Sub-part 7501 - Maintenance

Chapter 04011 Master Agreement for Location of Electric Power and Communication Utility Lines on State Right of Way

Purpose

100 To establish a policy for the location of electric power and communication utility lines on Mississippi Transportation Commission's rights of way by companies authorized by laws of the State of Mississippi to erect, place, and maintain its poles, wires, cables, conduits, and appurtenant facilities along, across, and under the public highways and streets of the State of Mississippi.

101 This rule sets forth a master agreement between an electric power and communication utility company and the Mississippi Transportation Commission (MTC) for the location of electric power and communication utility lines on Mississippi Transportation Commission's rights of way.

MASTER AGREEMENT FORMS

200 **FORM MND 482,** Master Agreement For Location Of Electric Power And Communication Utility Lines On State Highway Right-Of-Way

MND-482
(REV: XX.XX) **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

MASTER AGREEMENT FOR LOCATION OF ELECTRIC POWER AND COMMUNICATION UTILITY LINES ON STATE HIGHWAY RIGHT-OF-WAY

WHEREAS,_____
_____hereinafter called "Company," is authorized by the laws of the State of Mississippi to erect, place, and maintain its poles, wires, cables, conduits, and appurtenant facilities along, across, and under the public highways and streets of the State of Mississippi; and

WHEREAS, the MISSISSIPPI DEPARTMENT OF TRANSPORTATION, the duly authorized agent for the Mississippi Transportation Commission, hereinafter called "Department," is authorized by law to locate, fix and determine the location on said highway rights-of-way of state highways for the placement of the facilities of the Company in such manner as not to interfere with the common use of such highways or with the activities of the Department in maintaining the same; and

WHEREAS, the Department and the Company desire to provide for a method whereby the Company and the Department may agree upon the location of the Company's facilities on highway rights-of-way;

NOW, THEREFORE, it is agreed as follows:

1. Whenever the Company shall desire to locate any of its facilities along, under, or across any of the state highways of Mississippi it will file with the Department a permit on a form to be furnished by the Department designating the proposed work, the highway number, the county, and the particular location on said highway right-of-way on which it proposes to locate its facilities, said plan to show also the clearance above or below the highway of its facilities and such other data as may be required by the Department. The Company agrees that no facilities will be erected or constructed upon highway rights-of-way, except as the same are shown upon a permit submitted as above provided and approved by the Department, and further agrees that no work will be done prior to the approval of the permit thus submitted.

2. All locations of facilities and re-locations of existing facilities by the Company upon the right-of-way of any state highway in the State of Mississippi, which may be effected on or after the date of this agreement, shall be subject to the provisions of this agreement.

3. The Department does not purport to grant to said Company any right, title, claim, or easement in or upon any state highway or right-of-way appurtenant thereto.

4. The said Department may at any time require and compel the removal, reconstruction or relocation of facilities or any appurtenance thereto herein described, shown or referred to, when said Department lawfully so orders; provided, however the Department will in the event of such request for removal, reconstruction or relocation designate, if feasible, another location on said right-of-way for said facilities. The said Department will use all reasonable effort to avoid the necessity of requesting that the Company's facilities is removed, moved, altered, or reconstructed. All expense of such removal, reconstruction or relocation is to be borne exclusively by the Company, and the Department is to be in no way liable; provided, however, the Company shall not be required to bear the expense of removing, relocating or reconstructing any line, or portion thereof, where the supporting structures are situated off the highway right-of-way nor shall the Company be required to bear the expense of the initial removal, relocation or reconstruction of any line, or portion thereof, where the supporting structures were originally constructed on private right-of-way; provided, further, the Company will bear the expense of raising or lowering the facilities when the Department raises or lowers the grade of an existing highway at the point where the Company's facilities cross the highway.

5. Any permit submitted upon which work is not started by the Company within one year from the date of approval of said permit by the Department shall be considered as having been withdrawn, and should the Company decide thereafter to proceed with the work it will re-submit a new permit and sketch for review and approval by the Department.

6. It is expressly agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the construction of the company's facilities except as expressly shown on the permit and sketch submitted by the Company and approved by the Department, or except as may be approved by the Department in respect to maintenance of such facilities.

7. Chemical spraying or treatments to kill trees or vegetation for construction of a utility line will not be permitted on the right of way.

   Chemical spraying or treatment to control undergrowth and other vegetation for the maintenance of utility lines may be permitted under the following provisions:

   The applicant shall complete and forward a Special Use Herbicide Permit, Form MND-759; Herbicide Management Plan, Form MND-760; Performance Bond ($5000 min.), Form MND-603, and a marked map of the utility line locations to the District Engineer for further processing. A Certificate of Insurance showing the Mississippi Transportation Commission as the certificate holder and a copy of the appropriate certified applicator cards must also be submitted to the District Engineer.

One statewide herbicide permit will be initiated by the State Maintenance Engineer for those utility companies requesting to work in multiple districts, after a Performance Bond has been received by the State Maintenance Engineer. If a current statewide permit is on file, a continuation certificate may be used in lieu of the Performance Bond.

Such permits and plans shall comply with all applicable EPA regulations.

8. The Company must obtain written permission from the Executive Director of the Department prior to closing a highway for construction or maintenance of an electric power line or communication line.

9. The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.

10. The Department shall not be responsible for any conflicts with other utilities on the highway right-of-way and the Company shall be obligated to secure permission where necessary from other utilities for its construction insofar as the same may conflict with the facilities of other utilities.

11. The Company shall comply with all applicable departmental policies and procedures when performing work along, across, and under the highway rights-of-way of the State of Mississippi.

12. It is understood and agreed that neither the Company, nor the Department by the execution of this agreement waives or relinquishes any rights, privileges, or powers conferred upon each by any laws of the State of Mississippi with reference to the subject matter of this agreement.

13. The plan of proposed construction set out in Paragraph 1 above is incorporated herein by reference and made a part of any application as if copied out herein in words and figures.

14. All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.

15. A copy of the approved plan is to be kept at the site of the work at all times during construction.

16. The Company does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit application The Company also agrees to pay the Mississippi Transportation Commission for any and all damage proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit application.

17. A Performance Bond ($5000 Min.) (Form MND-603) will be furnished for each individual permit application, if required by the District Engineer.

18. Clearing and pruning of trees and other vegetation for construction of ***new*** utility lines requires a separate highway permit or may be included in the highway permit for the installation of the utility line(s). Maintenance clearing and pruning for ***existing*** lines may be performed without further permit, however, a routine permit is required if the applicant is performing maintenance operations within the limits of the roadway and/or the shoulder and/or in close proximately to the outer edge of the shoulder of the highway.

19. Prior to approval of permits for clearing for utilities, the removal and disposal of any merchantable timber, and the reimbursement to the Mississippi Transportation Commission thereof, shall be in accordance with Section 65-1-123, Mississippi Code 1972, Annotated.

20. Additional information on the subject of clearing and pruning of trees and other vegetation for utility lines is referenced in MDOT Rule 941-7501-03005.

21. The Company further agrees that it will design and construct all facilities to the standards of the latest applicable edition of the National Electrical Safety Code.

IN WITNESS WHEREOF the undersigned parties have caused the signatures of their appropriate representatives to be affixed on this the_____day of_____20_____

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_____ MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NAME OF COMPANY

_____ BY

_____ (P. O. BOX OR STREET)

(EXECUTIVE DIRECTOR)

_____

CITY STATE ZIP

ATTEST_____

(Secretary to Commission)

_____

BY_____

_____

(Title)

ATTEST_____ BOOK_____

PAGE_____

(CORPORATE SEAL) (DEPARTMENT SEAL)