

November 9, 2016

Public Utilities Commission of Ohio ATTN: Docketing Division 11<sup>th</sup> Floor 180 East Broad Street Columbus, Ohio 43215-3793

### Docketing Division:

Enclosed for filing is the Duke Energy Ohio ("Duke") gas cost recovery (GCR) report, as required by Section 4901:1-14, O.A.C., for the month commencing December 2016. This filing is based on supplier tariff rates expected to be in effect on November 30, 2016 and the NYMEX close of November 7, 2016 for the month of December 2016.

Duke's GCR rate effective December 2016 is \$4.687 per MCF, which represents an increase of \$0.135 per MCF from the current GCR rate in effect for November 2016.

Very truly yours,

Dana Patten

Enclosure

cc:

Mr. Robert Clark L. Schmidt

r:\gcr/restored\cge/Monthly OHGCRLTR.doc

### CASE NO. 16-218-GA-GCR (November 2016 filing for December 2016)

Attachment 1 Page 1 of 5

### **COMPANY NAME: DUKE ENERGY OHIO** GAS COST RECOVERY RATE CALCULATIONS SUPPLEMENTAL MONTHLY REPORT

PARTICULARS				UNIT	AMOUNT
XPECTED GAS COST (EGC)				\$/MCF	4.43300
SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT (RA)				\$/MCF	0.00000
ACTUAL ADJUSTMENT (AA)				\$/MCF	0.25400
GAS COST RECOVERY RATE (GCR) = EGC + RA + AA				\$/MCF	4.687000
GAS COST RECOVERY RATE EFFECTIVE DATES:	November 30, 2016	THROUGH	January 2, 2017		
	EXPECTED GAS COST	CALCULATION			
DESCRIPTION				UNIT	AMOUNT
TOTAL EXPECTED GAS COST COMPONENT (EGC)				\$/MCF	4.43300
SUPPLIER RE	FUND AND RECONCILIATION AD	JUSTMENT SUM	MARY CALCULATION		
PARTICULARS				UNIT	AMOUNT
CURRENT QUARTERLY SUPPLIER REFUND & RECONCILIATION A	DJUSTMENT			\$/MCF	0,00000
				\$/MCF	
SECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND	& RECONCILIATION ADJUSTMEN	١T		\$/MCF	0.0000
SECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND THIRD PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & F	& RECONCILIATION ADJUSTMEN	NT		\$/MCF \$/MCF	0.0000.0
PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & RECON SECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND THIRD PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & F SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT (RA)	& RECONCILIATION ADJUSTMEN	√T		\$/MCF	0.00000 0.00000 0.00000 0.00000
SECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND THIRD PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & F	& RECONCILIATION ADJUSTMEN		TION	\$/MCF \$/MCF	0.0000
SECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND THIRD PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & F	& RECONCILIATION ADJUSTMENT		TION	\$/MCF \$/MCF	0.0000
SECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND ITHIRD PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & FOUR PRICE OF THE REFUND AND RECONCILIATION ADJUSTMENT (RA)  PARTICULARS	& RECONCILIATION ADJUSTMENT		TION	\$/MCF \$/MCF \$/MCF	0.00000 0.00000 0.00000
ECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND HIRD PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & F SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT (RA)  PARTICULARS  CURRENT QUARTERLY ACTUAL ADJUSTMENT	& RECONCILIATION ADJUSTMENT		TION	\$/MCF \$/MCF \$/MCF	0.00000 0.00000 0.00000 AMOUNT 0.10500 (0.19100
SECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND THIRD PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & F SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT (RA)  PARTICULARS CURRENT QUARTERLY ACTUAL ADJUSTMENT PREVIOUS QUARTERLY REPORTED ACTUAL ADJUSTMENT	& RECONCILIATION ADJUSTMENT RECONCILIATION ADJUSTMENT ACTUAL ADJUSTMENT SUM		TION	\$/MCF \$/MCF \$/MCF UNIT \$/MCF \$/MCF \$/MCF	0.00000 0.00000 0.00000 AMOUNT 0.1050 (0.1910 0.0110
SECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND THIRD PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & F SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT (RA)	& RECONCILIATION ADJUSTMENT RECONCILIATION ADJUSTMENT  ACTUAL ADJUSTMENT SUM  NT		TION	\$/MCF \$/MCF \$/MCF UNIT \$/MCF \$/MCF	0.00000 0.00000 0.00000

THIS MONTHLY REPORT FILED PURSUANT TO ORDER NO.

OF THE PUBLIC UTILITIES COMMISSION OF OHIO, DATED

OCTOBER 18, 1979.

DATE FILED:

November 9, 2016

BY: DON WATHEN

TITLE: DIRECTOR,

Rates & Regulatory Strategy - OH/KY

## PURCHASED GAS ADJUSTMENT

SCHEDULE

COMPANY NAME: DUKE ENERGY OHIO

# EXPECTED GAS COST RATE CALCULATION

DETAILS FOR THE EGC RATE IN EFFECT AS OF November 30, 2016
PROJECTED VOLUME FOR THE TWELVE MONTH PERIOD ENDED November 30, 2017

	DEMAND	MISC	TOTAL DEMAND	
DEMAND COSTS	EXPECTED GAS COST AMT (\$)	EXPECTED GAS COST AMT (\$)	EXPECTED GAS COST AMT (\$)	
INTERSTATE PIPELINE SUPPLIERS (SCH. I-A) Columbia Gas Transmission Corp. Duke Energy Kentucky Columbia Gulf Transmission Co. Texas Gas Transmission Corp. K O Transmission Company Tennessee Gas PRODUCER/MARKETER (SCH. I - A) SYNTHETIC (SCH. I - A) OTHER GAS COMPANIES (SCH. I - B) OHIO PRODUCERS (SCH. I - B) SELF-HELP ARRANGEMENTS (SCH. I - B) SPECIAL PURCHASES (SCH. I - B)	17,802,304 522,072 2,389,275 5,017,745 786,048 700,819 151,109	0 0 0 0 0 0 0 0	17,802,304 522,072 2,389,275 5,017,745 786,048 700,819 151,109	
LOTAL DEMAND COSTS:	27,369,372	(10,744,509)	\$16,624,863	
PROJECTED GAS SALES LESS SPECIAL CONTRACT IT PURCHASES:			18,858,028 M	MCF
DEMAND (FIXED) COMPONENT OF EGC RATE:			\$0.882 /MCF	<b>ACF</b>

### COMMODITY COSTS:

GAS MARKETERS	GAS STORAGE	COLUMBIA GAS TRANSMISSION	TEXAS GAS TRANSMISSION	PROPANE	STORAGE CARRYING COSTS	COMMODITY COMPONENT OF EGC RATE:

TOTAL EXPECTED GAS COST:

\$4.433 /MCF

\$0.942 /MCF \$0.339 /MCF \$0.000 /MCF \$0.069 /MCF \$3.551 /MCF

\$2.201 /MCF

COMPANY NAME: DUKE ENERGY OHIO

### PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF	November 30, 2016	AND THE PROJECTED	
VOLUME FOR THE TWELVE MONTH PERIOD ENDED	November 30, 2017		
OURDUED OR TO MARKET WAY			
SUPPLIER OR TRANSPORTER NAME	Columbia Gas Transmis		
TARIFF SHEET REFERENCE	Fourth Revised Volume		
EFFECTIVE DATE OF TARIFF	02/1/2015 / 5/1/2016	RATE SCHEDULE NUMBER	R FSS/SST
TYPE GAS PURCHASED	X NATURAL	LIQUIFIED	SYNTHETIC
UNIT OR VOLUME TYPE	MCF		OTHER DTH
PURCHASE SOURCE		INTRASTATE	<u> </u>
INCLUDABLE GAS SUPPLIERS			
	UNIT	TWELVE	EXPECTED GAS
PARTICULARS	RATE	MONTH	COST AMOUNT
	( \$ PER)	VOLUME	(\$)
DEMAND		-	
CONTRACT DEMAND - FSS MDSQ	1.5010	2,598,168	3,899,850
CONTRACT DEMAND - FSS SCQ	0.0288		3,194,754
CONTRACT DEMAND - SST (Oct-Mar)	5.4950	1 ' '	7,138,467
CONTRACT DEMAND - SST (Apr-Sep)	5.4950		3,569,233
(,	0.4000	010,012	0,000,200
			1
TOTAL DEMAND			17,802,304
COMMODITY			
COMMODITY			
OTHER COMMODITY (SPECIFY)			
,			
TOTAL COMMODITY			-
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
	1		
TOTAL MISCELLANEOUS			-
TOTAL MICOLLE MECOC	<u> </u>		
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIES	R/TRANSPORTER		17,802,304

NOTE: IF ANY RATE SHOWN ABOVE IS DIFFERENT THAN THE UNIT RATE REPORTED IN PREVIOUS QUARTERLY REPORT, INDICATE WITH AN ASTERISK (\*) AND ATTACH COPY OF SUPPLIER TARIFF SHEET. IF TARIFF SHEET IS NOT AVAILABLE, THEN PROVIDE A DETAILED EXPLANATION.

Currently Effective Rates Applicable to Rate Schedule FSS Rate Per Dth

Daily Rate			0.0493	2.88	1.53	1.53	10.87
Total Effective	Rate	`	1.501	2.88		1.53 V	10.87
Annual Charge					cs10' -	1	•
Electric Power Costs Adjustment	Surcharge		1	ı	,	•	ı
Electri Costs A	Current		•		ı	1	,
Transportation Cost Rate Adjustment	Surcharge			ı	•	1	
Transport Rate Ac	Current			ı	ı	•	1
Base Tariff	Rate 1/		1.501	2.88	1.53	1.53	10.87
			e 3/ \$	<b>1</b> 32	8	<b>-6</b> 2	ъ.
		Rate Schedule FSS	Reservation Charge 3/	Capacity 3/	Injection	Withdrawal	Overrun 3/

1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.

2/ ACA assessed where applicable pursuant to Section 154.402 of the Commission's Regulations.

Shippers utilizing the Eastern Market Expansion (EME) facilities for FSS service will pay a total FSS MDSQ reservation charge of \$4.130 and a total FSS SCQ capacity rate of 6.80 cents. If EME customers incur an overrun for FSS services that is provided under their EME Project service agreements, they will pay a total FSS overrun rate of 23.44 cents. The additional EME demand charges and EME overrun charges can be added to the applicable surcharges above to develop the EME Total Effective Rate. 3/

V.8.

Currently Effective Rates

Rate Per Dth							1947
Ä	ase Tariff		EPCA	OTRA	CCRM	Total	Daily
	Rate		Rates	Rates	Rates	Effective/ Rate 2/	Rate
	Ì					rate g	ì
	4.601	0.232	0.070	0.073	1.044	(6.020)	0.1979
	4	(, 6007)	to 80% +	10 = Q	79		
	4.62	-0.07	0.84	0.00	0.00	1.79	1.79
-4.	1.02	-0.07	0.84	0.00	0.00	1.79	1.79
	16.15	69.0	1.07	0.24	3.43	21.58	21.58
	1.02	-0.07	0.84	0.00	0.00	1.79	1.79
7.0	B	Base Tariff Rate 1/2/ 4.601 , 00.2 1.02 16.15 1.02	Base Tariff TCRA Rate Rates $1/2/$ 4.601 0.232 $\sqrt{100^2}$ $\tau$ ( $6007$ ) $1.02$ -0.07 $1.02$ 0.69 $1.02$	Base Tariff TCRA EPCA Rate Rates Rates $1/2/$ 4.601 0.232 0.070 $\sqrt{102}$ $\tau$ ( $60\sigma$ 7) $\tau$ 0.84 $1.02$ -0.07 0.84 $1.02$ 0.69 1.07 $1.02$ -0.07 0.84	TCRA EPCA Rates Rates  0.232 0.070  0.007 + 0.84  -0.07 0.84  0.69 1.07  0.69 1.07  -0.07 0.84	TCRA EPCA Rates Rates  0.232 0.070  0.007 0.84  0.69 1.07  0.69 1.07  0.69 0.84	TCRA EPCA OTRA CCRM Total Rates Rates Rates Effective  0.232 0.070 0.073 1.044 (6.020)  -0.07 0.84 0.00 0.00 1.79  0.69 1.07 0.24 3.43 21.58  -0.07 0.84 0.00 0.00 1.79

Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively. 1

Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (http://www.ferc.gov) is incorporated herein by reference. 7

Minimum reservation charge is \$0.00.

Shippers utilizing the Eastern Market Expansion (EME) facilities for Rate Schedule SST service will pay a total SST reservation charge of \$17.625. If EME customers incur an overrun for SST services that is provided under their EME Project service agreements, they will pay a total overrun rate of 58.97 cents. The applicable EME demand charge and EME overrun charge can be added to the applicable surcharges above to calculate the EME Total Effective Rates.

,0179 withdraw rate

+ .0013 AA

,0192 injection rate

Effective On: May 1, 2016

Issued On: April 22, 2016



July 21, 2016

1700 MacCorkle Avenue SE Charleston, WV 25314 304-357-2514 Office 304-357-2654 Fax

Mr. Jeff Kern Duke Energy Ohio, Inc. 139 East Fourth Street Cincinnati, OH 45202

RE:

SST Service Agreement No. 79971 Discount Letter Amendment

Dear Mr. Kern:

This letter will serve as an amendment to the SST Service Agreement No. 79971 between Columbia Gas Transmission, LLC (Transporter) and Duke Energy Ohio, Inc. (Shipper) and supersedes and replaces all prior Discount Letter Amendments. Transporter and Shipper hereby agree that Section 3 of the above-referenced service agreement is amended to provide the following:

- 1. The rate for service, for the period from 9/01/2016 to 1/31/2019, will include a discounted demand rate of \$4.451, inclusive of all surcharges, for any receipts into Electric OP-7), 13-11 (CINC Gas & Electric-11), and 834696 (KOT DEK MLI) and for delivery to the secondary delivery point STOR (RP Storage Point TCO).
- 2. The rate for service, for the period from 2/01/2019 to 1/31/2020, will include a discounted demand rate of \$5.906, inclusive of all surcharges, for any receipts into Transporter's pipeline system for delivery to the primary delivery points 14 (CINC Gas & Electric OP-7), 13-11 (CINC Gas & Electric-11), and 834696 (KOT DEK MLI) and for delivery to the secondary delivery point STOR (RP Storage Point TCO).
- 3. The rate for service, for the period from 2/01/2020 to 1/31/2021, will include a discounted demand rate of \$6.298, inclusive of all surcharges, for any receipts into Transporter's pipeline system for delivery to the primary delivery points 14 (CINC Gas & Electric OP-7), 13-11 (CINC Gas & Electric-11), and 834696 (KOT DEK MLI) and for delivery to the secondary delivery point STOR (RP Storage Point TCO).
- 4. The rate for service, for the period from 2/01/2021 to 3/31/2022, will include a discounted demand rate of \$6.681, inclusive of all surcharges, for any receipts into Transporter's pipeline system for delivery to the primary delivery points 14 (CINC Gas & Electric OP-7), 13-11 (CINC Gas & Electric-11), and 834696 (KOT DEK MLI) and for delivery to the secondary delivery point STOR (RP Storage Point TCO).

- The above discounted demand rates will be inclusive of demand surcharges at the rates specified in the currently effective Part V.8. (Currently Effective Rates Applicable to Rate Schedule SST) of Transporter's FERC Gas Tariff effective on December 1, 2015.
- 6. Except to the extent Federal Energy Regulatory Commission ("FERC") policies, rules and/or regulations, and/or Transporter's FERC Gas Tariff provide otherwise, for service under the above-referenced Service Agreement to secondary delivery points other than STOR, in lieu of the rate set forth above, Transporter will charge and Shipper will pay the then existing maximum Recourse Rate set forth in Transporter's FERC Gas Tariff from time to time.
- 7. Notwithstanding the foregoing, the charge to be paid by Shipper to Transporter will be no lower than the applicable total effective minimum charges or higher than the applicable total effective maximum charges as set forth in Transporter's FERC Gas Tariff from time to time.
- 8. The discounted reservation rate will be apportioned in accordance with Section 20 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 9. In addition to the demand charges set forth above, Shipper must pay Transporter all applicable commodity charges, commodity surcharges, overrun charges, gathering charges, and retainage charges set forth in Transporter's FERC Gas Tariff as amended from time to time.
- In addition to the reservation charges set forth above, for the period from 9/01/2016 through 1/31/2019, Shipper will pay all applicable Capital Cost Recovery Mechanism ("CCRM") charges.
- 11. Shipper will have a contractual right of first refusal ("ROFR") under the referenced agreement if it does not qualify for the regulatory ROFR set forth in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

If you are in agreement with the above amendment, please execute both originals of this letter and return one to Transporter at the above address, Attention: Jackie Sydnor,  $8^{\text{th}}$  floor North.

Executed and agreed to this \_\_\_\_ day of \_\_Septenber\_, 2016.

**DUKE ENERGY OHIO, INC.** 

COLUMBIA GAS TRANSMISSION, LLC

MIL

By: CLXLXX

By: Lelyan Linil

RTB

Its: SVP, Midwest Delivery : Gis Ops

Its: Director. CUST SKRVICES (0/9/16)

Currently Effective Rates Retainage Rates Version 7.0.0

## RETAINAGE PERCENTAGES

Transportation Retainage	1.893%	SS+ V
Gathering Retainage	3.500%	
Storage Gas Loss Retainage	0.150% fssV	fss/
Ohio Storage Gas Lost Retainage	0.250%	
Columbia Processing Retainage 1/	0.000%	

1/ The Columbia Processing Retainage shall be assessed separately from the processing retainage applicable to third party processing plants set forth in Section 25.3 (f) of the General Terms and Conditions.

COMPANY NAME: DUKE ENERGY OHIO

### PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF VOLUME FOR THE TWELVE MONTH PERIOD ENDED	November 30, 2016 A	ND THE PROJECTED	
SUPPLIER OR TRANSPORTER NAME	Duke Energy Kentucky 10/30/2013	RATE SCHEDULE NUMBER	
TYPE GAS PURCHASED	MCF	LIQUIFIEDXINTRASTATE	_SYNTHETIC _OTHER DTH
INCLUDABLE GAS SUPPLIERS			
PARTICULARS	UNIT RATE (\$PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND CONTRACT DEMAND	0.2417	2,160,000	522,072
TOTAL DEMAND  COMMODITY  COMMODITY  OTHER COMMODITY (SPECIFY)			522,072
TOTAL COMMODITY			-
MISCELLANEOUS TRANSPORTATION OTHER MISCELLANEOUS (SPECIFY)	-	-	-
TOTAL MISCELLANEOUS		-	-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER	R/TRANSPORTER		522,072

NOTE: IF ANY RATE SHOWN ABOVE IS DIFFERENT THAN THE UNIT RATE REPORTED IN PREVIOUS QUARTERLY REPORT, INDICATE WITH AN ASTERISK (\*) AND ATTACH COPY OF SUPPLIER TARIFF SHEET. IF TARIFF SHEET IS NOT AVAILABLE, THEN PROVIDE A DETAILED EXPLANATION.

### FEDERAL ENERGY REGULATORY COMMISSION WASHINGTON, DC 20426

### OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To: Letter Order Pursuant to § 375.307 Duke Energy Kentucky, Inc. Docket No. PR13-56-000

Issued: October 30, 2013

Duke Energy Kentucky, Inc. c/o Thompson Hine LLP 1919 M Street, N.W., Suite 700 Washington, DC 20036-1600

Attention:

Peter C. Lesch

Attorney for Duke Energy Kentucky, Inc.

Reference:

Petition for Rate Approval

Dear Mr. Lesch:

On July 15, 2013, you filed on behalf of Duke Energy Kentucky, Inc. (DE-Kentucky) an application pursuant to section 284.123(b)(2)(i) of the Commission's regulations for approval of section 311 firm transportation rates and minor changes to the Statement of Operating Conditions (SOC). DE-Kentucky proposes to decrease its maximum reservation charge for firm transportation from \$0.2781 per Dth per month to \$0.2417 per Dth per month for section 311 transportation service. DE-Kentucky's commodity charge will remain at the present rate of \$0.0 per Dth. In a supplemental letter of transmittal filed September 16, 2013, DE-Kentucky agreed to file, on or before July 25, 2018, a rate petition, pursuant to section 284.123(b) of the regulations or to propose a new rate applicable to NGPA section 311 service. Noting DE-Kentucky's commitment to file a new rate petition by July 25, 2018, the referenced tariff record is accepted effective July 25, 2013 as proposed.

<sup>&</sup>lt;sup>1</sup> 18 C.F.R. § 284.123(b)(2)(i) (2013).

<sup>&</sup>lt;sup>2</sup> Duke Energy Kentucky, Inc., FERC NGPA Gas Tariff, Gas Tariffs, Operating Statement, Section 284.224 Service, 1.0.0.

Public notice of the filing was issued on July 17, 2013 with interventions and protests due on or before July 31, 2013. Pursuant to Rule 214 (18 C.F.R § 385.214 (2013)), all timely filed motions to intervene and any unopposed motion to intervene out-of-time filed before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

This acceptance for filing shall not be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in your SOC; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against your company.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date this order issues, pursuant to 18 C.F.R. § 385.713 (2013).

Sincerely,

Nils Nichols, Director Division of Pipeline Regulation



### SERVICE AGREEMENT

### No. 001

THIS AGREEMENT, made and entered into this 31st day of March, 2010, by and between DUKE ENERGY KENTUCKY, INC., a Kentucky corporation, (hereinafter referred to as "Transporter"), and DUKE ENERGY OHIO, INC (hereinafter referred to as

### WITNESSETH:

That in consideration of the mutual covenants herein contained, the parties hereto agree as

Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the applicable General Terms and Conditions of Transporter's Operating Statement on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject to the provisions of Part 284.224 of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of the shipper.

Term. Service under this Agreement shall commence as of April 1, 2010 and shall continue in full force and effect until March 31, 2011 and from year-to-year thereafter unless terminated by either party upon thirty days written notice to the other party.

Rates. Shipper shall pay Transporter those charges as approved by the Commission, unless otherwise agreed to by the parties in writing and specified as an amendment to the Service

Notices. Notices to Transporter under this Agreement shall be addressed to it at 139 East Fourth Street, Cincinnati, Ohio 45202, Attention: Patricia Walker, Senior Vice President. Notices to Shipper under this Agreement shall be addressed to it at 139 East Fourth Street, Cincinnati, Ohio 45202, Attention: Julie Janson, President.

Shipper: Duke Energy Ohic, Inc.

5 10 18° 3

Preside-t

Duke Energy Kentucky, Inc.

Title Senior Vice President Gas Operations

Revision 001

Appendix A to Service Agreement No. 001 Between Duke Energy Kentucky, Inc. (Transporter) and Duke Energy Ohio, Inc. (Shipper) Transportation Quantity: 180,000 Dth/day Primary Receipt Point: Cold Spring Station Primary Delivery Point: Front & Rose Station Eastern Avenue Station Anderson Ferry Station Shipper: Duke Energy Ohio, Inc. Ву Its arch 26 2010 Duke Energy Kentucky, Inc. enior Vice President, Gas Operations Its March 26, 2010 Date

COMPANY NAME: DUKE ENERGY OHIO

### PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF VOLUME FOR THE TWELVE MONTH PERIOD ENDED	11/30/20 11/30/20	16 AND THE PROJECTED	
SUPPLIER OR TRANSPORTER NAME TARIFF SHEET REFERENCE		nission Corp. No. 1 V.1. Version 13.0.0	
EFFECTIVE DATE OF TARIFF	7/1/2016	RATE SCHEDULE NUMBER	R FTS-1
TYPE GAS PURCHASED UNIT OR VOLUME TYPE PURCHASE SOURCE	MCF	LIQUIFIED CCF INTRASTATE	SYNTHETIC  X OTHER DTH
INCLUDABLE GAS SUPPLIERS			
PARTICULARS	UNIT RATE (\$PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND FTS-1 DEMAND (NOV-MAR) FTS-1 DEMAND (APR-OCT) FTS-1 DEMAND (NOV-OCT)	3.33 3.33 3.33	245,000 300 220,500	815,850 734,265 839,160
TOTAL DEMAND			2,389,275
COMMODITY COMMODITY OTHER COMMODITY (SPECIFY)			
TOTAL COMMODITY			0
MISCELLANEOUS TRANSPORTATION OTHER MISCELLANEOUS (SPECIFY)		-	-
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPL	JER/TRANSPORTER		2,389,275

NOTE: IF ANY RATE SHOWN ABOVE IS DIFFERENT THAN THE UNIT RATE REPORTED IN PREVIOUS QUARTERLY REPORT, INDICATE WITH AN ASTERISK (\*) AND ATTACH COPY OF SUPPLIER TARIFF SHEET. IF TARIFF SHEET IS NOT AVAILABLE, THEN PROVIDE A DETAILED EXPLANATION.

Currently Effective Rates Applicable to Rate Schedule FTS-1 Rates in Dollars per Dth

Daily Rate (3)	0.1371	0.000	0.0109	0.1480
Total Effective Rate (2) 1/	4 170	0000	0.0109 +0014 - 10125 0.0109	0.1480 0.0109
<u>Base Rate</u> (1) 1/	4 170	0.000	0.0109	0.1480
Rate Schedule FTS-1	Market Zone Reservation Charge Maximum	Minimum	Commodity Maximum Minimum	Overrun Maximum Minimum

applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 31 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission 1/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where and posted on its website (http://www.ferc.gov) is incorporated herein by reference.

Service Agreement No. 34688 Revision No. 1

### FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 33" day of September , 2014, by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and DUKE ENERGY OHIO, INC. ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. <u>Service to be Rendered</u>. Transporter shall perform and Shipper shall receive the service in accordance with the provisions of the effective FTS-1 Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained. The maximum obligations of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall or cause gas to be delivered to or for Shipper, and the points of receipt at which the Shipper shall deliver agreement between Shipper and Transporter, or in accordance with the rules and regulations of the

Section 2. <u>Term.</u> Service under this Agreement shall commence as of November 1, 2014, and shall continue in full force and effect until October 31, 2019. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's Regulations and Transporter's Tariff.

Section 3. <u>Rates.</u> Shipper shall pay the charges and furnish the Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a Shipper.

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Duke Energy Ohio, Inc., 139 East Fourth Street, P. O. Box 960, Cincinnati, OH 45202, Attention: Jeff Kern, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FTS-1 No. 34688, Revision No. 0.

DUKE E	NERGY OHIO, INC.	COLUM	IBIA GULF TRANSMISSION, LLC	
Ву	Kale	Bv	TAINSINISSION, LLC	
Title	President, Midwest + How	-,	Same	
Date	9-5-14	Date	9.23.14	

Appendix A to Service Agreement No. 34688 Under Rate Schedule FTS-1 between Columbia Gulf Transmission, LLC ("Transporter") and Duke Energy Ohio, Inc. ("Shipper")

	Recurrence <u>Interval</u>	4/1 - 10/31		Recurrence <u>Interval</u>	11/1 - 3/31	4/1 - 10/31		Recurrence	11/1 - 3/31	4/1 - 10/31
	Recu Int	- 1/4		Maximum Daily Quantity (Dth/day)	49,000	31,500		Maximum Daily Otantity (Oth/day)	49,000	31,500
Demand	Transportation Demand Dth/day 49 000	31,500	ipt Points	Measuring Point Name	CGI-RAYNE	CGT-RAYNE	ry Points	Measuring Point Name	MEANS	MEANS
Transportation Demand	End <u>Date</u> October 31, 2019	31, 2019	Primary Receipt Points	Measuring Point No.	0100072	2700010	Primary Delivery Points	Measuring Point No.	MEANS	MEANS
	End <u>Date</u> October 31	October 31, 2019		End <u>Date</u> October 24, 2040	October 31, 2018	October 31, 2019		End Date	October 31, 2019	October 31, 2019
	Begin <u>Date</u> November 1, 2014	November 1, 2014		Begin <u>Date</u> November 1 2014		November 1, 2014		Begin <u>Date</u>	November 1, 2014	November 1, 2014

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

Transporter and Shipper have mutually agreed to the following maximum or minimum pressure commitments:

X\_ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Yes X No (Check applicable blank) Iransporter and onlipper mayermany users a Tariff.

Reduction Option pursuant to Section 33 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal X Yes No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes X No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

DUKE ENERGY OHIO, INC.

Title

Date

SA WOOL

COLUMBIA-GULF TRANSMISSION, LLC 4.23.14 Date Title

B



1700 MacCorkle Avenue SE Charleston, WV 25314 Phone: 304-357-2514

Fax: 304-357-2654 jsydnor@nisource.com

June 12, 2014

Mr. Jeff Kern Duke Energy Ohio, Inc. 139 East Fourth Street Cincinnati, OH 45202

RE:

FTS-1 Service Agreement Nos. 34688 Discount Letter Amendment

Dear Mr. Kern:

This letter will serve as an amendment to the FTS-1 Service Agreement No. 34688 between Columbia Gulf Transmission, LLC (Transporter) and Duke Energy Ohio, Inc. (Shipper). Transporter and Shipper hereby agree that Section 3 of the above-referenced service agreement is amended to provide the following:

- 1. The rate for service, for the period from 11/01/2014 to 10/31/2019, will include a discounted reservation rate, inclusive of reservation surcharges, of \$3.33 for deliveries to the primary delivery point Means and for receipts into Columbia's pipeline system at the primary receipt point Rayne and at the secondary receipt point P20 (Mainline Pool).
- 2. Except to the extent Federal Energy Regulatory Commission ("FERC") policies, rules and/or regulations, and/or Transporter's FERC Gas Tariff provide otherwise, for service under the above-referenced Service Agreement to delivery points other than Means and to receipt points other than Rayne and P20 (Mainline Pool), in lieu of the rate set forth above, Transporter will charge and Shipper will pay the then existing maximum Recourse Rate set forth in Transporter's FERC Gas Tariff from time to time.
- 3. Notwithstanding the foregoing, the charge to be paid by Shipper to Transporter will be no lower than the applicable total effective minimum charges or higher than the applicable total effective maximum charges as set forth in Transporter's FERC Gas Tariff from time to time.

Page 1

- 4. The discounted reservation rate will be apportioned in accordance with Section 20 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 5. In addition to the reservation charges set forth above, Shipper must provide all applicable commodity charges, surcharges, overrun charges and retainage charges set forth in Transporter's FERC Gas Tariff from time to time.

If you are in agreement with the above amendment, please execute both originals of this letter and return one to Transporter at the above address, Attention: Jackie Sydnor,  $8^{\text{th}}$  floor North.

Executed and agreed to this day	of <b>JULY</b> , 2014.
DUKE ENERGY OHIO, INC.	COLUMBIA GULF TRANSMISSION, LLC
Ву:	By: Ole
Its: Pres., Midwest - Florida R	egionsts: VP, Commercial OPERATIONS

Service Agreement No. 154403 Revision No. 0

### FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 23 day of September, 2014 by and between COLUMBIA GULF TRANSMISSION, LLC ("Transporter") and DUKE ENERGY OHIO, INC. ("Shipper").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. <u>Service to be Rendered</u>. Transporter shall perform and Shipper shall receive the service in accordance with the provisions of the effective FTS-1 Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission herein contained. The maximum obligations of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall or cause gas to be delivered to or for Shipper, and the points of receipt at which the Shipper shall deliver agreement between Shipper and Transporter, or in accordance with the rules and regulations of the

Section 2. <u>Term.</u> Service under this Agreement shall commence as of November 1, 2014, and shall continue in full force and effect until October 31, 2019. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's Regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay the charges and furnish the Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); and (f) production and/or reserves committed by the

Section 4. <u>Notices</u>. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at Duke Energy Ohio, Inc., 139 East Fourth Street, P. O. Box 960, Cincinnati, OH 45202, Attention: Jeff Kern, until changed by either party by written notice.

Section 5. <u>Superseded Agreements</u>. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): N/A.

DUKE EN	NERGY OHIO, INC.	COLLIN	MPIA CLILE TRANSMISSION LLO
Ву	K	Bv	ABIA GULF TRANSMISSION, LLC
Title	Pres, Midwest + Horida Regions		Slame Ch
Date	9-5-14	Date	9-23-14

Revision No. 0

Appendix A to Service Agreement No. 154403 Under Rate Schedule FTS-1 between Columbia Gulf Transmission, LLC ("Transporter") and Duke Energy Ohio, Inc. ("Shipper")

	Recurrence <u>Interval</u>	12/31		Recurrence <u>Interval</u>	1/1 - 12/31		Recurrence Interval	1/1 - 12/31								
		- 1/1 -											Maximum Daily Quantity (Dth/day)	21,000		Maximum Daily Quantity (Dth/day)
	Transportation Demand Dth/day	21,000		Measuring Point Name	GULF-LEACH	y Points	Measuring Point Name	MEANS								
	End <u>Date</u> October 31, 2019	31, 2019  Primary Receipt Points	Measuring Point No.	801	Primary Delivery Points	Measuring Point No.	MEANS									
		October		End <u>Date</u>	October 31, 2019		End <u>Date</u>	October 31, 2019								
	Begin <u>Date</u>	November 1, 2014		Begin <u>Date</u>	November 1, 2014		Begin <u>Date</u>	November 1, 2014								

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

Transporter and Shipper have mutually agreed to the following maximum or minimum pressure commitments:

\_X\_\_No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 33 of the General Terms and Conditions of Transporter's FERC Gas Tariff Yes

No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes \_\_X\_ No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

By Kas, Midwest Chanda Resians
Date

COLUMBIAGULF TRANSMISSION, LLC

By Starle Cly

Title EVP | Cly

Date 9.25.14



1700 MacCorkle Avenue SE Charleston, WV 25314 Phone: 304-357-2514

Fax: 304-357-2654 jsydnor@nisource.com

June 12, 2014

Mr. Jeff Kern Duke Energy Ohio, Inc. 139 East Fourth Street Cincinnati, OH 45202

RE:

FTS-1 Service Agreement Nos. 154403 Discount Letter Amendment

Dear Mr. Kern:

This letter will serve as an amendment to the FTS-1 Service Agreement No. 154403 between Columbia Gulf Transmission, LLC (Transporter) and Duke Energy Ohio, Inc. (Shipper). Transporter and Shipper hereby agree that Section 3 of the above-referenced service agreement is amended to provide the following:

- The rate for service, for the period from 11/01/2014 to 10/31/2019, will include a
  discounted reservation rate, inclusive of reservation surcharges, of \$3.33 for deliveries
  to the primary delivery point Means and for receipts into Columbia's pipeline system at
  the primary receipt point Leach and at the secondary receipt point P20 (Mainline Pool).
- 2. Except to the extent Federal Energy Regulatory Commission ("FERC") policies, rules and/or regulations, and/or Transporter's FERC Gas Tariff provide otherwise, for service under the above-referenced Service Agreement to delivery points other than Means and to receipt points other than Leach and P20 (Mainline Pool), in lieu of the rate set forth above, Transporter will charge and Shipper will pay the then existing maximum Recourse Rate set forth in Transporter's FERC Gas Tariff from time to time.
- 3. Notwithstanding the foregoing, the charge to be paid by Shipper to Transporter will be no lower than the applicable total effective minimum charges or higher than the applicable total effective maximum charges as set forth in Transporter's FERC Gas Tariff from time to time.

Page 1

- 4. The discounted reservation rate will be apportioned in accordance with Section 20 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 5. In addition to the reservation charges set forth above, Shipper must provide all applicable commodity charges, surcharges, overrun charges and retainage charges set forth in Transporter's FERC Gas Tariff from time to time.

If you are in agreement with the above amendment, please execute both originals of this letter and return one to Transporter at the above address, Attention: Jackie Sydnor,  $8^{th}$  floor North.

Executed and agreed to this day of	JULY , 2014.
DUKE ENERGY OHIO, INC.	COLUMBIA GULF TRANSMISSION, LLC
Ву: 4	By: Oalox
Its: Pres, midwest + Florida Regions	Its: UP COMMERCIAL OPERATIONS

### PURCHASED GAS ADJUSTMENT

SCHEDULE I - A PAGE 4 OF 9

COMPANY NAME: DUKE ENERGY OHIO

### PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF	11/30/2016 AND THE PROJECTED			
VOLUME FOR THE TWELVE MONTH PERIOD ENDED	11/30/2017			
SUPPLIER OR TRANSPORTER NAME	Texas Gas Transmission, L	.LC		
TARIFF SHEET REFERENCE	Fourth Revised Volume No	. 1 Section 4.4 Version 5.0.0		
EFFECTIVE DATE OF TARIFF	10/1/2013	RATE SCHEDULE NUMBER	NNS-4	
TYPE GAS PURCHASED	X NATURAL	LIQUIFIED	SYNTHETIC	
UNIT OR VOLUME TYPE	MCF		OTHER DTH	
PURCHASE SOURCE		INTRASTATE		
INCLUDABLE GAS SUPPLIERS	LINIT	7145145	EVEROTED OAG	
DARTICUI ADO	UNIT	TWELVE	EXPECTED GAS	
PARTICULARS	RATE	MONTH	COST AMOUNT	
DEMAND	( \$ PER)	VOLUME	(\$)	
	0.4400	4 740 750	1077.150	
CONTRACT DEMAND Nom&Unnom (Nov-Mar)	0.4190	4,718,750	1,977,156	
CONTRACT DEMAND Nom&Unnom (April)	0.4190	798,210	334,450	
CONTRACT DEMAND Nom (May-Sep)	0.4190	1,680,246	704,023	
CONTRACT DEMAND Nom&Unnom (October)	0.4190	968,750	405,906	
TOTAL DEMAND			3,421,535	
COMMODITY				
COMMODITY	İ			
OTHER COMMODITY (SPECIFY)				
TOTAL COMMODITY			-	
MICCELLANICOLIC				
MISCELLANEOUS		_	_	
TRANSPORTATION	-	_		
OTHER MISCELLANEOUS (SPECIFY)	-			
TOTAL MISCELLANEOUS			-	
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIES	R/TRANSPORTER		3,421,535	

NOTE: IF ANY RATE SHOWN ABOVE IS DIFFERENT THAN THE UNIT RATE REPORTED IN PREVIOUS QUARTERLY REPORT, INDICATE WITH AN ASTERISK (\*) AND ATTACH COPY OF SUPPLIER TARIFF SHEET. IF TARIFF SHEET IS NOT AVAILABLE, THEN PROVIDE A DETAILED EXPLANATION.



October 29, 2012

Ms. Kathy Kirk
Sr. Vice President, Marketing and Origination
Texas Gas Transmission, LLC
9 Greenway Plaza, Suite 2800
Houston, TX 77046

Re: Contract No. 29907 (Rate Schedule NNS)

Dear Ms. Kirk,

Reference is made to the Firm Transportation Agreement for No Notice Service (Agreement) dated November 18, 2009, between Texas Gas Transmission, LLC (Texas Gas) and Duke Energy Ohio, Inc. (Duke) providing for no-notice transportation of natural gas by Texas Gas for Duke. In accordance with Article 6.2 of the Agreement, the Agreement will automatically rollover for an additional term of 5 years, unless Duke terminates the Agreement by giving 365 days advance written notice prior to expiration. Agreement to rollover to a new 5 year term of November 1, 2013 through October 31, 2018.

Please call Jeff Kern at 513-287-2837 if you have any questions.

Sincerely,

James Mehring

Vice President, Gas Operations

CC:

Chuck Hoffman David Moseley



### **Gas Commercial Operations**

### DE-OH Pipeline Capacity Fact Sheet

Pipeline:

Texas Gas Transmission

Rate Schedule:

No Notice Service

Volume:

25,000 dth/day (Unnominated)

6,250 dth/day (Nominated Winter) 10,982 dth/day (Nominated Summer)

R/D:

Texas Gas Zone SL/1

Rate:

Tariff Maximum

Purpose:

Original NNS agreement was signed in 1993 and amended from time to time, but does not conform to the standard service agreement in Texas Gas Transmission's tariff. The "non-conforming" provisions are either moot, or less

favorable to Duke than the standard service agreement. This

new contract will eliminate the need for TGT to file for

approval at FERC, with no changes in service.

Term:

1/1/2010 - 10/31/2013

(with extensions of 5 years at the end of the primary term)

Reservation

Cost over term:

\$12,745,802

Contract Review by Gas Commercial Operations:

JPH

Contract Review by Legal:

Contract Approval: PKW

1

### FORM OF FIRM TRANSPORTATION AGREEMENT RATE SCHEDULE NNS

### Texas Gas Contract Number 29907

THIS AGREEMENT, dated November 18, 2009 made and entered into by and between Texas Gas Transmission, LLC, a Delaware limited liability company, hereinafter referred to as "Texas Gas," and Duke Energy Ohio, Inc., an Ohio corporation, hereinafter referred to as "Customer,"

### WITNESSETH:

WHEREAS, Texas Gas desires to provide and Customer desires to receive no-notice service under its NNS Rate Schedule on the terms and conditions set forth herein;

WHEREAS, Texas Gas and Customer desire that effective January 1, 2010, this Agreement supersede and replace the previously effective NNS Agreement No. 405 between Duke Energy Ohio, Inc. and Texas Gas Transmission, LLC dated November 1, 1993;

NOW THEREFORE, Texas Gas and Customer agree as follows:

- Service: Pursuant to the terms and conditions of this Agreement and Texas Gas' Rate Schedule NNS, Customer agrees to deliver or cause to be delivered to Texas Gas at the Point(s) of Receipt in Exhibit "A" hereunder, gas for transportation and Texas Gas agrees to receive, transport, and redeliver to Customer at the Point(s) of Delivery in Exhibit "B" hereunder, the daily and seasonal quantities of gas set forth herein. The parties agree that the transportation service provided hereunder shall be a firm service provided by combining pipeline capacity (the "Nominated" portion of the service) and storage capacity (the "Unnominated" portion of the service) into a single transportation service as defined in Section 2 of the NNS Rate Schedule.
- 2. Quantities: Customer's applicable Contract Quantities shall be as set forth below:

Daily Contract Demand			Time Periods
Winter	31,250	MMBtu/D	Each November 1 through March 31
Summer	10,982	MMBtu/D	Each May 1 through September 30
Shoulder Month (April)	26,607	MMBtu/D	Each April 1 through April 30
Shoulder Month (October)	31,250	MMBtu/D	Each October 1 through October 31
,,	51,250		Lacii October 1 tiliough October 31
Nominated Daily Quantity			
Winter	6,250	MMBtu/D	Feeb Neventon 1 stored by touch 21
Summer	•		Each November 1 through March 31
	10,982	MMBtu/D	Each April 1 through October 31
Unnominated Daily Quantity			
Winter	35,000	MAN (D)	
Shoulder Month (April)	25,000	MMBtu/D	
Shoulder Month (October)	12,500	MMBtu/D	
Shoulder Month (October)	17,500	MMBtu/D	
Evenes Unnominated Delt. O			
Excess Unnominated Daily Quantit	y 3,125	MMBtu/D	
Second Overtice Parist			
Seasonal Quantity Entitlement Winter			
	3,293,750	MMBtu	Each November 1 through March 31
Summer	148	MMBtu	Each April 1 through October 31
77			· ·
Unnominated Seasonal Quantity	2,350,000	MMBtu	

- 3. <u>Points of Receipt</u>: Customer's Primary Point(s) of Receipt shall be as set forth in Exhibit "A". Customer shall have access to available Secondary Points of Receipt, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
- 4. <u>Points of Delivery</u>: Customer's Primary Point(s) of Delivery shall be as set forth in Exhibit "B". Customer shall have access to available Secondary Points of Delivery, as listed on Texas Gas' Internet Website, in accordance with Section 6.3 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
- 5. <u>Supply Lateral Capacity</u>: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".
- 6.1 <u>Primary Term</u>: This Agreement shall become effective January 1, 2010 and remain in full force and effect for a primary term beginning January 1, 2010 (with the rates and charges described in Paragraph 7 becoming effective on that date) and extending through October 31, 2013.
- 6.2 <u>Evergreen/Rollover Term</u>: At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional rollover term of five (5) years, unless Customer terminates this agreement at the end of such primary or rollover term by giving Texas Gas at least three hundred sixty-five (365) days advance written notice prior to the expiration of such primary or rollover term.
- 7. <u>Contribution in Aid of Construction:</u> To the extent this agreement is extended pursuant to Section 10.2(c) of the General Terms and Conditions of Texas Gas' FERC Gas Tariff, the terms and conditions related to the modification or construction of any associated delivery point facilities shall be set forth as Exhibit "D".
- 8. Rates: Unless otherwise agreed to in writing by Texas Gas and Customer, Customer shall pay the applicable maximum rates, charges and fees as prescribed by Rate Schedule NNS for service under this Agreement. Any negotiated or discount rate agreement, as may be agreed to from time to time, shall be set forth separately in writing.
- 9. <u>Fuel, Use and Unaccounted for Retention</u>: Customer shall reimburse Texas Gas for the quantity of gas required for fuel, company use, and unaccounted for associated with the transportation service hereunder in accordance with Section 9.2 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
- 10. <u>Changes in Rates and Charges</u>: It is further agreed that Texas Gas may, from time to time, seek authorization from the Federal Energy Regulatory Commission and/or other appropriate body for changes to any rate and/or term set forth herein or in Texas Gas' FERC Gas Tariff, as may be found necessary to assure Texas Gas just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.
- 11. Nominations and Scheduling: As respects the nominated portion of the no-notice service, periodic scheduling of the quantities of service requested shall be provided by Customer to Texas Gas at times and in accordance with the procedures specified in the General Terms and Conditions of Texas Gas' FERC Gas Tariff.
- 12. <u>Incorporation by Reference</u>: The General Terms and Conditions of Texas Gas' FERC Gas Tariff and the provisions of Rate Schedule NNS, as either or both may change from time to time, are incorporated by reference.
- 13. <u>Notices</u>: Except as may be otherwise provided, any notice, request, demand, statement, or bill provided for herein or any notice which either party may desire to give the other shall be in writing and shall be given in accordance with Section 25.4 of the General Terms and Conditions of Texas Gas' FERC Gas Tariff to the address or addresses set forth below:

### Texas Gas

Texas Gas Transmission, LLC 3800 Frederica Street Post Office Box 20008 Owensboro, Kentucky 42304

Attention: Gas Accounting (Billings and Statements)

Marketing Services (Other Matters) Scheduling Services (Nominations)

Fax: (270) 688-6817

Internet Website Address: www.gasquest.txgt.com

Other:

### Customer

Duke Energy Ohio, Inc. 139 E 4th St EM025 Cincinnati, OH 45202-4003

Attention: Contract Administration

Fax:

Other:

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party or by posting such address change to Texas Gas' Internet Website.

14. Exhibits: As indicated below, the following Exhibits are attached hereto and made a part hereof:

Exhibit "A", Primary Point(s) of Receipt Exhibit "B", Primary Point(s) of Delivery Exhibit "C", Supply Lateral Capacity

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

DUKE ENERGY OHIO, INC.	TEXAS GAS TRANSMISSION, LLC	, ah. a
Ву	By Mutter Minh & Conglication	- Dmw 13/2/6/20
Title Pres & COO, VSFERG	Title_i	
Date of Execution by Customer: (2.3.04	Date of Execution by Texas Gas: 12/31/19	

### PURCHASED GAS ADJUSTMENT

SCHEDULE I - A PAGE 5 OF 9

COMPANY NAME: DUKE ENERGY OHIO

### PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF VOLUME FOR THE TWELVE MONTH PERIOD ENDED	11/30/2016_AND THE PROJECTED D11/30/2017				
SUPPLIER OR TRANSPORTER NAME _ TARIFF SHEET REFERENCE	Texas Gas Transmission, I	LC			
EFFECTIVE DATE OF TARIFF	4/1/2014	RATE SCHEDULE NUMBER	STF		
TYPE GAS PURCHASED	X NATURAL MCF	LIQUIFIED	SYNTHETIC OTHER DTH		
INCLUDABLE GAS SUPPLIERS					
PARTICULARS	UNIT RATE (\$PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)		
DEMAND STF - DEMAND (Nov - Mar) STF - DEMAND (Apr - Oct)	0.1950 0.1200	6,342,000 2,996,000	1,236,690 359,520 0		
TOTAL DEMAND  COMMODITY			1,596,210		
COMMODITY OTHER COMMODITY (SPECIFY)					
TOTAL COMMODITY			0		
MISCELLANEOUS TRANSPORTATION OTHER MISCELLANEOUS (SPECIFY)	-		-		
TOTAL MISCELLANEOUS			-		
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIE	ER/TRANSPORTER		1,596,210		

NOTE: IF ANY RATE SHOWN ABOVE IS DIFFERENT THAN THE UNIT RATE REPORTED IN PREVIOUS QUARTERLY REPORT, INDICATE WITH AN ASTERISK (\*) AND ATTACH COPY OF SUPPLIER TARIFF SHEET. IF TARIFF SHEET IS NOT AVAILABLE, THEN PROVIDE A DETAILED EXPLANATION.



3800 Frederica Street P.O. Box 20008 Owensboro, KY 42304-0008 270/926-8686

January 15, 2014

Mr. Jeff Kern Duke Energy Ohio, Inc. 139 E 4<sup>th</sup> St EX460 Cincinnati, OH 45202-4003

> Re: Discounted Rates Letter Agreement to STF Service Agreement No. 33501 between TEXAS GAS TRANSMISSION, LLC and DUKE ENERGY OHIO, INC. dated January 15, 2014

Dear Jeff:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Service Agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and Duke Energy Ohio, Inc. ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

- 1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.
  - (a) The Contract Demand(s) for this Agreement shall be: 42,000 MMBtu per day each November March 14,000 MMBtu per day each April October
- 2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. The rates in Exhibit B are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit B. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.
- 3. This Agreement shall be effective beginning April 1, 2014 and shall continue in full force and effect through October 31, 2017.
- 4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make

changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

- 5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.
- 7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,

TEXAS GAS TRANSMISSION, LLC

Name: DAVID W

Title: V.P., Southern/Midwest Markets

Date: 1/27/14

ACCEPTED AND AGREED TO this 30th day of January , 2014.

DUKE ENERGY OHIO, INC.

L By:\_

Name: Keith Trent

ritle: EVP2 COD- Keg. Utilities

Signature page to Discounted Rates Letter Agreement, Agreement No. 33501, dated January 15, 2014.

#### Rate Schedule STF Agreement No.: 33501

### Discounted Rates Letter Agreement dated January 15, 2014

#### **EXHIBIT A**

#### Primary Receipt Point(s)

All effective primary receipt point(s) listed under the Contract.

#### Primary Delivery Point(s)

Meter Name	Meter No.	Zone
Duke Energy OH Shipper DE	1229	4

#### Rate(s)

The following rates shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

Demand:

\$0.1950 per MMBtu/day each November - March

\$0.1200 per MMBtu/day each April - October

Commodity:

Texas Gas' minimum tariff rate per MMBtu plus applicable surcharges and fuel

retention

Discount Qualification:

Customer may select Primary Receipt Point capacity up to 120% of Daily Contract Demand in the Winter Season and in the Summer Season with no impact on the discounted demand rates. If Customer selects Primary Receipt Point capacity greater than 120% of Daily Demand in the Winter Season or the Summer Season, then the maximum applicable rate shall apply to all of the Contract Demand.

The discounted demand and commodity rates are applicable for deliveries to the Primary and Eligible Secondary Delivery Points. To the extent Customer or its replacement shipper delivers gas to any other delivery point, or delivers more than the daily contract demand on any day and such volumes are not daily overrun, then Customer shall pay both the maximum demand and commodity rates for all gas quantities on that day.

# Rate Schedule STF Agreement No.: 33501 Discounted Rates Letter Agreement dated January 15, 2014

#### **EXHIBIT B**

### Eligible Secondary Receipt Point(s)

All secondary receipt points located in Texas Gas Rate Zone(s) 1, 2, 3 and 4

### Eligible Secondary Delivery Point(s)

Meter Name	Meter No.	Zone
Lebanon-Dominion	1247	4
Lebanon-Columbia Gas	1715	4
Lebanon-Texas Eastern Duke Energy KY Shipper DE	1859	4
Save Pucies K i Suibbet DE	1872	4

#### Rate(s)

The rates identified on Exhibit A shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).





January 15, 2014

Mr. Jeff Kern Duke Energy Ohio, Inc. 139 E 4<sup>th</sup> St EX460 Cincinnati, OH 45202-4003

Re: Discounted Rates Letter Agreement to STF Service Agreement No. 33501 between TEXAS GAS TRANSMISSION, LLC and DUKE ENERGY OHIO, INC. dated January 15, 2014

#### Dear Jeff:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Service Agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and Duke Energy Ohio, Inc. ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

- 1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth
  - (a) The Contract Demand(s) for this Agreement shall be: 42,000 MMBtu per day each November March 14,000 MMBtu per day each April October
- 2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. The rates in Exhibit B are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit B. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.
- 3. This Agreement shall be effective beginning April 1, 2014 and shall continue in full force and effect through October 31, 2017.
- 4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make

changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

- 5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or period of time such order, rule, regulation, or law is in effect.
- 7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

ACCEPTED AND AGREED TO this 30th day of January , 2014

DUKE ENERGY OHIO, INC.

By: Janjan

1

Title: EVP2 COD-Reg. Utilities

Signature page to Discounted Rates Letter Agreement, Agreement No. 33501, dated January 15, 2014.

#### Rate Schedule STF Agreement No.: 33501 Discounted Rates Letter Agreement dated January 15, 2014

#### **EXHIBIT A**

#### Primary Receipt Point(s)

All effective primary receipt point(s) listed under the Contract.

#### Primary Delivery Point(s)

Meter Name	Meter No.	Zone
Duke Energy OH Shipper DE	1229	4

#### Rate(s)

The following rates shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

Demand:

\$0.1950 per MMBtu/day each November - March

\$0.1200 per MMBtu/day each April - October

Commodity:

Texas Gas' minimum tariff rate per MMBtu plus applicable surcharges and fuel

retention

Discount Qualification:

Customer may select Primary Receipt Point capacity up to 120% of Daily Contract Demand in the Winter Season and in the Summer Season with no impact on the discounted demand rates. If Customer selects Primary Receipt Point capacity greater than 120% of Daily Demand in the Winter Season or the Summer Season, then the maximum applicable rate shall apply to all of the Contract Demand.

The discounted demand and commodity rates are applicable for deliveries to the Primary and Eligible Secondary Delivery Points. To the extent Customer or its replacement shipper delivers gas to any other delivery point, or delivers more than the daily contract demand on any day and such volumes are not daily overrun, then Customer shall pay both the maximum demand and commodity rates for all gas quantities on that day.

#### Rate Schedule STF

### Agreement No.: 33501

## Discounted Rates Letter Agreement dated January 15, 2014

#### **EXHIBIT B**

### Eligible Secondary Receipt Point(s)

All secondary receipt points located in Texas Gas Rate Zone(s) 1, 2, 3 and 4

### Eligible Secondary Delivery Point(s)

Meter Name	Meter No.	Zone
Lebanon-Dominion	1247	4
Lebanon-Columbia Gas	1715	4
Lebanon-Texas Eastern	1859	4
Duke Energy KY Shipper DE	1872	4

#### Rate(s)

The rates identified on Exhibit A shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

Rate Schedule STF Agreement No.: 33501 Dated: January 15, 2014

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Duke Energy Ohio, Inc., ("Customer").

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' thencurrent Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s): 42,000 MMBtu/day each November - March 14,000 MMBtu/day each April - October

Term: This Agreement shall be effective beginning April 1, 2014 and shall continue in full force and effect through October 31, 2017.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:

**Exhibit A, Primary Points** 

Exhibit B, Contract Notice Address

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED

Texas Gas Transmission, LLC

, Southern/Midwest Markets

Duke Energy Ohio, Inc.

## Currently Effective Maximum Transportation Rates (\$ per MMBtu) For Service Under Rate Schedule NNS

Base Tariff Rates	
1.11.000	
0.1800	
0.0253	
0.2053	
0.2782	
0.0431	
0.3213	
0.3088	
0.0460	
0.3548	
0.3543	
0.0490	
0.4033	
0.4190	_
0.0614 + N13 = Qe	71
0.4804	
	0.1800 0.0253 0.2053 0.2782 0.0431 0.3213 0.3088 0.0460 0.3548 0.3543 0.0490 0.4033 0.4190 0.0614 # (0013) = .042

The above rates shall be increased to include the ACA unit charge pursuant to Section 6.9[7] of the General Terms and Conditions.

#### Notes:

- The maximum reservation charge component of the maximum firm volumetric capacity release rate shall be the applicable maximum daily demand rate herein pursuant to Section 6.16 of the General Terms and Conditions.

# Currently Effective Minimum Transportation Rates (\$ per MMBtu) For Service Under Rate Schedules FT, STF, and IT

Receipt-Delivery Zone	Minimum Base Rate
SL-SL	0.0028
SL-1	0.0110
SL-2	0.0162
SL-3	0.0218
SL-4	0.0226
1-1	0.0087
1-2	0.0145
1-3	0.0190
1-4	0.0200
2-2	0.0071
2-3	0.0116
2-4	0.0126
3-3	0.0058
3-4	0.0068
4-4	0.0023

Backhaul rates equal forward haul rates from Zone SL to zone of delivery; provided, however, that intrazone rates shall apply to intra-zone transportation, whether such intra-zone transportation is forward haul or backhaul.

Schedule of Currently Effective Fuel Retention Percentages Pursuant to Section 6.9 of the General Terms and Conditions

#### NNS/NNL/SGT/SGL/SNS/WNS Rate Schedules

Delivery <u>Fuel Zone</u>	EFRP [1	
South	0.12%	
Middle	0.39%	
North	0.40%	

#### FT/STF/IT Rate Schedules

Rec/Del <u>Fuel Zone</u>	EFRP
South/South	0.50%
South/Middle	0.68%
South/North	0.74%
Middle/South Middle/Middle	0.50% 0.07%
Middle/North	0.33%
North/South North/Middle	1.02% 0.29%
North/North	0.29%

#### FSS/FSS-M/ISS/ISS-M Rate Schedules

Injection / Withdrawal 0.00%

### Swing Allocation Hybrid Rate NNS/NNL/SGT/SGL/SNS/WNS

Delivery <u>Fuel Zone</u>	EFRP	
South	0.00%	
Middle	0.00%	
North	0.00%	

<sup>[1]</sup> Effective Fuel Retention Percentage Schedule of Currently Effective Fuel Retention Percentages Pursuant to Section 6.9 of the General Terms and Conditions

COMPANY NAME: DUKE ENERGY OHIO

#### PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF VOLUME FOR THE TWELVE MONTH PERIOD ENDED	11/30/2016 A 11/30/2017	ND THE PROJECTED	
SUPPLIER OR TRANSPORTER NAME	K O Transmission Compan	у	
TARIFF SHEET REFERENCE EFFECTIVE DATE OF TARIFF	Part 3 4/1/2016	RATE SCHEDULE NUMBER	FTS
TYPE GAS PURCHASED UNIT OR VOLUME TYPE PURCHASE SOURCE	X NATURAL MCF	LIQUIFIED	SYNTHETIC OTHER DTH
INCLUDABLE GAS SUPPLIERS			
PARTICULARS	UNIT RATE (\$PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND FT - DEMAND	0.3560	2,208,000	786,048
TOTAL DEMAND COMMODITY			786,048
TOTAL COMMODITY  MISCELLANEOUS			0
TRANSPORTATION OTHER MISCELLANEOUS (SPECIFY)	-	-	-
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIE	ER/TRANSPORTER		786,048

NOTE: IF ANY RATE SHOWN ABOVE IS DIFFERENT THAN THE UNIT RATE REPORTED IN PREVIOUS QUARTERLY REPORT, INDICATE WITH AN ASTERISK (\*) AND ATTACH COPY OF SUPPLIER TARIFF SHEET. IF TARIFF SHEET IS NOT AVAILABLE, THEN PROVIDE A DETAILED EXPLANATION.

KO Transmission Company

Effective Date:

04/01/2016

FERC Docket:

RP16-00695-000

FERC Order:

Delegated Letter Order

Part 3, Currently Effective Rates, 10.0.0

Status:

Effective

Order Date:

03/30/2016

# CURRENTLY EFFECTIVE RATES APPLICABLE TO RATE SCHEDULES FTS AND ITS

#### RATE LEVELS - RATE PER DTH

RATE SCHEDULE FTS	Base Tariff Rate <sup>1/</sup>
Reservation Charge 2/	
Maximum 1	\$0.3560
Maximum 2	\$0.3560
Daily Rate - Maximum 1	\$0.0117
Daily Rate - Maximum 2	\$0.0117
Commodity	
Maximum	\$0.0000 = 10013
Minimum	\$0.0000
Overrun	\$0.0117
RATE SCHEDULE ITS	
Commodity	
Maximum	\$0.0117

<sup>&</sup>lt;sup>17</sup> ACA assessed where applicable pursuant to Section 154.402 of the Commission's regulations and will be charged pursuant to Section 23 of the General Terms and Conditions at such time that initial and successive annual ACA assessments applicable to Transporter are made and posted on the Commission's website (<a href="http://www.ferc.gov">http://www.ferc.gov</a>).

\$0.0000

Minimum

Transportation Retainage Adjustment

0.882%

NOTE: Utilizing GISB standards 5.3.22 and 5.3.23, Transporter's Rate Schedule FTS Reservation Charge can be converted to an applicable daily rate by dividing the above monthly rate by 30.4 days.

<sup>&</sup>lt;sup>2/</sup> Minimum reservation charge is \$0.00.

COMPANY NAME: DUKE ENERGY OHIO

#### PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF VOLUME FOR THE TWELVE MONTH PERIOD ENDED	11/30/2016 AND THE PROJECTED 11/30/2017		
SUPPLIER OR TRANSPORTER NAME TARIFF SHEET REFERENCE	Tennessee Gas Pipeline		
EFFECTIVE DATE OF TARIFF	11/1/2016	RATE SCHEDULE NUMBER	FT-A
TYPE GAS PURCHASED XUNIT OR VOLUME TYPE PURCHASE SOURCE X	MCF	LIQUIFIED  CCF X  INTRASTATE	SYNTHETIC OTHER DTH
INCLUDABLE GAS SUPPLIERS			
PARTICULARS	UNIT RATE (\$PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND FT-A DEMAND	2.4334	288,000	700,819
TOTAL DEMAND COMMODITY			700,819
TOTAL COMMODITY			0
MISCELLANEOUS TRANSPORTATION OTHER MISCELLANEOUS (SPECIFY)	-	-	-
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER	/TRANSPORTER		700,819

NOTE: IF ANY RATE SHOWN ABOVE IS DIFFERENT THAN THE UNIT RATE REPORTED IN PREVIOUS QUARTERLY REPORT, INDICATE WITH AN ASTERISK (\*) AND ATTACH COPY OF SUPPLIER TARIFF SHEET. IF TARIFF SHEET IS NOT AVAILABLE, THEN PROVIDE A DETAILED EXPLANATION.

#### **Additional Information**

May 18, 2016

Duke Energy Ohio, Inc. 139 East Fourth Street P.O. Box 960 Cincinnati, OH 45202

Attention: Jeff Kern

RE: Discounted Rate Agreement

Rate Schedule FT-A Service Package No. 321248

#### Dear Jeff:

In response to the request of Duke Energy Ohio, Inc. ("Duke OH") and pursuant to Section 5.1 of Tennessee Gas Pipeline Company, L.L.C.'s ("Tennessee") Rate Schedule FT-A, Tennessee hereby agrees to adjust its then applicable Rate Schedule FT-A transportation rates for service provided under the above-referenced gas transportation agreement as follows:

- 1. a) If Duke OH attempts to apply this Discounted Rate Agreement to any volumes and/or to any points not eligible for the discount and thereby fails to pay correctly invoiced and undisputed amounts, then, if such failure is not cured within thirty days of provision of notice by Tennessee to Duke OH of such failure, Tennessee shall have the right, in its sole discretion, to immediately terminate this Discounted Rate Agreement with Duke OH and/or to assess, from the date of such violation of the terms of this Discounted Rate Agreement, the applicable maximum rate on all transactions occurring under the Service Package for the month(s) in which such limits were exceeded.
- b) For the period commencing November 1, 2016, and extending through March 31, 2019, for gas delivered by Tennessee on behalf of Duke OH to any Zone 2 delivery meter under the above referenced gas transportation agreement, the applicable Rate Schedule FT-A rates for volumes received by Tennessee from any Zone L/1 or Zone 2 receipt meter will be:
  - A monthly reservation rate equal to the lesser of (i) \$2.4334 per Dth, or (ii) Tennessee's maximum applicable monthly reservation rate.
  - ii) A daily commodity rate of Tennessee's maximum applicable commodity rate.
- c) These rates apply to all secondary receipts and deliveries in the paths and zones described above. In addition, Shipper shall also pay ACA, applicable Fuel and Loss Retention (F&LR) and Electric Power Cost Recovery (EPCR) charges and all applicable surcharges specified in Tennessee's FERC Gas Tariff, as may be in effect from time to time ("Tariff").
- d) Receipts from and/or deliveries to points other than those listed above during the term of this Discounted Rate Agreement shall result in Duke OH being assessed Tennessee's maximum reservation rate under Rate Schedule FT-A for the primary path divided by the number of days in the month for the entire gas transportation agreement TQ on the day(s) of such deliveries and Tennessee's maximum daily commodity rates under Rate Schedule FT-A as well as the applicable F&LR and EPCR charges and all surcharges under Rate Schedule FT-A.
- 2. If any terms of this Discounted Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee may immediately terminate this Discounted Rate Agreement. If any terms of this Discounted Rate Agreement are in any way modified by order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Tennessee and Duke OH may mutually agree to amend this Discounted Rate Agreement in order to ensure that the original commercial intent of the

parties is preserved. In the event that the parties cannot achieve mutual agreement, Tennessee reserves the right to immediately terminate this Discounted Rate Agreement.

If Duke OH is interested in entering into the Discounted Rate Agreement for firm capacity in accordance with the terms proposed above, please have the authorized representative of Duke OH execute this Discounted Rate Agreement, and return to the undersigned. This Discounted Rate Agreement will become binding upon the parties only after it then is accepted and executed by Tennessee's authorized representative on the below "Agreed to and Accepted" portion. One fully executed copy will be returned for your records.

If an executed Discounted Rate Agreement is not returned via mail, email to alison\_stringer@kindermorgan.com or facsimile to 713-369-9305 on or before June 30, 2016, then the Discounted Rate Agreement is nullified, and Duke OH will be billed Tennessee's maximum reservation and commodity rates under Rate Schedule FT-A.

Alison G. Stringer

Account Director, Marketing

AGREED TO AND ACCEPTED THIS 1 DAY OF 30 00, 2016

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

Title: Marketing & Business Dem

AGREED TO AND ACCEPTED THIS 13 DAY OF JUNCS

2016

DUKE ENERGY QHIO, INC

BOK

# AMENDMENT NO. 0 TO GAS TRANSPORTATION AGREEMENT DATED November 1, 2016 GAS TRANSPORTATION AGREEMENT (For Use Under FT-A Rate Schedule) **EXHIBIT A**

BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.

DUKE ENERGY OHIO, INC.

Amendment Effective Date: November 1, 2016

Service Package: 321248-FTATGP

Service Package TQ: 24000 Dth

TO	24000		
ENDING DATE		03/31/2019	
RECINING DATE	DEGINALING DATE	11/01/2016	

R/D LEG METER-TQ	24000	24000
LEG	100 24000	800
RVD	٥	œ
ST ZONE	2	
ST	≩	\$
COUNTY	MONTGOME RY	FRANKLIN LA
INTERCONNECT PARTY NAME COUNTY	COLUMBIA GAS TRNSM. CORP.	TENNESSEE GAS PIPELINE
METER METER NAME	03/31/2019 420049 COL GAS/TGP NORTH MEANS KY MONTGOME	POOLING PT - 800 LEG - ZONE L
METER	420049	420998
ENDING	03/31/2019	03/31/2019 420998
BEGINNING ENDING	11/01/2016	11/01/2016

Total Receipt TQ 24000 Total Delivery TQ 24000

Number of Receipt Points: 1 Number of Delivery Points: 1

Other Provisions Permitted by Tariff under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Tennessee's FERC Gas Tariff:

Note: Exhibit A is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use Under FT-A Rate Schedule)
EXHIBIT B
TO GAS TRANSPORTATION AGREEMENT
DATED November 1, 2016
BETWEEN
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
AND
DUKE ENERGY OHIO, INC.

REVENUE REDUCTION OPTION PROVISIONS\*

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NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE
OPTION PERIOD(S)	OPTION DESCRIPTION	OPTION CONSIDERATION

ANY LIMITATIONS ON THE EXERCISE OF THE REVENUE REDUCTION OPTION AS BID BY THE SHIPPER: \* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERALTERMS AND CONDITIONS.

COMPANY NAME: DUKE ENERGY OHIO

#### PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF VOLUME FOR THE TWELVE MONTH PERIOD ENDED	11/30/2016 11/30/2017		
SUPPLIER OR TRANSPORTER NAME _	Various Producers / Marke	eters	
TARIFF SHEET REFERENCE			
EFFECTIVE DATE OF TARIFF		RATE SCHEDULE NUMBE	R
TYPE GAS PURCHASED	X NATURAL	LIQUIFIED	SYNTHETIC
UNIT OR VOLUME TYPE	MCF	CCF	X OTHER DTH
PURCHASE SOURCE_	X INTERSTATE	INTRASTATE	_
INCLUDABLE GAS SUPPLIERS			
INCEGDABLE GAG GOLF EIENG	UNIT	TWELVE	EXPECTED GAS
PARTICULARS	RATE	MONTH	COST AMOUNT
1711110027110	(\$PER)	VOLUME	(\$)
DEMAND		VOLONIE	(*/
Various Producers/Marketers	_	11,585,081	47,609
Needle Peaking @ City Gate (Various Suppliers)	_	1,150,000	103,500
resource coming & only state (various suppliers)		1,100,000	130,333
TOTAL DEMAND			151,109
COMMODITY			
See Commodity Costs sheet, Page 8 of 8.	1		
			1
TOTAL COMMODITY			-
ANDOELLANEOUS			
MISCELLANEOUS			
TRANSPORTATION	-	*6	
OTHER MISCELLANEOUS (SPECIFY)	_	_	
			i
TOTAL MISCELLANEOUS			0
	-		
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIE	R/TRANSPORTER		151,109

NOTE: IF ANY RATE SHOWN ABOVE IS DIFFERENT THAN THE UNIT RATE REPORTED IN PREVIOUS QUARTERLY REPORT, INDICATE WITH AN ASTERISK (\*) AND ATTACH COPY OF SUPPLIER TARIFF SHEET. IF TARIFF SHEET IS NOT AVAILABLE, THEN PROVIDE A DETAILED EXPLANATION.

COMPANY NAME: DUKE ENERGY OHIO

#### PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF VOLUME FOR THE TWELVE MONTH PERIOD ENDED	11/30/2016 11/30/2017	AND THE PROJECTED		
SUPPLIER OR TRANSPORTER NAME	Commodity Costs			
TARIFF SHEET REFERENCE EFFECTIVE DATE OF TARIFF	<del></del>	RATE SCHEDULE NUMBER	·	•
LITEOTIVE DATE OF TAKE!		RATE SCHEDULE NUMBER		
TYPE GAS PURCHASED X UNIT OR VOLUME TYPE PURCHASE SOURCE X	NATURAL MCF INTERSTATE	LIQUIFIED CCF INTRASTATE	SYNTHETIC OTHER	
GAS COMMODITY RATE FOR DECEMBER 2016:				
GAS MARKETERS: WEIGHTED AVERAGE GAS COST @ CITY GATE (\$/Dth) (1): DUKE ENERGY OHIO FUEL DTH TO MCF CONVERSION ESTIMATED WEIGHTING FACTOR GAS MARKETERS COMMODITY RATE	1.300% 1.0805 65.400%	\$0.0400 \$0.2507	\$3.0741 \$3.1141 \$3.3648 \$2.2006	\$/Dth \$/Mcf \$/Mcf
GAS STORAGE: COLUMBIA GAS TRANS STORAGE INVENTORY RATE COLUMBIA GAS TRANS. FSS WITHDRAWAL FEE COLUMBIA GAS TRANS. SST FUEL COLUMBIA GAS TRANS SST COMMODITY RATE KO TRANS, COMMODITY RATE DUKE ENERGY OHIO FUEL DTH TO MCF CONVERSION ESTIMATED WEIGHTING FACTOR GAS STORAGE COMMODITY RATE - COLUMBIA GAS TEXAS GAS TRANSMISSION - STORAGE INVENTORY RATE TEXAS GAS COMMODITY RATE DUKE ENERGY OHIO FUEL DTH TO MCF CONVERSION ESTIMATED WEIGHTING FACTOR GAS STORAGE COMMODITY RATE - TEXAS GAS	1.893% 1.300% 1.0805 24.400%  1.300% 1.0805 10.200%	\$0.0153 \$0.0652 \$0.0179 \$0.0013 \$0.0458 \$0.2876 \$0.0627 \$0.0394 \$0.2475	\$3.4268 \$3.4421 \$3.5073 \$3.5252 \$3.5265 \$3.5723 \$3.8599 \$0.9418 <b>\$0.942</b> \$2.9719 \$3.0346 \$3.0740 \$3.3215 \$0.3388 <b>\$0.339</b>	s/Dth s/Dth s/Dth s/Dth s/Mcf s/Mcf s/Mcf s/Dth s/Dth s/Mcf s/Mcf
PROPANE: WEIGHTED AVERAGE PROPANE INVENTORY RATE GALLON TO MCF CONVERSION ESTIMATED WEIGHTING FACTOR PROPANE COMMODITY RATE	15.38 0.000%	\$9.9898	\$0.69470 \$10.6845 \$0.0000 <b>\$0.000</b>	\$/Mcf \$/Mcf

FOOTNOTE NO. (1) Weighted average cost of gas based on NYMEX prices on 11/7/16 and contracted hedging prices.

#### OTHER PRIMARY GAS SUPPLIERS

DETAILS FOR THE EGC IN EFFECT AS OF 11/30/2016 AND THE PROJECTED VOLUME FOR THE TWELVE MONTH PERIOD ENDED 11/30/2017

CUDDUED MANE	UNIT	TWELVE MONTH	EXPECTED GAS	
SUPPLIER NAME OTHER GAS COMPANIES	RATE	VOLUME	COST AMOUNT	
TOTAL OTHER GAS COMPANIES			-	
OHIO PRODUCERS				
TOTAL OHIO PRODUCERS			-	
SELF-HELP ARRANGEMENT TRANSPORTATION OTHER MISCELLANEOUS (SPECIFY)				
Firm Balancing Service (FBS) Credit (1) Contract Commitment Cost Recovery (CCCR) Credit (1) EFBS Demand Credit EFBS Volumetric Credit (1) FRAS Capacity Assignment TOTAL SELF-HELP ARRANGEMENT	0.185 * (0.014) * 6.76 0.016 0.139	16,715,600 31,209,037 842,400 14,493,437 15,704,239	(3,092,386 451,555 (5,694,624 (231,895 (2,177,159 (10,744,509	
SPECIAL PURCHASES				

FOOTNOTE NO. (1) Unit rate and volumes are in \$/Mcf and Mcf respectively.

#### PURCHASED GAS ADJUSTMENT DUKE ENERGY OHIO ATTACHMENT TO SCHEDULE I

INCLUDABLE PROPANE (PEAK SHAVING @ EASTERN AVE):	
BOOK COST OF INCLUDABLE PROPANE (\$/GAL)	0.63505
INCLUDABLE PROPANE FOR 12 MO. ENDED Septem	ber 30, 2016 (GALS) 681,498
	SUB TOTAL 432,785
INCLUDABLE PROPANE (PEAK SHAVING @ DICKS CREEK PLANTS):	
BOOK COST OF INCLUDABLE PROPANE (\$/GAL)	0.00000
INCLUDABLE PROPANE FOR 12 MO. ENDED Septem	nber 30, 2016 (GALS)
	SUB TOTAL -
INCLUDABLE PROPANE (PEAK SHAVING @ ERLANGER PLANT) :	
BOOK COST OF INCLUDABLE PROPANE (\$/GAL)	0.76514
INCLUDABLE PROPANE FOR 12 MO. ENDED Septem	nber 30, 2016 (GALS) 577,118
	SUB TOTAL 441,576
	TOTAL DOLLARS 874,361
	TOTAL GALLONS 1,258,616
See Commodity Costs sheet, Page 8 of 8.	WEIGHTED AVERAGE RATE \$0.69470

#### PURCHASED GAS ADJUSTMENT **COMPANY NAME: DUKE ENERGY OHIO**

#### SUPPLEMENTAL MONTHLY REPORT

#### ESTIMATED COST OF GAS INJECTED AND WITHDRAWN FROM STORAGE

Details for the EGC Rate in Effect as of November 30, 2016

#### Monthly Storage Activity

Month	Beginning Storage Inventory	Injected	Withdrawn	Ending Storage Inventory
October 2016	\$29,016,786	\$1,388,533	\$0	\$30,405,319
November 2016	\$30,405,319	\$0	\$1,461,132	\$28,944,187
December 2016	\$28,944,187	\$0	\$4,165,148	\$24,779,039

### PURCHASED GAS ADJUSTMENT COMPANY NAME: DUKE ENERGY OHIO

#### SUPPLEMENTAL MONTHLY REPORT

#### **ESTIMATED CONTRACT STORAGE CARRYING COSTS**

Details for the EGC Rate in Effect as of

November 30, 2016

Line No.	Ending Storage Balance Month	Estimated Ending Storage Inventory (Schedule I - C)	Average Monthly Storage Inventory Balance	Average Storage Balance times Monthly Cost of Capital (1)	Estimated Monthly MCF	\$/MCF
1	October 2016	\$30,405,319		0.8333%		
2	November 2016	\$28,944,187	\$29,674,753			
3	December 2016	\$24,779,039	\$26,861,613	\$223,838	3,229,353	\$0.069

Note (1): 10% divided by 12 months = 0.8333%

# PURCHASE GAS ADJUSTMENT DUKE ENERGY OHIO

## SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT DETAILS FOR THE THREE MONTH PERIOD ENDED August 31, 2016

PARTICULARS			UNIT	AMOUNT
PROJECTED SALES: TWELVE MONTHS ENDED	November 30	2017	MCF	18,858,028
TOTAL PROJECTED SALES: TWELVE MONTHS ENDED	November 30	2017	MCF	18,858,028
RATIO OF JURISDICTIONAL SALES TO TOTAL SALES			RATIO	1.000
SUPPLIER REFUNDS RECEIVED AND RECONCILIATION ADJUST ORDERED DURING THE THREE MONTH PERIOD	TMENTS August 31, 2016		\$	0.00
JURISDICTIONAL SHARE OF SUPPLIER REFUNDS AND RECON	ICILIATION ADJUS	TMENTS	\$	0.00
INTEREST FACTOR				1.0550
JURISDICTIONAL SHARE OF SUPPLIER REFUNDS AND RECONADJUSTMENTS, INCLUDING INTEREST	ICILIATION		\$	0.00
JURISDICTIONAL SALES: TWELVE MONTHS ENDED	November 30	2017	MCF	18,858,028
CURRENT SUPPLIER REFUND AND RECONCILIATION ADJUST	MENT		\$/MCF	0.000
DETAILS OF REF	UNDS / ADJUSTME DD ENDED Aug	ENTS gust 31, 2016		
PARTICULARS (SPECIFY)			UNIT	AMOUNT
SUPPLIER				
TOTAL REFUNDS APPLICABLE TO THE CURRENT GCR			\$	0.00

SCHEDULE III

# PURCHASE GAS ADJUSTMENT DUKE ENERGY OHIO ACTUAL ADJUSTMENT

### ACTUAL ADJUSTMENT DETAILS FOR THE THREE MONTH PERIOD ENDED

August 31, 2016

PARTICULARS	UNIT	JUNE	JULY	AUGUST
SUPPLY VOLUME PER BOOKS				
PRIMARY GAS SUPPLIERS UTILITY PRODUCTION	MCF MCF	579,144	673,660	746,212
INCLUDABLE PROPANE OTHER VOLUMES (SPECIFY) ADJUSTMENT	MCF MCF	8,354	11,548	19,175
TOTAL SUPPLY VOLUMES	MCF	587,498	685,208	765,387
SUPPLY COST PER BOOKS				
PRIMARY GAS SUPPLIERS TRANSITION COSTS	\$ \$	3,094,191	3,568,185	3,833,610
GAS STORAGE CARRYING COSTS INCLUDABLE PROPANE OTHER COSTS (SPECIFY):	\$ \$	122,219	154,764	190,829
MANAGEMENT FEE CONTRACT COMMITTMENT COSTS RIDER TRANSPORTATION GAS COST CREDIT RATE "IT" CREDIT	\$ \$ \$ \$	(204,880) 26,302	(204,880) 20,489	(204,880) 19,753
FIRM TRANSPORTATION SUPPLIER COST CUSTOMER POOL USAGE COST LOSSES - DAMAGED LINES SALES TO REMARKETERS	\$ \$ \$ \$	2,143 (682,801) (9) 0	939 (651,889) (1,267) 0	(14,133) (603,740) (4,290) 0
WEIGHTED AVERAGE PIPELINE COST REFUNDED/(BILLED) TO SUPPLIERS	\$	0	0 0	0
TOTAL SUPPLY COSTS	\$	2,357,165	2,886,341	3,217,149
SALES VOLUMES				
JURISDICTIONAL NON-JURISDICTIONAL OTHER VOLUMES (SPECIFY):	MCF MCF MCF	497,251.2 0.0 0.0	334,616.9 0.0 0.0	332,764.0 0.0 0.0
TOTAL SALES VOLUMES	MCF	497,251.2	334,616.9	332,764.0
UNIT BOOK COST OF GAS (SUPPLY \$ / SALES MCF) LESS: EGC IN EFFECT FOR THE MONTH	\$/MCF \$/MCF	4.740 3.663	8.626 3.985	9.668 4.541
DIFFERENCE TIMES: MONTHLY JURISDICTIONAL SALES	\$/MCF MCF	1.077 497,251.2	4.641 334,616.9	5.127 332,764.0
EQUALS MONTHLY COST DIFFERENCE	\$	535,539.54	1,552,957.03	1,706,081.03
PARTICULARS	UNIT			AMOUNT
TOTAL COST DIFFERENCE FOR THE THREE MONTH PERIOD	\$			3,794,577.60
PRIOR PERIOD ADJUSTMENT DUE TO AUDIT	\$			178,067.81
PRIOR PERIOD ADJUSTMENT	\$			6,561.90
BALANCE ADJUSTMENT FROM SCHEDULE IV	\$			(2,002,626.95)
TOTAL COST DIFFERENCE FOR USE IN THE CURRENT AA CALCULATION	\$			1,976,580.36
DIVIDED BY: 12 MONTH PROJECTED SALES ENDED November 30 2017	MCF			18,858,028
EQUALS CURRENT QUARTERLY ACTUAL ADJUSTMENT	\$/MCF			0.105

ВА

# PURCHASE GAS ADJUSTMENT DUKE ENERGY OHIO BALANCE ADJUSTMENT DETAILS FOR THE THREE MONTH PERIOD ENDED

August 31, 2016

PARTICULARS	UNIT	AMOUNT
COST DIFFERENCE BETWEEN BOOK AND EFFECTIVE EGC AS USED TO COMPUTE  AA OF THE GCR IN EFFECT FOUR QUARTERS PRIOR TO THE CURRENTLY  EFFECTIVE GCR ( AUGUST 31, 2015 )	\$	(9,161,636.00)
LESS: DOLLAR AMOUNT RESULTING FROM THE AA OF \$ (0.426) /MCF AS USED TO COMPUTE THE GCR IN EFFECT FOUR QUARTERS PRIOR TO THE CURRENTLY EFFECTIVE GCR TIMES THE JURISDICTIONAL SALES OF 16.814.688 PERIOD BETWEEN THE EFFECTIVE DATE OF THE CURRENT GCR RATE AND THE EFFECTIVE DATE OF THE GCR IN EFFECT APPROXIMATELY ONE YEAR PRIOR TO		
THE CURRENT RATE	\$	(7,163,056.88)
BALANCE ADJUSTMENT FOR THE AA	\$	(1,998,579.12)
DOLLAR AMOUNT OF SUPPLIER REFUNDS AND COMMISSION ORDERED RECONCILIATION ADJUSTMENTS AS USED TO COMPUTE RA OF THE GCR IN EFFECT FOUR QUARTERS PRIOR TO THE CURRENTLY EFFECTIVE GCR ( AUGUST 31, 2015 )	\$	(20,862.50)
LESS: DOLLAR AMOUNT RESULTING FROM THE UNIT RATE FOR SUPPLIER REFUNDS AND RECONCILIATION ADJUSTMENTS OF \$ (0.001) /MCF AS USED TO COMPUTE RA OF THE GCR IN EFFECT FOUR QUARTERS PRIOR TO THE CURRENTLY EFFECTIVE GCR TIMES THE JURISDICTIONAL SALES OF 16.814.688 MCF FOR THE PERIOD BETWEEN THE EFFECTIVE DATE OF THE CURRENT GCR RATE AND THE EFFECTIVE DATE OF THE GCR RATE IN EFFECT APPROXIMATELY ONE YEAR PRIOR TO THE CURRENT RATE	\$	(16,814.67)
BALANCE ADJUSTMENT FOR THE RA	\$	(4,047.83)
DOLLAR AMOUNT OF THE BALANCE ADJUSTMENT AS USED TO COMPUTE BA OF THE GCR IN EFFECT ONE QUARTER PRIOR TO THE CURRENTLY EFFECTIVE GCR ( AUGUST 31, 2015 )	\$	0.00
LESS: DOLLAR AMOUNT RESULTING FROM THE BA OF \$ 0.000 /MCF AS USED TO COMPUTE THE GCR IN EFFECT ONE QUARTER PRIOR TO THE CURRENTLY EFFECTIVE GCR TIMES THE JURISDICTIONAL SALES OF 0 MCF FOR THE PERIOD BETWEEN THE EFFECTIVE DATE OF THE CURRENT GCR RATE AND THE		
EFFECTIVE DATE OF THE GCR RATE IN EFFECT IMMEDIATELY PRIOR TO THE CURRENT RATE	\$	0.00
BALANCE ADJUSTMENT FOR THE BA	\$	0.00
TOTAL BALANCE ADJUSTMENT AMOUNT TO BE INCLUDED WITH CURRENT AA ON SCHEDULE III	\$	(2,002,626.95)

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 16-0218-GA-GCR, 89-8002-GA-TRF

Summary: Tariff Duke Energy Ohio GCR December 2016 electronically filed by Mrs. Julie A. Lee on behalf of Duke Energy Ohio and Patten, Dana and Lee, Julie Ann Mrs.