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September 8, 2008

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SEP 12 2008

PUBLIC SERVICE  
COMMISSION

Stephanie Stumbo, Executive Director  
Public Service Commission  
211 Sower Blvd  
P.O. Box 615  
Frankfort, KY 40602

Re: North Shelby Water Company Case No. 2008-00232

Dear Ms. Stumbo:

Enclosed are the original and ten (10) copies of Encroachment Permit No. 05-0701-08. We inadvertently overlooked this Encroachment Permit in our earlier submissions regarding this case.

Yours truly,

MATHIS, RIGGS & PRATHER, P.S.C.

BY:   
Donald T. Prather

DTP/mew  
Enc.  
Cc: Duncan LeCompte; Darrell Dees; Sandy Broughman

KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
Permits Branch  
**ENCROACHMENT PERMIT**

TC 99-1  
REV 7/95

Released Date

PERMIT NO. 2502703

APPLICANT IDENTIFICATION

NAME: NORTH SHELBY WATER COMPANY  
CONTACT PERSON: Warner A. Broughman III  
ADDRESS: 3161 Custer Drive Suite 6  
CITY: Lexington  
STATE: Kentucky ZIP CODE: 40517  
PHONE: ( 859 ) 271-1778

PROJECT IDENTIFICATION

Access Control  By Permit  Partial  Full  
COUNTY: SHELBY PRIORITY ROUTE NO: KY 1848  
MILEPOINT: 8.49  LEFT  RIGHT  X-ing  
PROJECT STATUS:  MAINTENANCE  CONST  DESIGN  
PROJECT NO. STATE: RS-106-1848-08.49  
PROJECT NO. FEDERAL: \_\_\_\_\_  
ROAD/STREET NAME: Todds Point Road

TYPE OF ENCROACHMENT:

COMMERCIAL ENTRANCE - BUSINESS  
 PRIVATE ENTRANCE:  SINGLE FAMILY  FARM  
 UTILITY:  OVERHEAD  UNDERGROUND  
 GRADE:  FILL  LANDSCAPE ON R/W  
 AIRSPACE:  AGREEMENT  LEASE  
 OTHER (SPECIFY) \_\_\_\_\_

TYPE OF INDEMNITY:  BOND  CASH  
 SELF INSURED AMOUNT ENCUMBERED \$ 1000  
 OTHER

NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE: Darrell Dees, Manager  
North Shelby Water Company  
PO Box 97  
Bagdad, KY 40003

ATTACHMENTS:

STANDARD DRAWINGS (LIST ON TC 99-21 UNDER MISC )  
 APPLICANTS PLANS  
 HIGHWAY PLAN AND PROFILE SHEETS  
 TC 99-3 (PONDING ENCROACHMENT SPECS. & CONDITIONS)  
 TC 99-4 (REST AREA USAGE SPECS. & CONDITIONS)  
 TC 99-5 (TREE CUTTING/TRIMMING SPECS. & CONDITIONS)  
 TC 99-6 (CHEMICAL USE OF SPECS & CONDITIONS)  
 TC 99-10 (TYPICAL HIGHWAY BORING CROSSING DETAIL)  
 TC 99-12 (OVERHEAD UTILITY ENCROACHMENT DIAGRAM)  
 TC 99-13 (SURFACE RESTORATION METHODS)  
 TC 99-21 (ENCROACHMENT PERMIT GENERAL NOTES & SPECS )  
 TC 99-22 (AGREEMENT FOR SERVICES TO BE PERFORMED)  
 TC 99-23 (MASS TRANSIT SHELTER SPECS. & CONDITIONS)  
 OTHER ATTACHMENTS: (Specify) \_\_\_\_\_

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D/S PERMIT

**INDEMNITY:** The applicant, in order to secure this obligation, has deposited with the Transportation Cabinet as a guarantee of conformance with the Department's Encroachment Permit requirements an indemnity in the of \$ \_\_\_\_\_ as determined by the Department. It shall be the responsibility of the applicant or permittee, his heirs and assignees to keep all indemnities in full force until construction or reconstruction has been completed and duly accepted by an authorized agent of the Transportation Cabinet, Department of Highways.

**BRIEF DESCRIPTION OF WORK TO BE DONE:** (If private entrance, show sketch with pipe location. Separate attached drawings required for encroachments other than private entrances.)

Transverse crossing of KY 1848 with 20" steel casing pipe 60' long. Crossing located approximately 50 feet north of the intersection with Antioch Road.

**IMPORTANT: (PLEASE READ)** (Applicant does  does not  intend to apply for excess R/W)

When the work is completed in accordance with the terms of this encroachment permit your indemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit and accompanying permit documents and drawings remain in effect as long as the encroachment exists. **FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITEE.** It is important that you understand the requirements on this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

The permittee agrees to the following terms and conditions:

1. The permittee shall comply with and is bound by the requirements of the Department's Permits Manual as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
2. Permittee agrees that if the Department determines that vehicular capacity deficiencies or over capacity conditions develop as a result of the installation and use of this facility, the permittee shall adjust, relocate or reconstruct the facilities and/or provide and bear the expenses for signs, storage lanes or other corrective measures reasonably deemed necessary by the Department and as set forth in the Department's Permit Manual within a reasonable length of time after receipt of written notice regarding such adjustments, relocation, additions, modifications and/or corrective measures, such time to be specified in the notice. In cases where traffic signals are permitted or required, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee and/or the Department in accordance with Department policy then in force as set forth in the Traffic 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, at no expense to the Department. (This applies only to Entrance Permits.)
3. The said encroachment will not infringe on the frontage rights of an abutting owner without written consent of the said owner as hereto: "I (we) consent to the granting of attached permit."  
Date \_\_\_\_\_ (This does not apply to utilities which serve the general public.)
4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
5. A plan prepared by Broughman & Associates and dated July 2008 is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted. The permittee agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the permittee shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
6. Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
7. Permittee shall at all times from date when work is first commenced and until time as all facilities are removed from the right-of-way premise, defend, protect and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.
8. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Department may cause same to be removed, and the costs thereof shall be charged to the permittee.
9. The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.
10. Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Department, for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation or improvement of the abutting highway, the Department may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the Department is required by law to pay any or all the same.
11. The permittee understands and agrees that this permit is personal to the permittee and shall not inure to his successors and assigns without the written approval of the Department and that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the Department. (Does not apply to utilities serving the general public.)
12. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the permittee to make personal contact with \_\_\_\_\_ Resident Engineer on the project to coordinate the permitted work with the State's prime contractor on the project.
13. This permit does not alleviate any requirements of any other government agency.
14. Permittee agrees to keep the priority route in which this permit was issued clear of dirt, mud and debris during construction and for the life of this permit.

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D/5 PERMIT

THE UNDERSIGNED APPLICANT (BEING DULY AUTHORIZED REPRESENTATIVE/OWNER) DOES AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

JANUARY 1st  JULY 1st  20 09  
Completion Date

Date 8/19/08

Signature [Handwritten Signature]

RECOMMENDED FOR APPROVAL

**DISTRICT PERMIT ENGINEER**  
Title

[Handwritten Signature]  
8-27-08

Chief District Engineer

[Handwritten Signature] SEP 22 2008  
Date

PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.

INSTALLED BY:

Title

Signature

DATE

20

NOTICE TO PERMITTEE

**THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. ANY CHANGES OR VARIANCE MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE TO CONFORM WITH THE APPROVED PLANS.**

### ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

#### SAFETY

##### General Requirements

- All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, Part V1, and safety requirements shall comply with the Permits Manual
- All work necessary in shoulder or ditch line areas of a state highway is to be scheduled to be promptly completed so that hazards adjacent to the traveled-way are kept to an absolute minimum
- No more than one (1) traveled-lane is to be blocked or obstructed during normal working hours. All signs and flagmen during lane closure shall conform to the Manual on Uniform Traffic Control Devices
- When it is necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes are to be blocked or obstructed during adverse weather conditions (i.e., rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between \_\_\_\_\_ and \_\_\_\_\_
- The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.
- No non construction equipment or vehicles or office trailers will be allowed on the right-of-way during working hours.
- The right-of-way shall be left free and clear of equipment, material, and vehicles during non-working hours

##### Explosives

- No explosive devices or explosive material shall be used within state right-of-way without proper license and approval of Kentucky Department of Mines and Minerals, Explosive Division

##### Other Safety Requirements

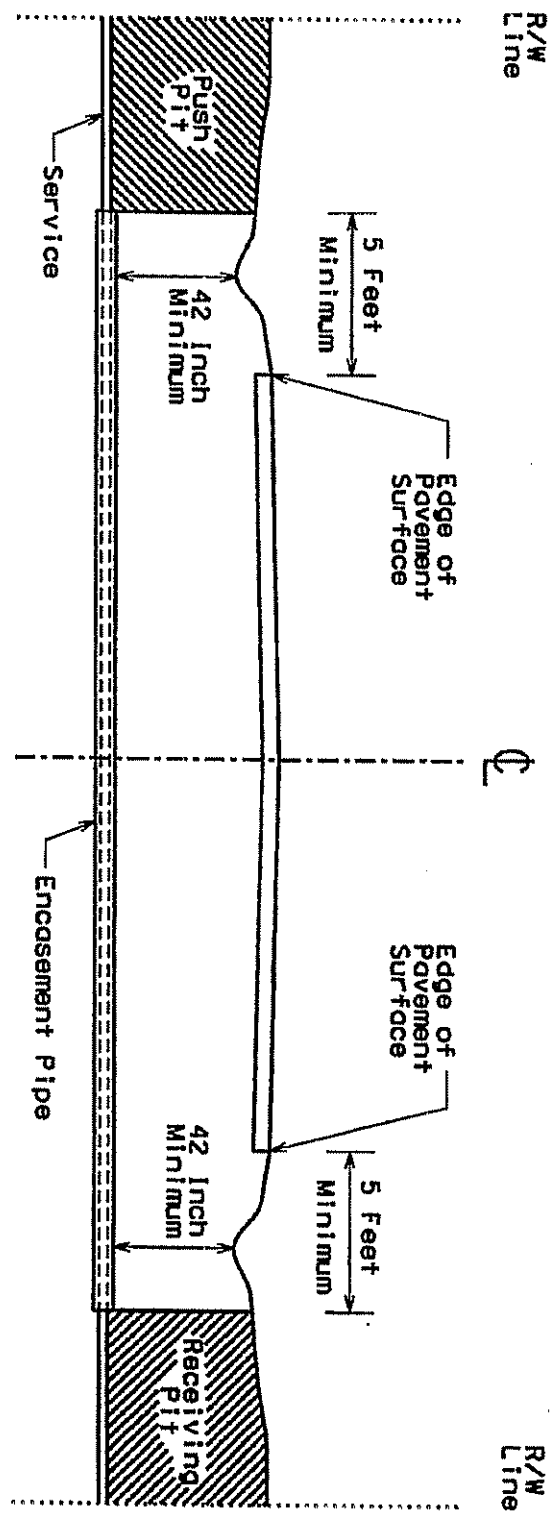
No pavement cuts - travelled lanes shall not be blocked or obstructed at any time. Permit does not relieve the applicant of the obligations of item 6, TC 99-1 page 2 or item A TC99-21, page 1 of 4.

#### UTILITIES

- All work necessary within the right-of-way shall be behind a temporary fence erected prior to a boring operation
  - The temporary woven wire fence shall be removed immediately upon completion of work on the right-of-way and control of access immediately restored to original condition, in accordance with applicable Kentucky Department of Highways Standard Drawings.
  - All vents, valves, manholes, etc. are to be located outside the right-of-way.
  - Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.
  - The boring pit and tall ditch shall extend past the existing toe of slope or bottom of ditch line and shall be a minimum of 30" deep.
  - Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual
  - Parallel lines shall be constructed between back slope of ditch line and right-of-way line and shall have a minimum of 42" cover above top of pipe or conduit. (~~42"~~ preferred)
- All pavement cuts shall be restored per Kentucky Transportation Cabinet Form No TC 99-13
- Aerial crossing of this utility line shall have a minimum clearance of \_\_\_\_\_ feet from the high point of the roadway to the low point of the line (calculated at the coefficient for expansion of 120 degrees Fahrenheit).
- The 30' clear zone requirement will be met to the extent possible in accordance with Chapter 99-02.0313 of the Permits Manual.
- Special Requirements:  
Achieve proper compaction and grading of backfill. Seed and straw or Sod area. Restore entire area to prior condition or better.

TYPICAL HIGHWAY BORING CROSSING DETAIL

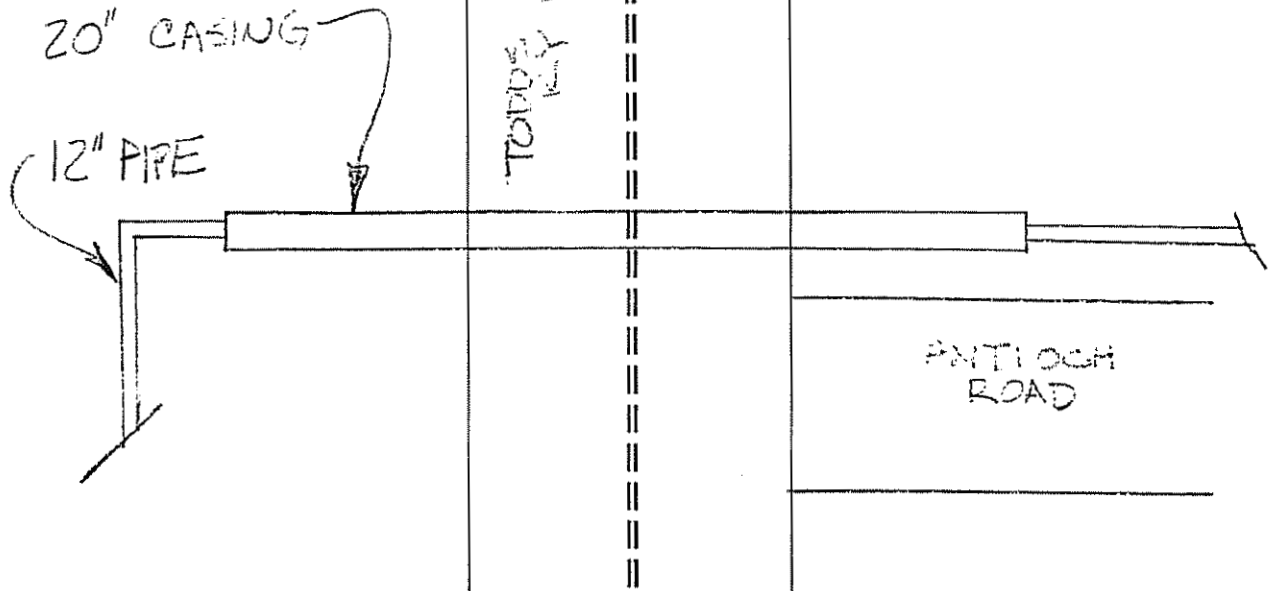
Permit No. \_\_\_\_\_  
 Route No. KY1848  
 Pavement Width 24'-7"



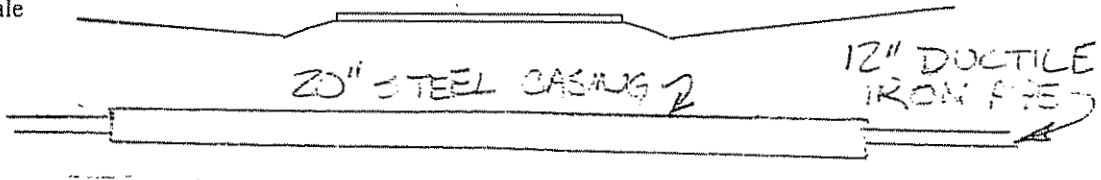
1. Push Pit and Receiving Pit shall be backfilled and thoroughly compacted.
2. All ditch lines are to remain open at all times.
3. Seed and straw all disturbed areas immediately after completing the work.
4. Provide traffic control as required to insure the safety of the travelling public in accordance with the current edition of the "Manual on Uniform Traffic Control Devices".

ALL SERVICES OVER 2" IN DIAMETER SHALL REQUIRE ENCASEMENT.

PLAN  
VIEW  
Not to Scale



TYPICAL  
CROSSSECTION  
Not to Scale



STATE HIGHWAY ENCROACHMENT PERMIT  
NORTH SHELBY WATER COMPANY

County: SHELBY

Road: Rt 1848 / TODD'S PT RD

Distance & Direction From  
Landmark:  
40 Feet NORTH

Landmark Description:  
INTERSECTION WITH  
ANTIOCH ROAD

JULY 2005

This Permit Submitted By:

Warner A. Broughman III  
and Associates