

**BEFORE**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Duke Energy Ohio, Inc., for an Increase in Natural Gas Rates.	)	
	)	Case No. 22-507-GA-AIR
	)	
In the Matter of the Application of Duke Energy Ohio, Inc., for Approval of an Alternative Form of Regulation.	)	
	)	Case No. 22-508-GA-ALT
	)	
In the Matter of the Application of Duke Energy Ohio, Inc., for Tariff Approval.	)	
	)	Case No. 22-509-GA-ATA
	)	
In the Matter of the Application of Duke Energy Ohio, Inc., for Approval to Change Accounting Methods.	)	
	)	Case No. 22-510-GA-AAM
	)	

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**VOLUME 4**

**MANAGEMENT POLICIES, PRACTICES, AND ORGANIZATION  
THREE FUNCTIONAL AREAS**

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June 30, 2022

**REQUEST:**

Three areas:

1. Finance and accounting: internal auditing, including an evaluation of the Company's internal controls, processes, and procedures to comply with applicable laws and to ensure the integrity of financial and accounting information.
2. Budgeting and forecasting, including policies and procedures for how jurisdictional allocation factors are calculated, including the statistics used and an explanation for any recent changes in allocation procedures. The review should specifically address how costs associated with shared plant is allocated between Duke Energy Ohio and Duke Energy Kentucky
3. Plant operations and construction: A summary and review of the Company's transmission pipeline system in Ohio and estimates of the scope of work associated with material verification, maximum allowable operating pressure (MAOP) reconfirmation, and other requirements of the Pipeline and Hazardous Materials Safety Administration's "Safety of Gas Transmission Pipelines" rule, issued on 10/1/2019.

**RESPONSE:**

1. Please see Confidential MPP Areas Attachment 1.
2. Please see MPP Areas Attachment 2, Attachment 2A, Attachment 2A.1, Attachment 2A.2, Attachment 2B, and Attachment 2C.
3. Please see MPP Areas Attachment 3.

CONFIDENTIAL

Management Practices, and Procedures Organization

Functional Area One

## Service Company Allocations

Process: Financial Closing & Reporting (FRCA); Allocate Service Company Costs

Approved By: Jeff Setser

The Service Company Allocations group is responsible for providing current allocation percentages by legal entity and the method used to allocate each service company function. This information is outlined in the Cost Allocation Manual (CAM), which documents the policies and procedures for allocating costs between the different business units. This manual is maintained by the Rates Department and is provided to state commissions staff or filed annually with the state commissions, if applicable.

Costs are directly assigned and charged to functional business units to the extent practical, with remaining costs subject to the allocation process. Service Company Allocations has overall responsibility to allocate corporate governance and shared service costs.

The following processes are performed by Service Company Allocations:

1. Determine cost pools. Costs are accumulated into cost pools based on the charging area's functional Operating Unit (OU). Cost pools remain static unless there are reorganizations, then cost pools are adjusted accordingly if necessary.
2. Determine base factors. The base factors, (Three Factor Formula - Labor, Gross Margin, PP&E, Number of Employees, etc.) which is the basis used to allocate each cost pool above, remain static unless significant change occurs.
3. Determine allocation % for each of the base factors. The allocation basis percentages to the legal entities for each base factor (i.e., Three Factor Formula) used to allocate service company function costs are calculated annually during the budget cycle. The allocation % remain consistent throughout the year unless there are significant organizational changes that warrant recalculations.

FCRA- Allocations Service Company (ASC) 50 Corporate allocation calculation review

Annually, the service company allocation calculations undergo a prepare/check/review process to ensure accuracy and completeness.

4. Determine %'s for Overhead Loader. The Enterprise and Governance Overhead Loader %'s are calculated annually during the budget cycle. The %'s remains fairly consistent throughout the year unless there are significant changes that warrant recalculations.

FCRA-ASC50 Corporate allocation calculation review

**Duke Energy Ohio**  
**Case No. 22-0507-GA-AIR**  
**MPP Areas Attachment 2**

Annually, the service company allocation calculations undergo a prepare/check/review process to ensure accuracy and completeness.

5. Load into PeopleSoft Financials. The basis percentages (Step 3) and Enterprise Overhead offset percentages (Step 4) are loaded into PeopleSoft Financials monthly via a "stat" journal by the Business analyst. Additionally, the spreadsheets generated from the calculations in Steps 3 & 4 serve as supporting documentation for journal entry loaded into PeopleSoft.

FCRA-ASC44 Composite rates are entered correctly in FMIS

The Business Analyst runs a Webi query monthly to verify allocation percentages entered in PeopleSoft total 100% for each cost pool to ensure accuracy. The journal follows the j/e process: FCRA--JE01-- Entity level JE control.

6. The night of the 1st business day, the system runs a job to apply the Enterprise Overhead Loader to DEBS labor and posts the journals to the general ledger.

FCRA-ASC45 Service company allocations posted properly

Monthly, the Business Analyst reviews the allocation results using The Run Control and Suspense Account Reports sent by e-mail from the PeopleSoft Financials Support Team. The Run Control Report indicates whether the Allocation steps ran successfully or if errors occurred during the allocations run. The Suspense Account Report indicates if any entries were posted to the allocation suspense account. Any postings to the suspense account are identified and the Business Analyst forwards the lines involved to the Financial Contact of the Pool owner for correct accounting. Once the correct accounting is received the Business Analyst processes the correction via journal entry.

7. The night of the 2nd business day, the system runs a job to apply the allocation % (rates) to the cost pool dollars and posts the journals to the general ledger.

FCRA-ASC45 Service company allocations posted properly

Monthly, the Business Analyst reviews the allocation results using The Run Control and Suspense Account Reports sent by e-mail from the PeopleSoft Financials Support Team. The Run Control Report indicates whether the Allocation steps ran successfully or if errors occurred during the allocations run. The Suspense Account Report indicates if any entries were posted to the allocation suspense account. Any postings to the suspense account are identified and the Business Analyst forwards the lines involved to the Financial Contact of the Pool owner for correct accounting. Once the correct accounting is received the Business Analyst processes the correction via journal entry.

**Duke Energy Ohio**  
**Case No. 22-0507-GA-AIR**  
**MPP Areas Attachment 2**

FCRA-ASC46 Corporate allocations posted properly The Business Analyst runs a WebI query monthly to verify that the job ran without errors, completely and accurately. The query is used to determine if the dollars allocated to the BUs and offset the cost pools appropriately. A OneStream report is also run to review the income statement impact for Service Company.

On occasion there will be residuals (difference between cost pool and offset). Based on materiality or timing (month-end close vs. year-end close), these charges may be allocated manually. A material residual would be \$3m over or under allocated year to date.

8. A WebI query is run on Day 3 to determine the spread of allocated and direct charged Service Company labor. The Governance Overhead Loader (Step 4) offsets are determined based on this query. A stat journal is loaded into Peoplesoft Financials by the Business Analyst. The journal follows the j/e process: FCRA-JE01-- Entity level JE control.

9. The night of the 3rd business day, the system runs a job to apply the Governance Overhead Loader to DEBS labor and post the journals to the general ledger.

FCRA-ASC45 Service company allocations posted properly

Monthly, the Business Analyst reviews the allocation results using The Run Control and Suspense Account Reports sent by e-mail from the PeopleSoft Financials Support Team. The Run Control Report indicates whether the Allocation steps ran successfully or if errors occurred during the allocations run. The Suspense Account Report indicates if any entries were posted to the allocation suspense account. Any postings to the suspense account are identified and the Business Analyst forwards the lines involved to the Financial Contact of the Pool owner for correct accounting. Once the correct accounting is received the Business Analyst processes the correction via journal entry.

10. The results of Shared Services and Governance allocations are reviewed.

**Duke Energy Ohio**  
**Case No. 22-0507-GA-AIR**  
**MPP Areas Attachment 2A**

The Duke Energy Ohio, Inc. Cost Allocation Manual (CAM) is prepared as needed by gathering the necessary information from several different company groups. The organizational structure updates are provided by Legal. The affiliate asset transactions are provided by Supply Chain. The Relevant Service agreements are reviewed to ensure the most recent ones are included by the Corporate Compliance, and Shared Services Allocations and Reporting groups. Human Resources provides the reports for employee description, employing company, and transferring employees. This information is compiled by the Duke Energy Ohio Legal group and is made available when required.

The allocation factors for the allocations described in the Service Agreements included in the CAM are updated annually as part of the budget cycle. The Service Company and Utility to Utility allocations are prepared by the Shared Services Allocations and Reporting group, and include the service function, method of allocation and allocation factors for each of the jurisdictions and businesses including Duke Energy Ohio. DE Ohio Electric and Gas allocation factors from the Service Company are shown separately. See attachments “2022 Svc Co Cost Allocation Rate Schedule for CAM”(MPP Areas Attachment 2A.1) and “2022 Utility Cost Allocation Rate Schedule for CAM” (MPP Areas Attachment 2A.2) for the most current Service company and Utility to Utility allocations. The company maintains Sarbanes-Oxley controls around the allocation process. A brief narrative and associated controls are described in the “Service Company Allocations Narrative WDESK 44 45 46 50” (MPP Areas Attachment 2) document.

Per the Service Company Utility Service agreement, to recover the cost of capital, utilities including DE Ohio are charged a return for shared assets on the service company using the allowable revenue requirement for each jurisdiction. Entries are recorded monthly using an allocation of Service Company assets which include DEBS PP&E less CWIP, Capital lease assets and deferred taxes associated with PP&E; DEBS inventory assets; and DEPBS Pension assets less deferred taxes.

A facility study is conducted yearly for utility owned headquarter buildings in each jurisdiction including Ohio. The purpose is to determine intercompany rent to charge to non-utility employees utilizing space in these offices. The rent includes a return on the net book value of the facility, depreciation, property taxes and insurance.

Certain costs that reside on DE Ohio need to be allocated between Gas and Electric and Kentucky. The allocation split for these costs are maintained by the Regulated DE Ohio/Kentucky accounting group. Updated rates are calculated by the accounting group and updated in January for actual allocations.





<https://collabonate.duke-energy.com/sites/ONGRC/Shared Documents/MPP/Three Areas/MPP Areas Attachment 2A.1.docx>  
Sum Group by CAMSegment

Gas Only
New Duke 50998
New Duke 20013
Legacy Duke
Legacy Process
MW Only









**ERLANGER ALLOCATION OF FIXED COSTS - O&M**

**Purpose:** On a monthly basis, a journal entry is booked to pick up the charges in specified 7XX FERC accounts on Duke Energy Kentucky Gas and allocate a 64.2% of those costs to Duke Energy Ohio Gas. The most updated percentage of fixed costs to allocate was determined as part of the 2019 Kentucky Gas Rate Case and was effective 4/1/2019.



Date: April 15, 2019

To: Gary Hebbeler, VP Special Projects  
Sarah Lawler, Director, Rates & Regulatory Planning  
Lisa Steinkuhl, Rates & Regulatory Strategy Manager  
Gennifer Raney, Director Gas Pipeline Services  
Mitch Martin, Manager Citygate Operations  
Julie Whisman, Specialist, Gas Financial Services  
Dani Weatherston, Manager Accounting II

From: Rocco D'Ascenzo, Deputy General Counsel

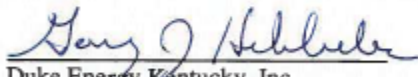
Subject: **Agreement between Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc. Regarding Duke Energy Kentucky, Inc.'s Erlanger Propane Plant and Constance Cavern**

Duke Energy Kentucky, Inc. (Duke Energy Kentucky), as a result of a Kentucky Public Service Commission (Commission) gas rate case order dated March 27, 2019 in Case No. 2018-00261, hereby revises the "Return" percentage, referred to in Item (iii) of the cost allocation formula in the subject agreement dated May 2, 1961, to 7.063%. The new return percentage should be reflected in the monthly fixed charge billed to Duke Energy Ohio, Inc. (Duke Energy Ohio) effective on and after **April 1, 2019**. This supersedes all prior Orders and return percentages.


This change is being made in order that the allocation of Duke Energy Kentucky's propane plant charges to Duke Energy Ohio will reflect an equitable rate of return as approved by the Commission.

The allocation of fixed costs to Duke Energy Ohio will change to **64.2%** based on the amount of capacity Duke Energy Ohio is capable of receiving from the Erlanger Propane Plant.

Please indicate Duke Energy Ohio and Kentucky's acceptance and agreement to this change by signing in the appropriate space provided below.

  
Duke Energy Kentucky, Inc.  
Gary Hebbeler  
VP, Special Projects

4/15/19  
Date

  
Duke Energy Ohio, Inc.  
Amy B. Spiller  
State President, Ohio/Kentucky

4/15/19  
Date

**Procedures:** Day 3 Item – Cubes in excel file should be updated no earlier than Day 3

4. Once the document has been refreshed, the numbers on the **DEO Allocation, Summary, and Detail** tabs should be updated
5. On the **Summary** tab, the highlighted cells should be zero. Those cells are the reconciling cells. If there is a number in those cells, then the cubes may not have been ran correctly so make sure to click “Refresh All”
6. **DEO Allocation** Tab – the items under the “Amounts for JE” column is what is being booked and reclassified from BU 75086 to BU 75026

#### Booking entry into Peoplesoft

1. Copy the prior month entry (75086-ERLANGERKY)
2. Amounts on the **DEO Allocation** tab under “Amounts for JE” are the credited amounts on the entry and are associated with the BU 75086
  - a. The debits are the amounts being reclassified to BU 75026

Lines	Totals	Errors	Approval
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t 75086  
[Template List](#)

Journal ID ERLANGERKY  
[Search Criteria](#)

Date 06/30/2020

\*Process

e	Unit	Ledger	SpeedType	Acct	Res Type	Oper Unit	Resp Ctr	Affiliate	Currency	Amount	R
	75086	ACTUALS		0711000	99810	GD70	S588		USD	-314.71	C
	75026	ACTUALS		0711000	99810	GD10	S588		USD	314.71	C
	75086	ACTUALS		0712000	99810	GD70	S588		USD	-605.57	C
	75026	ACTUALS		0712000	99810	GD10	S588		USD	605.57	C
	75086	ACTUALS		0717000	99810	GD70	S588		USD	-15,817.14	C
	75026	ACTUALS		0717000	99810	GD10	S588		USD	15,817.14	C
	75086	ACTUALS		0735000	99810	GD70	S588		USD	-12,193.11	C
	75026	ACTUALS		0735000	99810	GD10	S588		USD	12,193.11	C
	75086	ACTUALS		0742000	99810	GD70	S588		USD	-14.28	C
	75026	ACTUALS		0742000	99810	GD10	S588		USD	14.28	C

3. Once the amounts are updated, click **Process**
  - a. The Journal Status at the bottom of the page should go from **N** to **V (valid)**
  - b. If the status has an **E**, then the journal is not balanced. Check each line item to make sure the amounts are typed in correctly.
4. Go to the **Header** tab, click “Attachments” and upload the ERLANGERKY file



**Header** | Lines | Totals | Errors | Approval

**Unit** 75086


**Journal ID** ERLANGERKY

**Date** 06/30/2020

**Long Description** DEO Portion (64.2%) of Erlanger Gas Plant charged from KY BU 75086. 

187 characters remaining

**\*Ledger Group** ACTUALS

**Adjusting Entry** Non-Adjusting Entry 

**Ledger**

**Fiscal Year** 2020

**\*Source** 402

**Period** 6

**Reference Number**

**ADB Date** 06/30/2020


**Journal Class**

**Transaction Code** GENERAL

☐ **Auto Generate Lines**

☐ **Save Journal Incomplete Status**

☐ **Autobalance on 0 Amount Line**

**SJE Type** 

[Currency Defaults: USD / CRRNT / 1](#)

[Attachments \(1\)](#)

☐ **CTA**

[Reversal: Do Not Generate Reversal](#)

- Go back the **Lines** tab, click the drop-down menu next to **Process** button, select **Submit Journal**, then click **Process**

**NOTES:** In September 20202, this allocation journal was automated and continued to be booked monthly by system allocations. Due to the retirement of the Erlanger Propane Cavern in April of 2022, this allocation is no longer being recorded.

EXHIBIT B

AGREEMENT BETWEEN THE CINCINNATI GAS & ELECTRIC COMPANY AND THE  
UNION LIGHT, HEAT AND POWER COMPANY REGARDING UNION COMPANY'S  
UNDERGROUND STORAGE CAVERN

This Agreement entered into on this 23rd day of May, 1961, between The Cincinnati Gas & Electric Company, an Ohio corporation, hereinafter referred to as "Cincinnati" and The Union Light, Heat and Power Company, a Kentucky corporation, hereinafter referred to as "Union",

WITNESSETH THAT:

WHEREAS, Union and Cincinnati are public utilities rendering gas service in their respective service areas in northern Kentucky and southwestern Ohio, respectively, in the proximity of Cincinnati, Ohio; and

WHEREAS, both Union and Cincinnati severally desire to avail themselves of certain propane-air gas supplies to supplement on peak days the natural gas that they severally purchase from Kentucky Gas Transmission Corporation (KGT) and thereby hold to a minimum the demand charges made against Union and Cincinnati by KGT under its F.P.C. Gas Tariff; and

WHEREAS, Union has in its service area underground formations for the construction of a mined cavern for storing liquid propane that can be used to produce peak shaving propane-air gas; and

WHEREAS, it would not be economical for a company the size of Union to construct such a cavern and its associated equipment solely for its own use because of the high unit costs involved; and

WHEREAS, Union proposes to construct such a cavern and facilities for the storage of liquid propane and for the production of a maximum of 50,000 Mcf per day of propane-air gas near KGT's line AM-7 in the proximity of Erlanger, Kentucky and to provide therefrom propane-air

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gas for its own use and also for delivery to Cincinnati through approximately 5 miles of line AM-7 to be purchased for that purpose; and

WHEREAS, Union proposes to complete the construction of the cavern and facilities necessary to produce and deliver the propane-air gas so as to be in operation during the next heating season, i.e., by November 1, 1961; and

WHEREAS, as a result of the foregoing plans, Union and Cincinnati have been able to avoid the necessity of requesting additional peak day supplies of natural gas from KGT to the extent of 5,400 Mcf and 32,600 Mcf of Contract Demands, respectively; and

WHEREAS, the construction and operation of the cavern and production facilities will provide economic peak shaving in the public interest; and

WHEREAS, by virtue of the foregoing circumstances, time is of the essence; and

WHEREAS, Union, Cincinnati and KGT have, simultaneously with the execution of this agreement, entered into a Precedent Agreement covering the sale and purchase of portions of line AM-7;

NOW THEREFORE the parties hereto agree with each other as follows:

1. Union agrees to perform the following:

(a) Construct a mined cavern together with the necessary pumps and appurtenances at an approximate depth of 400 feet on a site to be purchased on Amsterdam Road, said cavern to be of such size that it can store approximately 7 million gallons of liquid propane, and also construct suitable unloading facilities to receive propane from public carriers.

(b) Lease or purchase certain real property near line AM-7 north of Erlanger, Kentucky, and construct on said property a

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propane-air gas plant and gas mixing, regulating, measuring, and control equipment, together with compressors, boilers, heat exchangers, water supply, electric facilities, and necessary appurtenances for producing approximately 50,000 Mcf of propane-air gas in a 24 hour period.

(c) Construct a steel pipeline for transporting liquid propane from the cavern site to said property near line AM-7.

(d) Construct a lateral connection from the plant outlet to line AM-7.

(e) Subject to the performance and satisfaction of the provisions of the Precedent Agreement referred to above, including regulatory approvals relating to the proposed Agreements referred to therein, (i) purchase and store, to the extent feasible, liquid propane or other product in the above cavern for use in the production of propane-air gas, of heat content as near equal to that of the natural gas received from KGT as operating equipment and interchangeability of gas will permit, during peak periods of operation or emergencies, (ii) operate and maintain, to the extent feasible, all of the above cavern, pipeline, and gas plant equipment for the production of such propane-air gas, and (iii) deliver such propane-air gas to its own system and to that of Cincinnati through the portion of line AM-7 purchased by Union under said Precedent Agreement, at the respective options of such companies to the limit of 20% for Union, and 80% for Cincinnati, of the propane-air gas producing capacity in any 24 hour period as metered at said plant.

(f) Obtain any necessary regulatory authorizations in connection with the performance of this agreement.

2. Subject to the performance of said Precedent Agreement, Cincinnati agrees to pay to Union starting with November, 1961 and

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continuing each month thereafter during the term of this agreement, its proportionate share of all costs pertaining to the plant and facilities constructed pursuant to this agreement, as described in appended Exhibit A. Such monthly amount shall be paid on or before the 25th of each following month and shall consist of the following:

(A) A monthly amount based on estimated costs to be adjusted each subsequent December to actual costs incurred during the preceding 12 months ended November 30 consisting of 1/12 of 80% (based on Cincinnati's requirement of 40,000 Mcf daily capacity out of a total of 50,000 Mcf daily plant capacity) of the following items:

(i) Depreciation

An amount equal to the annual accrual for depreciation applicable to the plant and facilities constructed pursuant to this agreement, as recorded on Union's books, the initial annual depreciation rates to be as set forth on said Exhibit A.

(ii) Insurance

An amount equal to the total property insurance cost applicable to said plant and facilities, as recorded on the books of Union.

(iii) Return

An amount equal to six and three quarters percent (6-3/4%) per annum of Union's "base for return" which shall be an amount consisting of the original cost of said plant and facilities, estimated, if not known, at date of this contract and revised to actual amounts as of November 30 of each calendar year, less the accumulated provision for depreciation applicable

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thereto, plus the average month end investment in liquid propane carried in inventory during the 12 months ended the preceding November 30. Should any large or costly additions or retirements be made in any year during the term of this agreement, such additions and retirements when recorded shall be considered in determining a revised "base for return".

(iv) Land Rental

An amount equal to the total annual land rental cost applicable to said plant and facilities, as recorded on the books of Union.

(v) Taxes

An amount equal to all taxes, fees or assessments lawfully imposed upon Union by any authority which are the result of or directly attributable to the ownership, operation, maintenance or earnings of said plant and facilities.

(vi) Maintenance Expenses

An amount equal to the annual maintenance expenses incurred by Union in maintaining said plant and facilities as recorded on Union's books.

(B) A monthly amount comprising a portion of the operation expenses, excluding insurance and land rentals, incurred during the preceding month by Union in operating said plant and facilities as recorded on its books. Such portion shall be based on Cincinnati's annual usage of propane-air gas related to the annual deliveries from the plant during the 12 months ended the preceding November 30.

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(C) The cost of liquid propane, based on the average cost method of pricing inventory, attributable to Cincinnati during the current month.

3. Subject to the performance of said Precedent Agreement, Cincinnati also agrees to pay Union eighty percent (80%) of all costs, including all court costs, counsel fees and expenses, incurred by Union in the defense or adjustment of all actions or proceedings brought and all claims and demands made growing out of the operation or maintenance of said plant and facilities. Such amount will be billed separately and paid by Cincinnati within 25 days of receipt of such billing.

4. Subject to the performance of said Precedent Agreement, Union will operate the cavern and related plant consistent with generally accepted standards and will not be held responsible to Cincinnati for interruptions or failures in service thereof due to accidents, acts committed by others or acts of God.

5. This agreement shall become effective forthwith and shall remain in full force and effect for 25 years after November 1, 1961, and thereafter shall be automatically renewed from year to year unless and until terminated by either party upon written notice given to the other party at least 6 months prior to the expiration of the original term or any such one year renewal term. It shall be binding upon and inure to the benefit of the parties thereto and successors and assigns. This agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises and the performance thereof shall be subject to (a) the receipt of all regulatory approvals, in form and substance satisfactory to the parties hereto, necessary to permit the parties hereto to perform all

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the duties and obligations to be performed by such parties hereunder and (b), in the instances indicated, the performance of said Precedent Agreement.

6. In the event that the necessary regulatory authorizations are not obtained or Union determines that it is not feasible to complete the construction of said plant and facilities, Union shall, to the extent possible, sell the property involved and Cincinnati shall reimburse Union for 80% of the costs which it has incurred less any proceeds from the sale.

IN WITNESS WHEREOF, the parties hereto have caused this to be duly executed on the 23rd day of May, 1961.

ATTEST:

*M. J. Sloan*  
*Secretary*

THE UNION LIGHT, HEAT AND POWER COMPANY

By *Milton J. Ziffer*  
*VICE PRESIDENT*

ATTEST:

*Richard H. Rhein*  
*Ass't Secretary*

THE CINCINNATI GAS & ELECTRIC COMPANY

By *Kurt S. Simon*  
*Executive Vice-President*



**Purpose:** On annual basis, in December of each year, an Erlanger Gas Plant study is prepared in order to update the monthly payment to be made by Duke Energy Ohio Gas to Duke Energy Kentucky Gas for the use of the Erlanger Gas Plant and also to record a true-up to adjust for the actual amount billed to Duke Energy Ohio for the year. The amount to be allocated was determined as part of the 2019 Kentucky Gas Rate case. Supporting documents are attached.

**Monthly Payment Calculation:** The entry allocates 64.2% of Fixed Costs and PSCKY Maintenance Tax from Duke Energy Ohio Gas to Duke Energy Kentucky Gas. Fixed Costs are composed of 1) Return on Net Plant and Inventory, 2) Annual Depreciation, 3) Property Taxes, 4) Insurance, and 5) Federal and State Income Tax. PSCKY Maintenance Tax is derived from the PSCKY Tax Rate provided by Rates and Regulatory Strategy multiplied by Fixed Costs. The calculation is then divided by 12 to calculate the monthly amount to be allocated.

**1) Return on Net Plant and Inventory**

Calculation: {A} Property, Plant & Equipment less Accumulated Provision for Depreciation plus {B} Propane Inventory 12 month average multiplied by {C} Return on Rate Base percentage.

**A. Property Plant & E and Accumulated Depreciation**

Source: Capital Accounting Jurisdiction Report provided by Asset Accounting.

Source: Detail: Capital Accounting Jurisdiction Report Query 1 and Query 2.

**B. Propane Inventory 12 Month Average**

Source: SSAS general ledger cube.

Source Detail: Account 0151126. Business unit 75086.

**C. Return on Rate Base Percentage**

Source: SCH\_A and SCH\_A Rate Base of the KPSC Gas SFRs-2018 report provided by Rates and Regulatory Strategy.

Source Detail: Net Operating Income divided by Jurisdictional Rate Base.

**2) Annual Depreciation**

Calculation: {A} Book Cost multiplied by {B} Gas Facilities Devoted to Other KY Regulatory Rates

**A. Book Cost**

Source: Capital Accounting Jurisdiction Report provided by Asset Accounting.

Source: Detail: Capital Accounting Jurisdiction Report Query 1 and Query 2.

**B. Gas Facilities Devoted to Other KY Regulatory Rates**

Source: WPB-2.2g – Forecast of the KPSC Gas SFRs-2018 report provided by Rates and Regulatory Strategy.

**3) Property Taxes**

Calculation: Sum of {A} Net Book Value multiplied by {B} Estimated Property Tax Ratio and {C} Estimated Property Tax Rate.

**A. Net Book Value**

Source: Capital Accounting Jurisdiction Report provided by Asset Accounting.

Source: Detail: Capital Accounting Jurisdiction Report Query 1 and Query 2.

**B. Estimated Property Tax Ratio**

Source: Tax Department

Source Detail: Input calculated by the Tax Department. Includes real estate, tangible personal property, and manufacturing property class inputs.

**C. Estimated Property Tax Rate**

Source: Tax Department

Source Detail: Input calculated by the Tax Department. Includes real estate, tangible personal property, and manufacturing property class inputs.

**4) Insurance**

Calculation: {A} Net Book Value divided by {B} year-to-date DEK Gas Property Plant Equipment Total multiplied by the {C} Allocated Gas Portion of Bison Invoices.

**A. Net Book Value**

Source: Capital Accounting Jurisdiction Report provided by Asset Accounting.

Source Detail: Capital Accounting Jurisdiction Report Query 1 and Query 2.

**B. DEK Gas Property Plant Equipment Total**

Source: OneStream financial statement query

Source Detail: Duke Energy Kentucky Gas entity and PROP\_PLANT\_EQ\_TOTAL node.

**C. Allocated Gas Portion of Bison Invoices**

Source: SSAS general ledger cube.

Source Detail: 12 month sum of query results derived from accounts 0924050 and 0925051 and business unit 75088.

**5) Federal and State Income Tax**

**Federal Calculation:** {A} Cost of Equity Reciprocal of Effective Tax Rate multiplied by {B} Federal Income Tax Rate

**State Calculation:** {A} Cost of Equity Reciprocal of Effective Tax Rate multiplied by {C} State of Kentucky Income Tax Rate.

**A. Cost of Equity Reciprocal of Effective Tax Rate**

Calculation: Cost of Equity (Return on Common) divided by Total Tax Rate

**Cost of Equity (Return on Common)**

Calculation: Return on Rate Base less Weighted Cost of Debt

**Return on Rate Base**

Calculation: Net Plant Investment Plus Average Propane Inventory multiplied by Rate of Return on Rate Base Percentage

**Net Plant Investment Plus Average Propane Inventory**

Calculation: Property, Plant & Equipment less Accumulated Provision for Depreciation plus Propane Inventory 12 month average

**Rate of Return on Rate Base Percentage**

Calculation: Net Operating Income divided by Jurisdictional Rate Base.

**Weighted Cost of Debt**

Calculation: Debt Ratio multiplied by Total Weighted Cost of Debt

**Debt Ratio**

Calculation: Net Plant Investment Plus Average Propane Inventory multiplied by Total Debt Rate of Return

**Total Weighted Cost of Debt**

Calculation: Long-Term Debt plus Short-Term Debt

**Total Tax Rate**

Calculation: Income Before Federal Income Tax less Federal Income Tax Rate

**SOURCES**

**Capitalization:** SCH\_A Cap-Forecast of the KPSC Gas SFRs-2018 report provided by Rates and Regulatory Strategy.

**Rate Base and Operating Income:** SCH\_A Rate Base-Forecast of the KPSC Gas SFRs-2018 report provided by Rates and Regulatory Strategy.

**Federal and State Tax Rates:** SCH\_H-Forecast of the KPSC Gas SFRs-2018 report provided by Rates and Regulatory Strategy.

**Debt Ratios and Weighted Costs:** SCH\_J1-Forecast of the KPSC Gas SFRs-2018 report provided by Rates and Regulatory Strategy.

**B. Federal Income Tax Rate**

Source: SCH\_H Line 14 – Forecast of the KPSC Gas SFRs-2018 report provided by Rates and Regulatory Strategy.

Source Detail: Input calculated by Rates and Regulatory Strategy.

**C. State of Kentucky Income Tax Rate**

Source: SCH\_H Line 10 – Forecast of the KPSC Gas SFRs-2018 report provided by Rates and Regulatory Strategy.

Source Detail: Input calculated by Rates and Regulatory Strategy.

**NOTES: Due to the retirement of the Erlanger plant in April of 2022, the allocation of these costs has been discontinued.**

EXHIBIT B

AGREEMENT BETWEEN THE CINCINNATI GAS & ELECTRIC COMPANY AND THE  
UNION LIGHT, HEAT AND POWER COMPANY REGARDING UNION COMPANY'S  
UNDERGROUND STORAGE CAVERN

This Agreement entered into on this 23rd day of May, 1961, between The Cincinnati Gas & Electric Company, an Ohio corporation, hereinafter referred to as "Cincinnati" and The Union Light, Heat and Power Company, a Kentucky corporation, hereinafter referred to as "Union",

WITNESSETH THAT:

WHEREAS, Union and Cincinnati are public utilities rendering gas service in their respective service areas in northern Kentucky and southwestern Ohio, respectively, in the proximity of Cincinnati, Ohio; and

WHEREAS, both Union and Cincinnati severally desire to avail themselves of certain propane-air gas supplies to supplement on peak days the natural gas that they severally purchase from Kentucky Gas Transmission Corporation (KGT) and thereby hold to a minimum the demand charges made against Union and Cincinnati by KGT under its F.P.C. Gas Tariff; and

WHEREAS, Union has in its service area underground formations for the construction of a mined cavern for storing liquid propane that can be used to produce peak shaving propane-air gas; and

WHEREAS, it would not be economical for a company the size of Union to construct such a cavern and its associated equipment solely for its own use because of the high unit costs involved; and

WHEREAS, Union proposes to construct such a cavern and facilities for the storage of liquid propane and for the production of a maximum of 50,000 Mcf per day of propane-air gas near KGT's line AM-7 in the proximity of Erlanger, Kentucky and to provide therefrom propane-air

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gas for its own use and also for delivery to Cincinnati through approximately 5 miles of line AM-7 to be purchased for that purpose; and

WHEREAS, Union proposes to complete the construction of the cavern and facilities necessary to produce and deliver the propane-air gas so as to be in operation during the next heating season, i.e., by November 1, 1961; and

WHEREAS, as a result of the foregoing plans, Union and Cincinnati have been able to avoid the necessity of requesting additional peak day supplies of natural gas from KGT to the extent of 5,400 Mcf and 32,600 Mcf of Contract Demands, respectively; and

WHEREAS, the construction and operation of the cavern and production facilities will provide economic peak shaving in the public interest; and

WHEREAS, by virtue of the foregoing circumstances, time is of the essence; and

WHEREAS, Union, Cincinnati and KGT have, simultaneously with the execution of this agreement, entered into a Precedent Agreement covering the sale and purchase of portions of line AM-7;

NOW THEREFORE the parties hereto agree with each other as follows:

1. Union agrees to perform the following:

(a) Construct a mined cavern together with the necessary pumps and appurtenances at an approximate depth of 400 feet on a site to be purchased on Amsterdam Road, said cavern to be of such size that it can store approximately 7 million gallons of liquid propane, and also construct suitable unloading facilities to receive propane from public carriers.

(b) Lease or purchase certain real property near line AM-7 north of Erlanger, Kentucky, and construct on said property a

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propane-air gas plant and gas mixing, regulating, measuring, and control equipment, together with compressors, boilers, heat exchangers, water supply, electric facilities, and necessary appurtenances for producing approximately 50,000 Mcf of propane-air gas in a 24 hour period.

(c) Construct a steel pipeline for transporting liquid propane from the cavern site to said property near line AM-7.

(d) Construct a lateral connection from the plant outlet to line AM-7.

(e) Subject to the performance and satisfaction of the provisions of the Precedent Agreement referred to above, including regulatory approvals relating to the proposed Agreements referred to therein, (i) purchase and store, to the extent feasible, liquid propane or other product in the above cavern for use in the production of propane-air gas, of heat content as near equal to that of the natural gas received from KGT as operating equipment and interchangeability of gas will permit, during peak periods of operation or emergencies, (ii) operate and maintain, to the extent feasible, all of the above cavern, pipeline, and gas plant equipment for the production of such propane-air gas, and (iii) deliver such propane-air gas to its own system and to that of Cincinnati through the portion of line AM-7 purchased by Union under said Precedent Agreement, at the respective options of such companies to the limit of 20% for Union, and 80% for Cincinnati, of the propane-air gas producing capacity in any 24 hour period as metered at said plant.

(f) Obtain any necessary regulatory authorizations in connection with the performance of this agreement.

2. Subject to the performance of said Precedent Agreement, Cincinnati agrees to pay to Union starting with November, 1961 and

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continuing each month thereafter during the term of this agreement, its proportionate share of all costs pertaining to the plant and facilities constructed pursuant to this agreement, as described in appended Exhibit A. Such monthly amount shall be paid on or before the 25th of each following month and shall consist of the following:

(A) A monthly amount based on estimated costs to be adjusted each subsequent December to actual costs incurred during the preceding 12 months ended November 30 consisting of 1/12 of 80% (based on Cincinnati's requirement of 40,000 Mcf daily capacity out of a total of 50,000 Mcf daily plant capacity) of the following items:

(i) Depreciation

An amount equal to the annual accrual for depreciation applicable to the plant and facilities constructed pursuant to this agreement, as recorded on Union's books, the initial annual depreciation rates to be as set forth on said Exhibit A.

(ii) Insurance

An amount equal to the total property insurance cost applicable to said plant and facilities, as recorded on the books of Union.

(iii) Return

An amount equal to six and three quarters percent (6-3/4%) per annum of Union's "base for return" which shall be an amount consisting of the original cost of said plant and facilities, estimated, if not known, at date of this contract and revised to actual amounts as of November 30 of each calendar year, less the accumulated provision for depreciation applicable

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thereto, plus the average month end investment in liquid propane carried in inventory during the 12 months ended the preceding November 30. Should any large or costly additions or retirements be made in any year during the term of this agreement, such additions and retirements when recorded shall be considered in determining a revised "base for return".

(iv) Land Rental

An amount equal to the total annual land rental cost applicable to said plant and facilities, as recorded on the books of Union.

(v) Taxes

An amount equal to all taxes, fees or assessments lawfully imposed upon Union by any authority which are the result of or directly attributable to the ownership, operation, maintenance or earnings of said plant and facilities.

(vi) Maintenance Expenses

An amount equal to the annual maintenance expenses incurred by Union in maintaining said plant and facilities as recorded on Union's books.

(B) A monthly amount comprising a portion of the operation expenses, excluding insurance and land rentals, incurred during the preceding month by Union in operating said plant and facilities as recorded on its books. Such portion shall be based on Cincinnati's annual usage of propane-air gas related to the annual deliveries from the plant during the 12 months ended the preceding November 30.



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(C) The cost of liquid propane, based on the average cost method of pricing inventory, attributable to Cincinnati during the current month.

3. Subject to the performance of said Precedent Agreement, Cincinnati also agrees to pay Union eighty percent (80%) of all costs, including all court costs, counsel fees and expenses, incurred by Union in the defense or adjustment of all actions or proceedings brought and all claims and demands made growing out of the operation or maintenance of said plant and facilities. Such amount will be billed separately and paid by Cincinnati within 25 days of receipt of such billing.

4. Subject to the performance of said Precedent Agreement, Union will operate the cavern and related plant consistent with generally accepted standards and will not be held responsible to Cincinnati for interruptions or failures in service thereof due to accidents, acts committed by others or acts of God.

5. This agreement shall become effective forthwith and shall remain in full force and effect for 25 years after November 1, 1961, and thereafter shall be automatically renewed from year to year unless and until terminated by either party upon written notice given to the other party at least 6 months prior to the expiration of the original term or any such one year renewal term. It shall be binding upon and inure to the benefit of the parties thereto and successors and assigns. This agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises and the performance thereof shall be subject to (a) the receipt of all regulatory approvals, in form and substance satisfactory to the parties hereto, necessary to permit the parties hereto to perform all

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the duties and obligations to be performed by such parties hereunder and (b), in the instances indicated, the performance of said Precedent Agreement.

6. In the event that the necessary regulatory authorizations are not obtained or Union determines that it is not feasible to complete the construction of said plant and facilities, Union shall, to the extent possible, sell the property involved and Cincinnati shall reimburse Union for 80% of the costs which it has incurred less any proceeds from the sale.

IN WITNESS WHEREOF, the parties hereto have caused this to be duly executed on the 23rd day of May, 1961.

ATTEST:

*M. J. Sloan*  
*Secretary*

THE UNION LIGHT, HEAT AND POWER COMPANY

By *Milton J. Gierper*  
*VICE PRESIDENT*

ATTEST:

*Richard H. Rhein*  
*Ass't Secretary*

THE CINCINNATI GAS & ELECTRIC COMPANY

By *Kurt S. Sinner*  
*Executive Vice-President*

Date: April 15, 2019

To: Gary Hebbeler, VP Special Projects  
Sarah Lawler, Director, Rates & Regulatory Planning  
Lisa Steinkuhl, Rates & Regulatory Strategy Manager  
Gennifer Raney, Director Gas Pipeline Services  
Mitch Martin, Manager Citygate Operations  
Julie Whisman, Specialist, Gas Financial Services  
Dani Weatherston, Manager Accounting II

From: Rocco D'Ascenzo, Deputy General Counsel

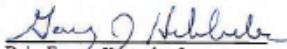
Subject: **Agreement between Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc. Regarding Duke Energy Kentucky, Inc.'s Erlanger Propane Plant and Constance Cavern**

Duke Energy Kentucky, Inc. (Duke Energy Kentucky), as a result of a Kentucky Public Service Commission (Commission) gas rate case order dated March 27, 2019 in Case No. 2018-00261, hereby revises the "Return" percentage, referred to in Item (iii) of the cost allocation formula in the subject agreement dated May 2, 1961, to 7.063%. The new return percentage should be reflected in the monthly fixed charge billed to Duke Energy Ohio, Inc. (Duke Energy Ohio) effective on and after **April 1, 2019**. This supersedes all prior Orders and return percentages.


This change is being made in order that the allocation of Duke Energy Kentucky's propane plant charges to Duke Energy Ohio will reflect an equitable rate of return as approved by the Commission.

The allocation of fixed costs to Duke Energy Ohio will change to **64.2%** based on the amount of capacity Duke Energy Ohio is capable of receiving from the Erlanger Propane Plant.

Please indicate Duke Energy Ohio and Kentucky's acceptance and agreement to this change by signing in the appropriate space provided below.

  
\_\_\_\_\_  
Duke Energy Kentucky, Inc.  
Gary Hebbeler  
VP, Special Projects

4/15/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Duke Energy Ohio, Inc.  
Amy B. Spiller  
State President, Ohio/Kentucky

4/15/19  
\_\_\_\_\_  
Date

CONFIDENTIAL

Management Practices, and Procedures Organization

Functional Area Three

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on  
6/30/2022 8:01:12 AM**

**in**

**Case No(s). 22-0507-GA-AIR, 22-0508-GA-ALT, 22-0509-GA-ATA, 22-0510-GA-AAM**

Summary: Application Volume 4 Management Policies, Practices, and Organization  
Three Functional Areas electronically filed by Mrs. Tammy M. Meyer on behalf of  
Duke Energy Ohio Inc. and D'Ascenzo, Rocco and Akhbari, Elyse Hanson and  
Kingery, Jeanne W. and Vaysman, Larisa and Elizabeth M. Brama