

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED May 29, 2020

1. Provide the history of Columbia Kentucky's service from Central Kentucky Transmission (Central KY), the details of the current service provided by Central KY and of the pending abandonment of capacity rights, and describe what level of service, if any, will be provided to Columbia Kentucky by Central KY in the future. The explanation should include why any abandonment of service from Central KY is favorable to Columbia Kentucky's customers.

Response:

Central KY was initially formed for the purpose of acquiring a 25% undivided, non-working interest ownership in certain assets associated with Columbia Gas Transmission, LLC's ("TCO") Line KA-1 north pipeline originating at the interconnection of KA-1 north and Columbia Gulf Transmission, LLC to Columbia Kentucky's ("Columbia") Paul Miller point of receipt. Central KY began service on June 1, 2006, provides firm transportation service and has a total capacity level of 28,000 Dth/day.

Columbia contracts for 100% of Central KY's capacity. Upon approval by the Federal Energy Regulatory Commission's approval of Central KY's request for abandonment of service Central KY will no longer provide service to Columbia nor any other entity.

Central KY was initially formed as a means for Columbia to more directly access, at the time, lower-priced natural gas supplies originating in the United States Gulf Coast region. Since Central KY began providing service to Columbia, the primary source of natural gas supplies utilized by Columbia has changed from the Gulf Coast region to natural gas supplies originating from shale formations in the Appalachian Basin. These shale supplies from the Appalachian Basin are lower priced than Gulf Coast sourced supplies. Consequently, the combination of Gulf Coast supply costs, Columbia Gulf transportation costs, and Central KY transportation costs are greater than the alternative of Appalachian Basin sourced supply costs and TCO transportation costs. Therefore, the abandonment of service from Central KY will result in lower gas costs for Columbia's customers.

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2. Provide a copy of the most recently updated contract between Columbia Kentucky and Columbia Gas Transmission Corporation (TCO). Further, explain in detail all modifications between the prior contract and the new contract, and be sure to discuss whether the contract price is higher or lower under the new contract, and how the modifications benefit Columbia Kentucky's customers.

Response:

Please find attached Columbia's updated Firm Storage Service ("FSS") agreement as Attachment A and Columbia's updated Storage Service Transportation ("SST") agreement as Attachment B¹. Changes between the prior and new agreements include a reduction in the FSS Maximum Daily Storage Quantity ("MDSQ") of 11,000 Dth/day, reduction in FSS Storage Contract Quantity ("SCQ") of 561,061 Dth, and reduction in the SST Transportation Demand ("TD") of 11,000 Dth/day. Additionally, changes to Maximum Daily Delivery Obligations ("MDDO") and Daily Delivery Quantities

¹ Columbia Kentucky's FSS and SST agreements were approved internally and executed online.

("DDQ") in the SST agreement were made to align TCO's city gate delivery obligations with the reduced TD.

The demand charges under the FSS and SST agreements remain consistent between the current and previous agreements.

These modifications benefit Columbia's customers by reducing overall capacity costs by approximately \$806,000 a year

Service Agreement No. 80171
Revision No. 2

FSS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of March, 2020, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and COLUMBIA GAS OF KENTUCKY, 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, 2020, and shall continue in full force and effect until March 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 Columbia Gas of Kentucky, Inc., 200 Civic Center Drive, P. O. Box 117, Columbus, OH 43216 0117, Attention: Columbia Gas Of Kentucky, Inc, 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. 80171, Revision No. 1.

COLUMBIA GAS OF KENTUCKY, INC.

By Lynn Burke
Title Analyst
Date March 26, 2020

COLUMBIA GAS TRANSMISSION, LLC

By Kay Dennison
Title Director
Date November 13, 2019

Revision No. 2

Appendix A to Service Agreement No. 80171
 Under Rate Schedule FSS
 between Columbia Gas Transmission, LLC ("Transporter")
 and Columbia Gas of Kentucky, Inc. ("Shipper")

<u>Begin Date</u>	<u>End Date</u>	<u>Storage Contract Quantity (Dth)</u>	<u>Maximum Daily Storage Quantity (Dth/day)</u>
April 1, 2020	March 31, 2025	10,703,880	209,880

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.

COLUMBIA GAS OF KENTUCKY, INC.

By Lynn Burke
 Title Analyst
 Date March 26, 2020

COLUMBIA GAS TRANSMISSION, LLC

By Kay Dennison
 Title Director
 Date November 13, 2019

Service Agreement No. 80160

Revision No. 8

SST SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of March, 2020, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and COLUMBIA GAS OF KENTUCKY, 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, 2020, and shall continue in full force and effect until March 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 Columbia Gas of Kentucky, Inc., 290 W. Nationwide Blvd., Columbus, OH 43215, Attention: Dan Grieshop, 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. 80160, Revision No. 7.

COLUMBIA GAS OF KENTUCKY, INC.

By Lynn Burke
Title Analyst
Date March 26, 2020

COLUMBIA GAS TRANSMISSION, LLC

By Carol Wehlmann
Title Manager
Date November 13, 2019

Revision No. 8

Appendix A to Service Agreement No. 80160
 Under Rate Schedule SST
 between Columbia Gas Transmission, LLC ("Transporter")
 and Columbia Gas of Kentucky, Inc. ("Shipper").

Transportation Demand

<u>Begin Date</u>	<u>End Date</u>	<u>Transportation Demand Dth/day</u>	<u>Recurrence Interval</u>
04/01/2020	03/31/2025	209,880	10/1 - 3/31
04/01/2020	03/31/2025	104,940	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>
04/01/2020	03/31/2025	STOR	RP Storage Point TCO	209,880	10/1 - 3/31
04/01/2020	03/31/2025	STOR	RP Storage Point TCO	104,940	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>
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	400143	CKY PAY GAS CONSUMER	134	134		10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	400147	CKY PAY GAS CONSUMER	83	83		10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	801584	ASHLAND OIL REF.	15,073	1,043	200	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>
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803264	FULLERTON DP	1,071	888	100	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803423	FLATWOODS	274	274	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803759	DUPONT	335		200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803773	CKY ASHLAND 8TH STREE	7,726	4,666	50	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803848	MARKWEST HYDROCARB	788	49	100	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804193	CALGON	3,143	1,627	50	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804313	WURLAND D.P. (EM)	3,719	2,719	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804319	WESTWOOD	1,615	1,615	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804324	ASH.-BUCKLY RD.	485	257	50	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804329	GREENUP-UPPER RIGGS	77	30	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804345	GREENUP-LOWER RIGGS	251	198	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804373	GREENUP-UPPER RIGGS	71	71	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804374	GREENUP-CENTER RIGGS	62	62	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804375	FLATWOODS	139	133	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804379	RACELAND-POPLAR HGTS	83	39	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804423	GREENUP CENTER	145	103	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804711	ASH-FRIENDSHIP RD.	777	405	50	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804949	INTERNATIONAL NICKEL	2,020	272	50	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805174	CANNONSBURG	343	343	40	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805609	SUMMIT CITY	354	335	50	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805633	BELHAVEN	212	212	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805676	HILLCREST APTS.	137	57	50	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805815	BRUCE APTS.	36	34	50	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	814791	AMETEK CORP.	37	16	200	10/1 - 3/31
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	838145	Marathon Line U	2,000		260	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>
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	400143	CKY PAY GAS CONSUMER	67	67		4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	400147	CKY PAY GAS CONSUMER	42	42		4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	801584	ASHLAND OIL REF.	7,537	522	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803264	FULLERTON DP	536	444	100	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803423	FLATWOODS	137	137	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803759	DUPONT	168		200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803773	CKY ASHLAND 8TH STREE	3,863	2,333	50	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	803848	MARKWEST HYDROCARB	394	25	100	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804193	CALGON	1,572	814	50	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804313	WURLAND D.P. (EM)	1,860	1,360	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804319	WESTWOOD	808	808	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804324	ASH.-BUCKLY RD.	243	129	50	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804329	GREENUP-UPPER RIGGS	39	15	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804345	GREENUP-LOWER RIGGS	126	99	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804373	GREENUP-UPPER RIGGS	36	36	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804374	GREENUP-CENTER RIGGS	31	31	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804375	FLATWOODS	70	67	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804379	RACELAND-POPLAR HGTS	42	20	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804423	GREENUP CENTER	73	52	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804711	ASH-FRIENDSHIP RD.	389	203	50	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	804949	INTERNATIONAL NICKEL	1,010	136	50	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805174	CANNONSBURG	172	172	40	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805609	SUMMIT CITY	177	168	50	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805633	BELHAVEN	106	106	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805676	HILLCREST APTS.	69	29	50	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>
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	805815	BRUCE APTS.	18	17	50	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	814791	AMETEK CORP.	19	8	200	4/1 - 9/30
04/01/2020	03/31/2025	17-15	COL GAS OF KY 03-15	838145	Marathon Line U	1,000		260	4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400137	CKY PAY GAS CONSUMER	140	140		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400139	CKY PAY GAS CONSUMER	157	157		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400149	CKY PAY GAS CONSUMER	216	216		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400151	CKY PAY GAS CONSUMER	43	43		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400153	CKY PAY GAS CONSUMER	66	66		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400155	CKY PAY GAS CONSUMER	24	24		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803769	LOUISA POD	699	699		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803770	LOUISA	113	112		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803771	HAROLD-LAYNESVILLE	112	112		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803772	HAROLD-LAYNESVILLE	493	493		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803775	LOUISA POD	1,171	1,000		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803782	LANCER	237	237		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804127	CANEY CK. COMMUNITY	132	131		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804517	BRANDY KEG CK.	21	12		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804767	MARTIN GAS CO.	47	32		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804779	KNOTT CO. BD. OF EDUC.	29	29		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804954	MIKE LITTLE GAS CO.	132	122	50	10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	805682	AMERICAN STANDARD	213	68		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	805686	PIPPA PASSES	12	11		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	814637	ALICE LLOYD COLLEGE	54	45		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	817722	GREEN MEADOWS D.P.	70	70		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	820005	EAST KENTUCKY PAVING	796			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>
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	823289	SOUTH WILLIAMSON D.P.	643	519		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	828673	Martin Housing Authority	36	33		10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	846041	BIG SANDY ASPHALT	0			10/1 - 3/31
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400137	CKY PAY GAS CONSUMER	70	70		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400139	CKY PAY GAS CONSUMER	79	79		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400149	CKY PAY GAS CONSUMER	108	108		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400151	CKY PAY GAS CONSUMER	22	22		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400153	CKY PAY GAS CONSUMER	33	33		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	400155	CKY PAY GAS CONSUMER	12	12		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803769	LOUISA POD	350	350		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803770	LOUISA	57	56		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803771	HAROLD-LAYNESVILLE	56	56		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803772	HAROLD-LAYNESVILLE	247	247		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803775	LOUISA POD	586	500		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	803782	LANCER	119	119		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804127	CANEY CK. COMMUNITY	66	66		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804517	BRANDY KEG CK.	11	6		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804767	MARTIN GAS CO.	24	16		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804779	KNOTT CO. BD. OF EDUC.	15	15		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	804954	MIKE LITTLE GAS CO.	66	61	50	4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	805682	AMERICAN STANDARD	107	34		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	805686	PIPPA PASSES	6	6		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	814637	ALICE LLOYD COLLEGE	27	23		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	817722	GREEN MEADOWS D.P.	35	35		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	820005	EAST KENTUCKY PAVING	398			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>
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	823289	SOUTH WILLIAMSON D.P.	322	260		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	828673	Martin Housing Authority	18	17		4/1 - 9/30
04/01/2020	03/31/2025	17-16	COL GAS OF KY 03-16	846041	BIG SANDY ASPHALT	0			4/1 - 9/30
04/01/2020	03/31/2025	17-18	COL GAS OF KY 03-18	420043	INEZ-WALLBRIDGE KY PA	4	4		10/1 - 3/31
04/01/2020	03/31/2025	17-18	COL GAS OF KY 03-18	420043	INEZ-WALLBRIDGE KY PA	2	2		4/1 - 9/30
04/01/2020	03/31/2025	18-10	COL GAS OF KY 06-10	400157	CKY PAY GAS CONSUMER	486	486		10/1 - 3/31
04/01/2020	03/31/2025	18-10	COL GAS OF KY 06-10	803618	FOSTER D P	58	58	50	10/1 - 3/31
04/01/2020	03/31/2025	18-10	COL GAS OF KY 06-10	805258	CKY-STEPSTONE	3,511	3,000	200	10/1 - 3/31
04/01/2020	03/31/2025	18-10	COL GAS OF KY 06-10	829541	LAKE CARNICO	59,129	43,979	500	10/1 - 3/31
04/01/2020	03/31/2025	18-10	COL GAS OF KY 06-10	400157	CKY PAY GAS CONSUMER	243	243		4/1 - 9/30
04/01/2020	03/31/2025	18-10	COL GAS OF KY 06-10	803618	FOSTER D P	29	29	50	4/1 - 9/30
04/01/2020	03/31/2025	18-10	COL GAS OF KY 06-10	805258	CKY-STEPSTONE	1,756	1,500	200	4/1 - 9/30
04/01/2020	03/31/2025	18-10	COL GAS OF KY 06-10	829541	LAKE CARNICO	29,565	21,990	500	4/1 - 9/30
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	803523	MAYSVILLE D.P.	6,513	6,018	150	10/1 - 3/31
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	803585	WASHINGTON -HIGHLAND	89	89	150	10/1 - 3/31
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	804451	WASHINGTON - MAIN TAP	1,700	1,700	150	10/1 - 3/31
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	804940	MAYSVILLE EAST TAP	53	51	150	10/1 - 3/31
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	805158	GERMANTOWN	276	275	150	10/1 - 3/31
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	834119	MAYSVILLE MATERIALS	825		150	10/1 - 3/31
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	834288	MAYSVILLE INDUSTRIAL	400	200	200	10/1 - 3/31
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	803523	MAYSVILLE D.P.	3,257	3,009	150	4/1 - 9/30
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	803585	WASHINGTON -HIGHLAND	45	45	150	4/1 - 9/30
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	804451	WASHINGTON - MAIN TAP	850	850	150	4/1 - 9/30
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	804940	MAYSVILLE EAST TAP	27	26	150	4/1 - 9/30
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	805158	GERMANTOWN	138	138	150	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>
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	834119	MAYSVILLE MATERIALS	413		150	4/1 - 9/30
04/01/2020	03/31/2025	18-11	COL GAS OF KY 06-11	834288	MAYSVILLE INDUSTRIAL	200	100	200	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	400169	CKY PAY GAS CONSUMER	188	188		10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	400173	CKY PAY GAS CONSUMER	462	462		10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	803537	PHILIPS LIGHTING COMPA	197	179	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	803599	MT. STERLING D.P.	4,208	4,200	400	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	803600	CKY WINCHESTER	7,251	6,823	350	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	803602	PARIS CYNTHIANA	12,008	6,970	275	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	804399	BYBEE POTTERY	27	14	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805233	CIRCUIT COURT	1,069	984	200	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805460	WINCHESTER RT. 89	5,739	4,371	200	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805544	WACO -BYBEE	261	261	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805546	AVON-CLINTONVILLE	407	407	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805776	ATHENS	132	131	250	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805968	YEISER, INC...	62	60	200	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817712	HILLCREST SUBDIVISION	136	136	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817714	YORKTOWN MOBILE HOM	53	51	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817715	KERRS MOBILE HOME PA	24	24	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817716	WAYLAND AVE. D.P.	46	46	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817717	JUDIANA & ROCKWELL	210	127	200	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817718	BOONE VILLAGE	72	72	250	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817719	COUNTRY CLUB HTS.	47	47	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817721	UNION CITY D.P.	54	54	150	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	820375	LEXINGTON	87,255	83,913	250	10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	823283	WINCHESTER FARMS DAI	2,000	1,300	200	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>
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	832885	SOUTHERN HILLS SUBDIV	0			10/1 - 3/31
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	400169	CKY PAY GAS CONSUMER	94	94		4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	400173	CKY PAY GAS CONSUMER	231	231		4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	803537	PHILIPS LIGHTING COMPA	99	90	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	803599	MT. STERLING D.P.	2,104	2,100	400	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	803600	CKY WINCHESTER	3,626	3,412	350	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	803602	PARIS CYNTHIANA	6,004	3,485	275	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	804399	BYBEE POTTERY	14	7	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805233	CIRCUIT COURT	535	492	200	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805460	WINCHESTER RT. 89	2,870	2,186	200	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805544	WACO -BYBEE	131	131	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805546	AVON-CLINTONVILLE	204	204	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805776	ATHENS	66	66	250	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	805968	YEISER, INC...	31	30	200	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817712	HILLCREST SUBDIVISION	68	68	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817714	YORKTOWN MOBILE HOM	27	26	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817715	KERRS MOBILE HOME PA	12	12	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817716	WAYLAND AVE. D.P.	23	23	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817717	JUDIANA & ROCKWELL	105	64	200	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817718	BOONE VILLAGE	36	36	250	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817719	COUNTRY CLUB HTS.	24	24	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	817721	UNION CITY D.P.	27	27	150	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	820375	LEXINGTON	43,628	41,957	250	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	823283	WINCHESTER FARMS DAI	1,000	650	200	4/1 - 9/30
04/01/2020	03/31/2025	18-12	COL GAS OF KY 06-12	832885	SOUTHERN HILLS SUBDIV	0			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>
04/01/2020	03/31/2025	18-13	COL GAS OF KY 06-13	400165	CKY PAY GAS CONSUMER	21	21		10/1 - 3/31
04/01/2020	03/31/2025	18-13	COL GAS OF KY 06-13	400167	CKY PAY GAS CONSUMER	50	50		10/1 - 3/31
04/01/2020	03/31/2025	18-13	COL GAS OF KY 06-13	804301	CKY-IRVINE	3,453	3,453	150	10/1 - 3/31
04/01/2020	03/31/2025	18-13	COL GAS OF KY 06-13	817720	WINSTON D.P. LINE	89	89	150	10/1 - 3/31
04/01/2020	03/31/2025	18-13	COL GAS OF KY 06-13	400165	CKY PAY GAS CONSUMER	11	11		4/1 - 9/30
04/01/2020	03/31/2025	18-13	COL GAS OF KY 06-13	400167	CKY PAY GAS CONSUMER	25	25		4/1 - 9/30
04/01/2020	03/31/2025	18-13	COL GAS OF KY 06-13	804301	CKY-IRVINE	1,727	1,727	150	4/1 - 9/30
04/01/2020	03/31/2025	18-13	COL GAS OF KY 06-13	817720	WINSTON D.P. LINE	45	45	150	4/1 - 9/30
04/01/2020	03/31/2025	805095	LEXINGTON MUTH	805095	LEXINGTON MUTH	79,547	65,846	250	10/1 - 3/31
04/01/2020	03/31/2025	805095	LEXINGTON MUTH	805095	LEXINGTON MUTH	39,774	32,923	250	4/1 - 9/30

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

At Measuring Point No. 829541 during the months of November through March of each year - The Minimum Delivery Pressure Obligation is 750 psig whenever the forecasted low temperature used by Transporter's Gas Control for the Lexington, KY area is 20 degrees F or lower. Regardless of the forecasted temperature, if the actual temperature in the Lexington, KY area should fall below 20 degrees F, Transporter will provide, to the extent operationally feasible, a Minimum Delivery Pressure Obligation of 750 psig. If forecasted low temperature for the Lexington, KY area is above 20 degrees F, the Minimum Delivery Pressure Obligation is 600 psig.

At Measuring Point No. 829541 during the months of April through October of each year - The Minimum Delivery Pressure Obligation is 500 psig.

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 for each specified Market Area. The Market Area in which each Measuring Point is located is posted on Transporter's EBB and incorporated herein by reference. 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 and DDQ's set forth above and to any applicable ADQ's set forth below.

Market Area Number / Market Area Name / ADQ

10 - Cincinnati - 47,523

11 - Aberdeen - 8,133

12 - Lexington - 168,475

13 - Manchester - 3,613

ADQ for Market Areas 10-13 - 193,861

15 - Portsmouth - 15,665

16 - Lancer - 4,371

18 - Kentucky Miscellaneous - 4

ADQ for Market Areas 15, 16, and 18 - 16,019

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.

COLUMBIA GAS OF KENTUCKY, INC.

By Lynn Burke
Title Analyst
Date March 26, 2020

COLUMBIA GAS TRANSMISSION, LLC

By Carol Wehlmann
Title Manager
Date November 13, 2019

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

3. State what impact Columbia Kentucky expects the Central KY and TCO contract modifications will have on Transportation Cost Incentive (TCI), Capacity Release, and Off System Sales savings, if any.

Response:

The modification to the Central KY contract will not have any impacts on the TCI; may reduce the Capacity Release levels moderately; and is not expected to have an impact on Off System Sales. Modification to the Storage Service Transportation ("SST") contract would reduce the SST contract's contribution to the TCI in proportion to the percentage of the reduction of 11,000 Dth has on the prior SST contract level of 220,880 Dth; is not expected to impact Capacity Release significantly; and may have a slight reduction impact to Off System Sales. Modification to the Firm Storage Service ("FSS") contract will not impact the TCI or Capacity Release and may have a slight reduction impact to Off System Sales.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

4. Refer to Columbia Kentucky's response to Commission Staff's First Rehearing Request for Information (Staff's First Rehearing Request), Item 19, in which Columbia Kentucky provided a list of 12 other states that have approved natural gas procurement Performance-Based Rate (PBR) mechanisms. Provide additional information for each utility by state, indicating whether the approved PBR mechanisms have any dollar or percentage caps on the utility's sharing portion. To the extent such caps exist, explain how incorporating those into a PBR could provide a reasonable limit to utility sharing of gas cost savings, and still provide an incentive to reduce gas cost consistent with security of supply.

Response: The requested additional research that Columbia was able to obtain is provided on Attachment A. Columbia is unable to accurately ascertain the specific details of the regulatory paradigms and uniquenesses of the regulatory constructs of other states and individual utilities, and cannot explain how caps on an incentive could be reasonable. Incorporating dollar or percentage caps on the utility's sharing portion is a disincentive for any utility to take any additional cost risk, once the dollar or percentage cap is

achieved by the utility. Columbia would of course continue to purchase reliable and the best cost gas supplies possible once a percentage cap was reached.

State	Utility	Cap (% or \$) on the Utility's Sharing Portion	PBR Mechanism	Source
California	San Diego Gas & Electric	Company's share of savings capped at the lesser of 1.5% of the gas benchmark cost or \$6 million	<p>Gas Procurement Performance-Based Ratemaking – If actual purchased gas costs are less than the benchmark costs on an annual basis, savings are shared by allocating to customers all of the savings up to 1% of the benchmark gas cost plus 75% of all additional savings.</p> <p>If actual purchased gas costs are greater than the deadband costs, which is determined by recalculating the benchmark using 102% of the benchmark gas cost, excess costs are shared 50/50.</p>	Tariff: CAL P.U.C. 16634-G
	Southern California	Company's share of costs or savings cannot exceed 1.5% of actual annual commodity costs	<p>Gas Cost Incentive Mechanism – If actual total purchased gas costs are less than the annual benchmark, the difference contributes a savings incentive to be shared between customers and shareholders: savings up to 1% of benchmark go 100% to customers; savings from 1% to 5% of benchmark shared 75% customers/25% Company, and savings above 5% of benchmark shared 90% Customer/10% Company.</p> <p>If actual total purchased gas costs are above the benchmark plus the upper tolerance band of 2%, then the difference constitutes a cost penalty, and the portion over this amount will be shared 50/50 between shareholders and customers.</p>	Tariff: CAL P.U.C. Sheet No. 57368-G
	Pacific Gas & Electric	Company's share of costs or savings cannot exceed 1.5% of actual annual commodity costs	<p>Core Procurement Incentive Mechanism – There is no risk or sharing within a tolerance band of the benchmark. If actual costs fall below the tolerance band, the savings are shared 80% customers/20% Company.</p> <p>Costs above the tolerance band are shared 50/50.</p>	

	Southwest Gas	Company's share of costs or savings cannot exceed 1.5% of actual annual commodity costs	<p>Gas Cost Incentive Mechanism - There is no risk or sharing within a tolerance band of the benchmark; savings below the tolerance band shared 75% customers/25% Company</p> <p>Costs above the tolerance band shared 50/50.</p>	Tariff: CAL P.U.C. Sheet No. 36
Iowa	MidAmerican	\$500,000 (Last approved for rates in effect March 2017 – February 2018)	<p>Under the Incentive Gas Supply Procurement Plan, MidAmerican earns a reward or incurs a penalty when its total cost of gas procurement is lesser or greater than benchmark costs. There's a cap of \$500,000 annually on sharing when costs are at least 0.25% less than the reference price (Docket No. SPU-2010-0002, January 26, 2017). Any reward or penalty is reflected in MidAmerican's monthly purchased gas cost filing.</p> <p>MidAmerican's IGSP was approved to be implemented to through its purchased gas adjustment filings for March 2017 through February 2018 for the period of November 2015 through October 2016.</p>	Docket No. SPU-2010-0002, Issued on January 26, 2017
Maryland	Washington Gas	None	<p>In Order No. 89226 pursuant to Case No. 9618 the Maryland Public Service Commission expressed its interest in implementing performance-based ratemaking stating that, "PBRs can strike a balance between imposing additional obligations on the utilities that meet State policy goals and obtaining measurable benefits and providing value to customers."</p> <p>While no Maryland gas utility currently operates a PBR mechanism it would appear that the Commission is open to</p>	

			authorizing them in the near future. Washington Gas sought approval to implement a PBR plan all the way back in 2007 in Case No. 9104.	
Missouri	Spire Missouri	Spire West Spire – Annual cap of \$3 million *Laclede Gas Company (now Spire)	<p>Gas Cost Incentive Mechanism - The Company and its Firm Sales customers shall share the Off-System Sales margins and Capacity Release Revenues realized by the Company. Firm Sales customers shall retain 75% of the annual off system sales margins and capacity release revenues and the Company shall retain 25% of such margins. The Company will record in an Incentive Revenue (“IR”) Account that portion of revenue retained by the Company according to the sharing percentages.</p> <p>Gas Supply Incentive Plan - Actual average gas price (commodity-only) must be below benchmark price and fall within certain price tiers for savings to be created; Losses 100% customers; off-system sales and capacity release revenues shared 75% customer/25% company</p> <p>“Gas Supply Incentive Plan” - The extension of this program was denied in GT-2001-329. In fiscal years 1997 – 2000, GSIP earnings comprise 14% to 22.9% of total net income after taxes.</p>	<p>P.S.C. MO No. 8 SHEET No. 11.12</p> <p>From LG&E response to DR 1-18 in Case No. 2019-00437</p> <p>*Laclede Gas Company’s GSIP extension denied – PSC Reports Vol 10 MPSC 3d Feb 1 2001 – Nov 30 2001.</p>

<p>New Jersey</p>	<p>New Jersey Natural Gas</p>	<p>None (per Tariff)</p> <p>Conservation Incentive Program: ROE can't exceed authorized 9.6%</p>	<p>Filed pursuant to Order of the Board of Public Utilities entered in Docket No. GR19030420</p> <p>Basic Gas Supply Service - Rider "A": (Did not find any language for an incentive in gas procurement.)</p> <p>Conservation Incentive Program – Rider "I": 4. In addition, the CIP shall not operate to permit the Company to recover any portion of a deficiency that will cause the Company to earn in excess of a 9.60% return on common equity for the Annual Period; any portion which is not recovered shall not be deferred. For purposes of this section, the Company's rate of return on common equity shall be calculated by dividing the Company's regulated jurisdictional net income for the Annual Period by the Company's average 13-month common equity balance for such Annual Period, all as reflected in the Company's monthly reports to the Board of Public Utilities. The Company's regulated jurisdictional net income shall be calculated by subtracting from total net income (1) other income, net of associated taxes, (2) margins retained from Off-System Sales and Capacity release, net of associated taxes, (3) margins retained from the Storage Incentive Program, net of associated taxes, and (4) margins retained from the energy efficiency programs of Rider "F", net of associated taxes. The Company's average thirteen-month common equity balance for any Annual Period shall be the Company's average total common equity less the Company's average common equity investment in unregulated subsidiaries. 5. The amount to be surcharged or credited shall equal the eligible aggregate deficiency or excess for all months during the Annual Period determined in accordance with the provisions herein, divided by the Forecast Annual Usage for the Customer Class Group.</p>	<p>B.P.U. No. 10-Gas Original Sheet No. 151</p> <p>B.P.U. No. 10-Gas Original Sheet No. 182</p>
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New York	New York State Electric & Gas	None (per Tariff)	Gas Cost Incentive Mechanism (GCIM) providing 100% of saving attributable to migration capacity release shall be for the benefit of the customers. An 85%/15% sharing between customers and shareholders for non-migration capacity release and off-system sales net of gas cost. There also shall be an 80%/20% sharing between customers and shareholders of savings from local production.	Tariff: Leaf 90.4, Revision 6
Oklahoma	CenterPoint	100 basis point ROE dead-band	Performance Based Rate Change (PBRC) Plan that allows the company to within 50 basis points either way of allowed ROE of 10.0%. Therefore, if earnings are within 9.5% and 10.5%, no rate change is necessary. If earnings are below 9.5%, the company may request a rate increase, if above 10.5%, the company must credit/share the overearnings.	Tariff: Seventh Revised Sheet No. 3-5
	Oklahoma Natural Gas Company	100 basis point ROE dead-band with minimum adjusting amount of \$200K	Performance Based Rate Change (PBRC) Plan that allows the company to within 50 basis points either way of allowed ROE of 9.5%. Therefore, if earnings are within 9.0% and 10.0%, no rate change is necessary. If earnings are below 9.0%, the company may request a rate increase, if above 10.0%, the company must credit/share the overearnings.	Tariff: 3rd Revised Tariff 1201
Pennsylvania	UGI	None (per Tariff)	“Revenue Sharing Allocation” for Effective December 1, 2012, through November 30, 2021 the sum of the revenues derived from all Off-System Sales, Exchanges of Natural Gas, Capacity Release on interstate pipelines and Storage Asset Management, will be allocated 75% to the retail customers served and 25% to the Company. The amount retained by the Company will be an incentive to pursue additional sales and will be treated below the line for ratemaking purposes. For purposes of calculating this margin, the cost of gas will be equal to the monthly average	Tariff: PA PUC No. 7, Original Page No. 51, Section 1307(F)

			commodity cost of gas plus variable transportation costs to deliver the gas to the off-system customer. The monthly average commodity cost of gas shall be defined as the monthly average commodity cost of gas purchases for all supplies scheduled at the beginning of the month; provided, however, that if an additional unscheduled purchase is made during the month specifically for an off-system sale, such purchase shall be considered to be the gas used to make the off-system sale and the commodity cost of such purchase will be assigned to off-system sales up to the volume of the purchase.	
Tennessee	Chattanooga Gas (Southern)	None (per Tariff)	<p>Each month, Chattanooga Gas Company (Company / Chattanooga) will compare its actual commodity cost of gas to the appropriate benchmark gas cost amount. The benchmark gas cost amount will be computed by multiplying actual quantities purchased during the month, by the applicable benchmark price. All purchases shall be included in the actual commodity cost and benchmark gas cost calculations, including quantities purchased for injection into storage; however, supply purchased at the NORA receipt point with a term of one month or greater and supply purchased at the citygate, shall be excluded from these calculations and reported separately from, but in conjunction with the Company's annual PBRM filing.</p> <p><u>PRUDENCE DETERMINATION</u></p> <p>If Chattanooga's total commodity gas cost for the plan year does not exceed the total benchmark amount by one percentage point (1%) for a plan year ending after June 30, 2000, Chattanooga's gas cost will be deemed prudent and the audit required by Tennessee Public Utility Commission's Administrative Rule 1220-4-7-. 05 is waived. If during any month of the plan year, the Company's commodity gas cost</p>	Tariff: TPUC No. 1, Second Revised No. 56

			exceeds the benchmark amount by greater than two percentage points (2%), the Company shall file a report with the Commission fully explaining why the cost exceeded the benchmark.	
	Piedmont Natural Gas	A cap on overall incentive gains or losses of \$1.6 million annually.	The “Performance Incentive Plan” establishes a predefined benchmark index to which the Company's commodity cost of gas is compared. It also addresses the recovery of gas supply reservation fees and the treatment of off-system sales and wholesale interstate sale for resale transactions. The net incentive benefits or costs will be shared between the Company's customers and the Company on a 75%-customers / 25%- stockholders basis for the Plan Year commencing on July 1, 2006. *The Company is subject to a cap on overall incentive gains or losses of \$1.6 million annually.	Tariff: TRA Service Schedule 316, Fourth Revised, Page 1 - 7
Virginia	Virginia Natural Gas	None (per Tariff)	Margin Sharing Adjustment - (AMSC Rate Component & AMSRC Rate Reconciliation Component) - Each year calculate the revenues VNG derived during the 12 months ending May from Interruptible Delivery Service and Optional Gas Supply Service. Revenues derived from these Rate Schedules shall be reduced by 1) the gas costs attributable to sales and delivery services calculated under Section C. I. d.ii. and 2) any revenues derived from these Rate Schedules that are credited pursuant to Rate Schedule PT-1, to determine the annual gross margin. Subtract from the annual gross margin the Rate Schedules 9 and 10 target margin of \$2,089,431. If the resulting amount is greater than zero, multiply the amount by 0.9 to determine the annual amount to be credited to customers served under Firm Gas Sales Service. (90% Customer – 10% Company Share).	Tariff: Section XX: Quarterly Billing Adjustments For Firm Gas Sales Service Rate Schedule (Section E)
	Washington Gas	ROE can't exceed 10.5%	Earnings Sharing Mechanism (Part of the Performance Based Rate Plan) - The historical Return on Equity (ROE) will be	Tariff: General Service Provisions

		ROE can't exceed 10.0%	<p>compared to a 10.5% ROE and any earnings that exceed a 10.5% ROE will be shared with customers as a credit on the monthly bill. The amount credited to customers will be 75% of the incremental earnings above the 10.5% ROE.</p> <p>Performance Based Rate Recovery - The Company will be allowed to recover a charge for the actual Virginia-jurisdictional amount of the non-BTU component of hexane costs during the PBR period in excess of \$400,000 up to an earned return of equity of 10%, based on the earnings test results accepted by the Commission for the relevant PBR Plan period. The amount charged to customers will be limited to the actual amount of the non-BTU component of hexane costs in excess of \$400,000 required for the Company to achieve an ROE of 10% during the PBR period of the Company's PBR Plan.</p>	<p>Section 29; Va S.C.C. No 9; First Revised Page 95 and 96</p> <p>Tariff: General Service Provisions Section 33; Va S.C.C. No. 9; Fifth Revised Page 100 and 101</p>
Wisconsin	Alliant Energy	<p>None (per Tariff)</p> <p>*Could not find a PBR mechanism within its gas procurement.</p>	<p>Benchmark Commodity Price - The calculation of the Benchmark Commodity Rate will be based on the forecast sales and delivery point and storage weightings for the gas year as contained in the Company's Annual Gas Supply Plan (AGSP). The AGSP shall be filed with the Commission by July first of each year, and the most recent PSCW approved plan shall apply. The calculation of the Benchmark Commodity Price establishes the monthly adjustment to the Commodity Base Cost of Gas that is included as a component of the monthly <i>Gas Supply Market Adjustment</i>. The <i>Gas Supply Market Adjustment</i> as shown on Sheet No. 21.10 includes the difference between the monthly calculated pipeline and benchmark commodity prices and the Base Cost of Gas rates and applicable balancing account amortizations</p>	<p>Tariff: Volume III, 9th revision Sheet No. 21.01 Amendment 721, Schedule GCRM-1.1</p>

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

5. Provide a copy of Columbia Kentucky's most up to date PBR information as filed in Case No. 2020-00143, Columbia Kentucky's Application for Purchased Gas Adjustment, Schedule 6.¹

Response:

COLUMBIA GAS OF KENTUCKY, INC.										
CALCULATION OF PERFORMANCE BASED RATE ADJUSTMENT										
To Be Effective Billing Unit 1 June 2021										
	Estimate			Reversal	Actual					
	Gas Cost	Transp. Cost	OSS		Gas Cost	Transp. Cost	OSS			
Feb-20	-	-	-	-	0.26	47.77	21.77	69.80	**True-Up to Actual	
Mar-20	-	-	-	-	(75.46)	(14.79)	(2.97)	(93.22)	**True-Up to Actual	
Apr-20	22,985.79	-	13,919.74	-	-	-	-	36,905.53	* Estimate	
May-20	(2,354.22)	-	10,678.06	-	-	-	-	8,323.84	* Estimate	
Jun-20	-	-	-	-	-	-	-	-		
Jul-20	-	-	-	-	-	-	-	-		
Aug-20	-	-	-	-	-	-	-	-		
Sep-20	-	-	-	-	-	-	-	-		
Oct-20	-	-	-	-	-	-	-	-		
Nov-20	-	-	-	-	-	-	-	-		
Dec-20	-	-	-	-	-	-	-	-		
Jan-21	-	-	-	-	-	-	-	-		
Feb-21	-	-	-	-	-	-	-	-		
Mar-21	-	-	-	-	-	-	-	-		
					Total	20,556.37	32.98	24,616.60	45,205.95	

¹ Case No. 2020-00143, Electronic Purchased Gas Adjustment Filing of Columbia Gas of Kentucky, Inc. (filed Apr. 29, 2020).

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

6. Refer to Case No. 2020-00143, Performance Based Rate Adjustment, Schedule No.
6. Columbia Kentucky's PBR report covers the months of April 2019 through March 2020, and Columbia Kentucky's prior PBR mechanism was in place for the months of April 2019 through September 2019.

Response:

This question does not call for a response.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

7. The following questions relate to the April 2019 through September 2019 period.
- a. Confirm that Columbia Kentucky reported savings of \$4,065,489, of which \$1,945,908, or 47.86 percent, was retained by Columbia Kentucky.
 - b. Confirm that savings greater than 2 percent of gas costs accounted for 93 percent of the retained savings for this period.
 - c. Discuss whether the fact that, under Columbia Kentucky's prior PBR mechanism, Columbia Kentucky's retained savings percentage was almost entirely at the second tier points to a well-designed mechanism, with appropriate benchmarks and sharing percentages.
 - d. Confirm that 8.23 percent of the gas costs that Columbia Kentucky passed on to its customers through the Purchased Gas Adjustment (PGA) were retained savings.
 - e. Discuss whether an 8.23 percent increase in gas costs is a fair result for Columbia Kentucky's customers.

f. Confirm that the retained savings represent 8.96 percent of Columbia Kentucky's actual gas costs for the same period.

g. Discuss whether an 8.96 percent margin on gas costs is a fair compensation for Columbia Kentucky's effort and risk under the PBR.

Response:

a. For the period April 2019- September 2019 the Total Performance Based Results savings was \$4,065,489.31 of which Columbia's share was \$1,945,908.30 (47.86%) and the customer's share was \$2,119,581.01 (52.14%).

b. Columbia is unable to confirm this number.

c. Columbia is not sure of the reference to the fact upon which this question is predicated, but as a general statement, an incentive that produces results at the highest level would be a well-designed incentive.

d. Columbia is unable to confirm this number.

e. Columbia does not agree that the incentive produced an "increase in gas costs". The description of the results of the incentive, no matter the percentage, as an "increase in gas costs" is a blurred characterization and misconstrues the purpose of the incentive. The purpose of the incentive is to provide an opportunity for shared benefits to customers and the company for successfully reducing overall gas cost compared to established

deregulated market and regulated market approved rates, as applicable. Absent the incentive, gas cost rates would have been reasonably greater. The impression of the incentive creating an increase in gas cost in the PGA is simply the mechanics of how the mechanism works. The Expected Gas Cost is calculated in quarterly PGA filings giving the full benefit of anticipated savings to customers. So, customers receive 100% of the anticipated savings in each quarterly filing. The annual PBR adjustment provides the return to the company of the appropriate sharing amount. An alternate procedure for the mechanism would be to calculate the quarterly PGA filings with Expected Gas Cost at the full market or tariff rates. The annual adjustment to the PBR would then be used to return to the customer the appropriate sharing amount. The end result of the preparations would be the same in the overall outcome, but the appearance of the alternate procedure would then exhibit the annual PBR adjustment as a credit in the PGA calculation. The credit could appropriately be described as a savings in gas cost. Columbia is willing to reconsider its methodology in the calculation of its quarterly Expected Gas Cost to alleviate an appearance of an increase in gas costs produced by an incentive.

f. Columbia confirms the calculation of this number.

g. Columbia believes the results of its performance exhibit constant efforts to strive for achievement of the purposes of the incentive. The incentive was well-designed and

Columbia was able to generate savings of 18.72% when the total savings are compared to total actual gas cost. As explained in response to part e, above, customers received 100% of the total savings short-term, and long-term retained more than half of the total savings (52.14%). Columbia believes the savings to customers and the compensation that it received under this incentive to be fair and reasonable for its efforts over both the short and long term.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

8. Refer to Case No. 2020-00143, Performance Based Rate Adjustment, Schedule No. 6. Columbia Kentucky's PBR report covers the months of April 2019 through March 2020, and Columbia Kentucky's current PBR mechanism was in place for the months of November 2019 through March 2020. The following questions relate to the November 2019 through March 2020 period.
- a. Confirm that Columbia Kentucky reported savings of \$428,778, of which \$159,080, or 37.10 percent, was retained by Columbia Kentucky.
 - b. Confirm that savings greater than 2 percent of gas costs accounted for 47 percent of the retained savings for this period.
 - c. Discuss whether the fact that, under Columbia Kentucky's current PBR mechanism, Columbia Kentucky's retained savings percentage was almost evenly split between the tiers points to a well-designed mechanism, with appropriate benchmarks and sharing percentages.

d. Confirm that 1.10 percent of the gas costs that Columbia Kentucky passed on to its customers through the PGA were retained savings.

e. Discuss whether a 1.10 percent increase in gas costs is a fair result for Columbia Kentucky's customers.

f. Confirm that the retained savings represent 1.12 percent of Columbia Kentucky's actual gas costs for the same period.

g. Discuss whether a 1.12 percent margin on gas costs is a fair compensation for Columbia Kentucky's effort and risk under the PBR.

Response:

a. For the period November 2019 - March 2020 the Total Performance Based Results savings was \$428,778 of which Columbia's share was \$159,080 (37.10%) and the customer's share was \$159,079 (62.9%).

b. Columbia is unable to confirm this number.

c. Columbia is not sure of the reference to the fact upon which this question is predicated, but as a general statement, an incentive that produces results at the highest level would be a well-designed incentive.

d. Columbia is unable to confirm.

e. Please see response to Post Hearing Request No. 7 e.

f. Columbia confirms the calculation of this number.

g. Columbia does not believe the design of the PBR as currently authorized is a well-designed incentive because it fails to recognize the reality of the gas procurement process. Specifically, it doesn't recognize the nature of the commodity and pipeline markets and the difference in purchasing procedures. Commodity markets are both long and short term in nature with purchase contracts for a variety of terms – yearly, monthly and daily. Demand contracts are generally long term in nature; although, in today's world, long term may mean 5 years instead of 10-20 years. Thus, the frequency of the opportunity for Columbia to generate gas cost savings varies because of these differences in the procurement process. However, the savings are no less real whether the result of a negotiation that fixed a discount to be in place for an extended period of time, or the result of monthly price negotiation. Columbia does not believe the savings to customers and the compensation that it receives under the current authorized incentive to be fair and reasonable for its efforts over both the short and long term.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

9. Refer to Rehearing Direct Testimony of Michael D. Anderson, page 8, and TCO's tariff, 52 – Capital Cost Recovery Mechanism (CCRM).

a. Confirm that the CCRM does not apply to Columbia Kentucky's Storage Service Transportation (SST) contract.

b. Explain whether Columbia Kentucky's SST contract is a contract for capacity on incrementally-priced projects that is not subject to the CCRM or a discounted contract.

c. Given that TCO must impute billing determinants for discounted contracts when determining the CCRM rate, explain whether the CCRM rate was taken into consideration when Columbia Kentucky negotiated its current TCO contract.

Response:

a. Columbia has negotiated avoidance of the CCRM rider on its SST contract.

Without Columbia's negotiation, the CCRM would otherwise apply to its SST contracts.

b. Columbia's SST contract is not a contract for an incrementally-priced project.

- c. Speaking for Columbia only, it did not include the CCRM as part of the SST costs in determining the lowest best cost option to serve its customers. Columbia cannot speak as to how TCO viewed the CCRM in relation to the negotiation of its current rate.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

10. Refer to the Rehearing Direct Testimony of Judy M. Cooper (Cooper Testimony), pages 9–10.

a. Explain in detail why the percentage increase used in calculating the alternative benchmark is based on the difference between the 2014 Base SST rate and the 2019 Total FERC Approved rate.

b. Explain in detail why Columbia Kentucky did not calculate the grossup factor based on either the increase in the Base SST rate or the increase in the Total FERC Approved rate.

c. Although page 10 of the testimony states that Step 1 of the calculation is intended to "Calculate the difference in the FERC approved Columbia Transmission tariff rate when the PBR was first approved compared to the current FERC approved Columbia Transmission tariff rate," the PBR was not approved until April 2015. Explain why the 2014 Base SST rate was used in the calculation instead of the April 2015 rate, and provide Columbia Kentucky's alternative benchmark calculation using the April 2015 rate as the starting point.

d. Provide alternative benchmark calculations showing the New Columbia Transmission Benchmark based upon the increase in the Base SST rate from 2014 to 2019 and from April 2015 to 2019.

e. Provide alternative benchmark calculations showing the New Columbia Transmission Benchmark based upon the increase in the Total FERC Approved TCO SST rate from 2014 to 2019 and from April 2015 to 2019.

f. During the cross-examination of witness Anderson, he suggested that specific surcharges could be removed from the Total FERC Approved TCO SST rate in order to calculate a benchmark that was not predicated on the Base SST rate as the starting point and the Total FERC Approved TCO SST rate as the end point. Provide all reasonable alternative calculations for the alternative benchmark rate, with a discussion as to the relative merits of each. The discussion should include the alternative calculations required in parts c through e above.

g. Provide the Pre-sharing TCI Value Tied to SST, assuming each of the alternative benchmark calculations required by c through f above, for the months November 2019 through the most current month possible.

Response:

- a. Columbia used the base rate from January 2014 as it most closely represented the equivalent rate comparable to the rate negotiated by Columbia at the time the PBR was approved by the Commission. It utilized the total FERC approved rate in 2019 as a recognition of the value the rate negotiated by Columbia provided its customers.
- b. Please see response to part a.
- c. Please see response to part a. Additionally, February 1, 2014 was the initiation date of Columbia Transmission's CCRM surcharge which Columbia believes it has delivered value to its customers through avoiding in its negotiated rate. Columbia's revised Benchmark calculation utilizing the April 2015 base SST rate is calculated below.

Step 1 – Calculate the difference in the FERC approved Columbia Transmission tariff rate when the PBR was first approved compared to the current FERC approved Columbia Transmission tariff rate:

2015 Applicable Tariffed Pipeline Demand Rate per Dth -	\$4.774
2019 Applicable Tariffed Pipeline Demand Rate per Dth -	<u>\$6.612</u>
Increase per Dth	\$1.838

Step 2 – Calculate the percentage change:

Percentage Increase $\$1.838/\$4.774 = 0.3850$ or 38.5% increase

New Columbia Transmission Benchmark $\$4.1850 * 1.385 = \5.796

- d. The base SST rate for January 2014 was \$4.831 per Dth and for April 2015 was \$4.774 per Dth. The Base SST rate for 2019 was \$5.743 per Dth. Therefore the percentage increase for April 2014 – 2019 is 18.88% and April 2015 – 2019 is 20.30%. The alternate benchmark calculations are:

April 2014 – 2019: $\$4.185 * 1.1888 = \4.975

April 2015 – 2019: $\$4.185 * 1.203 = \5.035

- e. The total SST rate for January 2014 was \$5.352 per Dth and for April 2015 was \$5.961 per Dth. The total SST rate for 2019 was \$6.61200 per Dth. Therefore the percentage increase for April 2014 – 2019 is 22.94% and April 2015 – 2019 is 10.92%. Please note that April 2014 includes the initial CCRM surcharge under Columbia Transmission's Modernization Phase I program which Columbia believes is inappropriate to include in an initial base rate for these calculations. The alternate benchmark calculations are:

April 2014 – 2019: $\$4.185 * 1.2294 = \5.145

April 2015 – 2019: $\$4.185 * 1.1092 = \4.642

- f. The specific surcharge is known as the OTRA surcharge. The OTRA surcharge, which was initiated in 2011, enables Columbia Transmission to recover costs it incurs to ensure that adequate supplies of natural gas are delivered to receipt

points into Columbia Transmission located in northwestern Ohio. Since the OTRA surcharge was not known or contemplated when Columbia first negotiated its SST discount and Columbia's negotiated rate enables it to avoid incurring the OTRA surcharge, Columbia feels it appropriate that it be excluded from either the 2014 SST base rate or the April 2015 base rate. In the calculation requested in part c the revised Columbia Transmission total rate (less OTRA) would be \$6.55 per Dth and the alternate benchmark calculation is:

Step 1 – Calculate the difference in the FERC approved Columbia Transmission tariff rate when the PBR was first approved compared to the current FERC approved Columbia Transmission tariff rate:

2015 Applicable Tariffed Pipeline Demand Rate per Dth -	\$4.774
2019 Applicable Tariffed Pipeline Demand Rate per Dth -	<u>\$6.55</u>
Increase per Dth	\$1.776

Step 2 – Calculate the percentage change:

Percentage Increase $\$1.776/\$4.774 = 0.372$ or 37.2% increase

New Columbia Transmission Benchmark $\$4.1850 * 1.372 = \5.742

The calculations requested in part d would not change.

In the calculations requested in part e, the revised Columbia Transmission total rate (less OTRA) would be \$5.231 per Dth for January 2014, \$5.832 per Dth for April 2015 and \$6.55 per Dth for 2019 and the alternate benchmark calculations are:

January 2014 – 2019:

Step 1 – Calculate the difference in the FERC approved Columbia Transmission tariff rate when the PBR was first approved compared to the current FERC approved Columbia Transmission tariff rate:

2014 Applicable Tariffed Pipeline Demand Rate per Dth -	\$5.231
2019 Applicable Tariffed Pipeline Demand Rate per Dth -	<u>\$6.55</u>
Increase per Dth	\$1.319

Step 2 – Calculate the percentage change:

Percentage Increase	$\$1.319/\$5.231 = 0.252$	or 25.2% increase
New Columbia Transmission Benchmark	$\$4.1850 * 1.252 =$	\$5.240

April 2015 – 2019:

Step 1 – Calculate the difference in the FERC approved Columbia Transmission tariff rate when the PBR was first approved compared to the current FERC approved Columbia Transmission tariff rate:

April 2015 Applicable Tariffed Pipeline Demand Rate per Dth -	\$5.832
2019 Applicable Tariffed Pipeline Demand Rate per Dth -	<u>\$6.55</u>
Increase per Dth	\$0.718

Step 2 – Calculate the percentage change:

Percentage Increase	$\$0.718/\$5.832 = 0.123$	or 12.3% increase
New Columbia Transmission Benchmark	$\$4.1850 * 1.123 =$	\$4.70

As an alternative to the alternate Benchmark rate proposed in the testimony of Columbia witness Cooper and those presented hereinabove, Columbia would propose the base SST rate from April 2015 plus all surcharges except the OTRA and CCRM surcharges. The percentage increase would then be determined by utilizing the total SST rate for April 2019 less the OTRA surcharge. Removing the OTRA surcharge recognizes the OTRA surcharge did not exist when Columbia originally negotiated the SST rate discount. And including the CCRM in the 2019 SST rate recognizes Columbia's efforts in avoiding this surcharge. Thus, the alternative Benchmark rate Columbia would propose would be as follows:

Step 1 – Calculate the difference in the FERC approved Columbia Transmission tariff rate when the PBR was first approved compared to the current FERC approved Columbia Transmission tariff rate:

April 2015 Applicable Tariffed Pipeline Demand Rate per Dth -	\$5.113
2019 Applicable Tariffed Pipeline Demand Rate per Dth -	<u>\$6.55</u>
Increase per Dth	\$1.437

Step 2 – Calculate the percentage change:

Percentage Increase $\$1.437/\$5.113 = 0.281$ or 28.1% increase

New Columbia Transmission Benchmark $\$4.1850 * 1.281 = \5.361

g. Please see Attachment A.

Columbia Gas of Kentucky, Inc.

**KY PSC Case No. 2017-00453
 Commission Staff's Post Hearing Data Request Set 1 No. 10
 Attachment A**

**Proposed TCI calculation
 Alternate Benchmark using April 2015 Base Rate**

Month	Calculated Benchmark *	Contract SST Demand Charge	Difference applied to TCI	SST Contract Volume	Pre-sharing TCI Value Tied to SST
Nov-19	\$ 5.796	\$ 4.185	\$ 1.611	220,880	\$ 355,837.68
Dec-19	\$ 5.796	\$ 4.185	\$ 1.611	220,880	\$ 355,837.68
Jan-20	\$ 5.796	\$ 4.185	\$ 1.611	220,880	\$ 355,837.68
Feb-20	\$ 6.093	\$ 4.185	\$ 1.908	220,880	\$ 421,527.39
Mar-20	\$ 6.093	\$ 4.185	\$ 1.908	220,880	\$ 421,527.39
Apr-20	\$ 6.093	\$ 4.185	\$ 1.908	209,880	\$ 400,534.99
May-20	\$ 6.093	\$ 4.185	\$ 1.908	104,940	\$ 200,267.50

* Columbia Transmission's total SST rate changed 2-1-2020 to \$6.951 per Dth

Columbia Gas of Kentucky, Inc.

**KY PSC Case No. 2017-00453
 Commission Staff's Post Hearing Data Request Set 1 No. 10
 Attachment A**

**Proposed TCI calculation
 Alternate Benchmark using April 2014 Base Rate and April 2019 Base Rate**

Month	Calculated Benchmark *	Contract SST Demand Charge	Difference applied to TCI	SST Contract Volume	Pre-sharing TCI Value Tied to SST
Nov-19	\$ 4.975	\$ 4.185	\$ 0.790	220,880	\$ 174,495.20
Dec-19	\$ 4.975	\$ 4.185	\$ 0.790	220,880	\$ 174,495.20
Jan-20	\$ 4.975	\$ 4.185	\$ 0.790	220,880	\$ 174,495.20
Feb-20	\$ 4.975	\$ 4.185	\$ 0.790	220,880	\$ 174,495.20
Mar-20	\$ 4.975	\$ 4.185	\$ 0.790	220,880	\$ 174,495.20
Apr-20	\$ 4.975	\$ 4.185	\$ 0.790	209,880	\$ 165,805.20
May-20	\$ 4.975	\$ 4.185	\$ 0.790	104,940	\$ 82,902.60

* Columbia Transmission's total SST rate changed 2-1-2020 to \$6.951 per Dth

Columbia Gas of Kentucky, Inc.

**KY PSC Case No. 2017-00453
 Commission Staff's Post Hearing Data Request Set 1 No. 10
 Attachment A**

**Proposed TCI calculation
 Alternate Benchmark using April 2015 Base Rate and April 2019 Base Rate**

Month	Calculated Benchmark *	Contract SST Demand Charge	Difference applied to TCI	SST Contract Volume	Pre-sharing TCI Value Tied to SST
Nov-19	\$ 5.035	\$ 4.185	\$ 0.850	220,880	\$ 187,748.00
Dec-19	\$ 5.035	\$ 4.185	\$ 0.850	220,880	\$ 187,748.00
Jan-20	\$ 5.035	\$ 4.185	\$ 0.850	220,880	\$ 187,748.00
Feb-20	\$ 5.035	\$ 4.185	\$ 0.850	220,880	\$ 187,748.00
Mar-20	\$ 5.035	\$ 4.185	\$ 0.850	220,880	\$ 187,748.00
Apr-20	\$ 5.035	\$ 4.185	\$ 0.850	209,880	\$ 178,398.00
May-20	\$ 5.035	\$ 4.185	\$ 0.850	104,940	\$ 89,199.00

* Columbia Transmission's total SST rate changed 2-1-2020 to \$6.951 per Dth

Columbia Gas of Kentucky, Inc.

**KY PSC Case No. 2017-00453
 Commission Staff's Post Hearing Data Request Set 1 No. 10
 Attachment A**

**Proposed TCI calculation
 Alternate Benchmark using April 2014 total Rate and April 2019 total Rate**

Month	Calculated Benchmark *	Contract SST		Difference applied to TCI	SST Contract Volume	Pre-sharing TCI Value Tied to SST
		Demand Charge				
Nov-19	\$ 5.145	\$ 4.185	\$ 0.960	220,880	\$ 212,044.80	
Dec-19	\$ 5.145	\$ 4.185	\$ 0.960	220,880	\$ 212,044.80	
Jan-20	\$ 5.145	\$ 4.185	\$ 0.960	220,880	\$ 212,044.80	
Feb-20	\$ 5.435	\$ 4.185	\$ 1.250	220,880	\$ 276,100.00	
Mar-20	\$ 5.435	\$ 4.185	\$ 1.250	220,880	\$ 276,100.00	
Apr-20	\$ 5.435	\$ 4.185	\$ 1.250	209,880	\$ 262,350.00	
May-20	\$ 5.435	\$ 4.185	\$ 1.250	104,940	\$ 131,175.00	

* Columbia Transmission's total SST rate changed 2-1-2020 to \$6.951 per Dth

Columbia Gas of Kentucky, Inc.

**KY PSC Case No. 2017-00453
 Commission Staff's Post Hearing Data Request Set 1 No. 10
 Attachment A**

**Proposed TCI calculation
 Alternate Benchmark using April 2015 total Rate (including CCRM) and April 2019 total Rate**

Month	Calculated Benchmark *	Contract SST Demand Charge	Difference applied to TCI	SST Contract Volume	Pre-sharing TCI Value Tied to SST
Nov-19	\$ 4.642	\$ 4.185	\$ 0.457	220,880	\$ 100,942.16
Dec-19	\$ 4.642	\$ 4.185	\$ 0.457	220,880	\$ 100,942.16
Jan-20	\$ 4.642	\$ 4.185	\$ 0.457	220,880	\$ 100,942.16
Feb-20	\$ 4.880	\$ 4.185	\$ 0.695	220,880	\$ 153,511.60
Mar-20	\$ 4.880	\$ 4.185	\$ 0.695	220,880	\$ 153,511.60
Apr-20	\$ 4.880	\$ 4.185	\$ 0.695	209,880	\$ 145,866.60
May-20	\$ 4.880	\$ 4.185	\$ 0.695	104,940	\$ 72,933.30

* Columbia Transmission's total SST rate changed 2-1-2020 to \$6.951 per Dth

Columbia Gas of Kentucky, Inc.

**KY PSC Case No. 2017-00453
 Commission Staff's Post Hearing Data Request Set 1 No. 10
 Attachment A**

**Proposed TCI calculation
 Alternate Benchmark using April 2015 Base Rate and April 2019 total Rate less OTRA**

Month	Calculated Benchmark *	Contract SST		Difference applied to TCI	SST Contract Volume	Pre-sharing TCI Value Tied to SST
		Demand Charge				
Nov-19	\$ 5.742	\$ 4.185	\$ 1.557	220,880	\$ 343,910.16	
Dec-19	\$ 5.742	\$ 4.185	\$ 1.557	220,880	\$ 343,910.16	
Jan-20	\$ 5.742	\$ 4.185	\$ 1.557	220,880	\$ 343,910.16	
Feb-20	\$ 6.059	\$ 4.185	\$ 1.874	220,880	\$ 413,929.12	
Mar-20	\$ 6.059	\$ 4.185	\$ 1.874	220,880	\$ 413,929.12	
Apr-20	\$ 6.059	\$ 4.185	\$ 1.874	209,880	\$ 393,315.12	
May-20	\$ 6.059	\$ 4.185	\$ 1.874	104,940	\$ 196,657.56	

* Columbia Transmission's total SST rate changed 2-1-2020 to \$6.951 per Dth

Columbia Gas of Kentucky, Inc.

**KY PSC Case No. 2017-00453
 Commission Staff's Post Hearing Data Request Set 1 No. 10
 Attachment A**

**Proposed TCI calculation
 Alternate Benchmark using April 2014 total Rate less OTRA and April 2019 total Rate less OTRA**

Month	Calculated Benchmark *	Contract SST Demand Charge	Difference applied to TCI	SST Contract Volume	Pre-sharing TCI Value Tied to SST
Nov-19	\$ 5.240	\$ 4.185	\$ 1.055	220,880	\$ 233,028.40
Dec-19	\$ 5.240	\$ 4.185	\$ 1.055	220,880	\$ 233,028.40
Jan-20	\$ 5.240	\$ 4.185	\$ 1.055	220,880	\$ 233,028.40
Feb-20	\$ 5.530	\$ 4.185	\$ 1.345	220,880	\$ 297,083.60
Mar-20	\$ 5.530	\$ 4.185	\$ 1.345	220,880	\$ 297,083.60
Apr-20	\$ 5.530	\$ 4.185	\$ 1.345	209,880	\$ 282,288.60
May-20	\$ 5.530	\$ 4.185	\$ 1.345	104,940	\$ 141,144.30

* Columbia Transmission's total SST rate changed 2-1-2020 to \$6.951 per Dth

Columbia Gas of Kentucky, Inc.

**KY PSC Case No. 2017-00453
 Commission Staff's Post Hearing Data Request Set 1 No. 10
 Attachment A**

**Proposed TCI calculation
 Alternate Benchmark using April 2015 total Rate less OTRA (includes CCRM) and April 2019 total Rate less OTRA**

Month	Calculated Benchmark *	Contract SST Demand Charge	Difference applied to TCI	SST Contract Volume	Pre-sharing TCI Value Tied to SST
Nov-19	\$ 4.700	\$ 4.185	\$ 0.515	220,880	\$ 113,753.20
Dec-19	\$ 4.700	\$ 4.185	\$ 0.515	220,880	\$ 113,753.20
Jan-20	\$ 4.700	\$ 4.185	\$ 0.515	220,880	\$ 113,753.20
Feb-20	\$ 4.960	\$ 4.185	\$ 0.775	220,880	\$ 171,182.00
Mar-20	\$ 4.960	\$ 4.185	\$ 0.775	220,880	\$ 171,182.00
Apr-20	\$ 4.960	\$ 4.185	\$ 0.775	209,880	\$ 162,657.00
May-20	\$ 4.960	\$ 4.185	\$ 0.775	104,940	\$ 81,328.50

* Columbia Transmission's total SST rate changed 2-1-2020 to \$6.951 per Dth

Columbia Gas of Kentucky, Inc.

**KY PSC Case No. 2017-00453
 Commission Staff's Post Hearing Data Request Set 1 No. 10
 Attachment A**

**Proposed TCI calculation
 Alternate Benchmark using April 2015 total Rate less OTRA and CCRM and April 2019 total Rate less OTRA**

Month	Calculated Benchmark *	Contract SST Demand Charge	Difference applied to TCI	SST Contract Volume	Pre-sharing TCI Value Tied to SST
Nov-19	\$ 5.361	\$ 4.185	\$ 1.176	220,880	\$ 259,754.88
Dec-19	\$ 5.361	\$ 4.185	\$ 1.176	220,880	\$ 259,754.88
Jan-20	\$ 5.361	\$ 4.185	\$ 1.176	220,880	\$ 259,754.88
Feb-20	\$ 5.657	\$ 4.185	\$ 1.472	220,880	\$ 325,135.36
Mar-20	\$ 5.657	\$ 4.185	\$ 1.472	220,880	\$ 325,135.36
Apr-20	\$ 5.657	\$ 4.185	\$ 1.472	209,880	\$ 308,943.36
May-20	\$ 5.657	\$ 4.185	\$ 1.472	104,940	\$ 154,471.68

* Columbia Transmission's total SST rate changed 2-1-2020 to \$6.951 per Dth

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

11. Confirm that the information provided in Columbia Kentucky's response to Staff's First Rehearing Request, Item 6, Attachment A, can be used to correctly calculate percentage increases for the alternative TCO benchmark. If not, provide the necessary information that can be used to perform such percentage calculations. The information should be provided electronically in Excel spreadsheet format with cells unprotected.

Response:

The information provided in Columbia's response to Staff's First Rehearing Request, Item 6, Attachment A, can be used to calculate percentage increases for the alternative TCO benchmark.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO COMMISSION STAFF'S POST HEARING INFORMATION
REQUESTS
DATED MAY 29, 2020

12. Provide Columbia Kentucky's Net Income, PBR Profit, and PBR percentage of Net Income for each year from 2010 to present.

Response: The information requested is attached as Attachment A. Please note that Columbia's PBR began April 2015¹, pursuant to the Commission's Order dated March 27, 2015, and therefore there are no PBR amounts for the calendar years 2010-2014.

¹ Direct Testimony of Judy M. Cooper, page 6.

Columbia Gas of Kentucky, Inc.

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
PBR Income	n/a	n/a	n/a	n/a	n/a	\$ 2,706,502	\$ 3,739,445	\$ 3,454,425	\$ 3,249,740	\$ 3,738,959
Income Before Income Tax	\$ 17,027,939	\$ 17,408,090	\$ 13,376,406	\$ 15,430,191	\$ 20,064,569	\$ 18,297,620	\$ 15,888,996	\$ 18,879,832	\$ 23,061,893	\$ 19,516,668
Income Taxes	\$ 6,337,780	\$ 6,553,831	\$ 4,860,681	\$ 4,993,607	\$ 7,992,595	\$ 7,175,969	\$ 6,007,739	\$ 6,198,589	\$ 5,214,785	\$ 4,164,668
Effective Tax Rate	37%	38%	36%	32%	40%	39%	38%	33%	23%	21%
Net Income	\$ 10,690,159	\$ 10,854,259	\$ 8,515,725	\$ 10,436,584	\$ 12,071,974	\$ 11,121,651	\$ 9,881,258	\$ 12,681,243	\$ 17,847,108	\$ 15,352,000
PBR After-Tax	n/a	n/a	n/a	n/a	n/a	\$ 1,645,065	\$ 2,325,535	\$ 2,320,275	\$ 2,514,904	\$ 2,941,101
PBR Percent of Net Income	n/a	n/a	n/a	n/a	n/a	14.792%	23.535%	18.297%	14.091%	19.158%