



**Duke Energy**  
139 E. Fourth Street  
Cincinnati, OH 45202

February 8, 2024

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 March 2024. This filing is based on supplier tariff rates expected to be in effect on March 1, 2024 and the NYMEX close of February 6, 2024 for the month of March 2024.

Duke's GCR rate effective March 2024 is \$4.661 per MCF, which represents a decrease of \$1.178 per MCF from the current GCR rate in effect for February 2024.

Very truly yours,

/s/ Dana R. Patten

Dana R. Patten

rate\Tariffs\GCR\Ohio

COMPANY NAME: DUKE ENERGY OHIO  
GAS COST RECOVERY RATE CALCULATIONS

PARTICULARS	UNIT	AMOUNT
EXPECTED GAS COST (EGC)	\$/MCF	5.027
SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT (RA)	\$/MCF	0.000
ACTUAL ADJUSTMENT (AA)	\$/MCF	(0.366)
GAS COST RECOVERY RATE (GCR) = EGC + RA + AA +BA	\$/MCF	<u>4.661</u>

GAS COST RECOVERY RATE EFFECTIVE DATES: March 1, 2024 THROUGH March 31, 2024

EXPECTED GAS COST CALCULATION

DESCRIPTION	UNIT	AMOUNT
TOTAL EXPECTED GAS COST COMPONENT (EGC)	\$/MCF	5.027

SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT SUMMARY CALCULATION

PARTICULARS	UNIT	AMOUNT
CURRENT QUARTERLY SUPPLIER REFUND & RECONCILIATION ADJUSTMENT	\$/MCF	0.000
PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & RECONCILIATION ADJUSTMENT	\$/MCF	0.000
SECOND PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & RECONCILIATION ADJUSTMENT	\$/MCF	0.000
THIRD PREVIOUS QUARTERLY REPORTED SUPPLIER REFUND & RECONCILIATION ADJUSTMENT	\$/MCF	0.000
SUPPLIER REFUND AND RECONCILIATION ADJUSTMENT (RA)	\$/MCF	<u>0.000</u>

ACTUAL ADJUSTMENT SUMMARY CALCULATION

PARTICULARS	UNIT	AMOUNT
CURRENT QUARTERLY ACTUAL ADJUSTMENT	\$/MCF	0.376
PREVIOUS QUARTERLY REPORTED ACTUAL ADJUSTMENT	\$/MCF	0.091
SECOND PREVIOUS QUARTERLY REPORTED ACTUAL ADJUSTMENT (1)	\$/MCF	(0.530)
THIRD PREVIOUS QUARTERLY REPORTED ACTUAL ADJUSTMENT	\$/MCF	(0.303)
ACTUAL ADJUSTMENT (AA)	\$/MCF	<u>(0.366)</u>

THIS QUARTERLY REPORT FILED PURSUANT TO ORDER NO. 76-515-GA-ORD  
OF THE PUBLIC UTILITIES COMMISSION OF OHIO, DATED OCTOBER 18, 1979.

DATE FILED: February 8, 2024

BY: SARAH LAWLER  
TITLE: VICE PRESIDENT  
Rates & Regulatory Strategy-OH/KY

PURCHASED GAS ADJUSTMENT

SCHEDULE I

COMPANY NAME: DUKE ENERGY OHIO

EXPECTED GAS COST RATE CALCULATION

DETAILS FOR THE EGC RATE IN EFFECT AS OF March 1, 2024  
PROJECTED VOLUME FOR THE TWELVE MONTH PERIOD ENDED February 28, 2025

<u>DEMAND COSTS</u>	DEMAND EXPECTED GAS COST AMT (\$)	MISC EXPECTED GAS COST AMT (\$)	TOTAL DEMAND EXPECTED GAS COST AMT (\$)
INTERSTATE PIPELINE SUPPLIERS (SCH. I-A)			
Columbia Gas Transmission Corp.	58,486,110	0	58,486,110
Duke Energy Kentucky	1,795,608	0	1,795,608
Columbia Gulf Transmission Co.	3,160,367	0	3,160,367
Texas Gas Transmission Corp.	9,201,346	0	9,201,346
K O Transmission Company	0	0	0
Tennessee Gas	1,415,002	0	1,415,002
Rockies Express Pipeline LLC	9,576,000	0	9,576,000
PRODUCER/MARKETER (SCH. I - A)	1,266,265	0	1,266,265
SYNTHETIC (SCH. I - A)			
OTHER GAS COMPANIES (SCH. I - B)			
OHIO PRODUCERS (SCH. I - B)			
SELF-HELP ARRANGEMENTS (SCH. I - B)		(32,837,760)	(32,837,760)
SPECIAL PURCHASES (SCH. I - B)			
TOTAL DEMAND COSTS:	84,900,698	(32,837,760)	\$52,062,938

PROJECTED GAS SALES LESS SPECIAL CONTRACT IT PURCHASES: 21,569,159 MCF

DEMAND (FIXED) COMPONENT OF EGC RATE: \$2.414 /MCF

COMMODITY COSTS:

GAS MARKETERS	\$0.991 /MCF
GAS STORAGE	
COLUMBIA GAS TRANSMISSION	\$1.378 /MCF
TEXAS GAS TRANSMISSION	\$0.256 /MCF
PROPANE	\$0.000 /MCF
STORAGE CARRYING COSTS	(\$0.012) /MCF
COMMODITY COMPONENT OF EGC RATE:	<u>\$2.613 /MCF</u>

TOTAL EXPECTED GAS COST: \$5.027 /MCF

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 1 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED February 28, 2025

SUPPLIER OR TRANSPORTER NAME Columbia Gas Transmission, LLC  
TARIFF SHEET REFERENCE Fourth Revised Volume No. 1 V.9./V.8  
EFFECTIVE DATE OF TARIFF 12/1/2023 RATE SCHEDULE NUMBER FSS/SST/FTS  
TYPE GAS PURCHASED X NATURAL        LIQUIFIED        SYNTHETIC  
UNIT OR VOLUME TYPE        MCF        CCF X OTHER DTH  
PURCHASE SOURCE X INTERSTATE        INTRASTATE

## INCLUDABLE GAS SUPPLIERS

PARTICULARS	UNIT RATE (\$ PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND			
CONTRACT DEMAND - FSS MDSQ	2.8230	2,598,168	7,334,628
CONTRACT DEMAND - FSS SCQ	0.0513	110,928,948	5,690,655
CONTRACT DEMAND - SST (Apr - Sept)	10.0500	649,542	6,527,897
CONTRACT DEMAND - SST (Oct - Mar)	10.0500	1,299,084	13,055,794
CONTRACT DEMAND - FTS	10.1690	2,544,708	25,877,136
TOTAL DEMAND			58,486,110
COMMODITY			
COMMODITY			
OTHER COMMODITY (SPECIFY)			
TOTAL COMMODITY			-
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER/TRANSPORTER			58,486,110

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.



## FSS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of February, 2023, by and between COLUMBIA GAS 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:

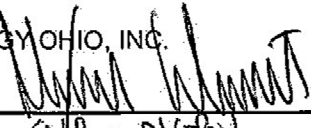
Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FSS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. Transporter shall store quantities of gas for Shipper up to but not exceeding Shipper's Storage Contract Quantity as 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.

Section 2. Term. Service under this Agreement shall commence as of April 1, 2023, and shall continue in full force and effect until October 31, 2025. Pre-granted abandonment shall apply 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 Transporter 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 quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at 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); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 700, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Duke Energy Ohio, Inc., 4720 Piedmont Row Dr, Charlotte, NC 28210, Attention: Joanna Greene, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): FSS No. 79969, Revision No. 5.

DUKE ENERGY OHIO, INC.  
By   
Title SVP - NSBV  
Date 2/15/2023

COLUMBIA GAS TRANSMISSION, LLC  
By Carol Wehmann  
Title Manager, USNG Contracts  
Date Feb 15, 2023

Appendix A to Service Agreement No. 79969  
Under Rate Schedule FSS  
between Columbia Gas Transmission, LLC ("Transporter")  
and Duke Energy Ohio, Inc. ("Shipper")

<u>Storage Contract Quantity</u>			
<u>Begin Date</u>	<u>End Date</u>	<u>Storage Contract Quantity (Dth)</u>	<u>Maximum Daily Storage Quantity (Dth/day)</u>
April 1, 2023	October 31, 2025	9,244,079	216,514

☒ Yes ☐ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 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 ☒ 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.

☐ Yes ☒ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

DUKE ENERGY OHIO, INC.

By [Signature]  
Title SVR - NGBV  
Date 2/15/2023

COLUMBIA GAS TRANSMISSION, LLC

By Carol Wehmann  
Title Manager, USNG Contracts  
Date Feb 15, 2023

Service Agreement No. 275904  
Revision No. 0

### FTS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of January, 2023, by and between COLUMBIA GAS 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. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth 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. 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.

Section 2. Term. Service under this Agreement shall commence as of the in-service date of the KO Transmission Company ("KOT") pipeline system capacity acquired by Transporter and included as part of Transporter's interstate pipeline system in connection with the KOT pipeline system acquisition ("KOT Capacity") provided, at any time prior to such KOT Capacity in-service date, Transporter has received from the Commission an order granting to Transporter a predetermination of rolled-in rate treatment for service utilizing the KOT Capacity as part of the KOT pipeline system acquisition and the Commission has not issued an order rejecting the minimum delivery pressure agreement specified in Appendix A ("New Capacity In-Service Date" or "NCISD"), and shall continue in full force and effect for a term of twenty (20) years thereafter. Pre-granted abandonment shall apply 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 Transporter the charges and furnish 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 quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at 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); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana, Suite 1300, Houston, Texas 77002, Attention: Customer Services and notices to Shipper shall be addressed to it at 4720 Piedmont Row Drive, Charlotte, NC 28210, Attention: Joanna Greene, until changed by either party by written notice.

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

DUKE ENERGY OHIO, INC.

By Steven K. Young

Title ERP and Chief Commercial Officer

Date 1/26/2023

COLUMBIA GAS TRANSMISSION, LLC

By Jim Downs  
32952C57D18B45B

Title Director, Business Development

Date January 27, 2023

DS  
DS

Revision No. 0

Appendix A to Service Agreement No. 275904  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC ("Transporter")  
and Duke Energy Ohio, Inc. ("Shipper")

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
NCISD	20 years from NCISD	212,059	1/1-12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Minimum Receipt Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
NCISD	20 years from NCISD	Means	Means	Means	Means	212,059		1/1-12/31

Revision No. 0

Appendix A to Service Agreement No. 275904  
Under Rate Schedule FTS  
between Columbia Gas Transmission, LLC ("Transporter")  
and Duke Energy Ohio, Inc. ("Shipper")

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
NCISD	20 years from NCISD	13-10	Cinc Gas & Elec-10	833949	KOT DEO MLI	212,059			1/1-12/31

1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

Transporter agrees to provide to Shipper the following minimum delivery pressure pursuant to the provisions of Section 13 of the General Terms and Conditions of Transporter's FERC Gas Tariff upon the following conditions:

- a. Transporter shall use commercially reasonable efforts and proceed with due diligence to construct a new Measurement and Regulator Station (the "New M&R Station") at a new point of delivery into the Shipper's facilities at California/Kellogg (the "New Primary Delivery Point"), with the date on which such New M&R Station and such New Primary Delivery Point are legally authorized and physically capable of providing service being the "New Delivery ISD." Beginning on the New Capacity In-Service Date and continuing until the earlier of the New Delivery ISD or November 1, 2023, Transporter will provide a minimum delivery pressure of 300 psig at the Primary Delivery Point, as measured at the Foster Measurement - Station (842711 and 842712). If the New Delivery ISD does not occur by November 1, 2023, then beginning on November 1, 2023 and continuing until and including March 31, 2029, Transporter will deliver gas into the Shipper's facilities at California/Kellogg at a minimum delivery pressure of 300 psig as measured at the New M&R Station or utilizing Shipper's existing facility pressure data until the New Delivery ISD occurs. Furthermore, no earlier than April 1, 2025, Transporter agrees to provide to Shipper a higher minimum delivery pressure, not to exceed 500 psig, if Transporter determines in its sole discretion that Transporter is capable of safely providing such higher minimum delivery pressure without any adverse effects on the daily operations of Transporter's system, including Transporter's ability to meet its firm service obligations to an existing shipper, and posts such higher minimum delivery pressure on its Electronic Bulletin Board under Non-Critical Notices.



- b. Effective April 1, 2029, until twenty (20) years from the New Capacity In-Service Date and through any extension of this Agreement exercised by Shipper pursuant to the right of first refusal provisions set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, a minimum delivery pressure of 500 psig at the New Primary Delivery Point.

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.

☐ Yes ☒ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 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 ☒ No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ☐ Service Agreement No. ☐ Appendix A with Shipper, which are incorporated herein by reference.

☐ Yes ☒ 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.

☐ Yes ☒ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

DUKE ENERGY OHIO, INC.

By *Steven K. Young*  
 Title *ERP and Chief Commercial Officer*  
 Date *1/26/2023*

COLUMBIA GAS TRANSMISSION, LLC

By DocuSigned by: *Jim Downs*  
32952C57D18B45B  
 Title *Director, Business Development*  
 Date *January 27, 2023*

DS  
*DS*



## SST SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of February, 2023, by and between COLUMBIA GAS 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. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective SST Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Fourth 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. 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.


Section 2. Term. Service under this Agreement shall commence as of April 1, 2023, and shall continue in full force and effect until October 31, 2025. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

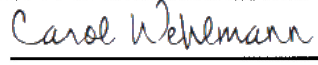
Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below 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 quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at 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); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 700, Houston, Texas 77002-2700; Attention: Customer Services and notices to Shipper shall be

addressed to it at Duke Energy Ohio, Inc., 4720 Piedmont Row Dr, Charlotte, NC 28210, Attention: Joanna Greene, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): SST No. 79971, Revision No. 11.

DUKE ENERGY OHIO, INC.  
By   
Title SIP-NGU  
Date 2/15/2023

COLUMBIA GAS TRANSMISSION, LLC  
By   
Title Manager, USNG Contracts  
Date Feb 15, 2023

Appendix A to Service Agreement No. 79971  
Under Rate Schedule SST  
between Columbia Gas Transmission, LLC ("Transporter")  
and Duke Energy Ohio, Inc. ("Shipper").

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
04/01/2023	10/31/2025	216,514	10/1 - 3/31
04/01/2023	10/31/2025	108,257	4/1 - 9/30

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
04/01/2023	10/31/2025	STOR	RP Storage Point TCO	216,514	10/1 - 3/31
04/01/2023	10/31/2025	STOR	RP Storage Point TCO	108,257	4/1 - 9/30

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
04/01/2023	10/31/2025	13-10	CINC GAS & ELEC-10	833949	KOT DEO MLI	110,324			10/1 - 3/31
04/01/2023	10/31/2025	13-10	CINC GAS & ELEC-10	833949	KOT DEO MLI	55,162			4/1 - 9/30
04/01/2023	10/31/2025	13-11	DUKE OHIO - 11	816276	ABERDEEN (EM)	13,000		300	10/1 - 3/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Delivery Obligation (Dth/day) 1/</u>	<u>Design Daily Quantity (Dth/day) 1/</u>	<u>Minimum Delivery Pressure Obligation (psig) 1/</u>	<u>Recurrence Interval</u>
04/01/2023	10/31/2025	13-11	DUKE OHIO - 11	816276	ABERDEEN (EM)	6,500		300	4/1 - 9/30
04/01/2023	10/31/2025	14	DUKE OHIO - 6	707434	Lebanon CG&E	12,000		300	10/1 - 3/31
04/01/2023	10/31/2025	14	DUKE OHIO - 6	720717	TEXAS EASTERN-TRENTO	3,713		300	10/1 - 3/31
04/01/2023	10/31/2025	14	DUKE OHIO - 6	736874	CG&E Springboro Rd.	4,326		300	10/1 - 3/31
04/01/2023	10/31/2025	14	DUKE OHIO - 6	743520	TXG LEBANON	75,000			10/1 - 3/31
04/01/2023	10/31/2025	14	DUKE OHIO - 6	790002	DICKS CREEK	473		400	10/1 - 3/31
04/01/2023	10/31/2025	14	DUKE OHIO - 6	790003	MIDDLETOWN	3,904		300	10/1 - 3/31
04/01/2023	10/31/2025	14	DUKE OHIO - 6	790004	MILLVILLE	1,038		450	10/1 - 3/31
04/01/2023	10/31/2025	14	DUKE OHIO - 6	707434	Lebanon CG&E	6,000		300	4/1 - 9/30
04/01/2023	10/31/2025	14	DUKE OHIO - 6	720717	TEXAS EASTERN-TRENTO	1,857		300	4/1 - 9/30
04/01/2023	10/31/2025	14	DUKE OHIO - 6	736874	CG&E Springboro Rd.	2,163		300	4/1 - 9/30
04/01/2023	10/31/2025	14	DUKE OHIO - 6	743520	TXG LEBANON	37,500			4/1 - 9/30
04/01/2023	10/31/2025	14	DUKE OHIO - 6	790002	DICKS CREEK	237		400	4/1 - 9/30
04/01/2023	10/31/2025	14	DUKE OHIO - 6	790003	MIDDLETOWN	1,952		300	4/1 - 9/30
04/01/2023	10/31/2025	14	DUKE OHIO - 6	790004	MILLVILLE	519		450	4/1 - 9/30
04/01/2023	10/31/2025	MEANS	MEANS	MEANS	MEANS	11,281			10/1 - 3/31
04/01/2023	10/31/2025	MEANS	MEANS	MEANS	MEANS	5,641			4/1 - 9/30

1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

Note 1: Transporter will provide to Duke Energy Ohio, Inc. a combined total hourly flow rate of up to 14,832 Dth per hour at all deliveries downstream of Means in Transporter's Operating Area 6 as long as the sum of Duke Energy Ohio, Inc.'s total firm entitlements downstream of Means in Transporter's Operating Area 6 remains at 330,206 Dth per day.

Note 2: Unless Measuring Point specific Maximum Daily Delivery Obligations (MDDO's) are specified in a separate firm service agreement between Transporter and Shipper, Transporter's aggregate MDDO, under this and any other service agreement between Transporter and Shipper, at the Measuring Points listed above shall not exceed the MDDO quantities set forth above for each Measuring Point. In addition, Transporter shall not be obligated on any day to deliver in total more than the Aggregate Daily Quantities (ADQ's) listed below. Any Measuring Point specific MDDO's in a separate firm service agreement between Transporter and Shipper shall be additive both to the individual MDDO's set forth above and to any applicable ADQ's set forth below:  
Measuring Point Nos. 707434, 720717, 736874, 743520, 790002, 790003, 790004 – ADQ of 87,086 Dth per day

Note 3: Unless Measuring Point specific Maximum Daily Delivery Obligations (MDDO's) are specified in a separate firm service agreement between Transporter and Shipper, Transporter's aggregate MDDO, under this and any other service agreement between Transporter and Shipper, at the Measuring Points listed above shall not exceed the MDDO quantities set forth above for each Measuring Point. In addition, Transporter shall not be obligated on any day to deliver in total more than the Aggregate Daily Quantities (ADQ's) listed below. Any Measuring Point specific MDDO's in a separate firm service agreement between Transporter and Shipper shall be additive both to the individual MDDO's set forth above and to any applicable ADQ's set forth below:  
Measuring Point Nos. 833949, 816276 – ADQ of 118,147 Dth per day

Note 4: Transporter agrees to provide to Shipper the following minimum delivery pressure pursuant to the provisions of Section 13 of the General Terms and Conditions of Transporter's FERC Gas Tariff upon the following conditions:  
Transporter shall use commercially reasonable efforts and proceed with due diligence to construct a new Measurement and Regulator Station (the "New M&R Station") at a new point of delivery into the Shipper's facilities at California/Kellogg (the "New Primary Delivery Point"), with the date on which such New M&R Station and such New Primary Delivery Point are legally authorized and physically capable of providing service being the "New Delivery ISD." Beginning on February 1, 2023 and continuing until the earlier of the New Delivery ISD or November 1, 2023, Transporter will provide a minimum delivery pressure of 300 psig at the Primary Delivery Point, as measured at the Foster Measurement - Station (842711 and 842712). If the New Delivery ISD does not occur by November 1, 2023, then beginning on November 1, 2023, Transporter will deliver gas into the Shipper's facilities at California/Kellogg at a minimum delivery pressure of 300 psig as measured at the New M&R Station or utilizing Shipper's existing facility pressure data until the New Delivery ISD occurs. Furthermore, no earlier than April 1, 2025, Transporter agrees to provide to Shipper a higher minimum delivery pressure, not to exceed 500 psig, if Transporter determines in its sole discretion that Transporter is capable of safely providing such higher minimum delivery pressure without any adverse effects on the daily operations of Transporter's system, including Transporter's ability to meet its firm service obligations to an existing shipper, and posts such higher minimum delivery pressure on its Electronic Bulletin Board under Non-Critical Notices.

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

☒ Yes ☐ No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 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 ☒ No (Check applicable blank) The MDDOs, ADQs, and/or DDQs set forth in Appendix A to Shipper's \_\_\_\_\_ Service Agreement No. \_\_\_\_\_ are incorporated herein by reference.

☐ Yes ☒ 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.

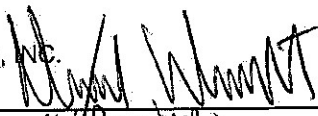
☒ Yes ☐ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

DUKE ENERGY OHIO, INC.

By

Title

Date

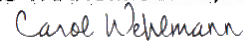
  
SVP-NOBS  
2/15/2023

COLUMBIA GAS TRANSMISSION, LLC

By

Title

Date



Manager, USNG Contracts

Feb 15, 2023

Currently Effective Rates  
Applicable to Rate Schedule SST  
Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/ 4/
Rate Schedule SST								
Reservation Charge 3/ Commodity	\$	9.078	0.386	0.066	0.091	0.429	10.050	0.3305
Maximum	¢	0.63	0.09	0.60	0.00	0.00	1.32	1.32
Minimum	¢	0.63	0.09	0.60	0.00	0.00	1.32	1.32
Overrun 4/								
Maximum	¢	30.48	1.36	0.82	0.30	1.41	34.37	34.37
Minimum	¢	0.63	0.09	0.60	0.00	0.00	1.32	1.32

- 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/ 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.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.

Currently Effective Rates  
Applicable to Rate Schedule FTS  
Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM-T Rates	Total Effective Rate 2/ 4/	Daily Rate 2/ 4/
Rate Schedule FTS								
Reservation Charge 3/ Commodity	\$	9.197	0.386	0.066	0.091	0.429	10.169	0.3344
Maximum	¢	0.63	0.09	0.60	0.00	0.00	1.32	1.32
Minimum	¢	0.63	0.09	0.60	0.00	0.00	1.32	1.32
Overrun								
Maximum	¢	30.87	1.36	0.82	0.30	1.41	34.76	34.76
Minimum	¢	0.63	0.09	0.60	0.00	0.00	1.32	1.32

- 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/ 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.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Transportation quantities received from TCO Pool that are delivered to any point on Transporter's system shall be assessed the applicable commodity charges, commodity surcharges, and Retainage, as provided for in this Tariff. Transportation quantities received from any point that are delivered to TCO Pool shall not be assessed commodity charges, commodity surcharges, or Retainage. Service agreements with TCO Pool as a firm primary receipt point or firm primary delivery point will be assessed applicable reservation charges and reservation surcharges.



RETAINAGE PERCENTAGES

Transportation Retainage	2.132%
Transportation Retainage – FT-C 1/	0.763%
Gathering Retainage	0.763%
Storage Gas Loss Retainage	0.405%
Ohio Storage Gas Loss Retainage	0.559%
Columbia Processing Retainage 2/	0.000%

1/ Retainage percentage applicable to service under Rate Schedule FT-C (Firm Transportation Service – Commonwealth).

2/ 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.

Currently Effective Rates  
Applicable to Rate Schedule FSS  
Rate Per Dth

		Base Tariff Rate 1/ 2/	Transportation Cost Rate Adjustment Current    Surcharge		Electric Power Costs Adjustment Current    Surcharge		CCRM-S Rate 3/	Total Effective Rate	Daily Rate
Rate Schedule FSS									
Reservation Charge	\$	2.567	-	-	-	-	0.256	2.823	0.0928
Capacity	¢	4.63	-	-	-	-	0.50	5.13	5.13
Injection	¢	1.53	-	-	-	-	0.00	1.53	1.53
Withdrawal	¢	1.53	-	-	-	-	0.00	1.53	1.53
Overrun	¢	17.57	-	-	-	-	1.34	18.91	18.91

- 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/ 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.
- 3/ The CCRM-S rates shown above for Service under Rate Schedule FSS shall be applicable to Service under Rate Schedule FSS-M.

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 2 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025SUPPLIER OR TRANSPORTER NAME Duke Energy Kentucky

TARIFF SHEET REFERENCE \_\_\_\_\_

EFFECTIVE DATE OF TARIFF 5/2/20022

RATE SCHEDULE NUMBER \_\_\_\_\_

TYPE GAS PURCHASED ☒ NATURAL☐ LIQUIFIED☐ SYNTHETICUNIT OR VOLUME TYPE ☐ MCF☐ CCF☒ OTHER DTHPURCHASE SOURCE ☒ INTERSTATE☐ INTRASTATE

## INCLUDABLE GAS SUPPLIERS

PARTICULARS	UNIT RATE (\$ PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND			
CONTRACT DEMAND	0.8313	2,160,000	1,795,608
_____			
_____			
_____			
_____			
_____			
_____			
TOTAL DEMAND			1,795,608
COMMODITY			
COMMODITY			
OTHER COMMODITY (SPECIFY)			
_____			
_____			
_____			
TOTAL COMMODITY			-
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
_____			
_____			
_____			
_____			
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER/TRANSPORTER			1,795,608

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.

UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of	)	
	)	Docket No. PR22- <u>37</u> -000
Duke Energy Kentucky, Inc.	)	

**PETITION OF DUKE ENERGY KENTUCKY, INC.  
FOR RATE APPROVAL  
PURSUANT TO 18 C.F.R. SECTION 284.123(b)(2) and 284.123(g)**

Pursuant to Sections 284.123(b)(2) and 284.123(g) of the regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”)<sup>1</sup> and the letter order issued by the Commission on September 13, 2018, in Docket No. PR18-70-000 (“September 2018 Order”), Duke Energy Kentucky, Inc. (“DE-Kentucky”) hereby submits this petition for rate approval for the interstate natural gas transportation service rendered by DE-Kentucky under its Order No. 63 blanket certificate issued on December 1, 1998, in Docket No. CP98-70-000 (“Certificate Order”).<sup>2</sup> DE-Kentucky proposes that the revised rate tendered herewith be made effective on May 2, 2022.

In support of this petition, DE-Kentucky submits the following:

---

<sup>1</sup> 18 C.F.R. §§ 284.123(b)(2) and 284.123(g) (2022).

<sup>2</sup> *The Union Light Heat and Power Company, et al.*, 85 FERC ¶ 61,319 (1998) (“Certificate Order”).

## I. CORRESPONDENCE AND COMMUNICATIONS

The following persons are designated for receipt of communications and service in this docket:

Jim Ziolkowski Director, Rates & Regulatory Planning Duke Energy Kentucky, Inc. 139 East Fourth Street Cincinnati, OH 45202 Telephone: (513)-287-2371 Fax: (513)-287-2435 <a href="mailto:Jim.Ziolkowski@Duke-Energy.com">Jim.Ziolkowski@Duke-Energy.com</a>	Brian Heslin Deputy General Counsel Duke Energy Corporation 550 S. Tryon Street, DEC45A Charlotte, NC 28202 Telephone: (980) 373-0550 Fax: (980) 373-8534 <a href="mailto:brian.heslin@duke-energy.com">brian.heslin@duke-energy.com</a>
---	---

## II. DESCRIPTION OF DE-KENTUCKY

DE-Kentucky is a Kentucky corporation, with its principal place of business located in Covington, Kentucky. DE-Kentucky is a wholly owned subsidiary of Duke Energy Ohio, Inc. (“DE-Ohio”). DE-Kentucky provides natural gas distribution service subject to the jurisdiction of the Kentucky Public Service Commission. With respect to its state-regulated distribution service, DE-Kentucky serves approximately 103,000 retail gas customers in portions of Kenton, Campbell, Boone, Grant, and Gallatin Counties, Kentucky. DE-Kentucky also renders interstate natural gas transportation service pursuant to its Order No. 63 blanket certificate, as described in greater detail in Part III.B of this petition below.

## III. BACKGROUND

### A. Previous DE-Kentucky Compliance Filings

In the Certificate Order, the Commission issued to DE-Kentucky a blanket certificate of public convenience and necessity under Order No. 63<sup>3</sup> and Section 284.224 of the Commission’s

---

<sup>3</sup> *Certain Transportation, Sales and Assignments by Pipeline Companies not Subject to Commission Jurisdiction Under Section 1(c) of the Natural Gas Act*, Order No. 63, FERC Stats. & Regs. ¶ 30,118 (1980).

regulations<sup>4</sup> to transport gas in interstate commerce. The Certificate Order directed DE-Kentucky to seek Commission approval of rates and charges in accordance with Section 284.123(b) of the Commission's regulations prior to commencing transactions under the blanket certificate.<sup>5</sup> Accordingly, DE-Kentucky filed proposed rates, which were approved by letter order dated June 18, 1999, in Docket No. PR99-9-000.<sup>6</sup> Pursuant to conditions imposed in that letter order and letter orders in subsequent dockets, DE-Kentucky was required to make a filing under Section 284.123(b)(2) of the Commission's regulations to justify its current rate or establish a new maximum rate at three-year intervals.<sup>7</sup>

On May 20, 2010, the Commission issued Order No. 735,<sup>8</sup> which amended its policy concerning the periodic review of rates charged by holders of Order No. 63 blanket certificates (such as DE-Kentucky) to extend the cycle for such review from three years to five years.

DE-Kentucky's last rate filing was approved in the September 2018 Order, which required DE-Kentucky to make a new filing to justify its rates on or before July 25, 2023.<sup>9</sup>

DE-Kentucky's currently effective Operating Statement contains the rates and conditions for service under its Order No. 63 blanket certificate and specifies a maximum rate of \$0.2794 per Dth per month for DE-Kentucky's transportation service under the blanket certificate, as approved in the September 2018 Order. To comply with the September 2018 Order's directive to

---

<sup>4</sup> 18 C.F.R. § 284.224 (2022).

<sup>5</sup> 85 FERC ¶ 61,319 at 62,256 (Ordering Paragraph (B)).

<sup>6</sup> *The Union Light, Heat and Power Company*, 87 FERC ¶ 61,320 (1999).

<sup>7</sup> DE-Kentucky's 2002 filing was approved by letter order dated December 13, 2002, in Docket No. PR02-20-000, *The Union Light, Heat and Power Company*, 101 FERC ¶ 61,288 (2002). The 2005 filing was approved by unreported letter order dated November 15, 2005, in Docket No. PR05-15-000.

<sup>8</sup> *Contract Reporting Requirements of Intrastate Natural Gas Companies*, Order No. 735, 75 Fed. Reg. 29,404 (May 26, 2010), FERC Stats. & Regs. ¶ 31,310 (2010) (Order No. 735), *order on reh'g*, Order No. 735-A, 75 Fed. Reg. 80,685 (Dec. 23, 2010), FERC Stats. & Regs. ¶ 31,318 (2010).

<sup>9</sup> DE-Kentucky's most recent rate filing was approved by unreported letter order dated September 13, 2018, in Docket No. PR18-70-000.

file a new rate petition by July 25, 2023, DE-Kentucky is filing the instant Petition for Rate Approval and a revised Operating Statement containing a statement of the maximum rate of \$0.8313 per Dth per month.

**B. DE-Kentucky Service Under its Blanket Certificate**

As shown on the map attached to this petition as Exhibit 2, DE-Kentucky's distribution system is partially interposed between the DE-Ohio distribution system in Ohio and the jurisdictional interstate pipeline facilities of KO Transmission Company ("KOT") located in Kentucky. KOT is also a subsidiary of DE-Ohio. Three feeder lines owned by DE-Kentucky – the AM-1, AM-2, and AM-7 lines – extend northward from DE-Kentucky's city gate connection with KOT and across the Ohio River to interconnections with DE-Ohio's distribution system (the "Three River Crossings"). DE-Ohio receives the predominant portion of its natural gas deliveries directly from KOT through KOT's AM-4 line, which crosses the Ohio River to interconnect with DE-Ohio in Hamilton County, Ohio and DE-Ohio's C-338 line, which crosses the river to interconnect with KOT in Bracken County, Kentucky. However, due to the operational limitations of DE-Ohio's system, during peak periods, certain volumes must also flow through DE-Kentucky's system to DE-Ohio, via the Three River Crossings. This operational necessity for deliveries through the DE-Kentucky system could be obviated only by installing extensive looping facilities in DE-Ohio's service territory.

DE-Kentucky's FERC-jurisdictional service to DE-Ohio is crucial for DE-Ohio's Gas Choice program. In 1997, DE-Ohio began competitive, unbundled service, which provided its residential, commercial, and industrial customers with the opportunity to purchase natural gas from alternate suppliers. DE-Kentucky's no-notice interstate transportation service under the Order No. 63 blanket certificate was fully subscribed by DE-Ohio in 1999 as a means for DE-Ohio to supply critical operational points (namely, its interconnections with the Three River

Crossings) and thereby allow alternate suppliers to schedule gas supply through KOT and deliver to Gas Choice customers at points more convenient for them.<sup>10</sup>

#### **IV. REQUEST FOR RATE APPROVAL FOR INTERSTATE TRANSPORTATION SERVICE PURSUANT TO SECTION 284.123(b)(2) & 284.123(g) OF THE COMMISSION'S REGULATIONS**

DE-Kentucky proposes to establish a new firm transportation rate for the interstate transportation service it provides pursuant to its blanket certificate. The no-notice quality transportation service is rendered in accordance with the general terms and conditions set forth in DE-Kentucky's Operating Statement.

##### **A. Data Used to Derive the Rate**

The proposed no-notice transportation rate is based upon a cost of service for the 12-month period ended December 31, 2021, which is the most recent 12 months of available expense data that has been booked to DE-Kentucky's accounting system. Attached hereto as Exhibit 1 are the cost and throughput data supporting derivation of the rate, and associated work papers, in the form specified in Section 154.313 of the Commission's regulations.<sup>11</sup>

##### **B. Rate Design**

DE-Kentucky developed the proposed rate based on a straight-fixed-variable rate design with a maximum monthly reservation charge of \$0.8313 per dekatherm ("Dth") of demand and a commodity charge of \$0.000 per Dth. DE-Kentucky thus proposes a 100 percent reservation charge rate, as in its previous rate approval filings. The proposed reservation charge would replace the existing monthly reservation charge of \$0.2794 per Dth, and therefore represents an increase from the existing rate. The rate increase is caused by large capital investments in pipeline infrastructure since DE-Kentucky's last filing. For instance, DE-Kentucky's net plant

---

<sup>10</sup> The fully subscribed transportation service continues from year to year under the evergreen provisions of DE-Ohio's service agreement with DE-Kentucky.

<sup>11</sup> 18 C.F.R. § 154.313 (2022).



(excluding river crossings) increased from \$3.7 million to \$37.2 million since DE-Kentucky's last petition for rate approval filing. The fact that DE-Kentucky's interstate rate is significantly lower than its distribution rate is a function of the limited scope of facilities dedicated to the interstate service in comparison with the net distribution plant and associated expenses.

### **C. Cost of Service Elements**

To effectuate the service authorized by the Order No. 63 blanket certificate, DE-Kentucky utilizes certain facilities that are also necessary to perform DE-Kentucky's intrastate retail distribution service. Consequently, DE-Kentucky has developed an overall revenue requirement (exclusive of administrative and general expenses) associated with the specific facilities utilized to render both interstate and intrastate service ("shared facilities") and allocates the revenue requirement between the interstate transportation service and intrastate distribution service. The allocation is based upon the ratio of interstate delivered volumes to overall volumes transported through the shared facilities for the 12-month period ended December 31, 2021 (coinciding with the test year for the cost of service elements). Schedule H-1 of the cost of service study in Exhibit 1 details the basis for the allocation percentage.

Certain minimal facilities are dedicated solely to the provision of service under the Order No. 63 blanket certificate, and the cost of service associated with these particular facilities is fully allocated to that service. As reflected in the schedules in the cost of service study in Exhibit 1, those dedicated facilities are principally the Three River Crossings. Finally, administrative and general expenses are added to the cost of service for the interstate service based upon the allocation methodology set forth in Schedule I-1 of the cost of service study in Exhibit 1. In total, DE-Kentucky has calculated an annual cost of service for service under the blanket certificate of \$1,795,708, including a return allowance, a depreciation allowance, taxes, operation and maintenance expense, and administrative and general expense.

#### **D. Transportation Quantities**

The proposed no-notice rate is designed utilizing firm daily demand determinants of 180,000 Dth. This level is based upon the historical peak-day usage of DE-Kentucky's system to render interstate service. This peak day is consistent with the operational limitations of DE-Kentucky's system that prevent volumes in excess of 180,000 Dth per day from being transported on behalf of interstate shippers.

#### **E. Updated Operating Statement**

DE-Kentucky is submitting with this filing an updated version of its Operating Statement that contains the revised rate. The Operating Statement is an eTariff submittal for inclusion under DE-Kentucky's Tariff ID denominated "Gas Tariffs," and is therefore submitted in RTF format with metadata attached. A marked version of the updated Operating Statement is also included with this filing.

#### **V. FILING FEE; SERVICE; NOTICE**

DE-Kentucky is submitting with this Petition the filing fee of \$16,770 in accordance with the Commission's regulations.<sup>12</sup> In addition, DE-Kentucky concurrent with the filing of this petition is sending a copy of this petition to its customers and to the Kentucky Public Service Commission. DE-Kentucky also has attached a form of notice that can be used by the Commission or issuance in the Federal Register.

#### **VI. REQUEST FOR WAIVERS**

DE-Kentucky respectfully requests any waivers that the Commission may deem necessary to approve its proposed rates and corresponding changes to its Operating Statement.

---

<sup>12</sup> 18 C.F.R. §381.403 (2022).

## VII. CONCLUSION

WHEREFORE, DE-Kentucky respectfully requests that the Commission approve (i) rate proposed herein as fair and equitable in accordance with Section 284.123(b)(2)(i) of the Commission's regulations; and (ii) the corresponding change to its Operating Statement consistent with the above.

Respectfully submitted,

/s/ Brian Heslin

Brian Heslin

Deputy General Counsel

Duke Energy Corporation

550 S. Tryon Street, DEC45A

Charlotte, NC 28202

Telephone: (980) 373-0550

Fax: (980) 373-8534

[brian.heslin@duke-energy.com](mailto:brian.heslin@duke-energy.com)

Dated: May 2, 2022

## SERVICE AGREEMENT

No. 001

THIS AGREEMENT, made and entered into this 31<sup>st</sup> 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 "Shipper").

### WITNESSETH:

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

#### Section 1

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.

#### Section 2

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.

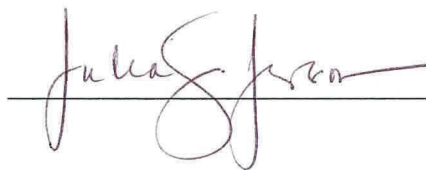
Section 3

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 Agreement.

Section 4

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.

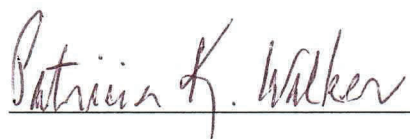
Shipper: Duke Energy Ohio, Inc.

By 

SHM

Title President

Duke Energy Kentucky, Inc.

By 

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.

SHM

By Julia S. Jones  
Its President  
Date March 26, 2010

Duke Energy Kentucky, Inc.

By Patricia K. Walker  
Its Senior Vice President, Gas Operations  
Date March 26, 2010

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 3 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025

SUPPLIER OR TRANSPORTER NAME	<u>Columbia Gulf Transmission Corp.</u>		
TARIFF SHEET REFERENCE	<u>Third Revised Volume No. 1 V.1. Version 14.0.0</u>		
EFFECTIVE DATE OF TARIFF	<u>8/1/2020; 3/1/2024</u>	RATE SCHEDULE NUMBER	<u>FTS-1</u>
TYPE GAS PURCHASED	<u>X</u> NATURAL	<u>    </u> LIQUIFIED	<u>    </u> SYNTHETIC
UNIT OR VOLUME TYPE	<u>    </u> MCF	<u>    </u> CCF	<u>X</u> OTHER DTH
PURCHASE SOURCE	<u>X</u> INTERSTATE	<u>    </u> INTRASTATE	

## INCLUDABLE GAS SUPPLIERS

PARTICULARS	UNIT RATE ( \$ PER )	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT ( \$ )
DEMAND			
FTS-1 DEMAND (MAR) - WINTER VOL	3.3300	49,000	163,170
FTS-1 DEMAND (NOV-FEB) - WINTER VOL	6.0839 *	196,000	1,192,444
FTS-1 DEMAND (APR-OCT) - SUMMER VOL	3.3300	220,500	734,265
FTS-1 DEMAND (MAR-OCT)	3.3300	168,000	559,440
FTS-1 DEMAND (NOV-FEB)	6.0839 *	84,000	511,048
TOTAL DEMAND			3,160,367
COMMODITY			
COMMODITY			
OTHER COMMODITY (SPECIFY)			
TOTAL COMMODITY			0
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER/TRANSPORTER			3,160,367

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.



700 Louisiana Street, Suite 700  
Houston, TX 77002

August 7, 2019

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

RE: FTS-1 Service Agreement No. 34688 Revision 2  
Discount Letter Amendment

Dear Joanna:

This letter will serve as an amendment to the FTS-1 Service Agreement No. 34688 Revision 2 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:

Terms. Shipper agrees to pay the discounted reservation rate(s), inclusive of reservation surcharges, for the term(s) and point(s) specified below.

Effective from November 1, 2019 through **October 31, 2024** for a Transportation Demand of 49,000 (11/1 to 3/31) and a Transportation Demand of 31,500 (4/1 to 10/31):

Receipt Point	Receipt Point Name	Receipt Point Type	Delivery Point	Delivery Point Name	Delivery Point Type	Maximum Daily Discounted Quantity 1/	Monthly Reservation Charge
2700010	RAYNE	Primary	MEANS	MEANS	Primary		\$ 3.33
MRMNLP	MAINLINE POOL	Secondary	MEANS	MEANS	Primary		\$ 3.33

1/ Maximum Daily Discounted Quantity shall receive the discounted reservation rate up to the indicated volume only. Any quantity transported above the Maximum Daily Discounted Quantity shall be charged the currently effective maximum reservation rate as set forth in Transporter's FERC Gas Tariff.

Service from any other secondary receipt points to any other secondary delivery points will be charged the then-existing maximum reservation rate set forth in Transporter's FERC Gas Tariff.



Apportionment of Discounts. The discounted reservation rate will be apportioned in accordance with Section 20 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Other Charges. In addition to the reservation charge(s) set forth above, Shipper must pay Transporter all applicable charges and surcharges in the Transporter's FERC Gas Tariff, as amended from time to time, including, but not limited to, commodity charges, overrun charges and retainage charges.

Compliance with Tariff. 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.

Executed and agreed to this 17 day of October, 2019.

COLUMBIA GULF TRANSMISSION,  
LLC

DUKE ENERGY OHIO, INC. 

By

Carol Wehman

By

Bruce Berdy 

Its

Manager, Transportation Contracts

Its

VP Regulatory & Community Relations

Date:

10-17-19

Date:

10/16/2019

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

Rate Schedule FTS-1	<u>Base Rate</u>	<u>Total Effective Rate</u>	<u>Daily Rate</u>
	(1)	(2)	(3)
	1/	1/	1/
<b><u>Market Zone</u></b>			
Reservation Charge			
Maximum	5.049	5.049	0.1660
Minimum	0.000	0.000	0.000
Commodity			
Maximum	0.0109	0.0109	0.0109
Minimum	0.0109	0.0109	0.0109
Overrun			
Maximum	0.1769	0.1769	0.1769
Minimum	0.0109	0.0109	0.0109

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 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 and posted on its website (<http://www.ferc.gov>) is incorporated herein by reference.

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

Rate Schedule FTS-1	<u>Base Rate</u>	<u>Total Effective Rate</u>	<u>Daily Rate</u>
	(1)	(2)	(3)
	1/	1/	1/
<b><u>Market Zone</u></b>			
Reservation Charge			
Maximum	6.0839	6.0839	0.2000
Minimum	0.000	0.000	0.000
Commodity			
Maximum	0.0118	0.0118	0.0118
Minimum	0.0118	0.0118	0.0118
Overrun			
Maximum	0.2118	0.2118	0.2118
Minimum	0.0118	0.0118	0.0118

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 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 and posted on its website (<http://www.ferc.gov>) is incorporated herein by reference.

Service Agreement No. 34688

Revision No. 2

### FTS-1 SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of October, 2019, 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. Service to be Rendered. 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 deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which the 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.

Section 2. Term. Service under this Agreement shall commence as of November 1, 2019, and shall continue in full force and effect until October 31, 2024. 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 quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at 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 Shipper.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana St., Suite 700, Houston, Texas 77002-2700, Attention: Customer Services and notices to Shipper shall be addressed to it at Duke Energy Ohio, Inc., 4720 Piedmont Row Dr., Charlotte, NC 28210, Attention: Gennifer Raney, until changed by either party by written notice.

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

Q Q AH

DUKE ENERGY OHIO, INC.

By

Title

Date

Bruce Bardsley  
VP Regulatory & Community Relations  
10/16/2019

COLUMBIA GULF TRANSMISSION, LLC

By

Title

Date

Carol Wehman  
Manager Transportation Contracts  
10-17-19

Revision No. 2

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

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
11/01/2019	10/31/2024	49,000	11/1 - 3/31
11/01/2019	10/31/2024	31,500	4/1 - 10/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
11/01/2019	10/31/2024	2700010	CGT-RAYNE	49,000	11/1 - 3/31
11/01/2019	10/31/2024	2700010	CGT-RAYNE	31,500	4/1 - 10/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
11/01/2019	10/31/2024	MEANS	MEANS	49,000	11/1 - 3/31
11/01/2019	10/31/2024	MEANS	MEANS	31,500	4/1 - 10/31

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:

---

---

\_\_\_\_ Yes 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.

X 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.

DUKE ENERGY OHIO, INC.

By

Rene Baidy  
Title VP Regulatory & Community Relations  
Date 10/16/2019

COLUMBIA GULF TRANSMISSION, LLC

By

Carol Welleman  
Title Manager Transportation Contracts  
Date 10-17-19

Revision No. 1

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

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
11/01/2019	10/31/2024	21,000	1/1 - 12/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
11/01/2019	10/31/2024	801	GULF-LEACH	21,000	1/1 - 12/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Measuring Point No.</u>	<u>Measuring Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
11/01/2019	10/31/2024	MEANS	MEANS	21,000	1/1 - 12/31



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:

---

---

\_\_\_\_ Yes 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.

X 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.

DUKE ENERGY OHIO, INC.

By

Title

Date

Bone Barry  
VP Regulatory & Community Relations  
10/16/2019

COLUMBIA GULF TRANSMISSION, LLC

By

Title

Date

Carol Wehman  
Manager, Transportation Contracts  
10-17-19

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 4 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025

SUPPLIER OR TRANSPORTER NAME Texas Gas Transmission, LLC  
TARIFF SHEET REFERENCE Fourth Revised Volume No. 1 Section 4.4 Version 6.0.0  
EFFECTIVE DATE OF TARIFF 4/1/2015 RATE SCHEDULE NUMBER NNS-4

TYPE GAS PURCHASED X NATURAL        LIQUIFIED        SYNTHETIC  
UNIT OR VOLUME TYPE        MCF        CCF X OTHER DTH  
PURCHASE SOURCE X INTERSTATE        INTRASTATE

## INCLUDABLE GAS SUPPLIERS

PARTICULARS	UNIT RATE (\$ PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND			
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			
OTHER COMMODITY (SPECIFY)			
_____			
_____			
TOTAL COMMODITY			-
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
_____			
_____			
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER/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.



Duke Energy  
139 East Fourth Street  
Cincinnati, OH 45202

October 27, 2017

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 Rate Schedule NNS ("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. The primary term of the Agreement expired on October 31, 2013. The Agreement was automatically extended for a rollover term of five years at the end of such primary term and the current term will expire October 31, 2018. In accordance with Article 6.2 of the Agreement, the Agreement will automatically extend for an additional rollover term of five years, unless Duke terminates the Agreement by giving 365 days advance written notice prior to expiration. This letter is being sent as a courtesy to notify Texas Gas that Duke intends to allow the Agreement to rollover to a new five year term of November 1, 2018 through **October 31, 2023.**

Contract rolled to new five year term  
11/1/23 to 10/31/28. Notice was given  
via email on 10/28/22.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Newlin'.

Karl Newlin  
SVP & Chief Commercial Officer Natural Gas

cc: Chuck Hoffman  
Jeff Bittel

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:

1. 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

Nominated Daily Quantity

Winter	6,250	MMBtu/D	Each November 1 through March 31
Summer	10,982	MMBtu/D	Each April 1 through October 31

Unnominated Daily Quantity

Winter	25,000	MMBtu/D
Shoulder Month (April)	12,500	MMBtu/D
Shoulder Month (October)	17,500	MMBtu/D

Excess Unnominated Daily Quantity    3,125    MMBtu/D

Seasonal Quantity Entitlement

Winter	3,293,750	MMBtu	Each November 1 through March 31
Summer	148	MMBtu	Each April 1 through October 31

Unnominated Seasonal Quantity    2,350,000    MMBtu



3. Points of Receipt: 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. Points of Delivery: 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. Supply Lateral Capacity: Customer's Supply Lateral Capacity Rights shall be as set forth in Exhibit "C".
- 6.1 Primary Term: 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 Evergreen/Rollover Term: 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. Contribution in Aid of Construction: 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. Fuel, Use and Unaccounted for Retention: 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. Changes in Rates and Charges: 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. Incorporation by Reference: 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. Notices: 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](http://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.

By: 

Title: Pres L. COO, VSFERG

Date of Execution by Customer: 12.3.09

TEXAS GAS TRANSMISSION, LLC

By: 

Title: SR VP Marketing & Origination

Date of Execution by Texas Gas: 12/31/09

*Handwritten:*  
JTB  
12/15/09  
DWM

As To Form

EXHIBIT "A"  
TO  
NNS FIRM TRANSPORTATION AGREEMENT  
BETWEEN  
TEXAS GAS TRANSMISSION, LLC  
AND  
DUKE ENERGY OHIO, INC.

CONTRACT NUMBER: 29907

EXHIBIT "A" EFFECTIVE DATE: JANUARY 1, 2010

PRIMARY POINT(S) OF RECEIPT

CONTRACT DEMAND (MMBTU/D):    31,250 WINTER  
   26,607 APRIL  
   10,982 SUMMER  
   31,250 OCTOBER

Lateral	Segment	Zone	Location or Meter No.*	Location or Meter Name	Daily Firm Capacity	
					Winter	Summer
North Louisiana	Sharon - East					
		1	2632	Dubach	236	664
East	Sharon Carthage West					
		1	2102	Champlin	534	4,583
Southeast	Bosco - Eunice					
		SL	2740	Superior-Pure	57	0
	Eunice East					
		SL	2790	Henry-Hub	393	609
	Maurice - Freshwater					
		SL	9422	Unocal-Freshwater Bayou	499	1,973
	Youngsville East					
		SL	9173	ANR-Calumet	209	825
South	Egan - Eunice					
		SL	9003	Egan	0	20
Southwest	Lowry - Eunice					
		SL	9446	Lowry	547	0
Mainline Pipeline	Clarksdale					
		1	9303	Helena No. 2	1,870	1,870
	Columbia					
		1	8760	Gulf South-Lonewa	519	1,486

EXHIBIT "A"  
TO  
NNS FIRM TRANSPORTATION AGREEMENT  
BETWEEN  
TEXAS GAS TRANSMISSION, LLC  
AND  
DUKE ENERGY OHIO, INC.

CONTRACT NUMBER: 29907

EXHIBIT "A" EFFECTIVE DATE: JANUARY 1, 2010

PRIMARY POINT(S) OF RECEIPT

CONTRACT DEMAND (MMBTU/D):    31,250 WINTER  
   26,607 APRIL  
   10,982 SUMMER  
   31,250 OCTOBER

Lateral	Segment	Zone	Location or Meter No.*	Location or Meter Name	Daily Firm Capacity	
					Winter	Summer
	Eunice					
		SL	9880	ANR - Eunice	2,778	10,982

\*Available DRN numbers are posted on Texas Gas' internet website.



EXHIBIT "B"  
TO  
NNS FIRM TRANSPORTATION AGREEMENT  
BETWEEN  
TEXAS GAS TRANSMISSION, LLC  
AND  
DUKE ENERGY OHIO, INC.

CONTRACT NUMBER: 29907

EXHIBIT "B" EFFECTIVE DATE: JANUARY 1, 2010

PRIMARY POINT(S) OF DELIVERY  
ZONE 4

CONTRACT QUANTITY(IES)/LOCATION(S)

LOCATION NO. 1229 CONTRACT DEMAND (MMBTU/D): 31,250 WINTER  
26,607 APRIL  
10,982 SUMMER  
31,250 OCTOBER

Location or Meter No.*	Location or Meter Name	Facilities	MDP (psig)**
1229	Duke Energy OH Shipper DE, Butler, OH		
	Butler, Butler, OH		500
	Cinergy-Mason Road, Butler, OH		0
	Dry Fork Road, Hamilton, OH		200
	Duke Energy KY Shipper DE, Butler, OH		
	Fernald-North, Hamilton, OH		500
	Fernald-South, Hamilton, OH		500
	Harrison, Hamilton, OH		400
	Monroe, Butler, OH		0
	Venice, Hamilton, OH		500
	Woodsdale #2, Butler, OH		500

\*Available DRN numbers are posted on Texas Gas' internet website.

\*\* Minimum Delivery Pressure

Note: See Facilities Reference report on Texas Gas' Internet website for explanation of facilities

**EXHIBIT "C"**  
**TO**  
**NNS FIRM TRANSPORTATION AGREEMENT**  
**BETWEEN**  
**TEXAS GAS TRANSMISSION, LLC**  
**AND**  
**DUKE ENERGY OHIO, INC.**

**CONTRACT NUMBER 29907**

**EXHIBIT "C" EFFECTIVE DATE JANUARY 1, 2010**

**SUPPLY LATERAL CAPACITY**

**FIRM CONTRACT PATH:** Order Sequence Number 1 on Mainline Pipeline  
through  
Order Sequence Number 41500 on Mainline Pipeline

<b>Supply Lateral</b>	<b>Capacity Rights (MMBtu/D)</b>	
	<b>Winter</b>	<b>Summer</b>
<i>Zone 1 Supply Lateral(s)</i>		
North Louisiana Leg:	3,557	6,733
Total Zone 1:	3,557	6,733
<i>Zone SL Supply Lateral(s)</i>		
East Leg:	62	0
Southeast Leg:	2,445	3,407
South Leg:	673	20
Southwest Leg:	627	0
West Leg:	92	0
Total Zone SL:	3,899	3,427
Grand Total:	7,456	10,160

- 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.

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 5 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025

SUPPLIER OR TRANSPORTER NAME Texas Gas Transmission, LLC  
TARIFF SHEET REFERENCE N/A  
EFFECTIVE DATE OF TARIFF 11/1/2021 RATE SCHEDULE NUMBER STF

TYPE GAS PURCHASED X NATURAL LIQUIFIED SYNTHETIC  
UNIT OR VOLUME TYPE MCF CCF X OTHER DTH  
PURCHASE SOURCE X INTERSTATE INTRASTATE

## INCLUDABLE GAS SUPPLIERS

PARTICULARS	UNIT RATE ( \$ PER )	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT ( \$ )
DEMAND			
STF - DEMAND (Nov - Mar) #37259	0.2250	13,892,000	3,125,700
STF - DEMAND (Apr - Oct) #37259	0.1400	4,922,000	689,080
STF - DEMAND (Nov - Mar) #53779	0.2056	9,557,545	1,965,031
TOTAL DEMAND			5,779,811
COMMODITY			
COMMODITY			
OTHER COMMODITY (SPECIFY)			
TOTAL COMMODITY			0
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER/TRANSPORTER			5,779,811

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.



610 West 2<sup>nd</sup> Street  
P.O. Box 20008  
Owensboro, KY 42304-0008  
270/926-8686

November 20, 2020

Jeff Patton  
Duke Energy Ohio, Inc.  
139 E 4th St EX 460  
Cincinnati, OH 45022

Re: Discounted Rates Letter Agreement to  
STF Service Agreement No. 37259  
between TEXAS GAS TRANSMISSION, LLC and  
DUKE ENERGY OHIO, INC.  
dated July 19, 2018

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 Maximum Contract Quantity(ies) for this Agreement shall be: 92,000 MMBtu per day each winter  
23,000 MMBtu per day each summer
- (b) In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges, including but not limited to surcharges, Texas Gas is authorized to charge pursuant to its Tariff.

2. The rates in Exhibit A are applicable only for primary firm transportation service utilizing the Eligible Primary Point(s) specifically listed on Exhibit A, up to Customer's Maximum Contract Quantity. 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 or execute a separate rate agreement, 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 or its Replacement Shipper(s) shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's or its Replacement Shipper's(s') Maximum Contract Quantity.

3. This Agreement shall be effective beginning November 1, 2021 and shall continue in full force and effect through **October 31, 2026**.

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.

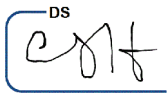
6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired 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 in the appropriate spaces provided below and returning to Texas Gas.

Very truly yours,

TEXAS GAS TRANSMISSION, LLC

 DS DocuSigned by: Signature John Haynes E3B6BF22BE3C465... Date: 12/1/2020 | 10:51:43 AM CST  
Name: John Haynes Title: Chief Commercial Officer

 DS Duke Energy Ohio, Inc.  
 DS DocuSigned by: Signature Bruce P. Barkley D9C47B7CCB0A410... Date: 11/24/2020 | 11:54:24 AM CST  
Name: Bruce P. Barkley Title: VP-Rates and Gas Supply

 DS

Rate Schedule STF

Agreement/Contract No.: 53779

Dated: July 21, 2022

Backhaul Service

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 GasFERC 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' then-current Tariff, the language of the Tariff will control.

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

Maximum Contract Quantity(ies): 63,295 MMBtu per day - Winter

0 MMBtu per day - Summer

Term: This Agreement shall be effective beginning November 1, 2022 and shall continue in full force and effect through March 31, 2027.

At the end of such primary term, or any subsequent rollover term, this Agreement shall automatically be extended for an additional term of one year, unless either party terminates this Agreement at the end of such primary or rollover term by giving the other party at least one year advance written notice prior to the expiration of such primary or rollover term.

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 or negotiated rate letter agreement.

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

Exhibit A: Primary Point(s), Paths, if applicable

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.



Rate Schedule STF

Between TEXAS GAS TRANSMISSION, LLC and DUKE ENERGY OHIO, INC.

Contract No: 53779

EXHIBIT A

Effective Date: November 1, 2022

PRIMARY POINTS

Delivery Point(s)		Daily Firm Capacity	
Location/Name	Zone	MMBtu/day	
1229 / Duke Energy OH Shipper DE	4	63,295 - Winter	
		0 - Summer	

TOTAL PRIMARY DELIVERY POINT MDQ: 63,295

Receipt Point(s)			Daily Firm Capacity	
Line	Location/Name	Zone	MMBtu/day	
Mainline	9045 / Lebanon-REX	4	63,295 - Winter	
			0 - Summer	

Rate Schedule STF  
 Agreement/Contract No. 37259  
 Dated: July 19, 2018

Discounted Rates Letter Agreement dated November 20, 2020  
 Effective: November 1, 2021

EXHIBIT A

Eligible Primary Receipt Point(s)

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

Eligible Primary Delivery Point(s)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
Duke Energy Ohio Shipper DE	1229	4

Rate(s)

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

Demand: \$0.2250 per MMBtu/day– each winter  
 \$0.1400 per MMBtu/day – each summer

Commodity: \$0.03 per MMBtu plus applicable surcharges and fuel retention

Any discounted rates listed on this Exhibit A shall apply only to transactions transporting from a receipt point listed above to a delivery point listed above. To the extent Customer and/or its replacement customer delivers gas quantities greater than the contract demand on any day and such deliveries are not daily overrun quantities, then Customer shall pay (i) the applicable maximum demand rate on the entire contract demand for that day; and (ii) for all other charges, the maximum applicable rate on all allocated volumes for that day.

Rate Schedule STF  
Agreement/Contract No. 37259  
Dated: July 19, 2018

Discounted Rates Letter Agreement dated November 20, 2020  
Effective: November 1, 2021

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)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
Lebanon-Dominion	1247	4
Lebanon-Columbia Gas	1715	4
Texas Eastern-Lebanon	9959	4
Duke Energy-KY Shipper DE	1872	4

Rate(s)

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

Any discounted rates listed on this Exhibit B shall only apply to transactions transporting from a receipt point listed above or on Exhibit A to a delivery point listed above or on Exhibit A. All rates listed here or on Exhibit A shall be additive. To the extent Customer and/or its replacement customer delivers gas quantities greater than the contract demand on any day and such deliveries are not daily overrun quantities, then Customer shall pay (i) the applicable maximum demand rate on the entire contract demand for that day; and (ii) for all other charges, the maximum applicable rate on all allocated volumes for that day.

commodity charges

**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 + 0.0014 = 0.0214
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 intra-zone rates shall apply to intra-zone transportation, whether such intra-zone transportation is forward haul or backhaul.

**Currently Effective Maximum Commodity Rates (\$ per MMBtu)  
 For Service Under Rate Schedule FT**

	<b>Base Tariff Rates</b>	
SL-SL	0.0104	
SL-1	0.0355	
SL-2	0.0399	
SL-3	0.0445	
SL-4	0.0528	
1-1	0.0337	
1-2	0.0385	
1-3	0.0422	
1-4	0.0508	
2-2	0.0323	
2-3	0.0360	
2-4	0.0446	
3-3	0.0312	
3-4	0.0398	
4-4	0.0360	+0.0014 aca 10/1/2022 =.0374

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

Minimum Rates: Commodity minimum base rates are presented in Section 4.12.

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

**Currently Effective Maximum Transportation Rates (\$ per MMBtu)  
 For Service under Rate Schedule STF**

	<b><u>Peak (Winter)-Demand</u></b>	<b><u>Off-Peak (Summer)-Demand</u></b>
	<b><u>Currently Effective Rates [1]</u></b>	<b><u>Currently Effective Rates [1]</u></b>
SL-SL	0.1188	0.0516
SL-1	0.2322	0.1009
SL-2	0.3172	0.1378
SL-3	0.3731	0.1621
SL-4	0.4701	0.2042
1-1	0.1873	0.0814
1-2	0.2723	0.1183
1-3	0.3282	0.1426
1-4	0.4252	0.1847
2-2	0.1992	0.0866
2-3	0.2551	0.1108
2-4	0.3492	0.1517
3-3	0.1766	0.0768
3-4	0.2707	0.1177
4-4	<b>0.2056</b>	0.0893

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

Notes:

- The STF commodity rate is the applicable FT commodity rate in Section 4.1.  
 The STF overrun rate equals the daily demand rate plus applicable FT commodity rate.  
 Minimum rate: Demand \$-0- The minimum commodity rate is presented in Section 4.12.

**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**

<b><u>Delivery Fuel Zone</u></b>	<b><u>EFRP [1]</u></b>
South	0.86%
Middle	0.94%
North	1.16%

**FT/STF/IT Rate Schedules**

<b><u>Rec/Del Fuel Zone</u></b>	<b><u>EFRP</u></b>
South/South	0.58%
South/Middle	0.76%
South/North	1.06%
Middle/South	0.67%
Middle/Middle	0.19%
Middle/North	0.49%
North/South	1.11%
North/Middle	0.47%
North/North	0.28%

**FSS/FSS-M/ISS/ISS-M Rate Schedules**

<b><u>Injection / Withdrawal</u></b>
0.30%

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

<b><u>Delivery Fuel Zone</u></b>	<b><u>EFRP</u></b>
South	0.18%
Middle	0.33%
North	0.45%

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



## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 6 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025SUPPLIER OR TRANSPORTER NAME K O Transmission Company/TCO - Expired 1/31/2023TARIFF SHEET REFERENCE Part 4EFFECTIVE DATE OF TARIFF 4/1/2020RATE SCHEDULE NUMBER FTSTYPE GAS PURCHASED X NATURAL    LIQUIFIED    SYNTHETICUNIT OR VOLUME TYPE     MCF    CCFX OTHER DTHPURCHASE SOURCE X INTERSTATE    INTRASTATE

## INCLUDABLE GAS SUPPLIERS

PARTICULARS	UNIT RATE ( \$ PER )	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT ( \$ )
DEMAND			
FT - DEMAND	-	-	-
FT - DEMAND TCO/KOT (Feb to Oct)	-	-	-
FT - DEMAND TCO/KOT (Nov & Dec)	-	-	-
TOTAL DEMAND			-
COMMODITY			
TOTAL COMMODITY			0
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER/TRANSPORTER			-

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.

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 7 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025

SUPPLIER OR TRANSPORTER NAME	<u>Tennessee Gas Pipeline</u>		
TARIFF SHEET REFERENCE	<u>Sixth Revised Volume No. 1</u>		
EFFECTIVE DATE OF TARIFF	<u>11/1/2023</u>	RATE SCHEDULE NUMBER	<u>FT-A</u>
TYPE GAS PURCHASED	<u>X</u> NATURAL	<u>    </u> LIQUIFIED	<u>    </u> SYNTHETIC
UNIT OR VOLUME TYPE	<u>    </u> MCF	<u>    </u> CCF	<u>X</u> OTHER DTH
PURCHASE SOURCE	<u>X</u> INTERSTATE	<u>    </u> INTRASTATE	

## INCLUDABLE GAS SUPPLIERS

PARTICULARS	UNIT RATE (\$ PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND			
FT-A DEMAND	4.9132	288,000	1,415,002
TOTAL DEMAND			1,415,002
COMMODITY			
TOTAL COMMODITY			0
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER/TRANSPORTER			1,415,002

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.



Tennessee Gas Pipeline  
Company, L.L.C.  
a Kinder Morgan company

April 6, 2021

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

Attention: Jeff Patton

RE: Discounted Rate Agreement ("Letter Agreement")  
Rate Schedule FT-A Service Package No. 321248

Dear Jeff:

In response to the request of Duke Energy Ohio, Inc. ("Shipper") and pursuant to Section 5.1 Rate Schedule FT-A of Tennessee Gas Pipeline Company L.L.C.'s ("Transporter") FERC Gas Tariff, as may be amended from time to time ("Tariff"), Transporter 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 Shipper 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 Transporter to Shipper of such failure, Transporter shall have the right, in its sole discretion, to immediately terminate this Discounted Rate Agreement with Shipper and/or to assess, from the date of such violation of the terms of this Discounted Rate Agreement, the applicable Base Rate on all transactions occurring under the Service Package for the month(s) in which such limits were exceeded.
- b) For the period commencing **April 1, 2022**, and extending **through March 31, 2025**, for gas delivered by on behalf of Shipper to any Zone 2 delivery point under the above referenced gas transportation agreement, the applicable Rate Schedule FT-A rates for volumes received by Transporter from any receipt meter in Zone L/1 or Zone 2 will be the lesser of: a monthly reservation rate equal to (a) **\$4.867** per Dth or (b) Transporter's applicable Base Reservation Rate.

In addition, Shipper shall pay a daily commodity rate of Transporter's applicable Base Commodity Rate. 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 Transporter's Tariff.

- c) Receipts from and/or deliveries to points other than those listed above during the term of this Discounted Rate Agreement shall result in Shipper being assessed Transporter's Base Reservation Rate under Rate Schedule FT-A applicable to 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 Transporter's applicable daily Base Commodity Rates under Rate Schedule FT-A as well as the applicable F&LR and EPCR charges and all applicable surcharges under Rate Schedule FT-A.

Discount	4.867
GHG	.0462
	4.9132

2. If any terms of this Discounted Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the Federal Energy Regulatory Commission, Transporter 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, Transporter and Shipper 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, Transporter reserves the right to immediately terminate this Discounted Rate Agreement.


If Shipper 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 Shipper 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 Transporter's authorized representative on the below "Agreed to and Accepted" portion. One fully executed copy will be returned for your records.

Sincerely,

Adrienne Reid  
Account Director, Marketing

**TENNESSEE GAS PIPELINE COMPANY, LLC  
AGREED TO AND ACCEPTED**

THIS 4<sup>th</sup> DocuSigned by: May \_\_\_\_\_, 2021.

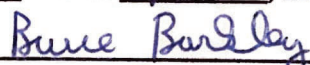
By:   
OF6E74A403824E2...

Name: Ernesto A. Ochoa

Title: Vice President - Commercial

**DUKE ENERGY OHIO, INC.  
AGREED TO AND ACCEPTED**

THIS 29<sup>th</sup> DAY OF April, 2021.

By: 

Name: Bruce Barkley

Title: VP - Rates & Gas Supply

Tennessee Gas Pipeline Company, L.L.C.  
 FERC NGA Gas Tariff  
 Sixth Revised Volume No. 1

Twenty Second Revised Sheet No. 14  
 Superseding  
 Twenty First Revised Sheet No. 14

## RATES PER DEKATHERM

FIRM TRANSPORTATION RATES  
RATE SCHEDULE FOR FT-ABase  
Reservation Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$4.6943		\$9.80960	\$13.1952	\$13.4288	\$14.7555	\$15.6623	\$19.6507
L		\$4.1674						
1	\$7.0668		\$6.7741	\$9.0149	\$12.7706	\$12.5770	\$14.1840	\$17.4413
2	\$13.1953		\$8.9608	\$4.6605	\$4.3567	\$5.5746	\$7.6672	\$9.8974
3	\$13.4288		\$7.0978	\$4.6982	\$3.3894	\$5.2064	\$9.4162	\$10.8807
4	\$17.0500		\$15.7186	\$5.9901	\$9.1033	\$4.4560	\$4.8190	\$6.8844
5	\$20.3297		\$14.2853	\$6.2836	\$7.6032	\$4.9501	\$4.6433	\$6.0448
6	\$23.5176		\$16.4078	\$11.2924	\$12.4403	\$8.7873	\$4.6228	\$4.0017

Daily Base  
Reservation Rate 1/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.1543		\$0.3225	\$0.4338	\$0.4415	\$0.4851	\$0.5149	\$0.6461
L		\$0.1370						
1	\$0.2323		\$0.2227	\$0.2964	\$0.4199	\$0.4135	\$0.4663	\$0.5734
2	\$0.4338		\$0.2946	\$0.1532	\$0.1432	\$0.1833	\$0.2521	\$0.3254
3	\$0.4415		\$0.2334	\$0.1545	\$0.1114	\$0.1712	\$0.3096	\$0.3577
4	\$0.5605		\$0.5168	\$0.1969	\$0.2993	\$0.1465	\$0.1584	\$0.2263
5	\$0.6684		\$0.4697	\$0.2066	\$0.2500	\$0.1627	\$0.1527	\$0.1987
6	\$0.7732		\$0.5394	\$0.3713	\$0.4090	\$0.2889	\$0.1520	\$0.1316

Maximum Reservation  
Rates 2 /, 3 /

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$4.7405		\$9.8558	\$13.2414	\$13.4750	\$14.8017	\$15.7085	\$19.6969
L		\$4.2136						
1	\$7.1130		\$6.8203	\$9.0611	\$12.8168	\$12.6232	\$14.2302	\$17.4875
2	\$13.2415		\$9.0070	\$4.7067	\$4.4029	\$5.6208	\$7.7134	\$9.9436
3	\$13.4750		\$7.1440	\$4.7444	\$3.4356	\$5.2526	\$9.4624	\$10.9269
4	\$17.0962		\$15.7648	\$6.0363	\$9.1495	\$4.5022	\$4.8652	\$6.9306
5	\$20.3759		\$14.3315	\$6.3298	\$7.6494	\$4.9963	\$4.6895	\$6.0910
6	\$23.5638		\$16.4540	\$11.3386	\$12.4865	\$8.8335	\$4.6690	\$4.0479

## Notes:

- 1/ Applicable to demand charge credits and secondary points under discounted rate agreements.
- 2/ Includes a per Dth charge for the PCB Surcharge Adjustment per Article XXXII of the General Terms and Conditions of \$0.0000.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0462.

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 8 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025

SUPPLIER OR TRANSPORTER NAME Rockies Express Pipeline LLC

TARIFF SHEET REFERENCE \_\_\_\_\_

EFFECTIVE DATE OF TARIFF 12/1/2021 RATE SCHEDULE NUMBER FT-S

TYPE GAS PURCHASED X NATURAL \_\_\_\_\_ LIQUIFIED \_\_\_\_\_ SYNTHETIC \_\_\_\_\_

UNIT OR VOLUME TYPE \_\_\_\_\_ MCF \_\_\_\_\_ CCF X OTHER \_\_\_\_\_ DTH

PURCHASE SOURCE X INTERSTATE \_\_\_\_\_ INTRASTATE \_\_\_\_\_

## INCLUDABLE GAS SUPPLIERS

PARTICULARS	UNIT RATE (\$ PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND			
FT-A DEMAND	14.0000	684,000	9,576,000
_____			
_____			
_____			
_____			
TOTAL DEMAND			9,576,000
COMMODITY			
_____			
_____			
_____			
_____			
TOTAL COMMODITY			0
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
_____			
_____			
_____			
TOTAL MISCELLANEOUS			-
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER/TRANSPORTER			9,576,000

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.

## FTS FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Rockies Express Pipeline LLC ("Transporter") and Shipper agree, as of October 5, 2020, that Transporter will provide transportation service, under Part 284 of FERC's regulations, for Shipper on a firm basis in accordance with the provisions contained in this Transportation Service Agreement ("Agreement"). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time ("Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

X effective the later of the date REX completes construction of the REX Facilities (as defined below) or December 1, 2021 ("Effective Date"); provided however, if the REX Facilities are not constructed by December 1, 2022, which, for the avoidance of doubt, shall not require them to be placed into commercial service but shall require them to be ready for interconnect, Shipper may terminate this Agreement and the parties shall have no obligations to one another hereunder, and is the original contract. The REX Facilities shall mean a hot tap on the REX Mainline, a side-tap valve, REX communications/supervisory control and data acquisition equipment ("SCADA"), filtration, metering, meter run isolation valves, custody electronic flow measurement ("EFM"), a flow control valve, station piping, valving, meter building, and appurtenant facilities.

\_\_\_\_\_ effective \_\_\_\_\_, this Amendment No. \_\_\_\_ amends and restates  
FTS Contract No. \_\_\_\_\_ effective

\_\_\_\_\_ Capacity rights for this Agreement were permanently released from \_\_\_\_\_.

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

DUKE ENERGY OHIO, INC.  
ATTN: Jeff Patton  
4720 PIEDMONT ROW DRIVE  
CHARLOTTE, NC 28210  
(704) 731-4959  
jeff.patton@duke-energy.com

3. TERM OF SERVICE:

(Date, Period-of-Time or Event): Effective Date  
to

(Date, Period-of-Time or Event): The date that is ten (10) years from the Effective Date; provided, however, if the Effective Date is on a day other than the first day of the month, then the Term of Service shall extend to the date that is ten (10) years from the first day of the month following the Effective Date.

## 4. SHIPPER'S STATUS:

☒ Local Distribution Company  
☐ Intrastate Pipeline Company  
☐ Interstate Pipeline Company  
☐ Other: \_\_\_\_\_

## 5. TRANSPORTATION ON BEHALF OF:

☐ Local Distribution Company  
☐ Intrastate Pipeline Company  
☐ Interstate Pipeline Company  
☒ Other: SHIPPER

## 6. RATE SCHEDULE FTS Maximum Daily Quantity ("MDQ"):

(Date, Period-of-Time or Event) MDQ

From the Effective Date to the date that is 57,000  
ten (10) years from the Effective Date;  
provided, however, if the Effective Date  
is on a day other than the first day of the  
month, then the Term of Service shall  
extend to the date that is ten (10) years  
from the first day of the month following  
the Effective Date.

## 7. PRIMARY FTS RECEIPT POINTS &amp; MAXIMUM DAILY RECEIPT QUANTITY ("MDRQ"):

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>From the Effective Date to the date that is ten (10) years from the Effective Date; provided, however, if the Effective Date is on a day other than the first day of the month, then the Term of Service shall extend to the date that is ten (10) years from the first day of the month following the Effective Date.</u>	<u>60062</u>	<u>EQT OVC/REX ISALY MONROE</u>	<u>57,000</u>	<u>NO</u>



## 8. PRIMARY FTS DELIVERY POINTS &amp; MAXIMUM DAILY DELIVERY QUANTITY ("MDDQ"):

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>From the Effective Date to the date that is ten (10) years from the Effective Date; provided, however, if the Effective Date is on a day other than the first day of the month, then the Term of Service shall extend to the date that is ten (10) years from the first day of the month following the Effective Date.</u>	<u>60478</u>	<u>REX/DUKE DICKS CREEK DELIVERY POINT</u>	<u>57,000</u>	<u>NO</u>

9. DELIVERY PRESSURE: (Pursuant to Section 19.2 of the General Terms and Conditions of the Tariff: "...at the pressure available... [or] allowing for agreement by Transporter to alternate minimum or maximum pressures."): There is no delivery pressure agreement.

## 10. RATES:

Reservation Rate: (Pursuant to Section 5.1(a) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 12.6 and 33, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5.1(b) of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

FL&U Reimbursement Percentages and Electric Power Cost Charges: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, pursuant to Section 38 and Section 40 of the General Terms and Conditions, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 33 of the General Terms and Conditions of the Tariff.

Incremental Facility Charge:

(Pursuant to Section 5.3(B) of Rate Schedule FTS of the Tariff)

X None

\_\_\_\_\_ Lump-sum payment of \_\_\_\_\_

\_\_\_\_\_ Monthly fee of \_\_\_\_\_ through \_\_\_\_\_

Contract No. 954559Page 4 of 5

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued July 16, 2009 at Docket No. CP09-58-000 (Zone 1 Meeker to Cheyenne Expansion Project):

☐ Yes  
☒ No

Incremental Fuel Charge applicable to firm transportation provided by the incremental capacity approved by FERC order issued February 25, 2016 at Docket No. CP15-137-000 (Zone 3 Capacity Enhancement Project):

☒ Yes  
☐ No

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)  
Applicable charges per Tariff as may be assessed by Transporter.

11. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 17.3 of the General Terms and Conditions of the Tariff).

(Check one):

☒ Not Applicable  
☐ Applicable (Complete the following):

Notice of ROFR Exercise:

☐ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

12. ROLLOVER PROVISIONS: (Pursuant to Section 17.2 of the General Terms and Conditions of the Tariff).

(Check one):

☐ Not Applicable  
☒ Applicable (Complete the following):

Notice of Rollover Exercise:

☒ Per the Tariff; or ☐ Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

Contract No. 954559

Page 5 of 5

14. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Rockies Express Pipeline LLC  
Commercial Operations  
370 Van Gordon Street  
Lakewood, CO 80228  
e-mail: REX@tallgrassenergyllp.com

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

**Shipper Approval:**

Shipper: Duke Energy Ohio, Inc.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
SVP - Natural Gas Business

**Transporter Approval:**

Transporter: DocuSigned by: Pipeline LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature: Matt Sheehy]*

BB7F755D81F64EC...

airman

DS  
DF

DS  
DB

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 9 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025SUPPLIER OR TRANSPORTER NAME Various Suppliers

TARIFF SHEET REFERENCE \_\_\_\_\_

EFFECTIVE DATE OF TARIFF \_\_\_\_\_

RATE SCHEDULE NUMBER \_\_\_\_\_

TYPE GAS PURCHASED X NATURAL       LIQUIFIED       SYNTHETICUNIT OR VOLUME TYPE        MCF       CCFX OTHER DTHPURCHASE SOURCE X INTERSTATE       INTRASTATE

## INCLUDABLE GAS SUPPLIERS

PARTICULARS	UNIT RATE (\$ PER)	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT (\$)
DEMAND			
Various Producers/Marketers	-	-	-
Needle Peaking @ City Gate (Various Suppliers)			
Eco Energy	-	2,494,583	-
Cima	0.0350	2,639,000	92,365
NRG (DIRECT)	0.0500	910,000	45,500
DTE	0.1500	1,456,000	218,400
UET	0.2000	1,820,000	364,000
UET	0.2000	2,730,000	546,000
TOTAL DEMAND			1,266,265
COMMODITY			
See Commodity Costs sheet, Page 8 of 8.			
TOTAL COMMODITY			-
MISCELLANEOUS			
TRANSPORTATION	-	-	-
OTHER MISCELLANEOUS (SPECIFY)	-	-	-
TOTAL MISCELLANEOUS			0
TOTAL EXPECTED GAS COST OF PRIMARY SUPPLIER/TRANSPORTER			1,266,265

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.



**CIMA ENERGY, LP**  
1221 McKinney St., Suite 3700  
Houston, TX 77010  
Phone: (713) 209-1112  
Confirm Fax: (713) 636-5020

**TRANSACTION CONFIRMATION NOTICE  
FOR IMMEDIATE DELIVERY**

**Date:** Thursday, November 03, 2022

**EXHIBIT A**

**To:** DUKE ENERGY OHIO, INC  
139 E. Fourth St. EX460  
Cincinnati, OH 45202

**Attn:** CONFIRMATION DEPARTMENT  
Phone: ( )  
Fax: (513) 287-4212

**Trade #:** 853109  
**Confirmation #:** 784023-02  
**Trader:** Gregory Turner

**Contract Number:**  
**Contract Date:** 12/1/2013

This Transaction Confirmation is subject to Base Contract between Buyer and Seller. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract or this Transaction Confirmation.

**Buyer:** DUKE ENERGY OHIO, INC  
**Seller:** CIMA ENERGY, LP  
**Trade Date:** 11/3/2022  
**Trade Method:** Instant Message

Delivery Period	Quantity	Cost Type	Price Description	Delivery Location	Obligation
From: 12/1/2022 To: 2/28/2023	0 - 29,000 per Day	Contract Price	GD REX, Zone 3 delivered + 0.30 USD/MMBtu	Texas Gas - LEBANON Area	Firm (G)
From: 12/1/2022 To: 2/28/2023	29,000 per Day	Option Premium	0.035 USD/MMBtu		

**Special Provisions:**

For each Day throughout the Delivery Period, Buyer shall have the right, but not the obligation, to elect a Quantity of up to the "MMBtus/day Maximum" listed in this Transaction Confirmation. Buyer will provide Notice to CIMA of the Quantity that Buyer elects for any given Day(s) of the Delivery Period by 9:00 AM EPT on the Day prior to delivery of such elected Quantity ("Notification Time"), with nominated Quantity being ratable on any non-Business Days (keeping in accordance with the ICE U.S. next day gas trading calendar). If Buyer fails to do so by the Notification Time, then the elected Quantity shall be deemed to be the Quantity corresponding with the "MMBtus/day Minimum."  
For having the right to make the above described election, Buyer will pay CIMA, in addition to the price for the delivered Quantity, an "Option Premium" times the "MMBtus/day Maximum" for each Day of each Month of the Delivery Period.

*\*Notification due by 9:00am Eastern Prevailing Time of the prior Business Day*

**CIMA ENERGY, LP**  
**By:** CIMA Energy Management, LLC  
Its Sole General Partner  
  
**By:** Melisa Richardson  
**Name:** Melisa Richardson  
**Title:** VP Operations  
**Date:** 11/3/2022

**DUKE ENERGY OHIO, INC**  
  
**By:** Todd P. Breece  
**Name:** Todd P. Breece  
**Title:** Manager Natural Gas Trading & Optimization  
**Date:** 11/9/2022

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY



Date: 10/31/2022

Transaction Confirmation # 2690958

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated February 21, 2007. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

Direct Energy Business Marketing, LLC ("Seller")  
804 Carnegie Center Drive  
Princeton, NJ 08540  
Attn: Middle Office- Energy Marketing  
Phone: 585-414-0280  
Email: Apolloinbounddocs@nrg.com  
Transporters: Texas Gas Transmission, LLC  
Transporters Contract Number: #37033  
Trader: Dan Gagliano

**BUYER:**

Duke Energy Ohio, Inc  
4720 Piedmont Row Dr.  
Charlotte, NC 28210  
Attn: Middle Office  
Phone: (704) 731-4907  
Fax: (866) 682-1118  
Email: Middleoffice@piedmontng.com  
Base Contract No. \_\_\_\_\_  
Transporters: Texas Gas Transmission, LLC  
Transporters Contract Number: \_\_\_\_\_  
Trader: Ernest Becaria

**Contract Price:** See Special Conditions.

**Delivery Period:** Begin: December 1, 2022 End: February 28, 2023

**Performance Obligation and Contract Quantity:** (Select One) Peaking Service \*\*See Special Conditions below.

**Firm (Fixed Quantity):**

\_\_\_\_\_ MMBtus/day

☐ EFP

**Firm (Variable Quantity):**

\_\_\_\_\_ 0 MMBtus/day Minimum

\_\_\_\_\_ 10,000 MMBtus/day Maximum (MDQ)

250,000 MMBtu total for the Delivery Period

Subject to Section 4.2. at election of

☒ Buyer or ☐ Seller

**Interruptible:**

Up to \_\_\_\_\_ MMBtus/day

Up to \_\_\_\_\_ MMBtus/day

**Delivery Point(s):**

Texas Gas Meter # 1229

**Special Conditions:**

**Definitions:**

"Day Ahead Quantity" shall mean Quantities taken by Buyer prior to 9 AM E.C.T., up to the MDQ, for no more than twenty-five (25) Days total throughout the Delivery Period.

"E.C.T." shall mean for the purposes of this Transaction Confirmation the local clock time in the eastern time zone on any Day.

"Holiday" or "Holidays" means any Day(s) that is an ICE Gas Trading Day Holiday.

"ICE Gas Trading Day Holiday(s)" means any day(s) that is an ICE designated holiday for U.S. physical natural gas.

"ICE" means Intercontinental Exchange Inc., and its successors.

**Peaking Service:** Upon timely election/notification and in accordance with the terms set forth in this Transaction Confirmation, Buyer may request delivery of Peaking Service and Seller shall deliver up to the MDQ for not more than twenty-five (25) Days during the Delivery Period. Buyer may request delivery of Peaking service on any Day(s) during the Delivery Period pursuant to the terms set forth below.

**Nominations:** Day Ahead Quantity Nomination: Buyer may elect a Day Ahead Quantity for each day of each month not to exceed the MDQ. Should Buyer provide no notification, the default Quantity will be 0 MMBtus for the following Gas Day.

Weekdays (Tuesday - Friday) – For a Day Ahead Quantity nominated by Buyer on Weekdays, Buyer shall notify Seller by 9:00 AM E.C.T on the Business Day prior to the Day of Gas flow of the quantity to be taken.

Weekends (Saturday, Sunday and Monday) and Holidays - For a Day Ahead Quantity nominated by Buyer on Weekends and Holidays, Buyer shall notify Seller by 9:00 AM E.C.T on the Business Day prior to Saturday or Holiday of the quantity to be taken. The quantity shall be ratable for each Day of the Weekend or Holiday period.

**Contract Price:** Contract Price for the purposes of this Transaction Confirmation shall be defined as follows:

The applicable Platt's Rex, Zone 3 delivered Gas Daily Midpoint price published under the heading "Upper Midwest" plus the applicable Texas Gas Transmission, LLC fuel and variables to transport from Zone 4 to Zone 4, plus \$0.15/Dth

**Firm Delivery Rights:** Seller shall utilize Texas Gas Transmission, LLC firm transportation contract # 37033 with a primary receipt point of Whitesville Zone 3 and a primary delivery point to Lebanon Zone 4 to facilitate firm delivery of the Peaking Service to Buyer.

**Dodd-Frank Compliance:**

It is the Parties' intent that any sale of natural gas under this Agreement is a physical forward contract under the Dodd-Frank Wall Street Reform and Consumer Protection Act pursuant to the seven part test adopted in Further Definition of "Swap," Security-Based Swap," and "Security-Based Swap Agreement"; Mixed Swaps; Security-Based Swap Agreement Recordkeeping, 77 Fed. Reg. 48208 at pp. 48238-42 (Aug. 13, 2012) as modified or supplemented by further guidance provided by the Commodity Futures Trading Commission ("CFTC"), including Final Interpretation, Forward Contracts with Embedded Volumetric Optionality, 80 Fed. Reg. 28239 (May 18, 2015) and Proposed Guidance, Certain Natural Gas and Electric Power Contracts, 81 Fed. Reg. 20583 (Apr. 8, 2016), because (a) the exercise or non-exercise of any embedded volumetric optionality in this Agreement is based primarily on physical factors or regulatory requirements that are outside the control of the Buyer and that influence Buyer's demand hereunder; (b) Buyer's decision to exercise any optionality hereunder is predominately driven by factors affecting supply and demand that are beyond Buyer's control; and (c) the optionality is a reasonable way to address uncertainty associated with those factors. Furthermore, with reference to CFTC Office of General Counsel guidance concerning facility usage agreements, both parties acknowledge that (1) Buyer's rights for the term of this transaction are legally established on the date hereof and do not require any further notice of an exercise of an option by Buyer to Seller in order for Buyer to have those rights, (2) the due dates for payments that Buyer is obligated to make hereunder are commercially reasonable, and (3) variable costs charged to Buyer hereunder are related to actual variable costs incurred by Seller hereunder. The Parties make the following representations to each other which will be deemed to be made continually throughout the duration of this transaction:

- It is a commercial user of, or merchant handling, the commodity that is the subject of this Transaction or the products or byproducts thereof; and is entering into this Transaction solely for the purposes related to its business as such;
- It is an "eligible contract participant" as such term is defined in the Commodity Exchange Act, as amended 7 U.S.C. § 1(a)(18), and it is an "eligible commercial entity" as such term is defined in the Commodity Exchange Act, as amended 7 U.S.C. § 1(a)(17); and

- It intends to make or take physical delivery of the commodity; and any optionality under the Transaction is primarily intended to address physical factors or regulatory requirements that reasonably influence demand for, or supply of, the natural gas.

Duke Energy Ohio represents and warrants that: (a) it is a natural gas local distribution utility with an obligation to provide service to its customers and is entering into this Transaction Confirmation to secure physical supply to meet such service obligations; and, (b) the embedded volumetric optionality is primarily intended to address physical factors or regulatory requirements that reasonably influence demand for natural gas.

Seller: Direct Energy Business Marketing, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: Duke Energy Ohio, Inc

By: Todd P. Breece

Title: Manager Natural Gas Trading & Optimization

Date: 11/3/2022



TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY



Date:

Transaction Confirmation #

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated February 21, 2007. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

NRG Business Marketing LLC ("Seller")  
804 Carnegie Center Drive  
Princeton, NJ 08540  
Attn: Middle Office- Energy Marketing  
Phone: 585-414-0280  
Email: [Apolloinbounddocs@nrg.com](mailto:Apolloinbounddocs@nrg.com)  
Transporters: Texas Gas Transmission, LLC  
Transporters Contract Number: #37033  
Trader: Dan Gagliano

**BUYER:**

Duke Energy Ohio, Inc  
525 South Tryon Street  
Charlotte, NC 28202  
Attn: Middle Office  
Phone: (704) 731-4907  
Fax: (866) 682-1118  
Email: [Middleoffice@piedmontng.com](mailto:Middleoffice@piedmontng.com)  
Base Contract No. \_\_\_\_\_  
Transporters: Texas Gas Transmission, LLC  
Transporters Contract Number: \_\_\_\_\_  
Trader: Ernest Becaria

**Contract Price:** See Special Conditions.

**Delivery Period:** Begin: December 1, 2023 End: February 29, 2024

**Performance Obligation and Contract Quantity:** (Select One) Peaking Service \*\*See Special Conditions below.

**Firm (Fixed Quantity):**

\_\_\_\_\_ MMBtus/day

☐ EFP

**Firm (Variable Quantity):**

\_\_\_\_\_ 0 MMBtus/day Minimum

\_\_\_\_\_ 10,000 MMBtus/day Maximum (MDQ)

\_\_\_\_\_ 110,000 MMBtu total for the Delivery Period

Subject to Section 4.2. at election of

☒ Buyer or ☐ Seller

**Interruptible:**

Up to \_\_\_\_\_ MMBtus/day

Up to \_\_\_\_\_ MMBtus/day

**Delivery Point(s):**

Texas Gas Meter # 1229

**Special Conditions:**

**Definitions:**

"Day Ahead Quantity" shall mean Quantities taken by Buyer prior to 9 AM E.C.T., up to the MDQ, for no more than eleven (11) Days total throughout the Delivery Period.

"E.C.T." shall mean for the purposes of this Transaction Confirmation the local clock time in the eastern time zone on any Day.

"Holiday" or "Holidays" means any Day(s) that is an ICE Gas Trading Day Holiday.

"ICE Gas Trading Day Holiday(s)" means any day(s) that is an ICE designated holiday for U.S. physical natural gas.

"ICE" means Intercontinental Exchange Inc., and its successors.

"Reservation Fee" means a rate of \$0.05/MMBtu times the MDQ times the number of Days in each month throughout the Delivery Period payable to Seller each month.

**Peaking Service:** Upon timely election/notification and in accordance with the terms set forth in this Transaction Confirmation, Buyer may request delivery of Peaking Service and Seller shall deliver up to the MDQ for not more than eleven (11) Days during the Delivery Period. Buyer may request delivery of Peaking service on any Day(s) during the Delivery Period pursuant to the terms set forth below.

**Nominations:** Day Ahead Quantity Nomination: Buyer may elect a Day Ahead Quantity for each day of each month not to exceed the MDQ. Should Buyer provide no notification, the default Quantity will be 0 MMBtus for the following Gas Day.

Weekdays (Tuesday - Friday) – For a Day Ahead Quantity nominated by Buyer on Weekdays, Buyer shall notify Seller by 9:00 AM E.C.T on the Business Day prior to the Day of Gas flow of the quantity to be taken.

Weekends (Saturday, Sunday and Monday) and Holidays - For a Day Ahead Quantity nominated by Buyer on Weekends and Holidays, Buyer shall notify Seller by 9:00 AM E.C.T on the Business Day prior to Saturday or Holiday of the quantity to be taken. The quantity shall be ratable for each Day of the Weekend or Holiday period.

**Contract Price:** Contract Price for the purposes of this Transaction Confirmation shall be defined as follows:

The applicable Platt's Rex, Zone 3 delivered Gas Daily Midpoint price published under the heading "Upper Midwest" plus the applicable Texas Gas Transmission, LLC fuel and variables to transport from Zone 4 to Zone 4, plus \$0.15/Dth

**Reservation Fee:** Buyer shall pay Seller the Reservation Fee for each month throughout the Delivery Period.

**Firm Delivery Rights:** Seller shall utilize Texas Gas Transmission, LLC firm transportation contract # 37033 with a primary receipt point of Whitesville Zone 3 and a primary delivery point to Lebanon Zone 4 to facilitate firm delivery of the Peaking Service to Buyer.

**Dodd-Frank Compliance:**

It is the Parties' intent that any sale of natural gas under this Agreement is a physical forward contract under the Dodd-Frank Wall Street Reform and Consumer Protection Act pursuant to the seven part test adopted in Further Definition of "Swap," Security-Based Swap," and "Security-Based Swap Agreement"; Mixed Swaps; Security-Based Swap Agreement Recordkeeping, 77 Fed. Reg. 48208 at pp. 48238-42 (Aug. 13, 2012) as modified or supplemented by further guidance provided by the Commodity Futures Trading Commission ("CFTC"), including Final Interpretation, Forward Contracts with Embedded Volumetric Optionality, 80 Fed. Reg. 28239 (May 18, 2015) and Proposed Guidance, Certain Natural Gas and Electric Power Contracts, 81 Fed. Reg. 20583 (Apr. 8, 2016), because (a) the exercise or non-exercise of any embedded volumetric optionality in this Agreement is based primarily on physical factors or regulatory requirements that are outside the control of the Buyer and that influence Buyer's demand hereunder; (b) Buyer's decision to exercise any optionality hereunder is predominately driven by factors affecting supply and demand that are beyond Buyer's control; and (c) the optionality is a reasonable way to address uncertainty associated with those factors. Furthermore, with reference to CFTC Office of General Counsel guidance concerning facility usage agreements, both parties acknowledge that (1) Buyer's rights for the term of this transaction are legally established on the date hereof and do not require any further notice of an exercise of an option by Buyer to Seller in order for Buyer to have those rights, (2) the due dates for payments that Buyer is obligated to make hereunder are commercially reasonable, and (3) variable costs charged to Buyer hereunder are related to actual variable costs incurred by Seller hereunder. The Parties make the following representations to each other which will be deemed to be made continually throughout the duration of this transaction:

- It is a commercial user of, or merchant handling, the commodity that is the subject of this Transaction or the products or byproducts thereof; and is entering into this Transaction solely for the purposes related to its business as such;
- It is an "eligible contract participant" as such term is defined in the Commodity Exchange Act, as amended 7 U.S.C. § 1(a)(18), and it is an "eligible commercial entity" as such term is defined in the Commodity Exchange Act, as amended 7 U.S.C. § 1(a)(17); and
- It intends to make or take physical delivery of the commodity; and any optionality under the Transaction is primarily intended to address physical factors or regulatory requirements that reasonably influence demand for, or supply of, the natural gas.

Duke Energy Ohio, Inc. represents and warrants that: (a) it is a natural gas local distribution utility with an obligation to provide service to its customers and is entering into this Transaction Confirmation to secure physical supply to meet such service obligations; and, (b) the embedded volumetric optionality is primarily intended to address physical factors or regulatory requirements that reasonably influence demand for natural gas.

Duke Energy Ohio, Inc. acknowledges and agrees that NRG Business Marketing LLC is not a "utility" as such term is used in 11 U.S.C. Section 366, and Party B waives, and shall not assert, the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such party.

Seller: NRG Business Marketing LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: Duke Energy Ohio, Inc

By: Todd P. Breece

Title: Manager Natural Gas Trading & Optimization

Date: 11/6/2023

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - A  
PAGE 10 OF 10

COMPANY NAME: DUKE ENERGY OHIO

## PRIMARY GAS SUPPLIER / TRANSPORTER

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025

SUPPLIER OR TRANSPORTER NAME	<u>Commodity Costs</u>		
TARIFF SHEET REFERENCE	<u></u>		
EFFECTIVE DATE OF TARIFF	<u></u>	RATE SCHEDULE NUMBER	<u></u>
TYPE GAS PURCHASED	<u>X</u> NATURAL	<u></u> LIQUIFIED	<u></u> SYNTHETIC
UNIT OR VOLUME TYPE	<u></u> MCF	<u></u> CCF	<u></u> OTHER
PURCHASE SOURCE	<u>X</u> INTERSTATE	<u></u> INTRASTATE	

## GAS COMMODITY RATE FOR MARCH 2024:

GAS MARKETERS :

WEIGHTED AVERAGE GAS COST @ CITY GATE (\$/Dth) (1):			\$1.99580	\$/Dth
DUKE ENERGY OHIO FUEL	1.200%	\$0.0239	\$2.01970	\$/Dth
DTH TO MCF CONVERSION	1.0682	\$0.1377	\$2.15740	\$/Mcf
ESTIMATED WEIGHTING FACTOR	45.920%		\$0.99070	\$/Mcf
GAS MARKETERS COMMODITY RATE			\$0.99100	\$/Mcf

GAS STORAGE :

COLUMBIA GAS TRANS. - STORAGE INVENTORY RATE			\$2.84502	\$/Dth
COLUMBIA GAS TRANS. FSS WITHDRAWAL FEE		\$0.0153	\$2.86032	\$/Dth
COLUMBIA GAS TRANS. SST FUEL	2.132%	\$0.0610	\$2.92132	\$/Dth
COLUMBIA GAS TRANS SST COMMODITY RATE		\$0.0132	\$2.93452	\$/Dth
KO TRANS, COMMODITY RATE		\$0.0000	\$2.93452	\$/Dth
DUKE ENERGY OHIO FUEL	1.200%	\$0.0352	\$2.96972	\$/Dth
DTH TO MCF CONVERSION	1.0682	\$0.2025	\$3.17222	\$/Mcf
ESTIMATED WEIGHTING FACTOR	43.424%		\$1.37750	\$/Mcf
GAS STORAGE COMMODITY RATE - COLUMBIA GAS			\$1.37800	\$/Mcf
TEXAS GAS TRANSMISSION - STORAGE INVENTORY RATE			\$2.16240	\$/Dth
TEXAS GAS COMMODITY RATE		\$0.0628	\$2.22520	\$/Dth
DUKE ENERGY OHIO FUEL	1.200%	\$0.0267	\$2.25190	\$/Dth
DTH TO MCF CONVERSION	1.0682	\$0.1536	\$2.40550	\$/Mcf
ESTIMATED WEIGHTING FACTOR	10.656%		\$0.25630	\$/Mcf
GAS STORAGE COMMODITY RATE - TEXAS GAS			\$0.25600	\$/Mcf

PROPANE :

WEIGHTED AVERAGE PROPANE INVENTORY RATE			\$0.00000	\$/Gal
GALLON TO MCF CONVERSION	15.38	\$0.0000	\$0.00000	\$/Mcf
ESTIMATED WEIGHTING FACTOR	0.000%		\$0.00000	\$/Mcf
PROPANE COMMODITY RATE			\$0.00000	\$/Mcf

FOOTNOTE NO. (1) Weighted average cost of gas based on NYMEX prices on February 6, 2024

## PURCHASED GAS ADJUSTMENT

SCHEDULE I - B  
PAGE 1 OF 1

## OTHER PRIMARY GAS SUPPLIERS

DETAILS FOR THE EGC IN EFFECT AS OF March 1, 2024 AND THE PROJECTED  
VOLUME FOR THE TWELVE MONTH PERIOD ENDED 2/28/2025

SUPPLIER NAME	UNIT RATE	TWELVE MONTH VOLUME	EXPECTED GAS COST AMOUNT
<u>OTHER GAS COMPANIES</u>			
_____			
_____			
_____			
_____			
TOTAL OTHER GAS COMPANIES			-
<u>OHIO PRODUCERS</u>			
_____			
_____			
_____			
TOTAL OHIO PRODUCERS			-
<u>SELF-HELP ARRANGEMENT</u>			
TRANSPORTATION			
OTHER MISCELLANEOUS (SPECIFY)			
_____			
Firm Balancing Service (FBS) Credit (1)	0.5260	3,058,604	(1,608,826)
Contract Commitment Cost Recovery (CCCR) Credit (1)	0.0220	34,052,013	(749,144)
EFBS Demand Credit	12.2200	1,512,000	(18,476,640)
EFBS Volumetric Credit (1)	0.0370	30,993,409	(1,146,756)
FRAS Capacity Assignment	0.3610	30,079,716	(10,856,394)
TOTAL SELF-HELP ARRANGEMENT			(32,837,760)
<u>SPECIAL PURCHASES</u>			
_____			
_____			

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)		0.00000
INCLUDABLE PROPANE FOR 12 MO. ENDED	<u>1/31/2024</u> (GALS)	-
	SUB TOTAL	-

INCLUDABLE PROPANE (PEAK SHAVING @ ERLANGER PLANT) :

BOOK COST OF INCLUDABLE PROPANE (\$/GAL)		0.00000
INCLUDABLE PROPANE FOR 12 MO. ENDED	<u>1/31/2024</u> (GALS)	-
	SUB TOTAL	-

TOTAL DOLLARS -

TOTAL GALLONS -

See Commodity Costs sheet, Page 9 of 9. WEIGHTED AVERAGE RATE \$0.00000

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 March 1, 2024

Month	Beginning Storage Inventory	Monthly Storage Activity		Ending Storage Inventory	EFBS Balance	Ending Storage Inventory less EFBS
		Injected	Withdrawn			
January 2024	\$20,414,659.24	\$0.00	\$8,554,460.60	\$11,860,198.64	\$5,619,364	\$6,240,835
February 2024	\$11,860,198.64	\$0.00	\$5,694,000.00	\$6,166,198.64	\$5,750,108	\$416,091
March 2024	\$6,166,198.64	\$0.00	\$3,644,810.00	\$2,521,388.64	\$10,800,219	(\$8,278,830)

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 March 1, 2024

Line No.	Ending Storage Balance Month	Estimated Ending Storage Inventory less EFBS (Schedule I - C)	Average Monthly Storage Inventory less EFBS Balance	Average Storage Balance times Monthly Cost of Capital (1)	Estimated Monthly MCF	\$/MCF
1	January 2024	\$6,240,835		0.8333%		
2	February 2024	\$416,091	\$3,328,463			
3	March 2024	(\$8,278,830)	(\$3,931,370)	-\$32,760	2,721,162	-\$0.012

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





**PURCHASE GAS ADJUSTMENT  
DUKE ENERGY OHIO  
ACTUAL ADJUSTMENT**

DETAILS FOR THE THREE MONTH PERIOD ENDED

November 30, 2023

PARTICULARS	UNIT	SEPTEMBER	OCTOBER	NOVEMBER
<b><u>SUPPLY VOLUME PER BOOKS</u></b>				
PRIMARY GAS SUPPLIERS	MCF	(383,709)	1,798,938	1,440,898
UTILITY PRODUCTION	MCF	0.0	0.0	0.0
INCLUDABLE PROPANE	MCF	0	0.0	0.0
OTHER VOLUMES (SPECIFY) ADJUSTMENT	MCF	410	5,582	(18,430)
TOTAL SUPPLY VOLUMES	MCF	(383,299)	1,804,520	1,422,468

**SUPPLY COST PER BOOKS**

PRIMARY GAS SUPPLIERS	\$	3,371,823	9,893,752	10,807,951
TRANSITION COSTS	\$	0	0	0
INCLUDABLE PROPANE	\$	0	0.0	0.0
GAS STORAGE CARRYING COSTS	\$	136,807	133,889	123,288
OTHER COSTS (SPECIFY):				
MANAGEMENT FEE	\$	(281,120)	(281,120)	(365,280)
TRANSPORTATION GAS COST CREDIT	\$	0.0	0.0	0.0
WEIGHTED AVERAGE PIPELINE COST REFUNDED/(BILLED) TO SUPPLIERS	\$	0.0	0.0	0.0
FIRM TRANSPORTATION SUPPLIER COST	\$	1,166	(22,345)	(7,419)
CUSTOMER POOL USAGE COST	\$	(1,480,106)	(1,591,559)	(1,637,039)
SALES TO REMARKETERS	\$	0.0	0.0	0.0
RATE "IT" CREDIT	\$	0.0	0.0	0.0
CONTRACT COMMITMENT COSTS RIDER	\$	(30,471)	(35,552)	(67,089)
LOSSES - DAMAGED LINES	\$	(5,094)	0.0	0.0
TOTAL SUPPLY COSTS	\$	1,713,005	8,097,065	8,854,412

**SALES VOLUMES**

JURISDICTIONAL	MCF	234,828.9	449,397.7	1,123,917.5
NON-JURISDICTIONAL	MCF	0.0	0.0	0.0
OTHER VOLUMES (SPECIFY):	MCF	0.0	0.0	0.0
TOTAL SALES VOLUMES	MCF	234,828.9	449,397.7	1,123,917.5
UNIT BOOK COST OF GAS (SUPPLY \$ / SALES MCF)	\$/MCF	7.295	18.018	7.878
LESS: EGC IN EFFECT FOR THE MONTH	\$/MCF	5.737	5.437	6.081
DIFFERENCE	\$/MCF	1.558	12.581	1.797
TIMES: MONTHLY JURISDICTIONAL SALES	MCF	234,828.9	449,397.7	1,123,917.5
EQUALS MONTHLY COST DIFFERENCE	\$	365,863.36	5,653,872.11	2,019,679.72

PARTICULARS	UNIT	AMOUNT
TOTAL COST DIFFERENCE FOR THE THREE MONTH PERIOD	\$	8,039,415.19
PRIOR PERIOD ADJUSTMENT	\$	0.00
BALANCE ADJUSTMENT FROM SCHEDULE IV	\$	73,501.52
TOTAL COST DIFFERENCE FOR USE IN THE CURRENT AA CALCULATION	\$	8,112,916.71
DIVIDED BY: 12 MONTH PROJECTED SALES ENDED February 28 2025	MCF	21,569,159
EQUALS CURRENT QUARTERLY ACTUAL ADJUSTMENT	\$/MCF	0.376

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

November 30, 2023

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 ( December 1, 2022 )	\$	223,863.32
LESS: DOLLAR AMOUNT RESULTING FROM THE AA OF \$ 0.008 /MCF AS USED TO COMPUTE THE GCR IN EFFECT FOUR QUARTERS PRIOR TO THE CURRENTLY EFFECTIVE GCR TIMES THE JURISDICTIONAL SALES OF 18,795,226 MCF FOR THE 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	\$	<u>150,361.80</u>
BALANCE ADJUSTMENT FOR THE AA	\$	<u>73,501.52</u>
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 ( December 1, 2022 )	\$	0.00
LESS: DOLLAR AMOUNT RESULTING FROM THE UNIT RATE FOR SUPPLIER REFUNDS AND RECONCILIATION ADJUSTMENTS OF \$ 0.000 /MCF AS USED TO COMPUTE RA OF THE GCR IN EFFECT FOUR QUARTERS PRIOR TO THE CURRENTLY EFFECTIVE GCR TIMES THE JURISDICTIONAL SALES OF 18,795,226 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	\$	<u>0.00</u>
BALANCE ADJUSTMENT FOR THE RA	\$	<u>0.00</u>
DOLLAR AMOUNT OF THE BALANCE ADJUSTMENT AS USED TO COMPUTE BA OF THE GCR IN EFFECT ONE QUARTER PRIOR TO THE CURRENTLY EFFECTIVE GCR ( December 1, 2022 )	\$	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	\$	<u>0.00</u>
BALANCE ADJUSTMENT FOR THE BA	\$	<u>0.00</u>
TOTAL BALANCE ADJUSTMENT AMOUNT TO BE INCLUDED WITH CURRENT AA ON SCHEDULE III	\$	<u><u>73,501.52</u></u>

BA

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**2/8/2024 3:41:38 PM**

**in**

**Case No(s). 89-8002-GA-TRF, 24-0218-GA-GCR**

Summary: Report Duke Energy Ohio GCR March 2024 electronically filed by Mrs.  
Julie A. Lee on behalf of Duke Energy Ohio and Whisman, Julie and Lee, Julie Ann  
Mrs..