



ANDY BESHEAR
GOVERNOR

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS DISTRICT 1 OFFICE
5501 KENTUCKY DAM ROAD
PADUCAH, KY. 42003
PHONE: (270) 898-2431 FAX: (270) 898-7457
WWW.TRANSPORTATION.KY.GOV/

JIM GRAY
SECRETARY

August 26, 2020

SUBJECT: McCracken County 073
US 60 (Mile Post 7.834)
Permit Number: 01-2020-00257

Mr. Grissom,
Your application for an encroachment permit has been approved by the Department of Highways. A copy must be given to the party responsible for completing the project and must be kept at the jobsite at all times.

Please see that the work is done in strict conformity with the permit and any other applicable conditions (if there is any other attached documents, conditions or specifications). The work should be completed no later than 1 year from this date. If there are any questions regarding this permit, please do not hesitate to contact Jessica Herring, EIT II at Jessica.Herring@ky.gov.

Sincerely,

A handwritten signature in blue ink that reads "Kyle Poat, P.E.".

Kyle Poat, P.E.
Chief District Engineer
Department of Highways
District 1 – Paducah
5501 Kentucky Dam Road
Paducah, Ky. 42003



Kentucky Transportation Cabinet
 Department of Highways
 Division of Maintenance
 Permits Branch

ENCROACHMENT PERMIT

KYTC KEPT #: 01-2020-00257

Permittee: Jackson Purchase Energy Coop.

Permit Type / Subtype: Other / Fence Replacement

Work Completion Date: 8/25/2021

INDEMNITIES		
Type	Amount Required	Tracking Number
Performance Bond	\$0.00	
Cash / Check	\$0.00	
Self-Insured	\$0.00	
Payment Bond	\$0.00	
Liability Insurance	\$0.00	

This permit has been: **APPROVED** **DENIED**

Kyle Poat	D1 - Chief District Engineer	8/26/2020
SIGNATURE	TITLE	DATE

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

LOCATION(S)			
Description	County - Route	Latitude	Longitude
	McCracken - US 60	37.072501	-88.730870



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



APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 01-2020-00257

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT Jackson Purchase Energy Cooperative	ADDRESS 2900 Irvin Cobb Drive	CITY Paducah	
EMAIL		STATE KY	ZIP 42003
CONTACT NAME 1 Greg Grissom	EMAIL greg.grissom@jpenenergy.com	PHONE # (270) 442-7321	
		CELL #	
CONTACT NAME 2 (if applicable)	EMAIL	PHONE #	
		CELL #	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS 6525 US Hwy 60 West	CITY Paducah	STATE Kentucky	ZIP 42001
COUNTY McCracken	ROUTE # 60	MILE POINT 7.834	LONGITUDE (X) -88.729754
			LATITUDE (Y) 37.072779

ADDITIONAL LOCATION INFORMATION:

FOR KYTC USE ONLY

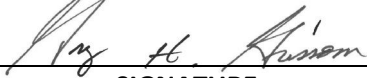
PERMIT TYPE: Air Right Entrance Utilities Vegetation Removal Other: _____

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

SECTION 3: GENERAL DESCRIPTION OF WORK

Removal of existing right-of-way fencing along US Hwy 60 as part of the Jackson Purchase Electric Headquarters project. Fence will be replaced with decorative fence in accordance with the Policy Clarification Control of Access Fence Removal and Replacement memo dated November 8, 2017.

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.



SIGNATURE

8/21/2020

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.



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.



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.

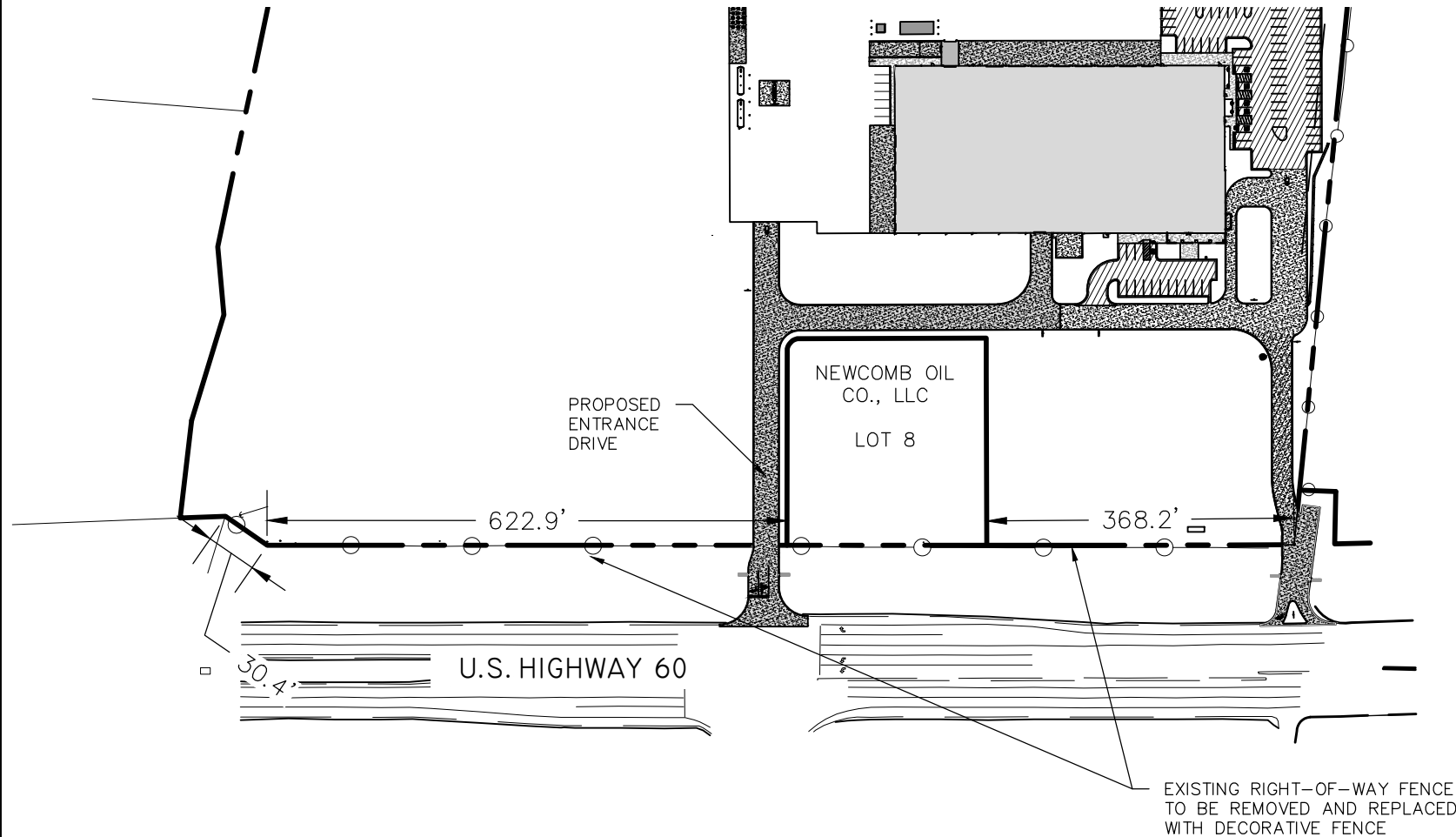


APPLICATION FOR ENCROACHMENT PERMIT

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.



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



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

500 SOUTH 17th STREET
PADUCAH, KY 42003
PHONE: 270.443.1995

403 N. COURT STREET
MARION, IL 62959
PHONE: 618.997.9190

1215 DIUGUID DRIVE
MURRAY, KY 42071
PHONE: 270.753.7307

966 DOUBLE BRIDGE RD.
LEWISBURG, TN 37091
PHONE: 931.359.4882

907 ARROW RD., SUITE 2
CHAMPAIGN, IL 61821
PHONE: 217.530.4283

www.bfwengineers.com

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PROJECT NO.
19231

DATE:
AUG. 2020

DRAWN BY:
BG

SCALE:
1" = 200'

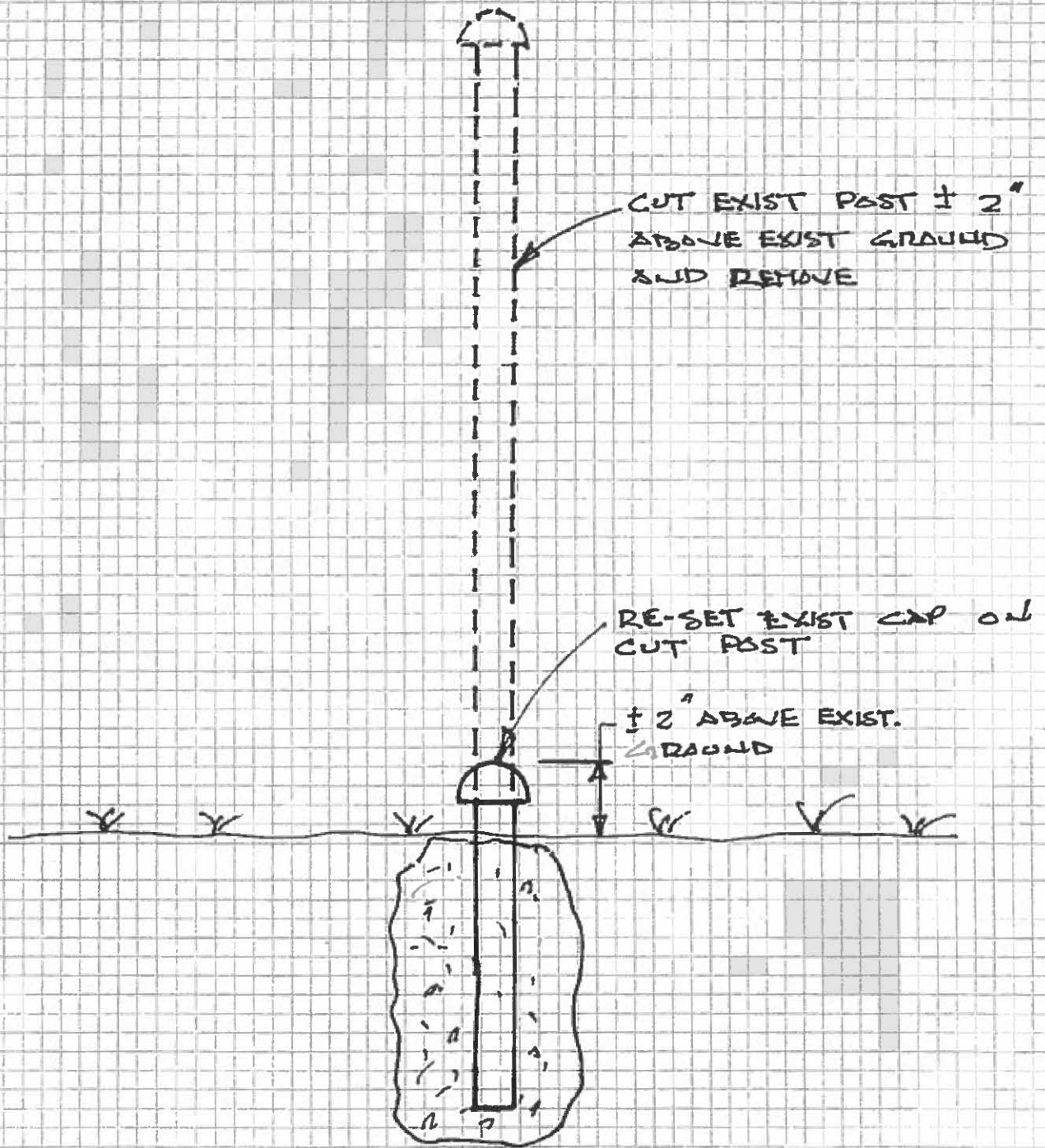
RIGHT-OF-WAY FENCE REPLACEMENT

JACKSON PURCHASE ENERGY
6525 U.S. HIGHWAY 60
PADUCAH, MCCRACKEN CO., KY 42001

SHEET
EXHIBIT

A

SHEET 1 OF 1



TITLE CUT PULL POST DETAIL

TITLE KYTC



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

- Paducah KY - 500 S. 17th St Paducah KY 42003
- Murray KY - 1215 Diuguid Dr Murray KY 42071
- Marion IL - 403 N. Court St Marion IL 62959
- Champaign IL - PO Box 8188 Champaign IL 61826
- Lewisburg TN - 966 Double Bridges Rd
Lewisburg TN 37091

www.bfwengineers.com

PREPARED BY _____
DATE _____

CHECKED BY _____
DATE _____

SHEET NO. _____ OF _____

Table 6H-2. Meaning of Symbols on Typical Application Diagrams


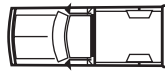





















	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or support trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by highway agency

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
 W = width of offset in feet
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Notes for Figure 6H-1—Typical Application 1 Work Beyond the Shoulder

Guidance:

1. *If the work space is in the median of a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.*

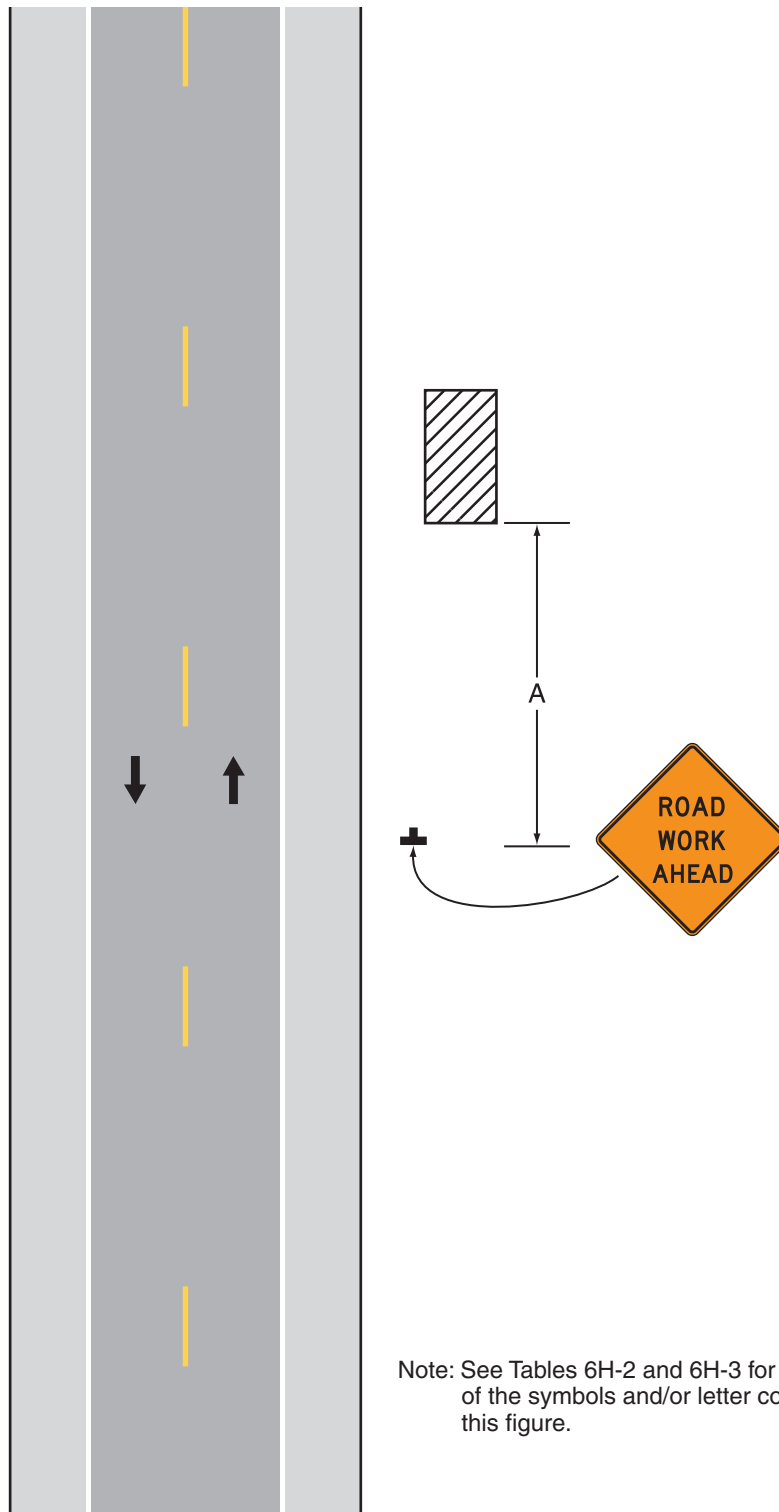
Option:

2. The ROAD WORK AHEAD sign may be replaced with other appropriate signs such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.
3. The ROAD WORK AHEAD sign may be omitted where the work space is behind a barrier, more than 24 inches behind the curb, or 15 feet or more from the edge of any roadway.
4. For short-term, short duration or mobile operation, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**

Figure 6H-1. Work Beyond the Shoulder (TA-1)



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 1