

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

The Application of Duke Energy Kentucky,)
Inc., for a Certificate of Public)
Convenience and Necessity Authorizing) Case No. 2019-00388
the Construction of a Gas Pipeline from)
Erlanger, Kentucky to Hebron, Kentucky)

**APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY AND REQUEST FOR EXPEDITED REVIEW**

Now comes Duke Energy Kentucky, Inc. (Duke Energy Kentucky or the Company), pursuant to KRS 278.020 and 807 KAR 5:001, Sections 14 and 15, and other applicable law, and hereby respectfully requests from the Kentucky Public Service Commission (Commission) an Order granting a Certificate of Public Convenience and Necessity (CPCN) for approval of the construction of a seven mile in length, twenty-four-inch diameter, natural gas pipeline from Erlanger, Kentucky to Hebron, Kentucky and associated facilities, including a 2,100 foot long, eight-inch diameter pipe and four pressure regulating stations (Project). In order to meet the desired in-service date to meet customer demand, the Company requests expedited review of this Application. In support of this Application, Duke Energy Kentucky respectfully states as follows:

Introduction

1. Pursuant to 807 KAR 5:001, Section 14(2), Duke Energy Kentucky is a Kentucky corporation originally incorporated on March 20, 1901, in good standing, and a “public utility” as that term is defined in KRS 278.010(3), and, therefore, is subject to the

Commission's jurisdiction. Duke Energy Kentucky is engaged in the business of furnishing natural gas and electric services to various municipalities and unincorporated areas in Boone, Bracken, Campbell, Gallatin, Grant, Kenton, and Pendleton Counties in the Commonwealth of Kentucky.

2. Pursuant to 807 KAR 5:001, Section 14(1), Duke Energy Kentucky's business address is 139 East Fourth Street, Cincinnati, Ohio 45202. The Company's local office address in Kentucky is Duke Energy Erlanger Ops Center, 1262 Cox Road, Erlanger, Kentucky 41018. The facts upon which the Application are based are set forth herein.

3. Copies of all orders, pleadings and other communications related to this proceeding should be sent to:

Rocco O. D'Ascenzo
Deputy General Counsel
Duke Energy Kentucky, Inc.
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allyson@gosssamfordlaw.com

Background

4. Duke Energy Kentucky has identified a need to construct a new twenty-four inch in diameter natural gas pipeline, approximately seven miles in length, in Boone

County, Kentucky extending from Erlanger, Kentucky to Hebron, Kentucky. This Project is necessary due to load growth and from a system reliability standpoint.

5. Boone County is the fourth most populous and one of the fastest developing counties in the Commonwealth of Kentucky.¹ Upon information and belief, this growth includes all three customer segments: residential; commercial; and industrial natural gas loads. This rapid growth has resulted in customer demand reaching near the limits of the Company's existing natural gas system's capacity. The Company is projecting growth to continue in this area, driven, among other things, by expansion and new load in the area of the Greater Cincinnati/Norther Kentucky Airport (CVG) necessitating additional capacity construction to meet projected demand.

6. The UL60 pipeline provides a primary artery for natural gas distribution south into Boone County. The Project provides a critical and necessary restoration of pressure along the high-pressure distribution system in northern Kentucky that is required to provide reliable service during severe winter weather. The Project also increases available capacity throughout Boone, Kenton, Grant and Gallatin Counties. It also allows the greater utilization of the UL57 & UL58 "Big Bone" pipeline projects to support higher growth in the southernmost sections of Boone County. The Project also has available capacity to serve any potential customers identified for the Boone County Opportunity Zone that was created in Northern Kentucky as part of the Tax Cuts and Jobs Act of 2017. The Project also enables Duke Energy Kentucky to perform future integrity management work on the nearby UL02 pipeline.

7. The Project will loop existing pipeline UL02 to connect two existing pipeline segments on the Duke Energy Kentucky natural gas delivery system, namely,

¹ <http://www.indexmundi.com/facts/united-states/quick-facts/kentucky/population-growth#chart>

UL03 and AM07. AM07 is a primary artery that transports gas from upstream suppliers, extending sixteen miles to the Ohio River, and providing gas throughout the Duke Energy Kentucky natural gas delivery system via connected pipelines. UL02 is an approximately seven-mile pipeline fed by AM07 thru Duke Energy Kentucky's Erlanger Station. UL02 terminates into the UL03 pipeline in Burlington, Kentucky. UL03 is located on the western portion of the Company's service territory and extends south approximately twenty-five miles to serve customers in Boone, Gallatin and Grant Counties.

8. The purpose of, and need for, the Project is to construct necessary capacity to the Duke Energy Kentucky natural gas delivery system to meet new load and increased demand on the system and to provide greater reliability to the overall system. The Project is necessary to support future load growth in the area and maintain sufficient natural gas system pressures. Additionally, the timing of the project, including the priority of completion of the project in two phases is so to accommodate new customer load desired to be in service by January 1, 2021. The Company estimates the timeline of construction for the entire project to be approximately 18 months. The Company has expedited its preparation of this Application to the extent possible in order to meet this aggressive timeline requested by the customer, with recognition of meeting the filing requirements for a CPCN under the Commission's regulations. In order to meet this aggressive timeline for construction and ensure service is in place to meet the customer's desired in-service date, Duke Energy Kentucky requests that the Commission issue its decision on or before April 1, 2020.

9. The Project will provide additional feeds to the gas delivery system to support continued growth in Boone County and will provide system flexibility to back-

feed portions of both the UL03 and AM07 segments in the event of scheduled or emergency work.

10. Duke Energy Kentucky anticipates that the majority of the project will be located in private easements that will be obtained following approval of this Application. Where private easements are not possible, the Company will locate the Project within existing public rights-of-way. Private easements are preferable as they allow the Company to maintain greater control over the pipeline and to mitigate any impact to system integrity and reliability due to municipal street widening or improvement projects.

11. The current estimated project cost is approximately \$63 million dollars as detailed in the chart below:

Task	Total
Design	\$3M
Land	\$6M
Construction	\$44M
Material	\$10M
	<u>\$63M</u>

Request for Certificate of Public Convenience and Necessity

12. In accordance with 807 KAR 5:001 Section 12(2)(a)-(i), Duke Energy Kentucky is filing the following information in Exhibit 1, which is incorporated herein and made a part of this Application filed in this proceeding:

<u>Exhibit 1</u>	<u>Description</u>	<u>807 KAR 5:001</u>
<u>Page</u>		<u>Section Reference</u>
	Financial Exhibit	12 (2)
1	Amount and kinds of stock authorized	12(2)(a)
1	Amount and kinds of stock issued and outstanding	12(2)(b)
1	Terms of preference or preferred stock	12(2)(c)
1	Brief description of each mortgage on property of Duke Energy Kentucky	12(2)(d)
2	Amount of bonds authorized and issued and related information	12(2)(e)
2	Notes outstanding and related information	12(2)(f)
2-3	Other indebtedness and related information	12(2)(g)
3-4	Dividend information	12(2)(h)
4-6	Detailed Income Statement and Balance Sheet	12(2)(i)

13. 807 KAR 5:001, Section 15 sets forth the filing requirements to seek a CPCN. In accordance with Section 15(2)(a), the Application and supporting testimonies describe the facts relied upon to show the Project is required by public convenience or necessity in that the Project is necessary from a reliability standpoint and to provide adequate, efficient and reliable service.

14. In accordance with Section 15(2)(b), the Company has previously filed with the Commission the applicable franchises from the proper public authorities. Additionally, the following permits or applications for such permits are attached hereto as Exhibits 2(a) through (e):

- a. Application to Kentucky Transportation Cabinet permit to cross state and federal roads and to install the pipeline inside road right-of-way;
- b. Energy and Environmental Protection Cabinet - Division of Water, Permit to Construct Along or Across a Stream for stream and floodplain crossings;
- c. U.S. Army Corps of Engineers Section 404 Notification for dredge

and fill impacts to wetlands and streams;

d. Application to Boone County encroachment permit to cross county roads; and

e. Confidential Reports/Coordination with the Kentucky Heritage Council (KHC) regarding cultural resources, including cultural resource investigations/digs and potential viewshed impacts to architectural resources along the project route.

Duke Energy Kentucky has submitted all necessary permit applications but has not yet received approval for all permits. There has been no indication that the permit applications will not be approved. In order to complete construction on time and by the customer's request for in-service day by early 2021, the Company must submit its Application now and commits to supplement the filing as permit approvals are received. Portions of Exhibits 2(a), 2(d), and 2(e) are being provided under a petition for confidential treatment.

15. In accordance with Section 15(2)(c), which requires the Company to provide a full description of the proposed location, route, or routes of the proposed construction or extension, including a description of the manner in which the facilities will be constructed, Duke Energy Kentucky respectfully states that this information is provided in Exhibits 3 and 4 to this Application and the direct testimonies submitted in support thereof. A copy of Exhibit 4 is being provided under a petition for confidential treatment.

16. In accordance with Section 15(2)(d)(1)-(2), requiring maps showing the location or route of the proposed construction or extension and plans and specifications

and drawings of the proposed plant, equipment, and facilities, Duke Energy Kentucky respectfully states that Exhibits 3 and 4 contain a map and engineering drawings, respectively, showing the route, location and nature of the proposed construction. Because the Project is situated solely within the Company's service territory, it will not compete with any public utilities, corporations, or persons. Exhibits 5(a) through (j) to this Application contain the preliminary work specifications for the Project.

17. In accordance with Section 15(2)(e), the Company states that it proposes to finance the construction through continuing operations and debt instruments, as necessary.

18. In accordance with Section 15(2)(f), the total estimated cost of construction for the Project is approximately \$63 million. The annual ongoing cost of operation of the Project once completed is expected to be minimal, and less than \$10,000 except for required periodic inspections and/or testing.

19. Duke Energy Kentucky respectfully states that the Project is needed to construct necessary capacity to the Duke Energy Kentucky natural gas delivery system to meet new load and increased demand on the system and to provide greater reliability to the overall system. The Project is necessary to support future load growth in the area and maintain sufficient natural gas system pressures to respond to an identified integrity risk to its natural gas delivery system that the Company must do to comply with state and federal regulations, not to mention to continue to provide safe and reliable service for the benefit of its natural gas customers. Moreover, the Project will not result in a wasteful duplication of facilities.

Testimony and Exhibits

20. Additional facts supporting this Application are set forth in the following direct testimonies attached to this Application as Exhibits 6 through 9:

- a. Victor M. Gaglio, Senior Vice President and Chief Operations Officer, Natural Gas Business, provides an overview of the Company's gas operations and the Project;²
- b. Amy D. Presson, General Manager, Gas Major Projects, discusses the Project construction and preliminary specifications;³
- c. Martin P. Petchul, General Manager, Gas Asset Management and Engineering, discusses the need for the Project, the permits required for the Project, system reliability, population growth in Boone County, pressure improvement and estimated costs of construction and ongoing operation;⁴ and
- d. Sarah E. Lawler, Director of Rates and Regulatory Planning, discusses the estimated impacts to the Company's rates of the Project.⁵

² Exhibit 6.

³ Exhibit 7.

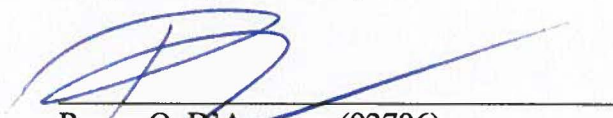
⁴ Exhibit 8.

⁵ Exhibit 9.

WHEREFORE, Duke Energy Kentucky respectfully requests that the Commission:

- 1) Issue a CPCN for approval of the construction of a gas pipeline from Erlanger, Kentucky to Hebron, Kentucky on or before April 1, 2020; and
- 2) Grant any other relief to which the Company may be entitled.

Respectfully submitted,



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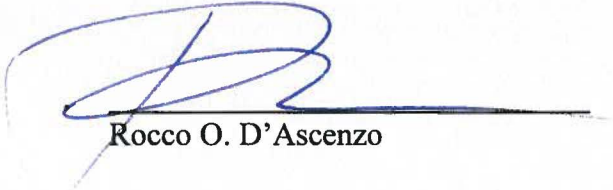
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CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Application of Duke Energy Kentucky, Inc. has been served via electronic mail to the following party on this 6th day of November 2019.

Rebecca Goodman
The Office of the Attorney General
Utility Intervention and Rate Division
700 Capital Avenue, Ste 20
Frankfort, Kentucky 40601-8204



Rocco O. D'Ascenzo

FINANCIAL EXHIBIT

(1) **Section 12(2)(a) Amount and kinds of stock authorized.**

1,000,000 shares of Capital Stock \$15 par value amounting to \$15,000,000 par value.

(2) **Section 12(2)(b) Amount and kinds of stock issued and outstanding.**

585,333 shares of Capital Stock \$15 par value amounting to \$8,779,995 total par value. Total Capital Stock and Additional Paid-in Capital as of August 31, 2019:

Capital Stock and Additional Paid-in Capital
As of August 31, 2019
(\$ per 1,000)

Capital Stock	\$8,780
Premiums thereon	18,839
Total Capital Contributions from Parent (since 2006)	58,594
Contribution from Parent Company for Purchase of Generation Assets	<u>140,061</u>
Total Capital Stock and Additional Paid-in-Capital	<u>\$226,274</u>

(3) **Section 12(2)(c) Terms of preference or preferred stock, cumulative or participating, or on dividends or assets or otherwise.**

There is no preferred stock authorized, issued or outstanding.

(4) **Section 12(2)(d) Brief description of each mortgage on property of applicant, giving date of execution, name of mortgagor, name or mortgagee, or trustee, amount of indebtedness authorized to be secured, and the amount of indebtedness actually secured, together with any sinking fund provision.**

Duke Energy Kentucky does not have any liabilities secured by a mortgage.

(5) **Section 12(2)(e) Amount of bonds authorized, and amount issued, giving the name of the public utility which issued the same, describing each class separately, and giving the date of issue, face value, rate of interest, date of maturity and how secured, together with the amount of interest paid thereon during the last fiscal year.**

The Company has thirteen outstanding issues of unsecured senior debentures issued under an Indenture dated December 1, 2004, between itself and Deutsche Bank Trust Company Americas, as Trustee, as supplemented by four Supplemental Indentures. The Indenture

allows the Company to issue debt securities in an unlimited amount from time to time. The Debentures issued and outstanding under the Indenture are the following:

Supplemental Indenture	Date of Issue	Principal Amount Authorized and Issued	Principal Amount Outstanding	Rate of Interest	Date of Maturity	Interest Paid Year 2018
1 st Supplemental	3/7/2006	65,000,000	65,000,000	6.200%	3/10/2036	4,030,000
2 nd Supplemental	9/22/2009	100,000,000	100,000,000	4.650%	10/1/2019	4,650,000
3 rd Supplemental	1/5/2016	45,000,000	45,000,000	3.420%	1/15/2026	1,539,000
3 rd Supplemental	1/5/2016	50,000,000	50,000,000	4.450%	1/15/2046	2,225,000
4 th Supplemental	9/7/2017	30,000,000	30,000,000	3.350%	9/15/2029	1,027,333
4 th Supplemental	9/7/2017	30,000,000	30,000,000	4.110%	9/15/2047	1,260,400
4 th Supplemental	9/7/2017	30,000,000	30,000,000	4.260%	9/15/2057	1,306,400
5 th Supplemental	10/3/2018	25,000,000	25,000,000	4.010%	10/15/2023	0
5 th Supplemental	10/3/2018	40,000,000	40,000,000	4.180%	10/15/2028	0
5 th Supplemental	12/12/2018	35,000,000	35,000,000	4.620%	12/15/2048	0
6 th Supplemental	7/17/2019	40,000,000	40,000,000	4.320%	7/15/2049	0
			490,000,000			16,038,133

- (6) **Section 12(2)(f) Each note outstanding, giving date of issue, amount, date of maturity, rate of interest, in whose favor, together with amount of interest paid thereon during the last fiscal year.**

Not applicable.

- (7) **Section 12(2)(g) Other indebtedness, giving same by classes and describing security, if any, with a brief statement of the devolution or assumption of any portion of such indebtedness upon or by person or corporation if the original liability has been transferred, together with amount of interest paid thereon during the last fiscal year.**

The Company has two series of Pollution Control Revenue Refunding Bonds issued under a Trust Indenture dated as of August 1, 2006 and a Trust Indenture dated as of December 1, 2008, between the County of Boone, Kentucky and Deutsche Bank National Trust Company as Trustee. The Company's obligation to make payments equal to debt service on the Bonds is evidenced by a Loan Agreement dated as of August 1, 2006 and December 1, 2008 between the County of Boone, Kentucky and Duke Energy Kentucky. The Bonds issued under the Indentures are as follows:

Indenture	Date of Issue	Principal Amount Authorized and Issued	Principal Amount Outstanding	Rate of Interest	Date of Maturity	Interest Paid Year 2018
Series 2010	11/24/2010	26,720,000	26,720,000	3.86% ⁽¹⁾	8/1/2027	1,031,392
Series 2008A	12/01/2011	50,000,000	<u>50,000,000</u>	2.54% ⁽²⁾	8/1/2027	<u>1,270,337</u>
			<u>76,720,000</u>			<u>2,301,729</u>

⁽¹⁾ The bonds were issued at a variable-rate and were swapped to a fixed rate of 3.86% for the life of the debt. The average floating-rate of interest on the bonds for 2018 was 1.41%.

⁽²⁾ The interest rate represents the average floating-rate of interest on the bonds for 2018. The interest rate on the bonds resets on the first day of every month based on 70% of the sum of one-month LIBOR and a credit spread of 1.125%.

The Company had no outstanding financing leases as of August 31, 2019.

The Company had \$98,808,000 of money pool borrowings outstanding as of August 31, 2019, \$25,000,000 of which is classified as Long-Term Debt payable to affiliated companies. This obligation, which is short-term by nature, is classified as long-term due to Duke Energy Kentucky's intent and ability to utilize such borrowings as long-term financing.

(8) Section 12(2)(h) Rate and amount of dividends paid during the last five (5) previous fiscal years, and the amount of capital stock on which dividends were paid each year.

DIVIDENDS PER SHARE

Year Ending	Per Share	Total	No. of Shares	Par Value of Stock
December 31, 2014	0.00	0	585,333	8,779,995
December 31, 2015	93.96	55,000,000	585,333	8,779,995
December 31, 2016	17.08	10,000,000	585,333	8,779,995
December 31, 2017	0.00	0	585,333	8,779,995
December 31, 2018	0.00	0	585,333	8,779,995

(9) Section 12(2)(i) A detailed Income Statement and Balance Sheet

DUKE ENERGY KENTUCKY, INC.
CONDENSED STATEMENTS OF OPERATIONS
(Unaudited)
(In thousands)

Twelve Months Ended
August 31
2019

Operating Revenues	
Electric	368,261
Gas	108,287
Total operating revenues	476,548
Operating Expenses	
Fuel used in electric generation and purchased power	122,874
Natural gas purchased	45,018
Operation, maintenance and other	138,724
Depreciation and amortization	77,192
Property and other taxes	15,654
Goodwill and other impairment charges	-
Total operating expenses	399,462
Gains on Sales of Other Assets and Other, net	157
Operating Income	77,243
Other Income and Expenses, net	6,189
Interest Expense	22,148
Income Before Income Taxes	61,284
Income Tax Expense	12,502
Income From Continuing Operations	48,782
Income From Discontinued Operations, net of tax	-
Net Income	48,782

DUKE ENERGY KENTUCKY, INC.
Condensed Balance Sheets
(Unaudited)

(in thousands, except share amounts)	August 31, 2019	December 31, 2018
ASSETS		
Current Assets		
Cash and Cash Equivalents	6,271	7,773
Receivables (net of allowance for doubtful accounts of \$342 at August 31, 2019 and \$221 at December 31, 2018)	6,372	9,450
Receivables from affiliated companies	15,732	29,195
Notes Receivables from affiliated companies	-	-
Inventory	44,656	40,595
Regulatory Assets	12,738	10,562
Other	14,423	11,961
Total Current Assets	100,192	109,536
Property, Plant and Equipment		
Cost	2,659,871	2,517,897
Less Accumulated Depreciation and Amortization	(993,428)	(965,124)
Net Property Plant and Equipment	1,666,443	1,552,773
Other Noncurrent Assets		
Regulatory Assets	110,619	113,652
Operating Lease Right-of-Use assets	9,271	-
Other	8,327	9,922
Total Other Noncurrent Assets	128,217	123,574
Total Assets	1,894,852	1,785,883
LIABILITIES AND COMMON STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts Payable	35,313	45,759
Accounts payable to affiliated companies	17,255	17,503
Notes payable to affiliated companies	73,080	38,875
Taxes Accrued	13,179	18,143
Interest Accrued	7,912	6,115
Current Maturities of Long-Term Debt	100,000	100,396
Asset Retirement Obligations	6,296	6,448
Regulatory Liabilities	16,448	14,294
Other	23,985	19,291
Total Current Liabilities	293,468	266,824
Long-Term Debt	464,618	424,714
Notes payable to affiliated companies	25,000	25,000
Other Noncurrent Liabilities		
Deferred Income Taxes	229,191	214,719
Asset Retirement Obligations	50,085	56,378
Regulatory Liabilities	140,999	156,116
Operating Lease Liabilities	9,082	-
Accrued Pension and Other Post-Retirement Benefit Costs	25,317	21,734
Investment Tax Credit	3,694	3,522
Other	21,705	20,653
Total Other Noncurrent Liabilities	480,073	473,122
Commitments and Contingencies		
Equity		
Common Stock, \$15.00 par value, 1,000,000 shares authorized and 585,333 shares outstanding at March 31, 2017 and December 31, 2016	8,780	8,780
Additional Paid in Capital	217,494	217,494
Retained Earnings	405,419	369,950
Total Duke Energy Corporation Stockholders' Equity	631,693	596,224
Noncontrolling Interests	-	-
Total Liabilities and Equity	1,894,852	1,785,883

CONFIDENTIAL PROPRIETARY TRADE SECRET



KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

TC 99-1A
Rev. 09/2018
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APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: _____

SECTION 1: APPLICANT CONTACT INFORMATION

NAME Duke Energy	ADDRESS 139 E 4th St	CITY Cincinnati	STATE OH	ZIP 45202
EMAIL N/A				
CONTACT NAME 1 Casey Bloise (On behalf of Duke Energy)	EMAIL cebloise@burnsmcd.com	PHONE # 614-453-7827	CELL #	
CONTACT NAME 2 (if applicable) Matthew Hughes	EMAIL Matthew.Hughes2@duke-energy.com	PHONE # 513-287-3026	CELL #	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS Burlington Pike	CITY Burlington & Florence	STATE Kentucky	ZIP 41005 & 41042
COUNTY Boone	ROUTE # KY-18	MILE POINT 12.2-12.85	LONGITUDE (X) various (see below) LATITUDE (Y) various (see below)

FOR KYTC USE ONLY

Permit Type: Air Right Entrance Utilities Vegetation Removal Other: _____

Location: Left Right Crossing

Access: Full Partial by Permit

SECTION 3: GENERAL DESCRIPTION OF WORK

Install 8" and 24" steel pipeline along with a 6" plastic pipeline bored across Burlington Pike via Auger bore. Bore pits and construction crew operating within ROW during install of bored pipeline. Additionally, 1 location with ROW Encroachment on KYTC ROW along KY-18.MP: 12.79 (84°40'59.07", 39°1'5.399"), 8" steel pipeline bored crossingMP: 12.35 (84°41'28.78", 39°1'10.07"), 24" steel pipeline bored crossingMP: 12.2-12.35 (84°41'29.42", 39°1'9.05"), ROW encroachment with 24" steel pipeline routeMP: 12.85 (84°40'53.747", 38°1'4.12"), 6" plastic pipeline bored crossing

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

[Handwritten Signature]

11-4-2019

SIGNATURE

DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

CONFIDENTIAL PROPRIETARY TRADE SECRET



KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

TC 99-1A
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APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

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KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

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APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____, on this date _____.
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

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KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

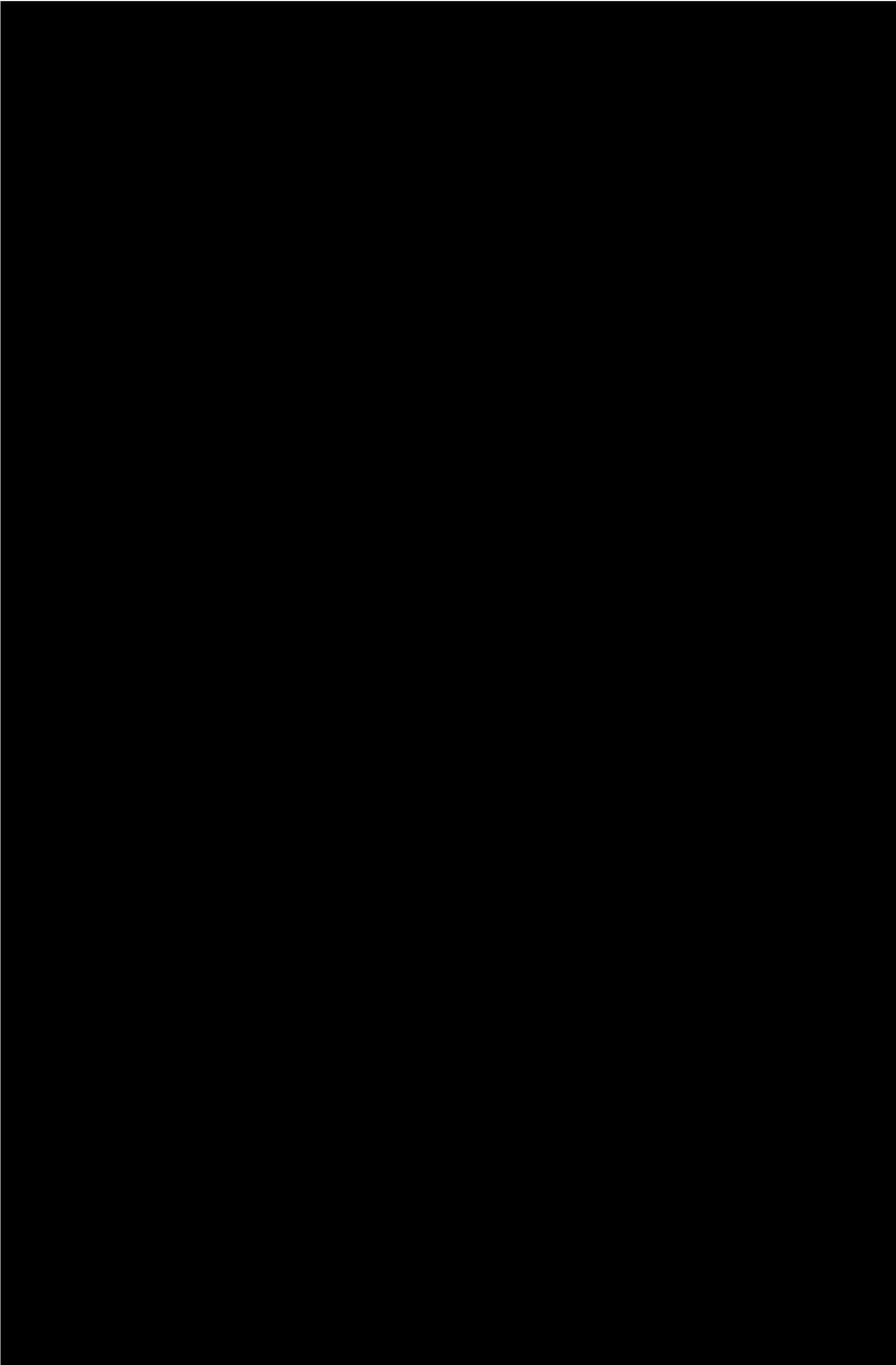
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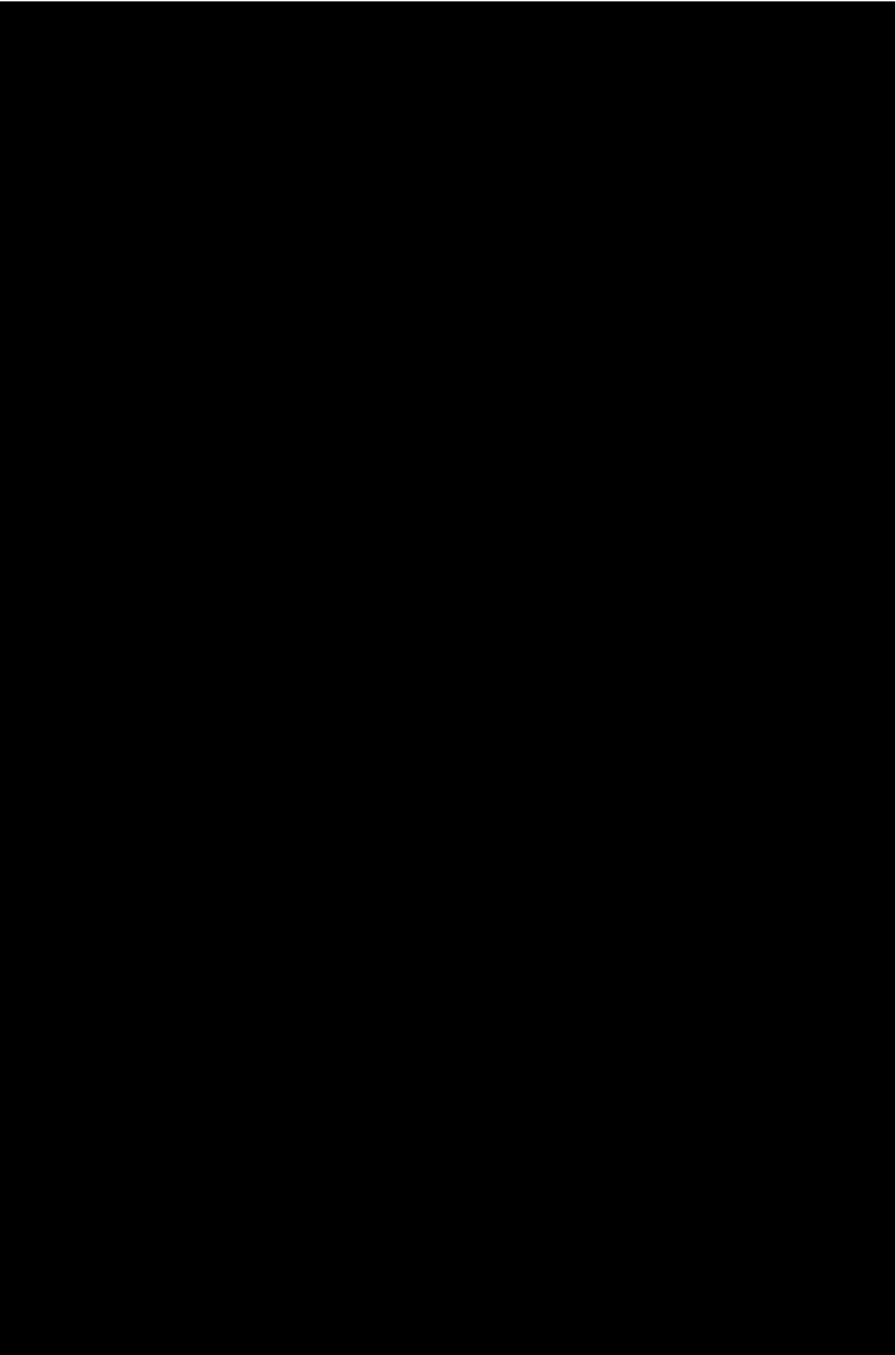
APPLICATION FOR ENCROACHMENT PERMIT

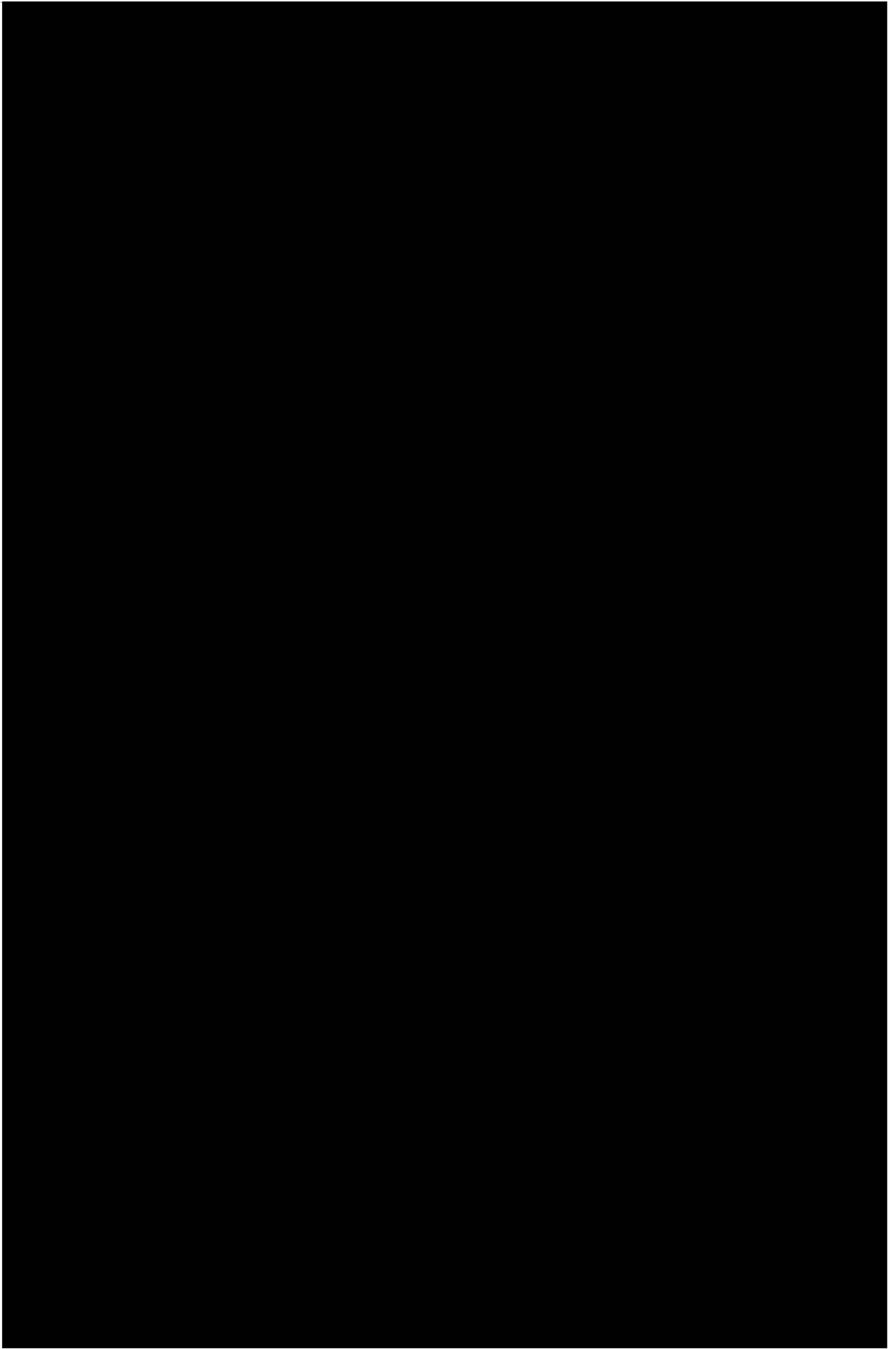
17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
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21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.

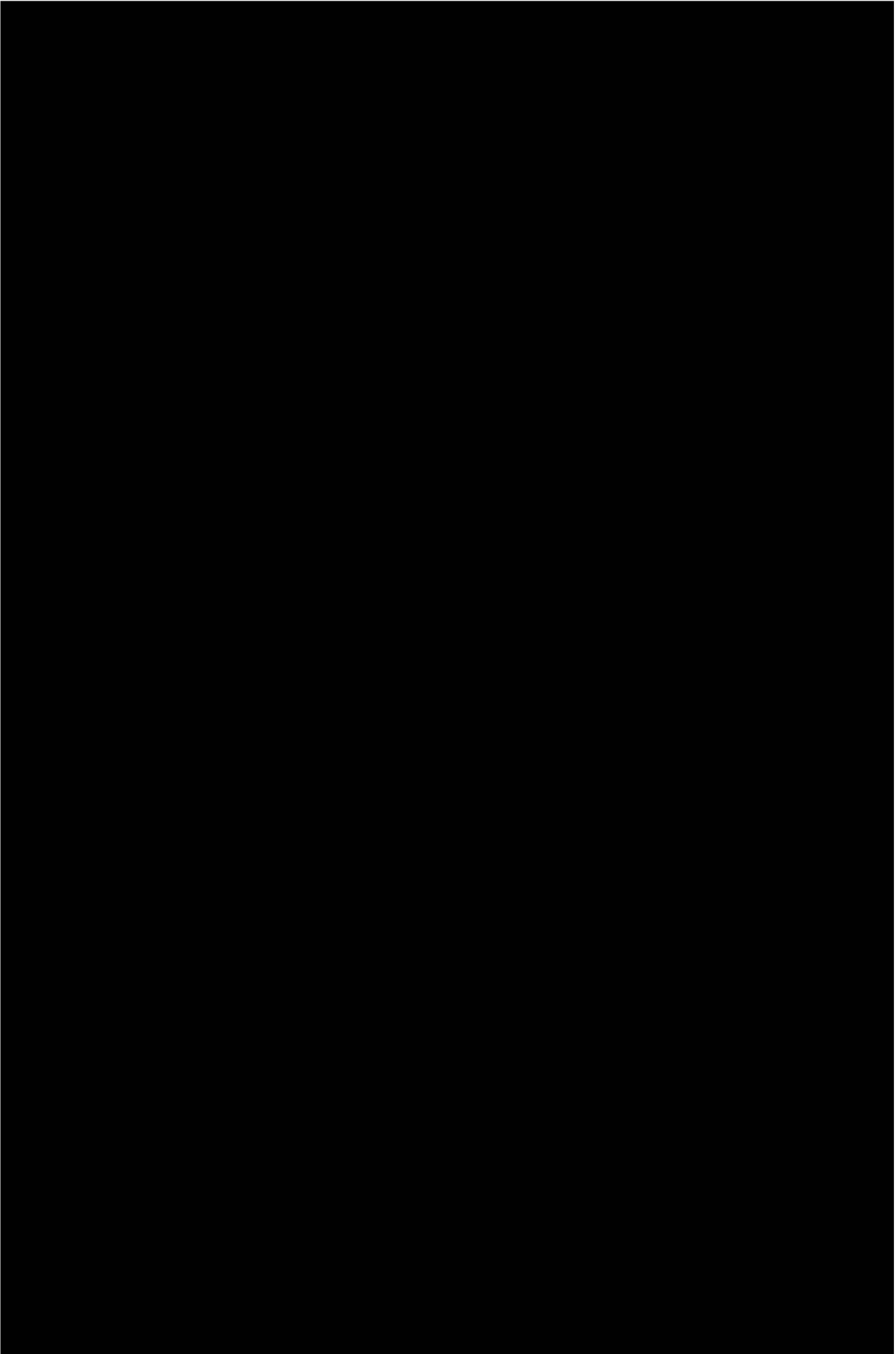


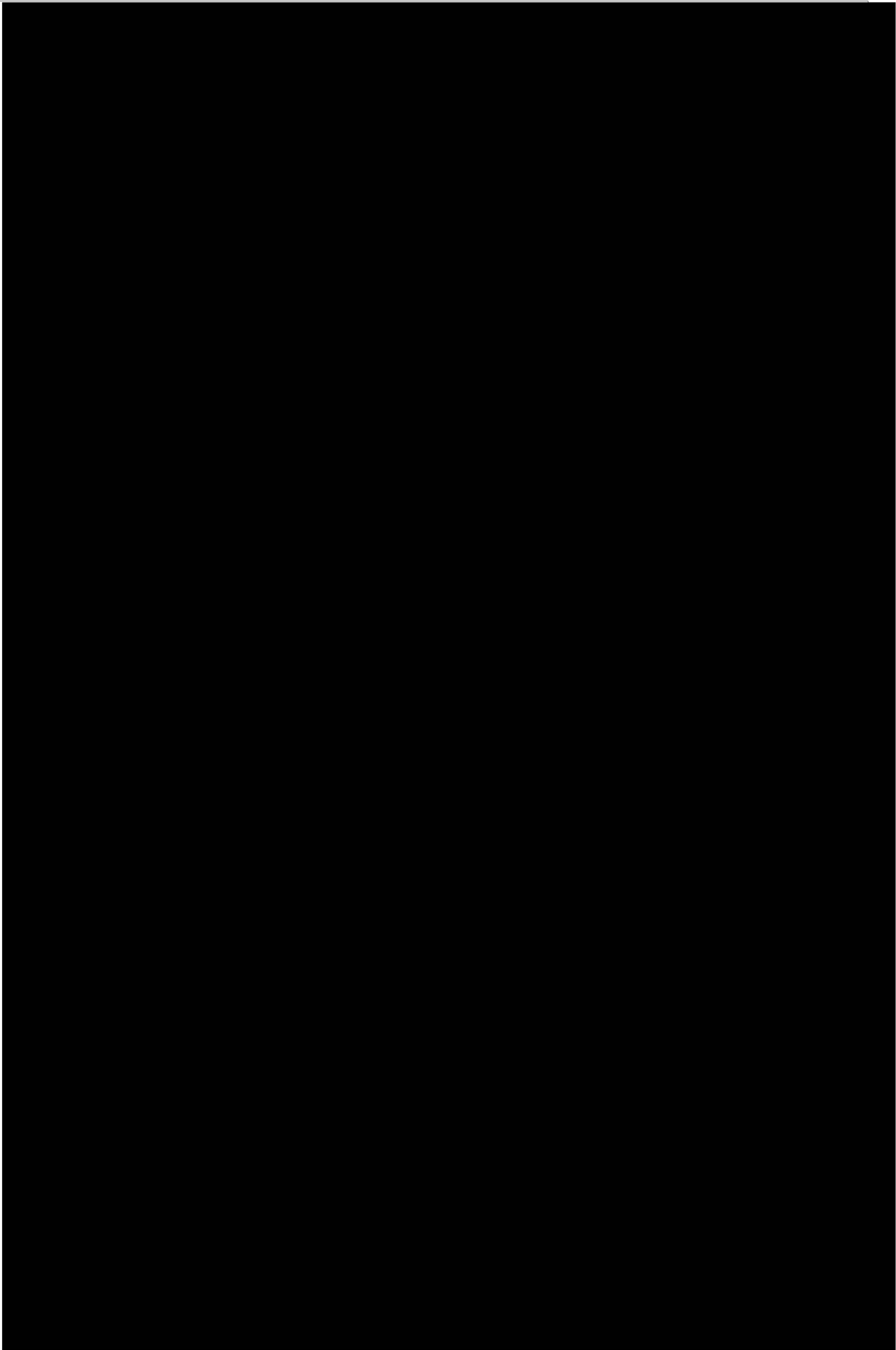
To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007











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PERMITS BRANCH

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APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: _____

SECTION 1: APPLICANT CONTACT INFORMATION

NAME Duke Energy	ADDRESS 139 E 4th St	CITY Cincinnati
EMAIL N/A		STATE OH ZIP 45202
CONTACT NAME 1 Casey Bloise (On behalf of Duke Energy)	EMAIL cebloise@burnsmcd.com	PHONE # 614-453-7827
		CELL #
CONTACT NAME 2 (if applicable) Matthew Hughes	EMAIL Matthew.Hughes2@duke-energy.com	PHONE # 513-287-3026
		CELL #

SECTION 2: PROPOSED WORK LOCATION

ADDRESS Donaldson Highway	CITY Erlanger	STATE Kentucky	ZIP 41018
COUNTY Boone	ROUTE # KY-236	MILE POINT 0.76	LONGITUDE (X) 84°37'47.71" LATITUDE (Y) 39°29.68"

FOR KYTC USE ONLY

Permit Type: Air Right Entrance Utilities Vegetation Removal Other: _____

Location: Left Right Crossing

Access: Full Partial by Permit

SECTION 3: GENERAL DESCRIPTION OF WORK

Install 24" steel pipeline across Donaldson Hwy. via Auger bore. Bore pits and construction crew operating within ROW during install of bored pipeline.

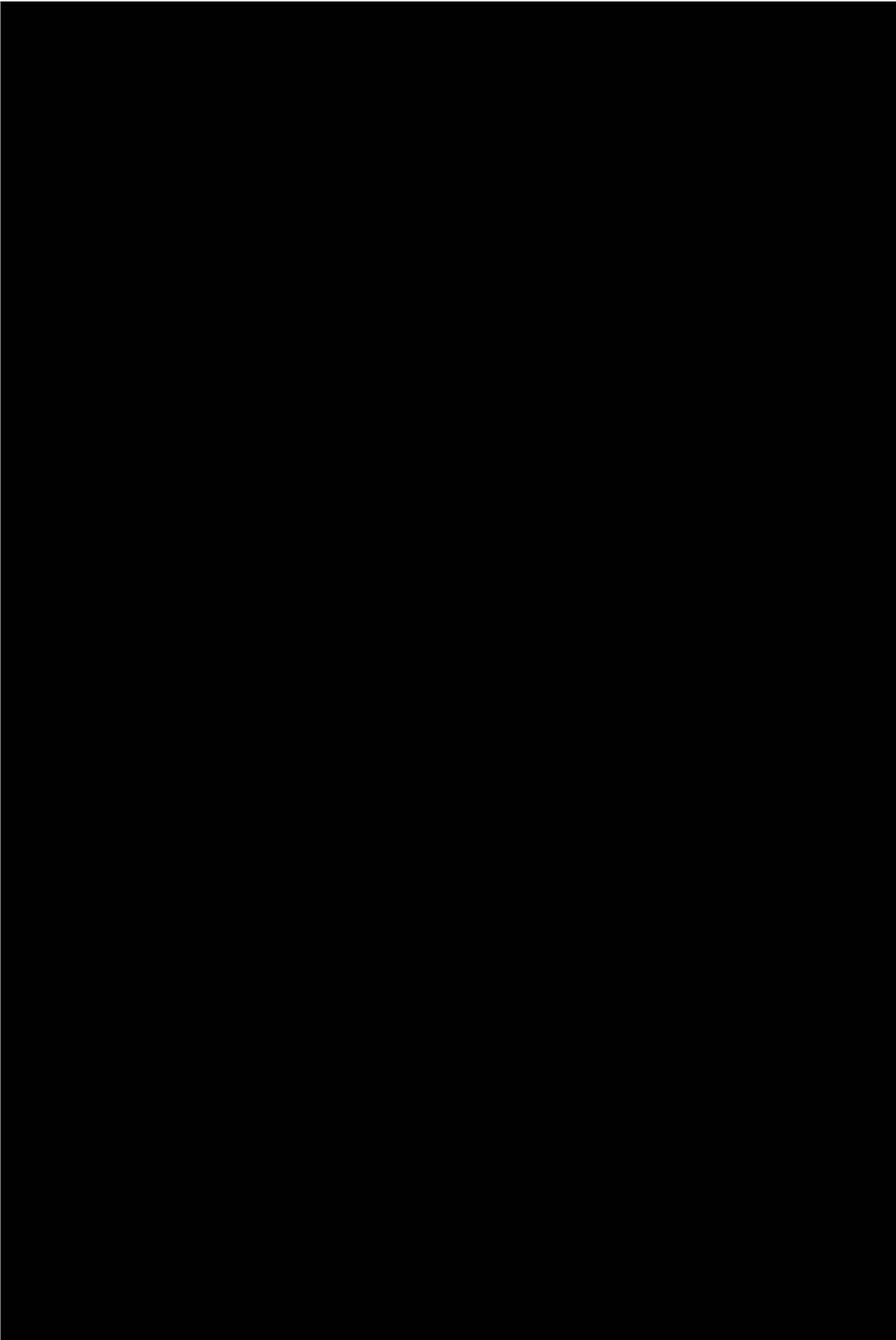
THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

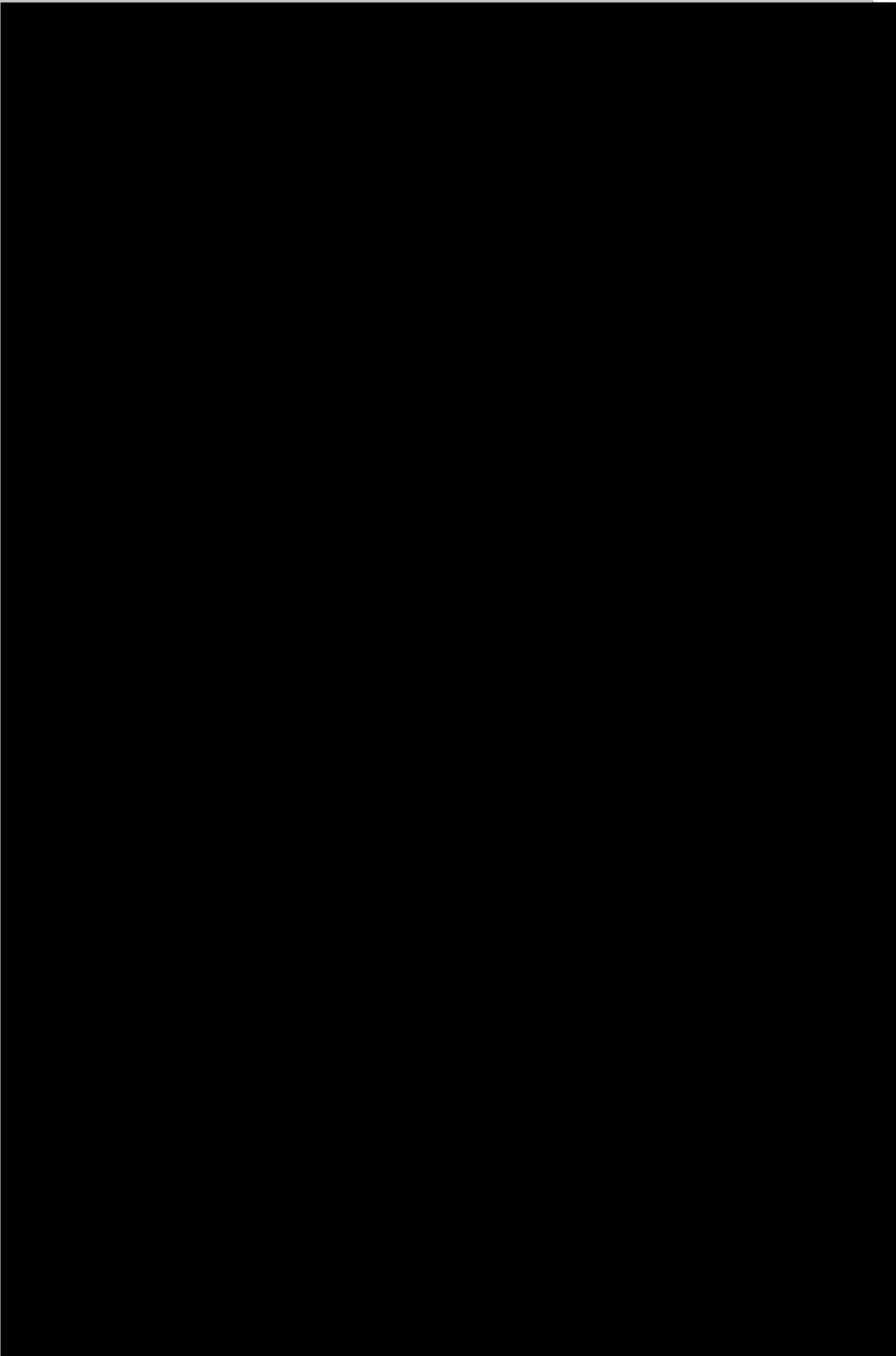
11-4-2019

SIGNATURE

DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.





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KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

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APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
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Department of Highways
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APPLICATION FOR ENCROACHMENT PERMIT

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CONFIDENTIAL PROPRIETARY TRADE SECRET



KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

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APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
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To Submit a Locate Request
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PERMITS BRANCH

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APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: _____

SECTION 1: APPLICANT CONTACT INFORMATION

NAME Duke Energy	ADDRESS 139 E 4th St	CITY Cincinnati	STATE OH	ZIP 45202
EMAIL N/A				
CONTACT NAME 1 Casey Bloise (On behalf of Duke Energy)	EMAIL cebloise@burnsmcd.com	PHONE # 614-453-7827	CELL #	
CONTACT NAME 2 (if applicable) Matthew Hughes	EMAIL Matthew.Hughes2@duke-energy.com	PHONE # 513-287-3026	CELL #	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS Camp Ernst Rd.	CITY Burlington	STATE Kentucky	ZIP 41005
COUNTY Boone	ROUTE # KY-237	MILE POINT 4.9-5.8	LONGITUDE (X) various (see below) LATITUDE (Y) various (see below)

FOR KYTC USE ONLY

Permit Type: Air Right Entrance Utilities Vegetation Removal Other: _____

Location: Left Right Crossing

Access: Full Partial by Permit

SECTION 3: GENERAL DESCRIPTION OF WORK

Install 24" steel pipeline across Camp Ernst Rd. (with several crossings) via Auger bore. Bore pits and construction crew operating within ROW during install of bored pipeline. 2 locations of ROW encroachment on existing KYTC ROW.

- MP: 6.1-6.2 (84°42'8.52", 39°0'59.82"), ROW Encroachment
- MP: 4.9 (84°42'7.064", 39°0'6.536"), Bored Crossing
- MP: 5.65 (84°42'12.62", 39°0'43.73"), Bored Crossing
- MP: 5.8 (84°42'10.72", 39°0'51.5"), Bored Crossing
- MP: 4.85-4.95 (84°42'6.29", 39°0'8.03"), ROW Encroachment

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

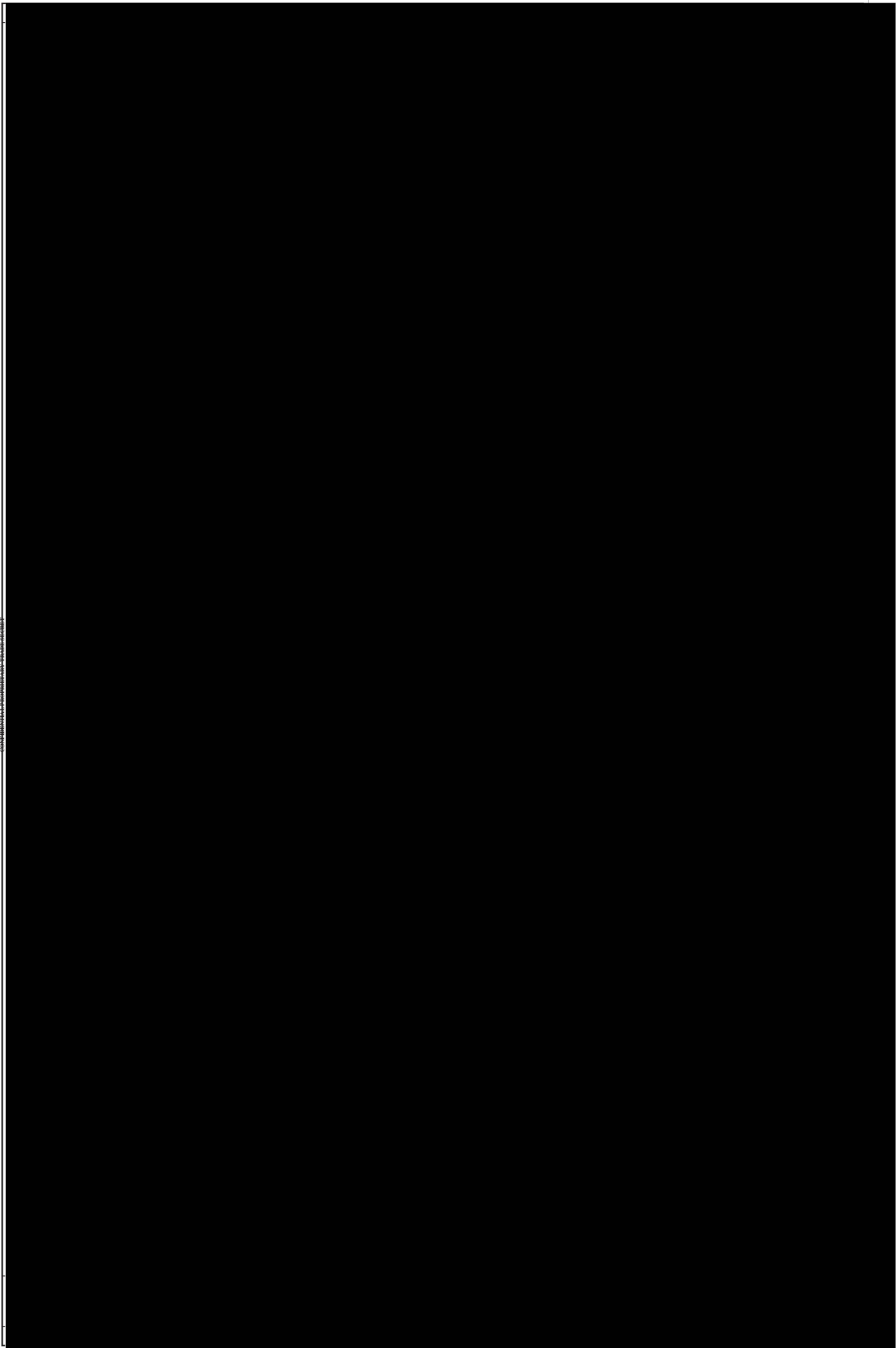
Casey Bloise

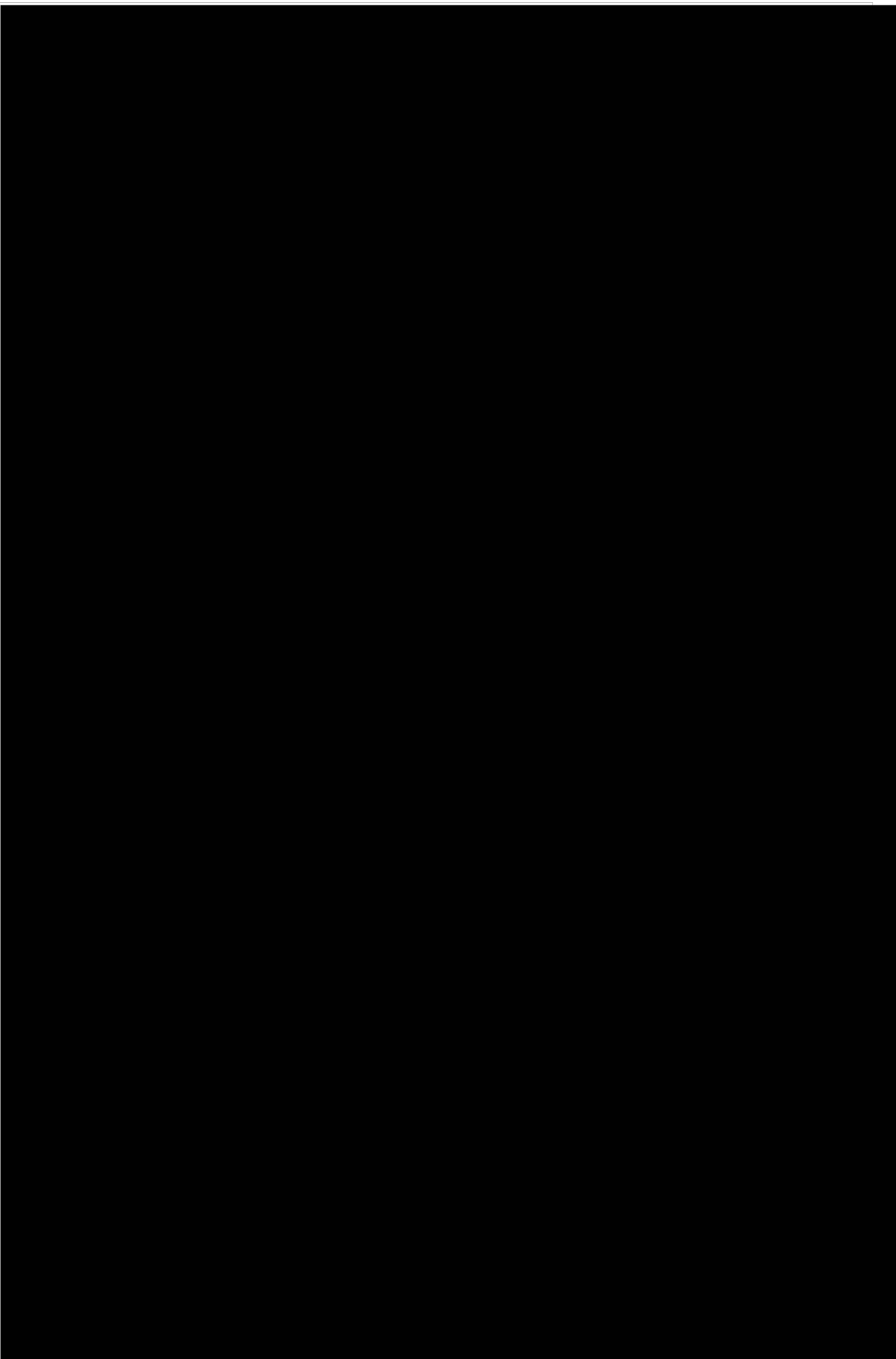
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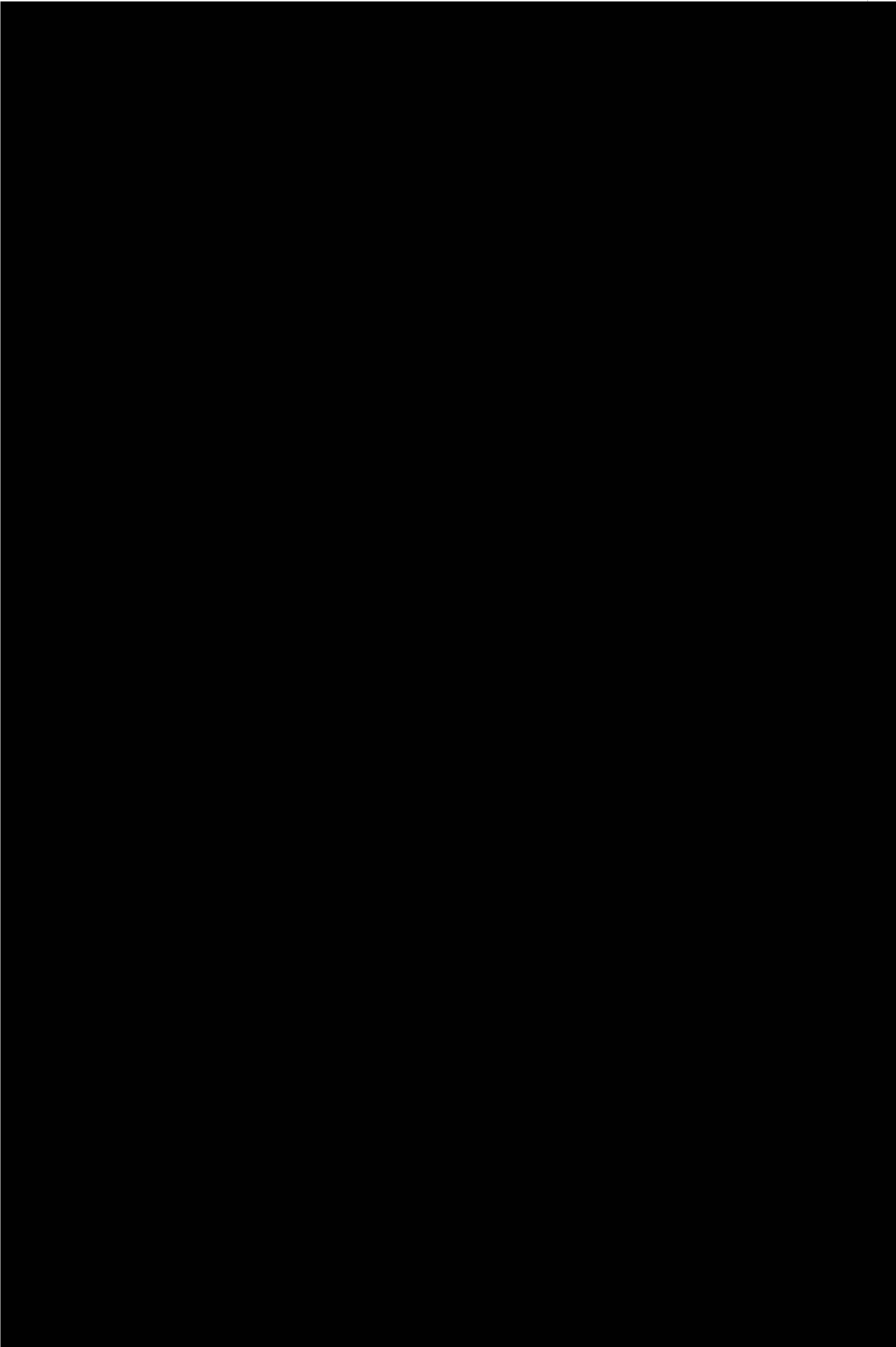
SIGNATURE

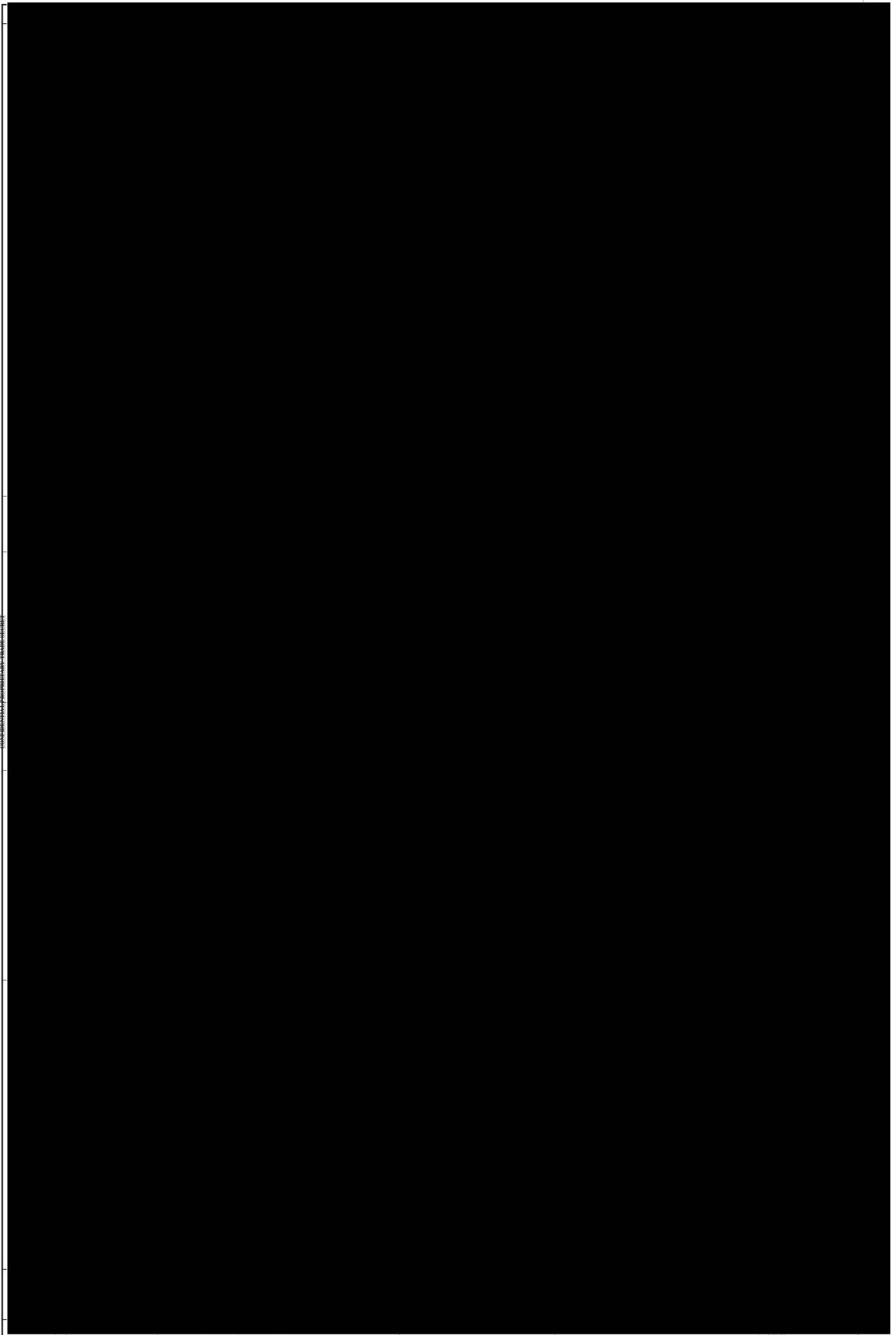
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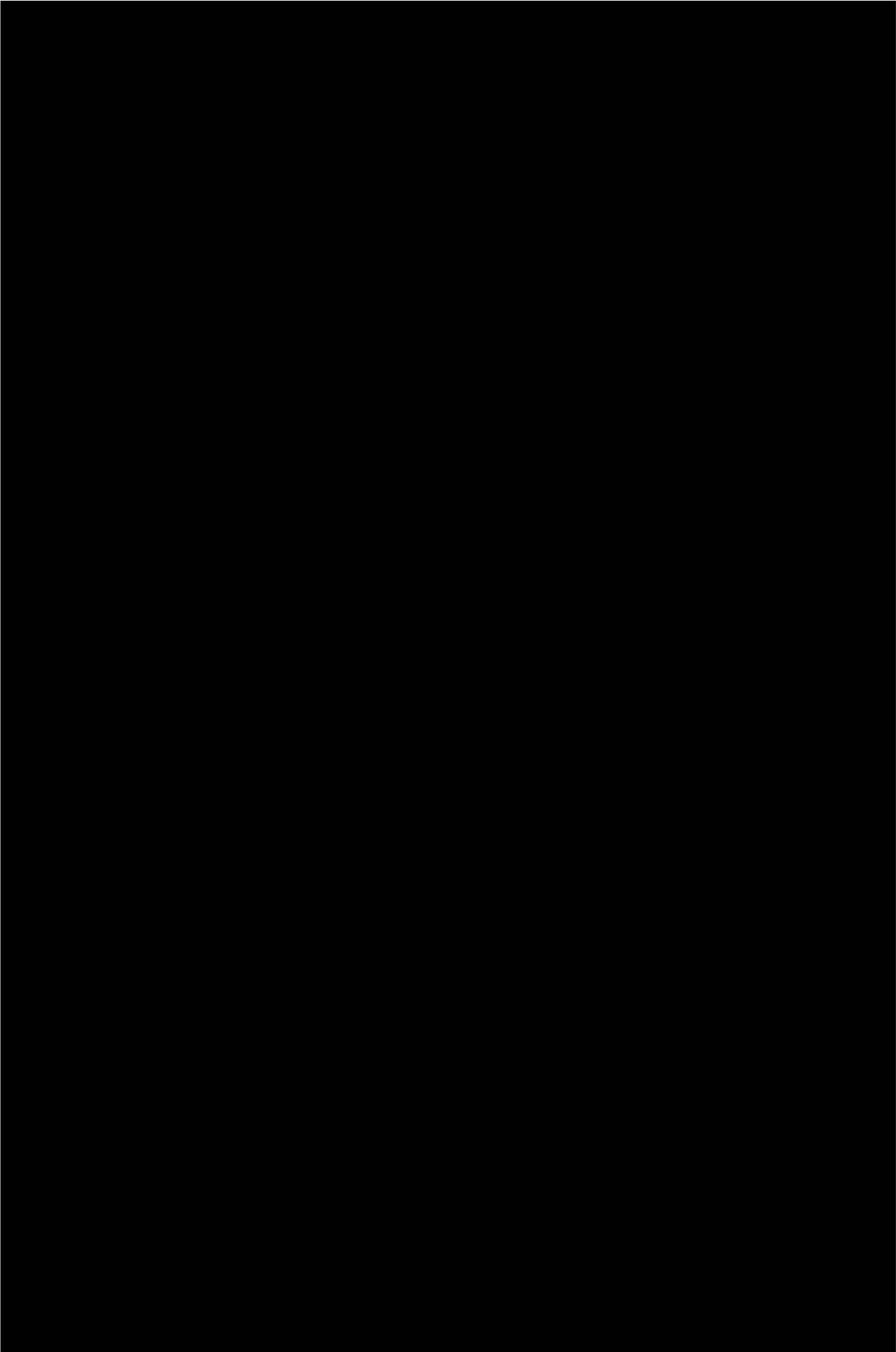
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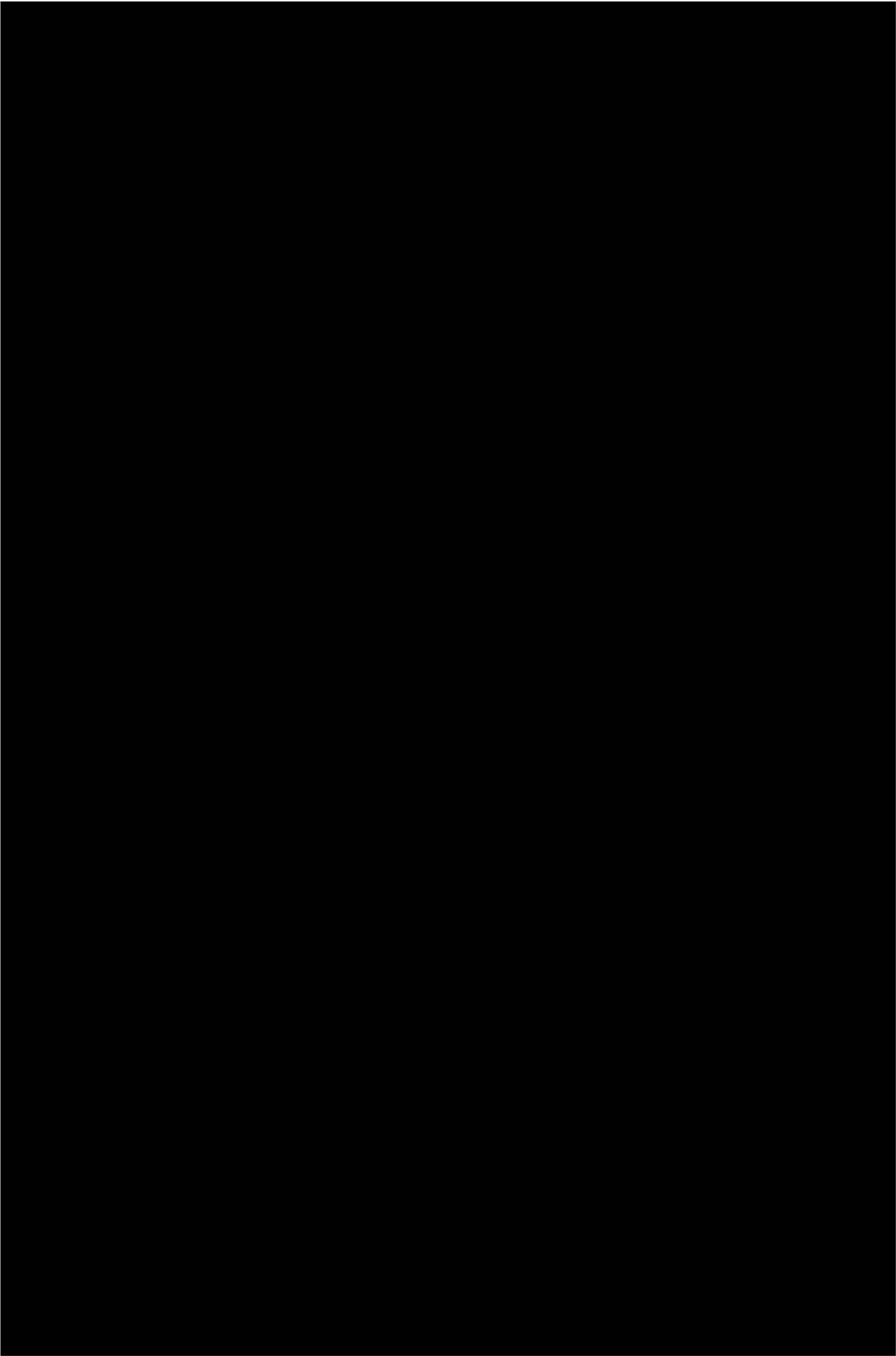




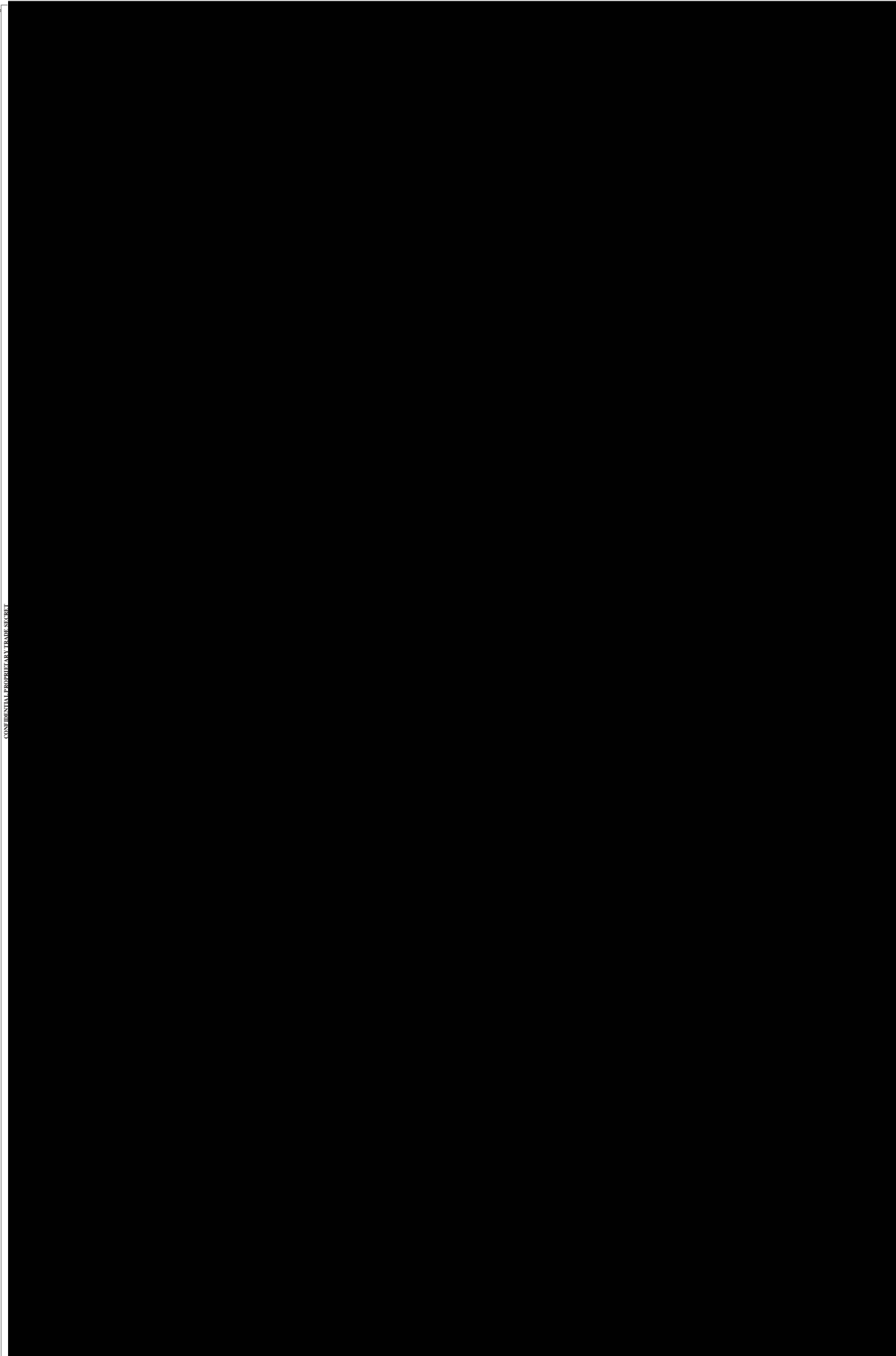


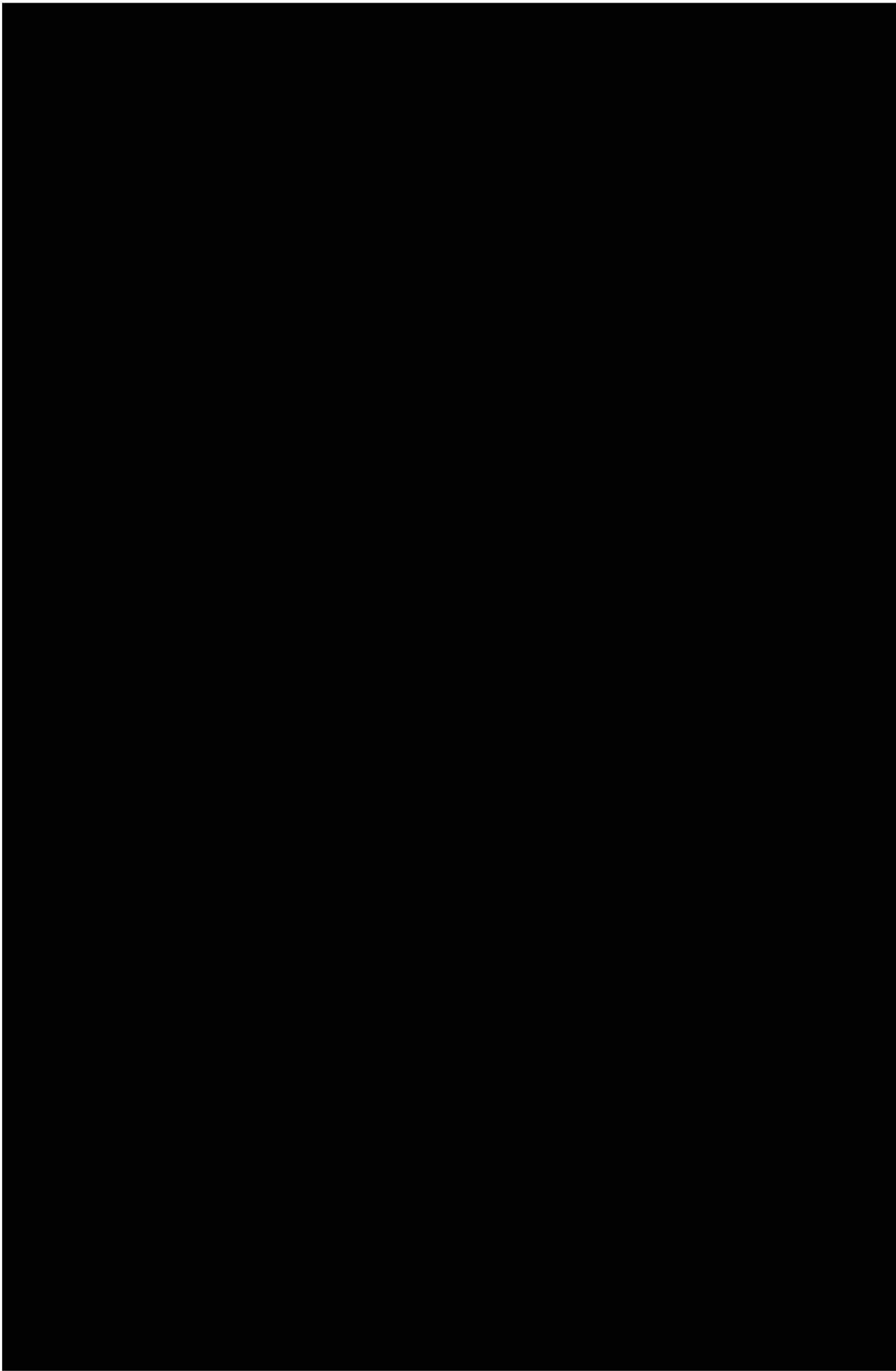




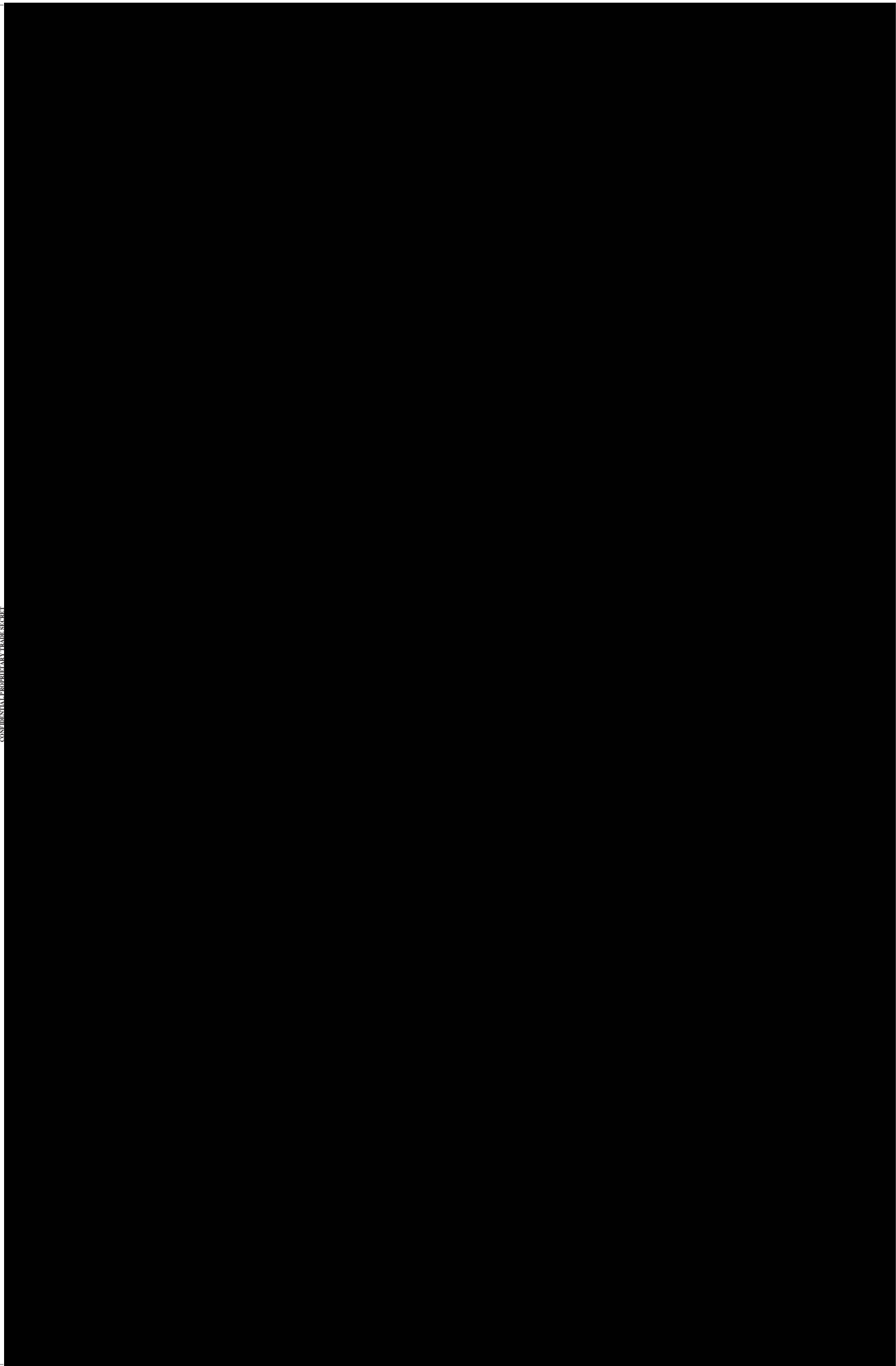


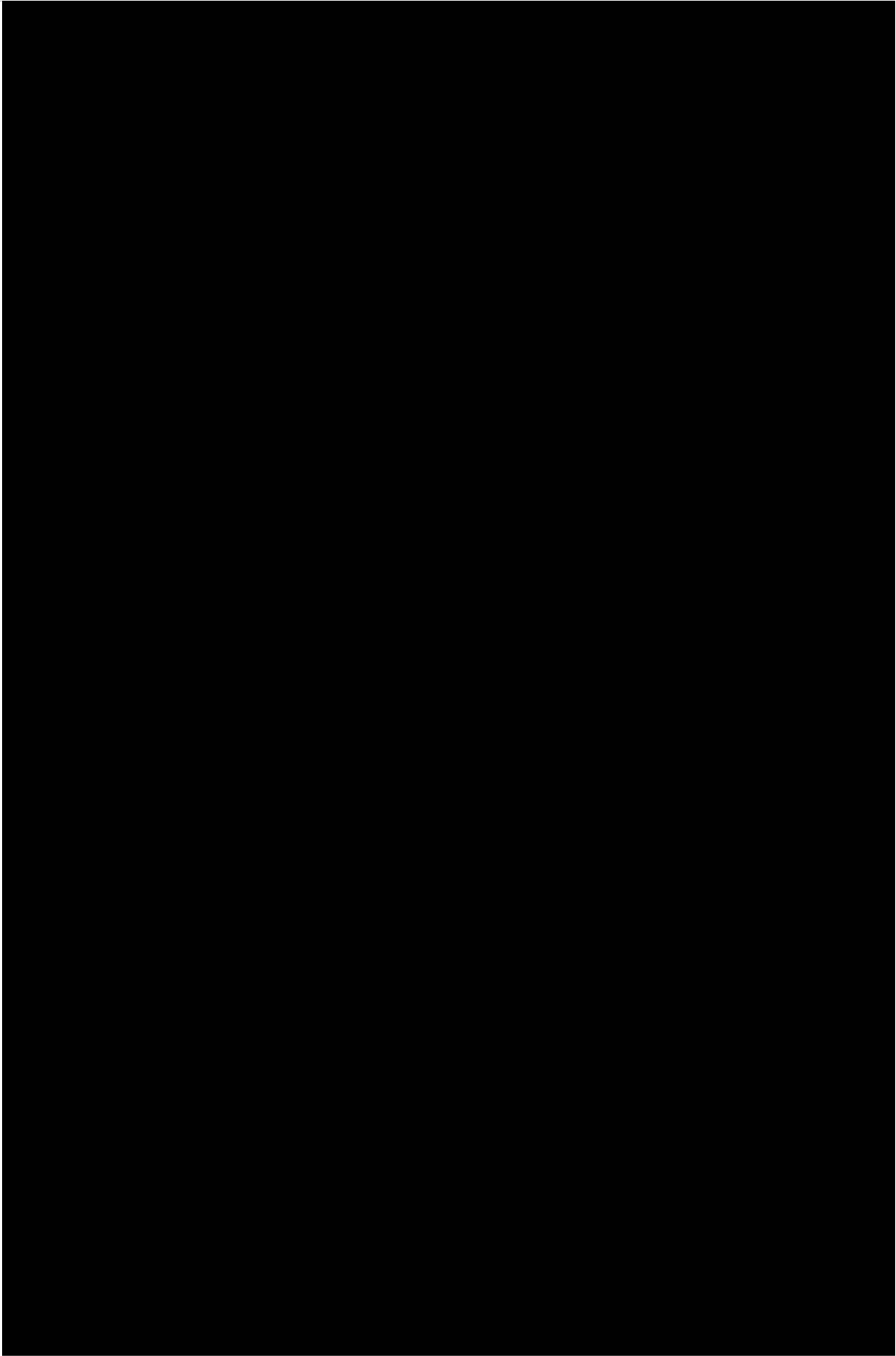
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KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

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APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

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APPLICATION FOR ENCROACHMENT PERMIT

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13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

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KENTUCKY TRANSPORTATION CABINET
Department of Highways
PERMITS BRANCH

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APPLICATION FOR ENCROACHMENT PERMIT

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APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: _____

SECTION 1: APPLICANT CONTACT INFORMATION

NAME Duke Energy	ADDRESS 139 E 4th St	CITY Cincinnati	
EMAIL N/A		STATE OH	ZIP 45202
CONTACT NAME 1 Casey Bloise (On behalf of Duke Energy)	EMAIL cebloise@burnsmcd.com	PHONE # 614-453-7827	
CONTACT NAME 2 (if applicable) Matthew Hughes	EMAIL Matthew.Hughes2@duke-energy.com	PHONE # 513-287-3026	
		CELL #	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS Turfway Rd.	CITY Erlanger	STATE Kentucky	ZIP 41018
COUNTY Boone	ROUTE # KY-717	MILE POINT 0.8-1.71 (see below)	LONGITUDE (X) various-(see below)
			LATITUDE (Y) various-(see below)

FOR KYTC USE ONLY

Permit Type: Air Right Entrance Utilities Vegetation Removal Other: _____

Location: Left Right Crossing

Access: Full Partial by Permit

SECTION 3: GENERAL DESCRIPTION OF WORK

Install 24" steel pipeline across Turfway Rd. via Auger bore. Encroach KYTC ROW for Turfway Road on routing for 24" steel pipeline. MP: 1.63-1.65, (84°37'48.8", 39°2'9.7"), Bored Crossing MP: 1.65, (84°37'50.39", 39°2'8.79"), ROW Encroachment MP: 1.68-1.71, (84°37'47.77", 39°2'10.53"), ROW Encroachment MP: 0.8, (84°38'34.96", 39°1'40.94"), ROW Encroachment

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

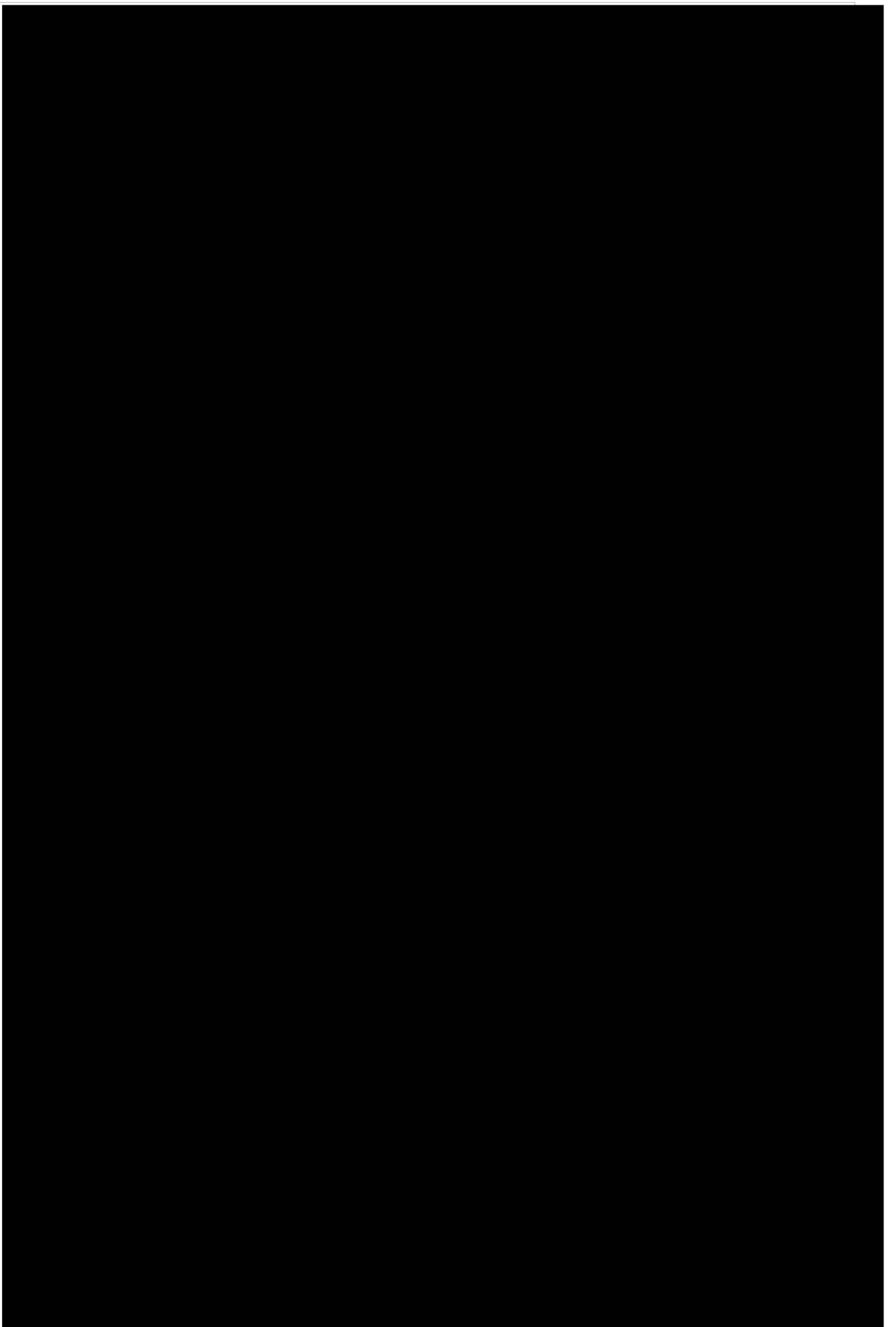
Casey Bloise

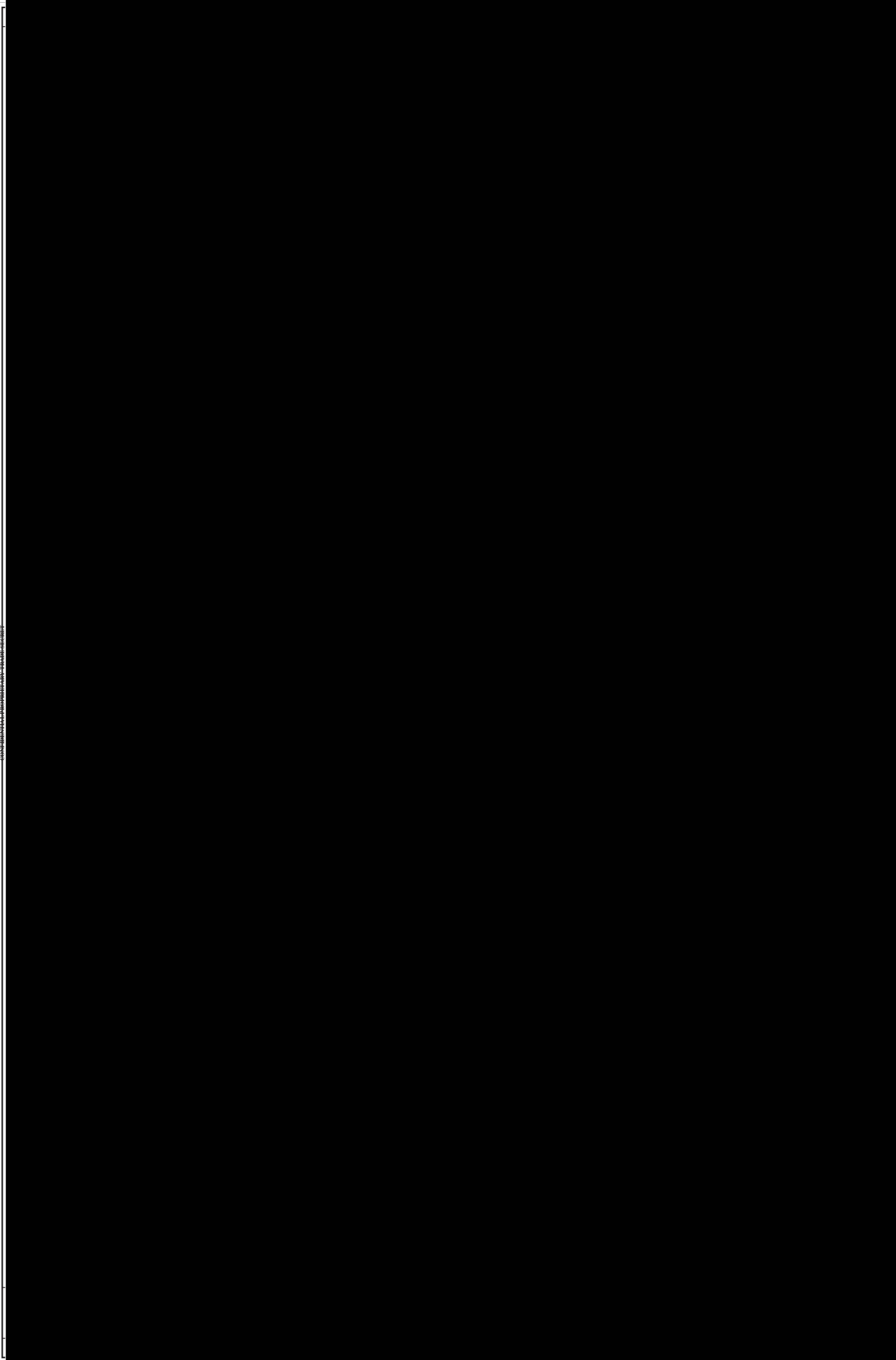
11-4-2019

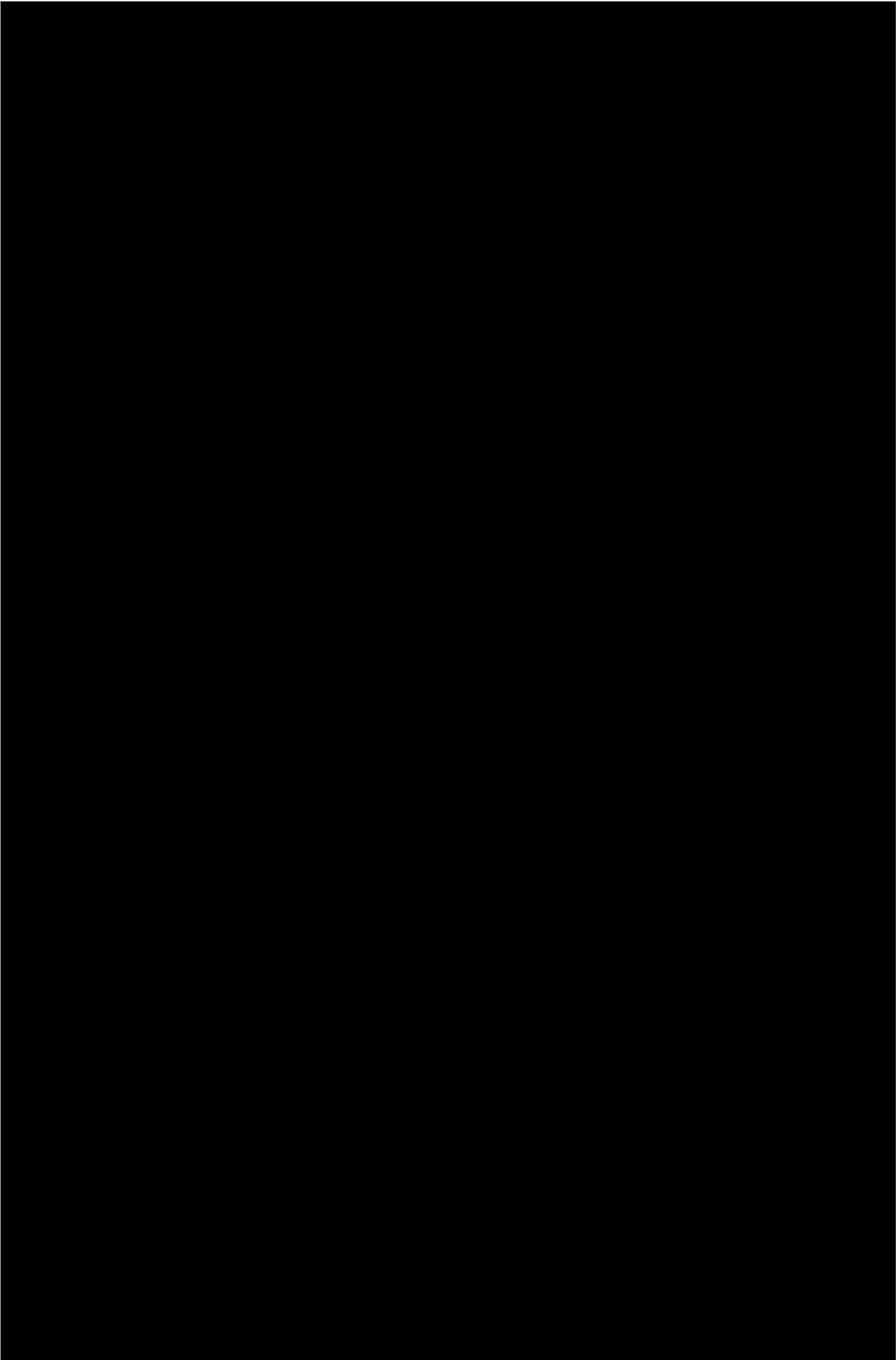
SIGNATURE

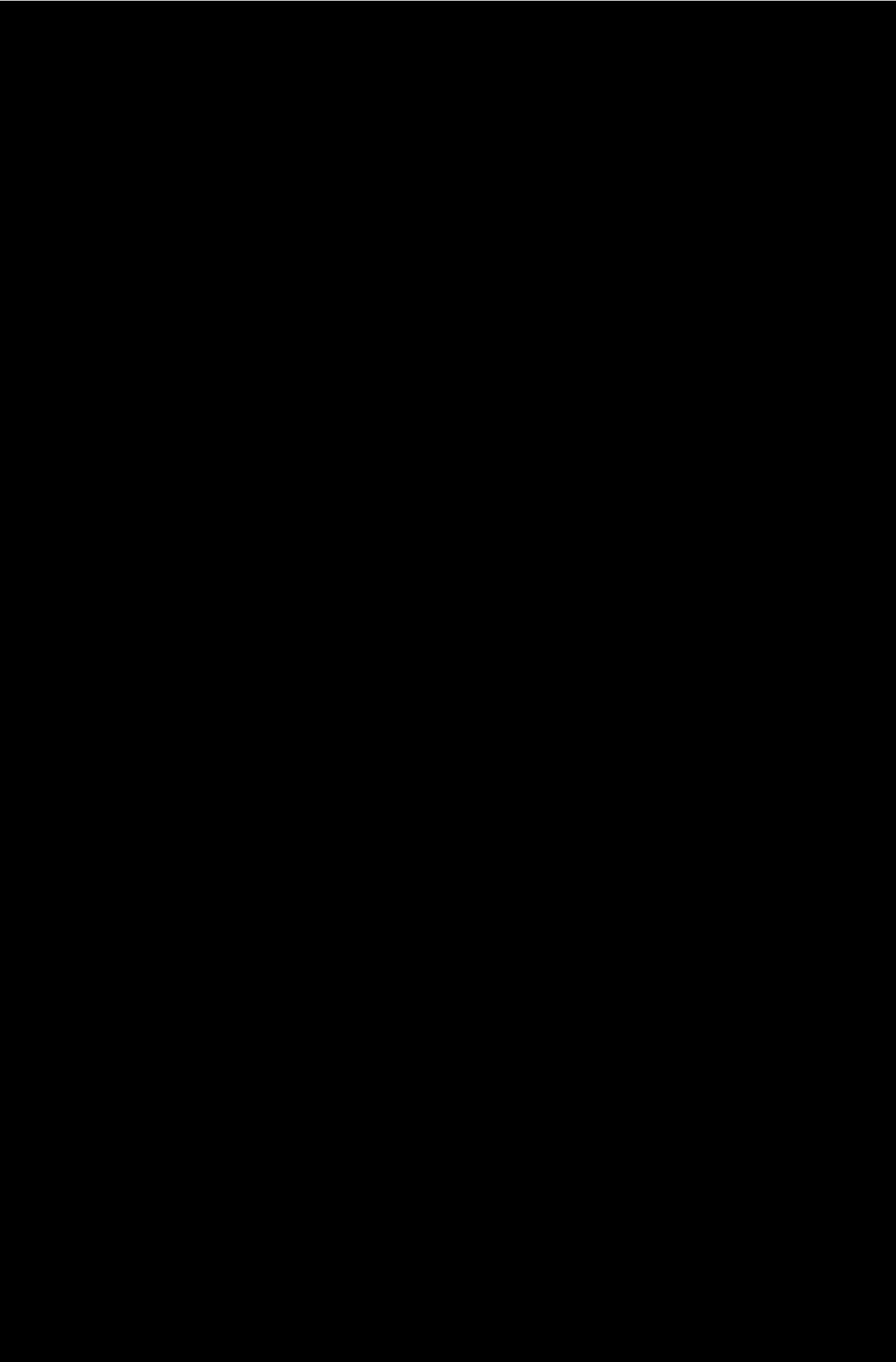
DATE

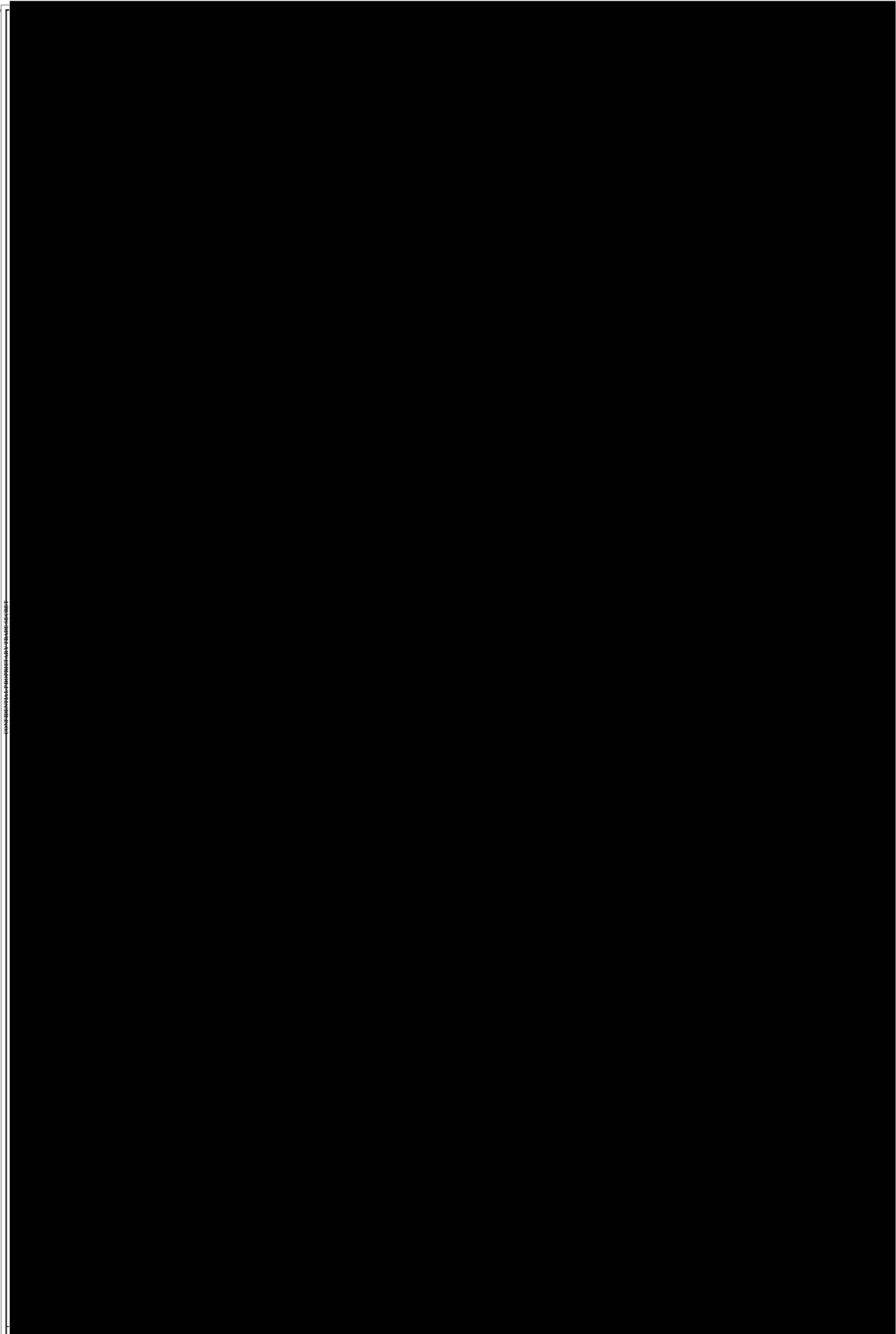
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APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

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APPLICATION FOR ENCROACHMENT PERMIT

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APPLICATION FOR ENCROACHMENT PERMIT

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Rev. 09/2018
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APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: _____

SECTION 1: APPLICANT CONTACT INFORMATION

NAME Duke Energy	ADDRESS 139 E 4th St	CITY Cincinnati	
EMAIL N/A		STATE OH	ZIP 45202
CONTACT NAME 1 Casey Bloise (On behalf of Duke Energy)	EMAIL cebloise@burnsmcd.com	PHONE # 614-453-7827	
CONTACT NAME 2 (if applicable) Matthew Hughes	EMAIL Matthew.Hughes2@duke-energy.com	PHONE # 513-287-3026	
		CELL #	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS O'hara Rd.	CITY Erlanger	STATE Kentucky	ZIP 41018
COUNTY Boone	ROUTE # KY-3147	MILE POINT 0.2	LONGITUDE (X) 84°38'13.496"
			LATITUDE (Y) 39°1'58.98"

FOR KYTC USE ONLY

Permit Type: Air Right Entrance Utilities Vegetation Removal Other: _____

Location: Left Right Crossing

Access: Full Partial by Permit

SECTION 3: GENERAL DESCRIPTION OF WORK

Install 24" steel pipeline across O'hara Rd. via Auger bore. Bore pits and construction crew operating within ROW during install of bored pipeline.

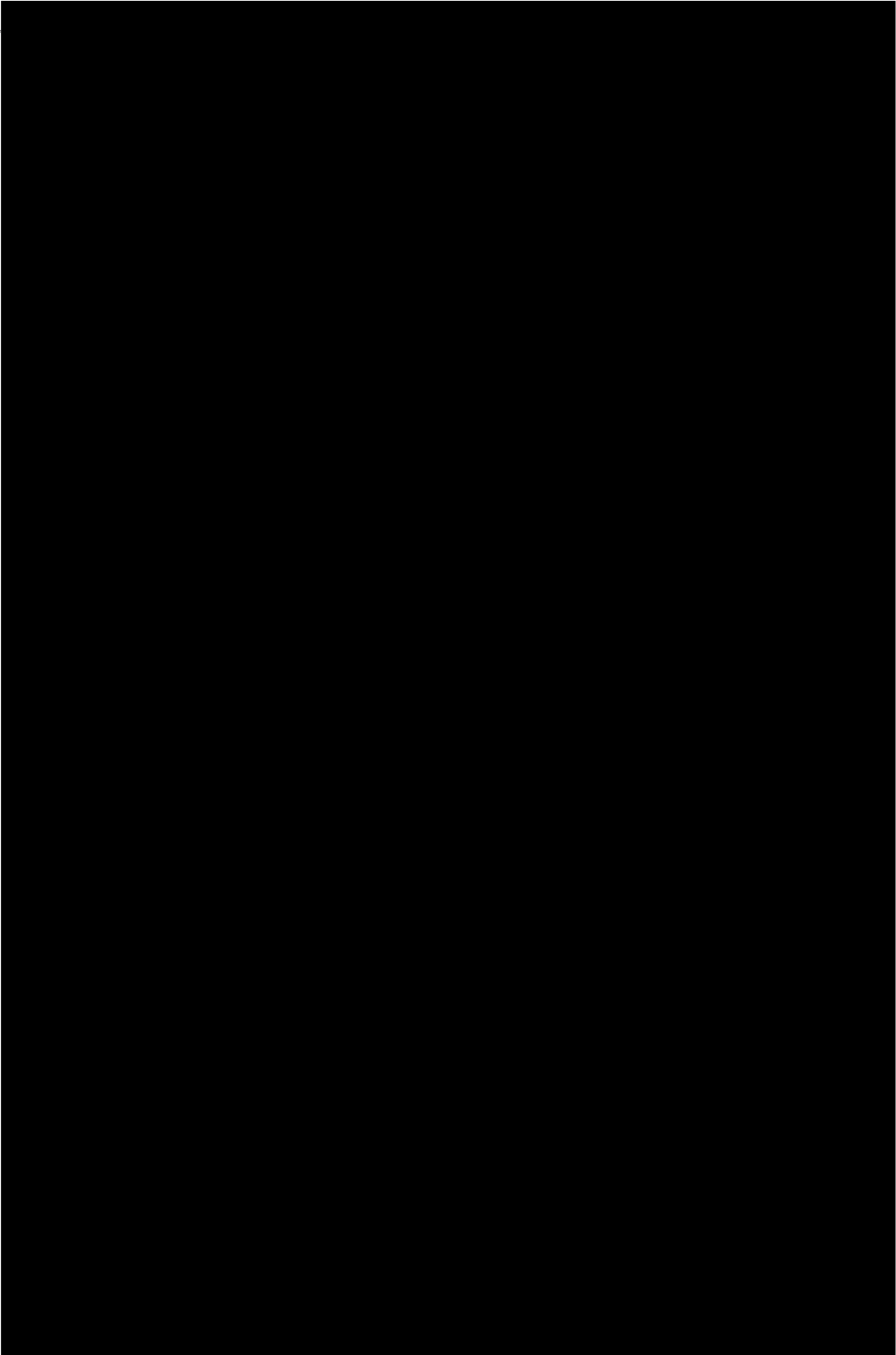
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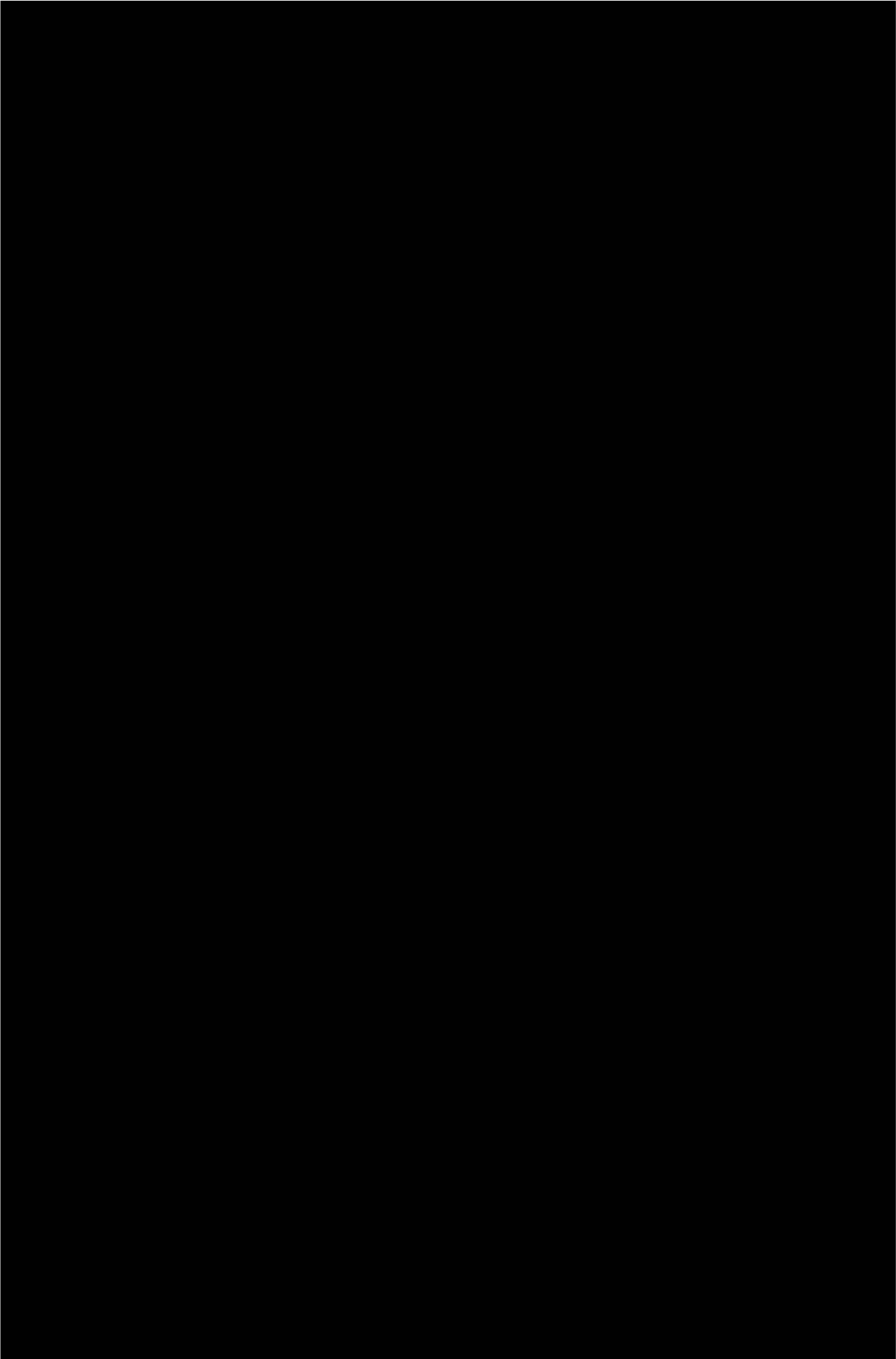
11-4-2019

SIGNATURE

DATE

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APPLICATION FOR ENCROACHMENT PERMIT

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MATTHEW G. BEVIN
GOVERNOR



CHARLES G. SNAVELY
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

ANTHONY R. HATTON
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

STREAM CONSTRUCTION PERMIT
For Construction In Or Along A Stream

Issued to: **Duke Energy Kentucky, Inc.**
Address: **139 East 4th Street**
Cincinnati, OH 45202
Attn.: **Bradley Seiter**

Permit expires on
September 24, 2020

Permit No. **29338P**

AI: **129933**

In accordance with KRS 151.250 and KRS 151.260, the Energy and Environment Cabinet approves the application dated **September 6, 2019** for installation of approximately **7.22 miles of 24" diameter natural gas pipeline with multiple creek crossings across the floodplains of Gunpowder Creek and Powder Creek by using open trenching and directional drilling methods, a new mainline valve facility, and two new pig launcher/receiver facilities, with coordinates starting on the southwest end at 38.999984°N, 84.703929°W and terminating on, the northeast end at 39.038682°N, 84.623839°W, near Florence in Boone County.**

There shall be no deviation from the plans and specifications submitted and hereby approved unless the proposed change shall first have been submitted to and approved in writing by the Cabinet. This approval is subject to the attached limitations. **Please read these limitations carefully!** If you are unable to adhere to these limitations for any reason, please contact this office prior to construction.

This permit is valid from the standpoint of stream obstruction only. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. Specifically if the project involves work in a stream, such as bank stabilization, dredging, relocation, or in designated wetlands, a 401 Water Quality Certification from the Division of Water will be required.

This permit is nontransferable and is not valid unless actual construction of this authorized work is begun prior to the expiration date noted above. Any violation of the Water Resources Act of 1966 as amended is subject to penalties as set forth in KRS 151.990.

If you have any questions regarding this permit, please call Kourosh Namin at 502-782-7025.

Issued September 24, 2019.

A handwritten signature in blue ink that reads "Ron Dutta".

Ron Dutta, P.E., Supervisor
Floodplain Management Section
Water Resources Branch
Division of Water

RD/KN/rd

pc: Florence Regional Office
Mark Martin – Boone County Floodplain Coordinator
Brad Seiter, Duke Energy
Amanda Palm, P.E.
File



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FINAL CONSTRUCTION REPORT

NAME: Duke Energy Corp

PERMIT NO: 29338P

AI NO: 129933, Activity ID: APE20190002

Has all work on this project been completed according to the plans and specifications on file with the Division of Water?

Yes: _____

No: _____ If no, explain. You may include attachments if necessary.

Mailing Instructions

- Fold the top edge of this page to the top edge of this box.
- Fold the bottom edge of the page up to meet the top fold and tape shut.
- Fill out return address portion
- Affix a stamp and mail.

Place
Stamp
Here

Floodplain Management Section
Division of Water
300 Sower Boulevard
Frankfort, KY 40601

Stream Construction Permit
Duke Energy Gas Pipeline - Boone Co
Facility Requirements
Permit Number: 29338P
Activity ID No.: APE20190002

PORT000000001 (AI: 129933 - Gas Pipeline) installation of approximately 7.22 miles of 24" diameter natural gas pipeline with multiple creek crossings across the floodplains of Gunpowder Creek and Powder Creek by using open trenching and directional drilling methods, a new mainline valve facility, and two new pig launcher/receiver facilities, with coordinates starting on the southwest end at 38.999984°N, 84.703929°W and terminating on, the northeast end at 39.038682°N, 84.623839°W, near Florence in Boone County:

Submittal/Action Requirements:

Condition No.	Condition
S-1	Duke Energy Kentucky, Inc, must submit final construction report within 90 days after completion of construction. Duke Energy Kentucky, Inc, must certify in writing that the project has been completed in accordance with the approved plans and specifications. A Final Construction Report Form is enclosed. [401 KAR 4:060 Section 6]

Narrative Requirements:

Condition No.	Condition
T-1	The issuance of this permit by the cabinet does not convey any property rights of any kind or any exclusive privilege. [KRS 151.250 & 401 KAR 4:060]
T-2	This permit is issued from the standpoint of stream obstruction only and does not constitute certification of any other aspect of the proposed construction. The applicant is liable for any damage resulting from the construction, operation, or maintenance of this project. This permit has been issued under the provisions of KRS Chapter 151.250 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. [KRS 151.250]
T-3	A copy of this permit must be available at the construction site. [KRS 151.250]
T-4	Any work performed by or for Duke Energy Kentucky, Inc, that does not fully conform to the submitted application or drawings and the limitations set forth in this permit, is subject to partial or total removal and enforcement actions pursuant to KRS 151.280 as directed by the Kentucky Department for Environmental Protection. [KRS 151.280]
T-5	Any design changes or amendments to the approved plans must be submitted to the Division of Water and approved in writing prior to implementation. [KRS 151.250]
T-6	Since Boone County participates in the National Flood Insurance Program, a local floodplain permit must be obtained prior to beginning of construction. Upon completion of construction Duke Energy Kentucky, Inc, must contact the local permitting agency for final approval of the construction for compliance with the requirements of the local floodplain ordinance. [401 KAR 4:060 Section 9(c)]

Stream Construction Permit
Duke Energy Gas Pipeline - Boone Co
Facility Requirements
Permit Number: 29338P
Activity ID No.: APE20190002

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Narrative Requirements:

Condition No.	Condition
T-7	For directional drilling areas disturbed by the boring equipment in the regulatory floodplain, on both banks shall be restored to its approximate original ground surface level. [401 KAR 4:060]
T-8	To prevent collapse of the stream bed, sufficient cover shall be maintained between the channel bottom and the bore hole tunnel for directional drilling method. [401 KAR 4:060]
T-9	The permittee must obtain a Water Quality Certification (or a determination that none is required) through the Division of Water, Water Quality Branch before beginning construction. Contact the Water Quality Certification Supervisor at (502) 564-3410. [KRS 224.16-050 & Clean Water Act Section 401]
T-10	Erosion prevention measures, sediment control measures, and other site management practices shall be designed, installed, and maintained in an effective operating condition to prevent migration of sediment off site. [KRS 224.70-110]
T-11	To avoid secondary adverse impacts, all materials used shall be stable and inert, free from pollutants and floatable objects, and shall meet all appropriate engineering standards. (Inert here means materials that are not chemically reactive and that will not rot or decompose, such as soil, rock, broken concrete or similar materials.). [401 KAR 4:060 Section 7]
T-12	All debris and excess material shall be removed for disposal outside of the base floodplain. [401 KAR 4:060]
T-13	Upon completion of construction all disturbed areas shall be seeded and mulched or otherwise stabilized to prevent erosion. [401 KAR 4:060]
T-14	The entry of mobile equipment into the stream channel shall be limited as much as reasonably possible to minimize degradation of the waters of the Commonwealth. [401 KAR 4:060]
T-15	Construction other than as authorized by this permit shall require written approval from the Division of Water. [401 KAR 4:060]
T-16	The existing stream flow shall be maintained at all times during construction using standard flow diversion or pump around methods. Cofferdams or other structures placed in the stream shall be removed immediately if adverse flooding conditions result or if a flooding event is imminent. [401 KAR 4:060 Section 4]

Stream Construction Permit
Duke Energy Gas Pipeline - Boone Co
Facility Requirements
Permit Number: 29338P
Activity ID No.:APE20190002

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Narrative Requirements:

Condition No.	Condition
T-17	The Sub-fluvial crossing must meet the following criteria whichever is applicable: (1) During the construction of the crossing, no material may be placed in the stream or in the flood plain of the stream to form construction pads, coffer dams, access roads, etc., unless prior approval has been obtained from the cabinet. (2) The trench shall be backfilled as closely as possible to the original contour. All excess material from construction of the trench shall be disposed of outside of the flood plain unless the applicant has received prior approval from the cabinet to fill within the flood plain. (3) For subfluvial crossings of erodible channels, there shall be at least thirty (30) inches clear to the top of the pipe or conduit at all points. (4) For subfluvial crossings of nonerodible channels, there shall be at least six (6) inches of clear cover above the top of the pipe or conduit at all points, and the pipe or conduit shall be encased on all sides by at least six (6) inches of concrete. (5) The weight of a pipe and its contents during normal operating conditions at all points must exceed that of an equal volume of water, or the applicant must provide the division with sufficient information to show that the pipe and joints have sufficient strength. [401 KAR 4:050 Section 2]

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, LOUISVILLE DISTRICT
600 DR. MARTIN LUTHER KING JR PL
LOUISVILLE, KY 40202

October 17, 2019

Regulatory Division
North Branch
ID No. LRL-2019-790-cat

Mr. Bradley Seiter
Duke Energy Kentucky, Inc.
139 East Fourth Street, Room EX460A
Cincinnati, Ohio 45202

Dear Mr. Seiter:

This is in response to a request for authorization submitted on your behalf by Stantec Consulting Services, Inc. (agent) to temporarily discharge 44.1 cubic yards of fill material into 1,065 linear feet of stream and 0.113 acres of wetland at 18 separate locations for the installation of a 24 inch diameter natural gas pipeline. The information supplied by your agent was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 404 of the Clean Water Act.

Your projects are considered a discharge of backfill or bedding material for utility lines. The projects are authorized under the provisions of 33 CFR 330 Nationwide Permit (NWP) No. 12, Utility Line Activities, as published in the Federal Register January 6, 2017. Under the provisions of this authorization you must comply with the enclosed Terms and General Conditions for Nationwide Permit No. 12.

You must also contact the Kentucky Division of Water (KDOW), to verify that your project is covered by the enclosed Water Quality Certification (WQC) Conditions for Nationwide Permit No. 12. You may contact them directly at the following address:

Kentucky Energy & Environment Cabinet
Department for Environmental Protection
Division of Water
300 Sower Boulevard
Frankfort, Kentucky 40601
Telephone: (502) 564-2150
Email: 401WQC@ky.gov

This verification is valid until March 18, 2022. The enclosed Compliance Certification must be submitted to the District Engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later. Note that we also perform periodic inspections to ensure compliance with our permit conditions



and applicable Federal laws. A copy of this letter will be forwarded to your agent and to the KDOW.

If you have any questions, please contact us by writing to the District Regulatory Office at the above address, ATTN: CELRL-Choose an item, or contact me directly at 502-315-6690 or Cody.a.Thayer@usace.army.mil. Any correspondence on this matter should refer to our ID Number LRL-2019-790-cat.

Sincerely,

Original Signed

Cody Thayer
Project Manager, North Branch
Regulatory Division

Enclosures

Boone County, Kentucky Encroachment Permit Application

Date 11/4/2019

Applicant Name: Duke Energy

Contact Person: Casey Bloise (on behalf of Duke Energy)

Address: 530 W. Spring St.

Phone: 614-453-7827

City, State, Zip: Columbus, OH 43215

Email: cebloise@burnsmcd.com

Phone: 614-453-7827

Type of Encroachment

- Industrial Entrance
- Commercial Entrance
- Residential Entrance
- Farm Entrance
- Utility Encroachment Underground Overhead
- Other (Specify) _____

Encroachment Location Aero Pkwy. and Zig Zag Rd. Connection-Mile 1.1 Aero Rd.

Description of Work to be Completed Installing a 24" steel pipeline and associated route along Zig Zag Rd. is on Boone Dr. property.

Associated construction vehicles will be encroaching ROW while work is taking place.

Separate Attached Drawings Required for All Encroachments Other than Residential

Application Fee: Industrial Entrance - \$400.00 ea
 Commercial Entrance - \$200.00 ea
 All Other Entrances – Free
 Utility encroachment - Free

Make checks payable to the Boone County Fiscal Court

Return completed application and fee to: Boone County Public Works
 5645 Idlewild Rd.
 Burlington, KY 41005

CONFIDENTIAL PROPRIETARY TRADE SECRET

The applicant agrees to the following terms and conditions:

1. The applicant shall comply with and is bound by the requirements of the Boone County Public Works Department's Regulations.
2. Applicant agrees that if the Department determines that vehicular capacity deficiencies or over capacity conditions develop as a result of the installation and use of this facility, the applicant shall adjust, relocate or reconstruct the facilities and/or provide and bear the expense for signs, storage lanes of other corrective measures reasonably deemed necessary by the Department and set forth in the Department's Regulations within a reasonable length of time after receipt of written notice regarding such adjustments, relocation, additions modifications and/or corrective measures, such time to be specified in the notice.
3. The said encroachment will not infringe on the frontage rights of an abutting owner without written consent of the said owner as hereto: "I (we) consent to the granting of attached permit."
_____ Date _____ (This does not apply to utilities which serve the general public.)
4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
5. A plan prepared by Burns & McDonnell and dated 10/23/19 is attached hereto and made a part hereof, which describes the facilities to be constructed by the applicant for which facilities this permit is granted. The applicant agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the applicant shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
6. Applicant shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
7. Applicant shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the applicant pursuant to this permit, due to any negligent act or omission by the applicant, its servants, agents employees or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.
8. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the applicant in writing to remove from the right-of-way nay facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Department may cause same to be removed, and the costs thereof shall be charged to the applicant.
9. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the applicant to make contact the Inspection Services Division of the Boone County Public Works Department.
10. This permit does not alleviate any requirements of any other government agency.
11. Applicant agrees to keep the priority route in which this permit was issued clear of dirt, mud and debris during construction and for the life of this permit.
12. This application will become void 1 year from applicant signature date. Applicant must contact Engineering Services when the work is complete. (859) 334-3600.

Applicant Signature Casey Blaise

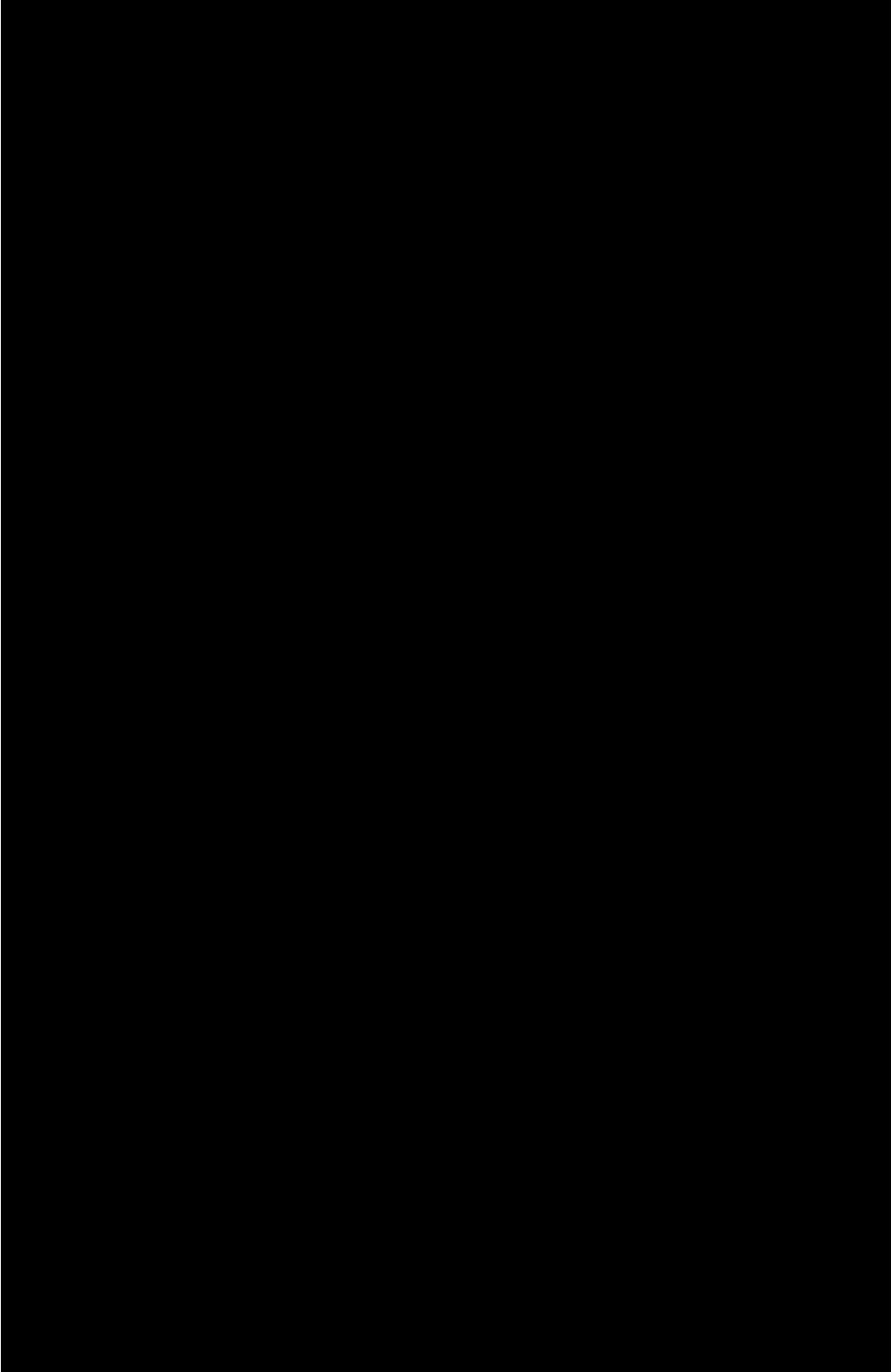
Date 11/4/19

Approval _____

Date _____

Release Date _____

Permit No. _____



Boone County, Kentucky Encroachment Permit Application

Date 11/4/2019

Applicant Name: Duke Energy

Contact Person: Casey Bloise (on behalf of Duke Energy)

Address: 530 W. Spring St.

Phone: 614-453-7827

City, State, Zip: Columbus, OH 43215

Email: cebloise@burnsmcd.com

Phone: 614-453-7827

Type of Encroachment

- Industrial Entrance
- Commercial Entrance
- Residential Entrance
- Farm Entrance
- Utility Encroachment Underground Overhead
- Other (Specify) _____

Encroachment Location Camp Ernst (CR-1001)-MP .05

Description of Work to be Completed Installing a 16" steel pipeline via auger bore across Camp Ernst Rd.

Associated construction vehicles will be encroaching ROW while work is taking place.

Separate Attached Drawings Required for All Encroachments Other than Residential

Application Fee:

- Industrial Entrance - \$400.00 ea
- Commercial Entrance - \$200.00 ea
- All Other Entrances – Free
- Utility encroachment - Free

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 _____ Date _____ (This does not apply to utilities which serve the general public.)
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5. A plan prepared by Burns & McDonnell and dated 10/23/19 is attached hereto and made a part hereof, which describes the facilities to be constructed by the applicant for which facilities this permit is granted. The applicant agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the applicant shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
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Applicant Signature Cassey Blaise

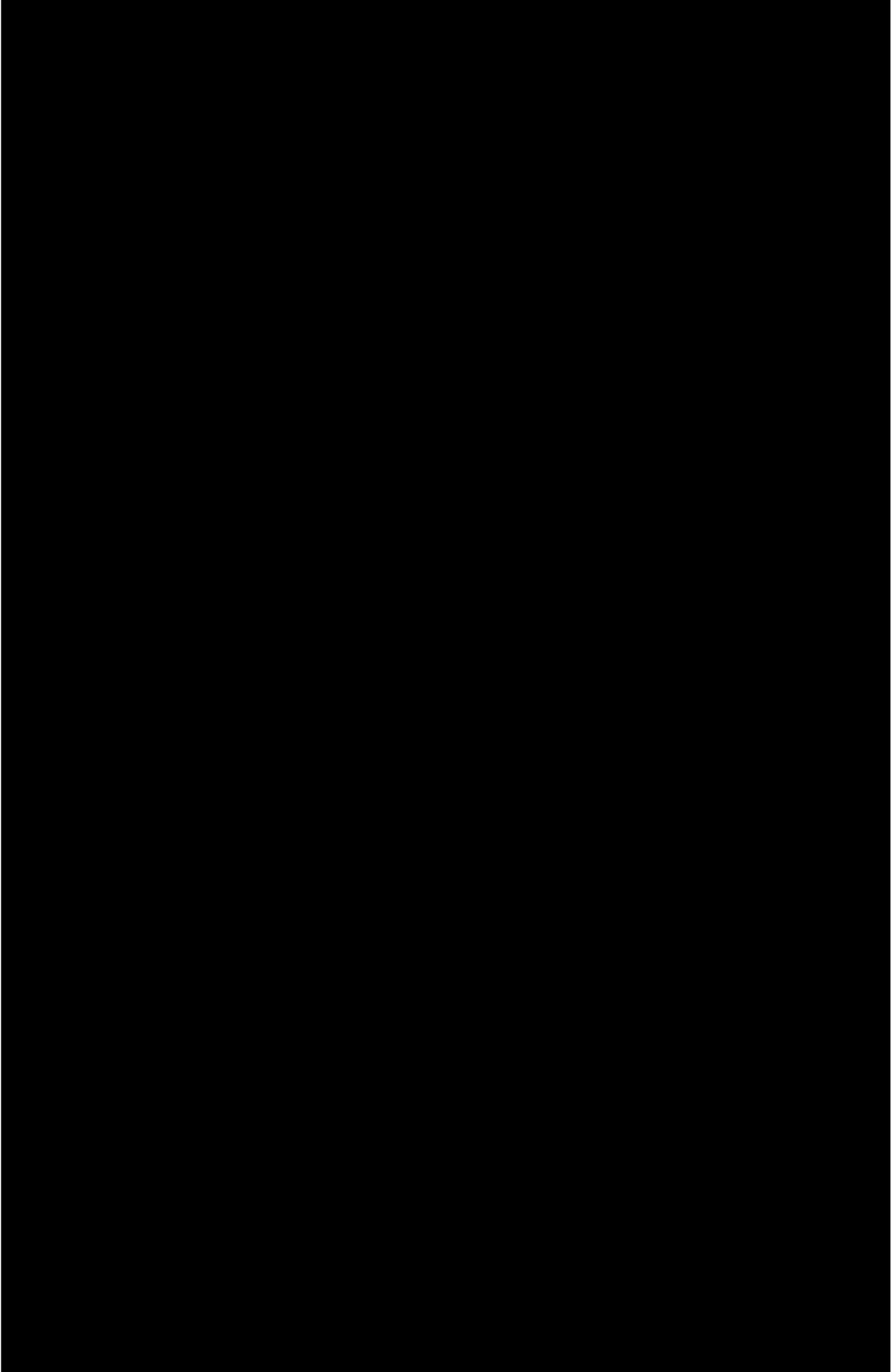
Date 11/4/19

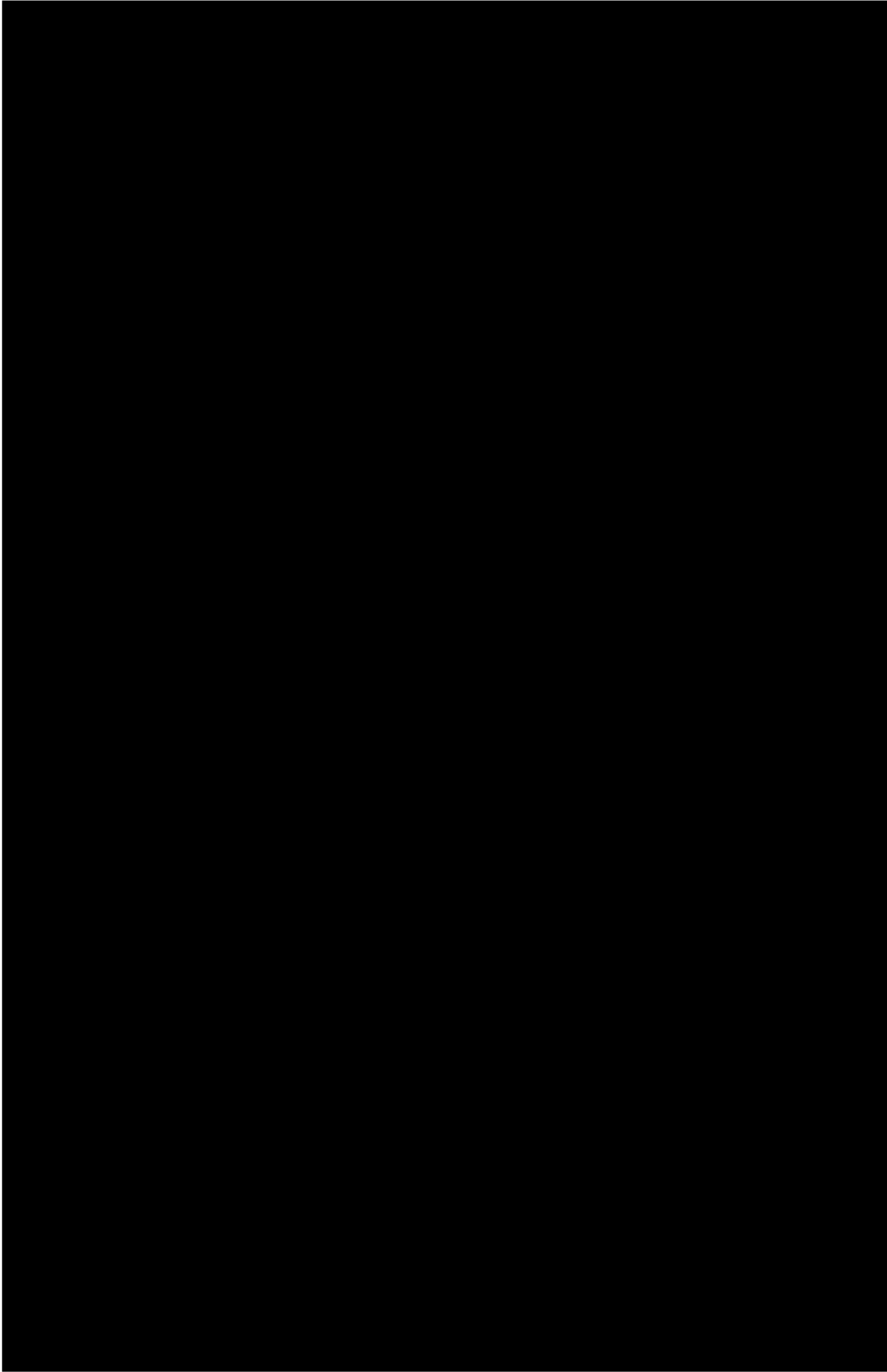
Approval _____

Date _____

Release Date _____

Permit No. _____





Boone County, Kentucky Encroachment Permit Application

Date 11/4/2019

Applicant Name: Duke Energy

Contact Person: Casey Bloise (on behalf of Duke Energy)

Address: 530 W. Spring St.

Phone: 614-453-7827

City, State, Zip: Columbus, OH 43215

Email: cebloise@burnsmcd.com

Phone: 614-453-7827

Type of Encroachment

- Industrial Entrance
- Commercial Entrance
- Residential Entrance
- Farm Entrance
- Utility Encroachment Underground Overhead
- Other (Specify) _____

Encroachment Location Limaburg Creek Rd. (CR-1065): MP 0.25

Description of Work to be Completed Installing a 24" steel pipeline via auger bore across Limaburg Creek Rd.

Associated construction vehicles will be encroaching ROW while work is taking place.

Separate Attached Drawings Required for All Encroachments Other than Residential

Application Fee: Industrial Entrance - \$400.00 ea
Commercial Entrance - \$200.00 ea
All Other Entrances – Free
Utility encroachment - Free

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5645 Idlewild Rd.
Burlington, KY 41005

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2. Applicant agrees that if the Department determines that vehicular capacity deficiencies or over capacity conditions develop as a result of the installation and use of this facility, the applicant shall adjust, relocate or reconstruct the facilities and/or provide and bear the expense for signs, storage lanes of other corrective measures reasonably deemed necessary by the Department and set forth in the Department's Regulations within a reasonable length of time after receipt of written notice regarding such adjustments, relocation, additions modifications and/or corrective measures, such time to be specified in the notice.
3. The said encroachment will not infringe on the frontage rights of an abutting owner without written consent of the said owner as hereto: "I (we) consent to the granting of attached permit."
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4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
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6. Applicant shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
7. Applicant shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the applicant pursuant to this permit, due to any negligent act or omission by the applicant, its servants, agents employees or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.
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Applicant Signature Casey Blaise

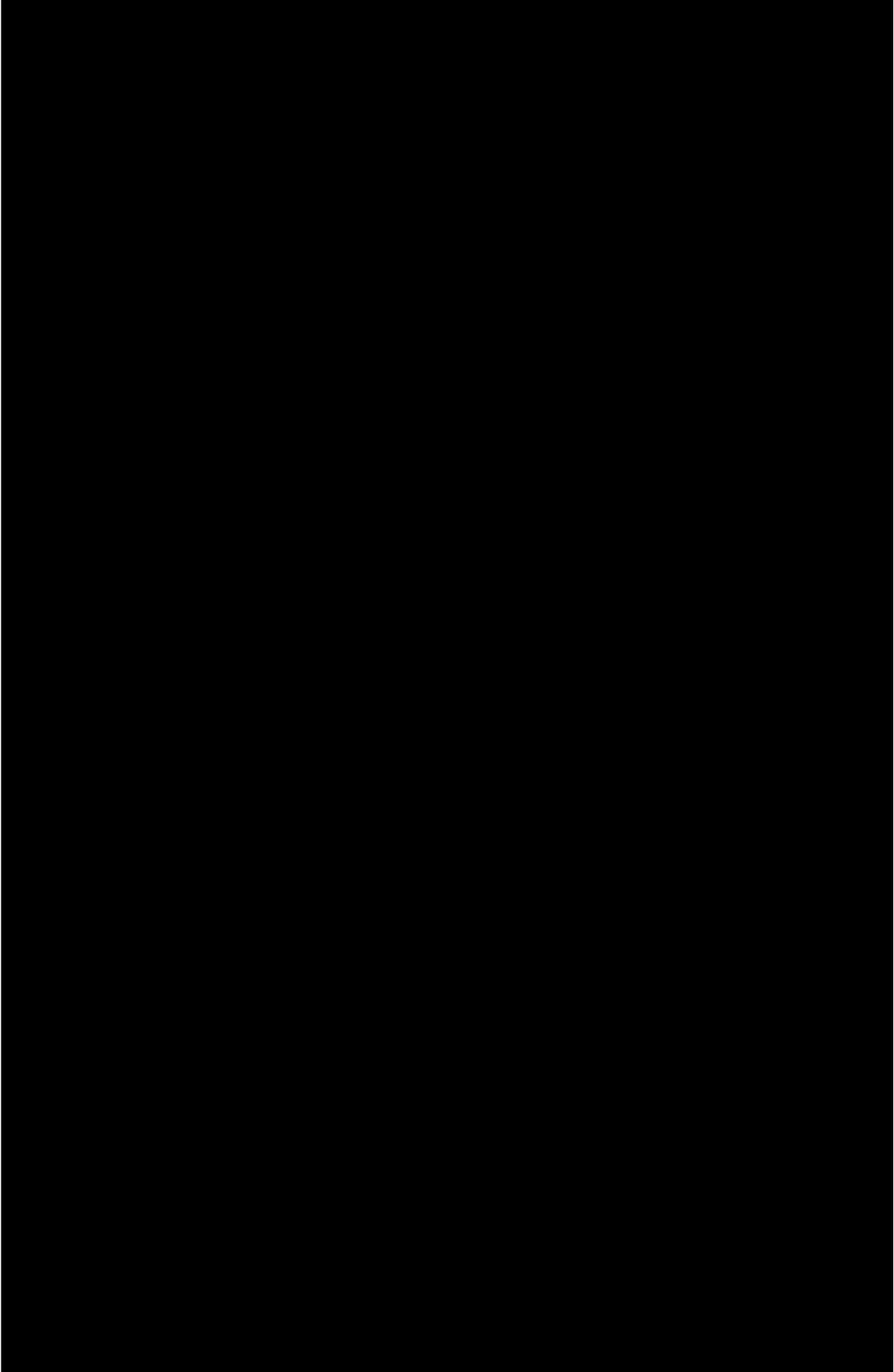
Date 11/4/19

Approval _____

Date _____

Release Date _____

Permit No. _____



Boone County, Kentucky Encroachment Permit Application

Date 11/4/2019

Applicant Name: Duke Energy

Contact Person: Casey Bloise (on behalf of Duke Energy)

Address: 530 W. Spring St.

Phone: 614-453-7827

City, State, Zip: Columbus, OH 43215

Email: cebloise@burnsmcd.com

Phone: 614-453-7827

Type of Encroachment

- Industrial Entrance
- Commercial Entrance
- Residential Entrance
- Farm Entrance
- Utility Encroachment Underground Overhead
- Other (Specify) _____

Encroachment Location Limaburg Rd. (CR-1042A)-MP 0.274

Description of Work to be Completed Installing a 24" steel pipeline via auger bore under the road.

Associated construction vehicles will be encroaching ROW while work is taking place.

Separate Attached Drawings Required for All Encroachments Other than Residential

Application Fee: Industrial Entrance - \$400.00 ea
 Commercial Entrance - \$200.00 ea
 All Other Entrances – Free
 Utility encroachment - Free

Make checks payable to the Boone County Fiscal Court

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12. This application will become void 1 year from applicant signature date. Applicant must contact Engineering Services when the work is complete. (859) 334-3600.

Applicant Signature Casey Blaise

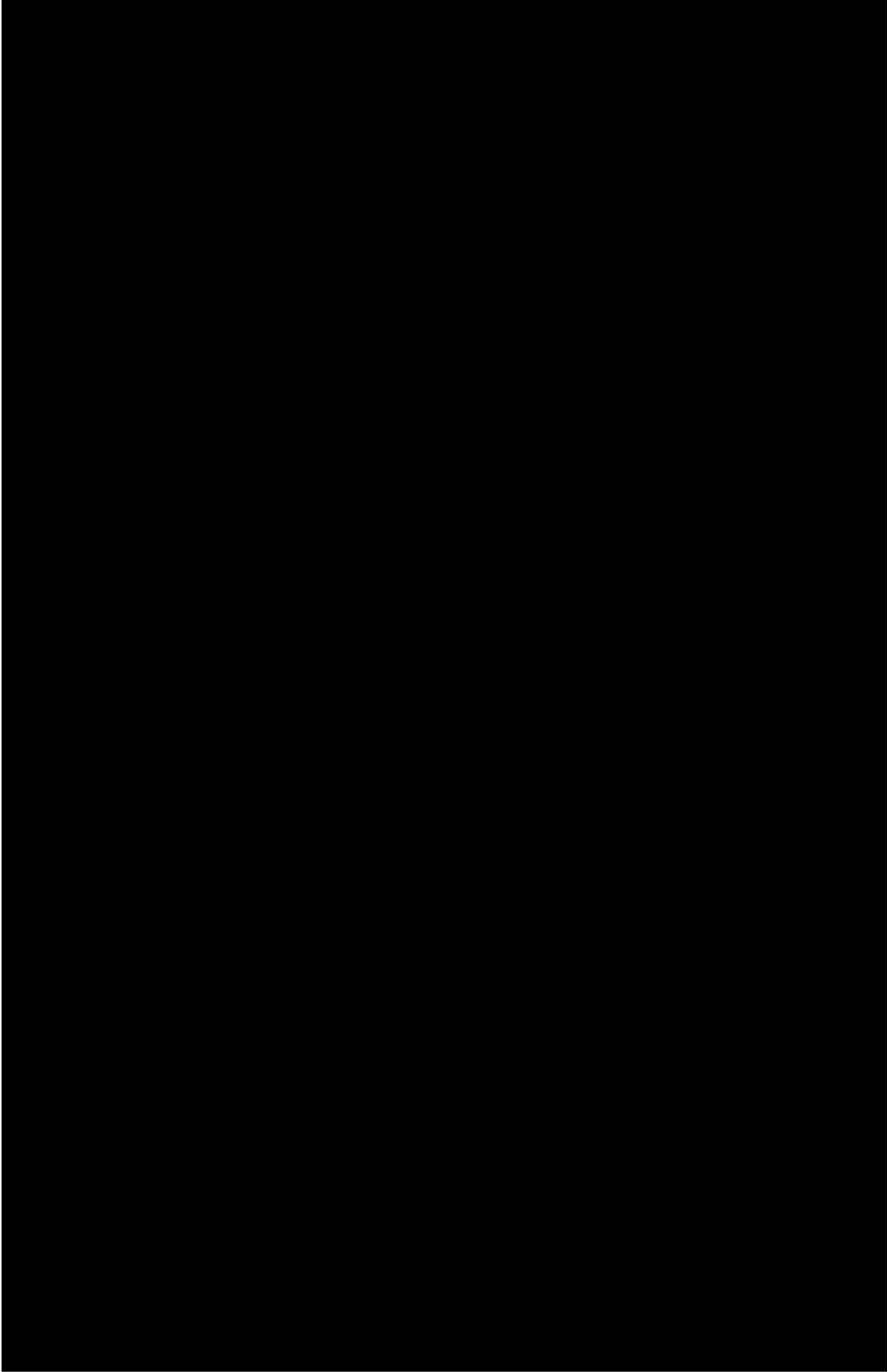
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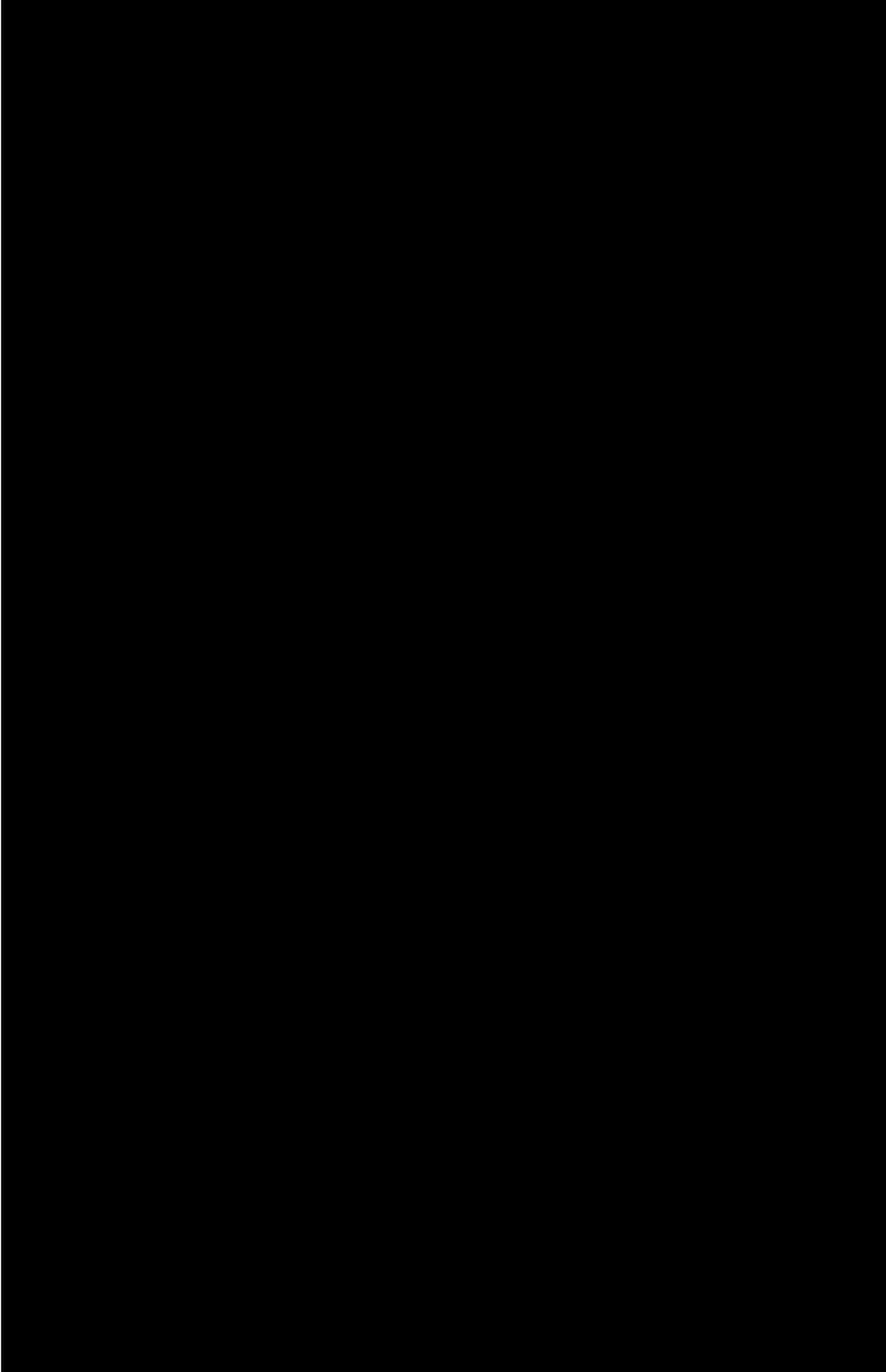
Approval _____

Date _____

Release Date _____

Permit No. _____





Boone County, Kentucky Encroachment Permit Application

Date 11/4/2019

Applicant Name: Duke Energy

Contact Person: Casey Bloise (on behalf of Duke Energy)

Address: 530 W. Spring St.

Phone: 614-453-7827

City, State, Zip: Columbus, OH 43215

Email: cebloise@burnsmcd.com

Phone: 614-453-7827

Type of Encroachment

- Industrial Entrance
- Commercial Entrance
- Residential Entrance
- Farm Entrance
- Utility Encroachment Underground Overhead
- Other (Specify) _____

Encroachment Location Patrick Dr. (CR-1001)-MP .5-.75

Description of Work to be Completed Installing a 24" steel pipeline and associated route down Patrick Dr. is on Boone Dr. property.

Associated construction vehicles will be encroaching ROW while work is taking place.

Separate Attached Drawings Required for All Encroachments Other than Residential

Application Fee: Industrial Entrance - \$400.00 ea
 Commercial Entrance - \$200.00 ea
 All Other Entrances – Free
 Utility encroachment - Free

Make checks payable to the Boone County Fiscal Court

Return completed application and fee to: Boone County Public Works
 5645 Idlewild Rd.
 Burlington, KY 41005

CONFIDENTIAL PROPRIETARY TRADE SECRET

The applicant agrees to the following terms and conditions:

1. The applicant shall comply with and is bound by the requirements of the Boone County Public Works Department's Regulations.
2. Applicant agrees that if the Department determines that vehicular capacity deficiencies or over capacity conditions develop as a result of the installation and use of this facility, the applicant shall adjust, relocate or reconstruct the facilities and/or provide and bear the expense for signs, storage lanes of other corrective measures reasonably deemed necessary by the Department and set forth in the Department's Regulations within a reasonable length of time after receipt of written notice regarding such adjustments, relocation, additions modifications and/or corrective measures, such time to be specified in the notice.
3. The said encroachment will not infringe on the frontage rights of an abutting owner without written consent of the said owner as hereto: "I (we) consent to the granting of attached permit."
_____ Date _____ (This does not apply to utilities which serve the general public.)
4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
5. A plan prepared by Burns & McDonnell and dated 10/23/19 is attached hereto and made a part hereof, which describes the facilities to be constructed by the applicant for which facilities this permit is granted. The applicant agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the applicant shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
6. Applicant shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
7. Applicant shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the applicant pursuant to this permit, due to any negligent act or omission by the applicant, its servants, agents employees or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.
8. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the applicant in writing to remove from the right-of-way nay facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Department may cause same to be removed, and the costs thereof shall be charged to the applicant.
9. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the applicant to make contact the Inspection Services Division of the Boone County Public Works Department.
10. This permit does not alleviate any requirements of any other government agency.
11. Applicant agrees to keep the priority route in which this permit was issued clear of dirt, mud and debris during construction and for the life of this permit.
12. This application will become void 1 year from applicant signature date. Applicant must contact Engineering Services when the work is complete. (859) 334-3600.

Applicant Signature Casey Boise

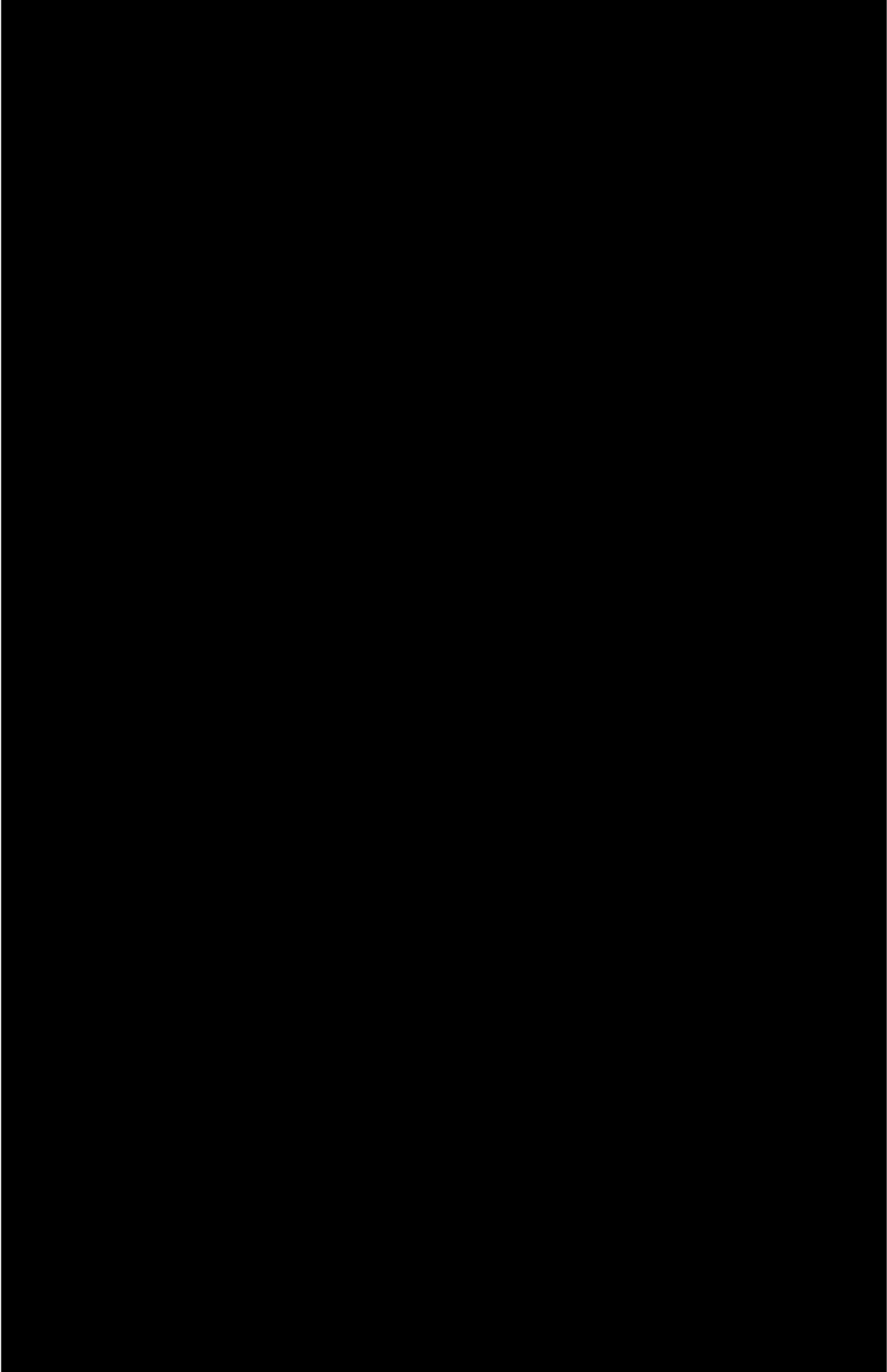
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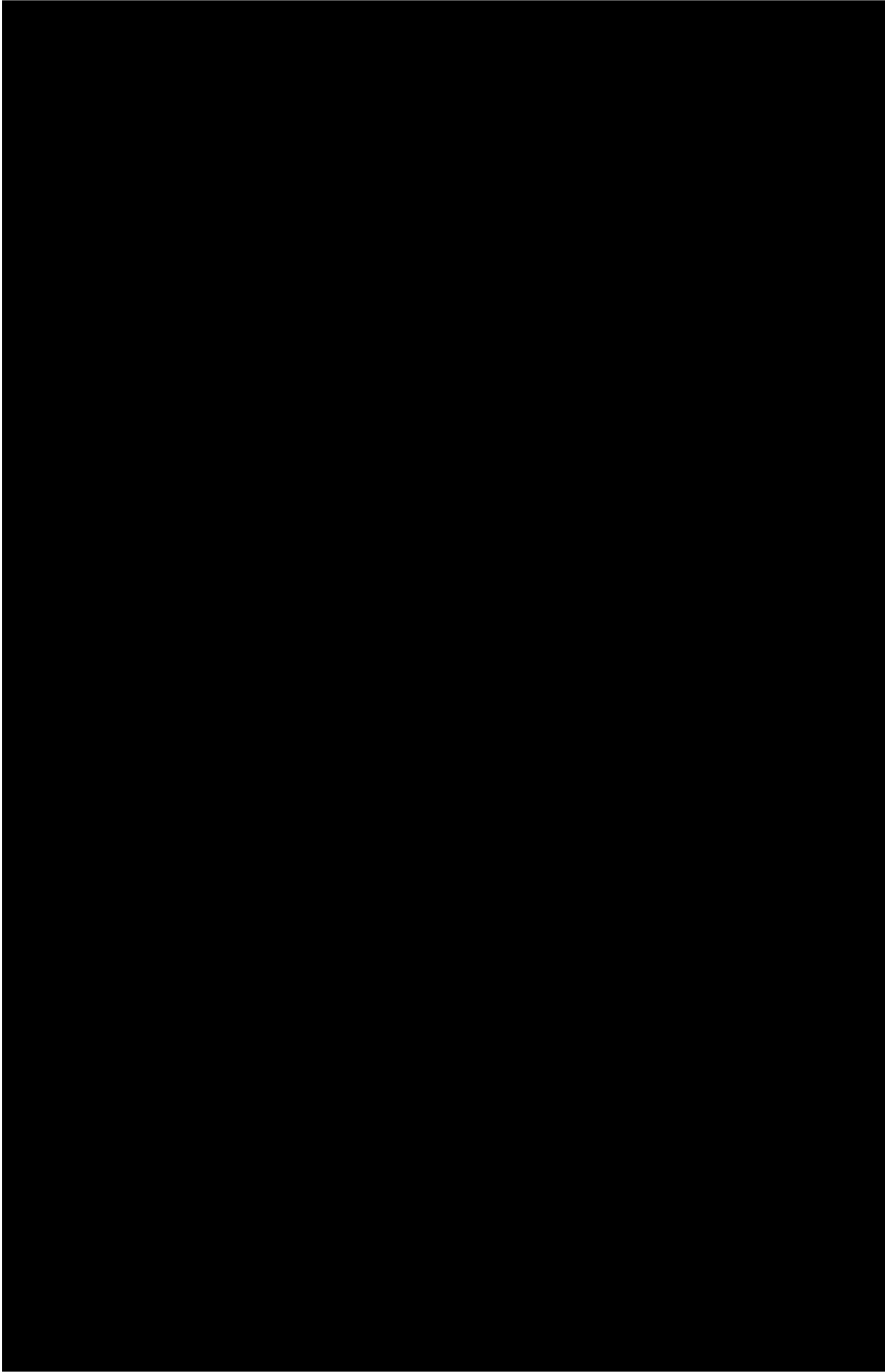
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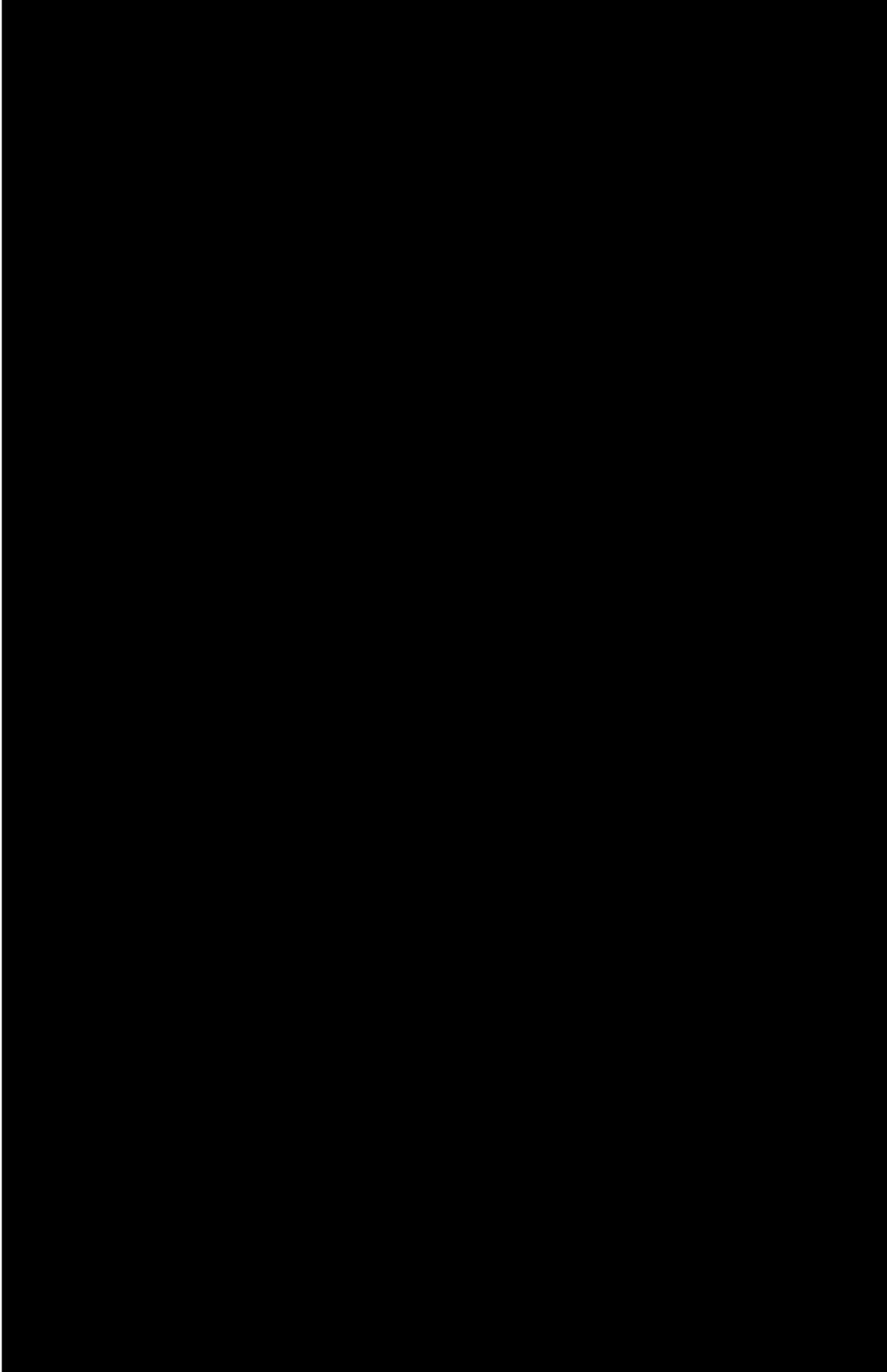
Date _____

Release Date _____

Permit No. _____







Boone County, Kentucky Encroachment Permit Application

Date 11/4/2019

Applicant Name: Duke Energy

Contact Person: Casey Bloise (on behalf of Duke Energy)

Address: 530 W. Spring St.

Phone: 614-453-7827

City, State, Zip: Columbus, OH 43215

Email: cebloise@burnsmcd.com

Phone: 614-453-7827

Type of Encroachment

- Industrial Entrance
- Commercial Entrance
- Residential Entrance
- Farm Entrance
- Utility Encroachment Underground Overhead
- Other (Specify) _____

Encroachment Location Taylor Dr. (CR-1066R)-MP 0.041

Description of Work to be Completed Installing a 24" steel pipeline via auger bore under the road.

Associated construction vehicles will be encroaching ROW while work is taking place.

Separate Attached Drawings Required for All Encroachments Other than Residential

Application Fee: Industrial Entrance - \$400.00 ea
 Commercial Entrance - \$200.00 ea
 All Other Entrances – Free
 Utility encroachment - Free

Make checks payable to the Boone County Fiscal Court

Return completed application and fee to: Boone County Public Works
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5. A plan prepared by Burns & McDonnell and dated 10/23/19 is attached hereto and made a part hereof, which describes the facilities to be constructed by the applicant for which facilities this permit is granted. The applicant agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the applicant shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
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12. This application will become void 1 year from applicant signature date. Applicant must contact Engineering Services when the work is complete. (859) 334-3600.

Applicant Signature Casey Blaise

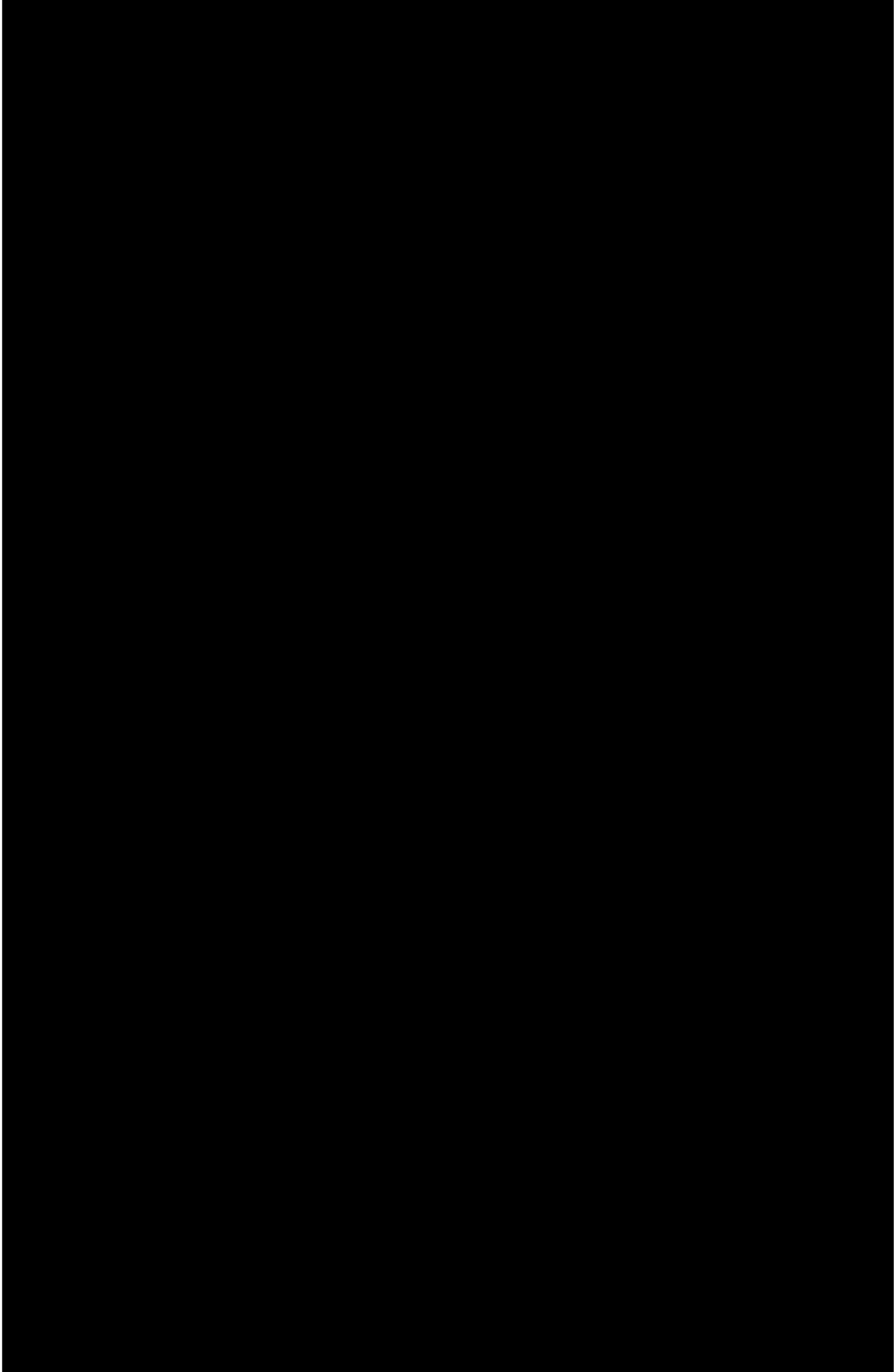
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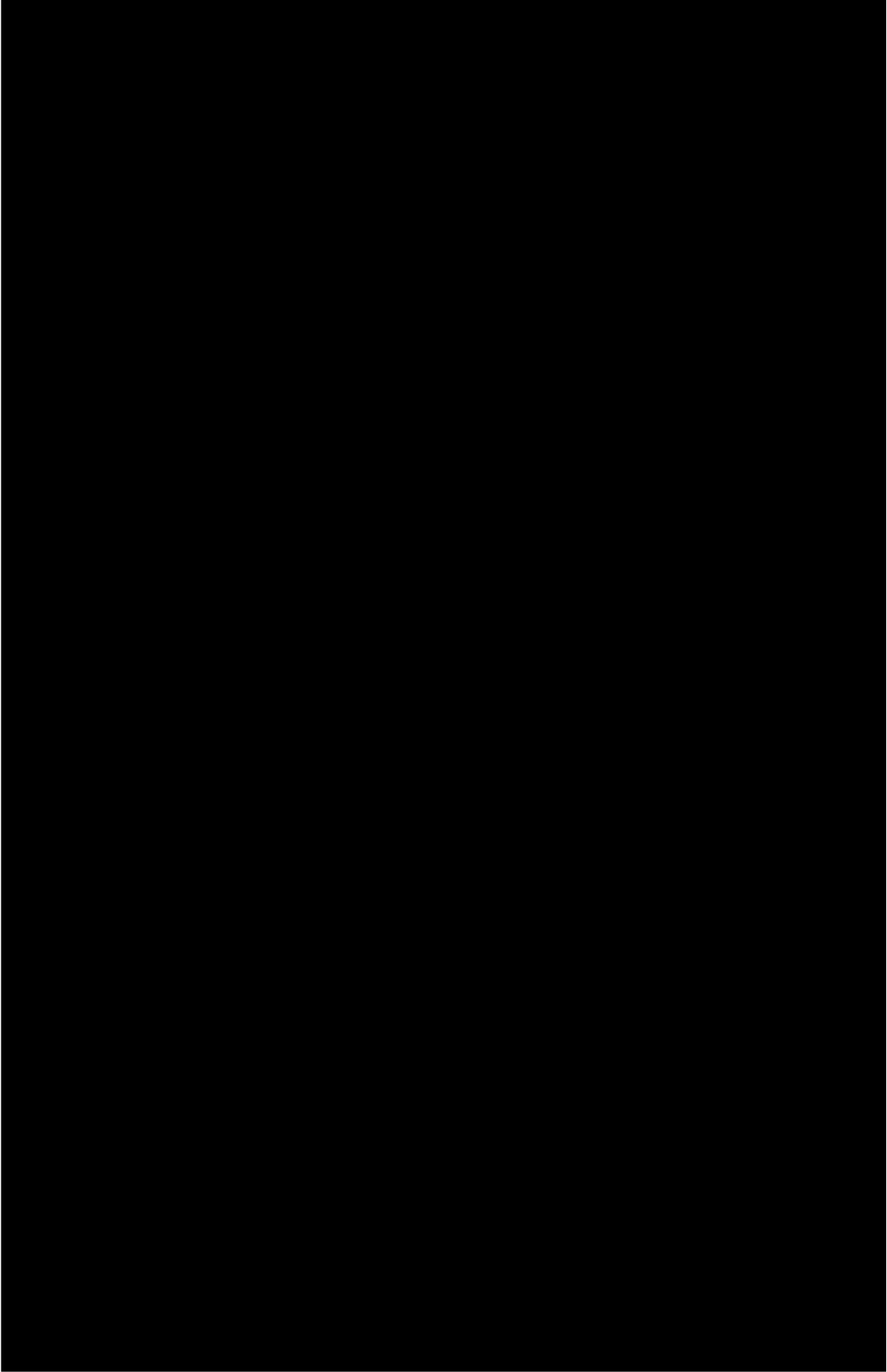
Approval _____

Date _____

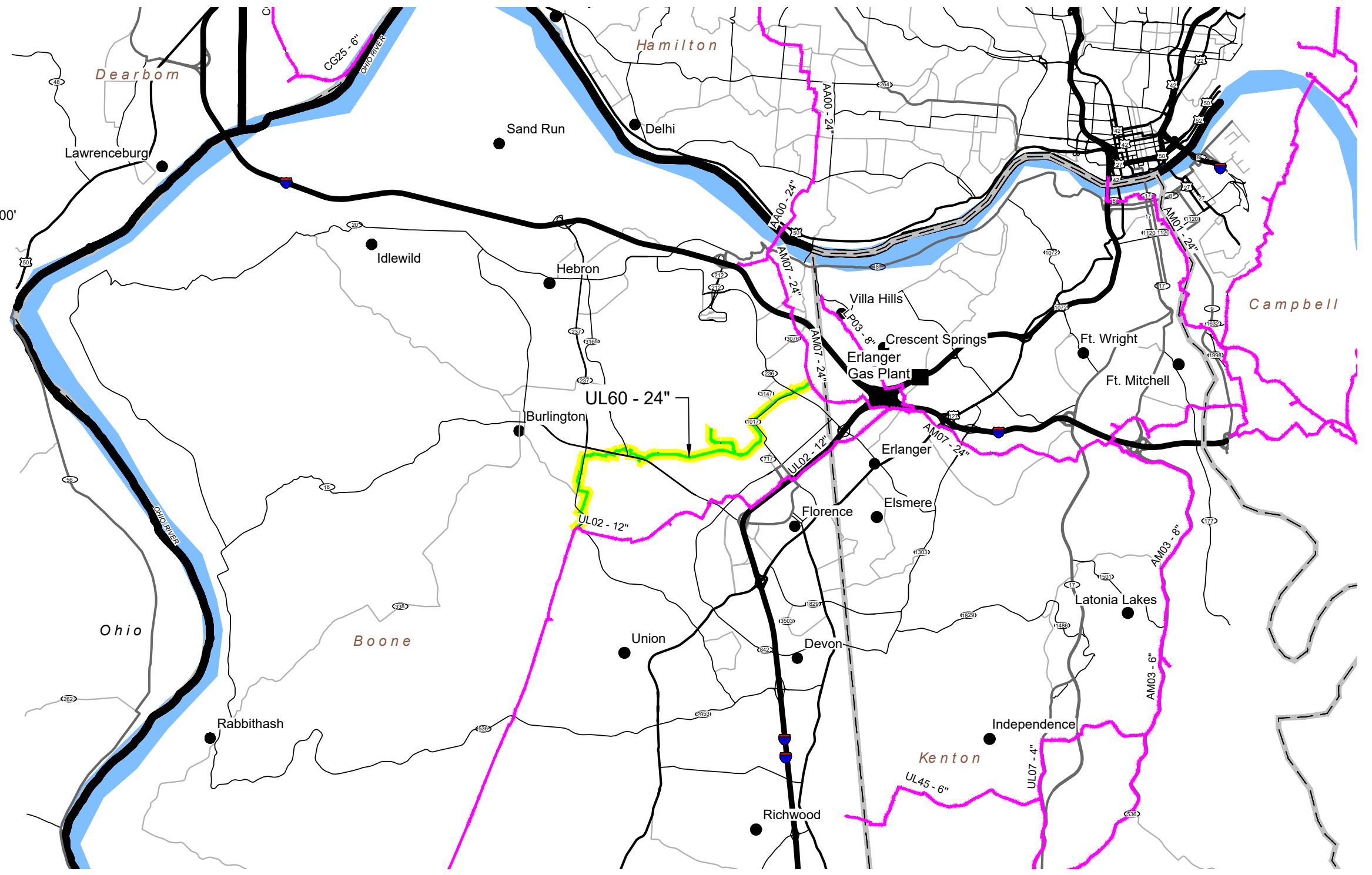
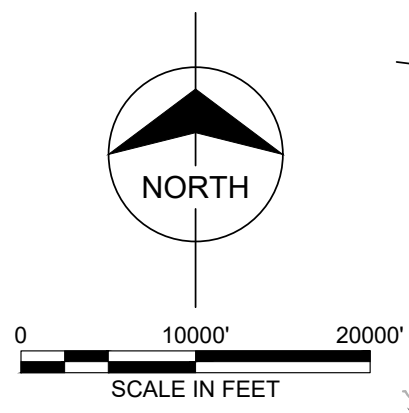
Release Date _____

Permit No. _____






CONFIDENTIAL EXHIBIT 2(e)
IS BEING FILED UNDER SEAL



- LEGEND:
- PROPOSED UL60 PIPELINE
 - COUNTY BOUNDARY
 - FEEDER
 - TOWNS

	UL60 PIPELINE	project G7UL02PH1
	date 10/28/19	contract 112916
designed A. TELFER		SK - CPCN-01

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**CONFIDENTIAL EXHIBIT 4
IS BEING FILED UNDER SEAL**