

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

THE APPLICATION OF DUKE ENERGY	)	
KENTUCKY, INC., FOR A CERTIFICATE OF PUBLIC	)	CASE NO.
CONVENIENCE AND NECESSITY AUTHORIZING	)	2026-00112
THE CONSTRUCTION OF A GAS PIPELINE	)	
EXTENSION IN INDEPENDENCE, KENTUCKY	)	

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**APPLICATION**

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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 an extension of its existing UL45 pipeline of 1.45 miles in length, eight-inch diameter, 0.3 miles in length, six inch diameter, and 40' feet in length of four inch diameter natural gas pipeline in Independence, Kentucky (Project) (total mileage 1.75 miles). In support of this Application, Duke Energy Kentucky respectfully states as follows:

**I. 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. Attached as Exhibit 1 is a copy of a recent Certificate of Good Standing. 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  
Larisa M. Vaysman  
Associate General Counsel  
Sheena McGee Leach  
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Duke Energy Kentucky, Inc.  
139 E. 4<sup>th</sup> St.  
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## **II. BACKGROUND**

4. Duke Energy Kentucky has identified a need to construct an approximately 1.75 mile long natural gas pipeline, consisting of four, six, and eight inch diameter segments, located in Independence, Kentucky, within Kenton County. This Project is necessary due to load growth and from a system reliability standpoint.

5. Kenton County is a populous and developing county in the Commonwealth of Kentucky. Upon information and belief, Kenton County's growth includes all three

customer segments: residential; commercial; and industrial natural gas loads. This 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, necessitating additional capacity construction to meet projected demand.

6. The existing UL45 pipeline provides a feed for natural gas distribution into central Boone and Kenton Counties. The Project provides a critical and necessary restoration of pressure along this high-pressure distribution system that is required to provide reliable service during severe winter weather.

7. The primary north-south artery for natural gas in Kenton County is the AM03 pipeline. The existing UL45 pipeline is a "last-mile", east-west spur line, which connects to AM03 via the UL07 pipeline. These pipelines serve to transport gas from this main artery into the local distribution system to serve the communities of Independence, Richwood, Florence, and others in Kentucky. The Project will extend the UL45 pipeline back to the primary AM03 feed. This provides critical looping to reduce pressure losses in the UL07 pipeline and provides the necessary inlet pressures to local delivery stations on UL07 and UL45 that serve the surrounding communities.

8. The purpose of, and need for, the Project is to construct necessary capacity for 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.

9. The Project will provide additional looping to the gas delivery system to support continued growth in Kenton and Boone Counties and will additionally provide

system flexibility to back-feed portions of both the UL07 and AM03 segments in the event of scheduled or emergency work.

10. As discussed in the testimony of Company witness Klein, Duke Energy Kentucky anticipates that a significant portion 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 \$16.7 million dollars as detailed in the chart below:

<b>Task</b>	<b>Total</b>
Design	\$1.2M
Land	\$1.4M
Construction	\$13.5M
Material	\$0.63M
	<b><u>\$16.7M</u></b>

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**III. 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 2, which is incorporated herein and made a part of this Application filed in this proceeding:

<b><u>Exhibit 2</u></b>	<b><u>Description</u></b>	<b><u>807 KAR 5:001</u></b>
<b><u>Page</u></b>		<b><u>Section Reference</u></b>
	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)
1-2	Amount of bonds authorized and issued and related information	12(2)(e)
2	Notes outstanding and related information	12(2)(f)
3	Other indebtedness and related information	12(2)(g)
4	Dividend information	12(2)(h)
4-7	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 to meet new load and increased demand on the system, 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 will be required to complete the Project:

- a) 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;

- b) Coordination with the U.S. Fish and Wildlife Service (USFWS) and Kentucky Department of Fish and Wildlife Resources (KDFWR) with respect to federal and state endangered, threatened, and otherwise protected species;
- c) Sanitation District No. 1 Land Disturbing Permit;
- d) KDOW Construction Storm Water Permit KYR10;
- e) KDOW Hydrostatic Test Water Discharge;
- f) USFWS and KDFWR consultation letter (endangered species);
- g) Application to Kentucky Transportation Cabinet permit to cross state and federal roads and to install the pipeline inside road right-of-way;
- h) City of Independence Encroachment permit; and,
- i) Kenton County Encroachment permit.

The horizontal directional drill (HDD) results in avoidance of all impacts to streams and wetlands. Duke Energy Kentucky has already applied for permits (b), (f), and (g). In the coming months, the Company will apply for permits (c) and (d), while permits (e), (h), and (i) will be applied for closer to the start of construction. The report for permit (a) is under review, and once the review is completed, the reports for coordination will be sent to Kentucky Heritage Council (KHC). There has been no indication that the permit applications already submitted will not be approved. The Company's permit applications are included in Exhibit 3 of the Application. The Company will supplement the application as additional permit approvals are received.

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 Confidential Exhibit 4 to this Application and the direct testimonies submitted in support thereof. A copy of Confidential 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 Confidential Exhibit 4 contains 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. Confidential Exhibit 4 contains 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 \$16.7 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. Moreover, the Project will not result in a wasteful duplication of facilities.

#### **IV. TESTIMONY AND EXHIBITS**

20. Additional facts supporting this Application are set forth in the following direct testimonies attached to this Application as Exhibits 5 through 7:

- a) Melton A. Huey, General Manager Engineering, Planning & Pipeline Integrity, provides an overview of the Company's gas operations and the Project, as well as the need for and benefits of the Project;<sup>1</sup>
- b) David A. Klein, Senior Project Manager, discusses the permits required for the Project, and estimated costs of construction and ongoing operation;<sup>2</sup> and
- c) Jefferson "Jay" P. Brown, Director of Rates and Regulatory Planning, discusses the estimated impacts to the Company's rates of the Project.<sup>3</sup>

WHEREFORE, Duke Energy Kentucky respectfully requests that the Commission:

- 1) Issue a CPCN for approval of the construction of a gas pipeline in Independence, Kentucky: and
- 2) Grant any other relief to which the Company may be entitled.

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<sup>1</sup> Exhibit 5.

<sup>2</sup> Exhibit 6.

<sup>3</sup> Exhibit 7.

Respectfully submitted,

DUKE ENERGY KENTUCKY, INC.

/s/Larisa M. Vaysman

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Rocco O. D'Ascenzo (92796)

Deputy General Counsel

Larisa M. Vaysman (98944)

Associate General Counsel

Sheena McGee Leach (100598)

Staff Attorney

Duke Energy Business Services LLC

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*Counsel for Duke Energy Kentucky, Inc.*

**CERTIFICATE OF SERVICE**

This is to certify that the foregoing electronic filing is a true and accurate copy of the document in paper medium; that the electronic filing was transmitted to the Commission on May 1, 2026 that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that submitting the original filing to the Commission in paper medium is no longer required as it has been granted a permanent deviation.<sup>4</sup>

John G. Horne, II  
The Office of the Attorney General  
Utility Intervention and Rate Division  
700 Capital Avenue, Ste 118  
Frankfort, Kentucky 40601-8204

/s/Larisa M. Vaysman  
*Counsel for Duke Energy Kentucky, Inc.*

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<sup>4</sup> *In the Matter of Electronic Emergency Docket Related to the Novel Coronavirus COVID-19*, Case No. 2020-00085, Order (Ky. P.S.C. July 22, 2021).

**Commonwealth of Kentucky**  
**Michael G. Adams, Secretary of State**

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Michael G. Adams  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

**Certificate of Existence**

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Authentication number: 366494  
Visit <https://web.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

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I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**DUKE ENERGY KENTUCKY, INC.**

DUKE ENERGY KENTUCKY, INC. is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 271B, whose date of incorporation is March 20, 1901 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State; and is therefore in good standing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 30<sup>th</sup> day of April, 2026, in the 234<sup>th</sup> year of the Commonwealth.



*Michael G. Adams*

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Michael G. Adams  
Secretary of State  
Commonwealth of Kentucky  
366494/0052929

**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 February 28, 2026:

Capital Stock and Additional Paid-in Capital  
As of February 28, 2026  
(\$ per 1,000)

Capital Stock	\$8,780
Premiums thereon	18,839
Total Capital Contributions from Parent (since 2006)	334,311
Contribution from Parent Company for Purchase of Generation Assets	<u>140,061</u>
 Total Capital Stock and Additional Paid-in-Capital	 <u>\$501,991</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 eighteen 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 tenth 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 2026
1 <sup>st</sup> Supplemental	3/7/2006	65,000,000	65,000,000	6.20%	3/10/2036	4,030,000
3 <sup>rd</sup> Supplemental	1/5/2016	50,000,000	50,000,000	4.45%	1/15/2046	2,225,000
4 <sup>th</sup> Supplemental	9/7/2017	30,000,000	30,000,000	3.35%	9/15/2029	1,005,000
4 <sup>th</sup> Supplemental	9/7/2017	30,000,000	30,000,000	4.11%	9/15/2047	1,233,000
4 <sup>th</sup> Supplemental	9/7/2017	30,000,000	30,000,000	4.26%	9/15/2057	1,278,000
5 <sup>th</sup> Supplemental	10/3/2018	40,000,000	40,000,000	4.18%	10/15/2028	1,672,000
5 <sup>th</sup> Supplemental	12/12/2018	35,000,000	35,000,000	4.62%	12/15/2048	1,617,000
6 <sup>th</sup> Supplemental	7/17/2019	40,000,000	40,000,000	4.32%	7/15/2049	1,728,000
7 <sup>th</sup> Supplemental	9/15/2019	75,000,000	75,000,000	3.56%	10/1/2029	2,670,000
8 <sup>th</sup> Supplemental	9/15/2020	35,000,000	35,000,000	2.65%	9/15/2030	927,500
8 <sup>th</sup> Supplemental	9/15/2020	35,000,000	35,000,000	3.66%	9/15/2050	1,281,000
9 <sup>th</sup> Supplemental	7/15/2024	80,000,000	80,000,000	5.90%	7/15/2031	4,720,000
9 <sup>th</sup> Supplemental	7/15/2024	95,000,000	95,000,000	6.00%	7/15/2034	5,700,000
9 <sup>th</sup> Supplemental	7/15/2024	50,000,000	50,000,000	6.17%	7/15/2039	3,085,000
10 <sup>th</sup> Supplemental	9/15/2025	40,000,000	40,000,000	6.11%	9/15/2037	2,444,000
10 <sup>th</sup> Supplemental	9/15/2025	42,500,000	42,500,000	6.01%	9/15/2035	2,554,250
10 <sup>th</sup> Supplemental	9/15/2025	67,500,000	67,500,000	5.41%	9/15/2030	3,651,750
			840,000,000			41,821,500

(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.**

Duke Energy Kentucky does not have any outstanding notes as of 02/28/2026.

(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 below. On Nov 1, 2021, the Company bought in the Series 2008A bond, and remarketed the bond in June 2022.

Indenture	Date of Issue	Principal Amount Authorized and Issued	Principal Amount Outstanding	Rate of Interest	Date of Maturity	Interest Paid Year 2026
Series 2010	11/24/2010	26,720,000	26,720,000	3.86% <sup>(1)</sup>	8/1/2027	668,000
Series 2008A	12/01/2011	50,000,000	<u>50,000,000</u>	3.70% <sup>(2)</sup>	8/1/2027	<u>1,850,000</u>
			76,720,000			2,602,215

<sup>(1)</sup> The bonds were issued at a variable-rate and were swapped to a fixed rate of 3.86% for the life of the debt.

<sup>(2)</sup> Bonds were remarketed in June 2022 under a fixed-to-maturity interest rate mode (3.70% coupon).

The Company has no outstanding financing leases as of February 28, 2026.

The Company also has \$120,143,000 of money pool borrowings outstanding as of February 28, 2026, 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
31-Dec-20	0	0	585,333	8,779,995
31-Dec-21	0	0	585,333	8,779,995
31-Dec-22	0	0	585,333	8,779,995
31-Dec-23	0	0	585,333	8,779,995
31-Dec-24	\$15.94534	140,000,000	585,333	8,779,995
31-Dec-25	\$7.40319	65,000,000	585,333	8,779,995

- (9) **Section 12(2)(i) Detailed Income Statement and Balance Sheet.**

See the attached pages for detailed Income Statement for the twelve months ended February 28, 2026 and the detailed Balance Sheet as of February 28, 2026.

Duke Energy Kentucky, Inc.

Monthly Supplemental Financial Statements  
Income Statement  
As of February 28, 2026  
(Unaudited)

	Electric	Gas	Total Company
<u>Revenues</u>			
Residential Sales	221,603,295	115,245,839	336,849,134
Commercial Sales	189,855,281	44,728,568	234,583,849
Industrial Sales	71,860,701	2,382,285	74,242,986
Sales to Public Authorities	26,435,180	2,486,301	28,921,481
Public Street & Highway Lighting	473,672	-	473,672
Inter-Departmental Sales	44,125	32,730	76,855
Misc. Service Revenues	(3,807,307)	17,586	(3,789,721)
Revenues from Transportation	-	11,545,147	11,545,147
Sales for Resale	44,224,907	-	44,224,907
Rents from Property	1,792,931	-	1,792,931
Other Revenues	18,892,120	2,922,791	21,814,911
Total Revenues	<u>571,374,905</u>	<u>179,361,247</u>	<u>750,736,152</u>
<u>Operating Expenses</u>			
Operation Expense	307,233,473	89,344,998	396,578,471
Maintenance Expense	26,324,195	3,065,573	29,389,768
Depreciation Expense	87,817,120	23,772,567	111,589,687
Amortization and Depletion	(815,530)	2,557,298	1,741,768
Taxes Other than Income Taxes	15,742,122	5,036,670	20,778,792
Income Taxes - Federal & Other	21,211,650	1,645,170	22,856,820
Provision for Deferred Income Taxes - Net	1,215,282	8,538,842	9,754,124
Gains from Disposition of Environmental Credits	(136,462)	-	(136,462)
Investment Tax Credit Adjustment	-	-	-
Total Operating Expenses	<u>458,591,850</u>	<u>133,961,118</u>	<u>592,552,968</u>
NET OPERATING INCOME	112,783,055	45,400,129	158,183,184
<u>Other Income &amp; Deductions</u>			
Revenues from Merchandising, Jobbing and Contract Work	3,220,415	-	3,220,415
Less: Expense of Merchandising, Jobbing and Contract Work	(187,098)	-	(187,098)
Revenues from Nonutility Operations	418,756	(1,049)	417,707
Interest & Dividend Income	1,333,980	604,690	1,938,670
Non Operating Rental Income	(3,049)	(2,995)	(6,044)
AFUDC	2,972,260	1,585,148	4,557,408
Gain on Disposition of Property	127,713	50,549	178,262
Loss on Disposition of Property	(83,505)	(32,706)	(116,211)
Misc. Income Deductions	(840,674)	(445,093)	(1,285,767)
Taxes Other than Income Taxes	-	-	-
Income Taxes - Federal & Other	(3,074,506)	1,311,519	(1,762,987)
Provision for Deferred Income Taxes - Net	1,483,119	(1,419,437)	63,682
Total Other Income & Deductions	<u>5,367,411</u>	<u>1,650,626</u>	<u>7,018,037</u>
<u>Interest Charges</u>			
Interest on Long Term Debt	(28,496,832)	(15,186,152)	(43,682,984)
Amortization of Debt Disc. And Expense	(402,433)	(209,335)	(611,768)
Amortization of Loss on Reacquired Debt	(25,445)	(13,923)	(39,368)
Interest on Debt to Assoc. Co.	(900,341)	(501,965)	(1,402,306)
Other Interest Expense	(2,412,696)	(116,121)	(2,528,817)
Less: Allowance for Borrowed Fund Used During Construction - Credit	1,291,083	676,121	1,967,204
Net interest Charges	<u>(30,946,664)</u>	<u>(15,351,375)</u>	<u>(46,298,039)</u>
Extraordinary Items after Taxes	-	-	-
NET INCOME	<u>87,203,802</u>	<u>31,699,380</u>	<u>118,903,182</u>

Duke Energy Kentucky, Inc.

## Monthly Supplemental Financial Statements

Balance Sheet - Page 1

As of February 28, 2026

(Unaudited)

	Total Company
<u>Assets</u>	
Utility Plant in Service	3,686,556,911
Construction Work in Progress	101,550,067
Less: Accumulated Depreciation	<u>(1,213,192,344)</u>
Net Utility Plant	<u>2,574,914,634</u>
Nonutility Property	1,326,579
Other Investments	1,500
Other Special Funds	22,400,134
Long Term Portion of Derivative Instrument Assets	-
Total Other Property & Investments	<u>23,728,213</u>
Cash	2,123,965
Working Funds	-
Temporary Cash Investments	-
Customer Accounts Receivable	94,931,484
Other Accounts Receivable	2,253,325
Less: Provision for Uncollectibles	(3,196,305)
Notes Receivable from Assoc. Co.	-
Accounts Receivable from Assoc. Co.	881,908
Fuel Stock	27,699,899
Gas Stored Underground Inventory	-
Plant Materials & Operating Supplies	46,778,043
Other Materials & Supplies	-
Stores Expense Undistributed	1,519,529
Prepayments	1,706,806
Emission Allowances	17,231
Derivative Instrument Assets	473,269
Interest & Dividends Receivable	-
Misc Current and Accrued Assets	8,678,621
Accrued Utility Revenue	27,708,241
Rents Receivable	8,781
Total Current & Accrued Assets	<u>211,584,797</u>
Unamortized Debt Expense	3,442,606
Other Regulatory Assets	98,793,577
Preliminary Survey & Investigation	2,477,757
Clearing Accounts	56,300
Temporary Facilities	10,265
Miscellaneous Deferred Debits	3,537,444
Unamortized Loss on Reacquired Debt	22,056
Accumulated Deferred Income Taxes	84,779,308
Unrecovered Purchased Gas Costs	17,692,890
Total Deferred Debits	<u>210,812,203</u>
TOTAL ASSETS AND OTHER DEBITS	<u><u>3,021,039,847</u></u>

Duke Energy Kentucky, Inc.

## Monthly Supplemental Financial Statements

Balance Sheet - Page 2

As of February 28, 2026

(Unaudited)

	Total Company
<u>Proprietary Capital</u>	
Common Stock Issued	8,779,995
Premium on Capital Stock	18,838,946
Other Paid-in Capital Stock	474,372,495
Retained Earnings	682,495,253
Accumulated Other Comprehensive Income	-
Total Proprietary Capital	<u>1,184,486,689</u>
<u>Liabilities</u>	
Bonds	916,720,000
Advances from Associated Companies	25,000,000
Less: Unamortized Discount on Long-Term Debt	(122,941)
Total Long-Term Debt	<u>941,597,059</u>
Obligations Under Capital Leases - Noncurrent	3,159,693
Asset Retirement Obligation	80,287,316
Long-Term Portion of Derivative Instrument Liabilities	654,674
Accum. Misc. Operating Provisions	27,386,237
Total Other Noncurrent Liabilities	<u>111,487,920</u>
Accounts Payable	47,419,462
Notes Payable to Assoc. Co.	95,143,000
Accounts Payable to Assoc. Co.	24,753,872
Customer Deposits	8,154,481
Taxes Accrued	30,863,614
Interest Accrued	14,271,436
Tax Collections Payable	6,787,309
Misc. Current & Accrued Liabilities	10,377,314
Obligations Under Capital Leases - Current	236,376
Derivative Instrument Liabilities	1,038,189
Less: Long-Term Portion of Derivative Instrument Liabilities	(654,674)
Total Current & Accrued Liabilities	<u>238,390,379</u>
Customer Advances for Construction	1,608,733
Accum. Deferred Investment Tax Credits	5,135,705
Other Deferred Credits	17,794,162
Other Regulatory Liabilities	106,037,077
Accumulated Deferred Income Taxes	414,502,123
Total Deferred Credits	<u>545,077,800</u>
TOTAL PROPRIETARY CAPITAL, LIABILITIES, AND OTHER DEFERRED CREDITS	<u><u>3,021,039,847</u></u>



---

Civil & Environmental Consultants, Inc.

March 27, 2026

David Klein, PMP  
Senior Project Manager  
Duke Energy - Piedmont Natural Gas  
139 East Fourth Street  
Cincinnati, Ohio 4520513-678-1336  
Via email at: [David.Klein@duke-energy.com](mailto:David.Klein@duke-energy.com)

Subject: Threatened and Endangered Species Compliance Summary  
Proposed Piedmont Natural Gas UL45 Extension  
Independence, Kenton County, Kentucky  
CEC Project 353-564

Civil & Environmental Consultants, Inc. (CEC) has prepared this letter summarizing our assessments and agency consultation in regards to rare, threatened, and endangered species and their habitats for the proposed Piedmont Natural Gas UL45 Extension (the Project) located in Independence, Kenton County, Kentucky. This letter may be used to support an application for Certificate of Public Convenience and Necessity, with the Kentucky Public Service Commission.

No impacts to potentially jurisdictional water features are proposed; as such, it is not expected that this Project will have a federal Clean Water Act nexus. Therefore U.S. Army Corps of Engineers permitting will not be required for the Project.

## **1.0 THREATENED AND ENDANGERED SPECIES DOCUMENT REVIEW AND HABITAT ASSESSMENT**

As part pre-project environmental due diligence, CEC conducted a Threatened and Endangered (T&E) Species Assessment on the approximate 57-acre Area of Interest (AOI) which encompasses the Project. The T&E assessment involved querying the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation system (IPaC) to determine if federally listed threatened, endangered, or proposed endangered species are known to occur, or have historic ranges within the Project vicinity.

CEC conducted an Indiana bat, northern long-eared bat, tricolored bat, and gray bat acoustic survey of the Project area, between August 8 and 11, 2025. The results from the acoustic survey identified six tricolored bat calls, but no northern long-eared bat, Indiana bat, or gray bat calls. USFWS responded on September 19, 2025, stating that USFWS accepts the presence of the proposed endangered tricolored bat and the probable absence of Indiana bat and Northern long-eared bat during the summer within the AOI (Attachment A). The Kentucky Department of Fish and Wildlife Resources (KDFWR)

Threatened and Endangered Species Compliance Summary  
CEC Project 353-564  
Page 2  
March 27, 2026

responded on October 29, 2025 indicating they had reviewed the submitted survey report and had no comments (Attachment B).

CEC also conducted a habitat assessment and pedestrian survey within the AOI as part of the field efforts on October 13 and 15, 2025. Based on the results, CEC prepared a Threatened and Endangered Species Habitat Assessment Report and submitted it to USFWS and KDFWR on March 19, 2026 for comment. On March 25, 2026 USFWS responded (Attachment B). CEC has not received a response from the KDFWR at this time but anticipates a similar response as that of the USFWS.

## 2.0 CLOSING

Based upon CEC's assessments and acoustic bat survey results, we do not anticipate adverse effects to federally listed threatened or endangered bat species. Based on CEC's assessments and Project avoidance of aquatic resources (e.g., no proposed stream, open waters, or wetland impacts), we do not anticipate adverse effects to federally listed threatened or endangered freshwater mussel species. Please contact the undersigned at (513) 985-0226 if you have questions or would like to discuss the findings and/or next steps.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Ben Thompson  
Assistant Project Manager



Jonathan Frodge  
Senior Project Manager

Attachments: Attachment A – Response from USFWS to Bat Acoustic Survey Report  
Attachment B – Response from KDFWR to Bat Acoustic Survey Report  
Attachment C – Response from USFWS to Habitat Assessment Report

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**ATTACHMENT A**

**RESPONSE FROM USFWS TO BAT ACOUSTIC SURVEY REPORT**

---


Re: [EXTERNAL] Bat Study Plan - Project Code: 2025-0130986



Armstrong, Mike <mike\_armstrong@fws.gov>

To ● Slack, Ryan; ○ kdfwr.kfwis@ky.gov

Cc ● Frodge, Jon; ○ Steve.Lane@duke-energy.com

 You forwarded this message on 9/29/2025 2:39 PM.  
If there are problems with how this message is displayed, click here to view it in a web browser.



Fri 9/19/2025 8:37 AM

Morning Ryan.

I have completed my review of the subject survey report and find it to be acceptable for presence of the proposed endangered tricolored bat and probable absence of Indiana and northern long-eared bat during the summer in the project area. Please be aware that my approval of these survey results is not a section 7(a)(2) concurrence and does not authorize implementation of any part of the proposed action or remove the applicant from the permitting requirements that may be required by other State and federal agencies. Please contact [KentuckyES@fws.gov](mailto:KentuckyES@fws.gov) if you have additional questions regarding the consultation.

Mike

Mike Armstrong  
Southeast Region Bat Recovery Biologist  
U.S. Fish & Wildlife Service  
Kentucky Field Office  
330 W. Broadway, Room 265  
Frankfort, KY 40601  
Cell: 502-229-4632  
Office/Teams: 502-653-0498

**\*\*Check us out at <https://www.fws.gov/office/kentucky-ecological-services>**

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**ATTACHMENT B**

**RESPONSE FROM KDFWR TO BAT ACOUSTIC SURVEY REPORT**

---

**From:** [Rogers, Michaela L \(FW\)](#)  
**To:** [Slack, Ryan](#)  
**Cc:** [Frodge, Jon](#); [Lane, Steve](#); [Burford, Laura S \(FW\)](#)  
**Subject:** Re: [EXTERNAL] Bat Study Plan - Project Code: 2025-0130986  
**Date:** Wednesday, October 29, 2025 1:59:58 PM  
**Attachments:** [Outlook - KY.png](#)

Good afternoon Ryan,

Thank you for the nudge on this. Please accept this email confirmation that I have received and reviewed the report. I sent it to our environmental section coordinator to ensure she had opportunity to review, and she does not have any comments at this time.

Thank you,

Michaela

**Michaela Rogers**

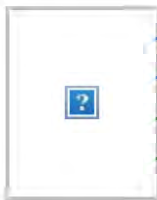
*Wildlife Biologist*

Department of Fish and Wildlife Resources

1 Sportsman's Lane, Frankfort, KY 40601

o 502-892-4450 | c 502-545-5773

[michaela.rogers@ky.gov](mailto:michaela.rogers@ky.gov)



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**From:** Slack, Ryan <rslack@cecinc.com>

**Sent:** Tuesday, October 28, 2025 3:44 PM

**To:** Rogers, Michaela L (FW) <michaela.rogers@ky.gov>

**Cc:** Frodge, Jon <jfrodge@cecinc.com>; Lane, Steve <Steve.Lane@duke-energy.com>

**Subject:** Re: [EXTERNAL] Bat Study Plan - Project Code: 2025-0130986

**\*\*CAUTION\*\* PDF attachments may contain links to malicious sites. Please contact the COT Service Desk [ServiceCorrespondence@ky.gov](mailto:ServiceCorrespondence@ky.gov) for any assistance.**

Hi Michaela,

I'm just checking back in on this one. Have you had a chance to review the attached report?

Thanks for your time,

Ryan

**Ryan A. Slack** | *Principal*

Civil & Environmental Consultants, Inc.

(Please note new address)

433 North Capitol Avenue, Suite 200, Indianapolis, IN 46204

**direct** 317.613.4505 **office** 317.655.7777 **mobile** 513.237.5051

[www.cecinc.com](http://www.cecinc.com)

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**From:** Slack, Ryan <rslack@cecinc.com>

**Sent:** Wednesday, October 1, 2025 9:50 AM

**To:** Michaela Rogers <michaela.rogers@ky.gov>

**Cc:** Frodge, Jon <jfrodge@cecinc.com>; Lane, Steve <Steve.Lane@duke-energy.com>

**Subject:** Fw: [EXTERNAL] Bat Study Plan - Project Code: 2025-0130986

Hi Michaela,

I just wanted to check up on this report and ensure you had received it. Have a great rest of your week.

Thank you,

Ryan

**Ryan A. Slack** | *Principal*

Civil & Environmental Consultants, Inc.

(Please note new address)

433 North Capitol Avenue, Suite 200, Indianapolis, IN 46204

**direct** 317.613.4505 **office** 317.655.7777 **mobile** 513.237.5051

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**From:** Slack, Ryan <rslack@cecinc.com>

**Sent:** Friday, September 19, 2025 8:08 AM

**To:** Armstrong, Mike <mike\_armstrong@fws.gov>; kdfwr.kfwis@ky.gov <kdfwr.kfwis@ky.gov>

**Cc:** Frodge, Jon <jfrodge@cecinc.com>; Steve.Lane@duke-energy.com <Steve.Lane@duke-

energy.com>

**Subject:** Re: [EXTERNAL] Bat Study Plan - Project Code: 2025-0130986

Hi Mike,

Attached is the report of our bat acoustic survey results for this one. We are seeking review, comments, and/or concurrence from your office and KDFWR.

Have a great weekend.

Ryan

**Ryan A. Slack** | *Principal*

Civil & Environmental Consultants, Inc.

530 E. Ohio Street, Suite G, Indianapolis, IN 46204

**direct** 317.613.4505 **office** 317.655.7777 **mobile** 513.237.5051

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**From:** Armstrong, Mike <mike\_armstrong@fws.gov>

**Sent:** Wednesday, August 6, 2025 5:50 PM

**To:** Slack, Ryan <rslack@cecinc.com>

**Cc:** Frodge, Jon <jfrodge@cecinc.com>

**Subject:** Re: [EXTERNAL] Bat Study Plan - Project Code: 2025-0130986

Looks good Ryan. Thanks.

Mike Armstrong

Southeast Region Bat Recovery Biologist

U.S. Fish & Wildlife Service

Kentucky Field Office

330 W. Broadway, Room 265

Frankfort, KY 40601

Cell: 502-229-4632

Office/Teams: 502-653-0498

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**From:** Slack, Ryan <rslack@cecinc.com>

**Sent:** Wednesday, August 6, 2025 4:20 PM  
**To:** Armstrong, Mike <mike\_armstrong@fws.gov>  
**Cc:** Frodge, Jon <jfrodge@cecinc.com>  
**Subject:** Re: [EXTERNAL] Bat Study Plan - Project Code: 2025-0130986

Thanks Mike for the quick turnaround! This should be corrected in the attached now.

**Ryan A. Slack** | *Principal*

Civil & Environmental Consultants, Inc.

530 E. Ohio Street, Suite G, Indianapolis, IN 46204

**direct** 317.613.4505 **office** 317.655.7777 **mobile** 513.237.5051

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**From:** Armstrong, Mike <mike\_armstrong@fws.gov>  
**Sent:** Wednesday, August 6, 2025 3:07 PM  
**To:** Slack, Ryan <rslack@cecinc.com>  
**Cc:** Frodge, Jon <jfrodge@cecinc.com>  
**Subject:** Re: [EXTERNAL] Bat Study Plan - Project Code: 2025-0130986

Afternoon Ryan.

I have reviewed the subject acoustic study plan and approve field work with the following conditions:

1. Please add EPFU to the list of species to include in automated acoustic ID analysis.

Good luck and stay safe,

Mike

Mike Armstrong  
Southeast Region Bat Recovery Biologist  
U.S. Fish & Wildlife Service  
Kentucky Field Office  
330 W. Broadway, Room 265  
Frankfort, KY 40601  
Cell: 502-229-4632  
Office/Teams: 502-653-0498

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**From:** Slack, Ryan <rslack@cecinc.com>  
**Sent:** Wednesday, August 6, 2025 3:04 PM  
**To:** Armstrong, Mike <mike\_armstrong@fws.gov>  
**Cc:** Frodge, Jon <jfrodge@cecinc.com>  
**Subject:** [EXTERNAL] Bat Study Plan - Project Code: 2025-0130986

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Hey Mike,

We've got one more of these in the tank apparently.

Please find attached a bat study plan and shapefiles for an acoustic survey of a proposed linear project in Kenton County. The IPaC Code on this one is 2025-0130986. We would like to start this survey on August 8.

We are looking for your approval of our methods.

Thanks,  
Ryan

**Ryan A. Slack** | *Principal*  
Civil & Environmental Consultants, Inc.  
530 E. Ohio Street, Suite G, Indianapolis, IN 46204  
**direct** 317.613.4505 **office** 317.655.7777 **mobile** 513.237.5051  
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**ATTACHMENT C**

**RESPONSE FROM USFWS TO HABITAT ASSESSMENT REPORT**

---

**From:** [KentuckyES, FW4](#)  
**To:** [Frodge, Jon](#)  
**Cc:** [Lane, Steve](#); [John Farmer](#); [Bishop, Seth R](#)  
**Subject:** Re: [EXTERNAL] Technical Assistance (Project Code: 2026-0060631) - Piedmont Natural Gas UL45 Extension  
**Date:** Wednesday, March 25, 2026 9:01:11 AM  
**Attachments:** [image.png](#)  
[image.png](#)  
[image.png](#)

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Thank you for contacting the U.S. Fish and Wildlife Service's Kentucky Ecological Services Field Office (KFO) regarding the subject action. You have requested comments from our office regarding potential effects from the proposed action to federally listed species/critical habitat. The KFO is directing Federal agencies and project proponents requesting comments to use the Service's [Information for Planning and Consultation \(IPaC\)](#) website to identify listed species/critical habitat that may be affected by a proposed action and evaluate potential effects to these species and/or habitat. Listed species/critical habitat can be identified by entering the action into IPaC, then generating an official species list. Potential effects to each listed species/critical habitat can then be evaluated using one or more determination keys. The determination keys will recommend an effects determination for each species covered by that key based on your answers to the questions. Instructions on using IPaC, generating an official species list, and using determination keys are included on the IPaC home page. Additional information on IPaC is included on the [Project Review Guidance](#) page of our website.

Generating an official species list in IPaC will assign a project code (e.g., 202x-xxxxxxx) to the proposed action and enter it into the Service's project tracking system. If you do not wish to create an official action in our system, the [IPaC Beta](#) website can be used instead. This test website is identical to IPaC and will provide the same information but will not assign a project code, enter the action into our system, or submit any information to the Service.

If you have already obtained an official species list and completed all applicable determination keys in IPaC, the KFO has no further comments at this time.

The KFO also recommends reviewing the *Conservation Measures for Projects in Kentucky* document on our website. This document provides general conservation measures to avoid and minimize potential effects to federally listed species and designated critical habitat from a proposed action or activity.

If the intention of your request is to consult with the KFO under Section 7 of the Endangered Species Act or receive technical assistance, please respond to this email.

Thank you

U.S Fish and Wildlife Service  
KY Ecological Services Field Office  
330 W. Broadway, Room 2  
Frankfort, KY 40601  
502.234.2832 (office)

---

**From:** Frodge, Jon <jfrodge@cecinc.com>  
**Sent:** Thursday, March 19, 2026 10:11 AM  
**To:** kentuckyes, FW4 <kentuckyes@fws.gov>  
**Cc:** Lane, Steve <steve.lane@duke-energy.com>; John Farmer <john.farmer@eli-llc.com>  
**Subject:** [EXTERNAL] Technical Assistance (Project Code: 2026-0060631) - Piedmont Natural Gas U45 Extension

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Good morning,

On behalf of Piedmont Natural Gas (Piedmont) Civil & Environmental Consultants, Inc. (CEC) has prepared the letter (*download link below*) documenting the results of our federally listed threatened and endangered species habitat assessment for the proposed Piedmont Natural Gas U45 Extension located in Independence, Kenton County, Kentucky. CEC requests concurrence from the US Fish & Wildlife Service to provide comments and recommendations pursuant to Piedmont's application to obtain a Certificate of Public Convenience and Necessity (CPCN) from the Kentucky Public Service Commission (KPSC). No impacts to potentially jurisdictional water features are proposed; as such, it is not expected that this project will have a federal Clean Water Act nexus. Therefore U.S. Army Corps of Engineers permitting will not be required for the Project.

CEC Bat Biologists conducted an Indiana bat, Northern long-eared bat, tricolored bat, and gray bat acoustic survey between August 8 and 11, 2025 at three sample sites within and abutting the Project. USFWS communications regarding the results of the acoustic survey are included.

[353-564 U45 Extension USFWS TechAssist.pdf](#)

Your comments relative to KPSC CPCN application which Piedmont is preparing, will be greatly appreciated.

Thank you,

-Jon

**Jonathan B. Frodge** | *Senior Project Manager*

Civil & Environmental Consultants, Inc.

10300 Alliance Road, Suite 300, Cincinnati, Ohio 45242

**direct** 513.483.3546 **office** 513.985.0226 **mobile** 513.646.6582

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KENTUCKY TRANSPORTATION CABINET  
 Department of Highways  
**PERMITS BRANCH**

TC 99-1A  
 Rev. 10/2020  
 Page 1 of 4

**APPLICATION FOR ENCROACHMENT PERMIT**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> DAVID KLEIN	<b>ADDRESS</b> 139 E 4TH STREET		
<b>EMAIL</b> DAVID.KLEIN@DUKE-ENERGY.COM	<b>CITY</b> CINCINNATI	<b>STATE</b> OHIO	<b>ZIP</b> 45202
<b>CONTACT NAME 1</b> URIAH SOWELL	<b>EMAIL</b> URIAH.SOWELL@ELI-LLC.COM	<b>PHONE #</b>	
		<b>CELL #</b>	6153085530
<b>CONTACT NAME 2 (if applicable)</b>	<b>EMAIL</b>	<b>PHONE #</b>	
		<b>CELL #</b>	

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> 11319-11267 MADISON PIKE	<b>CITY</b> CITY OF INDEPENDENCE	<b>STATE</b> Kentucky	<b>ZIP</b> 41051
<b>COUNTY</b> KENTON	<b>ROUTE #</b> KY-17	<b>MILE POINT</b> 10.5	<b>LONGITUDE (X)</b> W084.543260
			<b>LATITUDE (Y)</b> N038.920878

**ADDITIONAL LOCATION INFORMATION:**

CONVENTIONAL BORE CROSSING MADISON PIKE (KY-17) SOUTH OF 11132 MADISON PIKE.

**FOR KYTC USE ONLY**

**PERMIT TYPE:**  Air Right  Entrance  Utilities  Vegetation Removal  Other: \_\_\_\_\_

**ACCESS:**  Full  Partial  by Permit **LOCATION:**  Left  Right  Crossing

**SECTION 3: GENERAL DESCRIPTION OF WORK**

Install underground utility by conventional auger bore beneath KY-17. Bore will cross perpendicular to roadway with entry and exit pits located outside the traveled way. Surface pavement will not be disturbed. All disturbed areas will be restored to pre-construction condition.

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.

**David Klein**

Digitally signed by David Klein  
 Date: 2026.04.21 10:16:41 -04'00'

**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 BRANCHTC 99-1A  
Rev. 10/2020  
Page 2 of 4**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.

## CONFIDENTIAL PROPRIETARY TRADE SECRET



KENTUCKY TRANSPORTATION CABINET  
 Department of Highways  
 PERMITS BRANCH

TC 99-1A  
 Rev. 10/2020  
 Page 3 of 4

## 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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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.
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.
20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
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.
22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit.

DUKE ENERGY

UTILITY

DAVID KLEIN

NAME (Utility Representative)

David Klein

SIGNATURE (Utility Representative)

SENIOR PROJECT MANAGER

TITLE (Utility Representative)

Digitally signed by David Klein
Date: 2026.04.20 11:11:41 -04'00'

DATE



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

**CONFIDENTIAL PROPRIETARY TRADE SECRET**

**CONFIDENTIAL EXHIBIT 3(g)(1)**

**Pg. 5**

**FILED UNDER SEAL**



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**PERMITS BRANCH**

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**APPLICATION FOR ENCROACHMENT PERMIT**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> DAVID KLEIN		<b>ADDRESS</b> 139 E 4TH STREET		
<b>EMAIL</b> DAVID.KLEIN@DUKE-ENERGY.COM		<b>CITY</b> CINCINNATI	<b>STATE</b> OHIO	<b>ZIP</b> 45202
<b>CONTACT NAME 1</b> URIAH SOWELL		<b>EMAIL</b> URIAH.SOWELL@ELI-LLC.COM		<b>PHONE #</b>
				<b>CELL #</b> 6153085530
<b>CONTACT NAME 2 (if applicable)</b>		<b>EMAIL</b>		<b>PHONE #</b>
				<b>CELL #</b>

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> 11132 MADISON PIKE		<b>CITY</b> CITY OF INDEPENDENCE		<b>STATE</b> Kentucky	<b>ZIP</b> 41051
<b>COUNTY</b> KENTON	<b>ROUTE #</b> KY-17	<b>MILE POINT</b> 10.74	<b>LONGITUDE (X)</b> W084.543328	<b>LATITUDE (Y)</b> N038.923767	

**ADDITIONAL LOCATION INFORMATION:**

**OPEN CUT SECTION ALONG KY-17 ROW AND EAST OF 11132 MADISON PIKE**

**FOR KYTC USE ONLY**

**PERMIT TYPE:**  Air Right  Entrance  Utilities  Vegetation Removal  Other: \_\_\_\_\_

**ACCESS:**  Full  Partial  by Permit **LOCATION:**  Left  Right  Crossing

**SECTION 3: GENERAL DESCRIPTION OF WORK**

Install underground utility by open cut inside KY-17 west ROW. Surface pavement will not be disturbed. All disturbed areas will be restored to pre-construction condition.

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.

**David Klein**

Digitally signed by David Klein  
 Date: 2026.04.21 10:13:32 -04'00'

**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



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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.

## CONFIDENTIAL PROPRIETARY TRADE SECRET



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.

**CONFIDENTIAL PROPRIETARY TRADE SECRET**



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 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.
20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
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.
22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department’s Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

**DUKE ENERGY**

UTILITY

**DAVID KLEIN**

NAME (Utility Representative)

**David Klein**

SIGNATURE (Utility Representative)

**SENIOR PROJECT MANAGER**

TITLE (Utility Representative)

Digitally signed by David Klein  
 Date: 2026.04.20 11:14:28 -04'00'

DATE



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

**CONFIDENTIAL PROPRIETARY TRADE SECRET**

**CONFIDENTIAL EXHIBIT 3(g)(2)**

**Pg. 5**

**FILED UNDER SEAL**

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 Department of Highways  
 PERMITS BRANCH

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**APPLICATION FOR ENCROACHMENT PERMIT**

KYTC KEPT #: \_\_\_\_\_

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> DAVID KLEIN		<b>ADDRESS</b> 139 E 4TH STREET		
<b>EMAIL</b> DAVID.KLEIN@DUKE-ENERGY.COM		<b>CITY</b> CINCINNATI	<b>STATE</b> OHIO	<b>ZIP</b> 45202
<b>CONTACT NAME 1</b> URIAH SOWELL		<b>EMAIL</b> URIAH.SOWELL@ELI-LLC.COM		<b>PHONE #</b>
				<b>CELL #</b> 6153085530
<b>CONTACT NAME 2 (if applicable)</b>		<b>EMAIL</b>		<b>PHONE #</b>
				<b>CELL #</b>

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b> 11319-11267 MADISON PIKE		<b>CITY</b> CITY OF INDEPENDENCE		<b>STATE</b> Kentucky	<b>ZIP</b> 41051
<b>COUNTY</b> KENTON	<b>ROUTE #</b> KY-536	<b>MILE POINT</b> 4.46	<b>LONGITUDE (X)</b> W084.544675	<b>LATITUDE (Y)</b> N038.927642	

**ADDITIONAL LOCATION INFORMATION**

CONVENTIONAL BORE CROSSING SHAW ROAD (KY-536) WEST OF 11009 MADISON PIKE.

**FOR KYTC USE ONLY**

**PERMIT TYPE:**  Air Right  Entrance  Utilities  Vegetation Removal  Other: \_\_\_\_\_

**ACCESS:**  Full  Partial  by Permit **LOCATION:**  Left  Right  Crossing

**SECTION 3: GENERAL DESCRIPTION OF WORK**

Install underground utility crossing beneath Shaw Road (KY-536) by conventional bore. Bore will cross perpendicular to roadway with entry and exit pits located outside the traveled way. Surface pavement will not be disturbed. All disturbed areas will be restored to pre-construction condition.

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.

**David Klein**

Digitally signed by David Klein  
 Date: 2026.04.21 10:09:10 -04'00'

**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 BRANCHTC 99-1A  
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Page 2 of 4**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.
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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.

## CONFIDENTIAL PROPRIETARY TRADE SECRET



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## APPLICATION FOR ENCROACHMENT PERMIT

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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.
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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.
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CONFIDENTIAL PROPRIETARY TRADE SECRET



KENTUCKY TRANSPORTATION CABINET
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APPLICATION FOR ENCROACHMENT PERMIT

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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.
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20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
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.
22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

DUKE ENERGY

UTILITY

DAVID KLEIN

NAME (Utility Representative)

David Klein

SIGNATURE (Utility Representative)

SENIOR PROJECT MANAGER

TITLE (Utility Representative)

Digitally signed by David Klein
Date: 2026.04.20 11:19:40 -04'00'

DATE



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

**CONFIDENTIAL PROPRIETARY TRADE SECRET**

**CONFIDENTIAL EXHIBIT 3(g)(3)**

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**FILED UNDER SEAL**

**CONFIDENTIAL PROPRIETARY TRADE SECRET**

**CONFIDENTIAL EXHIBIT 4**

**FILED UNDER SEAL**