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POLES, DUCTS, AND CONDUIT AGREEMENTS 2325.0300

CHAPTER 2325 CABLE COMMUNICATIONS BOARD POLES, DUCTS, AND CONDUIT AGREEMENTS

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2325.0100 DEFINITIONS.

Subpart 1. **Scope.** As used in this chapter, the following words and phrases shall have the meanings given them herein unless a different meaning clearly appears in the text.

Subp. 2. **Cable communications company's equipment.** "Cable communications company's equipment" means aerial wires, cables, amplifiers, associated power supply equipment, and other transmission apparatus necessary for the proper operation of the cable communications system in a franchised area.

Subp. 3. **Conduit system.** "Conduit system" means any reinforced passage or opening in, on, under, or through the ground capable of containing communications facilities and includes the following: main conduit; underground dips and short sections of conduit under roadways, driveways, parking lots, and similar conduit installations; laterals to poles and into buildings; ducts; and manholes.

Subp. 4. **Public utility company poles.** "Public utility company poles" means poles owned by the public utility and poles owned by others for which the public utility has the right to permit others to attach in the communications space on said pole.

Statutory Authority: *MS s 238.04 subd 9; 238.13*

2325.0200 POLICY.

This chapter shall be liberally construed to effectuate the purposes and provisions of Minnesota Statutes, section 238.13.

Statutory Authority: *MS s 238.04 subd 9*

2325.0300 SCOPE.

The provisions of this chapter shall only apply to pole, duct, and conduit agreements entered into or renewed between public utilities and cable communications companies on or after January 1, 1976, and shall have no application to such agreements executed prior to January 1, 1976, until such agreements are either renewed or substantially renegotiated. If a public utility company and a cable communications company enter into an agreement regarding only pole attachments, the provisions of this chapter relating to conduit systems shall not be applicable to such agreement and if a public utility company and a cable communications company enter into an agreement regarding only use of a conduit system, the provisions of this chapter relating to pole attachments shall not be applicable to such an agreement.

Statutory Authority: *MS s 238.04 subd 9; 238.13*

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2325.0400 PERMITS.

Every pole, duct, and conduit agreement shall contain a provision that before attaching to the public utility company's poles or occupying any part of the public utility's conduit system, the cable communications company shall make application and receive a permit therefor on a form provided by the public utility company. If the cable communications company accepts the permit, it may attach its equipment to the poles covered by said permit or occupy the conduit system of the public utility to the extent authorized by said permit, subject to the provisions of this chapter and all terms of the agreement between the contracting parties. In granting or denying a permit, the public utility has the right to determine whether a grant of a permit would adversely affect its public services, duties, and obligations or have an adverse effect on the economy, safety, and future needs of the public utility.

Statutory Authority: *MS s 238.04 subd 9; 238.13*

2325.0500 LEGAL AUTHORITY.

Every pole, duct, and conduit agreement shall contain a provision that the cable communications company shall submit to the public utility company evidence of the cable communications company's lawful authority to place, maintain, and operate its facilities within public streets, highways, and other thoroughfares and shall secure any legally necessary permits and consents from federal, state, county, and municipal authorities and from the owners of private property to construct, maintain, and operate facilities at the locations of poles or conduit systems of the public utility company which it uses. The parties to the agreement shall at all times observe and comply with, and the provisions of a pole, duct, and conduit agreement shall be subject to, all laws, ordinances, and rules which in any manner affect the rights and obligations of the parties to any such agreement, so long as such laws, ordinances, or rules remain in effect.

Statutory Authority: *MS s 238.04 subd 9; 238.13*

2325.0600 LIABILITY.

Every pole, duct, and conduit agreement shall contain a provision that the cable communications company shall defend, indemnify, protect, and save harmless the public utility from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any workmen's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use, or removal of the cable communications company's cable, equipment, and facilities or by the proximity of the cables, equipment, and facilities of the parties to the agreement, or by any act of the cable communications company on or in the vicinity of the public utility company's poles and conduit system, in the performance of the agreement. Nothing contained herein shall relieve the public utility company from liability for the negligence of the public utility company or anyone acting under its direction and control. The cable communications company shall also indemnify, protect, and save harmless the public utility from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the cable communications company's facilities including taxes, special charges by others, claims, and demands for damages or loss infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use, and operation of the cable communications equipment in combination with the public utility company's poles, conduit system, or otherwise. Nothing contained

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herein shall relieve the public utility company from liability for the negligence of the public utility company or anyone acting under its direction and control.

Statutory Authority: *MS s 238.04 subd 9; 238.13*

2325.0700 INSURANCE.

The cable communications company shall carry insurance to protect the parties to the agreement from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury, claim, or damage. The amount of any such insurance shall be agreed to by the parties to this agreement. The cable communications company shall also carry such insurance as will protect it from all claims under any workmen's compensation laws in effect that may be applicable to it. All insurance required shall remain in effect for the entire term of the agreement.

Statutory Authority: *MS s 238.04 subd 9; 238.13*

2325.0800 ADDITIONAL TERMS.

Nothing contained in these rules shall in any way prohibit a public utility company from including in its pole, duct, and conduit agreements with cable communications companies additional terms which do not conflict with the provisions of this chapter.

Statutory Authority: *MS s 238.04 subd 9; 238.13*