

TARIFF RATE SCHEDULES

<u>RATE SCHEDULE</u>	<u>SERVICE</u>	<u>TARIFF RECORD NO.</u>
FT	Firm Transportation Service	20.1
FTNN	Firm Transportation, No-Notice Service	20.2
IT	Interruptible Transportation Service	20.3
MCS	Market Center Services	20.4
GSS	General Storage Service	20.20
GSS 7(c)	General Storage Service , Section 7(c)	20.21
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ISS	Interruptible Storage Service	20.23
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FT RATE SCHEDULE
Firm Transportation Service

1. Availability

1.1 This Rate Schedule is available for transportation service by Dominion Energy Transmission, Inc. ("Pipeline"), without undue discrimination or preference, to any person ("Customer") or Customer's assignee(s), where:

- A. Customer has entered into a Service Agreement prior to April 1, 2002, or has been awarded capacity in accordance with Section 11A.2, 23, 24, or 43 of the General Terms and Conditions ("GT&C") of this Tariff; and
- B. Customer has entered into a Service Agreement with Pipeline for transportation service under this Rate Schedule that conforms to the form of Service Agreement contained in this Tariff or otherwise has been approved by the Commission; and
- C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 Pipeline is not required to provide any requested transportation service for which capacity is not available or that would require the construction or acquisition of any new facilities, except as provided in GT&C Section 37.

2. Applicability and Character of Service

This Rate Schedule shall apply to all natural gas transported by Pipeline for Customer under an executed Service Agreement that conforms to the form of Service Agreement contained in this Tariff. Transportation service rendered hereunder, within the delivery limitations of the executed Service Agreement, shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as provided herein or in the General Terms and Conditions of this Tariff. Deliveries at the various Delivery Points by Pipeline to Customer shall be in accordance with the executed Service Agreement and the terms of this Tariff. Pipeline shall receive gas for Customer at the Receipt Point(s) in accordance with the executed Service Agreement and the terms of this Tariff.

3. Daily and Annual Quantities

3.1 The executed Service Agreement shall specify an MDTQ (Maximum Daily Transportation Quantity) and MATQ (Maximum Annual Transportation Quantity), as defined in Section 1.2 of the General Terms and Conditions of this Tariff. Customer's MDTQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to either (a) certain differing levels in Customer's MDTQ during specified periods during the year or (b) certain differing levels in Customer's MDTQ (and MATQ) for different, specified portions of the term. Customer's MDTQ and any differing levels in MDTQ, as well as the period of such differing MDTQ levels, shall be specified in the executed service agreement. Pipeline shall also receive, at the Receipt Point(s), an amount for fuel retention.

3.2 To the extent Pipeline and Customer mutually agree to a) service under this Rate Schedule at the applicable maximum rates with varying levels in MDTQ for a term of twelve or more consecutive months at a MDTQ greater than zero or b) service under Section 9 of this Rate Schedule at the applicable maximum rates with a multi-year term, then such Customer upon expiration of an eligible Service Agreement may elect to continue receiving such transportation service in whole or in part, provided however, partial reductions must be a uniform percentage reduction throughout each month of the contract year or as mutually agreed by Pipeline and Customer on a non-discriminatory basis. To exercise this right of first

refusal, Customer must comply with the provisions of Section 24.2 of the General Terms and Conditions of this Tariff. If a Service Agreement specifies different MDTQ levels during different portions of its term, Customer's right of first refusal (if applicable) shall apply to the MDTQ in effect on the termination date of the Service Agreement.

4. Rate

The rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff and those rates and charges are hereby expressly incorporated in this Rate Schedule.

5. Monthly Bill

5.1 For service under this Rate Schedule, Customer shall pay Pipeline monthly the following:

- A. A Reservation Charge. A charge per month per Dt of MDTQ.
- B. A Usage Charge. A charge per Dt for all gas delivered during the billing month.
- C. An amount to reimburse Pipeline for the filing fees associated directly with the transportation service and paid to the Federal Energy Regulatory Commission; provided, however, that Pipeline shall notify Customer in advance of the applicability and amount of any such filing fee.
- D. Cost of facilities as described in Section 20 of the General Terms and Conditions.
- E. Applicable authorized and unauthorized overrun charges as required by Section 8 of this Rate Schedule; and
- F. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff, including, but not limited to, any applicable incremental rate and fuel provisions in accordance with Section 11A.1.G. of the General Terms and Conditions and as listed on Tariff Records Nos. 10.50 and 10.70.

5.2 Pipeline will retain the percentage(s) of receipts set forth on Tariff Records Nos. 10.5, 10.50 (as applicable) and 10.70 (as applicable) as the Transportation Service Fuel Retention Percentage; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.

5.3 Pipeline may elect to offer to transport at a rate that is below the maximum but no less than the minimum rates set forth on Tariff Records Nos. 10.5, and 10.70 as applicable to this Rate Schedule. However, Pipeline is not obligated to offer to transport gas at any rates less than the maximum rates.

5.4 Small Customers that comply with the conditions set forth in Section 10, below, are eligible for a one-part rate that shall be designated as the FT(SC) rate on Pipeline's tariff records. The one-part rate shall be calculated to substitute for the Reservation Charge and the Usage Charge, identified in Section 5.1 above, but shall not excuse Customer from payment of any of the other charges identified in this Section 5 or the General Terms and Conditions of this Tariff.

5.5 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E of this Rate Schedule.

6. Receipts and Deliveries

6.1 Each executed Service Agreement shall specify Primary Receipt and Primary Delivery Points.

- A. Each executed Service Agreement shall specify the maximum quantities that Pipeline is obligated to receive on any Day at each Primary Receipt Point. Pipeline shall also receive, at the Receipt Point(s), a quantity for fuel retention. Under the executed Service Agreement, the sum of the quantities specified at each Primary Receipt Point shall not exceed the MDTQ.
 - B. Each executed Service Agreement may state the maximum quantities that Pipeline is obligated to deliver on any Day at each Primary Delivery Point. This quantity shall be Pipeline's Maximum Daily Delivery Obligation ("MDDO") at each point.
 - 1. IF no MDDO is stated for a Primary Delivery Point, then Pipeline's obligation to deliver gas to Customer at such point shall be limited to the quantities that Pipeline is able to deliver at such point using facilities in existence as of May 18, 1992, without adversely affecting Pipeline's ability to render other firm services on Pipeline's system.
 - 2. Notwithstanding the limitation on Pipeline's obligation at any single Primary Delivery Point stated in Section 6.1.B.1. above, nothing in this Section 6.1.B. shall diminish Pipeline's obligation to deliver quantities at Primary Delivery Points which, when totaled, do not exceed Customer's MDTQ.
 - 3. Upon request by Customer, Pipeline will establish an MDDO at any Primary Delivery Point under the executed Service Agreement.
 - C. Customer shall have the rights set forth in GT&C 11A.4.G. based on the Primary Receipt Point stated in the executed Service Agreement, except that Pipeline and Customer may mutually agree on an not unduly discriminatory basis that the Applicable Market Center Point (as defined in GT&C 11A.4.G.) for the Primary Receipt Point shall be on a Secondary basis under the following circumstances: (a) Pipeline can operationally deliver the MDTQ from the Primary Receipt Point to the Primary Delivery Point; (b) the Applicable Market Center Point that corresponds with the Primary Receipt Point can only be provided on a Primary basis subject to the construction of certain facilities; and, (c) Customer does not desire to pay for such facilities and agrees to accept access to the Applicable Market Center Point on a Secondary basis.
- 6.2 Any Customer receiving service pursuant to 18 C.F.R. Part 284 under this Rate Schedule may also nominate service as provided under Section 11A of the General Terms and Conditions of this Tariff, utilizing Secondary Receipt and Delivery Points to the executed Service Agreement.
- A. Pipeline will offer such requesting Customer the most current master Secondary Receipt and Delivery Point list, as published on Pipeline's Electronic Bulletin Board.
 - B. Pipeline may receive or deliver quantities for Customer at each Secondary Receipt or Delivery Point, up to the MDTQ at each Receipt Point and up to the MDDO or MDTQ at each Delivery Point; provided, however, that the aggregate receipts and/or deliveries, at Primary and Secondary points under the Service Agreement, shall not exceed Customer's MDTQ.
 - C. Any Customer receiving service pursuant to 18 C.F.R. Part 284 under this Rate Schedule at less than maximum rates shall be entitled to use Secondary Receipt and Delivery Points at the lower priority established under Section 11A.4.A.3 of the General Terms and Conditions of this Tariff. If such Customer agrees to pay the maximum rate under this rate schedule for such service, then Customer shall be entitled to use such Secondary points at the priority established under Section 11A.4.A.2 of the General Terms and Conditions.
 - D. Pipeline will cooperate fully and use good faith and reasonable efforts to make Secondary point capacity available to Customer; provided, however that Customer's right to use any particular Secondary Receipt or Delivery Point will be limited: (1) by the physical capacity of the market at

that point; and (2) by Pipeline's operational ability to provide capacity at that point without limiting a firm Customer's scheduled use of a Primary point or imposing an operational flow order on any part of Pipeline's system.

6.3 Customers receiving firm transportation service from Pipeline pursuant to a certificate issued under Section 7(c) of the Natural Gas Act ("NGA") will have the Receipt and Delivery Points authorized by the applicable NGA Section 7(c) certificate. Such points will be Primary points, as defined in the General Terms and Conditions of this Tariff, unless such points are expressly stated in the Service Agreement to be secondary in nature.

A. Any Customer receiving firm transportation service pursuant to an NGA Section 7(c) certificate may request Secondary Receipt or Delivery Points pursuant to this Section 6.3; provided, however that if Customer is paying any rate component including surcharges that is less than Pipeline's corresponding maximum rates under this Rate Schedule, and Customer nominates service at a Secondary point during any month, then Customer shall pay such maximum rate components for any service where Customer receives or delivers gas at a Secondary point.

B. A Customer electing to use a Secondary point pursuant to this Section 6.3 must notify Pipeline of its election no less than seven working days prior to the commencement of the month in which the Secondary point is used.

7. Equalization of Receipts and Deliveries

7.1 Daily deliveries of gas by Pipeline to Customer, hereunder, shall be approximately equal to daily receipts by Pipeline from Customer for transportation hereunder, less any gas retained by Pipeline in providing such transportation service. Pipeline shall have no obligation to take receipt of gas on any Day that Customer fails to take delivery of equivalent quantities of gas tendered by Pipeline at the Delivery Point(s), and Pipeline shall have no obligation to deliver gas to Customer on any Day that Customer fails to deliver equivalent quantities to Pipeline at the Receipt Point(s); provided, however, that this Section shall authorize Pipeline to suspend service only to the extent that Customer's receipts and deliveries are not equivalent.

7.2 If, despite Customer's obligation to balance as set forth in Section 7.1 above, Pipeline determines at the end of any month that deliveries hereunder by Pipeline were greater or less than the corresponding receipts of gas by Pipeline for transportation, less any gas retained, Pipeline will notify Customer via the EBB no later than the 9th Business Day of the succeeding month of any excess or deficiency in receipts. Customer may correct such excess or deficiency in receipts within twenty (20) Days after Customer receives such EBB notification of the month-end imbalance from Pipeline. If an imbalance is not (i) corrected within twenty (20) Days or, to the extent not cured in-kind, (ii) traded in accordance with Section 40 of the General Terms and Conditions, or (iii) resolved through any other imbalance management options offered by Pipeline and others, then Pipeline will (i) transfer the imbalance to Customer's balance under its Rate Schedule MCS service agreement or (ii) if Customer does not have such service agreement in effect, create an MCS service agreement, and then transfer such imbalance, and (in either case) assess the maximum rate for Balancing Service under Rate Schedule MCS for each Day the imbalance remains on the system beginning on the date that Customer is notified of the end-of-month imbalance. To the extent that MCS Balancing Service is not available or Customer does not qualify for such service, Pipeline shall have the right to correct an imbalance by: (i) immediately suspending deliveries to Customer or, if that does not cure the imbalance, purchasing gas to make up deficiencies in receipts and charging Customer for the verifiable cost of such gas; or (ii) immediately suspending receipts from Customer or, if that does not cure the imbalance, treating excess receipts as unauthorized gas under Section 29 of the General Terms and Conditions. Pipeline shall not impose fees otherwise applicable under this section that result from in-kind cures and imbalance trades undertaken by Customer in good faith reliance on monthly imbalance data that Pipeline has reported in error.

7.3 Customers electing to cure imbalances through in-kind receipts or deliveries under Section 7.2 of this Rate Schedule must nominate and schedule any receipts or deliveries of gas intended to cure imbalances under

the Service Agreement in accordance with Section 11A of the General Terms and Conditions of this Tariff. Such scheduled receipts or deliveries of gas shall be deemed to be the last gas through the meter for purposes of calculating Customer's monthly bill and the applicability of the imbalance charges set forth in Section 7.2, above.

7.4 Subject to the availability of service under Rate Schedule MCS, Customer may elect to take Rate Schedule MCS balancing service from Pipeline in conjunction with firm transportation service under this Rate Schedule. MCS balancing service will be made available under the following conditions: (1) Customer executes a service agreement in the form specified for Rate Schedule MCS, in a quantity sufficient to reasonably accommodate the quantity of imbalances that might arise under the Rate Schedule FT service agreement; (2) Customer agrees to nominate service Rate Schedules FT and MCS in accordance with the standard daily and intra-day nomination deadlines, except that Pipeline will make automatic accruals to Customer's Rate Schedule MCS account for the quantity of any imbalance (i.e., the difference between the quantity nominated and the quantity delivered and/or taken), up to the level of MCS service that would otherwise be available for use by Customer from time to time; (3) Customer agrees to take service under the terms and conditions of Rate Schedule MCS; (4) Pipeline has reliable, timely access to data in order to monitor Customer's actual takes at the Delivery Point(s) or at the facility to be served.

8. Transportation Overruns

8.1 Unauthorized Overruns.

- A. Daily Deliveries. In the event Customer receives from Pipeline on any Day during a billing month, a quantity of gas in excess of 102 percent of Customer's applicable MDTQ, then Customer shall pay Pipeline an unauthorized overrun charge as set forth on Tariff Record No. 10.80 of this tariff for all gas received by Customer that exceeds 102 percent of Customer's MDTQ, unless such overruns are deemed authorized in accordance with Section 8.2 or 8.3 below.
- B. Annual Deliveries. In the event Customer receives from Pipeline during any Contract Year a total quantity of gas in excess of 102 percent of Customer's MATQ under any particular Service Agreement, Customer shall pay Pipeline an unauthorized overrun charge as set forth on Tariff Record No. 10.80 of this tariff for all gas received under that Service Agreement that exceeds 102 percent of Customer's MATQ, unless such overruns are deemed authorized in accordance with Section 8.2 or 8.3 below.
- C. Any unauthorized overrun charge shall be billed for the month in which any such excess occurs, and shall be in addition to the fuel retention percentage applicable under this Rate Schedule. Each unauthorized overrun charge shall be separately assessed and payable in any month. For each Dt received by Customer that exceeds both the MDTQ and MATQ under a Service Agreement, only one unauthorized overrun charge shall be imposed.
- D. The payment of an unauthorized overrun charge shall not under any circumstances be construed as giving Customer the right to take such overruns; nor shall payment be construed as a substitute for any other remedies available to Pipeline or to any other Customer against the Customer receiving the unauthorized overrun for failure to adhere to its obligations under the provisions of this Rate Schedule, the Service Agreement or the General Terms and Conditions of this Tariff.
- E. Pipeline shall post on its EBB the options available to Customer to minimize or avoid the overrun service charges described in this Section. Such posting shall include alternative services offered by Pipeline.

8.2 Overruns Deemed Authorized. Deliveries described in Sections 8.1.A. and 8.1.B. above shall be unauthorized unless:

- A. Pipeline, in its sole discretion, on a non-discriminatory basis, determines that capacity exists for Pipeline to receive from and deliver such quantities to Customer, for a charge equal to the maximum rates applicable to Pipeline's interruptible transportation service and agrees to receive and deliver such quantities; and
 - B. Customer requests such receipts and deliveries no less than 24 hours in advance for periods of up to 72 consecutive hours; and
 - C. Such receipts and deliveries would not disrupt existing firm service, or existing interruptible service scheduled and commenced by Pipeline; and
 - D. Such receipts and deliveries would not adversely affect operations on Pipeline's system, as determined by, and in the sole discretion of, Pipeline; and
 - E. Customer nominates and tenders to Pipeline quantities of gas equal to the quantities of gas delivered by Pipeline to Customer.
- 8.3 Overruns Caused by Pipeline's Actions. Deliveries described in Sections 8.1.A. and 8.1.B. above shall not be deemed to be an overrun for purposes of Section 8 of this Rate Schedule if:
- A. Pipeline exercises complete and unrestricted control through utilization of flow control devices over the quantity delivered to Customer and Customer's receipts of gas at the Delivery Point at which the overrun occurred; and
 - B. Such excess deliveries were caused solely by Pipeline's actions or omissions.
- 8.4 Determination of Unauthorized FT Overruns. An unauthorized FT overrun occurs when a transportation Customer takes delivery of more transportation gas than the allowed MDTQ under its transportation Service Agreement and no other services are available to compensate for the variation between nominated and delivered quantities.
9. Transportation of Gas Withdrawn from Storage
- 9.1 Any Customer that buys firm storage service under Rate Schedule GSS of this Tariff, or that provides evidence to certify its entitlement to a firm storage service deliverable into Pipeline at a Third Party Storage Service Point, and that desires to have gas withdrawn from storage pursuant to the storage service agreement delivered to points other than Pipeline's storage pool withdrawal points or the Third Party Storage Service Point, shall be eligible for firm transportation service pursuant to this Section 9; provided, however, that nothing herein shall preclude Customer from electing to transport gas withdrawn from storage pursuant to any other transportation arrangement.
- 9.2 Subject to the availability of capacity, a Customer pursuant to this Section 9 may elect to execute a service agreement ("FT-GSS Service Agreement") with Pipeline for quantities of firm transportation service pursuant to this Rate Schedule as follows:
- A. An MDTQ, which is equal to Customer's Storage Demand; and
 - B. An MATQ, which is equal to Customer's Storage Demand multiplied by 151.
- 9.3 Service elected under this Section 9 shall be utilized only during the Winter Period, and the applicable Reservation charge shall be billed only during the Winter Period. All charges otherwise applicable to service under this Rate Schedule, as listed under Sections 5.1.B. - 5.1.I., above, shall apply to all services rendered under this Section 9.

- 9.4 The FT-GSS Service Agreement shall specify points at which Pipeline withdraws gas from storage, or the Third Party Storage Service Point at which Customer has certified its firm entitlement to tender gas to Pipeline, as Primary Receipt Points. The Delivery Points shall be as mutually agreed upon by Customer and Pipeline.
- 9.5 Any Customer contracting for service under this Section 9 may add Secondary points to the FT-GSS Service Agreement pursuant to Section 6 above, subject to the limitations set forth in Section 6 of this Rate Schedule, Section 8 of Rate Schedule GSS, and Section 11B of the General Terms and Conditions of this Tariff.
- 9.6 Customers pursuant to this Section 9 are also subject to all provisions of this Rate Schedule and the General Terms and Conditions of this Tariff.

10. Small Customers

Customer shall be eligible for the rate treatment specified in Section 5.4, above, if: (1) Customer agrees in its Service Agreement to take its full daily entitlements under this Rate Schedule and Rate Schedule GSS, prior to taking delivery of gas from any other pipeline and prior to taking gas transported pursuant to the terms of Pipeline's Rate Schedule IT or MCS or Section 23 of the General Terms and Conditions of this Tariff (Capacity Release); and (2) Customer was entitled to service under Pipeline's former Rate Schedules SCR or SCQ on May 18, 1992.

11. Prior Rate Schedules Superseded

- 11.1 This Rate Schedule cancels and supersedes Pipeline's Rate Schedule TF.
- 11.2 Service performed as of the date of the effectiveness of this Rate Schedule under Pipeline's former Rate Schedule TF will be performed under this Rate Schedule, subject to the General Terms and Conditions of this Tariff.

12. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

FTNN RATE SCHEDULE
Firm Transportation, No-Notice Service

1. Availability
 - 1.1 Dominion Energy Transmission, Inc. ("Pipeline") will make service under this Rate Schedule available to Customer, or its assignee(s) under the provisions of Order Nos. 636, et seq., where Customer:
 - A. receives GSS storage service; and
 - B. has entered into a Service Agreement with Pipeline for service under this Rate Schedule that conforms to the form of Service Agreement contained in this Tariff.
 - 1.2 Pipeline is not required to provide any requested delivery service for which capacity is not currently available or that would require the construction or acquisition of any new facilities.
2. Applicability and Character of Service
 - 2.1 This Rate Schedule shall apply to all natural gas transported by Pipeline for Customer under an executed Service Agreement that conforms to the form of Service Agreement contained in this Tariff. Transportation service rendered hereunder, within the delivery limitations of the executed Service Agreement, shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as provided herein or in the General Terms and Conditions of this Tariff. Deliveries at the various Delivery Points by Pipeline to Customer shall be in accordance with the executed Service Agreement, the terms of this Tariff and mutually agreeable dispatching arrangements made between Pipeline, Customer, and Customer's Transporter, if any. Pipeline shall receive gas for Customer at Receipt Point(s) in accordance with the executed Service Agreement and the terms of this Tariff.
 - 2.2 This Rate Schedule provides for firm transportation services which are supplemented with a no-notice service feature that allows for physical delivery variations from Customer's nominated services, within the tolerances established at Section 9, below. The no-notice feature is provided by adjusting Customer's storage nominations and corresponding transportation service out of storage, pursuant to Section 8, below (FTNN-GSS), with the same prior notice to Pipeline as is required by Customer's Transporter, if any. Pipeline shall have authority to make withdrawals from storage as necessary to effect no-notice deliveries to that Customer.
 - 2.3 Pipeline provides daily deliveries to Customer on a no notice basis under this Rate Schedule, only up to Customer's GSS withdrawal entitlements, plus any applicable "From Customer's Balance" quantities.
3. Daily and Annual Quantities
 - 3.1 The executed Service Agreement shall specify an MDTQ (Maximum Daily Transportation Quantity) and MATQ (Maximum Annual Transportation Quantity), as defined in Section 1.2 of the General Terms and Conditions of this Tariff. Customer's MDTQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDTQ during specified periods during the year. Customer's MDTQ and any differing levels in MDTQ, as well as the period of such differing MDTQ levels, shall be specified in the executed service agreement. Pipeline shall also receive, at the Receipt Point(s), an amount for fuel retention.
 - 3.2 To the extent Pipeline and Customer mutually agree to a) service under this Rate Schedule at the applicable maximum rates with varying levels in MDTQ for a term of twelve or more consecutive months at a MDTQ greater than zero or b) service under Section 8 of this Rate Schedule at the applicable maximum rates with a multi-year term, then such Customer upon expiration of an eligible Service Agreement may elect to continue receiving such transportation service in whole or in part, provided however, partial

reductions must be a uniform percentage reduction throughout each month of the contract year or as mutually agreed by Pipeline and Customer on a non-discriminatory basis. To exercise this right of first refusal, Customer must comply with the provisions of Section 24.2 of the General Terms and Conditions of this Tariff.

4. Rate

Unless Pipeline and Customer agree otherwise, the rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff and those rates and charges are hereby expressly incorporated in this Rate Schedule.

5. Monthly Bill

5.1 For service under this Rate Schedule, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline monthly the following:

- A. A Reservation Charge. A charge per month per Dt of MDTQ.
- B. A Usage Charge. A charge per Dt for all gas delivered during the billing month.
- C. An amount to reimburse Pipeline for the filing fees associated directly with the transportation service and paid to the Federal Energy Regulatory Commission; provided, however, that Pipeline shall notify Customer in advance of the applicability and amount of any such filing fee; and
- D. Cost of facilities as described in Section 20 of the General Terms and Conditions;
- E. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff, including, but not limited to, any applicable incremental rate and fuel provisions in accordance with Section 11A.1.G of the General Terms and Conditions and as listed on Tariff Records Nos. 10.50 and 10.70.

5.2 Pipeline will retain the percentage(s) of receipts set forth on Tariff Records Nos. 10.5, 10.50 (as applicable) and 10.70 (as applicable) as the Transportation Service Fuel Retention Percentage; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.

5.3 Pipeline may elect to offer to transport at a rate that is below the maximum but no less than the minimum rates set forth on Tariff Records Nos. 10.5, 10.50 (as applicable) and 10.70 (as applicable) to this Rate Schedule. However, Pipeline is not obligated to offer to transport gas at any rates less than the maximum rates.

5.4 Small Customers that comply with the conditions set forth in Section 10, below, are eligible for a one-part rate that shall be designated as the FTNN(SC) rate on Pipeline's tariff records. The one-part rate shall be calculated to substitute for the Reservation Charge and the Usage Charge, identified in Section 5.1 above, but shall not excuse Customer from payment of any of the other charges identified in this Section 5 or the General Terms and Conditions of this Tariff.

5.5 Notwithstanding the general provision of Sections 4 and 5.1 above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E of this Rate Schedule.

6. Receipts and Deliveries

6.1 Each executed Service Agreement shall specify Primary Receipt and Primary Delivery Points.

- A. Each executed Service Agreement shall specify the maximum quantities that Pipeline is obligated to receive on any Day at each Primary Receipt Point. Pipeline shall also receive, at the Receipt Point(s), a quantity for fuel retention. Under the executed Service Agreement, the sum of the quantities specified at each Primary Receipt Point shall not exceed the MDTQ.
 - B. Each executed Service Agreement may state the maximum quantities that Pipeline is obligated to deliver on any Day at each Primary Delivery Point. This quantity shall be Pipeline's Maximum Daily Delivery Obligation ("MDDO") at each point.
 - 1. If no MDDO is stated for a Primary Delivery Point, then Pipeline's obligation to deliver gas to Customer at such point shall be limited to the quantities that Pipeline is able to deliver at such point using facilities in existence as of May 18, 1992 without adversely affecting Pipeline's ability to provide other firm services on Pipeline's system.
 - 2. Notwithstanding the limitation on Pipeline's obligation at any single Primary Delivery Point stated in Section 6.1.B.1. above, nothing in this Section 6.1.B. shall diminish Pipeline's obligation to deliver quantities at Primary Delivery Points which, when totaled, equal Customer's MDTQ.
 - 3. Upon request by Customer, Pipeline will establish an MDDO at any Primary Delivery Point under the executed Service Agreement.
 - C. Customer shall have the rights set forth in GT&C 11A.4.G. based on the Primary Receipt Point stated in the executed Service Agreement, except that Pipeline and Customer may mutually agree on an not unduly discriminatory basis that the Applicable Market Center Point (as defined in GT&C 11A.4.G.) for the Primary Receipt Point shall be on a Secondary basis under the following circumstances: (a) Pipeline can operationally deliver the MDTQ from the Primary Receipt Point to the Primary Delivery Point; (b) the Applicable Market Center Point that corresponds with the Primary Receipt Point can only be provided on a Primary basis subject to the construction of certain facilities; and, (c) Customer does not desire to pay for such facilities and agrees to accept access to the Applicable Market Center Point on a Secondary basis.
- 6.2 Any Customer receiving service pursuant to 18 C.F.R. Part 284 under this Rate Schedule may also nominate service as provided under Section 11A of the General Terms and Conditions of this Tariff, utilizing Secondary Receipt and Delivery Points.
- A. Pipeline will offer such requesting Customer the most current master Secondary Receipt and Delivery Point list, as published on Pipeline's Electronic Bulletin Board.
 - B. Pipeline may receive or deliver quantities for Customer at each Secondary Receipt or Delivery Point, up to the MDTQ at each Receipt Point and up to the MDDO or MDTQ at each Delivery Point; provided, however, that the aggregate receipts and/or deliveries, at Primary and Secondary points under the Service Agreement, shall not exceed Customer's MDTQ.
 - C. Any Customer receiving service pursuant to 18 C.F.R. Part 284 under this Rate Schedule at less than maximum rates shall be entitled to use Secondary Receipt and Delivery Points at the lower priority established under Section 11A.4.A.3. of the General Terms and Conditions of this Tariff. If such Customer agrees to pay the maximum rate under this rate schedule for such service, then Customer shall be entitled to use such Secondary points at the priority established under Section 11A.4.A.2. of the General Terms and Conditions.
 - D. Pipeline will cooperate fully and use good faith and reasonable efforts to make Secondary point capacity available to Customers; provided, however that Customer's right to use any particular Secondary Receipt or Delivery Point will be limited: (1) by the physical take-away capacity of the

market at that point; and (2) by Pipeline's operational ability to provide capacity at that point without limiting a firm Customer's scheduled use of a Primary point or imposing an operational flow order on any part of Pipeline's system.

7. Equalization of Receipts and Deliveries

Any imbalances in receipts and deliveries arising from transportation service that Pipeline provides to Customer pursuant to a Service Agreement under this Rate Schedule shall be rectified through use of Customer's storage entitlements, as set forth in Section 9 of this Rate Schedule. Consistent with Section 9 of this Rate Schedule, daily deliveries of gas by Pipeline to Customer shall be approximately equal to daily receipts of gas by Pipeline from Customer for transportation, including gas withdrawn from storage for Customer, less any gas retained by Pipeline in providing such transportation service. Pipeline shall have no obligation to take receipt of gas on any Day that equivalent quantities of gas cannot be delivered to Customer or injected for Customer's account pursuant to Section 9 below, and Pipeline shall have no obligation to deliver gas to Customer on any Day that Customer fails to deliver equivalent quantities to Pipeline or does not have gas available for withdrawal from storage pursuant to Section 9 below; provided, however, that this Section shall authorize Pipeline to suspend service only to the extent that Customer's receipts and deliveries are not equivalent.

8. Transportation of Gas Withdrawn Under Rate Schedule GSS

8.1 Any Customer that buys firm storage service under Rate Schedule GSS of this Tariff, and that desires to have gas withdrawn from storage pursuant to the Storage Service Agreement delivered to points other than Pipeline's storage pool withdrawal points, shall be eligible for firm transportation service pursuant to this Section 8; provided, however, that nothing herein shall preclude Customer from electing to transport gas withdrawn from storage pursuant to any other transportation arrangement.

8.2 Customer shall execute a Service Agreement with Pipeline ("the FTNN-GSS Service Agreement") for quantities of firm transportation service pursuant to this Rate Schedule as follows:

- A. An MDTQ, which is equal to Customer's Storage Demand; and
- B. An MATQ, which is equal to Customer's Storage Demand multiplied by 151.

8.3 Service elected under this Section 8 shall be utilized only during the Winter Period, and the applicable Reservation charge shall be billed only during the Winter Period. All charges otherwise applicable to service under this Rate Schedule, as listed under Sections 5.1.B - 5.1.E., above, shall apply to all services rendered under this Section 8.

8.4 The FTNN-GSS Service Agreement shall specify points at which Pipeline withdraws gas from storage as Primary Receipt Points. The Primary Delivery Points shall be as mutually agreed upon by Customer and Pipeline.

8.5 Any Customer contracting for service under this Section 8 may add Secondary points to the executed FTNN-GSS Service Agreement pursuant to Section 6 above, subject to the limitations set forth in Section 6 of this Rate Schedule, Section 8 of Rate Schedule GSS, and Section 11B of the General Terms and Conditions of this Tariff.

8.6 Customers pursuant to this Section 8 are also subject to all provisions of this Rate Schedule and the General Terms and Conditions of this Tariff.

9. No-Notice Service

9.1 General Procedure

- A. Customer shall nominate firm storage and transportation services in accordance with applicable Rate Schedules and the General Terms and Conditions of Pipeline's Tariff.
- B. Each Day, Customer's storage will be used for balancing deliveries to Customer or Customer's Transporter with its nominations. Pipeline may require Customer to adjust storage nominations to reflect balancing accomplished through Customer's actual withdrawals and injections. Daily injection and withdrawal charges otherwise applicable to such daily balancing will be netted on a monthly basis.

9.2 Overdeliveries of Transportation Quantities to Pipeline.

- A. Overdeliveries of any firm transportation gas to Pipeline by Customer will be injected into Customer storage for Customer's account. If quantities injected for Customer's account exceed the GSS Storage Capacity, under Customer's executed Service Agreement, Customer shall be subject to the Storage Capacity overrun provisions of such Rate Schedule.
- B. If on any Day overdeliveries described in Section 9.2.A. exceed Customer's prescribed Maximum Daily Injection Quantities under Rate Schedule GSS, Pipeline shall accept such gas for injection under the terms and conditions of Rate Schedule GSS. Otherwise, such overdeliveries will be subject to the excess Unauthorized Overrun provisions of Pipeline's storage rate schedules.
- C. Pipeline shall post on its EBB the options available to Customer to minimize or avoid the overrun charges described in this Section. Such posting shall include alternative services offered by Pipeline.

9.3 Underdeliveries of Transportation Quantities to Pipeline.

- A. Subject to the limitations set forth in this Section 9, the prior notice required by Customer's Transporter, if any, and confirmation by Customer's Transporter that it will accept tendered quantities, Pipeline shall compensate for any underdeliveries of firm transportation gas to Pipeline by Customer by withdrawing quantities for Customer from Customer's storage account, up to Customer's GSS daily withdrawal entitlements, and delivering such quantities to Customer pursuant to this Rate Schedule or Customer's FTNN-GSS Service Agreement.
- B. In the event that Pipeline is compensating for underdeliveries, and such underdeliveries are greater than the total of Customer's Rate Schedule GSS daily withdrawal entitlements, plus any confirmed transportation nominations, Pipeline shall deliver additional quantities from Customer's storage account under the terms and conditions and at the rate set forth in Section 9.8 below.

9.4 Coordination with other Rate Schedules

- A. Excess Injections. An Unauthorized Injection Overrun charge under Rate Schedule GSS shall apply for each dekatherm of storage injections in excess of Customer's Maximum Daily Injection Quantities under Rate Schedule GSS.
- B. Excess Deliveries to Customer. If on any Day, Customer takes quantities from Pipeline in excess of 102 percent of: (1) nominated and confirmed firm transportation quantities, and (2) firm transportation service entitlements under this Section 9 or otherwise under this Rate Schedule, available for withdrawals under Rate Schedule GSS (including any agreed upon "From Customer's Balance" quantities); then any such excess deliveries shall be deemed transportation overruns, and shall be addressed in accordance with Section 11, below. In the event that Customer takes Excess Withdrawals pursuant to Section 35.3.C of the General Terms and Conditions of this Tariff, as appropriate for the storage service held by Customer, such takes will be subject to the excess service provisions of the GSS Rate Schedule. Provided, however, that no charge for excess

service will be assessed until after notice by Pipeline and opportunity for Customer to cure within 24 hours by redelivering supplies to Pipeline at Receipt Points specified by Pipeline.

- C. All operating terms and conditions under Rate Schedule GSS and Section 11B of the General Terms and Conditions of this Tariff shall also apply to any injections of gas into storage or withdrawals of gas from storage pursuant to this Rate Schedule.
- D. Pipeline shall post on its EBB the options available to Customer to minimize or avoid the excess service charges described in this Section. Such posting shall include alternative services offered by Pipeline.

9.5 Hourly Fluctuation in Deliveries. During any 24-hour period, Customers shall be permitted such hourly fluctuations in deliveries by Pipeline at each Primary Delivery Point as Pipeline may be able to provide without adversely affecting Pipeline's ability to provide other firm services.

- A. Pipeline will make all reasonable efforts to identify conditions, in advance, that could trigger the hourly limit OFO under this section. When such conditions are identified, Pipeline will issue the OFO advisory to notify Customer via e-mail or telecopy of the condition at least four hours in advance of the issuance of such an hourly limit OFO, to permit voluntary action to be taken by Customer. Customer will take whatever action it may deem appropriate. Pipeline may issue an OFO advisory when operating circumstances could cause reduced pressures or flow rates, including transient flow rates, at any delivery point to a level below that required to reliably serve Pipeline's customers at their existing firm contract levels, because: customers have exceeded or are about to exceed their firm contract levels at any delivery point; or, given predicted weather patterns, customers may take delivery of gas in excess of Pipeline's daily or hourly capability at any delivery point; or, actual or expected flows at any delivery point will be greater than 80 percent of maximum firm contract levels on a primary basis.
- B. In the event that Pipeline determines that hourly quantities delivered to Customer at any Delivery Point are in excess of the quantities that Pipeline can deliver without jeopardizing Pipeline's ability to provide firm services to any customer, then Pipeline may issue such an OFO under this section in the following circumstances:
 - 1. operating circumstances have caused or are likely to cause reduced pressures or flow rates, including transient flow rates, at any delivery point, to a level below that required to reliably serve Pipeline's customers at their existing firm contract levels; or,
 - 2. gas flows at any delivery point are expected to exceed either 100 percent of maximum firm contract levels on a primary basis or the hourly capability at any delivery point.
- C. Upon issuance of an hourly flow limit OFO, Customer shall reduce its receipts from Pipeline at such Delivery Point(s) to the level required by Sections 9.5.D. and 9.5.E. below within the time stated in the OFO. Provided, however, that Customer shall be required to commence such reductions no earlier than the top of the first hour following a minimum one-hour notice from Pipeline. Where circumstances reasonably permit, Pipeline shall make all reasonable efforts to provide additional time for Customer to commence reduced receipts upon issuance of an hourly flow limit OFO. It is understood that such reductions in deliveries will be attributed first to interruptible volumes flowing through Customer's Delivery Point(s) that are affected by the operational flow order. Customer shall be responsible for allocating quantities at each such Delivery Point consistent with this principle.
- D. If Customer's executed Service Agreement specifies an MDDO for a Primary Delivery Point, then during any 24-hour period in which the OFO described in Section 9.5.C. is in effect, Customer shall be limited to the following hourly fluctuations at each such point:

1. 120% of 1/24th of the MDDO in any one hour;
 2. 115.7% of 3/24ths of the MDDO in any three consecutive hours;
 3. 112.6% of 5/24ths of the MDDO in any five consecutive hours;
 4. 104.2% of 12/24ths of the MDDO in any twelve consecutive hours.
- E. If Customer's executed Service Agreement does not specify an MDDO then Customer shall reduce its receipts from Pipeline to the level specified in the OFO at the designated Delivery Point(s).
- F. If Customer fails to reduce its receipts from Pipeline at any Delivery Point as required by the OFO issued under Section 9.5.A. above, then any hourly deliveries at such point in excess of the quantities specified in the OFO shall be subject to a penalty per Dt equal to the higher of \$25.00 or three times the Penalty Index Price. On any Day, Pipeline will assess the penalty by Customer only once, on the largest overrun experienced by Customer during the Day.
- G. Where Pipeline's deliveries to Customer at any Primary Delivery Point are dependent upon deliveries made by Pipeline's Transporter or Customer's Transporter, then Pipeline's ability to provide hourly fluctuations pursuant to this Section 9. may be limited by the notice, dispatching and confirmation requirements of Pipeline's Transporter or Customer's Transporter and this Tariff.
- 9.6 Maximum Daily Quantities. The total of Customer's deliveries at all Primary and Secondary Delivery Points during any Day shall not exceed Customer's daily confirmed nominations of firm transportation quantities, plus its withdrawal entitlements under Rate Schedule GSS, plus any gas delivered "From Customer's Balance" under the terms of Section 9.8 of this Rate Schedule.
- 9.7 Adjustment of Nominations. Within 24-hours from the time information is provided by Pipeline, Customer may adjust daily storage nominations to reflect actual deliveries. Customer may not make retroactive adjustments to firm transportation to avoid hourly penalties, with the exception of FTNN-GSS transportation service used to deliver gas withdrawn from storage to Customer.
- 9.8 Limited Availability of Withdrawals in Excess of Entitlement. Pipeline may permit Customer to replace lost supplies or to meet unanticipated demands that require withdrawals in excess of Customer's withdrawal entitlements under Rate Schedule GSS out of Customer's own Storage Gas Balance as follows:
- A. Any Customer desiring service under this Section 9.8 shall request that Pipeline deliver excess quantities from storage pursuant to the "From Customer's Balance" provisions of Pipeline's Rate Schedule GSS. Where Customer is served under two or more storage rate schedules or Service Agreements, Customer shall specify the Rate Schedule and Service Agreement under which it is requesting such service.
 - B. Pipeline will accommodate such request, provided that such request is made: (1) during a non-peak storage withdrawal period; (2) when an operational flow order limiting storage withdrawals is not in effect; (3) when storage inventories are at or above levels that will enable Pipeline to provide such service without limiting firm services to other customers or imposing an operational flow order on Pipeline's system; (4) when Customer's Storage Gas Balance is equal to or greater than the excess gas requested; and (5) Customer has provided prior notice as required by Customer's Transporter, if any, and Customer's Transporter has confirmed to Pipeline that it will accept the tendered quantities.
 - C. Pipeline will issue an operational flow order in accordance with Section 11B of the General Terms and Conditions of this Tariff when conditions preclude use of the "From Customer's Balance" provisions on either a system-wide basis or on any particular segment of Pipeline's system.

- D. For any storage quantities delivered hereunder in excess of 102% of Customer's daily withdrawal entitlement under Rate Schedule GSS Pipeline will charge Customer the "From Customer's Balance" rate. Customer's Storage Gas Balance under one or more of these Rate Schedules will be reduced by all quantities delivered including those delivered in excess of Customer's combined daily withdrawal entitlement.

9.9 Terms of No-Notice Service.

- A. Customer will be entitled to receive no-notice service under this Section 9 only if Customer is complying with all protocols and operational flow orders that affect Pipeline's ability to provide firm services to any Customer at the time Customer requires the service.
- B. Pipeline has no obligation under this Rate Schedule to arrange for reliable supplies to back up Customer's nominations of supplies deliverable to Pipeline, for firm transportation and/or no-notice service from other pipelines, or for other suppliers or storage to back up Customer's supplies that are nominated for delivery to Pipeline.
- C. To provide no-notice service, Pipeline will use Customer's storage, and will have the authority to withdraw gas from Customer's storage as necessary to meet Customer's demand; provided, however, that in using such authority, Pipeline will continue to satisfy all firm contractual obligations to its Customers.

10. Small Customers

Customer shall be eligible for the rate treatment specified in Section 5.4, above, if: (1) Customer agrees in its Service Agreement to take its full daily entitlements under this Rate Schedule and Rate Schedule GSS, prior to taking delivery of gas from any other pipeline and prior to taking gas transported pursuant to the terms of Pipeline's Rate Schedule IT or MCS or Section 23 of the General Terms and Conditions of this Tariff (Capacity Release); and (2) Customer was entitled to service under Pipeline's former Rate Schedules SCR or SCQ on May 18, 1992.

11. Transportation Overruns

11.1 Unauthorized Overruns

- A. **Daily Deliveries.** In the event Customer receives from Pipeline on any Day during a billing month, a quantity of gas in excess of 102 percent of Customer's applicable MDTQ, then Customer shall pay Pipeline an unauthorized overrun charge as set forth on Tariff Record No. 10.80 for all gas received by Customer that exceeds 102 percent of Customer's MDTQ, unless such overruns are deemed authorized in accordance with Section 11.2 or 11.3 below.
- B. **Annual Deliveries.** In the event Customer receives from Pipeline during any Contract Year a total quantity of gas in excess of 102 percent of Customer's MATQ under any particular Service Agreement, Customer shall pay Pipeline an unauthorized overrun charge as set forth on Tariff Record No. 10.80 for all gas received under that Service Agreement that exceeds 102 percent of Customer's MATQ, unless such overruns are deemed authorized in accordance with Section 11.2 or 11.3 below.
- C. Any unauthorized overrun charge shall be billed for the month in which any such excess occurs, and shall be in addition to the fuel retention percentage applicable under this Rate Schedule. Each unauthorized overrun charge shall be separately assessed and payable in any month. For each Dt received by Customer that exceeds both the MDTQ and MATQ under a Service Agreement, only one unauthorized overrun charge shall be imposed.

- D. The payment of a charge for unauthorized overruns shall not under any circumstances be construed as giving Customer the right to take such overruns; nor shall payment be construed as a substitute for any other remedies available to Pipeline or to any other Customer against the Customer receiving the unauthorized overrun for failure to adhere to its obligations under the provisions of this Rate Schedule, the Service Agreement or the General Terms and Conditions of this Tariff.
- E. Pipeline shall post on its EBB the options available to Customer to minimize or avoid the overrun charges described in this Section. Such posting shall include alternative services offered by Pipeline.

11.2 Deliveries described in Sections 11.1.A. and 11.1.B. above shall be unauthorized unless:

- A. Pipeline, in its sole reasonable discretion, on a non-discriminatory basis, determines that capacity exists for Pipeline to receive from and deliver such quantities to Customer, for a charge equal to the maximum rates applicable to Pipeline's interruptible transportation service and agrees to receive and deliver such quantities; and
- B. Customer requests such receipts and deliveries no less than 24 hours in advance for periods of up to 72 consecutive hours; and
- C. Such receipts and deliveries would not disrupt existing firm service, or existing interruptible service scheduled and commenced by Pipeline; and
- D. Such receipts and deliveries would not adversely affect operations on Pipeline's system, as determined by, and in the sole reasonable discretion of, Pipeline; and
- E. Customer nominates and tenders to Pipeline quantities of gas equal to the quantities of gas delivered by Pipeline to Customer.

11.3 Overruns Caused by Pipeline's Actions. Deliveries described in Sections 11.1.A. and 11.1.B. above shall not be deemed to be an overrun for purposes of Section 11 of this Rate Schedule if:

- A. Pipeline exercises complete and unrestricted control through utilization of flow control devices over the quantity delivered to Customer and Customer's receipts of gas at the Delivery Point at which the overrun occurred; and
- B. Such excess deliveries were caused solely by Pipeline's actions or omissions.

11.4 Determination of Unauthorized Transportation Overruns. An unauthorized transportation overrun occurs when a transportation Customer takes delivery of more transportation gas than the allowed MDTQ under its transportation Service Agreement and no other services are available to compensate for the variation between nominated and delivered quantities.

12. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

IT RATE SCHEDULE
Interruptible Transportation Service

1. Availability

1.1 This Rate Schedule is available for transportation service by Dominion Energy Transmission, Inc. ("Pipeline") on behalf of any person ("Customer") where:

- A. Customer has requested interruptible transportation service pursuant to Section 11A of the General Terms and Conditions of Pipeline's Tariff; and
- B. after review and acceptance of such request by Pipeline, Customer has entered into a Service Agreement with Pipeline for transportation service under this Rate Schedule in the form of Service Agreement contained in this Tariff; and
- C. Customer is willing and able to pay the rates agreed to by Pipeline and Customer; unless Pipeline and Customer agree otherwise, the rates will be not less than the minimum and not greater than the maximum rates hereunder, in accordance with the General Terms and Conditions of this Tariff.

1.2 Service under this Rate Schedule shall be made available in accordance with the scheduling provisions of Section 11A.4 of the General Terms and Conditions of this Tariff; provided, however, that Pipeline is not required to provide any requested transportation service for which capacity is not available or that would require the construction or acquisition of any new facilities.

2. Applicability and Character of Service

This Rate Schedule shall apply to all natural gas transported under an executed Service Agreement that conforms to the form of Service Agreement contained in this Tariff. Pipeline shall receive from Customer quantities of natural gas tendered for transportation hereunder, at times when system capacity is available, up to the MDTQ specified in the Service Agreement and deliver to Customer equivalent quantities at the Delivery Point(s). Service under this Rate Schedule shall be rendered on an interruptible basis and shall be subject to the availability of and allocation of capacity, as provided for in the General Terms and Conditions of this Tariff.

3. Daily Quantities

The executed Service Agreement shall specify an MDTQ (Maximum Daily Transportation Quantity), as defined in Section 1.2 of the General Terms and Conditions of this Tariff. Pipeline shall also receive, at the Receipt Point(s), an amount for fuel retention and charges.

4. Rate

The applicable maximum and minimum rates and charges per Dt for deliveries shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

5. Monthly Bill

5.1 For service under this Rate Schedule, Customer shall pay Pipeline each month the following amounts:

- A. A Usage Charge. A charge per Dt for all gas delivered during the billing month.

- B. An amount to reimburse Pipeline for the filing fees associated directly with the transportation service and paid to the Federal Energy Regulatory Commission.
 - C. Cost of facilities as described in Section 20 of the General Terms and Conditions;
 - D. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Pipeline will retain the percentage(s) of receipts set forth on Tariff Record Nos. 10.5 as the Transportation Service Fuel Retention Percentage; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.
- 5.3 Pipeline may elect to offer to transport at a rate that is below the maximum but no less than the minimum rates set forth on Tariff Record Nos. 10.5 as applicable to this Rate Schedule. However, Pipeline is not obligated to offer to transport gas at any rates less than the maximum rates.
- 5.4 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Section 5.1.A of this Rate Schedule.
6. Minimum Monthly Bill
- None, unless Pipeline and Customer agree otherwise as provided in Section 5.4, above.
7. Receipts and Deliveries
- 7.1 Customer will make deliveries up to the MDTQ to Pipeline at Receipt Points on Pipeline's system and will take deliveries of equivalent quantities from pipeline through Pipeline's existing Delivery Points, as agreed upon in the executed Service Agreement. Customer will also deliver to Pipeline, at the Receipt Points, an amount for fuel retention.
- 7.2 Customer may nominate deliveries to Pipeline at any Receipt Point specified on the most current Master Receipt Point List, as published on Pipeline's EBB. Receipt Points need not be stated in Customer's Service Agreement.
8. Equalization of Receipts and Deliveries
- 8.1 Daily deliveries of gas by Pipeline to Customer, hereunder, shall be approximately equal to receipts of gas by Pipeline from Customer for transportation hereunder less any gas retained by Pipeline in providing such transportation service. Pipeline shall have no obligation to take receipt of gas on any Day that Customer fails to take delivery of equivalent quantities of gas tendered by Customer at the Delivery Points, and Pipeline shall have no obligation to deliver gas to Customer on any Day that Customer fails to deliver equivalent quantities to Pipeline at the Receipt Points. If, despite Customer's obligation to balance, Pipeline determines at the end of any month that deliveries hereunder by Pipeline were greater or less than the corresponding receipts of gas by Pipeline for transportation, less any gas retained, Pipeline will notify Customer via its EBB no later than the 9th Business Day of the succeeding month of any excess or deficiency in receipts. Customer may correct such excess or deficiency in receipts within twenty (20) Days after Customer receives such EBB notification of the month-end imbalance from Pipeline. If an imbalance is not (i) corrected within twenty Days or, to the extent not cured in-kind, either (ii) traded in accordance with Section 40 of the General Terms and Conditions, or (iii) resolved through any other imbalance management options offered by Pipeline and others, then Pipeline will (i) transfer the imbalance to Customer's balance under its Rate Schedule MCS Service Agreement or (ii) if Customer does not have such Service Agreement in effect, first create an MCS Service Agreement and then transfer such balance, and (in either case) assess the maximum rate for Balancing Service under Rate Schedule MCS for each Day that the imbalance remains on the system beginning on the date that Customer is notified of the end-

of-month imbalance. To the extent that MCS Balancing Service is not available or Customer does not qualify for such service, Pipeline shall have the right to correct an imbalance by: (i) immediately suspending deliveries to Customer or, if that does not cure the imbalance, purchasing gas to make up deficiencies in receipts and charging Customer for the verifiable cost of such gas; or (ii) immediately suspending receipts from Customer or, if that does not cure the imbalance, treating excess receipts as unauthorized gas under Section 29 of the General Terms and Conditions. Pipeline shall not impose fees otherwise applicable under this section that result from in-kind cures and imbalance trades undertaken by Customer in good faith reliance on monthly imbalance data that Pipeline has reported in error. Service to Customers delivering to a delivery point covered by FTNN service or to a downstream pipeline will be balanced by the FTNN service or downstream pipeline.

- 8.2 Customer must nominate and schedule any receipts or deliveries of gas intended to cure imbalances under the Service Agreement, in accordance with Section 11A of the General Terms and Conditions of this Tariff. Such scheduled receipts or deliveries of gas shall be deemed to be the last gas through the meter for purposes of calculating Customer's monthly bill and the applicability of the imbalance charges set forth in Section 8.1, above.
9. Prior Rate Schedules Superseded
 - 9.1 This Rate Schedule cancels and supersedes Pipeline's Rate Schedules for interruptible transportation service: T, AIC, and TI.
 - 9.2 Service performed as of the date of the effectiveness of this Rate Schedule under Pipeline's former Rate Schedule TI will be performed under this Rate Schedule, subject to the General Terms and Conditions of this Tariff.
10. Operational Flow Orders
 - 10.1 A Customer receiving service under this Rate Schedule may be subject to certain operational flow orders ("OFO's") issued by Pipeline to: (a) alleviate conditions that threaten the operational integrity of Pipeline's system; (b) maintain pressures necessary for Pipeline's operations; (c) insure adequate flowing supplies are delivered to specific Receipt Points on Pipeline's system; or (d) alleviate operational problems arising from overdeliveries or underdeliveries by Customer in violation of its Service Agreement and/or applicable Rate Schedule, as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff.
11. General Terms and Conditions
 - 11.1 The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with this Rate Schedule, shall apply to and are made a part of this Rate Schedule.
 - 11.2 Applicable provisions of the General Terms and Conditions include, without limitation, Section 11B (Operational Flow Orders). Customer may be subject to operational flow orders issued by Pipeline, as set forth in detail in Section 11B.4.

MCS RATE SCHEDULE
Market Center Services

1. Availability

1.1 This Rate Schedule is available to any person ("Customer") for the purchase of any combination of Market Center Services from Dominion Energy Transmission, Inc. ("Pipeline"), if Pipeline and Customer have entered into a Market Center Service Agreement ("MCS Agreement") that conforms to the form of Service Agreement contained in this Tariff.

1.2 Service under this Rate Schedule will be made available in accordance with the scheduling provisions of Section 11A.4 of the General Terms and Conditions of this Tariff, to any Customer willing and able to pay maximum rates hereunder, or such other rate mutually agreed upon by Pipeline and Customer, subject to all applicable provisions of the General Terms and Conditions. Pipeline is not required to provide any requested Market Center Service under this Rate Schedule for which Pipeline determines that capacity is not available, or that would interfere with Pipeline's performance of its firm service obligations.

2. Applicability and Character of Service

This Rate Schedule shall govern Market Center Services rendered by Pipeline to Customer, as agreed upon in an executed MCS Agreement of the form contained in this Tariff. The Market Center Services offered by Pipeline under this Rate Schedule include:

2.1 **Balancing Service.** Balancing Service is an interruptible service, under which Pipeline provides Customer with a Balancing Point on Pipeline's system. Upon nomination by Customer, Pipeline will receive or deliver a quantity of gas at a Balancing Point for Customer's account, and will maintain the Balance Quantity for up to fifteen Days. Upon subsequent Customer nomination during the fifteen-Day period, Pipeline will either return or receive the Balance Quantity, on an interruptible basis, at the Balancing Point.

2.2 **Wheeling Service.** Upon Customer nomination, Pipeline will provide interruptible transportation service from a Receipt Point or a Balancing Point to a Delivery Point on Pipeline's system.

3. Market Center Services Quantity

The executed MCS Agreement shall specify a Maximum Market Center Services Quantity, which shall reflect the Customer's aggregate entitlement to quantities of Balancing Service, and Wheeling Service.

4. Rate

The rates and charges payable by Customer under this Rate Schedule shall include all applicable rates and charges set forth at the currently effective Tariff Record No. 10.1 of this Tariff. These rates and charges are incorporated herein by reference.

5. Monthly Bill

5.1 For Market Center Services provided under this Rate Schedule, Customer shall pay Pipeline each month the following:

A. **A Daily Balancing Charge.** A charge per Dt of gas received or delivered by Pipeline at any Balancing Point for Balancing Service to be applied on each Day of Balancing Service.

B. **A Wheeling Charge.** A charge per Dt of natural gas transported by Pipeline under the MCS Agreement for Customer's account, from a Receipt Point to a Delivery Point.

- C. Any penalties applicable to insufficient or excess daily receipts or deliveries under this Rate Schedule, as required under Section 10, below.
 - D. An amount to reimburse Pipeline for any applicable filing fees associated directly with Customer's Market Center Services and paid to the Federal Energy Regulatory Commission.
 - E. Cost of facilities as described in Section 20 of the General Terms and Conditions;
 - F. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentages of gas received for Market Center Services as set forth on Tariff Record No. 10.1; provided, however, that Pipeline will not retain fuel in those instances where the transaction does not cause Pipeline to use fuel.
- 5.3 If Customer fails to satisfy the clearance requirement set forth in Section 8.5, below, then Pipeline shall retain quantities of gas in accordance with Section 10, below.
- 5.4 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.B of this Rate Schedule.
6. Minimum Monthly Bill
- None, unless Pipeline and Customer agree otherwise as provided in Section 5.4, above.
7. Points Available for Market Center Services
- Any Point specified upon Pipeline's then-effective Master Receipt Point List or Master Delivery Point List, as posted on Pipeline's Dekaflow™ System, shall be available as a Balancing Point, Receipt Point, or Delivery Point, for Market Center Service requests. Requests for service hereunder are subject to Pipeline's determination that sufficient capacity is available to accommodate the nominated quantity of Market Center Services.
8. Balancing Service
- 8.1 General Procedure. For any Day when Customer desires Pipeline to balance gas for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires Pipeline to receive or deliver for Balancing on such Day, and the desired Balancing Point. When Customer's nominations are confirmed and scheduled as required by the General Terms and Conditions of this Tariff, Pipeline shall receive or deliver for Customer's account on such Day the quantity of gas so nominated, subject to the limitations set forth in this Rate Schedule. Once delivered or received by Pipeline, such gas shall constitute a Balanced Quantity at that Balancing Point.
- 8.2 Receipt or return of Balanced Quantities. For any Day when Customer desires Pipeline to receive or return quantities of gas at a Balancing Point at which Pipeline has delivered or received Balanced Quantities for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas that Customer desires Pipeline to receive or return from Balancing on such Day, and the affected Balancing Point. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall either receive from or shall return to Customer or Customer's Transporter on such Day the quantity of gas so nominated, to the extent that Pipeline's operational conditions permit, and subject to the limitations set forth in this Rate Schedule.

- 8.3 Customer may deliver or receive Balanced Quantities from Pipeline at a location other than the Balancing Point, by nominating Wheeling Service in accordance with Section 9 of this Rate Schedule, or by utilizing any other transportation service entitlements that Customer may have with Pipeline.
- 8.4 In the event that Pipeline receives, returns or delivers quantities in excess of the existing Balanced Quantities for Customer's account at any given Balancing Point, then the excess shall also constitute Balanced Quantities, and shall be subject to the availability and procedural limitations hereunder.
- 8.5 Clearance Requirement. Customer is required to reduce its Balanced Quantity at each individual Balancing Point to zero, within fifteen Days of the receipt or delivery of such quantity for Balancing Service. This requirement is to be satisfied for each quantity balanced with Pipeline; however, Customer is not required to clear its Balanced Quantity simultaneously at all Balancing Points being utilized by Customer.
9. Wheeling Service
- 9.1 General Procedure. For any Day when Customer desires the delivery of quantities from a Receipt Point to a Delivery Point, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas to be delivered under this Section 9 during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer or Customer's Transporter at the Delivery Point(s) the quantity of gas so nominated, subject to each of the limitations set forth in this Rate Schedule.
- 9.2 Customer shall have an obligation to equalize the quantities provided for Wheeling Service under this Rate Schedule, which shall correspond to the equalization requirements that are established by Section 8 of Rate Schedule IT.
10. Penalties
- 10.1 Failure to Comply with Monthly Clearance Requirement.
- A. If Customer fails to comply with the provisions of Section 8.5 of this Rate Schedule during any month, then Customer shall be subject to a penalty equal to two times the effective fuel retention percentage applicable to Wheeling Service under this Rate Schedule, for each Dt that Customer failed to clear from any individual Balancing Point. Pipeline shall collect this penalty by deducting the applicable quantity of gas from Customer's Parked Quantity at the applicable Balancing Point.
- B. Quantities left in Balancing Service after Pipeline provides notice and an opportunity to cure, or after expiration of an applicable MCS Agreement, are subject to confiscation by Pipeline in accordance with Section 29 of the General Terms and Conditions of this Tariff.
- C. Pipeline shall credit all gas collected hereunder to Pipeline's TCRA, as defined in Section 15 of the General Terms and Conditions of this Tariff using the Valuation Method defined in Section 15.5.E.
- 10.2 Any penalties shall be billed for the month in which the penalty is incurred, and shall be in addition to charges otherwise payable under this Rate Schedule. Each penalty shall be separately assessed and payable in any month.
- 10.3 The payment of a penalty for any conduct shall not be construed as giving any Customer the right to engage in such conduct; nor shall payment be construed as a substitute for any other remedy available to Pipeline or to any other Customer against the Customer incurring a penalty for failure to adhere to its obligations under this Rate Schedule, the MCS Agreement, or the General Terms and Conditions of this Tariff.
11. Limitations on Market Center Services

- 11.1 Notice Required. Customer shall give Pipeline notice of nominations for Market Center Services, including notice of requests for the receipt, return or delivery of Balanced Quantities, consistent with the requirements of Section 11A of the General Terms and Conditions of this Tariff.
- 11.2 Scheduling. Customer may nominate to Pipeline quantities for Market Center Services under this Rate Schedule, at any point identified in accordance with Section 7, above. Pipeline shall endeavor to provide on any one Day as much of Customer's nominations for such Market Center Services as operating conditions will permit, in accordance with the scheduling provisions of Section 11A of the General Terms and Conditions; provided, however, that if the total of all nominations for Market Center Services at a given point exceed the total quantity that Pipeline is able to park, receive or cause to be received, or deliver or cause to be delivered, then nominations for additional Market Center Services on such Day shall be allocated at that point based upon each Customer's actual, confirmed nomination for Market Center Services at that point.
- 11.3 Interruption. In the event of an interruption of services under this Rate Schedule, Customer may be subject to the following conditions:
- A. Customer may be required to accept return or delivery of gas from Balancing Service on short notice; or
 - B. Pipeline may not accept or confirm nominations for Market Center Services at points where Pipeline has determined that capacity is not available; or
 - C. Customer may be required to limit Balancing Service or Wheeling Service nominations to identified Balancing, Receipt and/or Delivery Points; or
 - D. Customer may be required to delay the receipt, return or delivery of gas from Balancing Service. In the event that Pipeline is unable to return or deliver Balanced Quantities within the fifteen-Day limitation otherwise applicable to Balancing Service, despite Customer's bona fide nomination to receive, return or deliver gas from Balancing Service, then Pipeline shall allow such quantities to remain in Balancing Service until Pipeline notifies Customer that such Balanced Quantities must be received, returned or delivered from Pipeline's system within 48 hours. Upon the lapse of this 48-hour period, Customer shall be liable for penalties upon subsequent failure to satisfy the requirements of Section 8.5, above.
- 11.4 Pipeline may issue an operational flow order to limit services under this Rate Schedule, in accordance with Section 11B of the General Terms and Conditions of this Tariff.

12. General Terms and Conditions

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

GSS RATE SCHEDULE
General Storage Service

1. Availability

1.1 This open-access Rate Schedule is available to any person ("Customer"), its assignee or Replacement Customer, without undue discrimination or preference, for the purchase of natural gas storage service from Dominion Energy Transmission, Inc. ("Pipeline"), where:

- A. Customer has entered into a Service Agreement prior to April 1, 2002, or has been awarded capacity in accordance with Section 23, 24, or 43 of the General Terms and Conditions ("GT&C") of this Tariff. And,
- B. Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Part 284 storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
- C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested services for which it does not have such available capability, or that would require Pipeline to construct or acquire any new facilities, except as provided in GT&C Section 37.

2. Applicability and Character of Service

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the Service Agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

3. Storage Demand and Capacity

The executed Service Agreement shall specify the Storage Demand and the Storage Capacity, as defined in the General Terms and Conditions of this Tariff.

4. Rate

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

5. Monthly Bill

5.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:

- A. A Storage Demand Charge. A charge per month per Dt of Storage Demand.

- B. A Storage Capacity Charge. A charge per month per Dt of Storage Capacity.
 - C. An Injection Charge. A charge per Dt for all gas injected during the billing month.
 - D. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
 - E. A "From Customer's Balance" Charge. A charge per Dt for all gas withdrawn for Customer under Section 9 of this Rate Schedule, during the billing month.
 - F. Any Applicable Penalties. For excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 35.3 of the General Terms and Conditions.
 - G. A GSS-TETCO Charge. A charge per Dt for all gas withdrawn during the billing month. This charge shall apply only to service rendered under this Rate Schedule to former customers of Texas Eastern Transmission Corporation under Texas Eastern's Rate Schedule(s) SS-2 and/or SS-3.
 - H. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 5.3 In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 35.3.D of the General Terms and Conditions.
- 5.4 Notwithstanding the provisions of Sections 5.1-5.3, for any Day during the Summer Period that a Customer gives Pipeline both (a) notice under Section 7 of this Rate Schedule for injections into storage, and (b) notice under Section 8 of this Rate Schedule for withdrawals from storage, to the extent that quantities tendered for injection and the quantities requested to be withdrawn are equal and such quantities are redelivered by Pipeline at the same injection/withdrawal point for subsequent transportation, the injection withdrawal charges in Section 5.1 above shall not apply. Instead, there shall be a Usage Charge of \$0.01 per dekatherm times the quantity of gas tendered for injection plus \$0.01 per dekatherm times the quantity of gas requested for withdrawal. To the extent that such quantities tendered for injection and requested for withdrawal are not equal, the injection/withdrawal charges reflected on the currently effective Tariff Record No. 10.30 shall apply to the net difference.
- 5.5 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E and/or 5.1.G of this Rate Schedule.
6. Minimum Monthly Bill
- Unless Pipeline and Customer agree otherwise as provided in Section 5.5, above, the minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff .
7. Injections into Storage
- 7.1 Receipt Points. The executed Service Agreement shall specify the Receipt Point(s) for quantities tendered by Customer to Pipeline for storage injection, as follows:
- A. All Customers receiving service under this Rate Schedule pursuant to a Service Agreement executed as a result of conversions from sales service as part of the Settlement in Docket No.

RP88-211 and/or the restructuring of Pipeline's services in Docket No. RS92-14, or any similar or related proceeding, may deliver gas to Pipeline for injection into storage in accordance with Section 7.2 below by nominating storage injection quantities under Customer's FT or FTNN Service Agreement at any Primary or Secondary Receipt Point specified therein, for delivery into storage; provided however, that nothing in this Section 7.1.A. shall excuse Customer from complying with any provision of the executed Service Agreement requiring delivery of gas for storage injection at specific Receipt Points.

- B. As to any quantities injected by Pipeline for Customer's account which were delivered to Pipeline under Customer's FT or FTNN Service Agreement, payment of the demand and injection charges under this Rate Schedule, or, if applicable, such other charges mutually agreed upon by Pipeline and Customer, shall be deemed to satisfy Customer's obligation to pay the usage charge specified in Section 5.1.B., and the Transportation Service Fuel Retention Percentage specified in Section 5.2, of Rate Schedule FT or FTNN (excluding any applicable Tariff Record No. 10.70 provision).
- C. Any Customers receiving service under this Rate Schedule pursuant to a Service Agreement that is not subject to Section 7.1.A. above may deliver gas to Pipeline under such Service Agreements in accordance with Section 7.2 below for injection at the Receipt Points specified in the executed Service Agreement. Such Receipt Points will be deemed to be Primary Receipt Points, as defined in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.

7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.

7.3 Reserved.

7.4 Summer Period Injections.

- A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one- one hundred eightieth (1/180th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-two hundred fourteenth (1/214th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. Additional Injections. Any Customer may nominate to Pipeline under Section 7.2 above quantities for injection that are in addition to Customer's daily injection entitlements, as set forth in Section 7.4.A. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN, to the extent such injections exceed Customer's daily entitlements. Pipeline shall endeavor to inject on any one Day, as much of Customer's storage nominations for such Day as operating conditions will permit. If the total of all nominations for storage injection for such Day together with Pipeline's injections into storage under Rate Schedule FTNN exceed the total quantity which Pipeline can inject or cause to be injected into storage on such Day, then the nominations for additional injections on such Day shall be allocated pro rata at each storage injection Receipt Point, based upon Customer's actual confirmed nomination to tender gas for injection at that Receipt Point.

- C. Maximum Daily Injection Quantity. The maximum daily injection quantity for Customer shall be the sum of Customer's daily injection entitlement as set forth in Section 7.4.A. above, plus any additional injection quantities that Pipeline has agreed to accept pursuant to Section 7.4.B. above.

7.5 Winter Period Injections.

- A. Unless provided otherwise in Customer's Service Agreement, during the Winter Period, Customer may tender to Pipeline quantities up to one two-hundred fourteenth (1/214th) of Customer's Storage Capacity for injection into storage, unless Pipeline has issued an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. This limitation upon daily injections is subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. While such operational flow order is in effect:
 - 1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB"), Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 - 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 - 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.

7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.

8. Withdrawals from Storage

8.1 Delivery Points. Each executed Service Agreement shall specify the Delivery Points for all gas withdrawn from storage.

- A. If Customer does not require firm transportation by Pipeline from Pipeline's storage pools, or if Pipeline requires that deliveries be made to Customer at points distant from Pipeline's storage pools for operational reasons, the Delivery Point(s) shall be the point(s) of interconnection between Pipeline's facilities and Customer's or Customer's Transporter's facilities, as specified in the Service Agreement.
- B. If Customer's Service Agreement specifies a single Receipt Point for injection quantities and Customer requires delivery of all withdrawal quantities at that same point, then the Delivery Point shall be the same as the Receipt Point.
- C. If Customer requires transportation by Pipeline from Pipeline's storage pools then the Delivery Point(s) shall be the storage pool withdrawal point(s) specified in Customer's FT-GSS Service Agreement under Rate Schedule FT, Section 9 or Customer's FTNN-GSS Service Agreement under Rate Schedule FTNN, Section 8.

D. Such Delivery Point(s) will be deemed to be Primary Delivery Points, within the meaning set forth in the General Terms and Conditions of this Tariff.

8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.

8.3 Reserved.

8.4 Reduction in Customer's Daily Entitlement.

A. To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 16 percent, but greater than 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.

B. If Customer's Storage Demand is equal to or less than one-one hundred fortieth (1/140th) of Customer's Storage Capacity, or if the Service Agreement provides that Pipeline has the right to interrupt the storage service, then the reductions in daily entitlement specified in Section 8.4.A. above shall not apply.

C. Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.

8.5 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.

A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following percentages of Storage Capacity on each Day during the following Winter Period months:

December	35%
January	35%
February	15%

B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.

8.6 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage withdrawals, in accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall

not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.

8.7 Minimum Turnover. The "Aggregate Minimum Turnover" obligation associated with each GSS capacity entitlement during the Minimum Turnover Period (i.e., each period beginning November 1 of any calendar year and ending April 15 of the next succeeding calendar year) shall be equal to the amount by which Customer's Storage Gas Balance as of November 1 exceeds 35 percent of Customer's Storage Capacity as of that same date. "Turnover" shall mean withdrawals from storage during the Minimum Turnover Period, as such may be adjusted as appropriate (whether upward or downward) for one or more Inventory Transfers (other than transfers of Winter Period Injections) during the Minimum Turnover Period effectuated pursuant to GT&C Section 34.4. If the required Aggregate Minimum Turnover has not been met or exceeded, then Customer(s) will be subject to the charges set forth in GT&C Section 35.3.D. The Aggregate Minimum Turnover obligation shall be the responsibility, in the first instance, of the Customer holding such GSS capacity entitlement on November 1 ("November 1 Customer"); however, the November 1 Customer (and any Storage Replacement Customer) may reassign responsibility for some or all of the Aggregate Minimum Turnover obligation through establishment of a Minimum Turnover obligation applicable to (1) any release of such GSS capacity entitlement, as specified in GT&C Section 23.2.F.14.c, and/or (2) any inventory transfer, as specified in GT&C Section 34.4.

9. Deliveries of Storage Gas in Excess of Entitlement

- 9.1 From Customer's Balance. Customer may request Pipeline to deliver gas to Customer on any Day in addition to the quantity that Customer is entitled to withdraw, as established pursuant to Section 8 of this Rate Schedule, and Pipeline will make such delivery if such gas is available from Customer's Storage Gas Balance, unless Pipeline issues an OFO pursuant to Section 11B.3.E. of the General Terms and Conditions because, in Pipeline's sole judgment, such delivery cannot be made without adverse effect upon deliveries to other Customers or to Pipeline's other operations.
- 9.2 For all quantities of gas delivered under the provisions of this Section, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline at the rate per Dt set forth at the currently effective Tariff Record No. 10.30 of this Tariff for Excess Deliveries from Customer's Balance.

10. General Terms and Conditions

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

GSS RATE SCHEDULE
General Storage Service , Section 7(c)

1. Availability

1.1 This Rate Schedule is available to any person ("Customer") for the purchase of natural gas storage service from Dominion Energy Transmission , Inc. ("Pipeline"), where Pipeline has obtained case-specific Commission authorization pursuant to Section 7(c) of the Natural Gas Act to serve Customer under this Rate Schedule or its predecessor, Rate Schedule GSS; and subsequent to January 6, 1998, also where

- A. Customer has requested service under this Rate Schedule pursuant to Section 11A of the General Terms and Conditions of this Tariff. And,
- B. After review and acceptance of such request by Pipeline, Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Section 7(c) storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
- C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested service for which it does not have available capability, or that would require Pipeline to file an application with the Commission, or that would require Pipeline to construct or acquire any new facilities.

2. Applicability and Character of Service

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the service agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

3. Storage Demand and Capacity

The executed Service Agreement shall specify the Storage Demand and the Storage Capacity, as defined in the General Terms and Conditions of this Tariff. For those Service Agreements executed prior to April 1, 1978 where the Storage Capacity and Storage Demand is expressed in Mcf, the Storage Capacity and Storage Demand in Dt for billing hereunder shall be determined based upon an average heating value of 1028 Btu.

4. Rate

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

5. Monthly Bill

- 5.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:
- A. A Storage Demand Charge. A charge per month per Dt of Storage Demand.
 - B. A Storage Capacity Charge. A charge per month per Dt of Storage Capacity.
 - C. An Injection Charge. A charge per Dt for all gas injected during the billing month.
 - D. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
 - E. A "From Customer's Balance" Charge. A charge per Dt for all gas withdrawn for Customer under Section 9 of this Rate Schedule, during the billing month.
 - F. Any Applicable Penalties. For excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 35.3 of the General Terms and Conditions.
 - G. A GSS-TETCO Charge. A charge per Dt for all gas withdrawn during the billing month. This charge shall apply only to service rendered under this Rate Schedule to former customers of Texas Eastern Transmission Corporation under Texas Eastern's Rate Schedule(s) SS-2 and/or SS-3.
 - H. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 5.3 In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 35.3.D of the General Terms and Conditions.
- 5.4 Notwithstanding the provisions of Sections 5.1-5.3, for any Day during the Summer Period that a Customer gives Pipeline both (a) notice under Section 7 of this Rate Schedule for injections into storage, and (b) notice under Section 8 of this Rate Schedule for withdrawals from storage, to the extent that quantities tendered for injection and the quantities requested to be withdrawn are equal and such quantities are redelivered by Pipeline at the same injection/withdrawal point for subsequent transportation, the injection withdrawal charges in Section 5.1 above shall not apply. Instead, there shall be a Usage Charge of \$0.01 per dekatherm times the quantity of gas tendered for injection plus \$0.01 per dekatherm times the quantity of gas requested for withdrawal. To the extent that such quantities tendered for injection and requested for withdrawal are not equal, the injection/withdrawal charges reflected on the currently effective Tariff Record No. 10.30 shall apply to the net difference.
- 5.5 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E and/or 5.1.G of this Rate Schedule.

6. Minimum Monthly Bill

Unless Pipeline and Customer agree otherwise as provided in Section 5.5, above, the minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff.

7. Injections into Storage

7.1 Receipt Points. The executed Service Agreement shall specify the Receipt Point(s) for quantities tendered by Customer to Pipeline for storage injection. Such Receipt Points will be deemed to be Primary Receipt Points, as defined in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.

7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.

7.3 Reserved.

7.4 Summer Period Injections.

- A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one- one hundred eightieth ($1/180$ th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-two hundred fourteenth ($1/214$ th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. Additional Injections. Any Customer may nominate to Pipeline under Section 7.2 above quantities for injection that are in addition to Customer's daily injection entitlements, as set forth in Section 7.4.A. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN, to the extent such injections exceed Customer's daily entitlements. Pipeline shall endeavor to inject on any one Day, as much of Customer's storage nominations for such Day as operating conditions will permit. If the total of all nominations for storage injection for such Day together with Pipeline's injections into storage under Rate Schedule FTNN exceed the total quantity which Pipeline can inject or cause to be injected into storage on such Day, then the nominations for additional injections on such Day shall be allocated pro rata at each storage injection Receipt Point, based upon Customer's actual confirmed nomination to tender gas for injection at that Receipt Point.
- C. Maximum Daily Injection Quantity. The maximum daily injection quantity for Customer shall be the sum of Customer's daily injection entitlement as set forth in Section 7.4.A. above, plus any additional injection quantities that Pipeline has agreed to accept pursuant to Section 7.4.B. above.

7.5 Winter Period Injections.

- A. Unless provided otherwise in Customer's Service Agreement, during the Winter Period, Customer may tender to Pipeline quantities up to one two- hundred fourteenth ($1/214$ th) of Customer's Storage Capacity for injection into storage, unless Pipeline has issued an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. This limitation upon daily injections is subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. While such operational flow order is in effect:

1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB"), Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.
- 7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.
8. Withdrawals from Storage
- 8.1 Delivery Points. Each executed Service Agreement shall specify the Delivery Points for all gas withdrawn from storage.
- A. If Customer does not require firm transportation by Pipeline from Pipeline's storage pools, or if Pipeline requires that deliveries be made to Customer at points distant from Pipeline's storage pools for operational reasons, the Delivery Point(s) shall be the point(s) of interconnection between Pipeline's facilities and Customer's or Customer's Transporter's facilities, as specified in the Service Agreement.
 - B. If Customer's Service Agreement specifies a single Receipt Point for injection quantities and Customer requires delivery of all withdrawal quantities at that same point, then the Delivery Point shall be the same as the Receipt Point.
 - C. If Customer requires transportation by Pipeline from Pipeline's storage pools then the Delivery Point(s) shall be those point(s) specified in the Service Agreement.
 - D. Such Delivery Point(s) will be deemed to be Primary Delivery Points, within the meaning set forth in the General Terms and Conditions of this Tariff.
- 8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.
- 8.3 Reserved.
- 8.4 Reduction in Customer's Daily Entitlement.
- A. To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 16 percent, but greater than 10 percent of Customer's

Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.

- B. If Customer's Storage Demand is equal to or less than one-one hundred fortieth (1/140th) of Customer's Storage Capacity, or if the Service Agreement provides that Pipeline has the right to interrupt the storage service, then the reductions in daily entitlement specified in Section 8.4.A. above shall not apply.
- C. Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.

8.5 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.

- A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following percentages of Storage Capacity on each Day during the following Winter Period months:

December	35%
January	35%
February	15%

- B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.

8.6 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage withdrawals, in accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.

8.7 Minimum Turnover. By April 15 of any year, Customer's total withdrawals from storage since the beginning of the preceding, just completed, Winter Period must be equal to or greater than the amount by which Customer's Storage Gas Balance as of November 1 of the preceding calendar year exceeds 35 percent of Customer's Storage Capacity. If Customer has failed to withdraw such quantities, then Customer will be subject to the penalties of Section 35.3.D of the General Terms and Conditions.

9. Deliveries of Storage Gas in Excess of Entitlement

9.1 From Customer's Balance. Customer may request Pipeline to deliver gas to Customer on any Day in addition to the quantity that Customer is entitled to withdraw, as established pursuant to Section 8 of this Rate Schedule, and Pipeline will make such delivery if such gas is available from Customer's Storage Gas Balance, unless Pipeline issues an OFO pursuant to Section 11B.3.E. of the General Terms and Conditions because, in Pipeline's sole judgment, such delivery cannot be made without adverse effect upon deliveries to other Customers or to Pipeline's other operations.

9.2 For all quantities of gas delivered under the provisions of this Section, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline at the rate per Dt set forth at the currently effective Tariff Record No. 10.30 of this Tariff for Excess Deliveries from Customer's Balance.

10. General Terms and Conditions

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

GSS-E RATE SCHEDULE
General Storage Service - Expansion

1. Availability

1.1 This open-access Rate Schedule is available to any person ("Customer"), its assignee or Replacement Customer, without undue discrimination or preference, for the purchase of natural gas storage service from Dominion Energy Transmission, Inc. ("Pipeline"), where:

- A. Customer has requested service pursuant to Section 11A of the General Terms and Conditions of this Tariff, or has submitted a valid "better offer" for service in accordance with Section 24.2.C. And,
- B. After review and acceptance of such request by Pipeline, Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Part 284 storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
- C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested services for which it does not have such available capability, or that would require Pipeline to construct or acquire any new facilities.

2. Applicability and Character of Service

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the service agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

3. Storage Demand and Capacity

The executed Service Agreement shall specify the Storage Demand and the Storage Capacity, as defined in the General Terms and Conditions of this Tariff.

4. Rate

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

5. Monthly Bill

5.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:

- A. A Storage Demand Charge. A charge per month per Dt of Storage Demand.
 - B. A Storage Capacity Charge. A charge per month per Dt of Storage Capacity.
 - C. An Injection Charge. A charge per Dt for all gas injected during the billing month.
 - D. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
 - E. An "Authorized Withdrawal Overrun" Charge. A charge per Dt for all gas withdrawn for Customer under Section 9 of this Rate Schedule, during the billing month.
 - F. An "Authorized Injection Overrun" Charge. A charge per Dt for all gas injected pursuant to Section 9 of this Rate Schedule, during the billing month.
 - G. An "Authorized Capacity Overrun" Charge. A charge per Dt for all gas stored pursuant to Section 9 of this Rate Schedule, per day.
 - H. Any Applicable Penalties. For unauthorized excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 35.3 of the General Terms and Conditions.
 - I. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 5.3 In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 35.3.D of the General Terms and Conditions.
- 5.4 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E and/or 5.1.G of this Rate Schedule.
6. Minimum Monthly Bill
- Unless Pipeline and Customer agree otherwise as provided in Section 5.5, above, the minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff.
7. Injections into Storage
- 7.1 Receipt Point. The Receipt Point shall be a virtual location that corresponds to the point(s) of injection into Pipeline's storage pool(s). Such Receipt Point will be deemed to be a Primary Receipt Point, within the meaning set forth in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.
- 7.2 Deliveries Under FT or FTNN Agreement. As to any quantities injected by Pipeline for Customer's account which were delivered to Pipeline under Customer's FT or FTNN Service Agreement, payment of the demand and injection charges under this Rate Schedule, or, if applicable, such other charges mutually agreed upon by Pipeline and Customer, shall be deemed to satisfy Customer's obligation to pay the usage charge specified in Section 5.1.B., and the Transportation Service Fuel Retention Percentage specified in Section 5.2, of Rate Schedule FT or FTNN (excluding any applicable Tariff Record No. 10.70 provision).

- 7.3 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.
- 7.4 Summer Period Injections.
- A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one-one fiftieth (1/150th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-one eightieth (1/180th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. Maximum Daily Injection Quantity. The maximum daily injection quantity for Customer shall be the sum of Customer's daily injection entitlement as set forth in Section 7.4.A. above, plus any additional injection quantities that Pipeline has agreed to accept pursuant to Section 9.2 below.
- 7.5 Winter Period Injections.
- A. Unless provided otherwise in Customer's Service Agreement, during the period December through March each year, Customer may tender to Pipeline quantities up to one one-eightieth (1/180th) of Customer's Storage Capacity for injection into storage, unless Pipeline has issued an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. This limitation upon daily injections is subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. While such operational flow order is in effect:
1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB"), Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.
- 7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.
8. Withdrawals from Storage

- 8.1 Delivery Point. The Delivery Point shall be a virtual location that corresponds to the point(s) of withdrawal from Pipeline's storage pool(s). Such Delivery Point will be deemed to be a Primary Delivery Point, within the meaning set forth in the General Terms and Conditions of this Tariff.
- 8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.
- 8.3 Reduction in Customer's Daily Entitlement.
- A. To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 16 percent, but greater than 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.
- B. Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.
- 8.4 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.
- A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following percentages of Storage Capacity on each Day during the following Winter Period months:
- | | |
|----------|-----|
| December | 35% |
| January | 35% |
| February | 15% |
- B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.
- 8.5 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage withdrawals, in accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.
- 8.6 Minimum Turnover. The "Aggregate Minimum Turnover" obligation associated with each GSS-E capacity entitlement during the Minimum Turnover Period (i.e., each period beginning November 1 of any calendar year and ending April 15 of the next succeeding calendar year) shall be equal to the amount by which

Customer's Storage Gas Balance as of November 1 exceeds 35 percent of Customer's Storage Capacity as of that same date. "Turnover" shall mean withdrawals from storage during the Minimum Turnover Period, as such may be adjusted as appropriate (whether upward or downward) for one or more Inventory Transfers (other than transfers of Winter Period Injections) during the Minimum Turnover Period effectuated pursuant to GT&C Section 34.4. If the required Aggregate Minimum Turnover has not been met or exceeded, then Customer(s) will be subject to the charges set forth in GT&C Section 35.3.D. The Aggregate Minimum Turnover obligation shall be the responsibility, in the first instance, of the Customer holding such GSS-E capacity entitlement on November 1 ("November 1 Customer"); however, the November 1 Customer (and any Storage Replacement Customer) may reassign responsibility for some or all of the Aggregate Minimum Turnover obligation through establishment of a Minimum Turnover obligation applicable to (1) any release of such GSS-E capacity entitlement, as specified in GT&C Section 23.2.F.14.c, and/or (2) any inventory transfer, as specified in GT&C Section 34.4.

9. Authorized Overruns
 - 9.1 Authorized Withdrawal Overruns. Customer may request Pipeline to deliver gas to Customer on any Day in addition to the quantity that Customer is entitled to withdraw, as established pursuant to Section 8 of this Rate Schedule, and Pipeline will make such delivery if such gas is available from Customer's Storage Gas Balance, unless Pipeline issues an OFO pursuant to Section 11B.3.E. of the General Terms and Conditions because, in Pipeline's sole judgment, such delivery cannot be made without adverse effect upon deliveries to other Customers or to Pipeline's other operations.
 - 9.2 Authorized Injection Overruns. Customer may request Pipeline to receive gas from Customer on any Day in addition to the quantity that Customer is entitled to inject, as established pursuant to Section 7 of this Rate Schedule, and Pipeline will accept such quantities if space is available within Customer's Storage Capacity, unless in Pipeline's sole judgment, capacity is not available or such receipt cannot be made without adverse effect upon service to other Customers or to Pipeline's other operations.
 - 9.3 Authorized Capacity Overruns. Customer may request Pipeline to receive gas from Customer on any Day in addition to the quantity that Customer is entitled to store, as established in Customer's Service Agreement, and Pipeline will accept such quantities unless, in Pipeline's sole judgment, capacity is not available or such receipt cannot be made without adverse effect upon service to other Customers or to Pipeline's other operations.
 - 9.4 For all quantities of gas delivered under the provisions of this Section, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline at the rate per Dt set forth at the currently effective Tariff Record No. 10.30 of this Tariff for authorized overruns.
 - 9.5 Service under the provisions of this Section shall be equal in scheduling priority to service provided under the provisions of Pipeline's Rate Schedule ISS.

10. General Terms and Conditions

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

ISS RATE SCHEDULE
Interruptible Storage Service

1. Availability
 - 1.1 This Rate Schedule is available to any person ("Customer") for the purchase of interruptible natural gas storage service provided by Dominion Energy Transmission, Inc. ("Pipeline") under Part 284 of the Commission's Regulations.
 - 1.2 Service under this Rate Schedule will be made available in accordance with the scheduling provisions of Section 11A.4 of the General Terms and Conditions of this Tariff, to any Customer willing and able to pay maximum rates hereunder, or such other rate mutually agreed upon by Pipeline and Customer, subject to all applicable provisions of the General Terms and Conditions of this Tariff, where:
 - A. Customer has submitted to Pipeline a valid request for service in accordance with Section 11A of the General Terms and Conditions; and
 - B. Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Rate Schedule ISS contained in this Tariff ("the ISS Service Agreement"), in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at a specified point.
 - 1.3 All necessary transportation services to and from the applicable ISS Point will be the sole responsibility of Customer. Customer shall be responsible for making arrangements for such transportation, whether with Pipeline or with interconnecting parties. Such transportation shall be for at least the full term of the ISS Service Agreement and shall be sufficient to transport on any Day the Maximum Daily Withdrawal Quantity from the applicable ISS Point. Scheduling of requested services hereunder shall be subject to confirmation of the required scheduled transportation service.
 - 1.4 Service under this Rate Schedule will be made available on an interruptible basis from time to time only when, in Pipeline's judgment, it has the necessary capability for injection, storage, and withdrawal of gas in order to render such service. Pipeline is not required to provide any requested service hereunder for or during any Day, for which Pipeline determines that capacity is not available, or that would interfere with its ability to provide firm service or to meet its other obligations, or that such service may have a current or future adverse effect on Pipeline's operations.
2. Applicability and Character of Service
 - 2.1 This Rate Schedule shall apply to interruptible storage service rendered by Pipeline to Customer, pursuant to an ISS Service Agreement that shall specify:
 - A. An ISS Point, which shall be both the Receipt and Delivery Point for storage service hereunder, and which shall be located at the logical point of injection and withdrawal from Pipeline's storage pool(s), unless Pipeline specifically agrees that capability exists to offer an ISS Point that is located at a specific storage facility on Pipeline's system.
 - B. the Maximum Daily Injection Quantity ("MDIQ"), which shall be the maximum quantity that Pipeline is required, on an interruptible basis, to receive for injection into storage on any Day;
 - C. the Maximum Daily Withdrawal Quantity ("MDWQ"), which shall be the maximum quantity that Pipeline is required, on an interruptible basis, to make available to Customer for withdrawal from storage on any Day; and

D. the Maximum Storage Quantity ("MSQ"), which shall be the maximum quantity that Pipeline is obligated, on an interruptible basis, to store for Customer's account.

2.2 Service rendered under this Rate Schedule shall be interruptible, subject to the notice required under Section 11A.4.F of the General Terms and Conditions of this Tariff. Pipeline may interrupt service by decreasing, suspending or discontinuing either the receipt or the delivery of gas hereunder, or by directing the withdrawal of gas from storage as provided in Section 2.4, below.

2.3 Service rendered by Pipeline under this Rate Schedule shall consist of:

- A. Receipt of gas tendered by or on behalf of Customer at the ISS Point, for injection into storage, up to the MSQ and at daily rates up to the MDIQ;
- B. Storage of gas by Pipeline, not to exceed the MSQ on any Day; and
- C. Pipeline's tender of gas for Customer's account at the ISS Point, up to the remaining Storage Gas Balance and at daily rates up to the MDWQ, for subsequent delivery to Customer or for Customer's account.

2.4 Interruption of Storage Capacity.

- A. Pipeline may, at any time, require Customer to withdraw all or any part of Customer's Storage Gas Balance within 3 Days of written notice, at a schedule determined by Pipeline.
- B. If Customer fails to withdraw from storage the quantities specified by Pipeline, despite the availability of capacity for withdrawal and subsequent transportation on Pipeline's system, then Pipeline shall take title to the remaining Storage Gas Balance that Customer was instructed to withdraw, free and clear of all adverse claims and encumbrances. Such forfeited quantities shall be managed by Pipeline in accordance with Section 29 of the General Terms and Conditions of this Tariff.

3. Rate

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff and these rates and charges are incorporated herein by reference.

4. Monthly Bill

4.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:

- A. ISS Capacity Charge. A charge per Dt per month (or per that portion of a month that was available for service to Customer, in the event of an interruption of service in accordance Section 2.4, above) applied to the highest Storage Gas Balance held by Pipeline for Customer during the Billing Month.
- B. An Injection Charge. A charge per Dt for all gas injected during the billing month.
- C. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
- D. An Excess Injection Charge. A charge per Dt for all gas injected for Customer under Section 8 of this Rate Schedule, during the billing month.

- E. An Authorized Overrun Charge. A charge per Dt for all gas withdrawn for Customer under Section 8 of this Rate Schedule, during the billing month.
 - F. Any Applicable Penalties. For excess daily injection overruns, injections in excess of the MSQ and excess withdrawals, as required by Section 9, below.
 - G. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of Pipeline's Tariff.
- 4.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 4.3 If Customer fails to withdraw affected Storage Gas Balance quantities by the end of the 3-Day period established in Section 2.4, above, or by the termination of service as described in Section 7.8, below, then Pipeline shall retain such quantities at the end of such period, free and clear of all adverse claims and encumbrances.
- 4.4 Notwithstanding the general provision of Sections 3 and 4.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 4.1.A through 4.1.E and/or 4.1.G of this Rate Schedule.
5. Minimum Monthly Bill
- None.
6. Injections into Storage
- 6.1 The executed Service Agreement shall specify at least one ISS Point for quantities tendered by Customer to Pipeline for storage injection. The ISS Point shall be located either at a specific storage facility operated by Pipeline, or at the logical point(s) of injection and withdrawal from Pipeline's storage pool(s). The ISS Point shall be deemed to be a Primary Receipt Point, within the meaning set forth in the General Terms and Conditions of this Tariff. Quantities tendered for injection at a particular ISS Point must be withdrawn at the same ISS Point.
- 6.2 For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day that is not to exceed the MDIQ. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations of this Section 6.
- 6.3 The notice given by Customer to Pipeline for injections on any Day shall be that required for nominations under Section 11A of the General Terms and Conditions.
- 6.4 Customer may nominate to Pipeline under Section 6.2 above quantities for injection that are in addition to Customer's MDIQ. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN, to the extent such injections exceed Customer's MDIQ. Pipeline shall endeavor to inject such additional quantities to the extent confirmed, on an interruptible basis, subject to the scheduling provisions of Section 11A.4 of the General Terms and Conditions and subject to Customer's payment of the applicable Excess Injection Charge.
- 6.5 In addition to Pipeline's rights of interruption hereunder, Pipeline may issue an operational flow order pursuant to Section 11B of the General Terms and Conditions of this Tariff, governing Winter Period injections under this Rate Schedule ISS. While such operational flow order is in effect:

- A. From time to time, Pipeline may post on its Electronic Bulletin Board any ISS Point(s) at which eligible Customers may tender quantities for injection, and any conditions applicable to injection through such points.
 - B. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice.
- 6.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than the MSQ
7. Withdrawals from Storage
- 7.1 Each executed Service Agreement shall specify the ISS Point for all gas withdrawn from storage. The ISS Point shall be deemed to be a Primary Delivery Point, within the meaning set forth in the General Terms and Conditions of this Tariff.
- 7.2 For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, and subject to the availability of capacity as determined by Pipeline, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.
- 7.3 The notice given by Customer to Pipeline for withdrawals on any Day shall be that required for nominations under Section 11A of the General Terms and Conditions.
- 7.4 Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.
- 7.5 In addition to the MDWQ, Pipeline shall permit Customer to withdraw a quantity each Day corresponding to the fuel that will be retained by Pipeline for subsequent transportation of gas withdrawn from storage on behalf of Customer. Additional withdrawals under this Section 7.6 shall immediately reduce Customer's Storage Gas Balance for all purposes.
- 7.7 Pipeline shall not be obligated to withdraw and deliver gas to or for the account of Customer in excess of Customer's Storage Gas Balance.
- 7.8 Withdrawals Upon Termination of Service. Customer must withdraw any remaining Storage Gas Balance within three Days after the termination of the ISS Service Agreement, provided that such deadline shall be extended by one Day for each Day that Customer's nominated withdrawals are interrupted by Pipeline. Pipeline will take title to all such gas not withdrawn, without recourse and free and clear of all adverse claims and encumbrances, on the fourth Day after the termination of the ISS Service Agreement. Such forfeited quantities shall be managed by Pipeline in accordance with Section 29 of the General Terms and Conditions of this Tariff.
8. Authorized Overruns
- 8.1 Customer may request Pipeline to inject for storage quantities of gas on any Day in excess of the MDIQ or to withdraw quantities of gas from storage on any Day in excess of the MDWQ. Pipeline may consent to do so on an interruptible basis, if in Pipeline's sole discretion, Pipeline can perform the requested overrun service with no adverse effect on Pipeline's current or future operations or its ability to meet all other service obligations. Customer may not withdraw gas in excess of its remaining Storage Gas Balance.

- 8.2 For authorized overruns pursuant to this Section 8, Customer shall pay the applicable rates specified in Section 4, above.
9. Unauthorized Overruns
- 9.1 Daily Injection Overruns. If Customer tenders to Pipeline for injection on any Day quantities of gas in excess of the MDIQ that are not authorized in accordance with Section 8, above, then Customer shall pay Pipeline a Daily Injection Unauthorized Overrun Charge as set forth on Tariff Record No. 10.80 and the associated fuel retention percentage for each Dt of such unauthorized injections.
- 9.2 Storage Capacity Overruns. If Customer's Storage Gas Balance at any time exceeds the MSQ, Customer shall have 24 hours after notice by Pipeline to adjust injections and withdrawals such that Customer's Storage Gas Balance is equal to or less than the MSQ. If Customer fails to make such adjustments within such 24 hour period, Customer shall pay Pipeline each Day the Storage Gas Balance Unauthorized Overrun Charge as set forth on Tariff Record No. 10.80 and the associated fuel retention percentage for each Dt of Customer's Storage Gas Balance which exceeds the MSQ, until Customer has made the required adjustments.
- 9.3 Excess Withdrawals. If Customer withdraws from storage on any Day a quantity of gas in excess of the total of (a) the quantity of gas that Customer is entitled to withdraw pursuant to Section 7 of this Rate Schedule and (b) any "From Customer's Balance" quantities that Pipeline has agreed to withdraw for Customer under Section 8 of this Rate Schedule, Customer shall pay Pipeline an Unauthorized Withdrawal Overrun Charge as set forth on Tariff Record No. 10.80 for all such excess withdrawals. Any such excess withdrawals will reduce Customer's Storage Gas Balance by an equivalent quantity of gas. If such excess withdrawal exceeds Customer's Storage Gas Balance, Customer must replace the overrun within 48-hours after Pipeline has notified Customer of such overrun, or pay an additional amount of \$25.00 per Dt per Day until such time as the gas is replaced.
- 9.4 If Customer fails to withdraw all of its MSQ in accordance with Sections 2.4 or 7.8, above, any such quantities not withdrawn shall be forfeited automatically by Shipper to Pipeline free and clear of all adverse claims and encumbrances.
- 9.5 Any charges described in this Section shall be billed for the month in which the overrun or penalty is incurred, and shall be in addition to the charges otherwise payable under this Rate Schedule. Each charge described in this Section shall be separately assessed and payable in any month.
- 9.6 The payment of a charge under this Section for any conduct shall not be construed as giving any Customer the right to engage in such conduct; nor shall payment be construed as a substitute for any other remedies available to Pipeline or to any other Customer against the Customer incurring the overrun or penalty for failure to adhere to its obligations under the provisions of this Rate Schedule, the Service Agreement or the General Terms and Conditions of this Tariff.
10. General Terms and Conditions
- The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule. Customer may be subject to operational flow orders issued by Pipeline, as set forth in detail in Section 11B.3.

TTT RATE SCHEDULE
Title Transfer Tracking

1. Availability

- 1.1 This Rate Schedule is available to any person or entity ("Customer") for the purchase of Title Transfer Tracking Service (or "TTT Service") from Dominion Energy Transmission, Inc. ("Pipeline"), where Pipeline and Customer have entered into a Title Transfer Tracking Service Agreement ("TTT Agreement") that conforms to the form of Service Agreement contained in this Tariff.
- 1.2 Title Transfer Tracking Service will be made available pursuant to the scheduling provisions of Section 11A.4 of the General Terms and Conditions of this Tariff, to any Customer that is willing and able to pay either the maximum rates hereunder or another rate to which Pipeline and Customer mutually agree, in accordance with the General Terms and Conditions. Pipeline is not required to provide any requested TTT Service under this Rate Schedule for which Pipeline determines that administrative capability is not available, or that would interfere with Pipeline's performance of its firm service obligations.

2. Applicability and Character of Service

- 2.1 This Rate Schedule shall apply to quantities of natural gas for which Pipeline performs Title Transfer Tracking Service on behalf of Customer, under an executed TTT Agreement that conforms to the form of Agreement contained in this Tariff. TTT Service is an administrative service, under which Pipeline provides Customer with logical locations ("Eligible Points") for nomination of title transfers on Pipeline's system. Upon nomination by Customer, Pipeline will account for the purchase or sale of a quantity of gas at the Eligible Point as directed by Customer.
- 2.2 Customer, its customers, or its principals must arrange for transportation and/or storage service in accordance with Pipeline's FERC Gas Tariff under separate service agreements (the "Subject Service Agreements"), for physical delivery of natural gas quantities subsequent to title transfers that are tracked pursuant to nominations under this Rate Schedule. The procedures established under this Rate Schedule do not entitle Customer to transportation or storage service under Pipeline's FERC Gas Tariff separate from entitlements under the Subject Service Agreements, nor do they entitle Customer to maintain physical imbalances on Pipeline's system.
- 2.3 Deliveries downstream from the Eligible Points identified in the TTT Agreement shall be performed in accordance with provisions of the Subject Service Agreements and the terms of this Tariff. In this regard, TTT Service shall be subject to the character and priority of service that pertains to the associated transportation and/or storage services, as reflected in the Subject Service Agreements.

3. Rates

The rates and charges payable by Customer under this Rate Schedule shall include all applicable rates and charges set forth at the currently effective Tariff Record No. 10.1 of this Tariff. These rates and charges are incorporated herein by reference.

4. Monthly Bill

- 4.1 For TTT Service provided under this Rate Schedule, Customer shall pay Pipeline each month the following:
- A. A TTT Charge. A charge per number of transactions per day nominated by the selling Customer for TTT Service at any Eligible Point.
 - B. An Imbalance Fee. A charge per Dt per Day, equivalent to Pipeline's then-effective maximum rate for Balancing Service under Rate Schedule MCS as set forth on Tariff Record No. 10.1 of this Tariff.

This fee shall apply to all TTT Quantities on each Day during the billing month which, despite Customer's obligation to equalize TTT Quantities in accordance with Section 7.3, below, fail to be nominated for both sale and purchase at an Eligible Point. Provided, however, that such imbalance fee shall only apply to the extent that such imbalance quantities are not immediately attributed to a Subject Service Agreement as provided in Section 7.6, below.

- C. Any applicable penalties as described in Section 8 of this Rate Schedule. And
- D. Any other applicable rates, charges and penalties as set forth in the General Terms and Conditions of this Tariff.

4.2 Pipeline may elect to offer to provide service at a rate that is below the maximum but no less than the minimum rates applicable to this Rate Schedule. However, Pipeline is not obligated to offer to provide service at any rates less than the maximum rates.

4.3 Notwithstanding the general provision of Sections 3 and 4.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, then such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 4.1.A through 4.1.B of this Rate Schedule.

5. Minimum Monthly Bill

None, unless Pipeline and Customer agree otherwise as provided in Section 4.3, above.

6. Eligible Points

Each TTT Agreement shall specify Eligible Points, which shall be North Point and South Point. Pipeline will permit Customer to nominate title transfers at either of the Eligible Points resulting from the purchase and sale of quantities of natural gas, subject to adequate corresponding rights under the Subject Service Agreement(s).

7. Title Transfer Tracking Procedures

7.1 General Procedure.

A. For any Day when Customer desires Pipeline to track a title transfer for Customer's account under this Rate Schedule, then Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying:

1. the quantity of gas subject to the title transfer,
2. the selling and/or purchasing parties, and
3. the desired Eligible Point.

B. When Customer's nomination is confirmed as required by the General Terms and Conditions subject to the limitations set forth in this Rate Schedule, then such quantity shall constitute a TTT Quantity at that Eligible Point.

7.2 Customer may deliver or receive TTT Quantities from Pipeline at a location other than the applicable Eligible Point, by nominating any other transportation service entitlements that Customer may have with Pipeline.

7.3 Customer is required to equalize the accounting quantities nominated for sale and for purchase under TTT Service at each Eligible Point, on each and every Day.

- 7.4 On or before the nomination deadlines otherwise applicable to Pipeline's service under the Subject Service Agreements, Customer shall provide nomination data to Pipeline consistent with the requirements of Section 11A of the General Terms and Conditions, for each of Customer's Eligible Points. Pipeline shall confirm that the nomination data received from Customer is equivalent to valid nominations under Subject Service Agreements that will move gas away from the Eligible Points identified in the Aggregation Agreement. The quantities determined through this process shall be the "Scheduled Quantities."
- 7.5 After confirmation, any changes to TTT Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and this change is confirmed by Pipeline. Confirmation changes received pursuant to this Section 7.5 shall have prospective effect only, and shall be confirmed by Pipeline.
- 7.6 If any nominated service from Pipeline under a Subject Service Agreement fails to be scheduled for any reason, e.g. because physical entities upstream or downstream of Pipeline do not confirm such nomination, then Pipeline shall inform Customer, and the parties shall revise nomination data on a prospective basis, to reflect the revised TTT Quantities. In order to address any mismatch in quantities that cannot be resolved before Pipeline's scheduling deadline, Customer shall provide Pipeline with predetermined instructions at the time of nominations, indicating which Subject Service Agreement(s) for Storage or Balancing service are to be adjusted if sufficient gas is not received or if excess quantities are tendered to Pipeline. In the absence of instructions provided by Customer, Pipeline will unilaterally determine the allocation of such quantities to Subject Service Agreements, to the extent that such agreements can be identified by the information available to Pipeline on or before its scheduling deadlines.
- 7.7 Notwithstanding the instructions to be provided under Section 7.6, above, if Pipeline determines at the end of any period that on a given Day Customer has nominated TTT Quantities at an Eligible Point hereunder that were not either ultimately delivered to Pipeline or delivered away from the Eligible Point, then Pipeline will notify Customer in writing of any excess or deficiency in receipts. To the extent that this imbalance cannot be resolved in accordance with the procedures of Section 8.1 of Rate Schedule MCS, then Customer shall be subject to the penalties provided in Section 10.1 of Rate Schedule MCS.
- 7.8 Customer shall make personnel available to Pipeline at all times, for purposes of the nomination and confirmations to be performed hereunder.
8. Penalties
- 8.1 If Customer fails to comply with the provisions of Sections 7.3 or 7.6 of this Rate Schedule on any Day, then Customer shall be subject to a penalty equal to the maximum rate for Balancing Service under Rate Schedule MCS of this Tariff, for each Dt that Customer failed to equalize at any Eligible Point. Quantities left in Balancing Service after Pipeline provides notice and an opportunity to cure, or after expiration of an applicable MCS Agreement, are subject to confiscation by Pipeline in accordance with Section 29 of the General Terms and Conditions of this Tariff.
- 8.2 Any penalties shall be billed for the month in which the penalty is incurred, and shall be in addition to charges otherwise payable under this Rate Schedule. Each penalty shall be separately assessed and payable in any month.
- 8.3 The payment of a penalty for any conduct shall not be construed as giving any Customer the right to engage in such conduct; nor shall payment be construed as a substitute for any other remedy available to Pipeline or to any other Customer against the Customer incurring a penalty for failure to adhere to its obligations under this Rate Schedule, the TTT Agreement, or the General Terms and Conditions of this Tariff.
9. Limitations on Title Transfer Tracking Services

- 9.1 Notice Required. Customer shall give Pipeline notice of nominations for Title Transfer Tracking Services consistent with the requirements of Section 11A of the General Terms and Conditions of this Tariff.
- 9.2 Scheduling. Customer may nominate to Pipeline quantities for TTT Service at each Eligible Point identified in accordance with Section 6, above. Pipeline shall endeavor to provide on any one Day as much of Customer's nominations for TTT Service as Pipeline's systems and operating conditions will permit, in accordance with the scheduling provisions of Section 11A of the General Terms and Conditions.
- 9.3 Interruption. In the event of an interruption of services under this Rate Schedule, Customer may be subject to the following conditions
- A. Pipeline may not accept or confirm nominations for TTT Service at points where Pipeline has determined that capability is not available; or
 - B. Customer may be required to limit nominations to identified Eligible Points.
- 9.4 Pipeline may issue an operational flow order to limit services under this Rate Schedule, in accordance with Section 11B of the General Terms and Conditions of this Tariff.
10. Operational Flow Orders
- 10.1 A Customer receiving service under this Rate Schedule and/or one or more Subject Service Agreements, may be subject to an operational flow order as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 11B, upon the issuance of an OFO, a Customer under this Rate Schedule must take the actions set forth in the OFO.
- 10.2 This Section 10 is intended solely to provide information as to the OFOs that Pipeline may issue to Customer under this rate schedule and the actions that Customer may be required to take. Nothing in this Section 10 shall enlarge or diminish Pipeline's rights to issue any OFO described in any other section of this Tariff.
11. General Terms and Conditions
- The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

DPO RATE SCHEDULE
Delivery Point Operator Service

1. Availability

This Rate Schedule is available to any person that:

- 1.1 has entered into a Delivery Point Operator (DPO) Agreement with Dominion Energy Transmission, Inc. (Pipeline) under this Rate Schedule; and
- 1.2 either Pipeline or the DPO has sole physical control of the Citygate Delivery Point, including access to measured volumes, as identified in such DPO Agreement; and
- 1.3 is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and DPO mutually agree in accordance with the General Terms and Conditions of this Tariff; and
- 1.4 maintains firm contract entitlements that are sufficient to control imbalances at the Citygate Delivery Point, and that reflect a Primary Delivery Point entitlement corresponding to the Citygate Delivery Point.
 - A. Pipeline and the DPO will jointly consider the presence and capability of flow control at the Citygate Delivery Point, the availability of storage and peak-shaving capability on the DPO's distribution system behind the Citygate Delivery Point, and the level and nature of firm primary service commitments of participating Citygate Swing Customers (CSCs), in determining a mutually acceptable level of firm services to be maintained by the DPO.
 - B. Pipeline and the DPO, shall redetermine the mutually-acceptable level of firm services to be held by the DPO and the initial Maximum No-Notice Quantity on or before each June 1 during the term of the DPO Agreement or at any time that substantial changes occur in the market behind the Citygate Delivery Point or the firm, primary point delivery capabilities of the shippers that serve that point.
- 1.5 End-users that otherwise meet the eligibility criteria shall not be precluded from taking service under this Rate Schedule.

2. Applicability and Character of Service

- 2.1 This Rate Schedule and the related DPO Agreement executed between Pipeline and the DPO shall establish:
 - A. the DPO's rights and obligations with regard to no-notice deliveries by Pipeline at the Citygate Delivery Point; and
 - B. the DPO's rights and obligations with regard to Pipeline's services for CSCs (under Pipeline's Rate Schedule CSC) at the Citygate Delivery Point; And
 - C. related processes for the flow of information between DPO and Pipeline.
- 2.2 The no-notice services arranged hereunder shall be supported by firm transportation and storage service entitlements of the DPO and any CSCs at Primary Delivery Points that correspond to the Citygate Delivery Point. These firm service entitlements shall be defined by service agreements entered into between the DPO and Pipeline in accordance with Pipeline's Rate Schedules FT, FTNN and GSS, and between participating CSCs and Pipeline in accordance with Pipeline's Rate Schedules FT and GSS, and are referred to in this Rate Schedule as the "Subject Service Agreements."

- 2.3 Deliveries to the physical location(s) identified in the DPO Agreement shall be performed in accordance with the Subject Service Agreements and with the terms of this Tariff, and shall be subject to the character and priority of service that pertains to the associated firm transportation and storage services, as reflected in the Subject Service Agreements.
3. Rate
- 3.1 To be eligible for the no-notice service made available by this Rate Schedule, the DPO shall pay Pipeline monthly the rates, charges and penalties set forth in the Statement of Applicable Rates of this Tariff or as negotiated in accordance with Section 21.4 of the General Terms, as applicable to transportation and storage services under the Subject Service Agreements held by the DPO (i.e. Subject Service Agreements between the DPO and Pipeline where the DPO takes transportation or storage services from the Pipeline).
- 3.2 If, notwithstanding the limitations established by this Rate Schedule, the DPO physically takes quantities from Pipeline on any Day in excess of the DPO's entitlements under the Subject Service Agreements held by the DPO, then Pipeline shall assess and the DPO shall pay Pipeline a penalty for each Dt of such excess equal to the applicable penalty as established under Section 9 of Rate Schedule FTNN.
- 3.3 Payment of a penalty under this Section 3 shall not relieve the DPO of other remedies available to Pipeline under Section 11B.5.B. of the General Terms or hourly flow penalties.
4. Term
- 4.1 Pipeline shall have the right to suspend or terminate service under this Rate Schedule to the extent that the DPO fails to maintain adequate contract entitlements as required by Section 1.4 of this Rate Schedule or otherwise fails to meet its obligations as determined in the Subject Service Agreements.
- 4.2 The DPO shall have the right to terminate service under this Rate Schedule to the extent that Pipeline fails to meet its obligations under this Rate Schedule or the Subject Service Agreements.
- 4.3 If Pipeline redetermines the level of firm services required to be held by the DPO in accordance with Section 1.4 of this Rate Schedule, and the DPO disagrees with that redetermination, the DPO shall have the right to terminate service under this Rate Schedule.
- 4.4 If during the initial primary term of a Rate Schedule DPO service agreement, Pipeline files revised tariff records that would allow it to charge a rate for service under this Rate Schedule and the Commission accepts such rate for filing, the DPO shall have the right to terminate service under this Rate Schedule.
- 4.5 No-notice service arranged under this Rate Schedule is subject to pregranted abandonment authority, without further recourse by either Pipeline or the DPO to the Federal Energy Regulatory Commission.
5. Quantities
- 5.1 The quantities of natural gas that may be taken by the DPO on a no-notice basis at the Citygate Delivery Point shall be limited to those quantities otherwise available under the Subject Service Agreements, less any quantities of service that have been released to others or nominated for delivery to Secondary Delivery Points. This quantity shall be defined as the "Maximum No-Notice Quantity."
- 5.2 During any 24-hour period in which the operational flow order described in Section 9.5.A of Rate Schedule FTNN is in effect, the maximum quantity of gas that the DPO may take at the Citygate Delivery Point in any period within a Day (Hourly Entitlement) shall equal the sum of (1) the hourly entitlements of services that have been scheduled for delivery at the Citygate Delivery Point other than services provided under the Subject Service Agreements, plus (2) the combined hourly entitlements of the DPO and all participating CSCs which shall be calculated by adding the MDTQs of the Subject Service Agreements with primary

point entitlements at the Citygate Delivery Point on that Day and multiplying that sum by the following factors:

1. 120% of 1/24th in any one hour
 2. 115.7% of 3/24th in any three consecutive hours;
 3. 112.6% of 5/24th in any five consecutive hours;
 4. 104.2% of 12/24ths in any twelve consecutive hours.
- 5.3 To the extent that a DPO exceeds its Hourly Entitlement on any Day when Pipeline has issued an operational flow order pursuant to Section 9.5.A. of Rate Schedule FTNN, then Pipeline shall assess and the DPO shall pay a penalty per Dt equal to the higher of \$25 or three times the Penalty Index Price applicable to the largest quantity overrun in any one of the four periods defined in Section 5.2, above, provided however, that if DPO is assessed a excess hourly flow penalty under any other of Pipeline's Rate Schedules that is greater than that assessed under this Rate Schedule, payment of such higher penalty shall discharge the DPO's obligation to pay the penalty under this Section 5.3.
- 5.4 The Hourly Entitlements established by this Rate Schedule are designed to provide the DPO and CSC with hourly flexibility within the established MDTQ of each of Pipeline's shippers. These Hourly Entitlements shall not be interpreted to provide any shipper with a right to take deliveries of gas in excess of its MDTQ on any Day.
6. Citygate Delivery Point
- The DPO Agreement shall identify the Citygate Delivery Point, which shall be the physical location(s) at which the DPO may arrange for no-notice delivery of natural gas, subject to adequate corresponding service entitlements under the Subject Service Agreement(s).
7. DPO Procedures
- 7.1 The DPO shall maintain and provide to Pipeline a list of the Citygate Swing Customers (CSCs) that have qualified to participate in the DPO's retail access program. Shippers other than CSCs may also deliver gas to the Citygate Delivery Point; however, the DPO may not attribute unominated service swings by such customers to Pipeline or CSCs hereunder. Pipeline shall confirm with each identified CSC that it desires to participate in the DPO program, and shall enter into a CSC Agreement with each identified CSC, subject to the requirements of Pipeline's Rate Schedule CSC.
- 7.2 Nominations of services to be delivered to the Citygate Delivery Point shall be made in accordance with the procedures established under Section 11A of the General Terms and Conditions of this Tariff.
- 7.3 DPO and Pipeline will confirm nominated services to the Citygate Delivery Point, in accordance with Section 11A of the General Terms and any applicable NAESB business practice standards.
- 7.4 Pipeline shall issue a report to each DPO at the same time as it provides scheduled quantity data in accordance with Section 11.A.3.A. of the General Terms. The report shall identify the DPO and participating CSC service entitlements that remain available for service on a no-notice basis to the Citygate Delivery Point.
- 7.5 By 4 p.m. Central Clock Time (5 p.m. Eastern Clock Time) after the close of each gas Day, the DPO shall report to Pipeline and each affected CSC the total quantities that were received at the Citygate Delivery Point for each qualified CSC. Based on this report, Pipeline shall adjust the Storage Gas Balance of the DPO and each participating CSC, under the affected Subject Service Agreements. Such adjustments shall

have prospective effect only, and shall be confirmed by Pipeline in an allocation report that shall be available to all affected DPOs by 7 a.m. Central Clock Time (8 a.m. Eastern Clock Time) on the following day.

- 7.6 The DPO shall give Pipeline predetermined instructions, indicating which of the Subject Service Agreements held by the DPO are to be adjusted if sufficient gas is not received for the no-notice services arranged hereunder, or if excess quantities are tendered to Pipeline for services confirmed under the DPO Agreement.
- 7.7 If Pipeline determines at the end of any period that on any given Day the actual quantities delivered to the Citygate Delivery Point were greater than or less than the DPO reported under Section 7.5, above, then Pipeline will attribute such excess or deficiency to the Subject Service Agreements of the DPO, and shall notify the DPO in writing of such adjustment.
- 7.8 To the extent that any CSC's entitlements under its Subject Service Agreements are insufficient to accommodate the quantities of service as reported by the DPO under Section 7.5, above, then the CSC will be responsible for penalties and other remedies under Rate Schedule CSC and the Subject Service Agreements of the CSC. Pipeline, the DPO and all participating CSCs acknowledge that such reports by the DPO may result in charges and/or penalties for the CSCs. The DPO acknowledges that, except for deliveries to CSCs and FT shippers specifically exempted from the sequencing rule of Section 6.3.A.1. of the General Terms and Conditions of this tariff, deliveries to the DPO in excess of its entitlements, regardless of whether the excess is a result of takes by the DPO for its own account or the takes of other shippers, will be attributed to the DPO and the DPO will be responsible for penalties under the terms and conditions of the Subject Service Agreements, as provided for in Sections 3 and 5 of this Rate Schedule.
- 7.9 The DPO will notify the Pipeline prior to any Day on which it seeks to modify or release any one of the Subject Service Agreements to other than a CSC, provided however, that the DPO is not required to notify the Pipeline if it retains full rights to recall its service entitlement from the assignee.
- 7.10 The DPO and Pipeline shall both make personnel available at all times, in order to perform the arrangements as described in this Rate Schedule.
8. Operational Flow Orders
- 8.1 A DPO receiving service under this Rate Schedule may be subject to an operational flow order as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 11B, upon the issuance of an OFO, the DPO must take the actions set forth in the OFO.
- 8.2 This Section 8 is intended solely to provide information as to OFOs that Pipeline may issue to DPO under this rate schedule and the actions that DPO may be required to take. Nothing in this Section 8 shall enlarge or diminish Pipeline's rights to issue any OFO described in any other section of this Tariff.
9. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of the Service Agreement or this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

CSC RATE SCHEDULE
Citygate Swing Customer Service

1. Availability
 - 1.1 This Rate Schedule is available for any person that:
 - A. utilizes a specific Citygate Delivery Point that has been established by a Delivery Point Operator (DPO), pursuant to a valid DPO Agreement under Dominion Energy Transmission, Inc.'s (Pipeline)Rate Schedule DPO; and
 - B. enters into a Service Agreement under this Rate Schedule; and
 - C. obtains released capacity rights or otherwise contracts for firm transportation (FT) services with primary delivery rights at a specific City Gate Delivery Point and firm storage (GSS) services, subject to the requirements of Pipeline's tariff; and
 - D. obtains the written consent of the DPO serving that specific Citygate Delivery Point that it will accept it as qualifying for service under this Rate Schedule.
 - 1.2 The Citygate Swing Customer (CSC) must hold a separate CSC Agreement for each Citygate Delivery Point at which CSC seeks to arrange for service on a no-notice basis hereunder.
 - 1.3 End-users that otherwise meet the eligibility criteria shall not be precluded from taking service under this Rate Schedule.
 - 1.4 Pipeline shall maintain a log which shall be posted on Pipeline's EBB and shall be open for public inspection at its principal offices at Richmond, Virginia, containing the names of any parties requesting service under this Rate Schedule that are found ineligible to receive CSC service for any reason, together with an indication of whether the DPO or the Pipeline determined that the party was ineligible. The log shall also reflect the name of the DPO, the quantity of firm transportation services related to the request, the date of the request, and the date that the request was denied, if known by Pipeline.
2. Applicability and Character of Service
 - 2.1 This Rate Schedule and the related CSC Agreement executed between Pipeline and the CSC establish:
 - A. the CSC's entitlement to arrange for the delivery of firm transportation and storage service entitlements on a no-notice basis at the Citygate Delivery Point, in accordance with the executed CSC Agreement that conforms to the form of Agreement contained in this Tariff; and
 - B. the DPO's rights and obligations (under Rate Schedule DPO) regarding Pipeline's services for the CSC at the Citygate Delivery Point; and
 - C. related processes for the flow of information between DPO and Pipeline on behalf of the CSC.
 - 2.4 The no-notice services arranged hereunder shall be supported by the firm, primary-point transportation and storage service entitlements of the CSC, to the extent that the CSC has Primary Delivery Point rights at the Citygate Delivery Point. The firm service entitlements and the corresponding Primary Delivery Point rights shall be defined by service agreements in accordance with Pipeline's Rate Schedules FT and GSS, and are referred to in this Rate Schedule as the "Subject Service Agreements."

- 2.5 Deliveries to the Citygate Delivery Point shall be performed in accordance with the Subject Service Agreements and with the terms of this Tariff, and shall be subject to the character and priority of service that pertains to the associated firm transportation and storage services, as reflected in the Subject Service Agreements.
3. Rate
- For services provided under the procedures established by this Rate Schedule, CSC shall pay Pipeline monthly the rates, charges and penalties set forth in the Statement of Applicable Rates of this Tariff or as negotiated in accordance with Section 21.4 of the General Terms, as applicable to transportation and storage services under the Subject Service Agreements held by CSC.
4. Term
- 4.1 Pipeline shall have the right to suspend or terminate no-notice service arrangements under this Rate Schedule to the extent that the DPO or CSC fails to meet the obligations determined in the Subject Service Agreements. Pipeline shall also have the right to suspend or terminate no-notice service arrangements under this Rate Schedule to the extent that the DPO or the CSC terminate their service agreements under this Rate Schedule or Rate Schedule DPO or otherwise fail to meet their obligations under those Rate Schedules. In any instance where service to a CSC may be suspended or terminated by reason of the DPO's failure to perform its obligations under its DPO service agreement or any Subject Service Agreement, then the Pipeline shall give the CSC notice of the suspension or termination at the same time (or as soon thereafter as practical) as the Pipeline provides actual EBB notice to the DPO.
- 4.2 The DPO shall have the right to direct Pipeline to suspend or terminate no-notice service arrangements under this Rate Schedule (1) if the CSC fails to meet the obligations determined in the Subject Service Agreements or (2) if the DPO revokes for any reason the consent given in Section 1.1.D. of this Rate Schedule.
- 4.3 The CSC shall have the right to terminate service under this Rate Schedule to the extent that Pipeline fails to meet its obligations under this Rate Schedule or the Subject Service Agreements.
- 4.5 If during the initial primary term of a Rate Schedule CSC service agreement, Pipeline files revised tariff records that would allow it to charge a rate for service under this Rate Schedule and the Commission accepts such rate for filing, the CSC shall have the right to terminate service under this Rate Schedule.
- 4.6 No-notice service arranged under this Rate Schedule is subject to pregranted abandonment authority, without further recourse by either Pipeline or CSC to the Federal Energy Regulatory Commission.
5. Quantities
- 5.1 The quantities of natural gas that may be taken by the DPO on behalf of CSC on a no-notice basis at the Citygate Delivery Point shall be limited to those quantities otherwise available under the Subject Service Agreements held by CSC, inclusive of the two percent metering tolerance applicable to the underlying Subject Service Agreements of the CSC, less any quantities of service that have been released to others or nominated for delivery to Secondary Delivery Points.
- 5.2 Hourly Entitlements to service at the Citygate Delivery Point shall be based on the Primary Delivery Point entitlements of the CSC for the Day, as provided for in Section 5.2 of Rate Schedule DPO. Hourly Entitlements to service at Secondary Points shall be determined in accordance with the provisions of the applicable transportation rate schedule.

6. Citygate Delivery Point

The DPO Agreement shall identify the Citygate Delivery Point, which shall be the physical location(s) at which the DPO may arrange for no-notice delivery of natural gas on behalf of CSC, subject to adequate corresponding service entitlements under the Subject Service Agreement(s).

7. CSC Procedures

- 7.1 Nomination and confirmation of services to be delivered to the Citygate Delivery Point shall be made in accordance with the procedures established under Section 11A of the General Terms and Conditions of this Tariff.
- 7.2 Pipeline shall be entitled to report to the DPO, from time to time, the extent of CSC service entitlements that remain available for service on a no-notice basis to the Citygate Delivery Point.
- 7.3 By 4 p.m. Central Clock Time (5 p.m. Eastern Clock Time) after the close of each Gas Day, the DPO shall report to Pipeline and each affected CSC the total quantities that were received at the Citygate Delivery Point for each qualified CSC. Based on the DPO's report, Pipeline shall adjust the Storage Gas Balance of the DPO and each participating CSC, under the affected Subject Service Agreements. CSC shall permit Pipeline to rely on the DPO report and to make such adjustments. Such adjustments shall have prospective effect only, and shall be confirmed by Pipeline in an allocation report that shall be available to all affected CSCs by 7 a.m. Central Clock Time (8 a.m. Eastern Clock Time) on the following day.
- 7.4 CSC will notify the Pipeline and the DPO prior to any Day on which it seeks to modify or release any one of the Subject Service Agreements, unless the CSC has full rights to recall the capacity, consistent with Section 7.9 of Rate Schedule DPO.
- 7.5 The CSC shall give Pipeline predetermined instructions, indicating which of the Subject Service Agreements are to be adjusted if sufficient gas is not received for the no-notice services arranged hereunder, or if excess quantities are tendered to Pipeline under the Subject Service Agreements
- 7.6 To the extent that the quantity of service reported to Pipeline by the DPO pursuant to Section 7.3, above, exceeds the CSC's entitlement under Rate Schedules FT and GSS, then Pipeline shall assess and the DPO CSC shall pay Pipeline a penalty for each Dt of such excess equal to the applicable penalty as established by the applicable rate schedules

8. Operational Flow Orders

- 8.1 The CSC receiving service under this Rate Schedule may be subject to an operational flow order as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 11B, upon the issuance of an OFO, the CSC must take the actions set forth in the OFO.
- 8.2 This Section 8 is intended solely to provide information as to OFOs that Pipeline may issue to the CSC under this Rate Schedule and the actions that the CSC may be required to take. Nothing in this Section 8 shall enlarge or diminish Pipeline's rights to issue any OFO described in any other section of this Tariff.

9. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of the Service Agreement or this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

MPS RATE SCHEDULE
Mainline Pooling Service

1. Availability

This Rate Schedule is available to any person or entity ("Customer") for the aggregation of natural gas quantities that are nominated for transportation and/or storage services to be performed by Dominion Energy Transmission, Inc. ("Pipeline") in accordance with service agreements under the various other Rate Schedules in this FERC Gas Tariff (the "Subject Service Agreements"), provided that Customer and Pipeline have entered into an Aggregation Agreement under this Rate Schedule, and that Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.

2. Applicability and Character of Service

This Rate Schedule shall apply to all natural gas aggregated by Pipeline for Customer under an executed Aggregation Agreement that conforms to the form of Agreement contained in this Tariff. Deliveries from the logical locations ("Eligible Points") identified in the Aggregation Agreement shall be performed in accordance with provisions of the Subject Service Agreements and the terms of this Tariff. Aggregation of nominated quantities under this Rate Schedule shall be subject to the character and priority of service that pertains to the associated transportation and/or storage services, as reflected in the Subject Service Agreements.

3. Quantities

The quantities that may be aggregated in accordance with this Rate Schedule shall be limited to the quantities of service as specified in the Subject Service Agreements. The Aggregation Agreement shall also specify a Maximum Aggregation Quantity, based upon the creditworthiness of Customer as determined under Section 7 of the General Terms.

4. Rates and Monthly Bill

4.1 For service under this Rate Schedule, Customer shall pay Pipeline monthly the following:

- A. An Imbalance Fee. A charge per Dt per Day, equivalent to Pipeline's then-effective maximum rate applicable to Parking Service under Rate Schedule MCS as set forth on Tariff Record No. 10.1 of this Tariff. This fee shall be applied to all Scheduled Quantities on each Day during the billing month which, despite Customer's obligation to balance Scheduled Quantities in accordance with Section 6.2, below, fail to be delivered both into and away from an Eligible Point on the same Day. Provided, however, that such imbalance fee shall only apply to the extent that such imbalance quantities are not immediately attributed to a Subject Service Agreement as provided in Section 6.3, below.
- B. Applicable penalties as described in Section 6.5 of this Rate Schedule; and
- C. All other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of Pipeline's Tariff.

4.2 Pipeline may elect to offer to provide service at a rate that is below the maximum but no less than the minimum rates applicable to this Rate Schedule. However, Pipeline is not obligated to offer to provide service at any rates less than the maximum rates.

5. Eligible Points

Each Aggregation Agreement shall specify Eligible Points, which shall be the logical or accounting locations at which Pipeline will permit Customer to aggregate quantities of natural gas, subject to adequate corresponding point rights under the Subject Service Agreement(s). In order to recognize physical constraints of Pipeline's system, each MPS Agreement shall specify North Point and/or South Point as the Eligible Points that will permit Customer to nominate MPS service, subject to adequate corresponding rights under the Subject Service Agreement(s).

6. Aggregation Procedures

- 6.1 On or before the nomination deadlines otherwise applicable to Pipeline's service under the Subject Service Agreements, Customer shall provide nomination data to Pipeline, consistent with the requirements of Section 11A of the General Terms and Conditions, for each of Customer's Eligible Points. Pipeline shall confirm that the nomination data received from Customer is equivalent to valid nominations under Subject Service Agreements that will move gas away from the Eligible Points identified in the Aggregation Agreement. The quantities determined through this process shall be the "Scheduled Quantities."
- 6.2 After confirmation, any changes to Scheduled Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and this change is confirmed by Pipeline. Confirmation changes received pursuant to this Section 6.2 shall have prospective effect only, and shall be confirmed by Pipeline.
- 6.3 If any nominated service from Pipeline under a Subject Service Agreement fails to be scheduled for any reason, e.g. because physical entities upstream or downstream of Pipeline do not confirm such nomination, then Pipeline shall inform Customer, and the parties shall revise confirmation data on a prospective basis, to reflect the revised Scheduled Quantities. In order to address any mismatch in quantities that cannot be resolved before Pipeline's scheduling deadline, Customer shall provide Pipeline with predetermined instructions at the time of nominations, indicating which contracts are to be adjusted if sufficient gas is not received for services confirmed hereunder, and which Subject Service Agreement(s) for Storage or Parking service under Pipeline's FERC Gas Tariff are to be affected if excess quantities are tendered to Pipeline for services confirmed in accordance with this Agreement. In the absence of instructions provided by Customer, Pipeline will unilaterally determine the allocation of such quantities to Subject Service Agreements, to the extent that such agreements can be identified by the information available to Pipeline on or before its scheduling deadlines.
- 6.4 Customer shall make personnel available to Pipeline at all times, for purposes of the confirmation to be performed hereunder.
- 6.5 Notwithstanding the instructions to be provided under Section 6.3, above, if Pipeline determines at the end of any period that on any given Day, Customer has confirmed quantities at an Eligible Point hereunder that were not ultimately delivered to Pipeline, or Customer has confirmed quantities at an Eligible Point hereunder that are not delivered away from the Eligible Point, then Pipeline will notify Customer in writing of any excess or deficiency in receipts. To the extent that this imbalance cannot be resolved in accordance with the procedures set forth in Sections 10.4 and 10.6 of Rate Schedule MCS, then Customer shall be subject to the penalties provided in Section 10.5 of Rate Schedule MCS.

7. Operational Flow Orders

- 7.1 A Customer receiving service under this Rate Schedule and/or one or more Subject Service Agreements, may be subject to an operational flow order as set forth in detail in Section 11B of the General Terms and Conditions of this Tariff. Subject to all applicable limitations set forth in Section 11B, upon the issuance of an OFO, a Customer under this Rate Schedule must take the actions set forth in the OFO.

7.2 This Section 7 is intended solely to provide information as to the OFOs that Pipeline may issue to Customer under this rate schedule and the actions that Customer may be required to take. Nothing in this Section 8 shall enlarge or diminish Pipeline's rights to issue any OFO described in any other section of this Tariff.

8. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff (and any revisions thereof that may be proposed and made effective from time to time hereafter), to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

USS RATE SCHEDULE
Unbundled Sales Service

1. Availability

This Rate Schedule is available for the purchase of natural gas from Dominion Energy Transmission, Inc. ("Pipeline") by an on-system or off-system local distribution company, Hinshaw pipeline, interstate pipeline, intrastate pipeline, marketer, or end-user ("Customer"), provided that Customer and Pipeline have entered into a Service Agreement under this Rate Schedule.

2. Applicability and Character of Service

The sales made under this Rate Schedule shall be firm, unless otherwise expressly agreed upon between Pipeline and Customer, and as reflected in the Service Agreement executed by Pipeline and Customer. All sales made under this Rate Schedule shall be made at Pipeline's Receipt Points, at the points of interconnection with upstream pipelines, and points located upstream from those receipt points on upstream pipelines. Nothing in this Rate Schedule shall preclude Pipeline from obtaining transportation and/or storage capacity (by assignment or otherwise), or acting as Customer's agent to deliver gas at the wellhead, at the Receipt Points on Pipeline's system, or at the city gate. Pipeline shall not retain capacity either on Pipeline or on upstream pipelines to perform unbundled sales.

3. Rate

The rate for service under this Rate Schedule shall be determined as specified in the Service Agreement executed by Customer and Pipeline pursuant to this Rate Schedule.

4. Monthly Bill

The minimum bill, if any, for sales made pursuant to this Rate Schedule shall be specified in the executed Service Agreement, or any amendments thereto.

5. Term

5.1 The term of each Service Agreement entered into pursuant to this Rate Schedule shall be for periods agreed upon by Customer and Pipeline.

5.2 Pipeline shall have the right to suspend or terminate sales under this Rate Schedule if the Federal Energy Regulatory Commission ("Commission") approves rates that either lower the maximum rate below, or raise the minimum rate above, the rate designated in a Service Agreement executed pursuant to this Rate Schedule, or otherwise acts in such a way to preclude Pipeline from charging and recovering the rate agreed upon in the Service Agreement.

5.3 Pipeline shall have the right to suspend or terminate sales under this Rate Schedule if Customer fails to pay the rate as determined in the Service Agreement between Pipeline and Customer.

5.4 Service under this Rate Schedule is subject to pregranted abandonment authority, without further recourse by either Pipeline or Customer to the Federal Energy Regulatory Commission.

6. Nomination Procedures

The nomination procedures for sales made under this Rate Schedule shall be set forth in the Service Agreement executed by Pipeline and Customer.

7. Supply Curtailment Procedures

- 7.1 Pipeline shall have the right to curtail, interrupt or discontinue service in whole or in part at any time or from time to time in accordance with the provisions set forth in its service agreement, including but not limited to curtailment, interruption, or discontinuance of its gas supply. In the event Pipeline is required to curtail service, Pipeline will curtail all Customers whose service is dependent on or otherwise affected by the curtailed supply, pro rata based on maximum daily quantities specified in the contract.
- 7.2 In the event Pipeline is advised by a Customer that, absent adjustment of the curtailment level contemplated by Section 7, a Customer will be unable to render service to the priority-use requirements specified in Sections 401 and 402 of the Natural Gas Policy Act of 1978 ("NGPA") and 18 C.F.R. Section 281.201 et seq. of the Commission's Regulations ("high priority-use requirements") or is advised by a Customer that adjustment of the curtailment level is necessary to avoid irreparable injury to life or property (including environmental emergencies) or to provide for minimum plant protection ("emergency situation"), then Pipeline shall adjust its curtailment of all other Customers on a pro rata basis as necessary to deliver the quantities required to avoid or mitigate the impact on the "high priority-use requirements" or the "emergency situation." While Pipeline will make adjustments in curtailment promptly upon notification by Customer, Customer must provide Pipeline within 24 hours of notification a sworn statement attesting:
- A. that all sources of gas supply available to Customer, including peak-shaving and storage, were and are being utilized to the maximum extent possible during the time period for which the exception to the curtailment provisions of Section 7 is in effect; and
 - B. that all interruptible services of Customer were and are being interrupted or curtailed during the time period for which the exception to the curtailment provisions of Section 7 is in effect; and
 - C. that no alternate fuel could be utilized or is available to be utilized to prevent the necessity for an exception to the curtailment provisions of Section 7.
- 7.3 Pipeline shall not be liable for granting exceptions to the curtailment provisions of Section 7 for any Customer based upon a request submitted by any such Customer to Pipeline under the "high priority-use requirements" and "emergency situation" relief provisions of this Section 7. In the event that Customer does not provide the sworn statement on a timely basis as required by this Section 7, then all quantities attributable to the adjustments made by Pipeline shall be billed, in addition to all other charges, at a rate equal to the higher of \$25.00 or three times the Penalty Index Price per dekatherm. All revenues attributable to such charge shall be credited, on a pro rata basis, to those Customers curtailed to a lower quantity as a result of such anticipated sworn statement.
- 7.4 Notwithstanding any provision of Section 7, however, Customer shall not be entitled to relief under Section 7 (1) to the extent that a "high priority-use requirements" and/or "emergency situation" is due to the Customer's failure to have adequate transportation arrangements in effect for the delivery of such Customer's gas at the Point(s) of Delivery in effect from time to time hereunder during the relevant period, or (2) to the extent that the quantity of gas required to meet such "high priority-use requirements" and/or "emergency situation" exceeds such Customer's firm contractual rights hereunder.
- 7.5 Curtailment Compliance.
- A. Without regard to any other remedy provided by law or by the provisions hereof, Pipeline shall be entitled to seek at any time or from time to time an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Pipeline in compliance with this Section 7 or any directive from any governmental authority having jurisdiction in the premises.
 - B. All quantities taken by Customer in violation of Pipeline's curtailment or interruption orders shall constitute unauthorized deliveries for which a charge of the higher of \$25.00 or three times the

Penalty Index Price per dekatherm shall be assessed. Pipeline will provide Customer reasonable notice of such curtailment or interruption orders, and if Customer adjusts its takes within such notice period then no charge, as provided for herein, shall be assessed.

7.6 Situation Reports and Notices. Pipeline shall provide Customer with notice of curtailment or interruption at a time and in a manner that is reasonable under then-existing conditions, and shall in any event confirm in writing the notice given if originally provided by telephone. Customer shall have the responsibility to inform its transporters and all others involved in the transaction, as to any curtailment or interruption.

8. Warranty of Title

Pipeline warrants for itself, its successors and assigns, that it will at the time of delivery have good title to all gas sold by it hereunder, free and clear of all liens, encumbrances and claims whatsoever, that it will at such time of delivery have good right and title to sell said gas as aforesaid, and that it will indemnify Customer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas. If any such adverse claim is asserted in respect of any of said gas, Customer may retain the purchase price thereof up to the amount of such claim without interest until such claim has been finally determined, as security for the performance of Pipeline's obligations with respect to such claim, or until Pipeline shall have furnished bond to Customer, in an amount and with sureties satisfactory to Customer, to secure Customer with respect to such claim.

9. Superseded Rate Schedules

This Rate Schedule cancels and supersedes Pipeline's former Rate Schedules RQ, CD, ACD, E, and USA.

10. General Terms and Conditions

The General Terms and Conditions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of the Service Agreement or this Rate Schedule, shall apply to and are made a part of this Rate Schedule. In the event of a conflict among those provisions, the provisions of Pipeline's effective FERC Gas Tariff shall prevail.