



October 4, 2021

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
Opinion and Order Condition No. 32 City of Reading

Dear Ms. Troupe:

Please find attached the following documents relating to Opinion and Order Condition No. 32:

1. An ordinance from the City of Reading to Duke Energy Ohio regarding restoration of areas impacted by Central Corridor Pipeline;
2. Release Agreement between the City of Reading and Duke Energy Ohio regarding right of way restoration; and
3. A letter from the City of Reading and Duke Energy Ohio, Inc. (Duke Energy Ohio) advising neighbors of restoration work relating to the Central Corridor Pipeline;

Duke Energy Ohio sets forth this communication to certify its adherence with Condition No. 32 of the OPSB's Opinion, Order and Certificate pertaining to Case No. 16-253-GA-BTX.

Please contact me if you have any questions.

Sincerely,

Emily A. Olive, CP
Paralegal

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH DUKE ENERGY, OHIO (DEO) GRANTING A RELEASE FOR RIGHT OF WAY (ROW) RESTORATION AND DECLARING AN EMERGENCY.

WHEREAS, on November 21, 2019, DEO was granted a certificate (the "Certificate") by the Ohio Power Siting Board ("OPSB") to install a 12.7-mile natural gas pipeline project known as the Central Corridor Pipeline project (the "Project"), subject to various conditions including the obligation to restore areas impacted by the Project;

WHEREAS, the Project starts at an existing 24" diameter pipeline at WW Feed Station in Hamilton County, Ohio, and traverses 12.7 miles south through various neighborhoods in the Cincinnati metropolitan area, including the City of Reading;

WHEREAS, DEO was granted a permit by the City of Reading to install the portion of the Project within the right of way that passes through Reading's jurisdictional boundaries (the "Reading Permit") along the route more specifically described in Exhibit A, attached hereto (the "Reading ROW");

WHEREAS, a condition of the Reading Permit requires DEO to restore the Reading ROW to its preconstruction condition as it existed immediately prior to the commencement of the work performed by DEO pursuant to the Reading Permit;

WHEREAS, the City has informed DEO that, the City intends to undertake a project in the Reading ROW to replace and upgrade its own aging waterlines and existing curbing (the "City Project") on Third Street, which is outside the scope of DEO's Project; and

WHEREAS, the DEO Project and the City Project are on separate timelines;

WHEREAS, the City has requested that, following installation of the Project, that DEO suspend and terminate completion of the restoration work without performing the curb-to-curb milling and final resurfacing of the affected road and that DEO not replace the curbs along such road (the "Reserved Work"), so that the City Project can be completed prior to completion of the Reserved Work and to save time, resources and the expense of duplicating the restoration of the site;

WHEREAS, after completion of DEO's other work in the Reading ROW, DEO is willing suspend and terminate completion of the restoration work without performing the Reserved Work, as requested by the City, provided that the City agrees to assume all of DEO's obligations under the Certificate and the Reading Permit to perform the Reserved Work and to release DEO from all further obligation to restore the Reading ROW in exchange for DEO's payment to the City of the cost to perform the Reserved Work in the amount mutually agreed by the Parties and specified in this Agreement; and

WHEREAS, the City of Reading is willing to assume the obligations to perform the Reserved Work and to release DEO from all further obligation to restore the Reading ROW in accordance with the terms of this Agreement; Now Therefore

BE IT ORDAINED by the Council of the City of Reading, Ohio:

SECTION I: That the Council of the City of Reading authorizes the safety service director to execute the attached agreement releasing Duke Energy Ohio of its responsibility to repave the pavement and any damaged curbing between the area East of the Railroad Track on Mechanic Street to Third Street, The entire length of Third Street (less the west side of boulevard on Third), and a small portion of Vorhees Street.

Suspend 3rd 7-0

| ROLL CALL STAMP | | | |
|---------------------|-----|-----|-----|
| | Yes | No | Abs |
| ___ Powell | ✓ | ___ | ___ |
| ___ Gertz | ✓ | ___ | ___ |
| ___ Lynd | ✓ | ___ | ___ |
| ___ Albrinck | ✓ | ___ | ___ |
| <u>1</u> Lindeman | ✓ | ___ | ___ |
| ___ Eadicicco | ✓ | ___ | ___ |
| <u>2</u> Fischesser | ✓ | ___ | ___ |

Adopt 7-0

| ROLL CALL STAMP | | | |
|--------------------|-----|-----|-----|
| | Yes | No | Abs |
| ___ Powell | ✓ | ___ | ___ |
| ___ Gertz | ✓ | ___ | ___ |
| ___ Lynd | ✓ | ___ | ___ |
| ___ Albrinck | ✓ | ___ | ___ |
| <u>2</u> Lindeman | ✓ | ___ | ___ |
| <u>1</u> Eadicicco | ✓ | ___ | ___ |
| ___ Fischesser | ✓ | ___ | ___ |

SECTION II: That Duke Energy Ohio will compensate the City of Reading in the amount of \$461,052.56 for their release of the paving work, which will allow the City to engineer a project that will incorporate full curb replacement of third street and replace the water main on Third Street between Benson and Mechanic. That the compensation amount has been fully reviewed by the City's engineer who has said that the compensation amount is an adequate value for the work Duke would have completed.

SECTION III: The monies received from Duke shall be deposited in the Streets and Curbs Fund.

SECTION IV: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety; the reason for the emergency being that agreement must be entered so the City can begin planning for a project to replace the streets, curbs, and water main.

THEREFORE, this Ordinance shall take effect immediately from and after its passage.

Passed this 21 day of September, 2021

ATTEST:

Carla Kacher
Clerk of Council

Christopher Nesluit
President of Council

Approved September 21, 2021

Robert Bemmes
Mayor

Approved as to form:

[Signature]
Law Director

| ROLL CALL STAMP | | | |
|-----------------|-----|-----|-----|
| | Yes | No | Abs |
| ___ Powell | ___ | ___ | ___ |
| ___ Gertz | ___ | ___ | ___ |
| ___ Lynd | ___ | ___ | ___ |
| ___ Albrinck | ___ | ___ | ___ |
| ___ Lindeman | ___ | ___ | ___ |
| ___ Eadicicco | ___ | ___ | ___ |
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| ROLL CALL STAMP | | | |
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| | Yes | No | Abs |
| ___ Powell | ___ | ___ | ___ |
| ___ Gertz | ___ | ___ | ___ |
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| ___ Lindeman | ___ | ___ | ___ |
| ___ Eadicicco | ___ | ___ | ___ |
| ___ Fischesser | ___ | ___ | ___ |

RELEASE REGARDING RIGHT OF WAY RESTORATION

THIS RELEASE REGARDING RIGHT OF WAY RESTORATION (the "Agreement") is entered into on this 22 day of September, 2021 between Duke Energy Ohio, Inc., an Ohio corporation ("DEO") and the city of Reading, Ohio (the "City of Reading" or the "City"). Hereinafter DEO and the City of Reading may each be individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, on November 21, 2019, DEO was granted a certificate (the "Certificate") by the Ohio Power Siting Board ("OPSB") to install a 12.7-mile natural gas pipeline project known as the Central Corridor Pipeline project (the "Project"), subject to various conditions including the obligation to restore areas impacted by the Project;

WHEREAS, the Project starts at an existing 24" diameter pipeline at WW Feed Station in Hamilton County, Ohio, and traverses 12.7 miles south through various neighborhoods in the Cincinnati metropolitan area, including the City of Reading;

WHEREAS, on 6/25/20 DEO was granted a permit by the City of Reading to install the portion of the Project within the right of way that passes through Reading's jurisdictional boundaries (the "Reading Permit") along the route more specifically described in Exhibit A, attached hereto (the "Reading ROW");

WHEREAS, a condition of the Reading Permit requires DEO to restore the Reading ROW to its pre-construction condition as it existed immediately prior to the commencement of the work performed by DEO pursuant to the Reading Permit;

WHEREAS, the City has informed DEO that, the City intends to undertake a project in the Reading ROW to replace and upgrade its own aging waterlines and existing curbing (the "City Project"), which is outside the scope of DEO's Project; and

WHEREAS, the DEO Project and the City Project are on separate timelines;

WHEREAS, the City has requested that, following installation of the Project, that DEO suspend and terminate completion of the restoration work without performing the curb-to-curb milling and final resurfacing of the affected road and that DEO not replace the curbs along such road (the "Reserved Work"), so that the City Project can be completed prior to completion of the Reserved Work and to save time, resources and the expense of duplicating the restoration of the site;

WHEREAS, after completion of DEO's other work in the Reading ROW, DEO is willing suspend and terminate completion of the restoration work without performing the Reserved Work, as requested by the City, provided that the City agrees to assume all of DEO's obligations under the Certificate and the Reading Permit to perform the Reserved Work and to release DEO from all further obligation to restore the Reading

ROW in exchange for DEO's payment to the City of the cost to perform the Reserved Work in the amount mutually agreed by the Parties and specified in this Agreement; and

WHEREAS, the City of Reading is willing to assume the obligations to perform the Reserved Work and to release DEO from all further obligation to restore the Reading ROW in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Completion of the DEO Work and Payment of Restoration Charges. Upon completion by DEO of its pipeline work on the Project in the Reading ROW and without completing the Reserved Work, DEO shall turn over and release the work site specified in Exhibit A (the "Restoration Area") to the City and shall pay the City restoration charges in the amount of \$461,052.56 (the "Restoration Charges") as full satisfaction of its obligations to restore the Restoration Area to its preconstruction conditions, as required under the Certificate and the Reading Permit.
2. Performance of the Restoration Work by the City. Upon receipt of the Restoration Charges from DEO, the City of Reading hereby agrees to assume all further obligations of DEO to restore the Restoration Area, including the completion of the Reserved Work to its preconstruction condition. The City agrees to properly perform and complete the restoration work (the "Restoration Work") in accordance with prudent industry practices used in the construction industry and in accordance with all applicable laws. The City shall provide and pay for all items and services necessary for the proper execution and completion of the Restoration Work and shall be solely responsible for all means, methods, techniques, sequences, procedures, safety and quality assurance, and quality control programs in connection with the performance of the Restoration Work.
3. Joint Communications to Residents. The Parties will jointly develop and distribute a statement explaining the substance of this Agreement and the process to be followed and expected timeline for completion of the Restoration Work to the residents residing in the Restoration Area.
4. Release of DEO. The City hereby agrees that upon payment by DEO of the Restoration Charges, DEO shall be released from all further obligation to restore the Restoration Area arising under the Reading Permit or otherwise and the City hereby agrees that neither DEO nor its board of directors, officers, agents, affiliates, representatives, successors and assigns (the "DEO Parties") shall have any liability for losses, injuries, damages, claims, allegations, demands, suits, actions, fees, or costs arising from, relating to, or in connection with the Restoration Work performed by the City, its employees, agents, or contractors.
5. Requisite Authority. DEO and the City each represents and warrants that it has full power and authority to enter into this Agreement and to bind it to the obligations and duties set forth herein.

6. The construction and performance of this Agreement shall be governed by the laws of the State of Ohio without giving effect to the choice of law provisions thereof.

7. This Agreement may be executed in separate counterparts and by facsimile or portable digital format (.pdf), each of which will be deemed an original and all of which together will constitute one and the same agreement.

[Signature Page to Follow]

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

Duke Energy Ohio, Inc.

The City of Reading, Ohio

By: Amy Spiller

By: Patrick Ross

Name: Amy B. Spiller

Name: Patrick Ross

Title: President, Duke Energy Ohio

Title: Safety Service Director

Date: 9/23/21

Date: 9/22/21

Exhibit A
Restoration Area





September XX, 2021

Name
Street Address
City, OH Zip

Dear Neighbor,

Allow us to first say thank you for your patience during construction of the Central Corridor Pipeline in your neighborhood. We realize it was inconvenient, noisy, and often messy. The good news is Duke Energy's crews have completed active construction in your area and are currently working on temporary restoration. Access to roads, residences, and businesses should be returning to normal.

Final restoration in the area will be delayed until Spring 2022. The reason for the delay is the City of Reading also has utility work that it needs to complete on **insert street names** in **insert months year**. The City's work requires these areas to be disrupted in order to access the underground utilities. It would not be financially prudent for Duke Energy to perform final restoration in these areas now and then have the City of Reading come in and tear up the streets again several months later and pay for another round of final restoration. Therefore, Duke Energy has worked with the City of Reading to determine how we can best approach final restoration in Reading after both projects are complete.

An agreement was reached whereby Duke Energy will give the City of Reading the funds to complete final restoration (street paving and striping, new curbs, sidewalks, etc.) in these areas at a later date. The City of Reading will then manage the final restoration after it completes its own underground utility work. This plan saves the City of Reading from having to pay for restoration costs following its own underground utility improvements.

Duke Energy is grateful for the cooperative working relationship with the City of Reading. If you see any unsafe road conditions in the interim, please contact the City of Reading at (513) **xxx-xxxx**.

Sincerely,

Jamie Olberding
Duke Energy, Senior Project Manager

Patrick Ross
City of Reading, **Insert Title**