

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

In the Matter of:

Electronic Application Of Kentucky Power	)	
Company For A Certificate Of Public Convenience	)	
And Necessity To Rebuild the Wooton-Stinnett	)	
Portion of the Hazard-Pineville 161 kV Line In	)	Case No. 2022-00118
Leslie County, Kentucky (“Wooton-Stinnett 161	)	
kV Transmission Rebuild Project”)	)	

**Kentucky Power Company’s Notice of Filing of Entrance Permits**

In accordance with Paragraph 6 of the Commission’s September 22, 2022 Order in this proceeding, Kentucky Power files as **EXHIBIT A** to this notice copies of three entrance permits it received from the Kentucky Transportation Cabinet on February 16, 2024.

Respectfully submitted,



Katie M. Glass  
STITES & HARBISON PLLC  
421 West Main Street  
P. O. Box 634  
Frankfort, Kentucky 40602-0634  
Telephone: (502) 223-3477  
[kglass@stites.com](mailto:kglass@stites.com)  
COUNSEL FOR KENTUCKY POWER  
COMPANY

**EXHIBIT A**



**Andy Beshear**  
Governor

**COMMONWEALTH OF KENTUCKY**  
**TRANSPORTATION CABINET**  
Department of Highways, District 11 Office  
603 Railroad Avenue  
Manchester, Kentucky 40962  
(606) 598-2145  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

**Jim Gray**  
Secretary

February 16, 2024

Kentucky Power Co.  
3249 N. Mayo Trail  
Pikeville, Kentucky 41501

Subject: Permit #: 11-2024-00025  
Permit Type: Entrance - Private  
Approval

Dear Applicant:

Attached is your permit approval and documentation for the subject permit.

Be advised that all work must be done in conformity with permit and application conditions. If you have any questions, please contact the Permits Section at this office.

Sincerely,

Chris Harris  
D11 Engineering Support - TEBM

Attachments



An Equal Opportunity Employer M/F/D



Kentucky Transportation Cabinet  
 Department of Highways  
 Division of Maintenance  
 Permits Branch

TC 99-1 (B)  
 07/2018  
 Page 1 of 1

**ENCROACHMENT PERMIT**

**KYTC KEPT #:** 11-2024-00025

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**Permittee:** Kentucky Power Co.

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**Permit Type / Subtype:** Entrance / Private

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**Work Completion Date:** 2/9/2025

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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**

Chris Harris	D11 Engineering Support - TEBM	2/16/2024
<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>

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
	Leslie - KY 1807	37.181249	-83.262514



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

# NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK

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## PERMITTEE

Name: Kentucky Power Co.  
Contact Person:  
Address: 3249 N. Mayo Trail  
City: Pikeville  
State: Kentucky  
Zip: 41501  
Telephone:

## PROJECT IDENTIFICATION

Permit Number: 11-2024-00025

---

I wish to notify the Department of Highways that the above mentioned permit work and any necessary right-of-way restoration have been completed and are ready for final inspection.

---

Permittee

---

Please return this form to the address below when work is completed and ready for final inspection.

Please Return to: Permit Engineer  
Department of Highways, District 11 Office  
603 Railroad Avenue  
Manchester, Kentucky 40962  
(606) 598-2145  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

LOCATION(S)			
Description	County - Route	Latitude	Longitude
	Leslie - KY 1807	37.181249	-83.262514



received  
2-9-24

KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH



E-MAILED

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

APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 11-2024-00025

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT Kentucky Power Company		ADDRESS 6809 North Mayo Trail	
EMAIL rmhowell@aep.com	CITY Pikeville	STATE KY	ZIP 41501
CONTACT NAME 1 Jason Crum		EMAIL jcrum@e3co.land	PHONE # 606-637-1946 CELL # 606-367-1223
CONTACT NAME 2 (if applicable) Ryan Howell		EMAIL rmhowell@aep.com	PHONE # 606-218-7632 CELL # 606-371-4797

SECTION 2: PROPOSED WORK LOCATION

ADDRESS	CITY Wooton	STATE Kentucky	ZIP 41776
COUNTY Leslie	ROUTE # KY-1807	MILE POINT 3.605	LONGITUDE (X) -83.2607920 LATITUDE (Y) 37.1817664

ADDITIONAL LOCATION INFORMATION:

FOR KYTC USE ONLY

PERMIT TYPE:  Air Right  Entrance  Utilities  Vegetation Removal  Other: Temp entrance

ACCESS:  Full  Partial  by Permit LOCATION:  Left  Right  Crossing

SECTION 3: GENERAL DESCRIPTION OF WORK

Wooton-Leslie 161kV Line WO# 42441252-03 BPID# P14030011 AR-01. The purpose of this temporary construction entrance is to aid in the reconstruction of an aerial transmission line in Leslie County, Kentucky. This line is an integral part of the maintenance and upgrades for the existing transmission system. Applicant agrees to all rules and regulations set forth by the Department of Transportation and attached to this permit.

APPROVED

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]  
SIGNATURE

2/1/2024  
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.
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.

Kentucky Power Company  
UTILITY

Ryan Howell  
NAME (Utility Representative)

[Signature]  
SIGNATURE (Utility Representative)

Transmission ROW Agent SR.  
TITLE (Utility Representative)

2/1/2024  
DATE



Know what's below. Call before you dig.

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

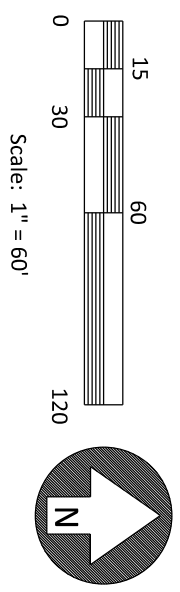


PROPOSED AEP ACCESS ROAD AR-01  
 ENTRANCE (OFF OF KY-1807)  
 LAT: 37.1817664°  
 LONG: -83.2607920°

KY-1807

AEP STRUCTURE 1252-2

AEP STRUCTURE 1252-1



P.O. BOX 204  
 165 FOSTER LANE  
 STANFORD, KY 40484  
 PHONE (606) 365-8362  
 FAX (606) 365-1097

PLAN VIEW  
 KENTUCKY POWER COMPANY  
 KY-1807  
 TEMPORARY CONSTRUCTION ENTRANCE  
 ACCESS ROAD 01  
 LESLIE COUNTY, KENTUCKY

DATE: 01/02/2024  
 SCALE: 1" = 60'  
 DRAWN BY: ASA  
 APPROVED BY: DKING  
 FILENAME: 21164 ACCESS RDS  
 SHEET 2 OF 7



Andy Beshear  
Governor

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
Department of Highways, District 11 Office  
603 Railroad Avenue  
Manchester, Kentucky 40962  
(606) 598-2145  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

Jim Gray  
Secretary

February 16, 2024

Kentucky Power Co.  
3249 N. Mayo Trail  
Pikeville, Kentucky 41501

Subject: Permit #: 11-2024-00026  
Permit Type: Entrance - Private  
Approval

Dear Applicant:

Attached is your permit approval and documentation for the subject permit.

Be advised that all work must be done in conformity with permit and application conditions. If you have any questions, please contact the Permits Section at this office.

Sincerely,

Chris Harris  
D11 Engineering Support - TEBM

Attachments



An Equal Opportunity Employer M/F/D



Kentucky Transportation Cabinet  
 Department of Highways  
 Division of Maintenance  
 Permits Branch

TC 99-1 (B)  
 07/2018  
 Page 1 of 1

**ENCROACHMENT PERMIT**

**KYTC KEPT #:** 11-2024-00026  
 \_\_\_\_\_  
**Permittee:** Kentucky Power Co.  
 \_\_\_\_\_  
**Permit Type / Subtype:** Entrance / Private  
 \_\_\_\_\_  
**Work Completion Date:** 2/9/2025  
 \_\_\_\_\_

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**

Chris Harris	D11 Engineering Support - TEBM	2/16/2024
<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>

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
	Leslie - KY 1807	37.178357	-83.265839



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

# NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK

---

## PERMITTEE

Name: Kentucky Power Co.  
Contact Person:  
Address: 3249 N. Mayo Trail  
City: Pikeville  
State: Kentucky  
Zip: 41501  
Telephone:

## PROJECT IDENTIFICATION

Permit Number: 11-2024-00026

---

I wish to notify the Department of Highways that the above mentioned permit work and any necessary right-of-way restoration have been completed and are ready for final inspection.

---

Permittee

---

Please return this form to the address below when work is completed and ready for final inspection.

Please Return to: Permit Engineer  
Department of Highways, District 11 Office  
603 Railroad Avenue  
Manchester, Kentucky 40962  
(606) 598-2145  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

LOCATION(S)			
Description	County - Route	Latitude	Longitude
	Leslie - KY 1807	37.178357	-83.265839



received 2-9-24

KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH



E-MAILED 2-16-24

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

### APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 11-2024-00026

#### SECTION 1: APPLICANT CONTACT INFORMATION

<b>APPLICANT</b> Kentucky Power Company	<b>ADDRESS</b> 6809 North Mayo Trail		
<b>EMAIL</b> rmhowell@aep.com	<b>CITY</b> Pikeville	<b>STATE</b> KY	<b>ZIP</b> 41501
<b>CONTACT NAME 1</b> Jason Crum	<b>EMAIL</b> jcrum@e3co.land	<b>PHONE #</b> 606-637-1946	
		<b>CELL #</b> 606-367-1223	
<b>CONTACT NAME 2 (if applicable)</b> Ryan Howell	<b>EMAIL</b> rmhowell@aep.com	<b>PHONE #</b> 606-218-7632	
		<b>CELL #</b> 606-371-4797	

#### SECTION 2: PROPOSED WORK LOCATION

<b>ADDRESS</b>	<b>CITY</b> Wooton	<b>STATE</b> Kentucky	<b>ZIP</b> 41776
<b>COUNTY</b> Leslie	<b>ROUTE #</b> KY-1807	<b>MILE POINT</b> 3.33	<b>LONGITUDE (X)</b> -83.2658519
			<b>LATITUDE (Y)</b> 37.1783581

#### 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

Wooton-Leslie 161kV Line WO# 42441252-03 BPID# P14030011 AR-04. The purpose of this temporary construction entrance is to aid in the reconstruction of an aerial transmission line in Leslie County, Kentucky. This line is an integral part of the maintenance and upgrades for the existing transmission system. Applicant agrees to all rules and regulations set forth by the Department of Transportation and attached to this permit.

APPROVED

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

2/1/2024  
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.
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.

Kentucky Power Company  
UTILITY

Ryan Howell  
NAME (Utility Representative)

  
SIGNATURE (Utility Representative)

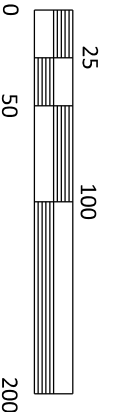
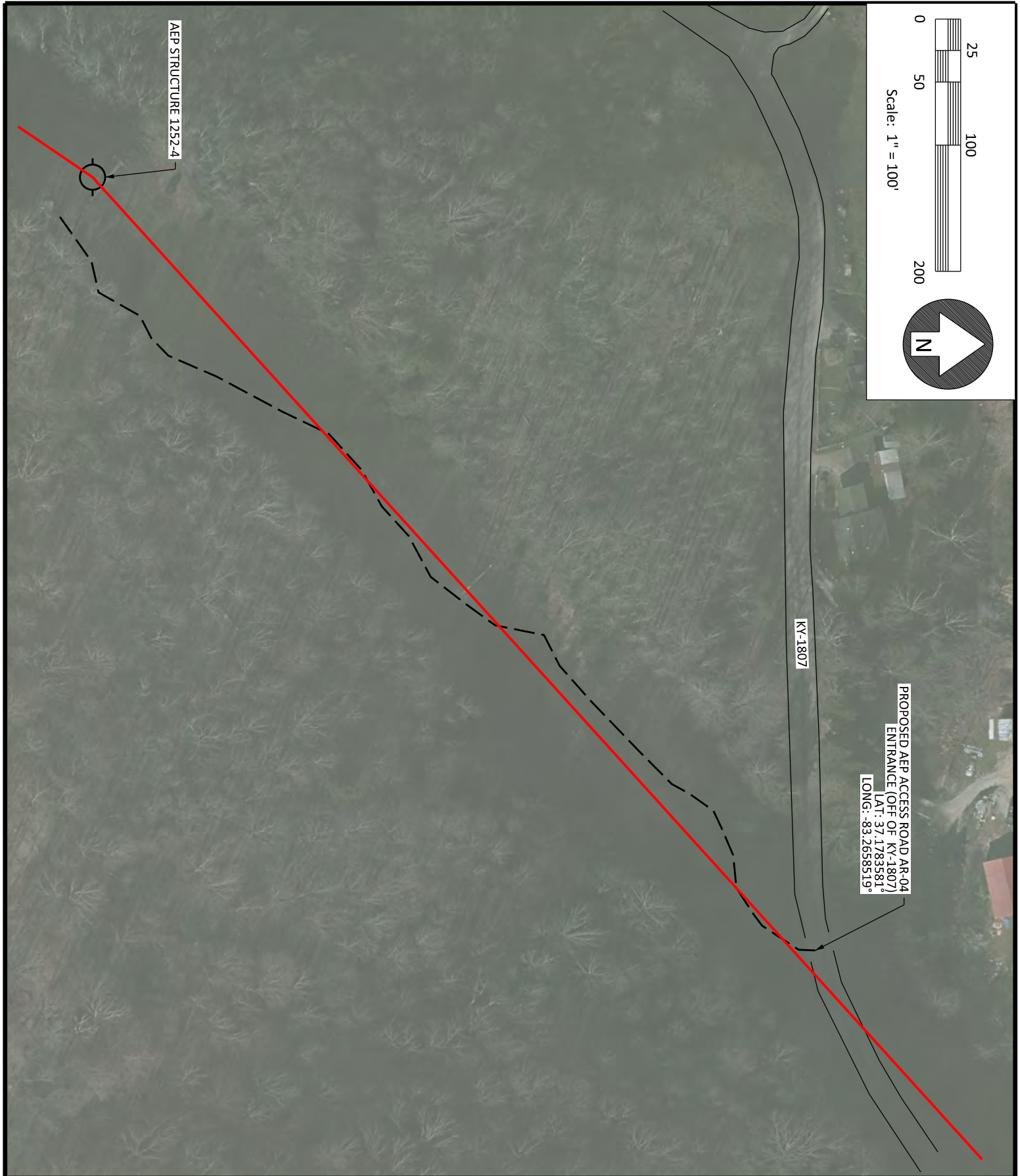
Transmission ROW Agent SR.  
TITLE (Utility Representative)

2/1/2024  
DATE



Know what's below. Call before you dig.

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



Scale: 1" = 100'

AEP STRUCTURE 1252-4

KY-1807

PROPOSED AEP ACCESS ROAD AR-04  
 ENTRANCE (OFF OF KY-1807)  
 LAT: 37.1783581°  
 LONG: -83.2638519°



P.O. BOX 204  
 165 FOSTER LANE  
 STANFORD, KY 40484  
 PHONE (606) 365-8362  
 FAX (606) 365-1097

PLAN VIEW  
 KENTUCKY POWER COMPANY  
 KY-1807  
 TEMPORARY CONSTRUCTION ENTRANCE  
 ACCESS ROAD 04  
 LESLIE COUNTY, KENTUCKY

DATE: 01/02/2024  
 SCALE: 1" = 100'  
 DRAWN BY: ASA  
 APPROVED BY: DKING  
 FILENAME: 21164 ACCESS RDS  
 SHEET 4 OF 7



**Andy Beshear**  
Governor

**COMMONWEALTH OF KENTUCKY**  
**TRANSPORTATION CABINET**  
Department of Highways, District 11 Office  
603 Railroad Avenue  
Manchester, Kentucky 40962  
(606) 598-2145  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

**Jim Gray**  
Secretary

February 16, 2024

Kentucky Power Co.  
3249 N. Mayo Trail  
Pikeville, Kentucky 41501

Subject: Permit #: 11-2024-00027  
Permit Type: Entrance - Commercial  
Approval

Dear Applicant:

Attached is your permit approval and documentation for the subject permit.

Be advised that all work must be done in conformity with permit and application conditions. If you have any questions, please contact the Permits Section at this office.

Sincerely,

Chris Harris  
D11 Engineering Support - TEBM

Attachments



An Equal Opportunity Employer M/F/D



Kentucky Transportation Cabinet  
 Department of Highways  
 Division of Maintenance  
 Permits Branch

TC 99-1 (B)  
 07/2018  
 Page 1 of 1

**ENCROACHMENT PERMIT**

**KYTC KEPT #:** 11-2024-00027

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**Permittee:** Kentucky Power Co.

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**Permit Type / Subtype:** Entrance / Commercial

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**Work Completion Date:** 2/9/2024

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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**

Chris Harris	D11 Engineering Support - TEBM	2/16/2024
<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>

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
	Leslie - KY 1807	37.181044	-83.262766



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

# NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK

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## PERMITTEE

Name: Kentucky Power Co.  
Contact Person:  
Address: 3249 N. Mayo Trail  
City: Pikeville  
State: Kentucky  
Zip: 41501  
Telephone:

## PROJECT IDENTIFICATION

Permit Number: 11-2024-00027

---

I wish to notify the Department of Highways that the above mentioned permit work and any necessary right-of-way restoration have been completed and are ready for final inspection.

---

Permittee

---

Please return this form to the address below when work is completed and ready for final inspection.

Please Return to: Permit Engineer  
Department of Highways, District 11 Office  
603 Railroad Avenue  
Manchester, Kentucky 40962  
(606) 598-2145  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

LOCATION(S)			
Description	County - Route	Latitude	Longitude
	Leslie - KY 1807	37.181044	-83.262766

received  
2-9-24



E-MAILED  
2-16-24

**APPLICATION FOR ENCROACHMENT PERMIT**

KYTC KEPT #: 11-2024-00027

**SECTION 1: APPLICANT CONTACT INFORMATION**

<b>APPLICANT</b> Kentucky Power Company	<b>ADDRESS</b> 6809 North Mayo Trail		
<b>EMAIL</b> rmhowell@aep.com	<b>CITY</b> Pikeville	<b>STATE</b> KY	<b>ZIP</b> 41501
<b>CONTACT NAME 1</b> Jason Crum	<b>EMAIL</b> jcrum@e3co.land	<b>PHONE #</b> 606-637-1946	
		<b>CELL #</b> 606-367-1223	
<b>CONTACT NAME 2 (if applicable)</b> Ryan Howell	<b>EMAIL</b> rmhowell@aep.com	<b>PHONE #</b> 606-218-7632	
		<b>CELL #</b> 606-371-4797	

**SECTION 2: PROPOSED WORK LOCATION**

<b>ADDRESS</b>	<b>CITY</b> Wooton	<b>STATE</b> Kentucky	<b>ZIP</b> 41776
<b>COUNTY</b> Leslie	<b>ROUTE #</b> KY-1807	<b>MILE POINT</b> 3.58	<b>LONGITUDE (X)</b> -83.2625858
			<b>LATITUDE (Y)</b> 37.1810980

**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**

Wooton-Leslie 161kV Line WO# 42441252-03 BPID# P14030011 AR-02. The purpose of this temporary construction entrance is to aid in the reconstruction of an aerial transmission line in Leslie County, Kentucky. This line is an integral part of the maintenance and upgrades for the existing transmission system. Applicant agrees to all rules and regulations set forth by the Department of Transportation and attached to this permit.

APPROVED

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

2/1/2024  
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.
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**APPLICATION FOR ENCROACHMENT PERMIT**

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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.

Kentucky Power Company  
UTILITY

Ryan Howell  
NAME (Utility Representative)

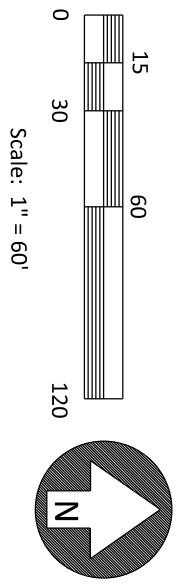
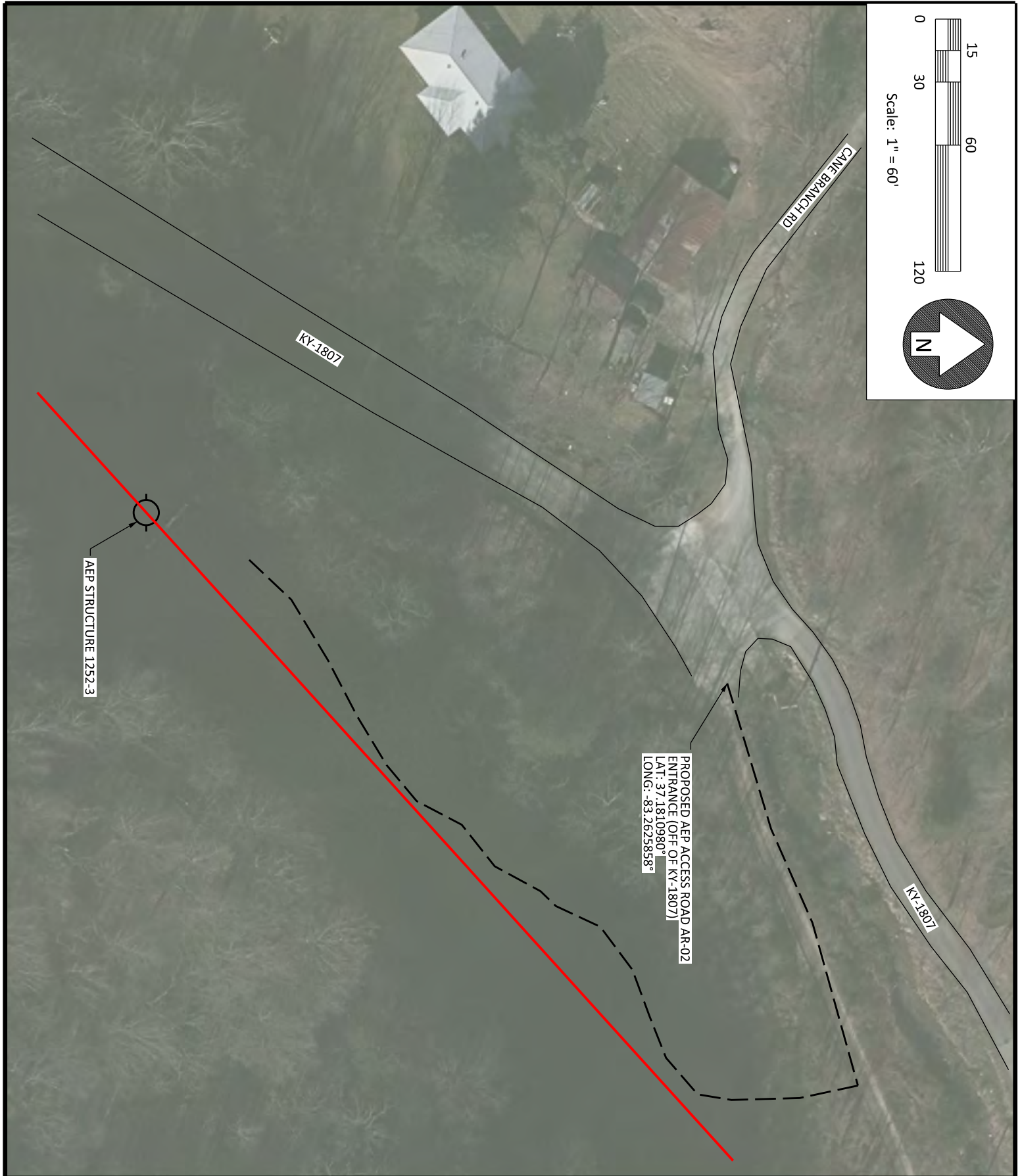
[Signature]  
SIGNATURE (Utility Representative)

Transmission Row Agent SR.  
TITLE (Utility Representative)

2/1/2024  
DATE



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



AEP STRUCTURE 1252.3

PROPOSED AEP ACCESS ROAD AR-02  
 ENTRANCE (OFF OF KY-1807)  
 LAT: 37.1810980°  
 LONG: -83.2625858°

KY-1807

CANE BRANCH RD

KY-1807



P.O. BOX 204  
 165 FOSTER LANE  
 STANFORD, KY 40484  
 PHONE (606) 365-8362  
 FAX (606) 365-1097

PLAN VIEW  
 KENTUCKY POWER COMPANY  
 KY-1807  
 TEMPORARY CONSTRUCTION ENTRANCE  
 ACCESS ROAD 02  
 LESLIE COUNTY, KENTUCKY

DATE: 01/02/2024  
 SCALE: 1" = 60'  
 DRAWN BY: ASA  
 APPROVED BY: DKING  
 FILENAME: 21164 ACCESS RDS  
 SHEET 3 OF 7