PIR Cost Recovery Charge becoming effective as of the first billing cycle in May.

The charges for the respective gas service schedules are:

Rate Schedules GSS-R and GSS-NR	\$8.12/month
Rate Schedules ECTS-R and ECTS-NR	\$8.12/month
Rate Schedules LVGSS and LVECTS	\$53.47/month
Rate Schedules GTS and TSS	\$253.22/month
Rate Schedule DTS	\$0.0564/Mcf

Demand Side Management Rider

An additional charge of \$0.0332 per Mcf to recover the cost of demand side management programs shall be applied to all volumes delivered under the following rate schedules:

- a) General Sales Service – Residential
- b) General Sales Service – Nonresidential
- c) Energy Choice Transportation Service – Residential
- d) Energy Choice Transportation Service – Nonresidential

Rules and Regulations

SECTION I – SERVICE

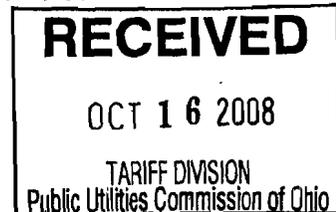
1. **Minimum Service Standards.** East Ohio shall comply with the minimum gas service standards for natural gas companies as set forth in Chapter 4901:1-13 of the Ohio Administrative Code, a copy of which may be viewed on the Public Utilities Commission of Ohio's Web site at www.puco.ohio.gov, or obtained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

Residential security deposits shall be governed by the "Establishment of Credit for Residential Service" adopted by The Public Utilities Commission of Ohio and contained in Chapter 4901:1-17 of the Ohio Administrative Code. For small commercial customers, security deposits shall be governed by Rule 4901:1-13-08, "Standards specific to the provision of small commercial gas service" of the Ohio Administrative Code.

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

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

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



Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President

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

Disconnection of service to residential consumers or customers pursuant to Rule 9, subparagraph (a) of these Rules and Regulations shall include, but not be limited to, circumstances where despite its reasonable efforts to do so, East Ohio has been unable to obtain an actual meter reading at least once within any twelve-month period. "Actual meter reading" shall be as defined in Rule 18 of these Rules and Regulations. The reconnection of service after disconnection pursuant to Rule 9, subparagraph (a) of the Rules and Regulations shall be subject to prior payment of a fee of \$33.00 for the disconnection and reconnection costs. Payment of the designated deposit shall also be required in conjunction with a reconnection when service has been disconnected for the nonpayment of bills, where there has been a fraudulent misrepresentation or practice, whenever there is evidence of tampering or theft, or when a person not authorized by East Ohio has reconnected service. Security deposits will be billed in three installments to be paid concurrently with the respective monthly bills.

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

SECTION II – METERING & BILLING

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

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

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



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

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

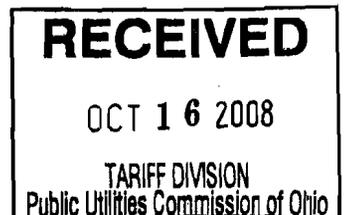
21. Delinquent Balance Transfer.

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

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

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

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



Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President

SECTION III- SERVICE LINES & MAINLINE EXTENSIONS

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

Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President

RECEIVED

OCT 16 2008

TARIFF DIVISION
Public Utilities Commission of Ohio

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

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

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

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

SECTION IV – MISCELLANEOUS

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



Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President

General Terms and Conditions of Transportation Service

Definitions

Core Demand -- the total supply needs of East Ohio's Percentage Income Payment Plan and Standard Service Offer Customers.

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

Customer's Billing Cycle -- for Delivery Points equipped with electronic gas measurement equipment, the calendar month used for billing purposes; for Delivery Points not equipped with electronic gas measurement equipment, the period that occurs between actual or estimated meter readings used by East Ohio for billing purposes.

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

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

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

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

EBB -- East Ohio's Electronic Bulletin Board.

FERC -- the Federal Energy Regulatory Commission.

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

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

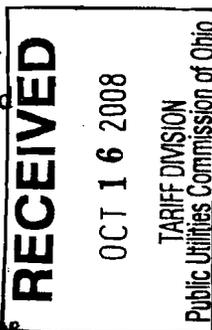
MMBtu -- one million (1,000,000) British thermal units.

Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President



General Terms and Conditions of Transportation Service

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

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

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

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

Production Volume -- the volume of gas delivered by the Customer into East Ohio's system on any Day at the Production Receipt Points.

PSIA -- pounds per square inch, absolute.

PUCO -- The Public Utilities Commission of Ohio.

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

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

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

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

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

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

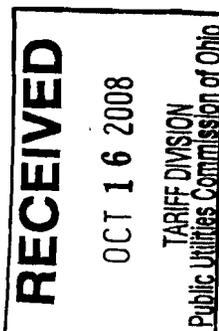
Winter Period -- the five month period beginning November 1 and continuing through March 31.

Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President



General Terms and Conditions of Transportation Service

1. Sources of Supply

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

2. Authorized Daily Volume

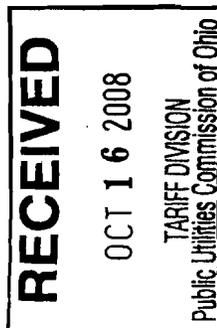
- 2.1 Customer's Authorized Daily Volume on any Day consists of the sum of Customer's Daily Available Volume plus any additional volumes that East Ohio authorizes Customer to use on that Day. Delivery of Customer's Authorized Daily Volume is firm, except as provided in this Section 2.1. Such deliveries,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

3. Electronic Bulletin Board

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

4. Volume Banking Service

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



General Terms and Conditions of Transportation Service

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

5. Positive Imbalance Volumes

5.1 Unless Customer and East Ohio otherwise agree, East Ohio will purchase Customer's Positive Imbalance Volumes, in excess of Customer's Monthly Tolerance Level, at a rate determined by adding the current month's Positive Imbalance Volume reference gas cost, the minimum of the daily midpoints of common price spreads for gas entering Dominion South Point during the month as published in *Platt's Gas Daily* (The McGraw-Hill Companies, Inc.), or an appropriate successor index should it cease to be published, times eighty percent (80%), plus the variable transportation charges paid to bring the gas to East Ohio's system, adjusted for shrinkage.

5.2 Positive Imbalance Volumes within Customer's Monthly Tolerance Level shall be available for delivery to the Customer during non-OFO periods in the Customer Billing Cycle following the determination of the Positive Imbalance Volume (the "Adjustment Month"), by increasing the Customer's Daily Available Volume on each Day in the Adjustment Month by an amount equal to the Positive Imbalance Volume divided by the number of days in the Adjustment Month.

6. Negative Imbalance Volumes

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

RECEIVED
 OCT 16 2008
 TARIFF DIVISION
 Public Utilities Commission of Ohio

General Terms and Conditions of Transportation Service

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

7. Transportation Receipt Points

- 7.1 All Transportation Volumes will be measured at Transportation Receipt Points in accordance with the terms of East Ohio's agreement with the Upstream Pipeline and shall be conclusive for purposes of these tariffs.
- 7.2 When Transportation Volumes are received by East Ohio on an MMBtu basis, East Ohio will make a heat content adjustment in order to convert Customer's Transportation Volumes to an Mcf basis. For each calendar year, East Ohio will calculate the weighted average heat content of all gas delivered to East Ohio by Upstream Pipelines during this period. This Heat Content Adjustment Factor, expressed as MMBtu per Mcf, will be used to adjust all Transportation Volumes received during the following twelve (12) month period commencing on April 1, unless East Ohio and Customer agree in writing to an alternative Heat Content Adjustment Factor. If such a review indicates that area or point-specific Heat Content Adjustment Factors are required, East Ohio may implement them after review by the PUCO staff.
- 7.3 Transportation Volumes received by East Ohio at Transportation Receipt Points shall conform to Upstream Pipeline's gas quality standards, unless such standards have not been filed with, and approved by, either the FERC or the PUCO, in which case Transportation Volumes must conform to the gas quality standards of East Ohio in effect at the time.
- 7.4 East Ohio shall use its best efforts to receive Transportation Volumes for Customer's account, unless Customer has made an election pursuant to Section 9 of these General Terms and Conditions.

8. Nomination of Transportation Volumes

- 8.1 All Transportation Volumes received for Customer's account at Transportation Receipt Points shall be nominated to East Ohio in advance according to the procedures outlined in this Section and in East Ohio's EBB.
- 8.2 Nominations must conform, in content and format, with East Ohio's specifications for Transportation Volume nominations, which shall include, at a minimum: Customer's East Ohio contract number; Upstream Pipeline; Upstream Pipeline contract number; and requested daily Transportation Volume.
- 8.3 East Ohio will either confirm, in total or in part, or reject Customer's Transportation Volume nomination based upon East Ohio's operating conditions, the limits and requirements of East Ohio's system and facilities, previously confirmed nominations and timely confirmation by Upstream Pipelines. Confirmed Transportation Volumes



General Terms and Conditions of Transportation Service

will be posted on East Ohio's EBB. In order to support system operations, maintain system integrity, and minimize Positive or Negative Imbalance Volumes, East Ohio may request Customer to nominate and deliver Transportation Volumes to designated Transportation Receipt Points. Such requests shall be posted in advance on East Ohio's EBB. If, in East Ohio's sole discretion, voluntary compliance by Customers and Suppliers fails to correct operational deficiencies, East Ohio may exercise its authority under Paragraph 13.1 to issue Supplier-specific and/or system-wide OFOs.

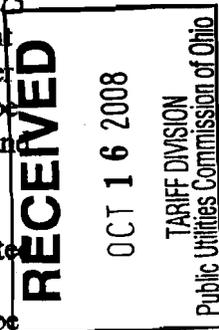
- 8.4 Confirmed nominations will become effective on the date specified in the Customer's nomination and will remain in force until the last day of the current calendar month, subject to continued receipt by East Ohio from Upstream Pipeline of the confirmed volume, unless superseded by a subsequent Transportation Volume nomination.
- 8.5 Nominations made in accordance with this Section do not relieve Customer of the obligation to submit corresponding nominations for service with an Upstream Pipeline.

9. Firm Receipt Point Option

- 9.1 The Customer may elect to designate specific Transportation Receipt Points as firm receipt points. Each such firm receipt point, and the corresponding maximum daily transportation quantity for each such firm receipt point, shall be specified in the contract.
- 9.2 Access to any receipt points on East Ohio's system, as to which an election pursuant to Section 9.1 above has not been made, shall be on a best efforts basis.
- 9.3 A Customer making an election pursuant to Section 9.1, above, shall be assessed a firm receipt point surcharge; the actual amount of the surcharge shall be determined through competitive bidding with minimum bid amounts to be determined by East Ohio.

10. Production Receipt Points

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



Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

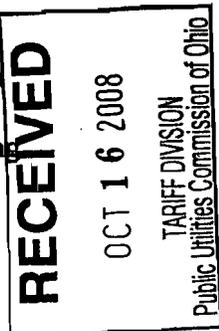
Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President

General Terms and Conditions of Transportation Service

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

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



General Terms and Conditions of Transportation Service

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

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

Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President

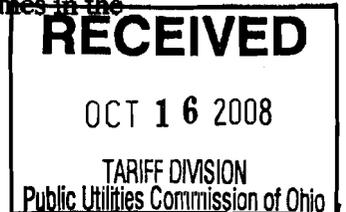


General Terms and Conditions of Transportation Service

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

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

11. Nomination of Production Volumes



Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. KJink, President

General Terms and Conditions of Transportation Service

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

12. Reconciliation of Production Volumes

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

13. Operational Flow Orders

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

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

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

Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President



General Terms and Conditions of Transportation Service

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

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

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

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

14. Obligations

- 14.1 The Customer shall be deemed to be in control and possession of the gas delivered to East Ohio for Customer's account, until it shall have been delivered to East Ohio at the Transportation Receipt Point(s) or the Production Receipt Point(s), as applicable, after which East Ohio shall be deemed to be in control, but not possession, of the gas until the gas is redelivered to the Customer by East Ohio at the Delivery Point(s).
- 14.2 The Customer warrants the title to the gas delivered to East Ohio at the Transportation Receipt Point(s) or the Production Receipt Point(s), as applicable, and shall indemnify East Ohio for and save East Ohio harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or attributable to the adverse claims of any and all other persons or parties to the gas delivered to East Ohio, provided, however, that if any person or party makes claim to any gas delivered to East Ohio adverse to Customer's claim of ownership of the gas, or obtains a lien or encumbrance against the gas, East Ohio may withhold payment, if any may be due, for such gas until such adverse claim or lien is released or disposed of by the parties by final court action and may pay such with held amount(s) to the party entitled to payment, unless the Customer posts a bond in an amount and on terms satisfactory to East Ohio to protect and indemnify East Ohio against such adverse claim or lien.

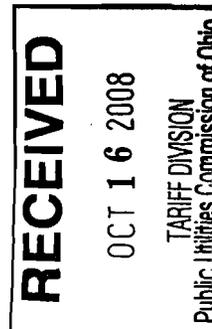
15. Provision for Human Needs Customers

Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President

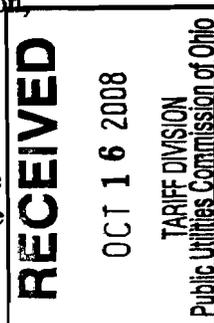


General Terms and Conditions of Transportation Service

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

16. Force Majeure

- 16.1 The term "Force Majeure," as used herein, and as applied to East Ohio or the Customer, shall mean unforeseen acts of law including governmental bodies acting pursuant to law, acts of God, strikes, lockouts or other labor disturbances, acts of a public enemy, war, blockades, insurrections, riots, epidemics, lightning, fires, floods, washouts, arrests, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, freezing of wells or pipelines, partial or entire failure of such wells, or any other cause, whether of the kind enumerated or otherwise, not reasonably within the control of the affected party. The settlement of strikes, lockouts or labor disturbances by acceding to the demands of an opposing party when such course is inadvisable is at the discretion or judgment of the affected party.
- 16.2 In the event East Ohio or the Customer is rendered unable, wholly or in part, by Force Majeure, to carry out its obligations other than the obligation to make payment of amounts accrued and due under the transportation service agreement and applicable rate schedules, and after notice of the Force Majeure condition is given to the other party in writing or by facsimile, the obligation of both parties, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused except the obligation to continue delivery of Production Volumes during curtailment periods, and the Force Majeure condition shall be remedied with all reasonable dispatch.
- 16.3 Whenever East Ohio has implemented its Emergency Curtailment Plan on file with the PUCO or is unable to meet its Core Demand due to Force Majeure conditions on, or upstream of, East Ohio's system, East Ohio shall have the right to use the Customer's flowing supplies to meet its Core Demand. Any interruption in the Customer's service entitlement resulting from such condition shall be remedied as quickly as possible, and must be preceded by the exhaustion of other reasonable alternatives to avoid the involuntary interruption of service. To the extent possible and appropriate in the circumstances, any necessary interruptions in service will be based on the size and location of the facilities involved, to minimize the absolute number of interruptions required.



General Terms and Conditions of Transportation Service

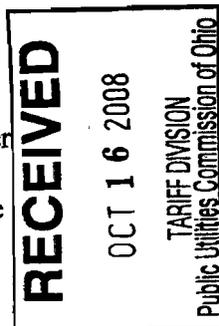
- 16.4 If East Ohio and the Customer have not entered into a contractual compensation arrangement covering the sale of Customer's gas to East Ohio, East Ohio shall compensate the Customer for gas diverted by East Ohio from the Customer pursuant to Section 16.3, above, as follows: East Ohio shall reimburse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

17. Late Payment Charge

- 17.1 Charges previously billed to Customer by East Ohio, but unpaid by the payment date specified by East Ohio, will be assessed a late payment charge of one and one-half percent (1.5%) per month on the unpaid balance.

18. Ownership of Facilities

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



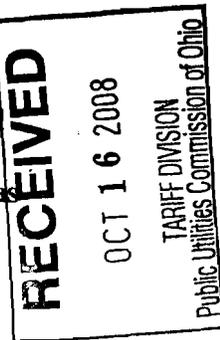
General Terms and Conditions of Transportation Service

19. Governmental Authorizations

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

20. Limitation on Liability

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



Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President

General Terms and Conditions of Transportation Service

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

21. Miscellaneous

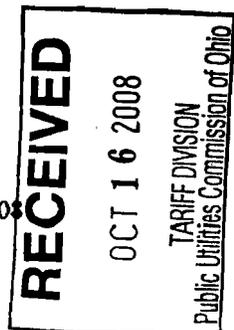
- 21.1 No modification of the terms and provisions of the transportation service agreement shall be made or become effective except by the execution of a supplementary written agreement.
- 21.2 No waiver by East Ohio or the Customer of any one or more defaults by the other in the performance of any provision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

Issued: October 16, 2008

Effective: With bills rendered on or after October 16, 2008

Filed under authority of The Public Utilities Commission of Ohio in Case No. 07-829-GA-AIR

Bruce C. Klink, President



ENERGY CHOICE POOLING SERVICE TABLE OF CONTENTS

	ECPS Page No.
SERVICE AGREEMENT	3
GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE	
DEFINITIONS	8
AUTHORIZATIONS AND CONTRACT TERM	
1. GOVERNMENTAL AUTHORIZATIONS	12
2. TERM	12
SUPPLY SOURCES AND CAPACITY ASSIGNMENT	
3. SOURCES OF SUPPLY AND CAPACITY	13
4. OPTIONAL ASSIGNMENT OF UPSTREAM CAPACITY	13
5. ASSIGNMENT OF ON-SYSTEM STORAGE CAPACITY	15
6. ASSESSMENT OF SUPPLY AND CAPACITY	17
UPSTREAM PIPELINE VOLUMES	
7. TRANSPORTATION RECEIPT POINTS	18
8. NOMINATION OF TRANSPORTATION VOLUMES	18
9. FIRM RECEIPT POINT OPTION	19
LOCAL PRODUCTION VOLUMES	
10. PRODUCTION RECEIPT POINTS	21
11. NOMINATION OF PRODUCTION VOLUMES	24
12. RECONCILIATION OF PRODUCTION VOLUMES	25
ON-SYSTEM STORAGE VOLUMES	
13. NOMINATION OF STORAGE VOLUMES	26
POOL-TO-POOL TRANSFERS	
14. NOMINATION OF POOL-TO-POOL VOLUMES	30
15. NOMINATION OF SUPPLIER ALLOCATION VOLUMES	30
DAILY SUPPLY REQUIREMENTS	
16. DETERMINATION OF AGGREGATE DAILY CONSUMPTION VOLUME	32

**ENERGY CHOICE POOLING SERVICE
TABLE OF CONTENTS**

	ECPS Page No.
IMBALANCE RESOLUTION	
17. DAILY IMBALANCE TRADING	34
18. RECONCILIATION OF DAILY IMBALANCE VOLUMES	35
19. RECONCILIATION OF MONTHLY VOLUMES	36
OPTIONAL FIRM STORAGE SERVICE	
20. FIRM STORAGE SERVICE	38
OPERATIONAL FLOW ORDERS	
21. OPERATIONAL FLOW ORDERS	39
SUPPLIER BILLING AND CREDITWORTHINESS	
22. STATEMENT	41
23. CREDITWORTHINESS	41
STANDARDS OF CONDUCT	
24. STANDARDS OF CONDUCT	47
CUSTOMER ENROLLMENT PROCESS INFORMATION EXCHANGE	
25. ELECTRONIC FILE TRANSFERS	50
SUPPLIER DEFAULT	
26. CONDITIONS OF SUPPLIER DEFAULT	51
27. REMEDIES	52
MISCELLANEOUS TERMS AND CONDITIONS	
28. OBLIGATIONS	53
29. FORCE MAJEURE	53
30. OWNERSHIP OF FACILITIES	54
31. LIMITATION ON LIABILITY	54
32. MISCELLANEOUS	55
BILLING AGREEMENT – OPTION 1	57
BILLING AGREEMENT – OPTION 2	59
BILLING RULES FOR ENERGY CHOICE POOLING CUSTOMERS	61

Contract No. _____

SERVICE AGREEMENT
ENERGY CHOICE POOLING SERVICE

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

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

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

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

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

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

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

- **Customer Conversion Charge** - \$4.78 for each End Use Customer payable when the End Use Customer initially receives commodity service from Supplier after having been served in the prior Customer Billing Cycle by another Supplier.
- **Optional Assignment of Upstream Capacity Charge** - Upstream Pipeline Primary Firm Transportation capacity and/or Contract Storage capacity made available by East Ohio may be assigned to Supplier upon its request and will be structured as a release of capacity at the full maximum rates paid by East Ohio, in accordance with Paragraphs 4.1 and 4.4 of the ECPS General Terms and Conditions.
- **On-System Storage Transfer** - Supplier shall purchase from or sell to East Ohio On-System Storage volumes in place in amounts necessary to attain required On-System storage inventory levels pursuant to Section 5 of the ECPS General Terms and Conditions. The transfer price shall equal the first of the month price index as published in *Inside F.E.R.C.'s Gas Market Report* (The McGraw-Hill Companies, Inc.) for Dominion Transmission Inc. Appalachia, or an appropriate successor index should it cease to be published, for the month in which the purchase or sale takes place plus the 100% load factor cost of transportation on Dominion 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.

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

- **Optional Firm Storage Service Charge** - Optional firm storage service, if available, may be purchased by the Supplier at rates and charges identical to those of the Enhanced Seasonal Service offered under Rate Schedule FSS in accordance with Section 20 of the ECPS General Terms and Conditions.
- **OFO Non-Compliance Charge** - Non-compliance with an OFO may result in the recall of assigned capacity and the assessment of the following incremental charges as further described in Section 21 of the ECPS General Terms and Conditions: (a) the payment of a gas cost equal to the highest incremental cost paid by East Ohio on the date of non-compliance; and (b) demand charges based on the Dominion 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:

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

EAST OHIO:

SUPPLIER:

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

Attn: Jeffrey A. Murphy
Managing Director, Commercial Operations

Attn: _____

Title: _____

Phone: (216) 736-6376

Phone: _____

Fax: (216) 736-6247

Fax: _____

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

By: _____ Title: _____

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

By: _____ Title: _____

SERVICE AGREEMENT - ENERGY CHOICE POOLING SERVICE

[This page is intentionally left blank.]

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

Aggregate Daily Consumption Volume -- the aggregate quantity of gas estimated by East Ohio to be consumed by all End Use Customers of Supplier's Pool on any Day.

Aggregate Monthly Consumption Volume -- the aggregate quantity of gas actually consumed by all End Use Customers of Supplier's Pool over their respective Customer Billing Cycles as determined by East Ohio through actual or estimated meter readings.

Agreement -- the ECPS contract between East Ohio and Supplier.

CCS -- the Customer Care System used to generate bills for low-pressure End Use Customers.

Comparable Capacity -- Supply and/or capacity rights that are comparable to those required by East Ohio for the purpose of serving its Core Sales Demand. Such rights may be comprised of On-System Storage, Production Volumes and/or rights held on Upstream Pipeline(s). Supplier's supply and/or capacity rights will be evaluated in terms of their similarity to those required by East Ohio in the areas of priority of service (e.g., primary firm transportation), delivery location (e.g., at Upstream Pipeline interconnections with East Ohio's system), period (e.g., Winter Period), adequacy of design day coverage and any other factors relevant to assessing the reliability of such capacity rights.

Contract Storage -- natural gas storage service rendered pursuant to service agreements between a party and an Upstream Pipeline and/or other storage facility operator.

Core Sales Demand -- the total supply needs of East Ohio's Percentage Income Payment Plan and Standard Service Offer customers.

Customer -- any individual, governmental, or corporate entity: a) all of whose natural gas requirements are supplied by a Supplier's Pool and taking transportation service from East Ohio pursuant to East Ohio's ECTS or LVECTS rate schedules ("End Use"), or b) that has in effect an Agreement with East Ohio.

Customer Billing Cycle -- for Delivery Points equipped with electronic gas measurement equipment, the calendar month used for billing purposes; for Delivery Points not equipped with electronic gas measurement equipment, the period that occurs between actual or estimated meter readings taken by East Ohio for billing purposes.

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 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.

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.

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.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**AUTHORIZATIONS AND CONTRACT TERM****1. GOVERNMENTAL AUTHORIZATIONS**

- 1.1 East Ohio and Supplier agree that they will file, as soon as practical after execution of the Agreement, all necessary applications with the appropriate governmental authorities for the purpose of securing all requisite authorizations, if any, for service contemplated by the Agreement, and that they will provide each other from time to time such information as may be necessary to secure and maintain such authorizations.
- 1.2 Supplier shall provide East Ohio with a copy of the PUCO-issued certification obtained in accordance with OAC Chapter 4901:1-27.
- 1.3 In the event governmental approval of the Agreement is conditioned in any manner, either party may, within thirty (30) days of such event, elect to terminate the Agreement by giving the other fifteen (15) days' prior written notice, and upon such termination neither party shall have any liability or obligation to the other by reason of the Agreement other than the obligation to make payments as provided for herein with respect to events or transactions that have occurred prior to the termination date.
- 1.4 If the transactions provided for under the Agreement at any time subject either party to the jurisdiction of or regulation by the FERC, or subject Supplier to the jurisdiction of the PUCO, to an extent greater than any which exists on the date of the Agreement, whether by reason of statutory, regulatory or judicial action, then either party may elect to terminate the Agreement in the manner provided for in Paragraph 1.3 hereof, provided, however, that termination shall not relieve either party of its obligations hereunder with respect to events or transactions that have occurred prior to the termination date.

2. TERM

- 2.1 The Agreement shall be effective from the date specified in the Agreement for a primary term of twelve (12) months and shall continue thereafter subject to cancellation by either party on sixty (60) days' prior written notice to the other, provided, however, that termination shall not relieve either party of its obligations hereunder with respect to events or transactions that have occurred prior to the termination date.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**SUPPLY SOURCES AND CAPACITY ASSIGNMENT****3. SOURCES OF SUPPLY AND CAPACITY**

- 3.1 Subject to the terms and conditions of the Agreement, East Ohio agrees to receive, for Supplier's account, Transportation Volumes (including Contract Storage), Production Volumes, Storage Volumes and/or Pool-to-Pool Volumes.
- 3.2 In determining Daily Available Volumes, Transportation Volumes and Production Volumes shall be adjusted by an appropriate Unaccounted-for Gas Percentage as they are received by East Ohio. For purposes of determining On-System Storage inventory volumes, this Unaccounted-for Gas Percentage shall be deemed to have been applied to volumes nominated for injection into On-System Storage.
- 3.3 Supplier must hold sufficient supply and/or capacity rights to meet 91.75% of its End Use Customers' design day requirements for the November through March period. Supplier may obtain such rights from East Ohio or secure Comparable Capacity from another source. East Ohio shall assign On-System Storage capacity to Supplier based on the pro rata share of such storage allocable to Supplier's End Use Customers. Such On-System Storage shall be deemed comparable for purposes of assessing Supplier's supply and/or capacity rights. Supplier may request additional supply and/or capacity rights from East Ohio which can be used to satisfy some or all of the Comparable Capacity requirement. If Supplier secures supply and/or capacity rights from another source to satisfy the Comparable Capacity requirement, East Ohio shall have the right to review those terms of Supplier's agreement(s) with the other source(s) necessary to assure the reliability of those rights.
- 3.4 The priority of service for the Comparable Capacity shall be no less than that required by East Ohio for the purpose of serving its Core Sales Demand. The primary delivery point of the Comparable Capacity used to deliver Transportation Volumes (including Contract Storage) shall be at East Ohio's interconnection with the Upstream Pipeline(s). Production Volumes may be used to satisfy some or all of the Comparable Capacity requirement. The adequacy of design day coverage shall be determined by the ability of the Supplier to meet the estimated design day requirements of its End Use Customers.

4. OPTIONAL ASSIGNMENT OF UPSTREAM CAPACITY

- 4.1 If requested by Supplier, Upstream Pipeline Primary Firm Transportation capacity made available by East Ohio shall be assigned to the Supplier on a pro rata basis

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

using the composition of such capacity held by East Ohio for the purpose of serving its Core Sales Demand. 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 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). Supplier may request alternate arrangements which East Ohio shall evaluate in terms of the potential impact on reliability and stranded costs. The character of assigned Primary Firm Transportation service shall be agreed upon between East Ohio and the Upstream Pipeline prior to assignment to the Supplier.

- 4.2 If the above *pro rata* assignment calculation yields less than 1,000 dekatherms per day on a particular segment of Upstream Pipeline Primary Firm Transportation capacity to be assigned to the Supplier, East Ohio shall retain that segment of capacity to serve Core Sales Demand and permit the Supplier to select an alternate segment to be assigned by East Ohio on the same or another pipeline provided the alternate segment delivers gas to East Ohio at the same citygate(s) entering its system, i.e., East Side or West Side, as the segment it is replacing.
- 4.3 The Primary Firm Transportation capacity released pursuant to Paragraph 4.1 shall be recallable 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.
- 4.4 If requested by Supplier, Contract Storage capacity and related storage demand/deliverability made available by East Ohio shall be assigned to the Supplier. 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 end of the then current storage season pursuant to the applicable Contract Storage rate schedule terms and conditions. Supplier may request alternate arrangements which East Ohio shall evaluate in terms of the potential impact on reliability and stranded costs. The character of assigned Contract Storage service shall be agreed upon between East Ohio and the Contract Storage operator prior to assignment to the Supplier.
- 4.5 The Contract Storage capacity released pursuant to Paragraph 4.4 shall be recallable upon Supplier's failure to comply with the terms and conditions set

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

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 4.4 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.

- 4.6 Supplier's failure to 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 4901:1-27-12(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-12(J).
- 4.7 The capacity released pursuant to Sections 4.3 and 4.5 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

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

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

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

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).

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 4901:1-27-12(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-12(J). 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.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**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 calculate the weighted average heat content of all such gas delivered to East Ohio during this period (the "Heat Content Adjustment Factor"). 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 Supplier agree in writing to an alternative Heat Content Adjustment Factor. East Ohio shall review annually the use of a system-wide 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 Supplier's account, unless Supplier 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 Supplier's account at Transportation Receipt Points shall be nominated to East Ohio in advance according to the procedures outlined in this Section.
- 8.2 Nominations are to be transmitted to East Ohio via East Ohio's EBB and are to be received by East Ohio by the dates and times specified in East Ohio's calendar of

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- nominations, as amended from time to time, which is available on East Ohio's EBB.
- 8.3 Nominations must conform, in content and format, with East Ohio's specifications for Transportation Volume nominations, which shall include, at a minimum: Supplier's East Ohio contract number; Upstream Pipeline; Upstream Pipeline contract number; and requested daily Transportation Volume.
- 8.4 East Ohio will either confirm, in total or in part, or reject Supplier's Transportation Volume nomination based upon East Ohio's operating conditions, the limits and requirements of East Ohio's system and facilities, previously confirmed nominations and timely confirmation by Upstream Pipelines. Confirmed Transportation Volumes will be posted on East Ohio's EBB. In order to support system operations, maintain system integrity, and minimize Positive or Negative Imbalance Volumes, East Ohio may request Supplier to nominate and deliver Transportation Volumes to designated Transportation Receipt Points. Such requests shall be posted in advance on East Ohio's EBB. If, in East Ohio's sole discretion, voluntary compliance by Suppliers fails to correct operational deficiencies, East Ohio may exercise its authority under Paragraph 21.1 to issue Supplier-specific and/or system-wide OFOs.
- 8.5 Confirmed nominations will become effective on the date specified in Supplier's nomination and will remain in force until the last day of the current calendar month, subject to continued receipt by East Ohio from Upstream Pipeline of the confirmed volume, unless superseded by a subsequent Transportation Volume nomination.
- 8.6 Nominations made in accordance with this Section do not relieve Supplier of the obligation to submit corresponding nominations for service with an Upstream Pipeline.

9. FIRM RECEIPT POINT OPTION

- 9.1 Supplier may elect to designate specific Transportation Receipt Points as firm receipt points. Each such firm receipt point, and the corresponding maximum daily transportation quantity for each such firm receipt point, shall be specified in a separate agreement. The sum of the maximum daily transportation quantities for all firm receipt points shall not exceed the total Maximum Daily Allocation Quantity specified in the Agreement.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- 9.2 Access to any receipt points on East Ohio's system, as to which an election pursuant to Paragraph 9.1 above has not been made, shall be on a best efforts basis.
- 9.3 Supplier making an election pursuant to Paragraph 9.1 above shall be assessed a firm receipt point surcharge; the actual amount of the surcharge shall be determined through competitive bidding with minimum bid amounts to be determined by East Ohio.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**LOCAL PRODUCTION VOLUMES****10. PRODUCTION RECEIPT POINTS**

- 10.1 The unit of measurement for Production Volumes shall be one (1) cubic foot of gas, and the term "cubic foot of gas" shall mean a cubic foot of gas at a pressure of 14.73 PSIA and at a temperature of 60 degrees Fahrenheit. For purposes of measurement and meter calibration, atmospheric pressure shall be assumed to be 14.4 pounds per square inch. All gas delivered to East Ohio by the Supplier, or by the party from which the Supplier purchases volumes delivered to East Ohio, shall be measured by orifice or other measurement facility of standard type to be selected and furnished by East Ohio, except where superseded by a Measurement Operating Agreement. Orifice meters on East Ohio's system shall be constructed and installed in accordance with the applicable provisions of the American National Standard "Orifice Metering of Natural Gas," ANSI/API 2530, First Edition, and any amendments thereto. The volumes of gas delivered to East Ohio shall be computed from meter records and converted into the unit of measurement specified above in accordance with reasonable and standard industry practices. Correction shall not be made for deviation from the Ideal Gas Laws. In the absence of a recording thermometer, an assumed flowing temperature of 60 degrees Fahrenheit shall be used in computing said quantities of gas; provided, however, that if the temperature of the natural gas passing through the meter is determined for any Day by the use of a recording thermometer, then the arithmetic average of the temperatures recorded for such Day shall be used.
- 10.2 The Production Volume delivered to East Ohio shall be delivered in its natural state, and have a gross heating value of not less than 1,000 British thermal units per cubic foot at 14.73 PSIA, 60 degrees Fahrenheit and must conform with the gas quality standards of East Ohio in effect at the time.
- 10.3 If at any time the delivery by the Supplier at any Production Receipt Point specified by Supplier and accepted by East Ohio shall be less than an average of ten thousand cubic feet per Day, then East Ohio, at its sole option, may require gas behind any such meter(s) to be measured pursuant to a Measurement Operating Agreement, by giving the Supplier thirty (30) days' prior written notice.
- 10.4 The Production Receipt Points for Production Volumes from physical meters specified by Supplier and accepted by East Ohio shall be at measuring stations constructed to East Ohio's specifications, and operated and maintained by East

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

Ohio, except where superseded by a Measurement Operating Agreement, to be located at such points as East Ohio and the Supplier shall agree, on East Ohio's lines as now constructed or on any extensions thereof which East Ohio in its sole judgment may hereafter construct. The sites for said measuring stations may be furnished by East Ohio, or, if furnished by the Supplier, shall provide rights of ingress and egress to East Ohio. In the event the Supplier wishes to change any Production Receipt Points, Supplier shall reimburse East Ohio in advance for East Ohio's costs in connection with such change and Supplier shall be directly responsible for all other costs associated with the change. Measuring stations on East Ohio's lines existing as of the date of the Agreement and owned by the Supplier or any other person shall, subject to the approval of East Ohio, also be designated as Production Receipt Points, to be operated and maintained by East Ohio, except where superseded by a Measurement Operating Agreement.

- 10.5 Supplier may aggregate Production Volumes as measured by third parties at measuring stations furnished, constructed, owned, operated and maintained by third parties. Detailed information concerning such aggregated Production Volumes shall be reported by Supplier to East Ohio in a timely manner in accordance with reasonable and standard industry practice.
- 10.6 Supplier shall be responsible for the construction of any necessary pipeline extending from the wells to the Production Receipt Points agreed upon. The Supplier, at the Supplier's expense, shall construct any required measuring stations in accordance with East Ohio's specifications. All new pipelines that connect wells specified by Supplier with East Ohio's pipelines shall be owned and constructed by the Supplier or by the party from which the Supplier purchases volumes delivered to East Ohio.
- 10.7 Unless otherwise agreed to by East Ohio and Supplier, prior to construction of a Production Receipt Point, East Ohio and Supplier, or the party from which the Supplier purchases volumes delivered to East Ohio, shall enter into an agreement identifying cost, construction and ownership responsibilities of all parties.
- 10.8 Production Volumes received by East Ohio at Production Receipt Points specified by Supplier and accepted by East Ohio shall be taken by East Ohio on a best efforts basis at all times at full flow against the varying pressures maintained from time to time in East Ohio's pipelines. East Ohio at any time may suspend the taking of gas under the Agreement while making repairs or alterations in its facilities. When practicable East Ohio shall notify the Supplier in advance of its plans to suspend the taking of gas, giving its estimate of the duration of the suspension. Such repairs and alterations shall be completed with reasonable speed, unavoidable delays excepted. During periods when East Ohio must suspend the taking of gas, East Ohio shall not be required to accept Production

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

Volumes at the affected Production Receipt Points. Subject to the foregoing, the Supplier may submit a request in writing to East Ohio for approval to install equipment to compress and pump the gas to be delivered to East Ohio under the Agreement. If Supplier compresses and pumps gas into East Ohio's system, Supplier shall install and maintain at its own expense the necessary equipment for the elimination or suppression of pulsation in the flowing gas that is created by compression equipment, and, in addition, the Supplier shall install the necessary equipment to insure the flowing temperature of the Production Volumes delivered does not exceed 120 degrees Fahrenheit at the measuring stations described.

- 10.9 The capacity of East Ohio's facilities to receive Production Volumes at the Production Receipt Points shall be determined by East Ohio in its sole judgment, in accordance with reasonable and standard industry practice. East Ohio shall have the right to restrict, limit or halt its receipt of Production Volumes whenever, in its sole judgment, in accordance with reasonable and standard industry practice, it is necessary to do so due to Force Majeure, an order of the PUCO or other governmental body, or circumstances requiring East Ohio to act to protect its ability to meet its Core Sales Demand. In the event East Ohio exercises its right to restrict, limit or halt its receipt of Production Volumes, it shall give the Supplier notice by telephone, letter or otherwise to decrease or terminate deliveries of Production Volumes to East Ohio until such time as, in East Ohio's sole judgment, in accordance with reasonable and standard industry practice, deliveries may be increased or resumed. If the Supplier fails to act promptly in accordance with such notice, East Ohio shall have the right to shut in Production Receipt Points or otherwise refuse to accept further Production Volumes at the Production Receipt Points.
- 10.10 The Supplier shall install and maintain at the Supplier's own expense, the necessary equipment for separating and removing oil, water, salt, dust and other foreign substances from Production Volumes upstream of the Production Receipt Points. The gas delivered to East Ohio at the Production Receipt Points shall be free from all foreign matter or fluid contamination that could interfere with its marketability or interfere with the operation of East Ohio's lines, regulators, meters or other appliances connected with East Ohio's distribution system. East Ohio may refuse, at any time, any Production Volumes that contain contamination or objectionable odors, or otherwise do not meet East Ohio's gas quality standards.
- 10.11 East Ohio shall maintain in good repair all meters, gauges and regulating equipment at the Production Receipt Points receiving Production Volumes, except where superseded by a Measurement Operating Agreement. East Ohio shall read the meters, which shall be accessible to inspection and examination by the Supplier at all reasonable times. If either party challenges the accuracy of any

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

meter in use under the Agreement and desires to have the meter tested, East Ohio shall test the meter in the presence of a Supplier employee or representative, if the Supplier wishes to exercise the right to be present or to be represented at such test. The cost of testing the meter shall be borne by the party challenging its accuracy if it proves to be correct, and it shall be deemed correct if there be no greater variation than three percent (3%), either fast or slow, but if the meter on test proves to be incorrect, then the cost of testing the meter shall be borne by East Ohio. Any adjustment for errors in the meter shall be made for a period not to exceed ninety (90) days prior to the date of challenge by either party. The statements of meter measurement and estimated deliveries which under the Agreement are to be rendered by East Ohio to the Supplier monthly shall be final, excepting as to corrections or adjustments then pending or subsequently determined by East Ohio, unless exceptions thereto in writing shall be made by the Supplier and mailed to East Ohio within sixty (60) days after the Supplier receives the statements. Corrections or adjustments shall be made by adjusting volumes in the first measurement period following their determination.

- 10.12 The addition or removal of Production Receipt Points specified by Supplier shall be the subject of written supplements, which shall be proposed by the Supplier and accepted or rejected at the sole discretion of East Ohio, in accordance with reasonable and standard industry practice.

11. NOMINATION OF PRODUCTION VOLUMES

- 11.1 All Production Volumes received for Supplier's account at Production Receipt Points shall be nominated to East Ohio in advance according to the procedures outlined in this Section.
- 11.2 Nominations are to be transmitted to East Ohio via East Ohio's EBB and are to be received by East Ohio by the dates and times specified in East Ohio's calendar of nominations, as amended from time to time, which is available on East Ohio's EBB.
- 11.3 Nominations must conform, in content and format, with East Ohio's specifications for Production Volume nominations, which shall include, at a minimum: Supplier's East Ohio contract number and requested daily Production Volume.
- 11.4 Subject to East Ohio's operating conditions, the limits and requirements of East Ohio's system and facilities, and the reasonableness of Supplier's nomination as determined solely by East Ohio, East Ohio will either confirm, in total or in part, or reject Supplier's Production Volume nomination. Confirmed Production Volumes will be posted on East Ohio's EBB.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- 11.5 Confirmed nominations will become effective on the date specified in the Supplier's nomination and will remain in force until the last day of the current calendar month, unless superseded by a subsequent Production Volume nomination.

12. RECONCILIATION OF PRODUCTION VOLUMES

- 12.1 Confirmed Production Volume nominations will be credited to Supplier's account on the date specified in the Supplier's nomination. When actual Production Volumes are known, any discrepancies between actual and confirmed Production Volumes will be reconciled, in the first full calendar month following the determination of actual Production Volumes (the "Adjustment Month"), in accordance with the provisions of Paragraphs 12.2 and 12.3 below. Reconciliation volumes may not be used in determining comparable capacity requirements. East Ohio reserves the right to interrupt such reconciliation volumes during OFO periods.
- 12.2 When actual Production Volumes exceed confirmed Production Volume nominations, the positive volumetric discrepancy will be reconciled in the Adjustment Month by increasing Supplier's Daily Available Volume on each Day in the Adjustment Month by an amount equal to the positive volumetric discrepancy divided by the number of days in the Adjustment Month.
- 12.3 When confirmed Production Volume nominations exceed actual Production Volumes, the negative volumetric discrepancy will be reconciled in the Adjustment Month by decreasing Supplier's Daily Available Volume on each Day in the Adjustment Month by an amount equal to the negative volumetric discrepancy divided by the number of days in the Adjustment Month.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**ON-SYSTEM STORAGE VOLUMES****13. NOMINATION OF STORAGE VOLUMES**

- 13.1 All Storage Volumes requested to be injected or withdrawn for Supplier's account shall be nominated to East Ohio in advance according to the procedures outlined in this Section.
- 13.2 Nominations are to be transmitted to East Ohio via East Ohio's EBB and are to be received by East Ohio by the dates and times specified in East Ohio's calendar of nominations, as amended from time to time, which is available on East Ohio's EBB.
- 13.3 Nominations must conform, in content and format, with East Ohio's specifications for Storage Volume nominations, which shall include, at a minimum: Supplier's East Ohio contract number and requested daily Storage Volume.
- 13.4 Subject to the limitations as outlined in this Section, and the reasonableness of Supplier's nomination based upon East Ohio's operating conditions and the limits and requirements of East Ohio's system and facilities, East Ohio will either confirm, in total or in part, or reject Supplier's Storage Volume nomination. Confirmed Storage Volumes will be posted on East Ohio's EBB.
- 13.5 Confirmed nominations will become effective on the date specified in the Supplier's nomination and will remain in force until the last day of the current calendar month, unless superseded by a subsequent Storage Volume nomination.

Summer Period On-System Storage Operation

- 13.6 The maximum quantity of gas which Supplier shall be entitled to nominate for injection on a firm basis into On-System Storage on any one Day is one-one hundred eightieth (1/180) of the On-System Storage capacity assigned to Supplier pursuant to Paragraph 5.1 of these General Terms and Conditions ("Capacity") when Supplier's On-System Storage inventory level is less than or equal to one half of Capacity, and one-two hundred fourteenth (1/214) of Capacity thereafter. Such injections shall be subject to interruptions or curtailment based on the failure of an Upstream Pipeline to deliver Transportation Volumes, the failure of the Supplier to deliver Production Volumes, the issuance of OFOs by East Ohio, Force Majeure conditions, or an order of the PUCO or other governmental body.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- 13.7 Supplier may request permission to nominate volumes for injection in excess of the amounts set forth in the preceding Section. East Ohio shall endeavor to inject those additional volumes into On-System Storage on any Day on an interruptible basis as operating conditions permit. East Ohio may decline such requests whenever, in its judgment, the injection of volumes in excess of the amounts set forth in the preceding Section would be detrimental to the operation or integrity of East Ohio's system or its ability to meet Core Sales Demand in a cost effective manner.
- 13.8 Supplier must nominate injection volumes in such a manner as to attain minimum On-System Storage inventory levels, expressed as a percentage of Supplier's Capacity, over the Summer Period in accordance with the schedule set forth below:

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

Winter Period On-System Storage Operation

- 13.9 Supplier's Storage Demand shall be based on the On-System Storage capacity assigned to Supplier pursuant to Paragraph 5.1 of these General Terms and Conditions. Such withdrawals shall be subject to interruptions or curtailment based on the issuance of OFOs by East Ohio, Force Majeure conditions, or an order of the PUCO or other governmental body.
- 13.10 Supplier's Storage Demand shall be reduced in accordance with the inventory-based ratchet provisions set forth below:
- (a) If at the end of any Day, Supplier's On-System Storage inventory level is less than or equal to 50% of Supplier's cumulative On-System Storage injection volume as of the end of the Summer Period ("Cumulative Injection Volume") but greater than or equal to 30% of such volume, Supplier's Storage Demand shall be reduced by 25%.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- (b) If at the end of any Day, Supplier's On-System Storage inventory level is less than 30% of Supplier's Cumulative Injection Volume, Supplier's Storage Demand shall be reduced by 40%.
- 13.11 Supplier may request permission to nominate volumes for withdrawal in excess of its then effective Storage Demand. East Ohio shall endeavor to withdraw those additional volumes from On-System Storage on any Day on an interruptible basis as operating conditions permit. East Ohio may decline such requests whenever, in its judgment, the withdrawal of volumes in excess of the amounts set forth in the preceding Section would be detrimental to the operation or integrity of East Ohio's system or its ability to meet Core Sales Demand in a cost effective manner.
- 13.12 Supplier must maintain On-System Storage inventory levels, expressed as a percentage of Supplier's Cumulative Injection Volume, over the Winter Period in accordance with the schedule set forth below:

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

Supplier's failure to maintain the required On-System Storage inventory levels set forth in the above schedule shall result in a further 25% reduction of the Storage Demand level until such time as the Supplier achieves the required storage inventory level. In addition, East Ohio, at its sole discretion and in accordance with reasonable and standard industry practice, may adjust Supplier's Storage Volume withdrawal nomination.

- 13.13 Supplier may request permission to nominate volumes for re-injection into On-System Storage during the Winter Period of up to one-two hundred fourteenth (1/214) of Supplier's Cumulative Injection Volume. East Ohio shall endeavor to inject those re-injection volumes into On-System Storage on any Day on an interruptible basis as operating conditions permit. East Ohio may decline such requests whenever, in its judgment, the injection of volumes in excess of the amounts set forth in the preceding Section would be detrimental to the operation or integrity of East Ohio's system or its ability to meet Core Sales Demand in a cost effective manner. East Ohio may require Winter Period storage re-injections or withdrawals under an On-System Storage OFO ("Storage OFO") in which it will indicate the required Storage Volume to be injected or withdrawn for the period during which the Storage OFO is in effect. Adjustments to the effective Storage Demand level may be made by East Ohio at its sole discretion and in

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 4901:1-27-12(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-12(J). 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.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**POOL-TO-POOL TRANSFERS****14. NOMINATION OF POOL-TO-POOL VOLUMES**

- 14.1 All Pool-to-Pool Volumes received into Supplier's Pool shall be nominated to East Ohio in advance according to the procedures outlined in this Section.
- 14.2 Nominations are to be transmitted to East Ohio via East Ohio's EBB and are to be received by East Ohio by the dates and times specified in East Ohio's calendar of nominations, as amended from time to time, which is available on East Ohio's EBB.
- 14.3 Nominations must conform, in content and format, with East Ohio's specifications for Pool-to-Pool Volume nominations, which shall include, at a minimum: Supplier's East Ohio contract number; requested daily Pool-to-Pool Volume; and East Ohio contract number of the other ECPS Supplier from whom Supplier plans to receive supply. If the Pool-to-Pool Volume to be received into Supplier's Pool is from its LPPS pool, the nomination must include the East Ohio contract number of Supplier's LPPS pool.
- 14.4 Subject to the reasonableness of Supplier's nomination as determined solely by East Ohio, East Ohio will either confirm, in total or in part, or reject Supplier's Pool-to-Pool Volume nomination. Confirmed Pool-to-Pool Volumes will be posted on East Ohio's EBB.
- 14.5 Confirmed nominations will become effective on the date specified in the Supplier's nomination and will remain in force until the last day of the current calendar month, unless superseded by a subsequent Pool-to-Pool Volume nomination. If a nomination has the effect of increasing a Supplier's imbalance, East Ohio shall have the right to reject such nomination as unreasonable.

15. NOMINATION OF SUPPLIER ALLOCATION VOLUMES

- 15.1 Supplier Allocation Volumes shall be nominated to East Ohio in advance according to the procedures outlined in this Section.
- 15.2 Supplier Allocation Volume nominations are to be transmitted to East Ohio via East Ohio's EBB and are to be received by East Ohio by the dates and times specified in East Ohio's calendar of nominations, as amended from time to time, which is available on East Ohio's EBB.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- 15.3 Supplier Allocation Volume nominations must conform, in content and format, with East Ohio's specifications for such nominations, which shall include, at a minimum: Supplier's East Ohio contract number; East Ohio contract number of the other ECPS Supplier to whom Supplier plans to send supply; and requested daily Supplier Allocation Volume.
- 15.4 East Ohio will either confirm, in total or in part, or reject the Supplier Allocation Volume nomination. Confirmed Supplier Allocation Volume nominations will be posted on East Ohio's EBB.
- 15.5 Confirmed Supplier Allocation Volume nominations will become effective on the date specified in the nomination and will remain in force until the last day of the current calendar month unless superseded by subsequent Supplier Allocation Volume nominations. If a nomination has the effect of increasing a Supplier's imbalance, East Ohio shall have the right to reject such nomination as unreasonable.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**DAILY SUPPLY REQUIREMENTS****16. DETERMINATION OF AGGREGATE DAILY CONSUMPTION VOLUME**

- 16.1 Each of the End Use Customers of Supplier's Pool must have all of its natural gas consumption over the entire Customer Billing Cycle supplied by Pool volumes nominated by Supplier.
- 16.2 Supplier is required to have a sufficient Daily Available Volume as confirmed by East Ohio to meet the Supplier's Daily Pool Requirement, which is the sum of Supplier's Aggregate Daily Consumption Volume and Supplier Allocation Volume and Storage Volume injections as confirmed by East Ohio.
- 16.3 Each Monday through Friday before 8:30 a.m. Eastern Time, East Ohio will provide a projection of the Aggregate Daily Consumption Volume of the End Use Customers of the Supplier's Pool for the subsequent gas day(s). During periods in which no OFOs have been issued, East Ohio will use the following schedule to establish the Aggregate Daily Consumption Volume for which the Supplier will be held accountable:

<u>The Projection Provided On:</u>	<u>Will Be Used to Establish the Aggregate Daily Consumption Volume Accountability for the Following:</u>
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Saturday, Sunday, Monday

East Ohio shall have the option of posting the Aggregate Daily Consumption Volume on a daily basis if it determines that more frequent postings are necessary to avoid excessive daily imbalance volumes.

The above lead times may be lengthened during holiday periods to provide Supplier with additional time to submit nominations. The above lead times may be shortened during periods in which an OFO is in effect. During such periods, East Ohio shall establish the Aggregate Daily Consumption Volume no later than 10:00 a.m. Eastern Time of the same Day.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- 16.4 East Ohio may adjust its forecasting methodology if needed to address operational requirements in the event of substantial changes in Supplier enrollments or other factors that may cause excessive daily or monthly imbalances. East Ohio shall share information regarding its Energy Choice forecasting methodology with interested parties upon request and shall in a timely fashion consider and evaluate suggestions by Supplier, PUCO Staff and the Office of Consumers' Counsel to improve that methodology.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**IMBALANCE RESOLUTION****17. DAILY IMBALANCE TRADING**

- 17.1 Supplier is required to have a sufficient Daily Available Volume as confirmed by East Ohio to meet the Supplier's Daily Pool Requirement. Daily imbalances created by the Supplier's inability to match Daily Available Volumes with Daily Pool Requirements may, at Supplier's discretion, be partially or totally offset through the imbalance trading procedure set forth in this Section. Supplier may trade daily imbalance volumes with one or more other ECPS Suppliers.
- 17.2 If Supplier has a positive daily imbalance volume created by a surplus of Daily Available Volume on any Day, Supplier may nominate all or a portion of this volume (the "Imbalance Trading Volume") to be traded to another ECPS Supplier. Supplier agrees to pay to East Ohio a total of ninety-five dollars and sixty cents (\$95.60) plus applicable gross receipts tax per month for such trading transactions.
- 17.3 If Supplier has a negative daily imbalance volume created by a deficiency of Daily Available Volume on any Day, Supplier may offset all or a portion of this imbalance by receiving Imbalance Trading Volumes nominated by one or more ECPS Suppliers.
- 17.4 All Imbalance Trading Volumes designated for a calendar month shall be nominated to East Ohio by the close of the reallocation period for imbalance trading as stated on East Ohio's EBB. Nominations of Imbalance Trading Volumes are to be transmitted to East Ohio via East Ohio's EBB.
- 17.5 Nominations must conform, in content and format, with East Ohio's specifications for Imbalance Trading Volume nominations, which shall include, at a minimum: East Ohio ECPS contract number; requested daily Imbalance Trading Volume; and receiving Supplier's East Ohio ECPS contract number(s).
- 17.6 Subject to the reasonableness of Supplier's nomination as determined solely by East Ohio, East Ohio will either confirm, in total or in part, or reject Supplier's Imbalance Trading Volume nomination. Confirmed Imbalance Trading Volumes will be posted on East Ohio's EBB.

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

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 4901:1-27-12(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-12(J) 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 4901:1-27-12(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-12(J). 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 4901:1-27-12(J) and may request suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-12(J). 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

- calendar month usage for accounting purposes. East Ohio shall answer inquiries from Supplier as to how such unbilled volumes are calculated.
- 19.2 The Calendar Month Pool Supply shall be defined as the sum of the Daily Available Volume during the month as adjusted for any Imbalance Trading Volumes received from other Suppliers during the month and any sales to, or purchases from, East Ohio pursuant to Section 18 of these General Terms and Conditions.
- 19.3 The difference between Calendar Month Pool Supply and Calendar Month Pool Sendout, as adjusted for any prior month billing corrections, shall be reconciled monthly.
- 19.4 Supplier shall have the following options, described further in Paragraphs 19.5 to 19.7, to reconcile month-end imbalance volumes: (1) trading such imbalances during the monthly reallocation period; (2) adjusting month-end storage inventories; and (3) submitting to a financial cash-out using index prices.
- 19.5 Supplier may trade some or all of its month-end imbalance volumes (both negative and positive) determined in accordance with Paragraph 19.3 with other ECPS and FRPS suppliers during the subsequent monthly reallocation period. Supplier shall not trade so as to increase the size of its initial imbalance in any pool.
- 19.6 Supplier may use some or all of its month-end imbalance volumes (both negative and positive) determined in accordance with Paragraph 19.3 to debit or credit the month-end inventory of any storage service assigned to, or purchased by, Supplier up to the maximum allowable amount.
- 19.7 Supplier may cash out some or all of the month-end imbalance volume (both negative and positive) determined in accordance with Paragraph 19.3 at the price used to determine the cost of On-System Storage transfers as set forth in Paragraph 5.2 of these General Terms and Conditions. Supplier shall submit an invoice for any amounts owed Supplier associated with the cash-out of positive imbalances. East Ohio agrees to process and pay the invoice within fifteen (15) days of posting. Any amounts owed East Ohio associated with the cash-out of negative imbalances shall be reflected in Supplier's applicable invoice.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**OPTIONAL FIRM STORAGE SERVICE****20. FIRM STORAGE SERVICE**

- 20.1 Optional firm storage service is available to Supplier under this Agreement, subject to the availability of storage capacity and to the procedures and restrictions outlined in this Section.
- 20.2 Supplier may purchase additional firm storage service for use in its ECPS Pool to supplement the On-System Storage assigned pursuant to Paragraph 5.1 of these General Terms and Conditions. Such service shall have the same character of service as the On-System Storage described in Section 13 of these General Terms and Conditions. Purchase of the optional firm storage service is available prior to the commencement of the Summer Period at the time East Ohio offers its annual storage service agreements for other seasonal storage services.
- 20.3 Rates and charges for the optional firm storage service shall be identical to those of the Enhanced Seasonal Service offered under Rate Schedule FSS with the reservation fee payable before November 1 of each year and the usage fees paid upon volumes injected into and withdrawn from On-System Storage.
- 20.4 Because the optional storage service is purchased on an annual basis prior to the commencement of the Summer Period, the provisions of Section 5 of these General Terms and Conditions related to purchases from or sales to East Ohio of On-System Storage volumes in place do not apply. On-System Storage inventory transfers are available for use in this optional firm storage service pursuant to the applicable provisions of East Ohio's Storage Inventory Transfer Service.

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 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

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 4901:1-27-12(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-12(J). 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 4901:1-27-12(J) and may request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-12(J).

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

itself or its parent company; 3) list of parent companies and affiliates; 4) names, addresses and phone numbers of three trade references, and 5) names, addresses and phone numbers of financial institution contacts. In the event that Supplier is unable to provide such information, East Ohio may permit the Supplier to provide other verifiable sources of financial information. East Ohio may require additional information if the preceding is not sufficient to determine Supplier's creditworthiness.

- 23.3 A Supplier may satisfy its initial creditworthiness requirement by demonstrating that it has and maintains investment grade long-term bond ratings from any two of the following rating agencies:

Agency	Senior Unsecured Rating
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher

- 23.4 East Ohio shall make reasonable alternative credit arrangements with a Supplier that is unable to meet the aforementioned criteria and with those Suppliers whose credit requirements exceed their allowed unsecured credit limit, if any. East Ohio shall determine the amount and type of additional financial instruments, if any, needed to support a Supplier's participation in the Program.
- 23.5 Supplier shall not be operating under any chapter of the bankruptcy laws and shall not be subject to liquidation or debt reduction procedures under state laws such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Supplier who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act, but only with adequate assurances that East Ohio's billing under the Agreement will be paid promptly as a cost of administration under the federal court's jurisdiction.
- 23.6 Supplier shall not be subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or which could jeopardize the ability to exist as an ongoing business entity.
- 23.7 Supplier shall not have any significant collection lawsuits or judgments outstanding which would seriously reflect upon Supplier's ability to remain solvent.

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 4901:1-27-12(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-12(J).
- 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

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

of the gas supplies themselves, the costs of transportation, storage, gathering, taxes, and other related costs incurred in bringing those gas supplies into East Ohio's system.

- 23.14 East Ohio reserves the right to use Supplier's assets associated with the Agreement, including without limitation financial instruments required of Supplier to meet creditworthiness standards of this or any other agreement with Supplier; Accounts arising from East Ohio's billing of commodity service on behalf of Supplier, Supplier's On-System Storage Inventory held by East Ohio pursuant to this or any other agreement with Supplier; and any other gas in kind, As-Extracted or otherwise, delivered to East Ohio by Supplier, to offset or recoup any costs owed to and/or incurred by East Ohio.

SECURED INTEREST (Paragraphs 23.15 – 23.19)

- 23.15 Supplier shall grant East Ohio a security interest in the Collateral, as defined herein, to secure the payment and performance of Supplier's obligations under this or any other agreement between East Ohio and Supplier ("Obligations"). Such Collateral shall consist of all of the following: (i) financial instruments required of Supplier to meet creditworthiness standards of this or any other agreement with Supplier; (ii) Accounts arising from East Ohio's billing of commodity service on behalf of Supplier, (iii) Supplier's On-System Storage Inventory held by East Ohio pursuant to this or any other agreement with Supplier; and (iv) any other gas in kind, As-Extracted or otherwise, delivered to East Ohio by Supplier.
- 23.16 Supplier shall authorize East Ohio to file a financing statement ("Financing Statement") describing the Collateral in any jurisdiction as determined by East Ohio and represents that its exact legal name, state of formation, and principal place of business are as set forth in the Agreement.
- 23.17 Supplier's failure to grant East Ohio a security interest in the Collateral may result in East Ohio eliminating any unsecured credit extended to Supplier and adjusting the collateral requirement formula set forth in Paragraph 23.20 accordingly.
- 23.18 Upon a material default of this or any other agreement, East Ohio shall have the right without limitation to (1) take possession or otherwise dispose of such Collateral without delay to satisfy any and all Supplier Obligations then owing to East Ohio and (2) pursue any remedy available at law, including but not limited to those available as set forth in the Uniform Commercial Code of Ohio, to collect, enforce or satisfy such Obligations.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

23.19 In the event Supplier elects, or is forced, to terminate its participation in this Program in accordance with the provisions of the Agreement, or in the event of a Supplier Default resulting in termination of the Agreement, it shall continue its obligation to maintain its financial security instrument until East Ohio confirms that Supplier has satisfied all of the outstanding claims of East Ohio.

COLLATERAL REQUIREMENTS (Paragraph 23.20)

23.20 East Ohio shall assess the amount of financial security required of Supplier on a monthly basis by subtracting the maximum unsecured credit limit, if any, extended to Supplier from the collateral requirement, which shall be updated by the fifth business day of every month. To determine the Winter Period collateral requirement, East Ohio shall utilize the maximum collateral requirement estimated for the Winter Period. To determine the Summer Period collateral requirement, East Ohio shall utilize the maximum collateral requirement estimated for the Summer Period. The collateral requirement shall be estimated using the following formula:

$$\text{CR} = (\text{TPR} - (\text{LP} + \text{AS})) \times \text{P}_{\text{co}} - (\text{TPR} \times \text{P}_{\text{br}}) \text{ where:}$$

CR equals Collateral Requirement (in \$)

TPR equals Total Pool Requirements (in mcf) as estimated by East Ohio for the upcoming month using normal heating degree days.

LP equals Local Production (in mcf) as determined by the first-of-month confirmed nomination of local production (if applicable) dedicated to the pool or nominated from the Supplier's Local Production Pooling Service pool times the number of days in the month. The Local Production volume shall exclude any volumes purchased from East Ohio under the ECPS monthly local production purchase option.

AS equals Available Storage (in mcf) as determined by the beginning of the month storage inventory (if applicable) held by the Supplier in conjunction with its ECPS pool. The Available Storage volume shall exclude any volumes purchased from East Ohio under the ECPS On-System Storage capacity provisions but not yet paid for.

P_{co} equals Cash Out Price (in \$/mcf) as determined by the estimated negative imbalance volume cash out rate based on Inside FERC's Gas Market Report first of month pricing with the applicable adjustments.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

MDQ equals Maximum Daily Quantity (in mcf) used in calculating the comparable capacity requirement for the Supplier for the month (shown as Design Day Usage in the comparable capacity evaluation).

SD equals Storage Demand (in mcf) used in calculating the on-system storage assignment for the Supplier for the month.

P_{of0} equals OFO Price (in \$/mcf) as determined by three months' worth of demand charges pursuant to East Ohio's OFO noncompliance charge calculation.

P_{br} equals Billing Rate Price (in \$/mcf) as determined by the last actual month's average billing rate charged by the Supplier for Customers billed by East Ohio.

East Ohio may add to the preceding Collateral Requirement any amounts billed pursuant to the Agreement but not yet paid by Supplier as well as any amounts estimated to be billed for the upcoming month as determined by East Ohio.

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 Minimum Requirements for Competitive Retail Natural Gas Service Certification 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 Requirements for Competitive 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 deemed to be a material default within the meaning of OAC Rule 4901:1-27-12(J) and may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1-27-12(J).
- 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.
- (d) East Ohio shall process all similar requests for transportation in the same manner and within the same approximate period of time.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- (e) East Ohio shall not disclose to anyone, other than an East Ohio employee, any information regarding an existing or proposed gas transportation arrangement, unless authorized by the End Use Customer.
- (f) If a Customer requests information about Suppliers, East Ohio shall provide a list of all Suppliers operating on its system, but shall not endorse any Supplier nor indicate that any Supplier will receive preference because of a corporate relationship.
- (g) East Ohio shall, to the extent practicable, separate the activities of its operating employees from its affiliate marketing employees in all areas where their failure to maintain independent operations may have the effect of harming Customers or unfairly disadvantaging unaffiliated Suppliers under East Ohio's transportation programs.
- (h) East Ohio shall not condition or tie its agreements to gas supply or for the release of interstate pipeline capacity to any agreement by a Supplier, Customer, or third party in which its marketing affiliate is involved.
- (i) East Ohio and its marketing affiliate shall keep separate books of accounts and records.
- (j) Neither East Ohio nor its marketing affiliate shall communicate the idea that any advantage might accrue in the use of the East Ohio's service as a result of dealing with any Supplier, including its marketing affiliate.
- (k) East Ohio's name and logo shall not be used in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where East Ohio's name and logo appears, that its marketing affiliate is not the same company as East Ohio. East Ohio shall not participate in exclusive joint activities with any Supplier, including its marketing affiliate, including advertising, marketing, sales calls or joint proposals to any existing or potential Customers.
- (l) East Ohio shall establish a complaint procedure for issues concerning compliance with these standards of conduct. All complaints, whether written or oral, shall be referred to East Ohio's designated attorney. The designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The designated attorney shall prepare a written

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

statement of the complaint, which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. The designated attorney shall communicate the results of the preliminary investigation, including a description of any course of action which was taken, to the complainant in writing within thirty (30) days after the complaint was received. The designated attorney shall keep a file with all such complaint statements for a period of not less than three years.

- 24.5 East Ohio shall render a bill to End Use Customers for distribution service rendered under the ECTS-R, ECTS-NR and LVECTS rates schedules. Pursuant to a separate Billing Agreement, Supplier shall have the option of East Ohio rendering a combined bill to End Use Customers for both distribution and commodity service, or Supplier may bill for its services independently. 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.
- 24.6 East Ohio shall conduct its activities consistent with its tariff governing its Energy Choice Transportation program and the applicable PUCO rules governing natural gas governmental aggregations and minimum service requirements for competitive natural gas service for which it has not been granted waivers.

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.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**SUPPLIER DEFAULT****26. CONDITIONS OF SUPPLIER DEFAULT**

- 26.1 Supplier's failure to pay Upstream Pipeline for any Firm Transportation or Contract Storage capacity released pursuant to Section 4 of these General Terms and Conditions.
- 26.2 Supplier's failure to correct a deficiency of Supplier's comparable supply and/or capacity rights pursuant to Section 6 of these General Terms and Conditions.
- 26.3 Supplier's failure to comply with an On-System Storage OFO pursuant to Section 13 of these General Terms and Conditions.
- 26.4 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 given month pursuant to Section 18 of these General Terms and Conditions.
- 26.5 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 given month pursuant to Section 18 of these General Terms and Conditions.
- 26.6 Supplier informs East Ohio, or East Ohio otherwise becomes aware, that Supplier does not intend to perform its obligations under the Agreement, or East Ohio determines that Supplier no longer has the Upstream Pipeline or Storage capacity, inventory or gas supply necessary to perform Supplier's obligations as described in Section 18 of these General Terms and Conditions.
- 26.7 Supplier's failure to comply with an OFO pursuant to Section 21 of these General Terms and Conditions.
- 26.8 Supplier's failure to pay to East Ohio amounts due under the Agreement pursuant to Section 22 of these General Terms and Conditions.
- 26.9 Supplier's failure to meet and/or maintain creditworthiness requirements pursuant to Section 23 of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

- 26.10 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.
- 26.11 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.
- 26.12 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 4901:1-27-12(J). Otherwise, the default(s) may be grounds for East Ohio requesting suspension or termination of the Agreement pursuant to OAC Rule 4901:1:27-12(J).

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**MISCELLANEOUS TERMS AND CONDITIONS****28. OBLIGATIONS**

- 28.1 Supplier shall be deemed to be in control and possession of the gas received by East Ohio for Supplier's account, until it shall have been delivered to East Ohio at the Transportation Receipt Point(s) or the Production Receipt Point(s), as applicable, after which East Ohio shall be deemed to be in control, but not possession, of the gas until the gas is allocated to Supplier's Customers.
- 28.2 The Supplier warrants the title to all volumes received by East Ohio for Supplier's account, as applicable, and shall indemnify East Ohio for, and save East Ohio harmless from, all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or attributable to the adverse claims of any and all other persons or parties to the gas received by East Ohio, provided, however, that if any person or party makes claim to any gas received by East Ohio adverse to Supplier's claim of ownership of the gas, or obtains a lien or encumbrance against the gas, East Ohio may withhold payment, if any may be due, for such gas until such adverse claim or lien is released or disposed of by the parties by final court action and may pay such withheld amount(s) to the party entitled to payment, unless the Supplier posts a bond in an amount and on terms satisfactory to East Ohio to protect and indemnify East Ohio against such adverse claim or lien.

29. FORCE MAJEURE

- 29.1 The term "Force Majeure," as used herein, and as applied to East Ohio or Supplier, shall mean acts of law, including governmental bodies acting pursuant to law, acts of God, strikes, lockouts or other labor disturbances, acts of a public enemy, war, blockades, insurrections, riots, epidemics, lightning, fires, floods, washouts, arrests, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, or any other cause, whether of the kind enumerated or otherwise, not reasonably within the control of the affected party. The settlement of strikes, lockouts or labor disturbances by acceding to the demands of an opposing party when such course is inadvisable is at the discretion or judgment of the affected party.
- 29.2 In the event East Ohio or Supplier is rendered unable, wholly or in part, by Force Majeure to carry out its obligations other than the obligation to make payment of amounts accrued and due under the Agreement, and after notice of the Force

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

Majeure condition is given to the other party in writing or by facsimile, the obligation of both parties, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused except the obligation to continue delivery of Production Volumes during curtailment periods. The Force Majeure condition shall be remedied with all reasonable dispatch.

- 29.3 Neither East Ohio nor Supplier shall be liable in damages to the other for any act, omission or circumstances occasioned by, or in consequence of, Force Majeure.
- 29.4 Such causes or contingencies affecting the performance of the Agreement by East Ohio or the Supplier shall not relieve the affected party of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by facsimile to the other party as soon as reasonably practical after the occurrence of the cause relied upon, nor shall such causes or contingencies affecting the Agreement by either party relieve it of liability in the event of its concurring negligence, nor shall such causes or contingencies affecting the performance of the Agreement relieve either party from its obligations to make payments of amounts then due as a result of previous transactions pursuant to the Agreement.

30. OWNERSHIP OF FACILITIES

- 30.1 Except as provided herein, all pipelines, fittings and other properties furnished under the Agreement shall remain the property of the party paying for the facilities, unless otherwise agreed, who shall be solely responsible for the maintenance and operation of those facilities, and each party may remove its property at the termination of the Agreement. Existing measuring stations owned by parties other than East Ohio that qualify as Production Receipt Points shall not become the property of East Ohio, but shall be maintained and operated by East Ohio until termination of the Agreement, except where superseded by a Measurement Operating Agreement. However, any measuring stations constructed or otherwise furnished by East Ohio shall be and remain the property of East Ohio.

31. LIMITATION ON LIABILITY

- 31.1 East Ohio has obligations hereunder which include, among other things, the obligations to estimate consumption, operate an EBB, take, process, accept and reject nominations, determine imbalances, interrupt and curtail service and issue OFOs. East Ohio shall have no liability under contract, statute or common law for any damages, errors or omissions that occur in performing its obligations

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

hereunder provided that its actions are reasonable and in accordance with standard industry practice. In no event shall East Ohio be held responsible for any consequential or incidental damages resulting from acts or omissions under any Agreement hereunder.

- 31.2 Each party to the Agreement shall bear responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the Agreement hereunder, causing damages or injuries of any kind to the other party or to any third party, unless expressly agreed in writing between the parties. Therefore, the offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss or damage whatsoever suffered by the non-offending party or by any third party. As used herein, the term "party" shall mean a corporation or partnership entity or individual with whom East Ohio has a contractual relationship. The phrase "damages or injuries of any kind" shall include, without limitation, actual damages, litigation expenses, court costs, and attorneys' fees, and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions.

32. MISCELLANEOUS

- 32.1 No modification of the terms and provisions of the Agreement shall be made or become effective except by the execution of a supplementary written agreement or by a revision to East Ohio's tariff.
- 32.2 No waiver by East Ohio or Supplier of any one or more defaults by the other in the performance of any provision of the Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.
- 32.3 The Agreement shall not be assignable without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 32.4 The payments of the rates stated in the Agreement, as well as the other provisions and conditions of the Agreement, shall be subject to all applicable Federal and State laws and orders, rules and regulations.
- 32.5 In the event any tax is imposed on natural gas, or the production, severance, gathering, transportation, sale, delivery, or use of natural gas, or if such tax is imposed in any other manner so as to constitute directly or indirectly a charge upon the gas delivered to East Ohio for redelivery hereunder, the amount of such tax shall be borne by Supplier so far as it affects or relates to or is apportionable

GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE

to the gas delivered to East Ohio hereunder. In the event East Ohio is required to pay such tax, the amount of the tax shall be billed directly to Supplier.

- 32.6 Supplier shall pay, or cause to be paid, any royalty payments due or owed on the gas received and redelivered hereunder, and shall indemnify and hold East Ohio harmless from any responsibility, liability or obligation for payment of any such royalty. In the event East Ohio is obligated by law to make any such royalty payment directly to royalty owners, Supplier shall reimburse East Ohio for any such payment and any costs associated with such payment. If Supplier fails to reimburse East Ohio, East Ohio may deduct the amount of such payments or costs 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 of these General Terms and Conditions in satisfaction of the Supplier's obligation.

BILLING AGREEMENT - OPTION 1

This agreement is made this _____ day of _____, 20____, by and between The East Ohio Gas Company d/b/a Dominion East Ohio, an Ohio corporation having its principal place of business at 1201 East 55th 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@Dom.Com. Supplier's contact for billing is _____ at _____, and its contact for information technology is _____ at _____.
- 2.04 No change, modification, or attempted waiver of this Agreement shall have effect unless it is set forth in writing and signed by both parties. This Agreement shall be governed by the laws of the state of Ohio.

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

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

By _____

By _____

Title _____

Title _____

BILLING AGREEMENT - OPTION 2

This agreement is made this _____ day of _____, 20____, by and between The East Ohio Gas Company d/b/a Dominion East Ohio, an Ohio corporation having its principal place of business at 1201 East 55th 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 East 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 4901:1-29-12, 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.

BILLING RULES FOR ENERGY CHOICE POOLING CUSTOMERS

- (2) Supplier may submit up to 15 rates, or more at an additional cost as outlined below:
 - (a) The charge for fixed rates shall be \$10.00 per rate per month for each 10-digit broker ID to which it is attached.
The charge for variable rates shall be \$40.00 per rate per month for each 10-digit broker ID to which it is attached.
 - (b) Fixed rates may change only once every 12 months.
Variable rates may change more often than once every 12 months, but only once for a revenue month.
 - (c) Supplier shall submit requests for additional rate(s) no less than 30 days prior to the effective date of the rate(s).
 - (d) East Ohio shall process supplier adjustments for \$2.00 per adjustment.
 - (3) Supplier shall be notified within ten (10) business days after East Ohio has received a written copy of Supplier's rate structure whether such rate structure can be accommodated on East Ohio's billing system. East Ohio shall not be required to make any programming changes to accommodate Supplier's rate structure.
 - (4) East Ohio shall not be required to bill for any charges of Supplier other than commodity charges.
 - (5) Supplier shall provide fifteen (15) days' notice to East Ohio of any rate changes, which changes shall be subject to East Ohio's approval based on East Ohio's ability to accommodate such changes in its programming. All such requests to change a rate must be submitted upon an East Ohio approved form. Approved rate changes shall be effective on the customer's next billing date.
 - (6) East Ohio shall assign separate rate codes for each of Supplier's rates, and such rate code shall be used in any communication between East Ohio and Supplier concerning Supplier's rates.
- 3.2 East Ohio will house, bill and display sales tax on the commodity. East Ohio will not remit sales tax to the state.
 - 3.3 East Ohio shall purchase the Supplier's accounts receivable at 100% of the face value as set forth in paragraph 1.03 of the billing agreement.
 - 3.4 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

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.