



# APPLICATION FOR PERMIT TO INSTALL PARALLEL FACILITIES WITHIN PUBLIC RIGHT OF WAY

Submit To: County of Eddy County of Eddy Check # \_\_\_\_\_  
 410 East Derrick 2611 S. 13<sup>TH</sup> Permit# \_\_\_\_\_  
 Carlsbad NM. 88220 Artesia NM. 88220 Original Permit ( )  
 Phone# (575)885-4835 Phone# (575)746-9540 Renewal Permit ( )

Please expect a 10-working day turnaround for each permit application. Approvals will be given by Public Works Director or Designee.

The undersigned \_\_\_\_\_  
(Company/Owner Name)

Of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Mailing Address) (City) (State) (Zip) (Phone)

herewith makes application to install the following facility in the Eddy County Right-Of-Way.

**Applicant Contact Information:** Name: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Direct Phone: \_\_\_\_\_

**Utility Contents:** \_\_\_\_\_  
(Specification of Utility ex. freshwater, gas, oil, etc.)

**Utility Information:** Size: \_\_\_\_\_ Flow: \_\_\_\_\_ Rate: \_\_\_\_\_ Casing Size: \_\_\_\_\_ Voltage: \_\_\_\_\_  
Other Pertinent Details: \_\_\_\_\_

**Type of Installation:**(Circle One) Above Ground Buried Overhead Other

**Road Surface:**(Circle One) Asphalt/Chip Seal Caliche Concrete Other

**Road Type:**(Circle One) Arterial Collector Local

**Location:** County Road#: \_\_\_\_\_ County Road Name: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section(s): \_\_\_\_\_

Other descriptive information: \_\_\_\_\_

**GPS Coordinates:** (Origin) Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_  
(Termination) Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

**Sub-Contractor Information:** Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

**Field Contact Information:** Name: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Applicant desires this permit to be in effect for \_\_\_\_\_ years or \_\_\_\_\_ month(s). (see below)  
**Permits will not be issued for a period longer than 10 years except for public utilities which are for a period up to 25 years. Permit must be renewed by Applicant upon expiration and the burden of timely renewal is on the Applicant.**

Construction work to be undertaken pursuant to the permit herein applied for will commence no sooner than \_\_\_\_\_  
and be completed no later than \_\_\_\_\_  
(Start Date) (Completion Date)

I/We the undersigned Applicant(s) acknowledge that I/We have read and fully understand the "Application Guidelines and Rate Structure" and "Regulations for Use of County Right-Of-Way for the installation of Facilities" as approved under County Resolution #R-14-17, and will abide by all provisions therein.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Applicant Signature) (Phone Number) (Date)

**Issue Date:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

Application Fee Schedule			
Item	Fee	Pay	Total
Application	\$350.00	x	\$350.00
Parallel Determination Fee (Per Year)	See Below		
Total Fee for 1 Year Permit			
Desired Time in Years			
Total Permit Fee	(1 Year Permit) x (Desired Time)		
<b><u>ALL ROAD CUTS MUST BE APPROVED BY PUBLIC WORKS DIRECTOR, and may require a deposit at the discretion of the Director.</u></b>			

**FOR COUNTY USE-**

Parallel Determination Fee	
1% of Assessed Mill Levy on Property from County Assessor's Office	
Length of Frontage	
Square footage along frontage (20 feet X length of frontage)	
Annual Leasing Factor Percent of Value of Property*	
Zone Factors from Table	
Classification Factor from Table (Arterial, Collector, Local)	
Surface Factor from Table (Asphalt/Chip, Base, Native)	
Users Fee	

**\*Annual Leasing Factor Percentage: Public Utility – 5%, Buried – 15%, Above Ground – 25%**

**\*\* Permits fees are assessed on a twelve-month basis, from date of issue, unless otherwise requested by lessee.**

**\*\*\*Temporary lines will be prorated on a 1 month basis ie: 15 days 1 month, 45 days 2 months**

**Received By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Road Secretary/Accounting Tech)

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Public Works Director or Designee)

**Issue Date:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

## **Index**

Permit Application	Page #1
Application Fee Schedule	Page #2
Index/ Right of Way Checklist	Page #3
Fee Description	Page #4
General Parallel Permit Instructions	Page #5-8
Regulations For Use Of County Right-Of-Way	Page #9-11
General Requirements of Installation	Page #12
General Requirements For Temporary Utilities In Right-Of Way	Page #12
Appendix	Page #13

### **RIGHT-OF-WAY CHECKLIST**

**APPLICATION FOR PERMIT**

**AERIAL MAP IMAGE** (Plat-includes a description. Colored with utility depicted within) LATITUDE, LONGITUDE REQUIRED!

**INSURANCE CERTIFICATE** (Check dates of expiration).

**DETAILED PLAT/SURVEY OF PLANNED WORK**

**TRAFFIC CONTROL PLAN**

**LAND OWNER NOTIFICATION** (If Applicable)

**FEE ASSESSMENT & COUNTY APPROVAL**

**NOTIFICATION OF COMMENCMENT** (72 Hours Prior To Start of Construction And 24 Hours Prior To Covering Up)

**4' Or Deeper** (4' below the bottom of the Barrow Ditch if sub-surface)

(LIMITED EXCEPTIONS UPON PUBLIC WORKS DIRECTOR DESCRETION)

**\*\*\*\*\* PROJECT MAY NOT BEGIN WITHOUT APPROVED PERMIT\*\*\*\*\***

## Fee Descriptions

### APPLICATION FEE:

Administration Fee (for each permit application) \$350.00

### Parallel Fee:

Parallel Fee will be assessed by using the Determination of User's Fee chart prepared by designee, which will consist of assessed mill levy on property, length of frontage used, square footage of frontage used, annual leasing percent factor, zone factors, roadway classification factor, and roadway surface factor. All landowners adjacent to Right-Of-Way must be identified and contact information provided to Eddy County Public Works.

### ROAD CUT:

Only at the discretion of the Public Works Director \*\* May Require a deposit\*\*

### \*\*\*\*\*IMPORTANT NOTES \*\*\*\*\*

The Public Works Director holds the right to determine a deposit fee and also holds the right to disapprove any or all permits that conflict with the interruption, safety, or standards of Eddy County ROW. (Example) Road cutting will seldomly, if not at all, be allowed due to the damage of infrastructure and increased longevity cost to Eddy County.

## **General Parallel Permit Instructions**

*A “Parallel” installation is one where the smaller angle of intersection between the line and the centerline of the roadway is less than 45 degrees; where the angle of intersection is greater than 45 degrees, the installation will be considered a “Crossing”.*

1. Unless otherwise excepted herein, any public utility, including franchised public utility companies and government agencies, or pipeline common carriers desiring to utilize any portion of a County right-of-way, public road, highway, street, alley, or easement, shall apply to the County, in writing, for a permit, on a form duly approved and authorized by the Board of County Commissioners, Eddy County Public Works Director or designated representative. Said form is to be known as “Application for Permit to Install Facilities within Public Right-Of-Way” (“Application”).
2. All applications shall be accompanied by a cashier’s check, certified check, money order, or company check, or purchase order, payable to the County of Eddy, in the Sum of \$350.00, or greater to cover the cost of the inspections to be performed by the Eddy County Public Works Director or his designated representative. All other fees and deposits, as determined by this application, are required prior to the beginning of work. If the permit is denied, any payments made will be refunded to the Applicant.
3. All applications shall include diagrammatic or dimensioned drawings showing the location of the proposed installation, width of right-of-way, height or depth of facility above or below grade, survey ties, and other pertinent features. For a parallel installation, the general status of land abutting right-of-way should be indicated as to build-up, setbacks, land use (i.e.: irrigated, grazing, residential, commercial), etc. Installations on bridges or other highway structures require special detailed drawings. Locations and owners of existing facilities within the right-of-way must also be identified.
4. It is the duty of each Applicant to ascertain by their own investigation and physical examination, the existence of any other utilities, pipelines, service lines, or other improvements or obstructions. Due to the nature of such construction, Eddy County is not able to identify or warrant the existence or non-existence of such improvements or obstructions, and by submission of application, Applicant warrants that Applicant is relying upon Applicant’s own investigation and physical examination and not upon any information supplied by any county employee identifying or purporting to identify potential obstructions.
5. Applicant assumes full and complete responsibility for ascertaining the accuracy of all information regarding the existence or location of such improvements or obstructions holding the County harmless and indemnified from all claims, damages, cost, and attorney fees arising out of its agreed duty to investigate these facts.
6. The following shall exist to the filing or approval of applications otherwise mandated herein:
  - a. Additional overhead lines attached to existing poles within County rights-of-way shall require an application and must follow the permitting procedure.
  - b. In the event that the addition of new overhead lines requires the change out of an existing pole for a new pole to be located in the same position, the entity must obtain a permit. If the change out, in the Eddy County Public Works Director’s sole discretion, requires inspection by the County prior to or subsequent to installation due to its particular circumstances, the entity shall be required to pay a \$350.00 inspection fee. If no inspection is necessitated, there shall be no inspection fee to accompany this informal process. All such installations will continue to be subject to the requirement of providing final drawings indicating new lines or other encroachments.

- c. The installation of all other overhead improvements or encroachments, not covered by subsections “a” and “b” above, shall be subject to permitting procedures, as otherwise provided herein.
  - d. Nothing contained within these exceptions shall in any way exempt any entity from complying with all duties relating to investigation, identification of existing improvements, installation consistent with regulations and laws, proper construction, indemnification, etc., as are otherwise contained in said utility franchises or County regulations governing the use of County rights-of-way. These exemptions are solely granted to assist utilities in making timely overhead improvements, servicing County residences, and businesses, and such exemptions may be withdrawn by resolution of the County in the event that efforts are not made by utility companies to otherwise comply with County regulations and guidelines governing rights-of-way.
7. Each individual installation requires a separate application and separate payment. If parallel line requires a road crossing, a separate “Crossing Permit” must be applied for.
  8. The signing of the application by either the Public Works Director or designated representative, and the return to the Applicant, shall validate the application as a permit and will constitute an agreement between Eddy County and the applicant, at which point becomes a lessee to Eddy County.
  9. The permit will be in issuance for a period of twelve months unless otherwise noted and approved by the Director or designee. At the end of each lease period of the lease term, the County may revalue the premises and adjust the fee schedule to reflect changes in the cost of the Right-of-Way (R-O-W). The lease fee shall be adjusted to reflect the current fee schedule adopted by the County.
  10. Lessee shall provide to the County a full set of traffic control plans prepared in accordance with the MUTCD. The plans shall be prepared by a qualified engineer for the County’s approval. The lessee may not begin construction work until it has received the County’s written approval of the traffic control plans. The plans, which may include plan sheets, general notes, specifications, and quantities, must fully detail the regulation of traffic on the County’s roadway during the construction or maintenance of the proposed infrastructure. The plans must specify how traffic will be regulated before, during, and after any planned construction or maintenance within the County R-O-W. The plans must conform to the safety and design standards set out in the current version of the New Mexico Manual on Uniform Traffic Control Devices and may not be amended without the County’s written consent.
  11. Lessee shall furnish to the Director of Public Works a set of complete plans, details and specifications for the construction the improvements. Lessee may not begin construction without the County’s written approval of the plans and specifications. The plans and specifications must substantially reflect the design set out in the preliminary plans required under the section above. The construction plans must be prepared by a professional engineer registered in New Mexico and must bear the engineer’s stamp and signature. The improvements shall be designed and constructed to comply with any and all applicable building codes, ordinances and other laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act (ADA). All plans and specifications shall be provided to the County in a GIS format acceptable to the County.
  12. The improvements are to be designed and constructed to provide the County access to inspect, maintain, and repair the infrastructure. The County shall approve all construction plans and specifications prior to any construction. Any significant revision to the approved plans and specifications shall be subject to prior written approval of the Director of Public Works. The County’s review of the plans, approval of

construction, or approval of modifications or revisions to the plans, shall under no circumstances constitute a representation by the County as to the quality or safety of the design, or as to the compliance of the design to any applicable laws, statutes, rules and ordinances.

13. The infrastructure, and any repairs or maintenance to the infrastructure, shall be in accordance with the following standards:
  - a. The County and its authorized representatives may enter the premises at any time to inspect, maintain, or reconstruct highway facilities as necessary, and to determine compliance with the terms and conditions of this lease. The County's inspection of the premises shall not constitute a representation as to the quality or safety of the design or construction of the premises.
  - b. Lessee's selection of a general contractor shall be subject to the licensing requirements of the State Construction Industries;
  - c. All construction work shall be performed in a good, workmanlike manner in accordance with good industry practice for the type of work in question;
  - d. Lessee must obtain all required governmental licenses, permits and authorizations prior to beginning construction and shall provide copies of same to the County upon request;
  - e. Lessee must maintain insurance coverage in the amounts set forth by the County during all construction;
  - f. After commencement of construction, Lessee shall prosecute the construction with due diligence; and
  - g. Simultaneously with the execution of this Lease, Lessee at its sole cost and expense, shall deliver to the County an acceptable performance bond in the amount of the estimated cost of the project, naming the County as Oblige.
14. Upon execution of this lease, Lessee shall furnish the County a good and sufficient corporate surety bond, or other security satisfactory to the County, in an amount equal to the estimated cost of infrastructure removal. The bond shall secure the full performance by Lessee of all the terms, conditions, and covenants of this lease to be performed by Lessee. The bond shall be in a form approved by the County and from a bonding company authorized by the New Mexico Office of the Superintendent of Insurance to issue bonds in this state. At the end of the lease period the Lessee shall remove all their constructed infrastructure within the County R-O-W and restore the R-O-W to the pre-construction condition. Upon acceptance by the Public Works Director, the bond or security will be released.
15. If Lessee requires use of the County's R-O-W for access, staging, or storage, Lessee shall submit a written request to the County for the County's written authorization of the requested use. Lessee shall submit the request at the time of submittal of the application for County R-O-W lease. The request must include a complete set of traffic control plans, as described above. The approval or denial of Lessee's temporary use of County property shall be at the sole discretion of the Director of Public Works. The Lessee's temporary use of County property shall not give the Lessee any right or interest in County property.
16. Lessee shall provide the County a complete set of reproducible "As- Built" plans no later than 90 days after the completion of construction. The plans must be prepared by a professional engineer registered in New Mexico and must bear the engineer's seal and signature.

17. Lessee shall indemnify, protect, and hold harmless the County from and against all claims and liabilities arising by virtue of or relating to inspection, construction, maintenance, or repair of the premises or of the improvements situated on the premises (including repairs, restoration, and rebuilding).
18. Subject to the terms and provisions this lease, Lessee shall continuously use and occupy the premises solely for the purpose described in this lease. Any proposed change in the use is subject to the County's written approval. Lessee's use of the premises shall not interfere with the roadway use.
19. Lessee shall maintain the improvements and the premises at its sole expense. Lessee shall keep the improvements and premises in good condition, both as to safety and appearance. Lessee shall deliver up the premises in good repair and condition, reasonable wear and tear excepted, at the expiration or termination of this lease.
20. Lessee must submit plans for the removal of any improvements and shall not remove any improvements without prior written approval of the Director of Public Works.
21. The Lessee shall be responsible for any spills as defined by the New Mexico Environment Department (NMED) Hazardous Waste Bureau. A spill means the discharge, spillage, uncontrolled loss, seepage or filtrations of oil or petroleum or chemical liquids or solid, liquid or gaseous products or hazardous waste. All spills must be reported to the County and NMED and dealt with quickly. The Lessee is responsible for cleaning up the spill in accordance with NMED regardless of any action by others that caused the spill. The Lessee is responsible even if the spill was not their fault. Lessee may bring legal action against the party who was at fault. The Lessee shall take immediately action to stop and contain the spill and notify the County and NMED
22. Lessee shall not undertake or suffer any activity to be conducted upon the premises that constitutes a nuisance, is immoral or obscene, or is a threat to the welfare of the general public. Lessee, at its own expense, shall comply, and will cause, its employees, agents, representatives, licensees, concessionaires, invitees, assignees, subtenants, and any individual or entity using or occupying the premises by, through or under Lessee, to comply with all applicable laws, statutes, rules, and ordinances, whether now existing or hereafter enacted or promulgated that apply to the construction, alteration, occupation, or use of the premises and improvements. Nothing in this lease shall be construed as approval or authorization for Lessee's transfer, assignment or conveyance of its interest in the lease or in the premises or in the improvements.
23. Lessee shall be fully and completely liable to the County for any and all cleanup costs, and any and all other charges, fees, and penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, generation, or sale of Hazardous Materials, in or about the premises. Lessee's obligations under this section of the lease shall survive the termination of this lease and shall be in effect for as long as Lessee may be liable under applicable laws. Lessee shall indemnify, defend, and hold the County harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon the County (as well as the County's attorney fees and costs) as a result of Lessee's use, disposal, transportation, generation, or sale of Hazardous Materials. If Lessee fails to comply with any of the provisions of this Lease, the County, in addition to the rights and remedies set forth elsewhere in this lease, shall be entitled to terminate this lease immediately and recover any and all damages associated with the Lessee's non-compliance, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, and any and all damages and claims asserted by third parties and the County's attorney fees and costs.



24. Lessee and its successors shall deliver the premises and the improvements to the County free and clear of any debt or encumbrances at the expiration or termination of this lease.
25. All permits are granted subject to express conditions herein, and by signing the “Application”, the Applicant signifies that the Applicant has read, understands, and will abide by the conditions stated in these regulations. No permit granted to the Applicant shall be construed as granting any easement or property right.
26. Lessee must notify and present contact information for Eddy County constituents, whose property tangents the related Eddy County Right-of Way.

**REGULATIONS FOR USE OF COUNTY RIGHTS-OF-WAY**  
**FOR THE INSTALLATION OF FACILITIES**

1. The top of all subsurface parallel installations must be at least forty-eight (48) inches below grade along the alignment of the installation. If the Applicant proposes installation at a lesser depth, the Applicant must state reasons and the request must be approved by the Eddy County Public Works Director. (Reference Appendix for additional requirements)
2. All overhead installations, including parallel facilities, shall comply with the current “National Electric Safety Code” (“NESC”) and shall be installed so that the lowest member or portion of the facility will be at least eighteen and one half (18.5) feet above the main traveled portion of the right-of-way or in accordance with current NESC, whichever is greater.
3. If the Applicant proposes to install an overhead facility more than two feet (2’), or a subsurface facility more than two feet (2’) inside the right-of-way line, Applicant must give reasons and the request must be approved by the Eddy County Public Works Director.
4. Eddy County requires a copy of Certificate of Commercial General Liability Insurance. Such coverage shall have limits of no less than one million dollars (\$1,000,000.00) per occurrence and one million (\$1,000,000.00) general aggregate. There shall be a waiver of subrogation and rights of recovery against the County, its officers, officials and employees.

Insurance coverage in the amount of \$1,000,000.00 for each occurrence:

\$1,000,000.00 aggregate for Bodily Injury Liability and \$500,000.00 each occurrence;

\$1,000,000.00 aggregate for Property Damage Liability,

Written on a comprehensive General Liability Form or Commercial General Liability Form which must include the following:

- (a) Coverage for liability arising out of the operation of independent contractors;
- (b) Completed operations Coverage;
- (c) Attachment of the Broad Form Comprehensive General Liability Endorsement.
- (d) Eddy County as additional named insured.

If a utility is self-insured, the utility shall provide an Owner’s Protective Liability Insurance Policy, in favor of Eddy County, in the amounts below specified. **Eddy County as additional named insured:** The utility, its contractor or subcontractor shall have the Eddy County added as an additional named insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Utility.

5. Notice of the actual commencement of construction shall be given to the Eddy County Public Works Department not less than two (2) days prior to commencement of construction unless waived by notation to this effect on the approved application.

6. The Eddy County Public Works Department **MUST BE NOTIFIED OF ALL** subsurface work for inspection 24 hours prior to covering up. The Eddy County Public Works Director or designated representative may conduct periodic inspections to ensure compliance with these regulations. The Eddy County Public Works Director or designated representative shall make a final inspection to determine compliance with all requirements and/or conditions.
7. If the construction work to be undertaken is not completed by the completion date indicated on the “Application”, the permit shall be null and void, and the Applicant shall have to re-apply for a permit, unless the applicant requests an extension prior to the completion date on the permit, which is approved by the Public Works Director or designated representative.
8. Installation of facilities within the rights-of-way shall be in strict conformity with the application and the drawings as modified and approved by the Eddy County Public Works Director and no departure therefrom may be made without the written consent of the Eddy County Public Works Director or designated representative. All construction shall be subject to the inspection and approval of the Eddy County Public Works Director or designated representative. All facilities shall be so placed that they will not interfere with or endanger any existing facility already in the right-of-way or any highway structure.
9. All construction work undertaken pursuant to the application will be done so in a manner that any danger, inconvenience, and/or delay to the traveling public will be held to a minimum, and where interference with traffic is unavoidable, traffic control and safety precautions shall be in accordance with the “Manual On Uniform Traffic Control Devices”, administered by the U.S. Department of Transportation, Federal Highway Administration, and adopted by the Eddy County Board of Commissioners.
10. The Applicant will, except as otherwise ordered by the Eddy County Public Works Director, restore the highway right-of-way, and all bridges or other structures thereon or adjacent thereto, which have been altered or affected by the construction work performed hereunder, to their former condition or better so as not to interfere with the reasonable use of the highway, bridge, or other structures.
11. If any damage is caused to the highway right-of-way or to any bridge, structure, or improvement thereon or adjacent thereto by reason of the installation, maintenance, alteration, or removal of the facilities or other appurtenances by the Applicant, the Applicant will reimburse the County of Eddy the full amount thereof promptly upon demand by the Eddy County Public Works Director or designated representative; provided, however, the obligations imposed under this paragraph shall not apply in the event the damage resulted from causes beyond the control of the Applicant.
12. The Applicant will at all times indemnify and hold harmless the County of Eddy from any and all claims of every kind or character caused by, or incident to, the installation, maintenance, use, alteration, removal, or condition of the facilities in the right-of-way, and will promptly reimburse the County for any and all expenses incurred by the County in resisting any such claims or claim including, but not limited to, reasonable attorney fees. Nothing herein shall be construed to mean that the Applicant hereunder will indemnify and hold harmless the County from any claim caused by or incident to any neglect, carelessness, or breach of duty on the part of the County.
13. All such facilities installed within the right-of-way shall at all times be kept in such repair so as not to damage the highway, inconvenience or endanger the traveling public, and shall be kept free from advertisements, posters, and the like.
14. If the Applicant should at any time fail to promptly and fully perform any of the obligations imposed upon the Applicant hereby, the Board of County Commissioners may at its option (a) cause the obligations to be fully carried out and performed and the Applicant will promptly reimburse the County of Eddy for all

costs and expenses incident thereto; (b) may summarily order the removal of such facility and if Applicant fails to comply within a reasonable time, the Board may direct the removal of the facility with all costs and expenses incident to be borne by the Applicant.

15. If by reason of any change in the location, construction, grade, or any other matter affecting the highway upon which any facility is located because of changing traffic conditions or otherwise, it shall become advisable in the opinion of the Board that said facility be removed, relocated, or otherwise modified, the Applicant, upon written notice from the Eddy County Public Works Director, shall remove, relocate, or modify such facility without undue delay in such manner as the Board may direct or approve, at the Applicant's expense and without expense to the County.
16. All facilities to be installed on a public right-of-way under the dual jurisdiction of the County and another government entity shall comply with all applicable rules and regulations of such government entity properly and lawfully in force and including provisions of local franchises not in conflict with the rules and regulations of the Board.
17. The Board makes no warranty either expressed or implied as to the continued existence of any highway in any particular location and expressly assumes no obligation with regard to the facility upon change, vacation, or abandonment of any highway or portion thereof.
18. Neither the making of the application nor anything therein contained shall constitute a waiver on the part of the Applicant of any rights or claims had or made by the Applicant with respect to the occupancy of the streets and highways under the Constitution and Laws of the State of New Mexico, nor shall anything herein contained in any way prejudice or impair any rights or claims existing independently of the application with respect to the construction, operation, and maintenance of the Applicant's system in the County of Eddy.
19. The permit shall be granted subject to any special provisions, changes, or amendments attached to the application.
20. If facilities or pipelines are transferred to another entity the original applicant must notify the Eddy County Public Works Department **before** the transfer takes place or the original permit will become void.
21. The Applicant shall notify the Eddy County Public Works Department of the removal or discontinuance of the use of any underground facility or any portion thereof.
22. The Applicant shall have the right to re-apply for one (1) year for pipeline common carrier or an additional twenty-five (25) years for utility corporation renewals at the conclusion of the initial application, and approval of the renewal application shall not be unreasonably withheld if the facility is then being beneficially used. Applicant shall pay any reasonable fees determined by the County for the renewal, providing the facility does not impair the use of the then existing highway upon which the facility is located.
23. Under no circumstances will lines be allowed to be placed under County owned or maintained cattle guards or through any County drainage culverts. Unless approved by Eddy County Public Works Director or designated representative.
24. All underground facilities or pipelines installed within County rights-of-way will be equipped with a magnetic, electronic, or other tracing device so said facility can easily be identified by location, and if possible, by depth by County officials or other utilities or pipeline carriers. The method of utility or pipeline identification shall be identified to the County prior to final inspection.

**GENERAL REQUIREMENTS FOR UTILITIES IN RIGHT-OF WAY.**

- A. Utility must be placed as far off the Right-of Way as possible.
- B. Application must have all information of submitting applicant.
- C. Utility must be permanently marked be either tagged, stamped, staked, or painted, or by other means of identification every 500 feet.
- D. Any additional lines coming off of the original utility will need an additional permit.
- E. The applicant must immediately remove the utility once they are no longer in use.
- F. If Eddy County has to remove the line the applicant will be charged for the removal of the line or lines. The applicant will be denied any future permit from Eddy County Public Works. Eddy County will not be responsible for any damages at any time for these temporary lines if Eddy County has to move them. Eddy County has the right to revoke the use of temporary lines at any time if it interferes with Eddy County maintenance. The cost of removal will be at the expense of the applicant submitting the permit.

**GENERAL REQUIREMENTS FOR TEMPORARY UTILITIES IN RIGHT-OF WAY.**

**"Temporary utilities are utilities that will be in the Right of Way for less than one year"**

- A. Temporary lines must be placed as far off the Right-of Way as possible.
- B. Temporary lines must have all information of submitting applicant.
- C. Temporary lines must be permanently marked be either tagged, stamped or painted, or by other means of identification every 500 feet.
- D. Temporary lines will be pro-rated on a one-month basis. If it shall exceed this time frame the applicant must submit another permit and pay for another set of fees.
- E. Any additional lines coming off of the original temporary line will need an additional permit.
- F. The applicant must immediately remove temporary lines once they are no longer in use.
- G. If Eddy County has to remove the line the applicant will be charged for the removal of the line or lines. The applicant will be denied any future permit from Eddy County Public Works. Eddy County will not be responsible for any damages at any time for these temporary lines if Eddy County has to move them. Eddy County has the right to revoke the use of temporary lines at any time if it interferes with Eddy County maintenance. The cost of removal will be at the expense of the applicant submitting the permit.

**PUBLIC WORKS**

**APPENDIX**  
**Parallel Line Requirements**

- Survey plat with section corner ties
- Minimum 4' (four feet) depth
- Minimum 12' (twelve feet) from shoulder or edge of pavement
- Pipe line marker at 400' intervals with owner, address and phone #
- 95% compaction as determined by ASTM-1557
- Moisture content +/- 2% of optimum
- Back slope and shoulder free of all rocks 3" (three inch) and larger

**\*\*\*Important Notes\*\*\***

*Government agencies and all franchised utility companies are exempt from paying fees other than the application fee. As indicated above in the fee structure section, the Application fee will be \$350.00 per permit application.*

*The Eddy County Commission may approve non-exclusive franchises to public utility companies, co-ops, telephone companies, and cable TV companies at no charge for the franchise.*

*Any active or non-active line laid in conduit must be permitted.*

**With the exceptions as otherwise noted herein, all rights-of-way users, including franchisees, are required to apply for a permit and pay the Application fee prior to doing any work.**

**All applications and permits are subject to review and revocation at the sole discretion of the Eddy County Public Works Director.**