

## Make Ready – Pole Replacement Guidelines & FAQs

The cost to replace a pole may be higher than anticipated or that it has been in the past due to various factors including supply cost increases, NESC changes, material shortages, labor rates, PUD construction standards, etc.

All projects that require Make Ready Work or Violation Correction are reviewed specifically by a PUD engineering employee. Since all jobs are designed to the exact needs of the requestor, considering outside factors and existing conditions, it is not possible to provide a ballpark estimate prior to the site visit/engineering design process.

At any time, a Licensee may choose to remove their attachments from the pole(s) or find an alternative path to complete their project. Licensees are not obligated to utilize existing PUD poles to accomplish their project objectives.

Please refer to the Pole Attachment Licensee Agreement (PALA), Joint Use Rules and Regulations (JURR), Joint Use standards, and Joint Use Rate/Fee Schedule. All these documents can be found here: [www.jeffpud.org/joint-use](http://www.jeffpud.org/joint-use).

This FAQ document is not intended to supplement the official documents which govern the District's Joint Use program. There are scenarios and circumstances not covered in these comments and the answers are subject to change for each specific project as details and requirements emerge. The District reserves all rights to consider each situation on its own and to make fair and equitable decisions for all Licensees on behalf of its ratepayers.

***NOTE:** The term "violation" is used throughout this document. This refers to a violation of the attachment to the National Electrical Safety Code (NESC), or WSDOT or other governing agency's minimum clearance standards, not a violation of PUD 3 construction standards. The **National Electrical Safety Code (NESC)** (or ANSI Standard C2) is a United States standard of the safe installation, operation, and maintenance of electric power and communication utility systems including power substations, power and communication overhead lines, and power and communication underground lines. It is published by the Institute of Electrical and Electronics Engineers (IEEE).*

## Frequently Asked Questions Regarding Pole Replacement and Cost:

---

### Who must pay the cost to replace a pole?

(REF: PALA 1.10 & JURR Page 9, Allocation of Costs)

- If the pole does not pass inspection, has storm damage, or was involved in a car vs pole; PUD pays for the full pole replacement cost regardless of current violations, including the cost of a taller pole, if needed.



- If the pole can be re-framed (attachments/equipment relocated on pole), the Cost Causer (aka Licensee asking for an attachment) pays for the cost to reframe the pole. Re-framing vs. replacement is at PUD's sole discretion.
- If multiple licensees are in NESC violation, and the pole must be replaced, the cost of pole replacement is equally shared between the attachment owners in NESC violation.
- *NOTE: PUD fiber placed within 40" of power (installed in the Communication Worker Safety Zone; and allowable under NESC) is considered to be in the supply space, and requires other communications to maintain 40" separation, which is the same clearance required between communications and to power regardless of when it was installed.*
- PUD could elect to relocate or place PUD fiber above power to clear a NESC violation, at its discretion.
- Each Licensee is responsible for their own costs to relocate on the pole or transfer to the new pole.

---

### **Who created the NESC violation; who was there first?**

(REF: PALA 4.4 Violation of Specification & 6. Violations)

Licensees have asked PUD to determine who was on the pole first and who is responsible for creating NESC violations. However, due to reasons listed below, the data required to make that determination is typically not available.



- Due to a long history of attachments, and all Licensees making an unknown number of attachments without submitting the required applications, it is not possible to definitively report on when each specific attachment was made to a pole.
- Attachment records of who was on the pole first and who created the first NESC violation are not complete, making these requests time consuming and expensive; and likely yielding no conclusion.
- Licensees are required to install and maintain their attachments in compliance with the NESC. There are many areas where a Licensee is attached to the poles, and those attachments were installed in NESC violation and are currently in NESC violation.
- Therefore, "Who was there first?" will not be considered in calculating the sharing of pole replacements and work needed to remedy existing violations. If a correction is needed on a pole, all Licensees with attachments currently in violation will share in the cost of remedy so that none of the attachments will

remain in violation. Once replaced, all attachments will be in compliance and expected to remain so moving forward.

- PUD staff will do their due diligence when processing an application for new attachment(s) as it relates to who will be responsible for Make Ready Costs. In the event PUD's attachment data is readily available and it can be clearly confirmed that PUD installed its fiber within the Communication Worker Safety Zone (as allowed per NESC), and clearly eliminated a previously existing Communication Worker Safety Zone; and the Licensee(s) cannot correct these issues by relocating on the poles at their own expense; then PUD will pay for the cost of the pole, as appropriate with the project and circumstances, and at its discretion.

---

### **Why does my organization have to pay for the entire cost of pole replacement when it only needs one attachment space?**

(REF: JURR page 9, Allocation of Cost)

- The height of the pole required to keep an attachment out of NESC violation is determined by various factors. As an example, terrain might require a taller pole to make midspan clearance, or cable sag calculations. State, County, or City ground clearance requirements may also impact the need for a taller pole. The height of the pole, including what is in the ground, is required to make an attachment free of NESC violations.



---

### **Is there a Pole Depreciation Chart? Has the pole reached the end of useful life and has no value?**

- PUD does not utilize a pole depreciation chart that identifies the value of the pole for replacement cost. PUD does use age of its poles as part of the calculation to determine pole attachment rate.
- PUD has a Pole Inspection Test and Treat (PITT) program to prioritize maintenance projects. Poles that pass the inspection are determined to be in serviceable condition for another 10-years when the PITT cycle repeats. Poles that fail the inspection are replaced under a scheduled maintenance program.
- If the pole does not pass inspection, PUD pays for pole replacement regardless of current NESC violations, including the cost of a taller pole if needed.
- PUD construction standards establish minimum pole heights for new poles to provide for future attachments without the need for pole replacements at no cost to the Licensee.



- Poles that pass the 10-year inspection have a useful life regardless of age of pole.

---

### **Who is in NESC violation; how is this determined?** (REF: PALA Article 4, 4.1.)

- When determining which attachments are in NESC violation, a pole is looked at for current NESC clearances. PUD engineering staff use dedicated pole measuring tools and are trained in reviewing and evaluating NESC clearances.

---

### **What about lights and luminary supports?**

(Refer to the current version of the NESC)

- Attachments made in compliance prior to the 2017 NESC edition are grandfathered in and do not require to be brought into 2023 NESC compliance, unless work is being performed on the pole by unqualified workers requiring a Communication Worker Safety Zone (CWSZ).
- A new LED light could have been installed recently under routine maintenance to an existing luminary support. The luminary support was existing and was not required to be brought into 2023 NESC compliance. The presence of an LED vs HPS light should not be solely used to verify attachment age.
- Required Make-Ready Work may include bonding light arms if that remedies a violation.



---

### **What if an application is submitted for attachment and it was determined there are violations on the pole and then the Licensee canceled the application?**

- If PUD inspects a pole for attachment and violations are discovered, they must be remedied.
- The cost of the pole replacement or reframing the existing pole to remedy the correction is shared amongst all Licensees in violation.



---

## What if the Licensee is responsible for a shared cost of pole replacement and does not want to pay?

(REF: PALA 3.6 Payment for work)

- If the Licensee chooses not to pay their share of pole related replacement or reframing cost, the Licensee has the option to remove their attachment from the pole.
- PUD will bill Licensees according to the governing documents and fair and equitable best practices. Licensees are obligated to pay all invoices in a timely manner.
- Non-payment from a Licensee will not necessarily stop a job from proceeding. Payment will be required within 90 days of the invoice being submitted to the Licensee. If payment is still not received, PUD and the Licensee could be required to participate in mediation per Article 26 of the Pole Attachment Licensee Agreement.



---

## How to identify the “Cost Causer”?

### COST CAUSER FOR POLE REPLACEMENT:

Sample procedures for identifying who would pay for pole replacement:

1. Is there a violation on the pole or midspan?
2. Can the violation be corrected by re-framing?
3. Who is the Cost Causer?
  - **Scenario 1:** Communication is in violation. They can re-frame on the pole to clear the violation. They are not responsible for any pole replacement cost. Communication would be responsible for their own re-framing to clear the violation. PUD will coordinate by notifying other Licensees of needed re-framing if applicable.
  - **Scenario 2:** Communication is not in violation. PUD to reclaim space on the pole and push communication into a violation. PUD would pay for pole replacement. Communication would be responsible for their own transfer to the new pole.
  - **Scenario 3:** Communication is in violation. They can re-frame on the pole to clear the violation, but PUD wants a taller pole to accommodate its fiber installation: PUD would be responsible for pole replacement cost, communication would be responsible for cost to transfer to new pole. PUD would not require communication to re-frame on old pole prior to pole replacement.
  - **Scenario 4:** Communication is in violation. They cannot re-frame on the pole to clear the violation. They are responsible for all pole replacement cost. PUD will select pole height to meet all applicable clearances and current construction

standards, at its discretion. PUD would not require communication to re-frame on old pole prior to pole replacement.

- **Scenario 5:** Communication has a midspan violation. They cannot re-frame on either of the poles to clear the violation. The spans are very long, and if it would be in the best interest of the PUD to set a new pole midspan: PUD and communication would split the cost 50/50 (or equally between multiple communication violations) of the new midspan pole. If setting a new pole midspan would not be beneficial to the PUD, or a midspan pole is not an option (e.g. sidewalks, roads, access) Communication would be responsible for pole(s) replacement cost. Communication would also be responsible for any violations on either end of the long span, as applicable.
- **Scenario 6:** In an area where PUD wants to build a fiber distribution network, with communication violations that cannot re-frame to clear the violation, and the decision by PUD to completely rebuild the pole line(s); PUD would be responsible for pole replacement cost, communication would be responsible for their own transfer to the new pole.
- **Scenario 7:** Communication wants to attach to an existing pole where there is not space to make the new attachment without causing violations. Communication pays for the full pole replacement cost. PUD will select new pole height to meet all applicable clearances and current construction standards, at its discretion.

*NOTE: Any of these scenarios in which communication is in violation and would therefore be responsible for pole replacement cost, may also be remedied by removing the attachment and locating to underground with no pole replacement cost. The Licensee is not obligated to attach or remain attached to the PUD pole.*

*NOTE: In the scenarios above, we used "PUD" as the entity which may want to make a new attachment. However, other Licensees make requests to attach on a regular basis. In those instances, the new attachment would be the Cost Causer and Make-Ready Costs would be assigned accordingly.*