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Document Owner: Manager of Operations, Job Training & Safety	Document Classification: Public	Review Cycle: Annual

SUBJECT: Poles, Joint Use of

POLICY:

**I. Requirement for Joint Use Agreement and Pole Attachment Permit Application**

Any or all utilities desiring to use in any way, the poles belonging to the Cooperative, shall before making any attachment to said pole or poles:

1. Enter into a contract for a “Joint Use Agreement” with the Cooperative.
2. Submit a pole attachment permit application in accordance with the Joint Use Agreement with a maximum number of one hundred (100) poles on any one attachment permit application. Poles on a single pole attachment permit application shall be part of a single project within a contiguous portion of the Cooperative’s service area.
3. Pay a non-refundable permit application fee of \$25 per pole on the applicable pole attachment permit application with a minimum permit application fee of \$300 regardless of the number of poles. For example, a 10-pole permit application would be \$300 due to the minimum fee, a 20-pole permit application fee would be \$500, and a 100-pole permit application would be \$2,500. The permit application fee covers the following services provided by the Cooperative:
  - a. Ride-out and estimation services in accordance with Article II herein, and
  - b. Inspection services in accordance with Articles IX and XII herein.
4. If the Attaching Utility does not perform a ride-out with the Cooperative within 180 days of the submission of a permit application, the application shall be null and void. If the Attaching Utility decides to pursue those same attachments at another time, then a new pole attachment permit application and accompanying fee shall be required.

**II. Ride-out and Estimate**

After receiving a properly completed pole attachment permit application and the applicable application fee, the Cooperative shall:

1. Provide a pre-construction ride-out in conjunction with the Attaching Utility’s designated field representative at no additional cost to the Attaching Utility.
2. At no additional cost to the Attaching Utility, provide a written summary of make-ready work required to accommodate the attachment request, including estimated cost of make-ready construction.

**III. Authorization and Payment by Attaching Utility**

The Attaching Utility then shall:

1. review the required make-ready work, evaluate the estimated cost, and determine whether to proceed with the proposed attachment(s), and



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2. sign and return the make-ready estimate to the Cooperative, thus authorizing the Cooperative to proceed with the make-ready construction at the sole cost of the Attaching Utility, and
  3. pay to the Cooperative the estimated cost of make-ready work.

#### **IV. Make-Ready Construction by Cooperative**

After receipt of payment from the Attaching Utility, the Cooperative shall perform detailed staking, design, and procurement activities necessary to perform the make-ready work. The Cooperative shall complete the make-ready construction work, including pole replacements, in accordance with the Cooperative's own construction standards and the National Electric Safety Code. Make-ready construction work will be scheduled in consideration of the Attaching Utility's preferences and the various operations and maintenance responsibilities of the Cooperative.

#### **V. Notification of Make-Ready Completion by Cooperative**

Upon completion of the make-ready work, the Cooperative shall notify the Attaching Utility:

1. that the Attaching Utility is permitted to perform attachment construction, and
2. any restriction on or special instructions related to where or how the Attaching Utility is permitted to attach to the Cooperative's pole(s).
3. All attachments will be located below line as identified by the Cooperative. Where no line has been indicated by the co-op, attach no less than 9 feet below the neutral conductor.

#### **VI. Reconciliation of Make-Ready Costs by Cooperative**

Within 90 days of completion of the make-ready construction work, the Cooperative shall close the work order used to track the make-ready costs, reconcile the actual make-ready costs with the estimated payment made by the Attaching Utility, and bill or credit the Attaching Utility for the amount of underpayment or over-payment. Credits to the Attaching Utility will be issued via a check, sent to the address designated by the Attaching Utility in the Join Use Agreement.

#### **VII. Proof of Insurance by Attaching Utility**

Prior to commencing attachments, the Attaching Utility shall provide certificates of insurance to the Cooperative in accordance with the Cooperative's Contractor Insurance Requirements policy. Certificates are required for the Attaching Utility, any contractors hired by the Attaching Utility, and any subcontractors of the Attaching Utility.

#### **VIII. Attachment Construction by Attaching Utility**

The Attaching Utility shall perform, or shall have performed by a qualified contractor, the attachment construction in accordance with all instructions provided by the Cooperative in the notification of make-ready completion (see Article V). The Attaching Utility shall notify the Cooperative upon completion of the attachment construction.



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**IX. Inspection of Attachments by Cooperative**

Within 90 days of notification that attachment construction is complete, and at no additional cost to the Attaching Utility, the Cooperative shall perform a field inspection of the completed attachment construction, including the following:

1. compliance with specific instructions given to the Attaching Utility by the Cooperative in accordance with Article V above, and
2. compliance with ground clearance requirements per the NESC, and
3. compliance with electric conductor clearance requirements per the NESC.

The Cooperative shall notify the Attaching Utility of any inspection failures. The Attaching Utility shall respond and remedy inspection failures in a manner and timeline appropriate to the safety criticality of the failure, but in no event shall the remedy timeline exceed 180 days beyond the notification date. The Attaching Utility shall notify the Cooperative upon completion of the remedy. In cases where, in the sole discretion of the Cooperative, re-inspection of remedies is appropriate, the Cooperative shall perform the inspection and bill the Attaching Utility for inspection services on a time-and-material basis.

**X. Annual Attachment Fee Paid by Attaching Utility**

An annual attachment fee shall be payable by the Attaching Utility to the Cooperative. The Cooperative shall issue annual invoices on or about December 31 of each year. The number of attachments billed to the Attaching Utility shall equal the number billed the prior year, plus the number of new attachments that were installed by the Attaching Utility and Inspected by the Cooperative since the last invoice date, minus any attachments removed by the Attaching Utility since the last invoice date. The payment shall be due to the Cooperative by February 1 following the issuance of the invoice. Attaching Utilities that fail to pay the annual attachment fee by the due date will be subject to late fees and other penalties in accordance with the Joint Use Agreement.

**XI. Pole Attachment Rate Set by Cooperative**

The attachment fee will be set by the Cooperative. The Cooperative shall use an equitable, cost-based methodology as a guide when establishing the annual pole attachment rate. The cost-based methodology may include, but not be limited to consideration of Operations and Maintenance Costs, Administrative and General Costs, Depreciation, Long Term Interest, and Other Interests and Deductions, but may exclude Patronage Capital / Margins. The cost-based methodology may allocate costs based on a pro-rata share of pole plant as a share of total utility plant.

**XII. Removal of Attachments by Attaching Utility**

In the event that the Attaching Utility removes their attachment(s) from the Cooperative's pole(s), the Attaching Utility shall:

1. return the Cooperative's pole and surrounding area to substantially the same configuration that it was in prior the attachment, which would include the removal of guys that had been installed to offset forces created by the attachment, and
2. notify the Cooperative that the attachment(s) have been removed.



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The Cooperative may, at its sole discretion, and at no additional cost to the Attaching Utility, inspect poles from which attachments have been removed. Inspections after removal of attachments work the same as inspections after construction of attachments in all material respects (see Article IX above).

### **XIII. Replacement by Cooperative of Poles with Attachments**

In the event that the Cooperative, in its sole discretion, deems it necessary or appropriate to change, alter, relocate, remove or add to existing Cooperative plant in order to meet its own operational needs or to accommodate foreign utilities other than the existing Attaching Utility, the Cooperative will notify the Attaching Utility of the need to transfer existing attachments from the old pole to the new pole.

### **XIV. Double Wood Removal by Attaching Utility**

The Attaching Utility shall transfer its existing attachments from the old pole to the new pole within 180 days of notification. The last Attaching Utility to transfer their attachment from the old pole shall uninstall that pole, remove the pole from the right-of-way, leave the right-of-way in a safe condition, and properly dispose of the old pole in a safe and environmentally responsible manner. Failure of the Attaching Utility to do so shall invoke the “Double Wood Removal by Cooperative” clause below (see Article XIV).

### **XV. Double Wood Removal by Cooperative**

If the Attaching Utility does not complete the transfer from and removal of an old pole within 180 days of notification by the Cooperative, then the Cooperative shall take the following steps to remove the pole:

1. Hire a qualified contractor to transfer the Attaching Utility’s attachments from the old pole to the new pole. The contractor will be instructed to use reasonable and customary utility practices during the transfer of the attachment from the old pole to the new pole in order to preserve the existing condition of the attached messenger/wire/conductor/fiber. The contractor will be responsible to remove the old pole from the right-of-way.
2. Pay the invoice issued to the Cooperative by the contractor.
3. Invoice the Attaching Utility as a pass-through of the amount paid to the Contractor. If the Attaching Utility does not pay the invoice in accordance with the Joint Use Agreement, the Cooperative shall seek remedy, also in accordance with the Joint Use Agreement, up to and including termination of the Joint Use Agreement.

### **XVI. Double Wood Special Case – Underground Electric Service to Member**

In some cases when the Cooperative replaces poles in accordance with Article XIII, a member of the Cooperative will have an underground electric service attached to the old pole, which creates a special case double wood scenario. The cause for the pole replacement shall determine who pays for moving the underground electric service to the new pole:

1. If the pole is replaced in order to meet the needs of an Attaching Utility, then the Attaching Utility shall pay to move the electric service. The costs of electricians and inspectors, as necessary to move the service, will be initially paid by the Cooperative and those costs will be accumulated on the open work order associated with the Attaching



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Utility's make-ready work. Upon completion of the make-ready work and reconciliation of the make-ready costs, the Attaching Utility shall be billed in accordance with Article VI herein.

2. If the pole is moved to improve operational efficiency of the Cooperative, as is the case when primary electric lines are moved closer to the road to be more accessible, then the Cooperative shall pay to move the electric service. The costs of electricians and inspectors, as necessary to move the service, will be paid by the Cooperative and those costs will be accumulated on the open system improvement work order associated with the line relocation. Upon completion of the line relocation, the work order will be capitalized.
3. If the pole is replaced due to age or condition, such as when a pole is identified for replacement through the Cooperative's regular pole inspection program, then the member shall pay to move the electric service.

### **XVII. Moving Electric Services – Process When Member Pays**

In special cases of double-wood when members pay in accordance with Article XVI, numbered item 3 supra, the Cooperative shall notify the affected member that the member has 180 days to move their electric service to the new pole at the member's expense. If the grounding associated with the electric service is affected by the move, then the service must be inspected by Cooperative-approved third-party electrical inspector. Service entrances shall meet the Cooperative's minimum requirements/specifications as published on the Cooperative's website.

To assist the member in transferring their service to the new pole, the Cooperative shall, at no cost to the member, provide temporary disconnections and reconnections at the transformer and shall provide supply and install the conduit, cable and weatherhead from the top of the new pole to the member installed meter pan.

Members who fail to move their underground electric service to the new pole within 180 days shall be disconnected, subject to the notification requirements in the Cooperative's Disconnect policy.

### **XVIII. Cooperative Attachment to Poles Belonging to Other Utilities**

The Cooperative will not attach to or use the poles belonging to any other utilities without a signed agreement.

PROCEDURE: As outlined in Policy (see attached schedule)

#### DELAWARE COUNTY ELECTRIC COOPERATIVE, INC.

Approved by Board of Directors	Jun 21, 1961
Reviewed by Board of Directors	Dec 19, 1973
Revised by Board of Directors	Aug 20, 1980
Reviewed by Board of Directors	Oct 24, 1989
Revised by Board of Directors	Mar 22, 1994
Revised by Board of Directors	Aug 28, 2012
Revised by Board of Directors	Aug 27, 2013
Revised by Board of Directors	Aug 26, 2014



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Reviewed by Board of Directors	Sep 22, 2015
Reviewed by Board of Directors	Sep 27, 2016
Revised by Board of Directors	Sep 25, 2017
Reviewed by Board of Directors	Oct 23, 2018
Reviewed by Board of Directors	Apr 23, 2019
Revised by Board of Directors	Aug 25, 2020
Reviewed by Board of Directors	Oct 25, 2022
Revised by Board of Directors	Sept 26, 2023



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RATE HISTORY	Effective 09/30/73 attachment fee increased to \$4.00
	Effective 09/30/78 attachment fee increased to \$5.00
	Effective 08/20/80 attachment fee increased to \$6.00
	Effective 01/01/95 attachment fee increased to \$7.44
	Effective 12/31/00 attachment fee increased to \$12.30
	Effective 12/31/01 attachment fee increased to \$12.87
	Effective 12/31/02 attachment fee increased to \$13.39
	Effective 08/28/12 attachment fee increased to \$23.41
	Effective 08/27/13 attachment fee decreased to \$23.37
	Effective 08/26/14 attachment fee increased to \$25.87
	Effective 09/22/15 attachment fee \$25.87
	Effective 09/27/16 attachment fee \$25.87
	Effective 09/25/2017 attachment fee increased to \$27.97
	Effective 10/23/2018 attachment fee \$27.97
	Effective 04/23/2019 attachment fee \$27.97
	Effective 08/25/2020 attachment fee \$28.15
	Effective 10/25/2022 attachment fee \$28.15
	Effective 09/26/2023 attachment fee \$28.15