



155 East Broad Street
20th Floor
Columbus, Ohio, 43215

o: 614-222-1334
f: 614-222-1337

June 10, 2020

Ms. Tanowa M. Troupe
Ohio Power Siting Board
PUCO Docketing Division
180 East Broad Street, 11th Floor
Columbus, OH 43215-3716

Re: Case No. 16-253-GA-BTX
Golf Manor Permit SOP-2020-02 Losantiville Avenue Bore

Dear Ms. Troupe:

Duke Energy Ohio, Inc., is filing, herewith, Permit No. SOP-2020-02, issued by the Village of Golf Manor, for a bore under Losantiville Avenue.

Please contact me if you have any questions.

Sincerely,

Emily A. Olive, CP
Paralegal

Ron Hirth, Village Administrator
JMA Consultants, Engineer
513-531-7418 Fax: 513-531-4404
Email: r.hirth@golfmanoroh.gov



PERMIT NO.:
SOP-2020-02
(For Village use only)

STREET OPENING PERMIT & TRENCH PERMIT APPLICATION FORM

Work associated with this permit shall comply with Village of Golf Manor Public Works Construction Standards and Applicable Ordinances (Chapter 902).

Applicant Information						
Name of Licensed Contractor/Excavator: Duke Energy Ohio				Licensed Contractor # (If Applicable): <small>(For Village use only)</small>		
Street Address: 139 E. 4th Street			City/Town: Cincinnati		State: OH	ZIP: 45202
Phone No.: 513-287-2088		Cell Phone No.: 513-808-7862		24-Hr Emergency Phone No.:		
Work Location:						
Street Address: 1959 Losantiville Ave (about 475 feet west of Weihe Rd)						
Owner:		Owner's Address:		Phone No.:		Email:
Information for Proposed Trench						
Specific Location of Trench <small>(Please check all that apply):</small>				Trench Purpose/Description:		
Street	Side of Road	Sidewalk	Tree Lawn	Driveway	Private	Other
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Install 20" ST natural gas pipeline across Losantiville Ave. Work hours to be 7am to 7pm.		
Trench Type <small>(Include dimensions ONLY for trenches in Public Right of Way)</small>						
Trench Dimensions		Depth (ft)	Type: Water	Type: Sewer	Type: Drain	Type: Gas
		Length (ft)				Type: Electric
		Width (ft)				Type: Other
		Total Surface Area <small>(Length x Width)</small>				350 SF
					Grand Total Area of Surface Cut (sf)	
					350 SF	
Purpose of Permit <small>(Please check all that apply)</small>				Draw or Attach Sketch of Proposed Excavation		
<u>Non-Excavation</u> <input type="checkbox"/> Obstruct Street or Sidewalk _____ <small>(Days to remain)</small> <input type="checkbox"/> Resurface Driveway/Apron <input type="checkbox"/> Other _____ <u>Excavation</u> <input type="checkbox"/> Cable <input type="checkbox"/> Electric <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Reconstruct Driveway <input type="checkbox"/> Telephone <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Lane Closure <input type="checkbox"/> Sidewalk Closure <input type="checkbox"/> Road Closure <u>Excavation Work On</u> <input type="checkbox"/> Public <input type="checkbox"/> Private <input checked="" type="checkbox"/> Or Both				See attached drawing and restoration details. Work hours to be 7am to 7pm.		
Excavation Start Date: Mar 2021		Excavation End Date: Sept 2022				
Comments: Not exactly sure to when we will be installing this crossing.				Project Address: Assessors Map #: Lot/Parcel #:		
For Village Use Only:						
Notes:						
Special Requirements by Village						
<input type="checkbox"/> 5 Year Moratorium	<input type="checkbox"/> Grant of Location	<input type="checkbox"/> Controlled Density Fill	<input type="checkbox"/> Infrared			
<input type="checkbox"/> Special Work Zone Signage	<input type="checkbox"/> No Plates	<input type="checkbox"/> Traffic Detail(s)	<input type="checkbox"/> Notify Abutters			
<input type="checkbox"/> No Work Before _____ AM	<input type="checkbox"/> No Work After _____ PM					

ACKNOWLEDGMENTS

902.01 PERMIT REQUIRED TO OPEN STREET/SIDEWALK.

No person, firm, or corporation other than the Village Administrator or the authorized employees or agents of the Village Administrator, may make any opening in any street, alley, sidewalk, or public way of the municipality, unless a permit to make such opening shall have been obtained prior to commencement of the work, as herein provided

902.02 APPLICATION AND FEE.

Each permit for making such opening shall be confined to a single project and shall be issued by the Village Administrator. Application shall be made on a form prescribed by the Village Administrator giving the purpose of the proposed opening, the exact location of the proposed opening, the type of paving to be excavated, the area and depth to be excavated and such other facts as may be requested by the Village Administrator in the application. A fee as adopted by the Village Administrator and approved by the Village Engineer to recover the cost to administer this program, shall be collected by the Village Administrator before issuing such permit. Such application fee shall be paid into the General Fund of the Municipality By applying for, accepting and signing the permit, the applicant shall attest that they have read and understand (1) the regulations set forth herein, including the requirements to restore the street or sidewalk excavation, (2) all required by public safety practices with regard to construction related excavations and trench safety, (3) the Federal safety standards promulgated by the Occupational Safety and Health Administration for excavation, and (4) any other requirements established by the Village Engineer for such specific excavation.

902.03 PERMIT ISSUED, WHEN.

The permit shall be issued only after bond, or other surety, sufficient to cover the cost of restoration has been posted with the Village Administrator, conditioned upon prompt and satisfactory refilling of excavations and restoration of all surfaces disturbed.

902.04 CONDITIONS AND REQUIREMENTS FOR STREET AND SIDEWALK OPENINGS.

The following conditions and requirements shall apply to all applications for street and/or sidewalk openings: Persons engaging in any trenching operation shall familiarize themselves with the Federal safety standards promulgated by the Occupational Safety and Health Administration for excavations. No trench may be excavated unless the requirements of Federal, State and Local standards and regulations have been met and the permit is invalid unless and until said requirements have been complied with by the excavator applying for the permit. Trenches may pose a significant health and safety hazard. An excavator shall not leave any open trench unattended. Excavators shall consult regulations promulgated by the Federal, State and Local codes in order to familiarize themselves with the recognized safety hazards associated with excavations and open trenches and the procedures required or recommended by said department in order to eliminate said safety hazards which may include covering, barricading or otherwise protecting open trenches from accidental entry. At a minimum, any excavation or opening must be fully barricaded at all times to prevent injury to persons or animals. Any required traffic control shall be contracted through the Village Police Department or the Chief of Police's designee. Excavators engaging in any trenching operation who utilize hoisting or other mechanical equipment shall only employ individuals licensed to operate said equipment by the Department of Public Safety presented to said licensed operator before any excavation is commenced. Any person engaged in or employing others in excavating or otherwise in any manner obstructing a portion or all of any street, sidewalk, alley, or other public way, at all times during the night season shall cause the area to be secured consistent with the requirement of the Ohio Manual of Uniform Traffic Control Devices. Any permit issued shall be posted in plain view on the site of the trench and/or a copy maintained at all times on site.

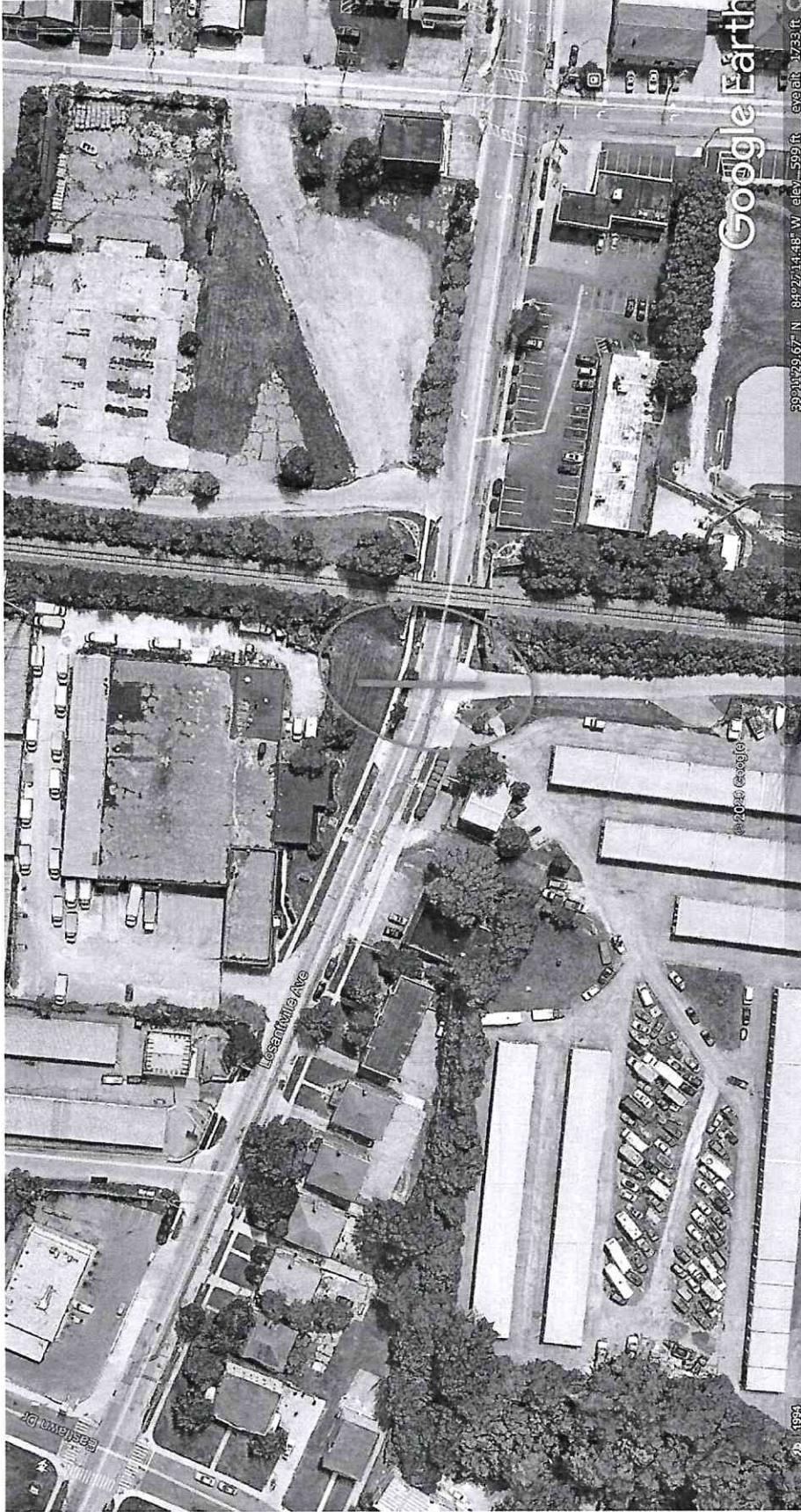
902.05 RESTORATION OF PAVEMENT.

The opening and restoration of a pavement, or other surface, shall be performed under the direction and to the satisfaction of the Village Administrator, and in accordance with rules, regulations, and specifications heretofore or hereafter established by the Council. Upon failure or refusal of the permittee satisfactorily to fill the excavation, restore the surface, and remove all excess materials within the time specified in the permit or where not specified therein, within a reasonable time after commencement of the work, the Village may proceed, without notice, to make such fill and restoration and the bond required herein shall be deemed forfeited. Thereupon, such funds shall be paid into the general fund for the street repairs. Any funds forfeited in excess of such repair costs shall be paid to the permittee. If the amount of such services performed by the municipality should exceed the amount of such deposit, the Village Fiscal Officer shall proceed to collect the remainder due from such permittee. If the security posted is a surety bond, notice shall be given to the surety to complete such restoration. The restoration of any opening made in a street right-of-way pursuant to this section outside of the paved surface shall be made by backfilling the opening with compacted granular backfill or controlled density backfill to a distance of four feet from improved portion of street, or to the satisfaction of the Village Administrator. The top filling of the backfill shall be of soil. That portion of any opening that is in the improved portion of a street shall be restored by filling said opening with compacted granular backfill or controlled density backfill properly compacted, but the improved portion shall be rebuilt to the street specifications of the type of street that has been opened, and at the recommendation of the Village Engineer, the restoration may extend from curb to curb within the impacted street, if such impacted street has been constructed or reconstructed with asphalt within the previous five (5) years for concrete within the previous ten (10) years. All sections of concrete roadway that have been cut or damaged shall be replaced to the nearest joint. Additional sections of concrete may need to be removed beyond the visibly damaged sections if there are any voids under the concrete roadway at the joints. New concrete roadway shall match the thickness of the existing roadway and include the same reinforcing bar as the removed sections. If the centerline joint had reinforcing bar in the concrete between the two sections of concrete, the contractor shall insert epoxy coated rebar dowels back into the existing slab at the same spacing and size as the existing rebar. Whenever any tunneling, boring or drilling under a street right-of-way with an opening in excess of six inches is made, the opening shall be refilled by blowing or compacting either compacted granular backfill or controlled density backfill around any pipe or conduit inserted in such opening.

902.99 PENALTY.

A violation of this chapter shall be an unclassified misdemeanor punishable by a fine of up to \$1,000 for a first offense, and \$2,000 for a second and subsequent offenses. Each day when an offense has occurred or when the work has not been properly permitted may be cited as a separate offense. The imposition of a fine under this chapter shall not prevent the Village from proceeding with civil action against an offender for any damages done to the sidewalks or the roadways in the Village of Golf Manor.

(Signatures) Please read application and above acknowledgments before signing. The following attest by signature below that they have been read, understood and parties assume full responsibility for all conditions of this permit application.		
Applicant's Signature: <i>Nick Weil</i>	Date: 4/30/2020	<input type="checkbox"/> Check if Applicant is Excavator <input type="checkbox"/> Check if Applicant is Owner
Excavator's Signature:	Date:	
Owner's Signature (if different) [For work on private property]:	Date:	
Permit Approved By (For Village use only - Do not write in this section): <i>Ron Jelen</i>	Date: 6/1/2020	Permit Expiration Date: 9/30/2020
Remit Fee Amount: 250 ⁰⁰ paid		

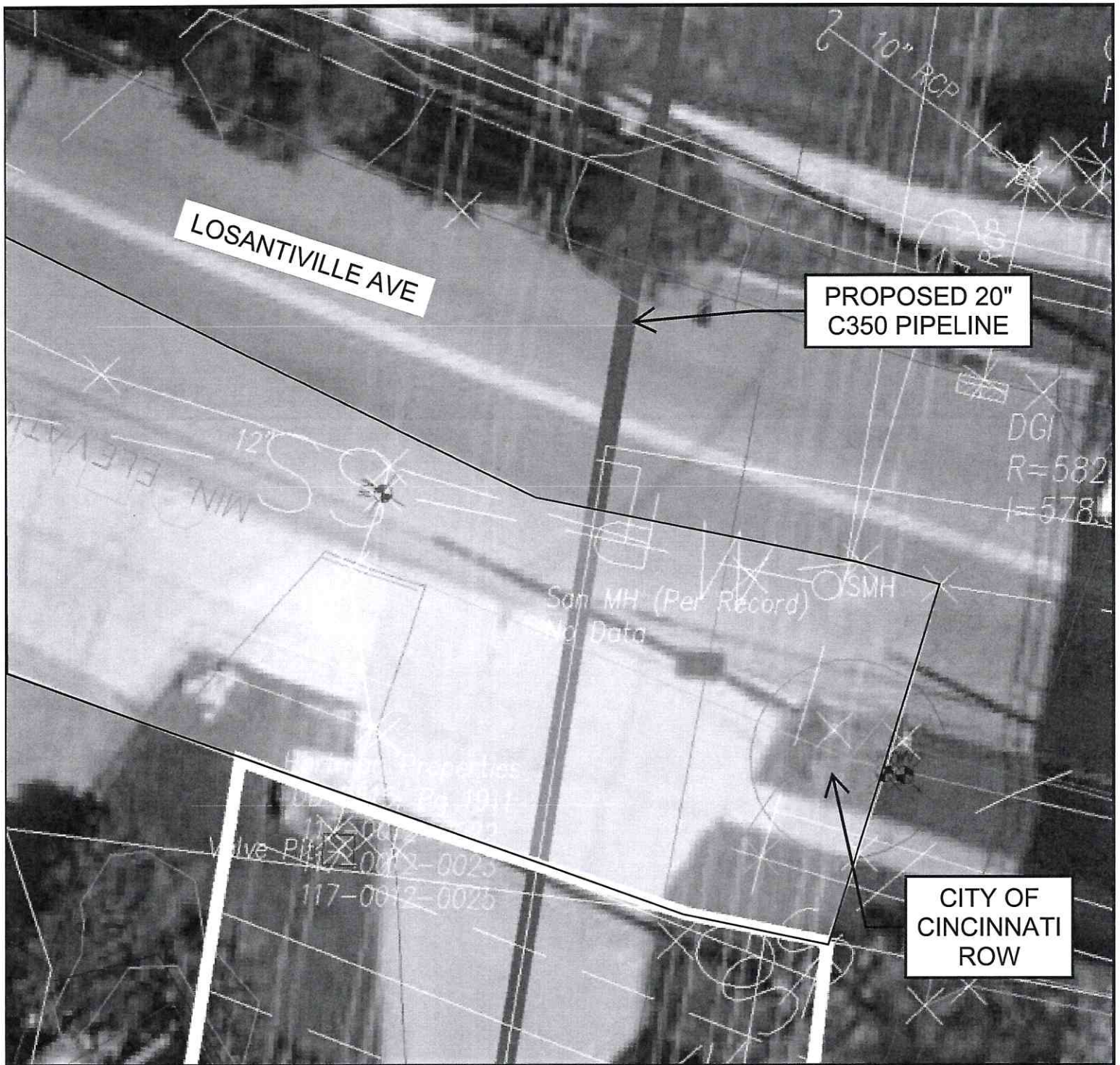


LOSANTIVILLE OPEN
CUT

C350 PIPELINE
HAMILTON COUNTY, OH



ISSUE FOR PERMITTING
03/20/2020



LOSANTIVILLE AVE

PROPOSED 20"
C350 PIPELINE

CITY OF
CINCINNATI
ROW



LOSANTIVILLE OPEN
CUT

C350 PIPELINE
HAMILTON COUNTY, OH



ISSUE FOR PERMITTING
03/20/2020



**Right of Way Performance and Completion Bond - Single Job
Definite Term**

Bond No. 107208605

KNOW ALL MEN BY THESE PRESENTS:

THAT WE DUKE ENERGY OHIO, INC. as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of _____, as Surety, are held and firmly bound unto VILLAGE OF GOLF MANOR, as Obligee, in the penal sum of One Thousand Six Hundred and 00/100 (\$1,600.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:

Right of Way Restoration - installing approx. 13 or 14 miles of natural gas pipeline - WW Feed Station
(the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that either the Permitted Work will be completed in its entirety or the public right of way will be restored to its condition prior to the commencement of the Permitted Work if the Principal fails to complete the Permitted Work to the satisfaction of the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is for a definite term beginning May 6, 2020, and ending May 6, 2021, and may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

SIGNED, SEALED AND DATED this May 6, 2020

DUKE ENERGY OHIO, INC.

By: _____  Principal

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

By:  Elizabeth Marrero Attorney-in-fact

N/A _____

Producer Name
(Required in Arizona Only)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Elizabeth Marrero of Philadelphia, Pennsylvania** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Señor Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of May, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 03/20/2020

Effective 04/02/2020

Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

of Connecticut is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Multiple Peril - Farmowners
Aircraft	Multiple Peril - Homeowners
Allied Lines	Ocean Marine
Boiler & Machinery	Other Liability
Burglary & Theft	Private Passenger Auto - Liability
Commercial Auto - Liability	Private Passenger Auto - No Fault
Commercial Auto - No Fault	Private Passenger Auto - Physical Damage
Commercial Auto - Physical Damage	Surety
Credit	Workers Compensation
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$4,386,702,020, liabilities in the amount of \$2,263,017,456, and surplus of at least \$2,123,684,564.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director

