

# STITES & HARBISON PLLC

ATTORNEYS

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Post Office Box 634  
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(502) 223-3477  
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January 24, 2014

## HAND DELIVERED

Linda Faulkner  
Filings Director  
Public Service Commission of Kentucky  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, Kentucky 40602-0615

RECEIVED

Mark R. Overstreet  
(502) 209-1219  
(502) 223-4387 FAX  
moverstreet1@stites.com

JAN 24 2014

PUBLIC SERVICE  
COMMISSION

**RE: Case No. 2011-00295 (Bonnyman-Soft Shell Line)**

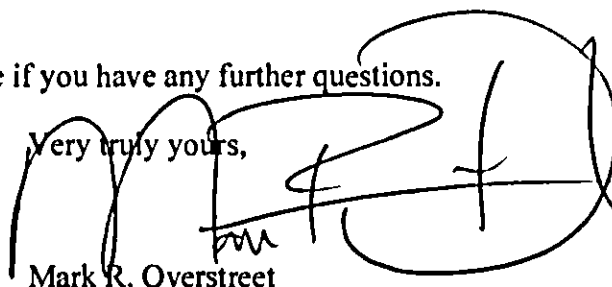
Dear Ms. Faulkner:

Please find enclosed a copy of the highway encroachment permit issued to date in connection with the construction of the Bonnyman-Soft Shell transmission line. The Company apologizes for the delay in filing the permit. It believes it has taken the necessary steps to allow it to make timely filings of any future permits.

The Company will supplement this filing with any additional permits as they are received.

Please do not hesitate to contact me if you have any further questions.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to be 'MRO', is written over the typed name 'Mark R. Overstreet'.

Mark R. Overstreet

MRO  
Enclosures





## 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 will be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
  - C. LIABILITY INSURANCE: Liability insurance will 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 will 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 agrees 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, and/or 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, and/or other corrective measures must be completed will be specified in the notice.



**APPLICATION FOR ENCROACHMENT PERMIT**

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/or 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.

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, agrees 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 may and 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.



### **APPLICATION FOR ENCROACHMENT PERMIT**

**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.

**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, agrees 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.



Kentucky Transportation Cabinet  
 Department of Highways  
 Permits Branch

TC 99-1 (B)  
 1/2012  
 Page 1 of 1

**ENCROACHMENT PERMIT**

**KEPTS No.:** A10-2013-00140

**Permittee:** Kentucky Power Co.

**Latitude:** 37.482965

**Longitude:** -83.373295

**Completion Date:** 7/1/2014

Coordinates provided on the TC 99-1(B) are the approved location for this permit

Indemnities		
Type	Amount Required	Tracking Number
Performance Bond	0	
Payment Bond	0	
Liability Insurance	0	

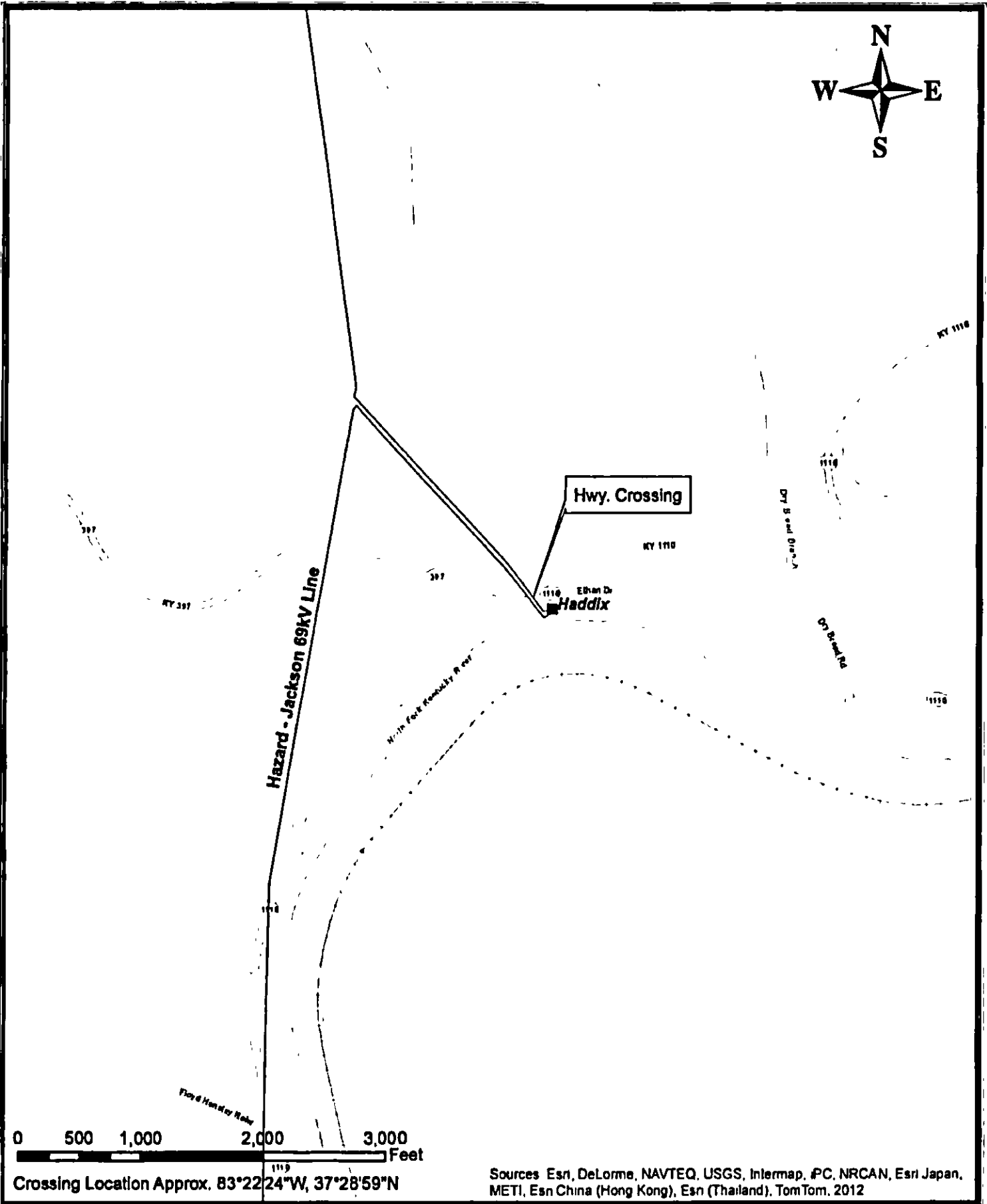
This permit has been:

APPROVED  DENIED

Jeremy Carty	Permit Section Supervisor
<hr/>	
<b>NAME</b>	<b>TITLE</b>
Jeremy Carty	10/24/2013
<hr/>	
<b>SIGNATURE</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.





0 500 1,000 2,000 3,000 Feet

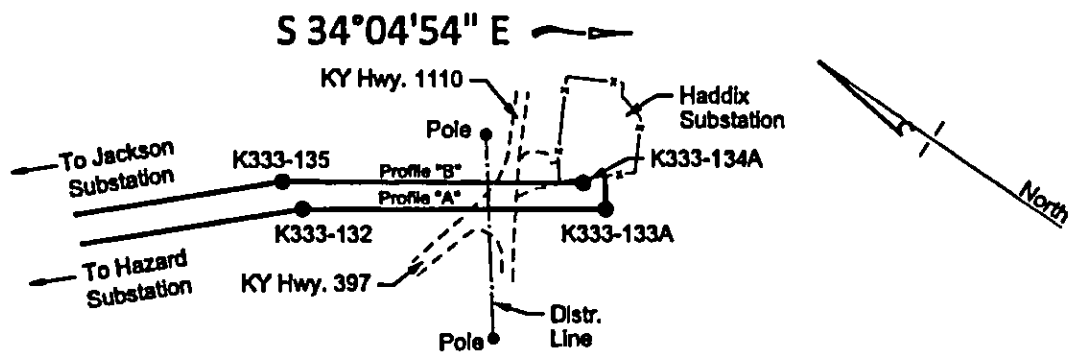
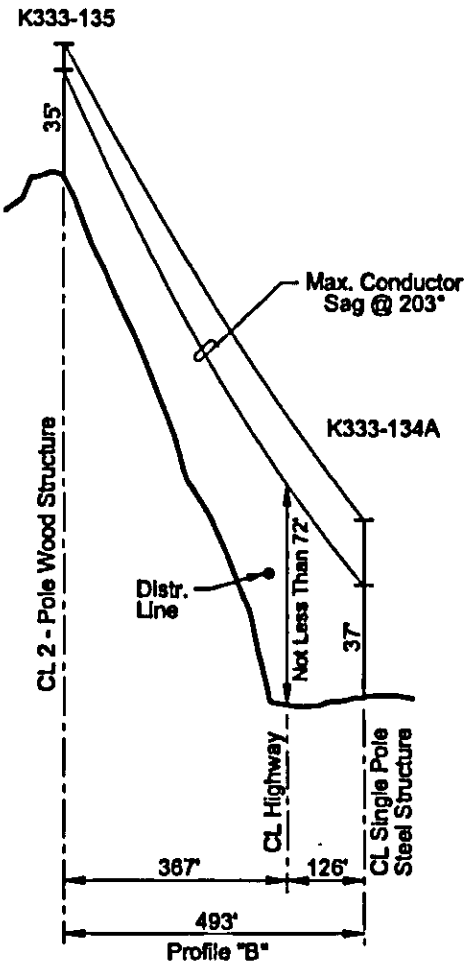
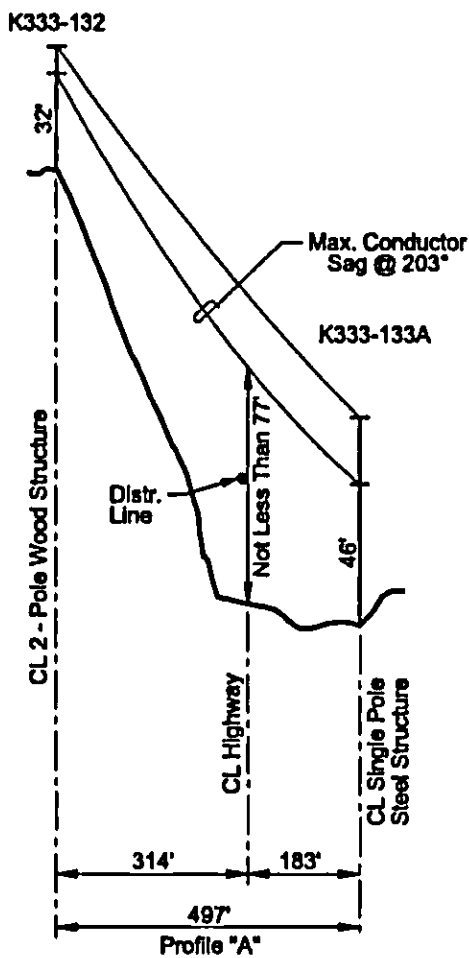
Crossing Location Approx. 83°22'24"W, 37°28'59"N

Sources Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012



# Hazard - Jackson 69kV Line Crossing Over KY Hwys. 397 & 1110





Approx. Crossing Location: 83°22'24" W, 37°28'59" N

DATE	REVISIONS	BY	CK	APP.

**AEP / KYCO**

HAZARD - JACKSON 89KV LINE  
TRANSMISSION LINE CROSSING OVER  
**KY SR 397 & 1110**

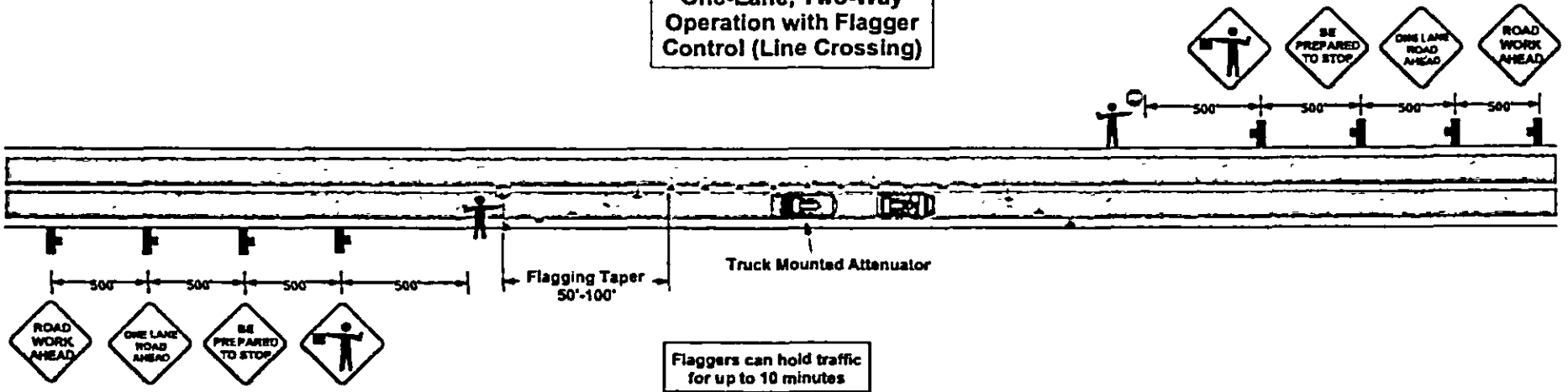
BREATHITT COUNTY KENTUCKY

TRANSMISSION GRAPHICS SECTION-ROANOKE, VA.

DRAWN: JAL	APPROVED
TR/CK BY: JSS	BY:
ENG CK:	
DATE: 09/09/2013	DWG NO: <b>Z-3815</b>

Legend  
▲ ▲ Cones

**One-Lane, Two-Way  
Operation with Flagger  
Control (Line Crossing)**



**Legend**  
▲ ▲ Cones

