Southern California Joint Pole Committee

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January 17, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 11:03 a.m. via teleconference. Those in attendance were:**

Ms. Maria Ortiz	XO Communications
Ms. Megan LaMon	Crown Castle NG West Inc.
Ms. Aarize Dizon	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Ms. Maegan Murphy	Crown Castle NG West Inc.
Mr. Bob Jystad	Crown Castle NG West Inc.
Mr. Michael Pearson	Southern California Edison
Ms. Carla Stephen	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Ms. April DeBarge	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Silvana Ray	Southern California Edison
Ms. Shelby Mulvelhill	Southern California Edison
Mr. John Bacon	City of Los Angeles – DWP
Mr. Lex Treepaisan	Frontier Communications
Ms. Katy White	MCI Metro ATS/MCI Telecommunications
Ms. Renzo Garzon	Mobilitie, LLC
Mr. Jeremy Harmon	Verizon Wireless
Ms. Yesenia Delgado	Time Warner Cable
Ms. Alicia Smith	Sprint Nextel Corporation/Sprint Communications CO.L. P
Ms. Kay Black	AT&T California
Mr. Todd Dailey	AT&T California
Ms. Veronica Romero	AT&T California
Mr. Barry Consulter	AT&T California
Ms. Shawn Henderson	T-Mobile USA
Mr. David Campo	City of Lompoc
Ms. Yvonne Johnson	AT&T Mobility
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Heidi Seropian	Extenet Systems
Mr. Alex Parra	City of Riverside
Mr. Joe Armstrong	City of Pasadena
Mr. Ben Coffey	City of Banning

Ms. Linda McLean	Extenet Systems
Ms. Lynne LaFrenais	Bear Valley Electric Services Inc.
Ms. Patti Ringo	Sonic Telecom, LLC
Mr. Micheal Truong	City of Burbank
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Ms. Ortiz called the meeting to order at 11:03 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Ortiz opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from any members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Ortiz opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Ortiz asked if any members had anything to bring up at this time. Ms. LaMon stated that Crown Castle has been seeing something they would like to get the members understanding on how it is interpreted in the Routine Handbook. She gave the example of a member sending Crown Castle a Preliminary Form 2 and sometime within that 45 day period, Crown Castle returns to that member a Form 48 citing Operation 13 for records only and an Form 7 stating that the purchase of interest is approved and that member needs to issue their final billing after the Form 48 has timed out, otherwise Crown Castle will bill on that members behalf and charge them Item 14A regardless of construction confirmed complete or not at that time. Ms. LaMon wanted to know if that follows the process of the Form 48, Section 18.1F, and the final requirements for a Final Form 2. Ms. DeBarge stated that SCE brought up this conversation around October about purchase of interest and they have been working on verbiage to review with the members. She stated that Section 4.0 is a mess at the moment because it has construction mixed with it when it should not. Ms. DeBarge stated that for SCE when they receive a Preliminary for purchase of interest they are returning their signed copy if it is approved along with a Form 7, as Ms. LaMon stated Crown Castle does, and then informing the other member that they have their approval for purchase and to bill their JPA or it will be billed Section 18.1F. Ms. DeBarge stated that SCE has been discussing this internally and what they are proposing is to get back to the bones of Section 4. Ms. DeBarge stated that what Ms. LaMon described is what SCE has been sending back telling the member the purchase of interest has been approved and based on the Routine Handbook it does not involve construction. Ms. LaMon stated her question to that was if Crown Castle does not feel that they are ready to send the Final Form 2 because they have not completed construction to that and for example SCE is to submit the Final Form 2 on Crown Castle's behalf with an Section 18.1F, she wanted to know if SCE needs to confirm construction

is complete in order to do that. Ms. DeBarge stated that is something SCE would like to address and it is under Item 1793 and they could get to this more in depth when they get to this item in the Routine Revision meeting. Ms. Black asked if the proposed edits from SCE were in the packet. Ms. DeBarge stated that she just jotted down some verbiage this morning that she was planning on reviewing with her team at SCE but that she could share it to go over with the members as well.

There were no comments or concerns from any members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) – Ms. Ortiz opened the discussion on Review of Routine Handbook Examples. Ms. Ortiz stated that she adjusted the page numbers and example numbers as they were suggested and sent in the updated examples the night before the meeting. (see attached). Ms. Ortiz stated that they divided the examples by diagrams, Form 2, and she labeled them as A, B, C, D, & E and was unsure if any other members had any other suggestions. She stated that the same with the page number she did the page 21, a dash, and the section number with one, two, three, etc. She stated that there were a couple of examples that she combined due to being redundant as well as adding verbiage to the example that was in reference to the risers. Ms. Ortiz started off with the page numbers and if there were any objections to the way they were setup. Ms. Pranata stated she liked the simplicity of the setup. Ms. Ortiz stated that if there was ever anything they needed to add to the subsection, they could just add it to the end. Ms. Ortiz asked if the example numbers were ok as well. Ms. Pranata stated she liked how they match the page number. Ms. Black asked if this was in the packet. Ms. Ortiz stated that she had sent it to Ms. Pranata the night before the meeting but that she could forward it to Ms. Black. Ms. Ortiz stated that on page 12 she added the note "JPA not required when existing owner on record is proposing to place a riser, a Form 9 is to be issued." Ms. Ortiz asked the members if this was ok. Ms. Black stated AT&T California just had an issue with this and this was perfect. Ms. Ortiz then asked to review page 14. Ms. Black stated that before they moved on during the last Routine Revision meeting someone was going to send her the quadrant example so AT&T California could add it to their Form 2's, but she never received it. Mr. Bacon stated he was the volunteer and with the long holiday forgot, but that he will send it to Ms. Black. The members then continued to page 14, Ms. Ortiz stated that for this Example B7 she added in red what was previously on page 15 about "Antenna owner is required to purchase the 2" antenna safety clearance" and a note to "Refer to G.O. 95, Rule 94 for safety clearance requirements." Ms. Ortiz stated that her notes eliminated Example 15 on page 15 because they were then combined and it was less redundant. Ms. Ortiz stated that on page 33 she removed the "Revised Example 5" and the "note" that was on the page because she did not think it was needed any more. Ms. Black stated that for this example they were also going to remove the KV on the GUY pole. Ms. Ortiz stated that was correct and that she would remove it. She

stated that these revisions eliminated the old Example 5. Ms. Ortiz asked to go to page 46. She stated she added the note on top that says "This form is only to be used by existing owner on record." Ms. Black asked if they could add stating no Form 2 required with a Form 9 because she found her team performing unnecessary work due to know knowing it was only be the Form 9. Ms. Black stated a note would help in avoiding any confusion. Ms. Ortiz stated that was it for the revisions made. She asked if there were any other requests for changes. Ms. DeBarge stated SCE would like to review it before sending it to Operating Committee. Ms. Ortiz stated that she just needed to update the KV on the one example and she would then forward it to Ms. Pranata to forward to the members.

There were no further comments or concerns from the members.

Agenda Item 4 – Item 1790: Non-wood Pole life Span (K. Black – AT&T California 6/14/2023) – Ms. Ortiz opened to the members who place non wood poles lifespan. She stated that this item was approved at the Administrative Board meeting, and it could be removed from the agenda.

Agenda Item 5 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Ortiz opened to the members Section 4.0 with Form 48 which they started discussing earlier and that Ms. DeBarge mentioned SCE was working on proposed verbiage for Section 4. Ms. DeBarge stated that she sent it to Ms. Pranata so that the members could review and discuss (see attached). Ms. DeBarge stated that she did not see anything wrong with the section itself, but that she believes the way the section is being used is where the refinement is needed. Ms. DeBarge added Note number four for purchase of interest asking if a Form 48 is required. Ms. DeBarge stated that Time Warner Cable brought this up and now Crown Castle has as well. Ms. DeBarge stated that SCE has been returning their JPA's along with the Form 48 with the records only approval and a Form 7 stating to bill the JPA within the 90 days in Section 18.2. Ms. DeBarge stated that SCE has a built up over the years with JPA's that have been submitted for purchase of interest. She stated that this puts members in a position of holding/reserving space which they are not supposed to do. Ms. DeBarge stated that Section 4 is about purchase and sale of interest and not construction. Ms. DeBarge stated her first question is in regards to the Form 48 and if it is even required because there is no work that is being constructed for a purchase and sale of interest. Mr. Harmon stated he would like to understand the parameters to the situation. He stated that if interest is being purchased then they will be doing construction, other than an acquisition of another party. If a Form 2 is being submitted stating facilities are going to be attached or work done on a pole. Mr. Harmon stated if something is being proposed to be done then they would like to know when the work is completed and that is what the Form 48 is saying that their work is complete. Mr. Harmon stated he does not want to make the problem which is they have a

Form 2 adding a cable 12 inches above another party and no other parties have to do any work. The party that sends the Form 2 can waive the 45 days of automatic approval and go out and do their work, send the Form 48, wait until that is done, and then bill it. Mr. Harmon stated if they are not following that procedure then they need to follow the process to extend that purchase of interest and if not the available space needs to be relinquished. He stated changing the rules to accommodate any party not following the requirements does not make sense. Mr. Harmon stated that the access is a big part of today with broadband and if a Form 2 is created and whether it be six months to 18 months to determined time limit then it needs to be relinquished. He stated they need to be cognizant of other business plans and different guidelines. Mr. Harmon stated his understand of the Form 48 is that it tells a party work is complete. He stated if SCE sets a brand new pole and they need to go and transfer their lines and pull out the older pole they need to know when to do that, and the Form 48 is a transmission of notice to continue the process. Ms. DeBarge stated that the topic brought up in October 2023 and are continuing now is what the point of Section 4.0 is. She continued that it is not construction but purchase or sale of interest. Ms. DeBarge stated that SCE would like to bring it back to what it is, a parties construction in the space that they purchased is their business and they can send a Form 48. She stated that SCE receives Form 48's for JPA's that closed out five years prior. Mr. Harmon stated he does not understand how a party can purchase interest on a pole and not do any construction. Ms. DeBarge stated she was not saying they are not doing any construction, but the JPA should not be held up for a members construction when they are purchasing interest. Mr. Harmon stated that if they are not getting Form 48's when the work is being done, then the Form 2 needs to be rejected and the party needs to get unauthorized or follow the procedure. Ms. DeBarge stated that a Form 48 is required, but not required for the billing of a Section 4.0 JPA. Ms. DeBarge stated that if they want members to police each other when constructing in their own space that they have purchased, they can add a note at the time asking when a Form 48 will be sent, but that Section 4.0 is for purchase and sale of interest in that pole and does not state that it requires a member to have attached before they close out their JPA. Mr. Van Styrk asked if SCE is no longer going to review the pole loading. Ms. DeBarge stated that SCE reviews pole loading. Mr. Van Stryk asked how SCE would know if it was right or wrong by only selling the space and not policing the attachment, how would they know what they are going to do as far as attaching. Ms. DeBarge stated that it is on their pole loading and they are trusting it is correct because they all need to uphold safety standards. Ms. LaMon stated that she was under the impression that the Form 48 was required for the Final Form 2 because there is space for it on the form. Ms. DeBarge stated they could do an N/R or Records Only if a Form 48 is required. Ms. LaMon stated that thought in Section 18.1F it states that a Form 48 is required. Ms. DeBarge stated that this where they get off track because Section 18.1F has a part that is billing on another members behalf. She

stated she did not reference that in Section 4.0, because to SCE Section 18.1F is irrelevant for Section 4.0 the purchase of space. Ms. DeBarge explained the drafted additions to Section 4.0 (see attached). She stated that this is for Section 4.0 or 4.X for the purchase of interest only and not construction. Ms. DeBarge stated that if they do not meet the time frames then that purchase of interest is void and gets cancelled. Mr. Van Stryk asked if someone else denies the JPA other than SCE then SCE will not final it. Ms. DeBarge stated that it is not in the case of a purchase of interest because the billing of that JPA is solely on that initiator. If it is not built within the time frames should not delay the final billing of a Section 4.0. Ms. Debarge stated she would like to also talk about a bill before/bill after scenario with a purchase of interest. Ms. LaMon requested to go back to Mr. Van Stryk's question. Mr. Van Stryk stated that the company that approved may send a Form 7 stating they will final on the other members behalf which he is worried about this happening. Ms. DeBarge stated that SCE sends their signed copy to all members on the JPA even though not required to, so that there is nothing hidden. Ms. DeBarge stated that this could be part of the purchase process so that there is awareness for everyone since everything is electronic now and as easy as an email attachment to send. Mr. Harmon stated that he understands that this is about a party sending a Form 2 and then nothing is heard after that. Then there is the automatic approval after 45 days and the presumption is no one has to respond, then it is approved but when they come to the pole and want to do work there is pending Form 2 that no one knows if the party built or attached. Ms. DeBarge asked Mr. Harmon to further explain. Mr. Harmon stated the title in the draft writing states "Cancellation of Purchase of Interest." He stated if he is sending a Form 2 and wants to purchase interest, but the draft appears to represent that the party has not constructed, sent their Form 48, and finaled by time frames established in the SCJPC, then another member can send a Form 7 to cancel that initial purchase of interest because it is past the time frame that would allow the party that purchased interest to perform the work and do the Form 48 to complete the work and final bill. Ms. DeBarge asked the members to take construction out of their minds and consider this situation. She stated SCE is sending in a JPA for purchase of interest and has approval from the other joint members. Ms. DeBarge then asked the members what keeps SCE from submitting the final to the SCJPC for the Section 4.0. She stated at this point no construction is necessary. Mr. Harmon stated they would not bill something before it is constructed because it could get cancelled or something could happen. Ms. LaMon agreed and stated that fiber gets rerouted all the time and by final billing would that not fall into reserving space. Mr. Harmon agreed with this. Ms. DeBarge stated that if the member determines they will not be using the space then it is on them and they need to relinquish their ownership and it is not fair or right to continue to use Section 4.0 as a holding space while a member is doing all their construction. Mr. Harmon stated that because nothing has finaled and it is just a Form 2, nothing has changed, and the pole record still does not show them on the pole. He stated

that he would like to understand what type of action it is where a company can just purchase interest on a pole and not add or construct anything. Ms. DeBarge agreed and stated that if they are purchasing interest then the space is theirs and if they are just deciding they do not want to build in it then why is that the case. Mr. Harmon stated that is not the case. He stated the case is that the party that is going to build and construct does not send the final documents to complete the work or they do not construct and send some sort of notice of canceling the Form 2. Mr. Van Stryk stated that this is a different way of reserving space and what he thinks Ms. DeBarge is trying to get to is a way from having all the stacked up and waiting for bill after JPAs as a form of space reservation. Mr. Harmon stated that space reservation is talked about in the Right of Way rules which is when a company is not allowing access to an open space on a pole because they want to use it for something else. So if by default it is being reserved because a party is not completing their JPA work, then the party needs to be held accountable saying the space was purchased and constructed in or Form 2 sent but nothing built then let them know they need to either send a Form 7 to cancel or it will be automatically cancelled. Mr. Harmon stated that is not reserved space because there is no final transaction until the record gets sent in for final billing and he agrees it is an automatic approval, but they need a mechanism that says if the party does not complete the full transaction after this period of time, it is as if it never happened. Ms. DeBarge stated that the full transaction for Section 4 is the purchase and sale of interest, which is the point she is trying to get across. She stated that the construction piece is important, but that it is not tied to Section 4.0. That is their space to go do what they need to in their time frame. Mr. Harmon stated that the section shows they want to purchase but to get onto record and finalize they have to complete the work. Ms. DeBarge stated that SCE gets new JPAs and returning approximately 75-80% of them to members because they do not have the bill before/bill after information. She stated it is because they do not know that a member has purchased or "reserved" that space. With a member purchasing space and closing out their JPA, they are now on record and any other member who wants to purchase interest onto that pole can see clearly that the member is on it. Mr. Harmon stated that would not happen until the pole card is updated and that Ms. DeBarge stated final or anything else is not sent, so he wanted to know how this is happening. Ms. DeBarge stated that part of the problem is the update is not happening. Mr. Harmon then stated that the space is then not being reserved. Ms. DeBarge stated that based on Section 4, purchase and sale of interest, the space is purchased and sold, deal closed, and the record gets updated. Mr. Harmon stated that the record does not get updated at that point because Form 48's, and Final billed have to be done before. Ms. LaMon stated that they need to look at the whole process because Section 4.0 is just a section and a part of the process. The Preliminary Form 2 is the first form to initiate the purchase of sale of interest. After that one has to follow the rest of the process to complete the purchase of interest. She stated her understanding

of the Routine Handbook is that they go through all the forms required which include the Form 48 and Final Form 2 to get on record. Mr. Harmon agreed. Ms. DeBarge stated that for Section 4 it will be for Records Only. Mr. Harmon stated that there is no such thing as a Records Only purchase and sale of interest. Ms. LaMon stated that if the intent is to construct then it is not just Records Only and her understanding of Records Only is to update if they go out into the field and see that the field conditions do not match the records then they submit a JPA to update those records. Mr. Harmon agreed and stated a purchase or sale of interest has to be for some sort of work because they do not go out and purchase space just because and well as sell space for no purpose. He stated if they want to attach to a pole and on the record there is no one there then that space is not owned and whoever sent a Form 2 years ago does not exist and if they are there, then they are there Unauthorized. He stated they cannot purchase and not do anything on that space. Ms. DeBarge agreed and asked what the holdout is when they can purchase their space, pay for it, then do their construction, and send their Form 48. Ms. DeBarge wanted to know how this came about if there is no trust that the other member is going to go out and construct in that space. Mr. Van Stryk stated that he agrees with Ms. DeBarge on this. Mr. Harmon stated that the Form 48 needs to be done. Ms. DeBarge clarified that she did not say a Form 48 did not have to be done. Mr. Harmon stated that they are not on record until the transaction is completed. Mr. Bacon asked what happens when they have an incoming utility that wants to purchase space and a Form 48 has not been submitted. He stated that technically that space is still available. Mr. Harmon agreed. Ms. DeBarge stated it is not if the member is on the pole card. Mr. Harmon stated they will not be on the pole card until the Form 48 has finaled. Mr. Harmon stated an intent does nothing until they final bill. Ms. DeBarge requested to be able to finish explaining the rest of the proposed verbiage before anymore interruptions to be able to give the entire picture. Ms. DeBarge stated she added Section 18.2 so they could easily refer to it if needed. She stated in Section 18.3 she added a note explaining memos must be returned to the SCJPC office by the next billing cycle. She stated that these are just preliminary thoughts that SCE had in regards to Section 4 Purchase of Interest, so that the members can purchase their space, close out the JPA and do their construction. She stated that the Form 48 seems to be an issue, but that just because a JPA is closed out does not mean they cannot send or receive a Form 48, as she had stated previously they receive them for buddy poles often. After JPAs are closed out. Ms. LaMon stated that Crown Castle is currently receiving Form 48's and Form 7's from SCE and other members and would like to know how to move forward with receiving them since the process has not been agreed upon. Mr. Bacon stated that the current process is when they do string their fiber they would submit a Form 48. Mr. Bacon stated that this could be deferred until next month so that SCE can get together their most poignant notes as to why this should be implemented and the can take this to a discussion. He suggested all the members take this back to review and be ready to discuss next

month. Ms. LaMon stated that some of the timeouts from SCE would be issued before the next meeting and wanted to know if SCE would or would not be able to bill on Crown Castles behalf if they have not completed construction by that point. Mr. Bacon stated that if it is within the 90 days. Ms. DeBarge stated that SCE will hold off on Section 18.1F in these specific Section 4.0 JPAs at this time. Mr. Bacon stated that Ms. DeBarge does bring up a valid point and that they can all take time before the next meeting to go over it because it seems to be at a standstill at this time. Ms. McLean inquired if Ms. DeBarge was going to hold off on 18.1F JPAs. Ms. DeBarge stated yes they will hold off on the new ones where they sent that communication. Ms. Ortiz stated that if any other members had other ideas on how to redline Section 4 different from SCE's suggestions they are free to do so and present it next month.

Agenda Item 6 – Miscellaneous Issues –

- **Exhaustion of Available Space on a pole** (K. Black AT&T CA 3/15/2023) Ms. Ortiz opened stating Ms. Black wanted this item to be closed in November but Mr. Treepaisan requested more time to review. Ms. Black stated that she and Mr. Treepaisan did not have the opportunity to go over this and would like this item to remain open and be tabled for the next meeting.
- **Time limit & 18.1D clarification for Form 2 and Form 7** (N. Van Stryk – City of Vernon 5/23/2023) Ms. Ortiz stated they did approve one of the portions that was redlined by Mr. Van Stryk and asked if they would like to continue to go over the other proposed changes. Mr. Van Stryk stated this could be tabled until next month for the sake of time.
- **Notating risers for the Form 2 and Form 9** (L. LaFrenais – Bear Valley Electric – 10/18/23) Ms. Ortiz opened this item and stated she thinks this was covered with the revisions made to the Routine Handbook examples. The members agreed.
- Ms. Ortiz asked if there were any other miscellaneous items. There were no further comments or concerns from the members.

Agenda Item 7 – <u>Review of Action items</u>/JPA Alerts –

- Ms. Ortiz stated they will finalize the redlines made to the reorganization of the Routine Handbook examples and have it ready to be forwarded to the members.
- The members are to review Ms. DeBarge's proposed Section 4.0 and if there are other ideas on how to revise to bring them for review.

The Meeting adjourned at 11:56 a.m. until February 21, 2024.

Transcribed by Anali Spencer – Committee Staff

ITEM 1790: NON-WOOD POLE LIFE SPAN

Item # 1790 Non-wood Pole Life Span

7.11 Replacement of Pole for Mutual Benefit of All Joint Owners

Member replacing pole for mutual benefit shall sell interest in new pole to other Members concerned.

Each Member shall transfer at own expense, receive salvage, if applicable, and pay pulling and transportation.
Mutual benefit shall be understood to apply under this section as follows:
(a) Wood Pole 25 years old or more
(b) Wood Pole less than 25 years old, but rendered unfit for service by any cause not the fault of a joint owner including existing overloaded poles.
(c) Pole requiring relocation for the benefit of all Members concerned
(d) Pole identified in an authorized maintenance inspection program as unfit for service
(e) Pole requiring replacement for clearing of discovered existing General Order 95 infractions not the fault of any joint owner.
(Revised April 2015)
(f) Pole replaced prior to Form 2 and Form 48. Form 2 must be noted that this is a Priority Pole. Section 7.13 applies only if Form 2 is not issued within 45 days (Revised March 2016)

(g) Non-wood pole 80 years old or more

For wood poles that are more than 25 years old, this section applies only to Members having more than 20 consecutive years of Joint Pole Committee membership.
For those Members with less than 20 consecutive years of Joint Pole Committee membership, which initiates the replacement of poles under the provisions of (a) above, Section 7.3 shall apply.
This rule shall also apply where owner failed to issue Notice of Intention for pole and incoming Member desires its replacement within three years, beginning with January 1 following date of its installation. If pole has been installed longer than the three-year period specified and is not more than 25 years old, the replacement shall be in accordance with rule of the Routine relating to Section 7.3.

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

Form 7 / Form 2 – 18.1D Automatic Approval Timeline Issues

18.1D – Time Limits Involving Form 2 Preliminary Joint Pole Authorizations.

Automatic Approval - The Form 2 Preliminary Joint Pole Authorization will be considered approved when 45 days have elapsed from date sent of Form 2 Preliminary Joint Pole Authorization to other Member(s), and there is no written protest or request for review.

A Form 7 can not be used to shorten the the time limits of automatic approval. The time limits described by section 18.4 can not reduce the timeline prescribed by 18.1D.

OPTION 1 FIX:

18.1C Changes After Approval

B) A revised Form 2 shall be used for the following:
- Add owner(s)
- Add pole(s)
- Change from wood to engineered steel pole type (refer to Section 15.7)
- Change in scope of work (i.e. changes causing receiving member to reengineer and/or refield.)

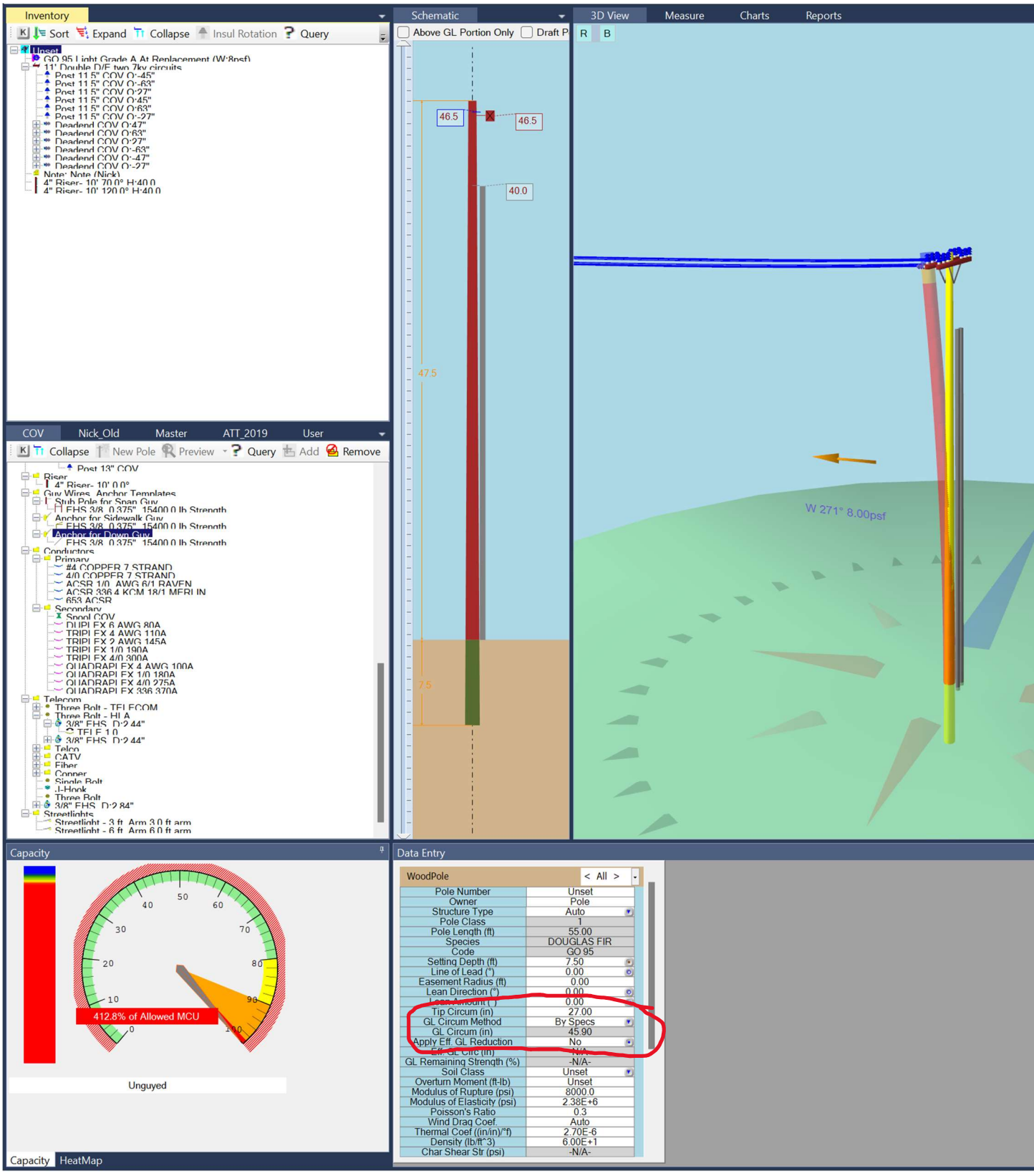
- **Make corrections to Pole loading that require receiving member to reengineer or refield.**

EXPLAINATION OF REQUESTED CHANGE:

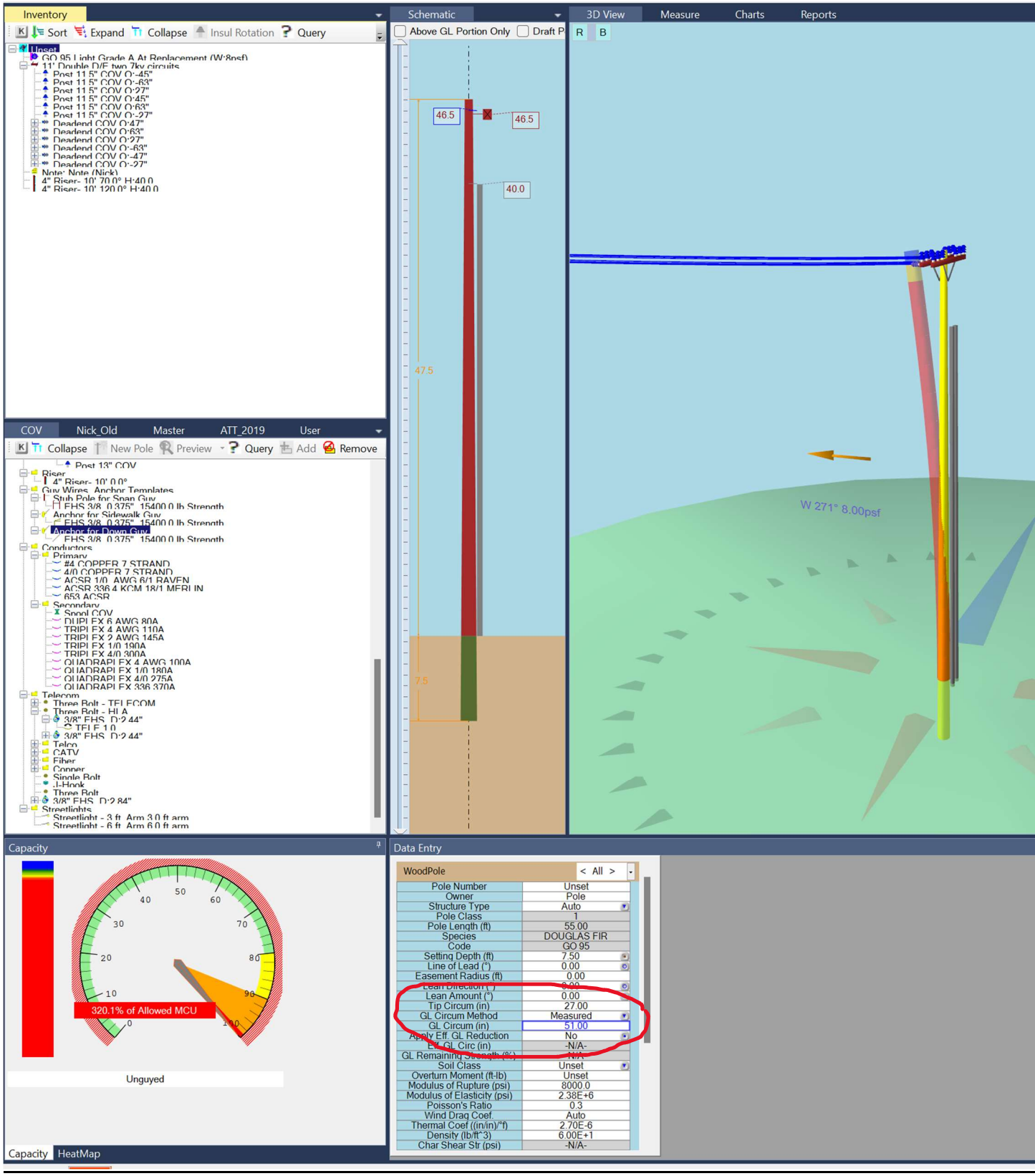
When pole loading is used as a means of denial it usually means there was something missed or an issue with the methodology. From my experience some of the more common issues are:

1) **Incorrect ground line circumferences (would require refielding) – Ocalc provides a minimum for the ANSI value at the setting depth. When I see exact numbers, I know a ground line is modified from the standard ANSI values. See below how modifying the ground line can drastically change the safety factor.**
2) **Incorrect modeling of span guys (would not require refielding)- A span guy carries a portion of the net resultant load from pole1 to pole2. The modeling of pole2 should include the resultant load in the model. Ocalc requires that the value be manually put in or use line design and link the objects. If the automatic mode is set, then the span guy will try to balance the loads of pole2 in the direction of pole1, when the known use of the guy is to back up the loads from pole1.**
3) **Modifying tension values in the conductor properties without using tools or methods of coming up with those values.**
4) **Verifying clearances when using section 4.3 (would require refielding) – when purchasing space withing 6ft of power and indicating the installation of a guard arm or arm, the proposed height of new attachment and height of power need to be verified. This change to the preliminary form 2 can also fall under the "change in scope of work (i.e. changes causing receiving member to reengineer and/or refiled).**

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

2023

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June					1 Utility 1 sends Prelim Form 2 + Pole Loading to Utility 2 & Utility 3	2	3
	4	5 Utility 2 Denies Based on Pole Loading	6	7 Utility 1 Re-sends updated Pole Loading with Form 7.	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22 15 Days from Utility 1 re-sends Pole Loading with Form. 7. Utility 2 does not respond to Form 7.	23	24
July	25	26	27	28	29	30	1
	2	3	4	5	6 Utility 2 responds to Form 7 noting the issue is still unresolved and is still denied.	7	8
	9	10	11	12	13	14	15
	16 45 Days from Preliminary Form 2 Date Sent	17 Utility 1 uses 18.D for Automatic Approval for Utility 2 even though they Denied Preliminary Form 2.	18 Utility 1 starts construction without response to Utility 2's Form 7.	19	20	21	22
	23	24	25	26	27	28	29
Aug	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
Sept	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
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Southern California Joint Pole Committee

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February 21, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 12:26 p.m. via teleconference. Those in attendance were:**

Ms. Maria Ortiz	MCI/Metro ATS, XO Communications, MCI Telecomm
Ms. Megan LaMon	Crown Castle NG West Inc.
Ms. Aarize Dizon	Crown Castle NG West Inc.
Ms. Jacqueline Costa	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Mr. Michael Pearson	Southern California Edison
Ms. Carla Stephen	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Ms. April DeBarge	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Shelby Mulvelhill	Southern California Edison
Mr. John Bacon	City of Los Angeles – DWP
Mr. Lex Treepaisan	Frontier Communications
Mr. Jeremy Harmon	Verizon Wireless
Ms. Yesenia Delgado	Time Warner Cable
Ms. Alicia Smith	Sprint Nextel Corporation/Sprint Communications CO.L. P
Ms. Kay Black	AT&T California
Mr. Todd Dailey	AT&T California
Mr. Matthew Barbosa	AT&T California
Mr. Barry Consulter	AT&T California
Ms. Shawn Henderson	T-Mobile USA
Ms. Yvonne Johnson	AT&T Mobility
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Heidi Seropian	Extenet Systems
Mr. Alex Parra	City of Riverside
Mr. Ben Coffey	City of Banning
Mr. Damon Stuart	City of Banning
Ms. Linda McLean	Extenet Systems
Ms. Lynne LaFrenais	Bear Valley Electric Services Inc.
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Ms. Ortiz called the meeting to order at 12:26 p.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Ortiz opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from any members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Ortiz opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Ortiz asked if any members had anything to bring up at this time.

There were no comments or concerns from any members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) – Ms. Ortiz opened the discussion on Review of Routine Handbook Examples. Ms. Ortiz stated that the reorganization of the examples was voted on and approved in today's Administrative Board meeting. Ms. Ortiz asked if Ms. Pranata would require assistance in reviewing the sections and updating the example numbers. Ms. Pranata stated that she believes she can start it and may need assistance double checking all the example references from Sections 1 through 20 are added. Ms. Ortiz stated that once the references from each section are updated and confirmed this should be good to publish in the next month or two. Ms. Pranata confirmed that was correct. Ms. Ortiz asked if any members had anything to bring up at this time.

There were no further comments or concerns from the members.

Agenda Item 5 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Ortiz opened to the members Section 4.0 with Form 48. Ms. LaFrenais inquired about the Note 4 additions (see page 2 of 9 of the Routine Revision packet) which stated a Final will be canceled 90 days from the date sent and stated she objected to this. Ms. Ortiz stated that last month there was a long discussion regarding this and that there are members who feel a Section 4.0 should be Form 48 and final billed even though construction has not been completed. Ms. Ortiz stated that the way she was trained if they issue a Section 4.0 JPA, the Form 48 does not get sent until the attachment has been added to the pole. She stated at that point they issue the Form 48 and then 45 days from there they send the final. Ms. Ortiz stated that Ms. Smith and herself reviewed this section and made some revisions to it as well. She stated that the committee has had conversations in the past regarding reserving space and members not agreeing to reserving space. Ms. LaFrenais stated she was also opposed to the part where it mentions any discrepancies noted by the committee on the Form 2 Final that is returned has to be processed within the next billing cycle, which is usually 30 days. She stated that if they do not respond with a corrected memo within 30 days that is also a problem. Ms.

LaFrenais stated that speaking for Bear Valley Electric they get a lot of memos, and they take research and time to resolve those. Mr. Van Stryk stated that he believed SCE had a whole speech to go with this and asked if they would like to discuss. Ms. DeBarge stated SCE first wanted to hear what the members had to say after reviewing what SCE submitted before going through it. Ms. DeBarge stated that SCE is trying to solve a big problem that they have with this. She stated that she reviewed the past minutes and that this has been an ongoing issue with the billing of JPAs. Before continuing she asked Ms. Ortiz if there was something else that they wanted to review. Ms. Ortiz stated there was and asked the members to review the red lines they submitted (see attached). Ms. Ortiz stated that they do agree with SCE regarding to attending to JPAs that are taking a long time to final bill which is where they included to refer to Section 18.1-D and 18.1-E regarding the timelines, but that they should not be final billing a JPA if the work is not done in the field. Mr. Van Stryk asked why not. Ms. Ortiz stated that would be reserving space which was discussed before they would not be reserving space. Ms. Ortiz stated that these are just suggestions up for discussion so they can come up with a solution together. Ms. DeBarge asked if all the members had the opportunity to read through the document SCE shared. She stated she will skim through it to make sure all the members are on the same page in understanding where this is coming from. Ms. DeBarge read through the supporting documentation SCE submitted (see attached). Ms. DeBarge stated that members are being denied new purchase of interest because they are not aware that other members have submitted JPAs to purchase space which is the whole bill before scenario. She stated this causes a lot of back and forth where SCE has to review it, deny it, send it back, it needs to be rewritten, again going through a whole process. Ms. DeBarge stated that for the Section 3.1 JPAs no Form 48 is sent by a member and SCE does not receive them, which is another piece of the attachment process that is not being policed, nor does SCE want to police it. Ms. DeBarge then reviewed the chart drawn out on Section 4.0 (see attached). Ms. DeBarge stated that the members could discuss what advantages there are with using the process this way because she could not think of any when preparing the chart. Ms. DeBarge stated that a recommendation she did not get to put into the document was that all joint owners would be sharing in the care and maintenance of the pole which they have ownership and will conduct business in, because that is not happening currently. Ms. DeBarge stated SCE has some scenarios they call POAJ (Pole on Another JPA). She stated they called them POAJ cakes which means they have layers and layers upon layers of JPAs they need to bill before other JPAs. She referred to the *bill before/after* scenarios (see attached). Ms. DeBarge requested Ms. Pranata to open up the JPA Alert section on the website. Ms. DeBarge stated SCE is on an 18.1F cleanup and that recently in 2023 she took over being involved in the foreign JPA process. She stated in stepping into that role she had to see where they begin because it is such a mess with how many unbilled JPAs there are. She stated that 18.1F was one of the projects that the team before her

was working on but had several memos on. Ms. DeBarge stated she set up a team to clean up the memos. She stated that SCE has multiple tasks they have in their system for Section 18.1F to bill on a member's behalf. She stated SCE has their own work to do and does not want the SCE team to be billing on members behalf. Ms. DeBarge stated that they have to get back to what the Routine says about Section 4 because it is not working. Ms. DeBarge stated that they are now in 2024 and the cycle is starting again where they have had 3000 poles since January come in. Ms. DeBarge stated that at the last meeting it was mentioned that someone needed to go back and read previous minutes to see what was intended by the writers of the sections and pieces added since then. Ms. DeBarge stated SCE needs the members help with the Section 18.1F to get it cleaned up and move forward. She stated that in last month's meeting few things were mentioned, and three things stood out that she wanted to address specifically. First thing mentioned was that there is no such thing as a records only purchase and sale of interest. Second was if the intent is to construct then it is not just records only. The third was that records only on the Form 48 is to update if someone goes out into the field and they see that the field conditions do not match the record so they submit a JPA to update those records. Ms. DeBarge stated that SCE took on the painstaking task of reading through Routine minutes. Ms. DeBarge stated she read back to 1999 with a lot of care and thoughtfulness and found the purpose of the records only added to the Form 48 in 2012 was for the reason that they stated in the January 2024 meetings. Ms. DeBarge requested to go to the May 2011 JPA Alert. Ms. DeBarge stated that she was not part of the SCJPC meetings at that time. Ms. DeBarge reviewed the May 12, 2011, JPA Alert "Final JPA Submitted Prior to Constructions; Purchase of interest in poles or anchors JPAs can be final billed prior to construction per Section 4.0, 4.1, 4.3, 4.4, Form 48 issued stating 'Records Only' and 45 days will be waved." She stated that was the reason that the records only was added to the Form 48. She stated that looking through those minutes, the official form was updated in 2012. She stated the second thing in regards to construction if the intent is to construct it is not just records only. Ms. DeBarge stated that the word *construction* is throwing the members off for quite some time because she read back through to the 1940 minutes. She stated that construction was/is a new set and a replacement not an attachment. Ms. DeBarge then addressed the third item from last month's meeting was going out into the field and seeing that field conditions do not match the record. She stated that does not pertain to the records only Form 48. Ms. DeBarge stated that the May 12, 2011, JPA Alert that came out which was comprised from months and years of discussions that led up to this. She stated that it is discussions that they are talking about to this day. Ms. DeBarge mentioned that going back through the minutes she noticed it is an ongoing problem and SCE started bringing the problem to the table in 1999/2000. She stated when this conversation was started, she did not know that all this had already been discussed and solved in 2012 with the addition of the Records Only Form 48 and the JPA Alert clarifying the purchase of interest

prior to attachment. Ms. DeBarge stated the objective was to ensure that pole records are current in the SCJPC database and to be sure that all members are being compensated for purchase and sale. Ms. DeBarge stated that she found some points of interest in her review of minutes up until 1940. She stated that first was the Records Only information was added to the Form 48 in 2011, that construction was a new set and replacement. It was not an attachment to an already existing pole, and that purchase of interest under notice of intention Section 3.1 stated that purchase was not required until attachment was needed. She stated that right there ensures them of the integrity of members not just going out buying unplanned space. The intention was if a member was purchasing space, it was because they had a plan for it. Whether it be to attach their own facilities, sell it to another member, or have a renter. Ms. DeBarge then mentioned that reserved space was a thing, but it was recorded as sale of interest. She stated that reading through the 1940 minutes, sale and purchase was like a whole separate transaction not even part of the JPA process. She stated discussed was a lot of Section 3 setting and the pole and replacing the pole, and the ownership piece happened before that and was recorded on index cards. Ms. DeBarge stated she also found that space to be occupied by each party shall be determined upon in advance of occupation, meaning that a member should not be attached to the pole that they do not own interest in. Ms. DeBarge stated they talked a lot about unauthorized attachments back then. She stated sales were based on a member's future use of space whether for themselves, to rent, or to sell to another member. Ms. DeBarge stated that back then all usable space on poles was expected to be sold. She stated it was not the conversations that are conducted today where they are afraid that someone will buy up all the space and not do anything it with leaving no room for someone else on the pole. It was the expectation that all the space was to be sold. Notes on the 1940 Routine spoke to when monies were due for the sale and purchase. She stated she had screenshots of all this that she plans to compile and send to Ms. Pranata to share with the members. She stated that screenshot she has for when someone pays for their purchase and sale states "said amounts shall be due as soon as the parties by their officials have agreed to enter the combination." Ms. DeBarge stated that this is what they were discussing last month and earlier about billing in 90 days. She stated that was the expectation back in the day and she does not know if they had to go through the committee as they do today to get a pristine final. She stated before it was letting a member know they want to purchase the space, approval given, and monies exchanged. Ms. DeBarge stated in the same paragraph it states that "no wires, or fixtures, whatever may be placed on a pole, excepting by shareholders in such poles." Ms. DeBarge stated that record or index card was updated that money was paid, and it reflected that member as an owner in that pole, there was to be no attachments. She stated it spoke to the future use of the space in the next paragraph about the charges "to be occupied, and then the pole is owned by occupants thereof." She stated it was space for the members to conduct their

business in it. Ms. DeBarge stated that these were some of the things she found of interest in the older minutes that she wanted to share and thanked the members for allowing her the time to share. She stated now they could discuss thoughts. Ms. LaFrenais stated that she appreciated the amount of effort put into looking back through all the records to find the information presented. Ms. LaFrenais stated that she truly understands the reason why SCE is wanting a time limit so that they can get the poles up to date with the proper information so that the companies that want to attach to them can do so with a valid pole card and get paid for those. Ms. DeBarge stated she learned a lot from the minutes. Mr. Harmon asked which minutes she was pulling the information from. Ms. DeBarge stated that they were from the Routine minutes, which was all that she read back through because that where this particular topic about members attaching was. Mr. Harmon asked what date in May 2011 the information referenced about the records only information was. Ms. LaMon stated that information was taken from the website JPA Alerts for May 12, 2011, from the May 2011 Routine minutes. Ms. DeBarge stated that she did capture information going back several years for those minutes because that is how long the conversation took. She stated it was before pole loading was an expectation with JPAs. Mr. Harmon stated that he believes this JPA Alert is from the May 10, 2011, minutes. He references how there are two question marks around the word 'Records Only.' Ms. Pranata stated that the question marks were supposed to either be quotations, or the words bolded, but when they transferred the text from their old website to the new website there were formatting issue from copying the text and this one appeared to be missed. Mr. Harmon stated that is one of the things that will hopefully be fixed with the newly upgraded website. Mr. Harmon wanted to make sure he understood the problem as a member will make a purchase and send out a Form 2 to purchase interest and does not complete the process. Mr. Harmon stated that if interest is purchased it is to put up a wire or facilities. He stated that legally they cannot purchase interest in utility poles to not use it. He stated that it is anti-competitive and a number of mass laws that say they cannot purchase space and not use it. Mr. Harmon stated if they take a look at Section 18.1D Time Limits Involving a Form 2 Preliminary Joint Authorization, there is an entire part that allows a member to send a Form 7 after two years cancelling the Form 2. It says construction start date cancelation with two bullet points in which it says any member after 24 months can send a Form 7 cancelling that Form 2. Mr. Van Stryk stated that there is also Section 13.2 for refund, which could be used to get a refund if they already paid. Mr. Harmon stated that if there is an adjacent member on a pole they are currently on and a Form 2 is received from six years ago and then verified in field not there, then use Section 18.1E where a Form 7 can be sent to cancel their final bill. Ms. DeBarge stated if their JPA has final billed then they cannot cancel it. Ms. DeBarge stated that what SCE and Mr. Harmon are talking about are two different things. Ms. DeBarge stated that they are talking about purchase and sale. Mr. Harmon stated that it is about final billing someone who

is not on the pole that has not sent a Form 48. Ms. DeBarge stated that the point of Section 4 is purchase and sale that have not been final billed, which is what SCE is trying to solve. Ms. DeBarge stated that everything shared over the years did not involve attachment. Mr. Harmon stated that this was all to purchase interest on a pole and not do anything about it. He asked why a member would purchase interest on a pole for no purpose. Mr. Van Stryk stated that is part of the point of why would someone purchase space and not use it but why not just pay for it before attaching. Mr. Harmon stated that they do not want a record to be created when they are not on the pole and if they finalize are not on that pole, they are subject to sever liability whether they are attached or not. He stated they do not want to sell space on pole where it is not going to be used because they need that space to be available so if they go there that member who wants to use it can be canceled after two years. Mr. Van Stryk stated the record is a record of sale. Mr. Harmon stated that the record is a record of who is out there attached on a pole. Mr. Van Stryk stated that the sale of space and mutual benefit construction is recorded for the committee's benefit. Mr. Harmon stated that is if it is used. Ms. DeBarge stated that when SCE purchases space it is because SCE is going to use it and in the minutes, there was a lot of conversation about future attachment. She stated that members are not just going around buying space and not using it. Ms. DeBarge stated that just because they are purchasing and planning to use the space does not mean they hold up their purchase of sale until they attach which could be two years out. Mr. Harmon stated that if SCE can verify the new attacher has constructed and is on the pole yet has not sent a Form 48. Ms. DeBarge stated SCE does not police their attachment, their JPA they do, but not their attachment. She stated they have systems in place that will police it over time like SCE's maintenance and inspection program. She stated it is not SCE's concern, loading has been submitted and SCE is expecting members to abide by what they have set out to attach. Mr. Harmon stated that they are not abiding by the policies of sending a Form 48. He asked if they billed and did not send a Form 48, then why would they change the rules because a member is not following the requirements. He stated when they build a Form 48 should be sent and if they have not, then they should not be recorded on the pole. Ms. DeBarge referred to the rule for the May 12, 2011, JPA Alert that states "Purchase of interest in poles or anchors JPAs can be billed prior to construction." Ms. DeBarge asked what rule is not being followed because they are purchasing and selling space. Mr. Harmon that Section 18.1D is the time limits involving Form 2 Preliminary Joint Pole Authorization and asking for an approval, and 45 days is an automatic approval, no money has changed hands there. He stated to prevent purchase of interest where it is not being utilized is why the construction start date cancellation, Section 18.1E exists. It shows interest was purchased but two years have passed, and they have not used it which means they are obviously not going to build on the pole, and he does not understand why they would be recorded on the pole. Mr. Harmon stated the only purpose to do that is so a financial transaction on

the pole can go through in lieu of sending a Section 18.1E cancelling it. Ms. DeBarge stated that they are talking about two separate things. She stated Mr. Harmon is describing attachment and she is talking about purchase and sale, which are two different phases of the JPA. Mr. Harmon stated that they do not want the record representing inaccuracy. Ms. DeBarge stated that it would not be inaccurate because they would then be an owner. Ms. LaMon asked what would happen if a member was to purchase that space and then, from a communications standpoint, sometimes fiber routes are laid out and the JPA is sent, but the fiber route changes and that JPA needs to be cancelled for the new fiber route. She stated then a new JPA would be required. Ms. LaMon stated that if they were to move forward with a Section 4.0 being purchase of space only, they could potentially have numbers of finalized JPAs on record where that member is not attached, continuing the paperwork trail of having to go back and cancel them. Mr. Van Stryk stated that they could use Section 13.2 for a refund if they did not actually attach or they no longer have interest in that pole. They could sell that space back to the base owner or owners on that pole. He stated that it is within that 90 days then they just correct it and send it back if their design changes longer than that then they will just need to do a Section 13.2 since they need to do the pole loading anyway. Ms. LaMon stated that Section 18.1D indicates the construction timeline and wanted to know how that falls into this. If it is not completed within 90 days, then Ms. LaMon stated she felt the process was being muddied. Ms. LaMon stated that she sees what Ms. DeBarge was trying to do with separating each of the transactions, but that she sees them as being a bit connected as part of the whole process. Ms. LaMon stated she does not understand how they would have Section 4.0 just for purchasing space without the entire Routine Handbook needing to be revised. Ms. DeBarge stated that the Routine Handbook would not need to be rewritten. Ms. DeBarge stated that if the members could see that purchase and sale of interest was a front-end act and did not seem to be part of the JPA process. She stated it seems that it took place on the triplicate forms and do not go through but had to go through the billing process so the money could get exchanged. Ms. DeBarge stated she believes they are trying to solve for problems that do not exist but acknowledged that Ms. LaMon's situation may be very real. Ms. DeBarge stated that out of the thousands of JPAs that SCE has approximately two percent they will receive a cancellation notice from a member. She stated that this shows that members are constructing, but what Mr. Van Stryk was saying where they send in a JPA, final bill, and they are now a joint owner, but then suddenly their route changes, they could do the Section 13.2 or Section 5.1. Ms. DeBarge asked how often does that really happen and that the numbers Ms. DeBarge went over were just for SCE where there are thousands of JPAs, and thousands of poles being held up with the way things are being done at the moment. Ms. DeBarge stated that trying to solve for something that may or may not happen in regards to needing the space versus purchase and refund which is a lot easier to clean up than the current way things are being processed. Ms. McLean asked about getting rid of the bill

first and when they apply to attach and are approved to at that grade they attach at that grade and move on versus waiting for everyone else to close their application. Mr. Van Stryk stated that he thinks what SCE is explaining works as a good first step in the way that if everything closes in a couple of months then the bill before/bill after issue will start to dissipate. Mr. Van Stryk stated that the way he has seen it come through is a lot of poles are from six or seven years ago where he does not have copies of the Preliminary Form 2's so they cannot bill for the other member. If Mr. Van Stryk does reach out to the other member they do not have copies either. He stated the issue is everything has gotten so old and many of the current employed members were not around when those were coming through and if they were required to do that within the 90 days at that time, and they all held themselves to that standard, then that issue would not happen because it would be on the record making it quicker to members to purchase one after the other. Ms. DeBarge stated that if members are not billing in two or even ten years, then they will not bill in 90 days either, but with the 90 days, it takes the pressure off their fellow members with having to bill other members JPAs for them. Mr. Harmon stated that if after two years SCE used Section 18.1E to cancel the JPA then there would be no billing at all. Ms. McLean stated that there are also the Right of Way Rulings where if they get a JPA and they do not attach within nine months, then they can lose that space they are planning to install/attach to. She stated that was part of the regulations for the state. Mr. Van Styrk stated that they could still work with that because someone could have purchased the space and not made an attachment, but then someone else can come in and buy that space from them if they never made their attachment. Ms. LaMon wanted to ask about the backlog of JPAs, she stated if someone sent out their JPA and it has gone through part of the process, but they did not finish the final billing aspect of it and no Form 48 submitted, then another member comes in and lets them know they have not finished so they will cancel on their behalf, but has not checked to see if construction has taken place. She stated her understanding was that the Form 48 is just the formal acknowledgment that construction has been completed, but if the other member has canceled those JPAs, but they are in fact in the field, she wanted to know what those repercussions would be. Mr. Van Stryk and Mr. Harmon stated they would be unauthorized. Ms. DeBarge stated that purchase and sale is what it is purchase and sale. She stated she does not know if this would stop a member who is determined to attach, they will evade the process whatever it is. Ms. DeBarge stated that if a member has not purchased and closed out that JPA then they should not be attaching so if they are attached, and they have not closed out their purchase or sale then they are UA (unauthorized attachment). Mr. Harmon stated that they could cancel the JPA even if they are three quarters of the way through, but the fourth step has not been completed to final the bill and record. Mr. Harmon stated it promotes the necessary need to complete their attachment. If they do not then someone is going to send a Form 7 to cancel it or be fined as an Unauthorized Attachment which is legitimate and rules of the

game. Ms. DeBarge stated for attachments yes, but for purchase and sale money needs to exchanged and the record updated before attaching. Mr. Harmon stated that there is a fine in the SCJPC for an Unauthorized Attachment as well as beyond the fine interest in the pole needs to be purchased. Ms. DeBarge asked Mr. Harmon what he is saying it means that a member is Unauthorized. Mr. Harmon stated it is when the entire path described by the Routine Handbook, sending a Form 48 to show everything else has been completed and work done. He stated that is why they have the construction start date cancellation, because if they are not going to construct within two years, they are going to lose interest and get canceled, promoting the need to get everything completed. Mr. Van Stryk stated he thought it was because pole installation was holding others from being able to make their attachments. Ms. DeBarge stated that it seems this was a band-aid that was not a good fix. She stated the word construction is being used for attachments. Ms. DeBarge stated that construction is building something brand new which is a new pole set or replacement of pole. Ms. DeBarge stated that another dilemma she ran into with the foreign process was when Section 18.1F someone is dealing with construction, and she stated that this is not construction but attaching. Ms. DeBarge stated that reading through the minutes could bring some clarity to the situation because they have moved far away from what the old minutes show as the way of conducting Section 4. She stated she hopes they can fix their understanding of what Section 4 is and the difference between attaching to an existing structure and actually constructing. Mr. Harmon asked how does someone attach to an existing structure without constructing. Ms. DeBarge stated that in the 1940's minutes they called it wires and fixtures, so the pole was constructed on, but it was placing/attaching wires and fixtures onto it. Mr. Harmon stated that over time as a collective group they have made changes since the 1940's to get to the Routine Handbook being used today and that SCE does have a vehicle to exist this which is Section 18.1E, canceling the JPAs. Ms. DeBarge asked if SCE was just going to cancel all the members foreign JPAs 2023 and prior and requested this be recorded in the minutes as such. Mr. Harmon stated it would be for Section 18.1E construction start date and any JPAs older than 24 months which all the members agreed to follow from the Routine Handbook. Ms. LaMon asked what would happen if construction has taken place and it was never finalized and SCE cancels that JPA, would they have to go back and create a bunch of new JPAs. Mr. Van Stryk stated they would become Unauthorized. Mr. Van Stryk stated that he does not like how Section 18 is written because it is like a band-aid written to make members finalize and written as a punishment. Mr. Harmon stated it is to make the members construct. He stated he has been in the SCJPC meetings since 2009 with Ms. Hernandez and it was intended to make members build when they buy space. He stated they did not want anyone buying space all over and not construct because that was what was happening. He stated this was set in place to make sure if someone bought the space, they were going to use it. Ms. DeBarge stated that Ms. Hernandez is the one who pushed the May 12, 2011, JPA Alert.

Mr. Harmon stated that this was revised in 2016 the members agreed to this including SCE and it worked for everyone. Mr. Van Stryk stated he would not say it worked but that the members thought it may work, but he does not think it has worked because he does not think they are in any better spot now. Mr. Harmon asked if entities who have not been happy with this using Section 18.1E. Ms. DeBarge stated they had. Mr. Bacon stated that the system as is now is broken in regards to the billing. He stated he knows that the other utilities have piles and piles of JPAs being clogged in the pipes. Mr. Bacon stated that money exchange part of it is broken which is the money that goes to paying for the people who do the JPAs allowing them to hire staff to put JPA people in it. He stated that it does bring up a valid point that the money is separate from attachment. He stated there is a process in place for checks and balances. Mr. Bacon stated that Mr. Harmon's point was intended to that they have to attach at some point and cannot just buy space. Mr. Bacon stated that just buying space is a problem because of the expansion of 5G and cell sites coming in, which is why they do need to monitor them attaching. Mr. Bacon stated that he agrees that if the money could be separated should be separated. He stated it is millions of dollars that are not showing up on their accounts which is probably the biggest issue. Mr. Bacon stated that it is sickening on how much of a backlog they have because of staffing or other utilities not replying and doing what they should be doing. He stated that in a lot of ways they are all guilty of this at some point. He stated that they did need to move on but that this does bring up very important questions. He stated that if something needs to be fixed then they do need to take a look at it, especially in regards to the financials. Ms. DeBarge thanked Mr. Bacon and before they closed asked what he or Ms. Ortiz would give the members as to dos for this discussion. Ms. Ortiz stated that she was going to suggest taking a look at and redoing the timelines. She stated right now it is 24 months maybe reduce that. Mr. Bacon that they would then go back and do the process of Discussion, putting it on the Calendar, and do a vote if they have to. Ms. Ortiz stated that they could think about adjusting the Section 18.1E timeline as being another option as well.

Agenda Item 6 – Miscellaneous Issues –

- **Exhaustion of Available Space on a pole** (K. Black AT&T CA 3/15/2023) Ms. Ortiz opened this to Ms. Black. Ms. Black stated she would like to close this out for now until she has the available time to create some edits. She stated then it could be revisited.
- **Time limit & 18.1D clarification for Form 2 and Form 7** (N. Van Stryk – City of Vernon 5/23/2023) Ms. Ortiz stated Mr. Van Stryk was going to add additional information and that a portion of this was already approved. Mr. Van Stryk stated that a portion was approved and, but they started talking about Section 4.0 and

that clarification could solve this issue. Mr. Van Stryk requested to table this.

- **Notating risers for the Form 2 and Form 9** (L. LaFrenais – Bear Valley Electric – 10/18/23) Ms. Ortiz opened this item and stated she thinks this was covered with the revisions made to the Routine Handbook examples. Ms. LaFrenais stated that she was looking for examples because the Routine Handbook was not clear on putting in risers on the Form 2 and/or Form 9. Ms. Ortiz stated that they did add notations to the examples and asked if there were any notations requiring updating in the sections as well. Ms. Ortiz stated that it will reference the updated examples that were revised so that they may be ok. Ms. LaFrenais agreed that would be ok.
- Ms. Ortiz asked if there were any other miscellaneous items. There were no further comments or concerns from the members.

Agenda Item 7 – <u>Review of Action items</u>/JPA Alerts –

- Ms. Pranata will begin updating the Routine Handbook referencing the updated examples and Ms. Ortiz will assist wherever needed.
- Ms. Ortiz stated the members can look at the timeline section for Item 1793 to make changes there.

The Meeting adjourned at 1:36 p.m. until March 20, 2024.

<u>Transcribed by Anali Spencer – Committee Staff</u>

Item 1793: Section 4.0 with Form 48

Item 1793 Section 4

Supporting information for this discussion.

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach when necessary according to their project plans. SCE does not monitor a member's attachment. The member is obligated to abide by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners. SCE is not asking for a change in the section. We are proposing the member process comply with the rules.

- The scope of Section 4 is sale and purchase of interest. The section is currently being used for construction.
- SCE has 12,083 active purchase of interest JPAs submitted by various members, dating back to 2010.
    - 3,876 purchase of interest JPAs must final bill before another member's JPA (1,657 F48 have been received for the 3,876, which is another problem to solve for…).
        - Members are being denied new business purchase of interest because they are not aware other members have submitted a JPA to purchase space, so they are not including a pending member's purchase on their JPA. The JPA is returned to the member due to inaccuracy. Extra work and resubmission could have been avoided if the JPC pole card was accurate.
- SCE has 2,510 replacement JPAs held up due to a member's purchase of interest JPA not yet final billed. With these, a member is attempting to purchase space into and attach to a pole that may no longer be in the field. (see scenarios below)
    - 1081 have no F48 but extension requests were received

Other sections where attachment is completed *after* final billing:

- Section 3.1. JPA final bills with a member's grade and space on the Proposed side of the JPA without attachment being completed.
    - Form 48 is not sent/received when member attaches.

Requiring a member to attach before closing out the sale of space is not aligned with verbiage of section 4.

Section #	The Rule	Member Process	Advantage of Member Process	Disadvantage of Member Process	Recommendation	Advantage of Recommendation	Disadvantage of Recommendation
4.0 - Purchase or Sale of Interest	Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned.	Used for member construction.		*Not in compliance with the Routine: Purchase and Sale *Delayed billing to close out purchase and sale *Complications with other member JPA approval and billing (bill before/after) *Constructing in space not owned (unauthorized) *Purchase pending for poles that have been removed *Pole Records inaccurate (cannot be updated to reflect joint ownership until JPA finals)	Return to and adhere to the boundaries of what the section says: Purchase and Sale of Interest. Timely submit final JPA to the SCJPC for billing to close out the sale and update the pole record on the website.	*Alignment with the Routine: Purchase and Sale *Timely billing to close out purchase and sale *Lessen the likelihod of denied JPAs for bill before/after *Member attachment will be in owned space within Routine timelines *Visibility of joint ownership to all joint owners on JPC record	*Member may no longer desire the space. **REMEDY: Member to initiate JPA to relinquish; submit for billing witin 90 days.**

Item 1793: Section 4.0 with Form 48

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0.

Additionally, the following cases shall require purchase:
(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space.

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

NOTE 4: Joint Pole Authorization to be submitted to Southern California Joint Pole Committee not less than 45 days and no more than 90 calendar days from the Date Sent of the preliminary or 18.1E cancellation will apply.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

(a) Emergency Replacements – Member replacing pole in an emergency must notify other owner(s) within 24 hours by telephone. This includes the emergency use of MOD/POLES. (See Sections 7.6 and 19.7)
(b) Free Attachment - Member maintaining free attachment must remove its facilities within 48 hours of telephone notification confirmed by Form 48. (See Sections 5.5 and 11.0)
(c) Maintenance Liability - Liability for maintenance extends 60 days from date sent of a Form 2 Preliminary Joint Pole Authorization involving a relinquishment, or from the date facilities were removed from pole. (See Section 19.0)
(d) Relinquishment/Abandonment of Interest – 60 days notice must be given to other owners when termination of ownership is intended. (See Section 5.1)
(e) Removal of pole or transfer of facilities must be completed within 60 days from date of Form 48. (See Section 5.0 & 7.0)
(f) After the final billing has been processed, all liability is assumed by remaining Member(s). (See Section 5.0 & 7.0)

(g) Temporary attachments allow for facilities of another Member to remain on a pole for a period of time, which is less than one year. (See Section 14.6)

Construction Start Date/Cancellation - The time limit for starting joint pole construction shown on a Form 2 Preliminary Joint Pole Authorization shall be 18 months from date issued. At the expiration of this time period, the following procedure should be followed:
If construction has not been started:
• Form 7 shall be sent by any member involved to request extension, which requires mutual agreement in writing, or to cancel.
• If construction has not been started and JPA time limit exceeds 24 months, explanation is required for extension. If no response, the JPA will be cancelled on the initiator's behalf. (Revised March 2016).

Purchase of Interest Cancellation - The time limit for the initiating member to transact an original Southern California Joint Pole Committee authorized typed or electronic final to the Joint Pole Committee for final billing for purchase or sale of interest with intent to construct is not less than 45 and no more than 90 calendar days from the Date Sent of the preliminary Joint Pole Authorization. At the expiration of this time period, the following procedure will be followed if final submission has not taken place:

- Form 7 shall be sent by the initiator of the Joint Pole Authorization to explain the reason for delayed final submission, which requires mutual agreement in writing if an extension is requested, or to cancel. The length of time of the extension must be stated.
- If no communication from initiator and no agreement for an extension, the JPA will be cancelled on the initiator's behalf and space will become available to other members.

added to address timely return of memos to the JPC

18.3 Form 2 Final - Completion

Copies of Form 2 Finals are distributed by the Joint Pole Committee office. Any discrepancies noted by the Committee on Form 2 Final will cause this form to be returned for correction, which must be addressed by issuing member and returned corrected to the Joint Pole Committee office by the next billing cycle. When form 2 Final has been issued, the Committee is authorized to proceed with the preparation of pole record and Bills of Sale.

Item 1793: Section 4.0 with Form 48

BILL BEFORE/AFTER SCENARIOS

This is a small sample of a very large problem.

SECTION 4X SUBMITTED	BILL BEFORE	BILL AFTER	STATUS
U1 submitted to U2 2014	U2 Replacement 2016		U2 JPA on hold for billing since 2016. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2017	U2 Replacement 2018		U2 JPA on hold for billing since 2018. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2018	U2 Replacement 2022	U2(2)	U1 cannot bill until U2(2) 2019 Replacement bills. U2(2) replacement cannot bill until U3 4X final bills. U2 replacement cannot bill until U4 final bills 4X on pole that is no longer in the field.
U1 submitted to U2 2016	U2 Replacement 2021		U2 JPA on hold for billing since 2021. U1 requested extension. The old pole U1 requested to purchase into is no longer in the field.

Item 1793: Section 4.0 Revisions from Maria Ortiz 2/20/2023

4.0 Purchase or Sale of Interest with Intention to Construct

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Section 4.0 is not to be used for the purpose of reserving space. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0

Additionally, the following cases shall require purchase:

(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space.

Refer to Section 18.1-D & 18.1-E for Form 2 & Construction Time Limits.

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

Form 7 / Form 2 – 18.1D Automatic Approval Timeline Issues

18.1D – Time Limits Involving Form 2 Preliminary Joint Pole Authorizations.

Automatic Approval - The Form 2 Preliminary Joint Pole Authorization will be considered approved when 45 days have elapsed from date sent of Form 2 Preliminary Joint Pole Authorization to other Member(s), and there is no written protest or request for review.

A Form 7 can not be used to shorten the the time limits of automatic approval. The time limits described by section 18.4 can not reduce the timeline prescribed by 18.1D.

OPTION 1 FIX:

18.1C Changes After Approval

B) A revised Form 2 shall be used for the following:
- Add owner(s)
- Add pole(s)
- Change from wood to engineered steel pole type (refer to Section 15.7)
- Change in scope of work (i.e. changes causing receiving member to reengineer and/or refield.)

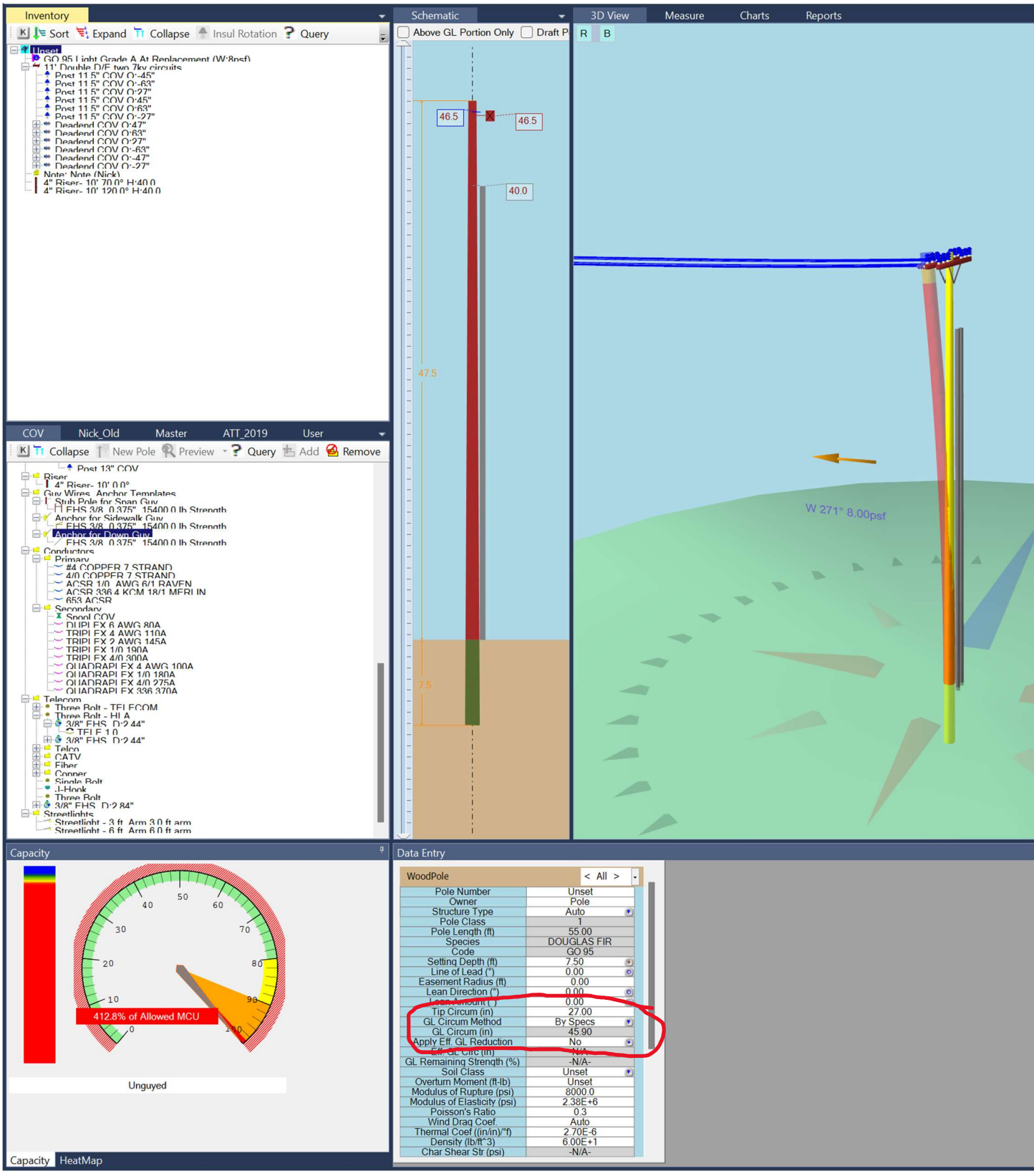
- **Make corrections to Pole loading that require receiving member to reengineer or refield.**

EXPLAINATION OF REQUESTED CHANGE:

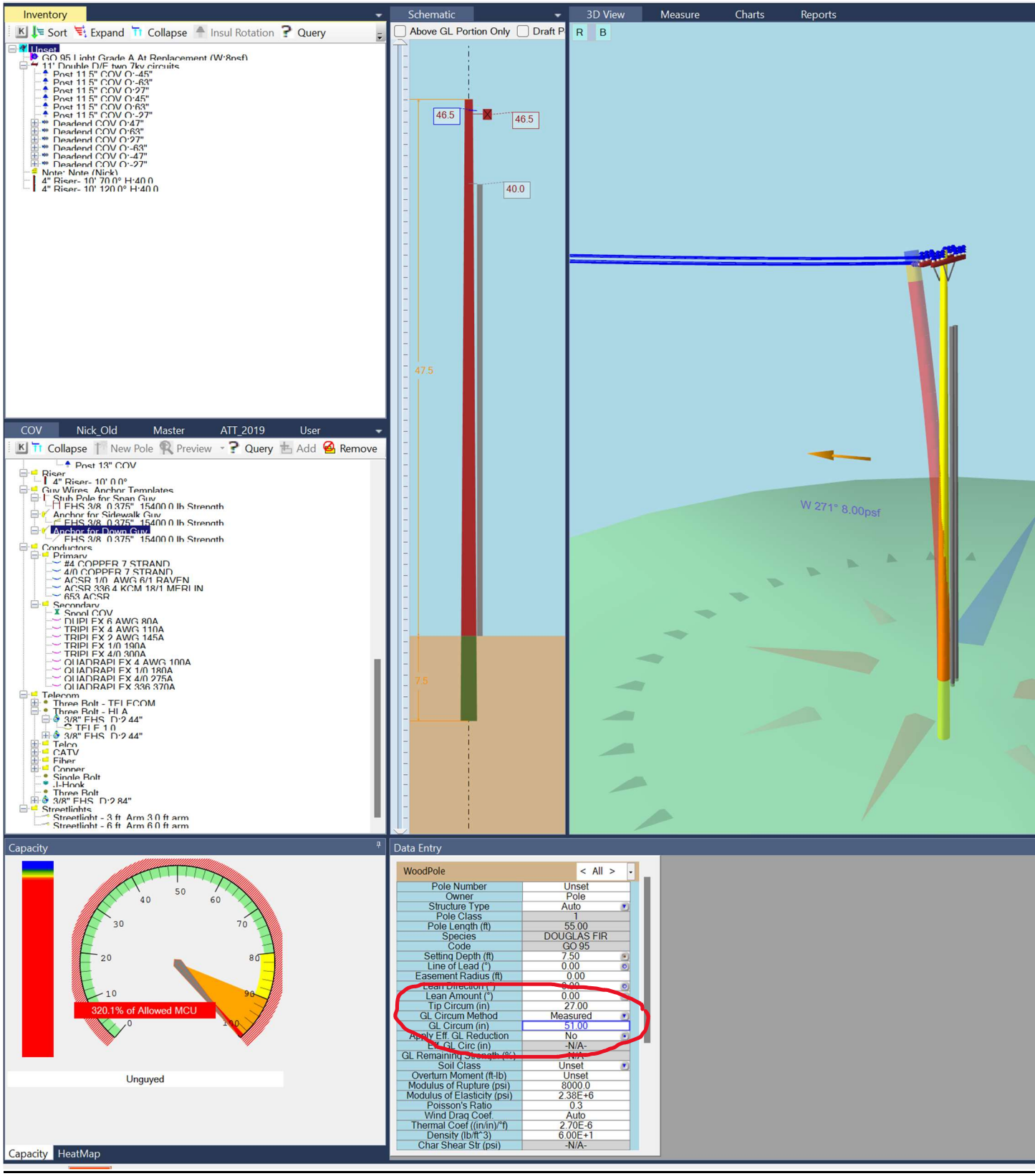
When pole loading is used as a means of denial it usually means there was something missed or an issue with the methodology. From my experience some of the more common issues are:

1) **Incorrect ground line circumferences (would require refielding) – Ocalc provides a minimum for the ANSI value at the setting depth. When I see exact numbers, I know a ground line is modified from the standard ANSI values. See below how modifying the ground line can drastically change the safety factor.**
2) **Incorrect modeling of span guys (would not require refielding)- A span guy carries a portion of the net resultant load from pole1 to pole2. The modeling of pole2 should include the resultant load in the model. Ocalc requires that the value be manually put in or use line design and link the objects. If the automatic mode is set, then the span guy will try to balance the loads of pole2 in the direction of pole1, when the known use of the guy is to back up the loads from pole1.**
3) **Modifying tension values in the conductor properties without using tools or methods of coming up with those values.**
4) **Verifying clearances when using section 4.3 (would require refielding) – when purchasing space withing 6ft of power and indicating the installation of a guard arm or arm, the proposed height of new attachment and height of power need to be verified. This change to the preliminary form 2 can also fall under the "change in scope of work (i.e. changes causing receiving member to reengineer and/or refiled).**

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

2023

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June					1 Utility 1 sends Prelim Form 2 + Pole Loading to Utility 2 & Utility 3	2	3
	4	5 Utility 2 Denies Based on Pole Loading	6	7 Utility 1 Re-sends updated Pole Loading with Form 7.	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22 15 Days from Utility 1 re-sends Pole Loading with Form. 7. Utility 2 does not respond to Form 7.	23	24
July	25	26	27	28	29	30	1
	2	3	4	5	6 Utility 2 responds to Form 7 noting the issue is still unresolved and is still denied.	7	8
	9	10	11	12	13	14	15
	16 45 Days from Preliminary Form 2 Date Sent	17 Utility 1 uses 18.D for Automatic Approval for Utility 2 even though they Denied Preliminary Form 2.	18 Utility 1 starts construction without response to Utility 2's Form 7.	19	20	21	22
	23	24	25	26	27	28	29
Aug	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
Sept	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

PRELIMINARY JOINT POLE AUTHORIZATION ILLUSTRATIONS

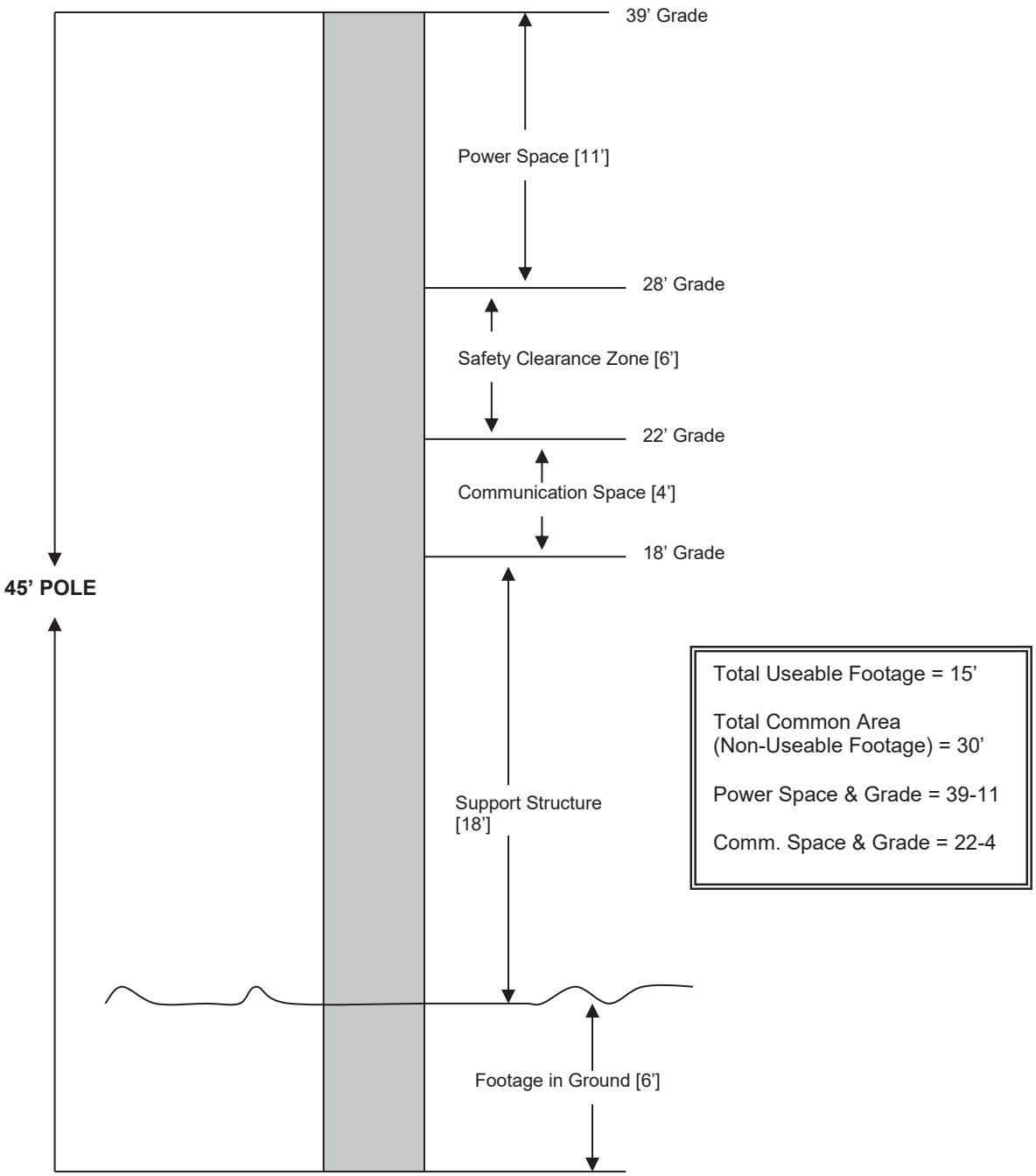
21. Joint Pole Forms Illustrations

The following pages are included in the Routine to show how a Preliminary Joint Pole Authorization and Form 7 are to be made when representative sections and paragraphs of the Routine are applicable to the work being done. All of the poles referred to, the work being done, and the sections under which it is being done would obviously not appear on one Joint Pole Authorization as shown here. These are for reference only and they illustrate by section numbers the more frequently used sections of the Routine.

DIAGRAMS

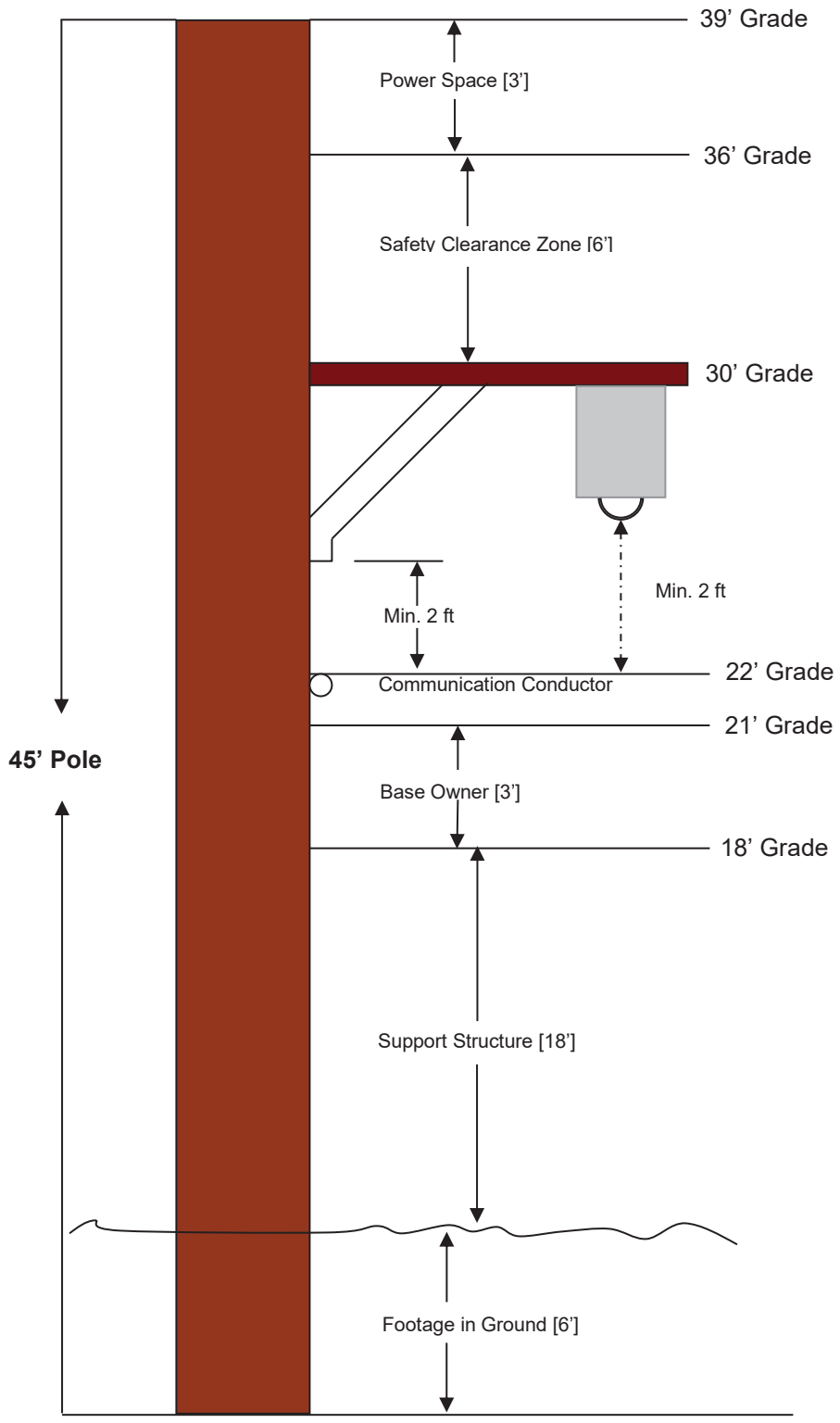
POLE SPACE ALLOCATION
EXAMPLE ~~7~~ A1

This example shows a 45' pole with space allocated per the Chart in Section 16 of this Routine Handbook. For purposes of this example, there is one power Member and one communication Member involved on the pole. The power Member is the base owner of the pole, and the communication Member owns 4' of useable space on the pole.



POLE SPACE ALLOCATION
EXAMPLE ~~14~~ A2

This example shows a 45' with space allocated per the chart in Section 16.1B of this Routine Handbook. For purposes of this example there is one power Member, one communication Member and one wireless Member involved on the pole. Power Member is the base owner.



Space/Grade Allocation

Power:
39-3
21-3

Wireless:
30-8

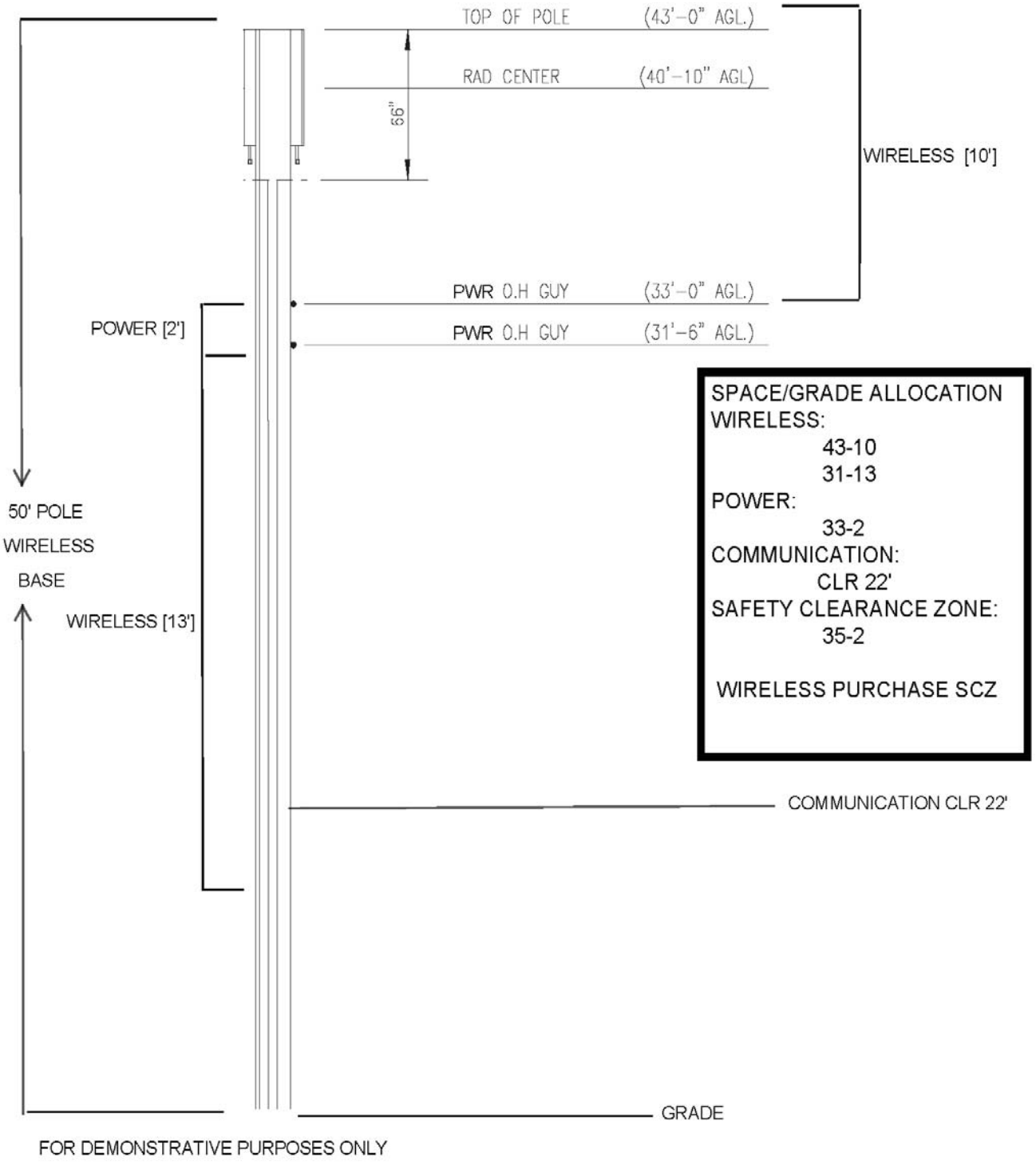
Communication:
22-1

Safety Clearance:
36-6
24-2*
*Purchased by Antenna Owner

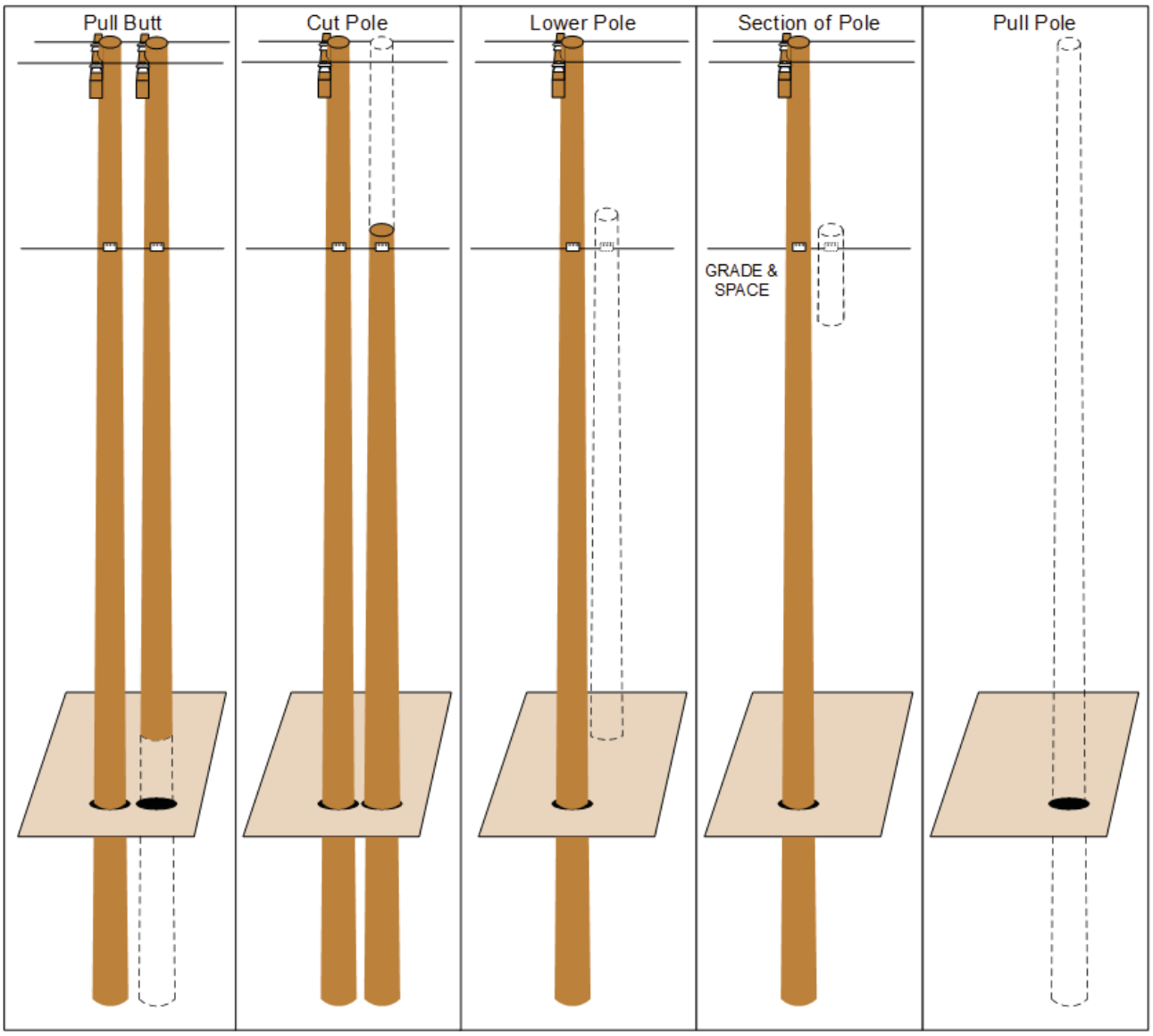
(Revised October 2017)

POLE TOP ANTENNA SPACE ALLOCATION
EXAMPLE ~~24~~ A3

This example shows a 50’ pole with a pole top antenna. The space is allocated per the chart in Section 16 of this Routine Handbook. For the purposes of this example, there is one power Member and one wireless Member. The wireless Member is the base owner.



Pulling Routine Diagram
EXAMPLE ~~30~~ A4



(Added April 2018)

JOINT POLE AUTHORIZATIONS

All types except pole replacements.

PRELIMINARY JOINT POLE AUTHORIZATION
EXAMPLE ~~1~~ B1

(1) When placing a pole to be used exclusively for guying, show "guy" in proposed column. Proposed ownership for poles used exclusively for guying is proportional (see Section 12.1).

(2) Specific grade and space must be recorded (see Sections 16.1 & 16.2).

(3) Example of communication Member relinquishing interest in a pole and transferring its tenant to the power Member. (see Section 17.0).

(4) **Date prepared** is the date the Form 2 Preliminary Joint Pole Authorization is initially prepared. The **date sent** on the Form 2 Final shall be the same as shown on the Form 2 Preliminary Joint Pole Authorization. The **confirming agreement date** is the date the agreement is made (in field or by telephone). The **construction start date** is the date that construction is estimated to start. (See Sections 18.1-A and 18.2)

(5) Issuing Member enters code letters of all parties involved (see Section 20.1).

(6) Shows approval of Joint Pole Authorization (see Section 18.1)

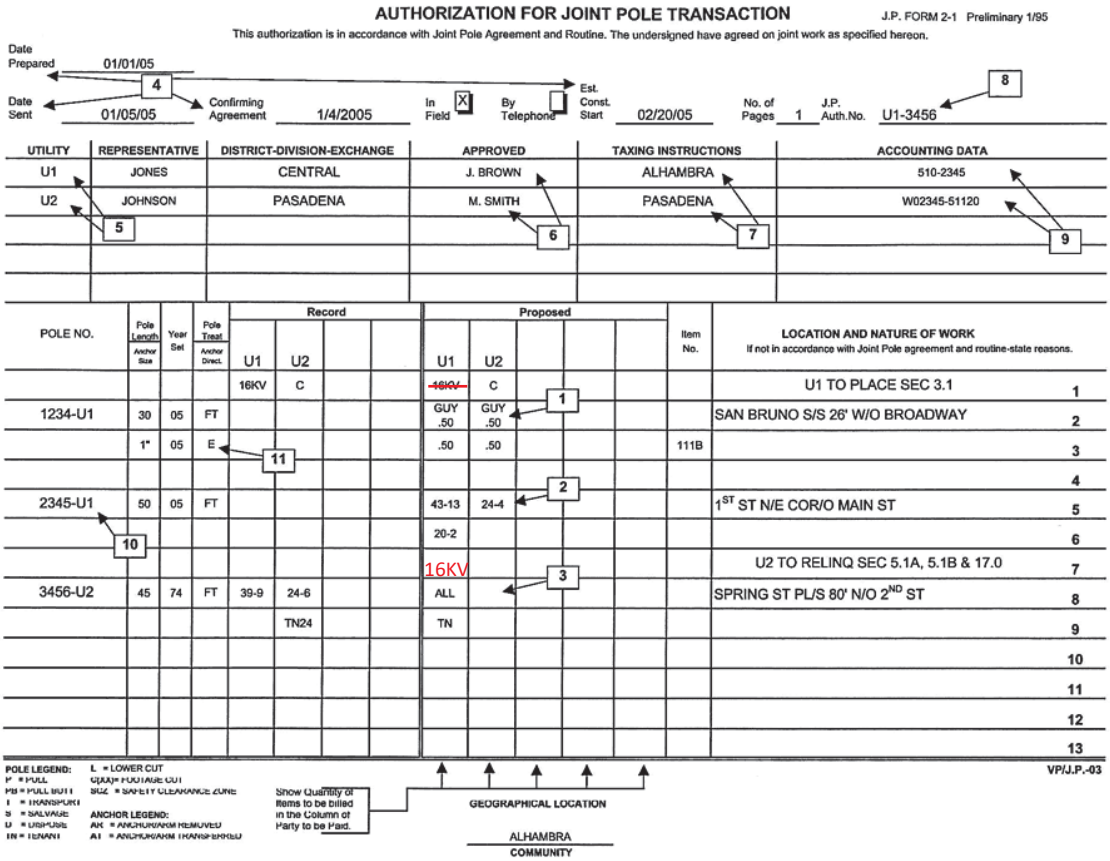
(7) Show location (City or County) of each representative's office.

(8) Joint Pole Authorization number is assigned by issuing Member. The Joint Pole Authorization number shall begin with the Initiator's Member code and can have a maximum of 23 alpha or numeric characters only. The only exceptions are blank spaces or hyphens withing the 23 maximum character count. If the Form 2 is revised, characters like RO1 or COR are not included in the maximum 23-character count for the F2 name (Revised March 2021).

(9) Member specific accounting data is entered by each Member.

(10) The pole number, year set, and treatment columns may be left blank for all proposed poles until work is completed unless this data is available in advance. In lieu of pole number, show a stake number.

(11) Show anchor size (diameter of rod), its year set (if required), and direction immediately below pole to which it refers (see Section 12.3).



(Revised April 2013)

PRELIMINARY JOINT POLE AUTHORIZATION
EXAMPLE ~~3~~ B2

(1) Billing for maintenance items is based on footage owned (useable and common/non-useable); therefore, indicate which Member performs the work by the numeral one, rather than a fraction.

(2) Items not dependent upon pole height are shared equally, indicated by a fraction. The quantity of items involved is shown within parentheses.

(3) List items to be rearranged in order to provide additional space for existing joint owner.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared 1/1/2005

Date Sent 1/5/2005 | Confirming Agreement 1/4/2005 | In Field [X] | By Telephone [ ] | Est. Const. Start 2/20/2005 | No. of Pages 1 | J.P. Auth.No. U1-3456

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	CENTRAL	J. BROWN	ALHAMBRA	510-2345
U2	JOHNSON	PASADENA	M. SMITH	PASADENA	W02345-51120

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Treat	Record U1	Record U2	Proposed U1	Proposed U2	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				16KV	C	16KV	C		U1 TO STRAIGHTEN SEC 10.2 & BREAST BLK	1
3012-U1	50	70	FT	43-13	24-6	43-13	24-6		4TH ST A/N N/S 21' E/O GOOD AV	2
						1 ← 1		4		3
						½(1) ← 2		116A		4
									U2 TO PURCHASE SEC 4.0 U1 REARRANGE 10.5A	5
3013-U1	45	88	G	39-11	22-4	39-9	24-6		SCOTT AV 500' W/O RYE CYN	6
						1		20A		7
						3				8
										9
										10
										11
										12
										13

VP/J.P.-03

POLE LEGEND: L = LOWER CUT; P = PULL; Q(xx) = FOOTAGE OWN; PB = PULL BUTT; SCZ = SAFETY CLEARANCE ZONE; T = TRANSPORT; S = SALVAGE; U = UNKNOWN; ANCHOR LEGEND: AX = ANCHOR/ARM REMOVED; IN = TENANT; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

ALHAMBRA
COMMUNITY

PRELIMINARY JOINT POLE AUTHORIZATION
CLEARANCE ATTACHMENT
EXAMPLE ~~16~~ B3

(1) Date prepared, Date Sent.

(2) Confirming Agreement Date, if made by Telephone or In Field.

(3) Estimated Construction Start Date.

(4) Joint Pole Authorization Number. The Joint Pole Authorization number shall begin with the current member's code.

(5) Header Information.

(6) Pole Record Information.

(7) Proposed Information.

(8) Use Section 9.1.

(9) Show item for Authorized Cost.

(10) Community.

Note: Example 16 format may also be used for Section 9.5

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared: 1/10/2010 (1) Date Sent: 1/14/2010 Confirming Agreement (2) In Field [x] By Telephone [ ] Est. Const. Start: 4/10/2010 (3) No. of Pages: ____ J.P. Auth.No.: U2-21034 (4)

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	CENTRAL	J CROWE	ALHAMBRA	510-234S
U2	JENKINS	PASADENA	M LOWE	PASADENA	W02345-51121

(5)

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Proposed U1	Proposed U2	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
						L (7)			U1 TO PLACE INTERSET POLE SEC 9.1 (8)	1
489957U1	45	10	FT CL-3 (6)	100		100	CLR23		MISSION ST W/S 321' S/O 4TH ST	2
							1(1)	165 (9)		3
										4
										5
										6
										7
										8
										9
										10
										11
										12
										13

POLE LEGEND: P = PULL; PB = PULL BUTT; T = TRANSPORT; S = SALVAGE; D = DISPOSE; TN = TENANT; L = LOWER CUT; C(XX)= FOOTAGE CUT; SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

ALHAMBRA (10)
COMMUNITY

VP/J.P.-03

(Revised April 2013)

PRELIMINARY JOINT POLE AUTHORIZATION
UNAUTHORIZED ATTACHMENT
EXAMPLE ~~17~~ B4

(1) This transaction shows U2 purchasing an unauthorized attachment.

(2) Indicate proper section of Routine to reflect the intention of the JPA (ex. 4.1A or B).

(3) Show general geographical location of the pole as related to cities or towns.

(4) Show the unauthorized attachment in parenthesis on the Record side of the JPA.

(5) Record purposes only (RPO).

(6) Form 48 can be sent at the same time as the JPA.

(7) Final bill after 45 days from the Date Sent.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

Date Prepared 1/11/2011 — This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Sent 1/11/2011 | Confirming Agreement | In Field ☐ | By Telephone ☐ | Est. Const. Start RPO | No. of Pages 1 | J.P. Auth.No. U1-3460

5

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELS	JONES	LOS ANGELES	5577303
U2	JOHNSON	LOS ANGELS	JOHNSON	LOS ANGELES	A403

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Record	Record	Proposed U1	Proposed U2	Proposed	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				L				L						U2 PURCHASE SECTION 4.1B (2)	1
3053U1	45	2002	FT CL-3	100	(24-1) (4)			39-9	24-1					PASEO DEL MAR RD 49' E/O WEYMOUTH AVE	2
								23-5							3
															4
															5
															6
															7
															8
															9
															10
															11
															12
															13

POLE LEGEND: P = PULL; PB = PULL BUTT; T = TRANSPORT; S = SALVAGE; D = DISPOSE; TN = TENANT; L = LOWER CUT; C(XX) = FOOTAGE CUT; SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION: SAN PEDRO (3) — COMMUNITY

VP/J.P.-03

(January 2011)

PRELIMINARY JOINT POLE AUTHORIZATION
PURCHASING FOR RISER OR EQUIPMENT IN SUPPORT STRUCTURE
EXAMPLE ~~18~~ B5

(1) This transaction shows U2 purchasing in a pole only to place a riser or equipment in the support structure (currently not a joint owner).

(2) Indicate proper section of Routine to reflect the intention of the JPA.

(3) Show general geographical location of the pole as related to cities or towns.

(4) Show purchasing 1' to the support structure.

(5) Show riser quadrant and/or location of equipment.

Note: JPA not required when existing owner on record is proposing to place a riser, a Form 9 is to be issued.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

Date Prepared 10/11/2010 — This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Sent 10/11/2010 | Confirming Agreement | In Field ☐ | By Telephone ☐ | Est. Const. Start | No. of Pages 1 | J.P. Auth.No. U2-3461

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELES	JONES	LOS ANGELES	55773063
U2	JOHNSON	LOS ANGELES	JOHNSON	LOS ANGELES	A403

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Proposed U1	Proposed U2	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				L		L			U2 PURHCASE SEC 4.0 & PLACE RISER SEC. 3.4	1
3054U1	45	2002	FT CL-3	100		39-14	19-1		PASEO DEL MAR RD 149' E/O WEYMOUTH AVE	2
										3
										4
										5
									PL EQUIP @ 4:00	6
									PL RISER @ 3:00	7
										8
									CURB / EOP	9
										10
										11
										12
										13

VP/J.P.-03

POLE LEGEND: L = LOWER CUT; P = PULL; C(XX)= FOOTAGE CUT; PB = PULL BUTT; SCZ = SAFETY CLEARANCE ZONE; I = TRANSPORT; S = SALVAGE; D = DISPOSE; TN = TENANT

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

SAN PEDRO — COMMUNITY

(January 2011)

PRELIMINARY-JOINT POLE AUTHORIZATION
EXAMPLE ~~13~~ B6

1) This transaction shows U1 purchasing and placing a Pole Top Extension (PTX)

2) Indicate proper section of Routine to reflect work being done.

3) Show general geographical location of the pole as related to cities or towns.

4) Show voltage on poles in accordance with Section 16.3. Appropriate symbols must be shown wherever necessary to reflect voltage changes.

Refer to Billing Directives 2.7 J

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

Date Prepared 1/8/2008

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Sent 1/8/2008 | Confirming Agreement | In Field ☐ | By Telephone ☐ | Est. Const. Start 2-2-08 | No. of Pages 1 | J.P. Auth.No. U3-3458

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELES	JONES	LOS ANGELES	5577303
U2	JOHNSON	LOS ANGELES	JOHNSON	LOS ANGELES	A403
U3	WHITE	LOS ANGELES	WHITE	LOS ANGELES	LA062-01
			4		

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record U2	Record U3	Record	Record	Proposed 16KV U1	Proposed C U2	Proposed C U3	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
														U1 TO PURCHASE INTEREST, PLACE PTX SEC 4.0, 14.5 (2)	1
															2
3053-U2	45	02	FT	39-9	30-7			39-3	36-6	30-7				PASEO DEL MAR RD 49' E/O WEYMOUTH AVE	3
				23-5				PTX 10'	23-5						4
															5
															6
															7
															8
															9
															10
															11
															12
															13

VP/J.P.-03

POLE LEGEND:
P = PULL
PB = PULL BUTT
T = TRANSPORT
S = SALVAGE
D = DISPOSE
TN = TENANT
L = LOWER CUT
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND:
AR = ANCHOR REMOVED
AT = ANCHOR TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION
SAN PEDRO (3)
COMMUNITY

(Revised January 2009)

PRELIMINARY-JOINT POLE AUTHORIZATION
EXAMPLE ~~11~~ B7

(1) This transaction shows U3 purchasing interest a pole for a wireless antenna. Antenna owner is required to purchase the 2' antenna safety clearance. Refer to Example A2.

(2) Indicate proper section of Routine to reflect work being done.

(3) Show general geographical location of the pole as related to cities or towns.

(4) Show voltage on poles in accordance with Section 16.3. Appropriate symbols must be shown wherever necessary to reflect voltage changes.

(5) Show number of arms, their length and the grade arms to be attached

Note: Refer to G.O. 95, Rule 94 for safety clearance requirements.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

Date Prepared 5/6/2005 — This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Sent 5/29/2005 | Confirming Agreement | In Field ☐ | By Telephone ☐ | Est. Const. Start 6/29/2006 | No. of Pages 1 | J.P. Auth.No. U3-3457

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELES	JONES	LOS ANGELES	5577303
U2	JOHNSON	LOS ANGELES	JOHNSON	LOS ANGELES	A403
U3	WHITE	LOS ANGELES	WHITE	LOS ANGELES	LA062-01

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record L U1	Record U2	Record U3	Proposed L U1 (4)	Proposed U2	Proposed U3	Item No.	LOCATION AND NATURE OF WORK If not in accordance with Joint Pole agreement and routine-state reasons.	
											U3 TO PURCHASE SECTION 4.0 (2)	1
									ANT		U3 TO PLACE ANTENNAS,AND ARMS SEC. 3.15	2
3053-U1	45	02	FT	39-10	23-1		39-3	23-1	30-7		PASEO DEL MAR RD 49' E/O WEYMOUTH AVE	3
				22-4			22-4					4
	ARM								100		U3 TO PLACE (2) 10' CABLE ARMS @ 30'	5
												6
												7
												8
												9
												10
												11
												12
												13

POLE LEGEND: L = LOWER CUT; P = PULL; C(XX) = FOOTAGE CUT; PB = PULL BUTT; SCZ = SAFETY CLEARANCE ZONE; T = TRANSPORT; S = SALVAGE; D = DISPOSE; TN = TENANT

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION (3) SAN PEDRO

VP/J.P.-03

Revised January 2009

PRELIMINARY-JOINT POLE AUTHORIZATION
2' ANTENNA SAFETY CLEARANCE ZONE
EXAMPLE 15

Refer to Example 14

This transaction shows U3 to purchase and place arm and antennas. The 2' antenna safety clearance required per G.O. 95, Rule 94 is met in the field. Antenna owner is required to purchase the 2' antenna safety clearance.

Refer to glossary

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared: 1/8/2008 | Date Sent: 1/8/2008 | Confirming Agreement: | In Field ☐ | By Telephone ☐ | Est. Const. Start: 2/2/2008 | No. of Pages: | J.P. Auth.No.: U3-3459

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELES	JONES	LOS ANGELES	5577303
U2	JOHNSON	LOS ANGELES	JOHNSON	LOS ANGELES	A403
U3	WHITE	LOS ANGELES	WHITE	LOS ANGELES	LA062-01

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Record	Record	Proposed U1	Proposed U2	Proposed U3	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				16KV	C			16KV	C	ANT				U3 PURCHASE SEC 4.0	1
														U3 PLACE ANTENNAS SEC 3.15	2
4015-U1	45	03	FT 4	39-11	22-1			39-3	22-1	30-8				SPRING ST N/S 120' N/O 2ND ST	3
				21-3				21-3							4
	ARM									100					5
															6
															7
															8
															9
															10
															11
															12
															13

POLE LEGEND:
P = PULL
PB = PULL BUTT
T = TRANSPORT
S = SALVAGE
D = DISPOSE
TN = TENANT
L = LOWER CUT
C(XX)= FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

SAN PEDRO
COMMUNITY

VP/J.P.-03
Rev. Jan 2010

(Revised October 2017)

Combined with example on previous page.

PRELIMINARY JOINT POLE AUTHORIZATION
ANTENNA PLACEMENT SHOWING ADEQUATE SAFETY CLEARANCE IN FIELD
EXAMPLE ~~27~~ B8

(1) This transaction shows U2 purchasing to place an antenna. The proposed space/grade is greater than shown in Section 16.1B. Per field conditions, there is adequate safety clearance.

(2) Include note in Location and Nature of Work, to specify actual field height attachments that confirm safety clearance zone(s) is adequate.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

Date Prepared: 1/2/2014

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Sent: 1/3/2014 Confirming Agreement: ____ In Field ☐ By Telephone ☐ Est. Const. Start: ____ No. of Pages: 1 J.P. Auth.No.: U2-5678

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	J SERRATO	LOS ANGELES			
U2	E CARRION	LOS ANGELES	L TRAN	LOS ANGELES	XX-5678

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Tst / Class / Anchor Direct.	Record U1	Record	Record	Record	Proposed U1	Proposed U2	Proposed	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				12kV				12kV	ANT					U2 TO PURCH 4.0 & PL WIRELSS ANT ON ARM 3.15, U1 TO STEP POLE 14.4, U1 & U2 TO PL RISERS 3.4	1
9876U1	50	10	FT	ALL				43-9 23-5	29-6					TOPANGA CYN BL W/S 545' N/O IMPERIAL tR (590 B2) LAT/LONG 34.138887/-118.600987	2
								T23							3
	ARM								ALL						4
								1						U1 & U2 TO PL STANDOFF RISERS @ 8:00 & 10:00. U1 TO STEP POLE @ 3:00 AND 6:00	5
														U2 PURCHASE OF SPACE INCLUDES 2' SCZ	6
														6' SCZ U1 @ 34'8"U2 ANT TOP @ 28'8"	7
											2			2' SCZ ANT BOTTOM @ 24'1" TN @ 22'1"	8
															9
															10
															11
															12
															13

POLE LEGEND:
P = PULL (Item 5A)
PB = PULL BUTT
T = TRANSPORT (Item 5B)
S = SALVAGE
D = DISPOSE (Item 5D)
TN = TENANT
L = LOWER TOP(Item 5E)
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE

ANCHOR/ARM LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

LOS ANGELES
COMMUNITY

VP/J.P.-03
Rev. Jul 2013

(February 2015)

PRELIMINARY JOINT POLE AUTHORIZATION
TOPPING AND RETAINING INTEREST IN POLE
EXAMPLE ~~29~~ B9

(1) Date prepared, Date Sent.
(2) Joint Pole Authorization Number. The Joint Pole Authorization Number shall begin with the current member's code.
(3) Header Information.
(4) Pole Record Information, show current height in parenthesis and new height above.
(5) Proposed Information, show # of feet to be cut and new grade and space.
(6) Use Section 5.2.
(7) Community.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

Date Prepared 9/19/2016 (1) This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon. (2)

Date Sent 10/21/2016 Confirming Agreement ____ In Field ☐ By Telephone ☐ Est. Const. Start ____ No. of Pages 1 J.P. Auth.No. E60XX-XXXXXXXXX

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	J BINKERD	SANTA BARBARA	TIM DAVIS	GOLETA	TD1169139 2 QD 700198
U2	TOM MATTSON				

(3)

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record 16kV U1	Record U2	Record U3	Record U3	Proposed 16kV U1	Proposed U2	Proposed U3	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK If not in accordance with Joint Pole agreement and routine-state reasons.
														E TO TOP POLE, SEC 5.2 (6) 1
4499519E	40 (50)	2015	FT CL2	43-13 20-2	24-4	20-1		C-10 34-4	24-4	20-1				MARPOSA DR W/S 601' N/O LILAC DR 2
								20-2						CREW TO CUT 10' OF EXISTING 50' POLE DUE 3
				(4)					(5)					TO VIEW OBSTRUCTION 4
														5
	3/4"	64'	W	0.50		0.50								6
														7
														8
														9
														10
														11
														12
														13

POLE LEGEND: P = PULL (Item 5A) PB = PULL BUTT T = TRANSPORT (Item 5B) S = SALVAGE D = DISPOSE (Item 5D) TN = TENANT L = LOWER TOP(Item 5E) C(XX) = FOOTAGE CUT SCZ = SAFETY CLEARANCE ZONE

ANCHOR/ARM LEGEND: AR = ANCHOR/ARM REMOVED AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION (7) SANTA BARBARA COMMUNITY

VP/J.P.-03 Rev. Jul 2013

(Added March 2017)

PRELIMINARY JOINT POLE AUTHORIZATION
TEMPORARY ATTACHMENT
EXAMPLE ~~9~~ B10

(1) Date prepared, Date Sent.

(2) Confirming Agreement Date, if made by Telephone or In Field.

(3) Estimated Construction Start Date.

(4) Joint Pole Authorization Number. The Joint Pole Authorization number shall begin with the current member's code.

(5) Header Information.

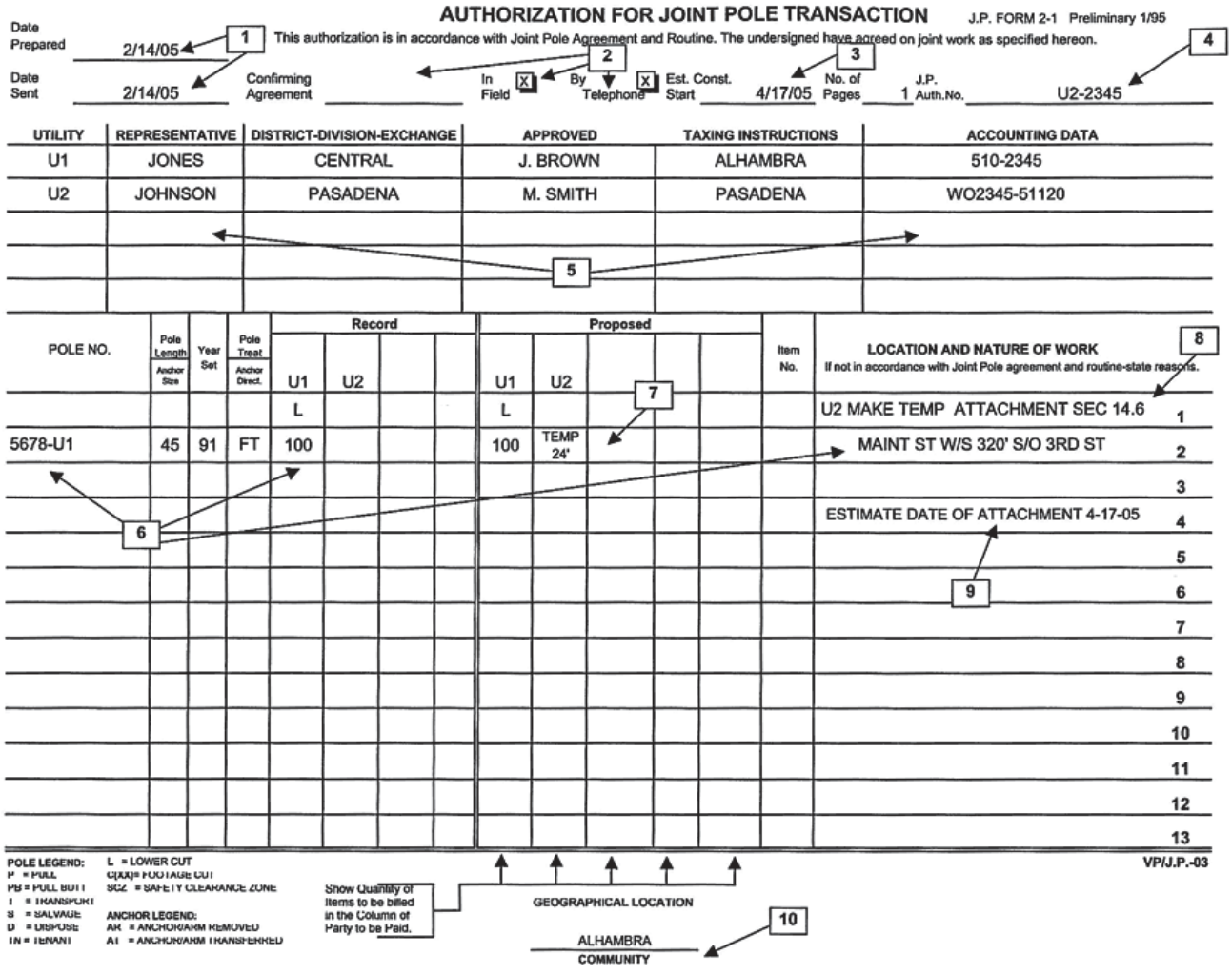
(6) Pole Record Information.

(7) Proposed Information.

(8) Use Section 14.6.

(9) Estimate Date of Temporary Attachment must be shown.

(10) Community.



(Revised April 2013)

PRELIMINARY JOINT POLE AUTHORIZATION
CLASS C PLACEMENT SHOWING ADEQUATE SAFETY CLEARANCE IN FIELD
EXAMPLE ~~32~~ B11

(1) This transaction shows U3 purchasing to place a C-Class cable on poles jointly owned by U1 and U2. The proposed space/grade is less than shown in Section 16.1B. Per field conditions, the required physical clearance separation is present.

(2) Notes are included within LOCATION AND NATURE OF WORK, to specify the actual field height attachments to confirm compliance with GO95 clearance requirements.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

Date Prepared 1/1/2020

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Sent 1/2/2020 Confirming Agreement ____ In Field ☐ By Phone ☐ By Email ☐ Est. Const. Start ____ No. of Pages 1 J.P. Auth.No. U3-12345

UTILITY	REPRESENTATIVE	PHONE NUMBER OR EMAIL	DISTRICT-DIVISION-EXCHANGE	APPROVED	ACCOUNTING DATA
U1	Jane Doe				
U2	John Doe				
U3	Jack Johnson	555-555-5555	Los Angeles	J. Jackson	REF111111

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Record	Record	Record	Proposed U1	Proposed U2	Proposed U3			Item No.	LOCATION AND NATURE OF WORK If not in accordance with Joint Pole agreement and routine-state reasons.	
				16KV	C				16KV	C	C				U3 PURCH SEC 4.0	1
123456-U1	50	65	FT		27'				43 - 10	27 - 9	28 - 1				LARGEWOOD AVE N/S 10' W/O FRANCE ST	2
															6' SCZ = SECONDARY @ 33'10" - U3 @ 27'6"	3
																4
				16KV	C				16KV	C	C			2	U3 PURCH SEC 4.3, PL GA SEC 19.2	5
56789-U1	50	65	FT		29'				43 - 10	29 - 11	30 - 1				LARGEWOOD AVE N/S 75' W/O FRANCE ST	6
															4' SCZ = SECONDARY @ 33'10" - U3 W/ GA @ 29'4"	7
																8
								1								9
																10
																11
																12
																13

POLE LEGEND: L = LOWER TOP(Item 5E) P = PULL (Item 5A) C(XX) = FOOTAGE CUT PB = PULL BUTT SCZ = SAFETY CLEARANCE ZONE T = TRANSPORT (Item 5B) S = SALVAGE D = DISPOSE (Item 5D) TN = TENANT

ANCHOR/ARM LEGEND: AR = ANCHOR/ARM REMOVED AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

COMMUNITY

VP/J.P.-03 Rev. Oct 2017

(Added May 2019)

PRELIMINARY JOINT POLE AUTHORIZATION
GENERAL ORDER 95 VEGETATION MANAGEMENT
EXAMPLE ~~26~~ B12

(1) When it is necessary to clear vegetation from a work area under Section 14.7, Items 13b or 13c will be applied. Item 13b has a set cost. For costs exceeding 13b, 13c enables the owner having the work performed to recover shared costs from the other pole owners.

(2) Indicate proper section for vegetation clearance in conjunction with other pole work.

(3) Only owners with impacted facilities and/or tenant facilities will share in the authorized costs.

(4) Include a note in Location and Nature of Work to specify which owners are to reimburse when less than all owners are impacted.

(5) Note why Item 13c is required.

(6) A written estimate must be made available to impacted owners upon request when item 13c is us

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

Date
S = SALVAGE
D = DISPOSE (Item 5D)
TN = TENANT

ANCHOR/ARM LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

in the Column of Party to be Paid.

LOS ANGELES
COMMUNITY

Sent 1/3/2014 Agreement Start Pages 1 Auth.No. U2-5678

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	M EVANS	LOS ANGELES		LOS ANGELES	
U2	J SERRATO	LOS ANGELES	L TRAN	LOS ANGELES	XX-56-78
U3	E CARRION	LOS ANGELES		LOS ANGELES	
U4	J COLLINS	LOS ANGELES		LOS ANGELES	

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct	Record U1	Record U2	Record U3	Record U4	Proposed U1	Proposed U2	Proposed U3	Proposed U4		Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				16KV								2		U2 TO CONDUCT GO95 VEGETATION MANAGEMENT AND TRAFFIC CONTROL SEC 1.2 & 14.7	1
9876-U1	60	48	FT	52-13 32-2	30-1	33-1	29-4 T29							TOPANGA CYN RD W/S 545' N/O IMPERIAL (630 C2)	2
				25-7 C31											3
									1/4(1)				13c	$450 INCLUDES TRAFFIC CONTROL	4
															5
															6
														U2 TO CONDUCT GO95 VEGETATION MANAGEMENT & TRAFFIC CONTROL SEC 1.2 & 14.7	7
									3					MISC SHARED COSTS SEC 14.0	8
5678-U1	55	49	FT	48-14	27-1	28-1	26-8 T26							TOPANGA CYN BL E/S 130' N/O FERNWOOD DR	9
									1/3(1)		4		13c	$450 - U3 & U4 REIMBURSE U2 $450 INCLUDES TRAFFIC CONTROL	10
									1/4(1)				15a	RETAG POLE	11
									1/3(1)				110e	PLACE GUY GUARD - U1 & U3 REIMBURSE U2	12
															13
												5		TOTAL PER POLE COST EXCEEDS AUTHORIZED COST OF ITEM 13b	14
												6		TOTAL $900 FOR 2 POLES FOR VEGETATION MANAGEMENT, PERMITS AND TRAFFIC CONTROL	15
														AVERAGING $450 PER POLE	16
															17

POLE LEGEND: L = LOWER TOP(Item 5E)
P = PULL (Item 5A) C(XX) = FOOTAGE CUT
PB = PULL BUTT SCZ = SAFETY CLEARANCE ZONE
T = TRANSPORT (Item 5B)

Show Quantity of Items to be billed

GEOGRAPHICAL LOCATION

VP/J.P.-03
Rev. Jul 2013

(February 2015)

JOINT POLE AUTHORIZATIONS

Pole replacements.

PRELIMINARY JOINT POLE AUTHORIZATION
SECTION OF POLE (SOP) REMAINS
EXAMPLE ~~31~~ C1

This transaction is a pole replacement where an SOP remains.

(1) Indicate SOP for each utility.

(2) Indicate proper section of routine to reflect work being done.

(3) Replacement poles must be G.O.95, Rule 94 compliant

(4) Member responsible for PTD cannot charge item 83A, 83B, and/or item 5C when SOP is used.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared: 4/16/2018 | Date Sent: 4/16/2018 | Confirming Agreement: | In Field ☐ | By Telephone ☐ | Est. Const. Start: 5/16/2018 | No. of Pages: | J.P. Auth.No.: U3-34578

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELES	JONES	LOS ANGELES	55773034
U2	JOHNSON	LOS ANGELES	JOHNSON	LOS ANGELES	A4035
U3	WHITE	LOS ANGELES	WHITE	LOS ANGELES	LA062-016

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Tr. Class / Anchor Direct	Record L U1	Record U2	Record U3	Record	Proposed L U1	Proposed U2	Proposed U3	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
									1					U1 TO REPLACE POLE SECTION 7.11 (2)	1
															2
3053-U1	45	72	FT	39-9	24-1	23-5		PTD	SOP	SOP				PASEO DEL MAR RD 49' E/O WEYMOUTH AVE	3
															4
															5
															6
30568-U1	45		FT 2					39-9	24-1	23-5				PASEO DEL MAR RD 50' E/O WEYMOUTH AVE	7
															8
															9
															10
															11
															12
															13

POLE LEGEND: L = LOWER TOP(Item 5E) C(XX) = FOOTAGE CUT P = PULL (Item 5A) PB = PULL BUTT SCZ = SAFETY CLEARANCE ZONE T = TRANSPORT (Item 5B) S = SALVAGE D = DISPOSE (Item 5D) TN = TENANT

ANCHOR/ARM LEGEND: AR = ANCHOR/ARM REMOVED AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be Billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION: San Pedro — COMMUNITY

VP/J.P.-03 Rev. Jul 2013

(Added May 2018)

PRELIMINARY JOINT POLE AUTHORIZATION
CUT AND KICK POLE REPLACEMENT
EXAMPLE ~~22~~ C2

(1) This transaction is a cut & kick pole replacement where U1 will perform all work.

(2) This transaction is a cut & kick pole replacement where U1 will pull butt and U2 will lower, transport and dispose.

(3) Indicate proper section of routine to reflect work being done. Note: Section 7.4 is not a stand-alone section, must be used in conjunction with section identifying reason for replacement.

(4) Item 19A, B or C must be used when using section 7.4, unless for sole benefit of setting member.

(5) List authorized costs as applicable.

AUTHORIZATION FOR JOINT POLE TRANSACTION

J.P. FORM 2-1 Preliminary 1/95

Date Prepared: 3/18/2013

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Sent: 3/18/2013 | Confirming Agreement: | In Field ☐ | By Telephone ☐ | Est. Const. Start: 5/2/2013 | No. of Pages: 1 | J.P. Auth.No.: U1-12345

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	HENDERSON	LOS ANGELES	JONES	LOS ANGELES	2348B5
U2	ORTIZ	LOS ANGELES	JOHNSON	LOS ANGELES	12345

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Record	Record	Proposed U1	Proposed U2	Proposed	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				12KV					1					U1 TO REPL POLE SEC 7.4, 7.11 ← 3	1
1234-U1	45	78	FT	39-9	24-6			PB LTD						49TH ST A/S N/S 18' E/O KANSAS AV	2
								1/2 (1)					19A		3
								12KV							4
5678-U1	50	13	FT					43-13	24-6					49TH ST A/S N/S 18' E/O KANSAS AV	5
													4		6
					12KV				2					U1 TO REPL POLE SEC 7.4, 7.11	7
9532-U1	45	78	FT	39-9	24-6			PB	LTD					49TH ST A/S N/S 175' E/O KANSAS AV	8
								1/2 (1)					19B		9
								12KV							10
7852-U1	50	13	FT					43-13	24-6					49TH ST A/S N/S 175' E/O KANSAS AV	11
															12
															13

POLE LEGEND: P = PULL; PB = PULL BUTT; T = TRANSPORT; S = SALVAGE; D = DISPOSE; TN = TENANT; L = LOWER CUT; C(XX) = FOOTAGE CUT; SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

LOS ANGELES
COMMUNITY

VP/J.P.-03
Rev. Jan 2010

(April 2013)

PRELIMINARY JOINT POLE AUTHORIZATION
BILLING NOTE FOR JPA'S LISTING A POLE ON A PENDING JPA
EXAMPLE ~~36~~ C3

(1) This transaction shows a JPA that shows a pole already listed on a pending JPA.
(2) For this transaction, U3 will list the pending U1 JPA in the "Location and Nature of Work", to BILL FIRST.
(3) U3 must list the "Proposed side" of U1-987123 as the "record side" of JPA U3-123-456.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared: 8/17/2021
Date Sent: 8/17/2021
Confirming Agreement:
In Field ☐ By Telephone ☐
Est. Const. Start:
No. of Pages: 1
J.P. Auth.No.: U3-123-456

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELES	JONES	LOS ANGELES	5577303
U2	JOHNSON	LOS ANGELES	JOHNSON	LOS ANGELES	A403
U3	SMITH	LOS ANGELES	SMITH	LOS ANGELES	12345

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Record	Record	Proposed U1	Proposed U2	Proposed U3	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				L				L						U1 TO REPLACE POLE FOR BENEFIT OF U3 SEC 7.3, 10.8	1
1234U1	45	14	FT	39-9	24-6			PTD						DREAM RD S/S 212' W/O ONE WAY	2
			CL-3												3
								1	1				83	U3 TO PAY U1 & U2 FOR TRANSFER	4
															5
5678U1	50	21	FT					43-13	23-5	24-1				DREAM RD S/S 211' W/O ONE WAY	6
														2	7
														U1-987123 TO BILL FIRST	8
															9
															10
															11
															12
															13

POLE LEGEND: L = LOWER TOP(Item 5E) P = PULL (Item 5A) PB = PULL BUTT T = TRANSPORT (Item 5B) S = SALVAGE D = DISPOSE (Item 5D) TN = TENANT C(XX) = FOOTAGE CUT SCZ = SAFETY CLEARANCE ZONE

ANCHOR/ARM LEGEND: AR = ANCHOR/ARM REMOVED AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

NEVERLAND
COMMUNITY

VP/J.P.-03
Rev. Jul 2013

(Added February 2022)

PRELIMINARY JOINT POLE AUTHORIZATION
CUT AND KICK REPLACEMENT OF A POLE WITH A WIRELESS ANTENNA
EXAMPLE ~~28~~ C4

This transaction is an antenna pole replacement in the same hole.

(1) This transaction is a cut & kick pole where U1 will pull the butt and U3 will lower, transport and dispose.

(2) Indicate proper section of routine to reflect work being done. Note: Section 7.4 & 7.15 are not stand-alone sections, must be used in conjunction with section identifying reason for replacement.

(3) Item 19A, B or C must be used when using section 7.4, unless it is for the sole benefit of the setting member.

(4) List authorized costs as applicable.

(5) Replacement poles must be G.O.95, Rule 94 compliant.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared: 5/6/2016 | Date Sent: 5/29/2016 | Confirming Agreement: | In Field ☐ | By Telephone ☐ | Est. Const. Start: 6/29/2016 | No. of Pages: | J.P. Auth.No.: U3-34578

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELES	JONES	LOS ANGELES	55773034
U2	JOHNSON	LOS ANGELES	JOHNSON	LOS ANGELES	A4035
U3	WHITE	LOS ANGELES	WHITE	LOS ANGELES	LA062-016

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record L U1	Record U2	Record U3	Record	Proposed L U1	Proposed U2	Proposed U3	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
									1					U1 TO REPLACE POLE SECTION 7.15, 7.4, 7.XX (2)	1
						ANT									2
3053-U1	45	72	FT	39-3	23-1	30-7		C10 PB		LTD				PASEO DEL MAR RD 49' E/O WEYMOUTH AVE	3
				22-4				1					19A	SET SAME HOLE FOR U3 BENEFIT (3)	4
								1/3(1)					5C		5
										ANT					6
30568-U1	45		FT 2					39-3	23-1	30-7				PASEO DEL MAR RD 49' E/O WEYMOUTH AVE	7
								22-4							8
								1					83	U1 TO TRANSFER U2	9
														(4)	10
															11
															12
															13

POLE LEGEND: P = PULL (Item 5A); PB = PULL BUTT; T = TRANSPORT (Item 5B); S = SALVAGE; D = DISPOSE (Item 5D); TN = TENANT; L = LOWER TOP(Item 5E); C(XX) = FOOTAGE CUT; SCZ = SAFETY CLEARANCE ZONE

ANCHOR/ARM LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

San Pedro
COMMUNITY

VP/J.P.-03
Rev. Jul 2013

(Revised October 2017)

PRELIMINARY JOINT POLE AUTHORIZATION
POLE REPLACEMENT FOR BENEFIT OF ONE MEMBER
EXAMPLE ~~23~~ C5

(1) This transaction shows one utility is replacing a pole for the benefit of another utility.

(2) For this transaction, U1 will replace the pole for U3.

(3) Requesting member (U3) will incur all PTD, maintenance and transfer costs.

AUTHORIZATION FOR JOINT POLE TRANSACTION

J.P. FORM 2-1 Preliminary 1/95

Date Prepared: 4/14/2014

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Sent: 4/16/2014 | Confirming Agreement: | In Field ☐ | By Telephone ☐ | Est. Const. Start: | No. of Pages: 1 | J.P. Auth.No.: U3-123-456

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELES	JONES	LOS ANGELES	5577303
U2	JOHNSON	LOS ANGELES	JOHNSON	LOS ANGELES	A403
U3	SMITH	LOS ANGELES	SMITH	LOS ANGELES	12345

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Record	Record	Proposed U1	Proposed U2	Proposed U3	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				L				L						U1 TO REPLACE POLE FOR BENEFIT OF U3 SEC 7.3, 10.8	1
1234U1	45	02	FT	39-9	24-6			PTD						DREAM RD S/S 212' W/O ONE WAY	2
			CL-3												3
								1	1				83	U3 TO PAY U1 & U2 FOR TRANSFER	4
															5
5678U1	50	14	FT					43-13	23-5	24-1				DREAM RD S/S 211' W/O ONE WAY	6
			CL-3												7
															8
															9
															10
															11
															12
															13

POLE LEGEND:
P = PULL (Item 5A)
PB = PULL BUTT
T = TRANSPORT (Item 5B)
S = SALVAGE
D = DISPOSE (Item 5D)
TN = TENANT
L = LOWER TOP(Item 5E)
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE

ANCHOR/ARM LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

NEVERLAND
COMMUNITY

VP/J.P.-03
Rev. Jul 2013

(January 2015)

PRELIMINARY JOINT POLE AUTHORIZATION
ADDING GPS COORDINATES TO POLE LOCATIONS
EXAMPLE ~~40~~ C6

(1) This transaction shows how to add GPS coordinates for a pole location.

Use WGS84 formatting, with 6 to 8 digits, and place under the Section 15.4 pole location address. (8 digits is most accurate.)

(2) When the pole is replaced, it will move one foot on the address line, but using the same GPS coordinates is ok.

NOTE: When the existing SCJPC pole card does not have the GPS Coordinates, adding them to a Form 2 is preferred, but not required and should not be a reason for denial.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared: 4/14/2022 | Date Sent: 4/16/2022 | Confirming Agreement: | In Field ☐ | By Telephone ☐ | Est. Const. Start: | No. of Pages: 1 | J.P. Auth.No.: U3-123-456

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	LOS ANGELES	JONES	LOS ANGELES	5577303
U2	JOHNSON	LOS ANGELES	JOHNSON	LOS ANGELES	A403
U3	SMITH	LOS ANGELES	SMITH	LOS ANGELES	12345

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Record U3	Record	Proposed U1	Proposed U2	Proposed U3	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				L				L						U1 TO REPLACE POLE FOR BENEFIT OF U3 SEC 7.3, 10.8	1
1234U1	45	02	FT	39-9	23-5	24-1		PTD						DREAM RD S/S 212' W/O ONE WAY	2
			CL-3											33.881958, -118.274545 [1]	3
								1	1				83	U3 TO PAY U1 & U2 FOR TRANSFER	4
															5
5678U1	50	14	FT					43-13	23-5	24-1				DREAM RD S/S 211' W/O ONE WAY	6
														33.881958, -118.274545 [2]	7
															8
															9
															10
															11
															12
															13

POLE LEGEND: L = LOWER TOP(Item 5E) P = PULL (Item 5A) PB = PULL BUTT T = TRANSPORT (Item 5B) S = SALVAGE D = DISPOSE (Item 5D) TN = TENANT C(XX) = FOOTAGE CUT SCZ = SAFETY CLEARANCE ZONE

ANCHOR/ARM LEGEND: AR = ANCHOR/ARM REMOVED AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION: NEVERLAND (COMMUNITY)

VP/J.P.-03 Rev. Jul 2013

(Revised January 2023).

PRELIMINARY JOINT POLE AUTHORIZATION
REMOVAL & REPLACEMENT OF AN INTERSET POLE
EXAMPLE ~~33~~ C7

(1) The first transaction shows U2 remove their clearance attachment from pole.

(2) The second transaction shows U1 replacing the pole. U2 will maintain clearance attachment on the new pole.

(3) The third transaction shows U1 replacing the pole. For this transaction, U2 will be a joint owner on the new pole.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

Date Prepared 3/3/2019 — This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Sent 3/3/2019 — Confirming Agreement ____ — In Field ☐ By Phone ☐ By Email ☐ — Est. Const. Start 5/30/2019 — No. of Pages 1 — J.P. Auth.No. U1-3456

UTILITY	REPRESENTATIVE	PHONE NUMBER OR EMAIL	DISTRICT-DIVISION-EXCHANGE	APPROVED	ACCOUNTING DATA
U1	JONES	800-800-0000	CENTRAL	J. BROWN	510-2345
U2	JOHNSON	800-600-0000	PASADENA	M. SMITH	W02345-51120

	POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record U1	Record U2	Record			Proposed U1	Proposed U2	Proposed			Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
1					16KV											U2 TO REMOVE CLEARANCE ATTACHMENT SEC 9.3	1
	1234-U1	45	67	FT 5	100	CLR23				100						SAN BRUNO S/S 26' W/O BROADWAY	2
																U2 NOT ATTACHED TO POLE	3
																	4
2																U1 TO REPLACE POLE SEC 9.4	5
	3456-U1	45	74	FT	100	CLR24				PTD						SPRING ST PL/S 80' N/O 2ND ST	6
	4014-U1	50		FT 1						100	CLR24					SPRING ST PL/S 81' N/O 2ND ST	7
																	8
3																U1 TO REPLACE POLE SEC 7.11	9
	3652-U1	45	75	FT	100	CLR23				PTD						5TH ST N/S 210' E/O JACKSON ST	10
	4015-U1	45		FT 1						39-9	24-6					5TH ST N/S 209' E/O JACKSON ST	11
																	12
																	13

POLE LEGEND: L = LOWER TOP(Item 5E); P = PULL (Item 5A); C(XX) = FOOTAGE CUT; PB = PULL BUTT; SCZ = SAFETY CLEARANCE ZONE; T = TRANSPORT (Item 5B); S = SALVAGE; D = DISPOSE (Item 5D); TN = TENANT

ANCHOR/ARM LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION: ALHAMBRA — COMMUNITY

VP/J.P.-03 Rev. Oct 2017

(Added June 2019)

PRELIMINARY JOINT POLE AUTHORIZATION
EXAMPLE ~~2~~ C8

(1) Indicate proper section of Routine to reflect work being performed.

(2) Indicate pulling routine in the column of the party performing the work.

(3) Show "TN" with grade when tenant circuits are involved.

(4) Show general geographical location of the poles as related to cities or towns.

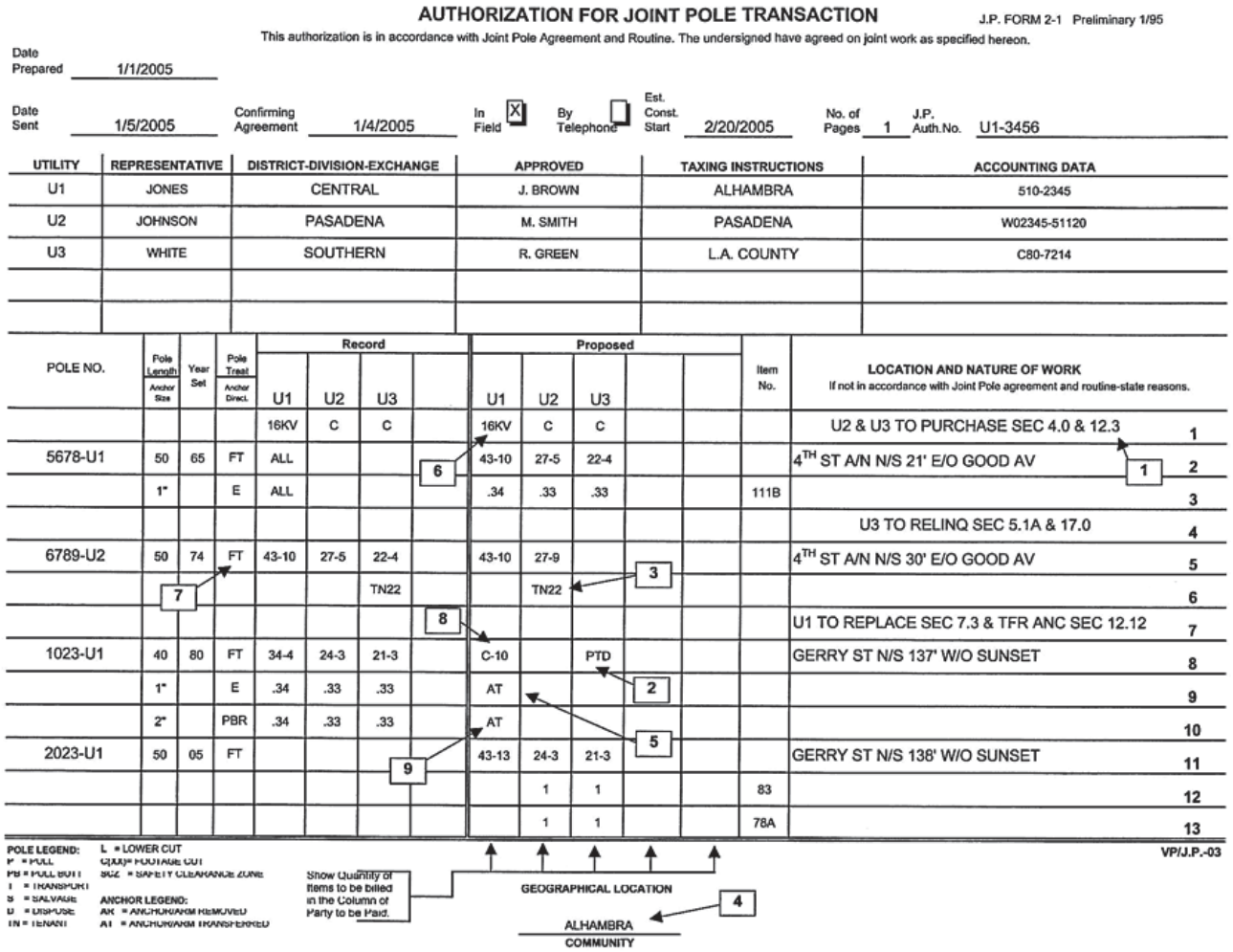
(5) Show disposition of existing joint anchors. Refer to anchor legend in lower left corner of authorization form.

(6) Indicate voltage on poles in accordance with Section 16.3. Appropriate symbols must be shown wherever necessary to reflect voltage changes.

(7) Indicate type of pole treatment. (See Section 15.5)

(8) Indicate length of portion of pole cut off prior to removal in accordance with pole legend in lower left corner of authorization form.

(9) Show disposition of existing joint sidewalk fittings, whether removed or transferred. The code "AT or AR" may also be used for any item associated with an arm or anchor, such as fittings and guys.



AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared 1/1/2005

Date Sent 1/5/2005 Confirming Agreement 1/4/2005 In Field [X] By Telephone [ ] Est. Const. Start 2/20/2005 No. of Pages 1 J.P. Auth.No. U1-3456

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	CENTRAL	J. BROWN	ALHAMBRA	510-2345
U2	JOHNSON	PASADENA	M. SMITH	PASADENA	W02345-51120
U3	WHITE	SOUTHERN	R. GREEN	L.A. COUNTY	C80-7214

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record U1	Record U2	Record U3		Proposed U1	Proposed U2	Proposed U3			Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				16KV	C	C		16KV	C	C				U2 & U3 TO PURCHASE SEC 4.0 & 12.3	1
5678-U1	50	65	FT	ALL			6	43-10	27-5	22-4				4TH ST A/N N/S 21' E/O GOOD AV	2
	1"		E	ALL				.34	.33	.33			111B		3
														U3 TO RELINQ SEC 5.1A & 17.0	4
6789-U2	50	74	FT	43-10	27-5	22-4		43-10	27-9					4TH ST A/N N/S 30' E/O GOOD AV	5
						TN22			TN22						6
							8							U1 TO REPLACE SEC 7.3 & TFR ANC SEC 12.12	7
1023-U1	40	80	FT	34-4	24-3	21-3		C-10		PTD				GERRY ST N/S 137' W/O SUNSET	8
	1"		E	.34	.33	.33		AT							9
	2"		PBR	.34	.33	.33		AT							10
2023-U1	50	05	FT				9	43-13	24-3	21-3				GERRY ST N/S 138' W/O SUNSET	11
									1	1			83		12
									1	1			78A		13

POLE LEGEND: L = LOWER CUT; P = PULL; CLEAR FOOTAGE CUT; PB = PULL BUTT; SCZ = SAFETY CLEARANCE ZONE; T = TRANSPORT; S = SALVAGE; D = DISPOSE; TN = TENANT

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be Billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION: ALHAMBRA — COMMUNITY

VP/J.P.-03

PRELIMINARY JOINT POLE AUTHORIZATION
EXAMPLE ~~6~~ C9

(1) The first transaction shows U3 purchasing within the same grade and space as U2. U3 is placing a new single arm with one cable per Item 164a and assigning U2 50% free interest in that arm. U3 transfers U2's cable from pole to arm at no charge.

(2) The second transaction shows U3 purchasing within the same grade and space as U2. U3 attaches to U2's existing arm at no charge.

(3) The third transaction shows U1 replacing a pole for their sole benefit. U2and U3 own an existing arm on that pole. U2 transfers the arm and cables to the new pole and charges U1 the full cost for doing so.

(4) Note: AT can denote Arm or Anchor transfer.

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared: 1/1/2005

Date Sent: 1/5/2005 | Confirming Agreement: 1/4/2005 | In Field: X | By Telephone: | Est. Const. Start: 2/20/2005 | No. of Pages: 1 | J.P. Auth.No.: U1-3456

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	CENTRAL	J. BROWN	ALHAMBRA	510-2345
U2	JOHNSON	PASADENA	M. SMITH	PASADENA	W02345-51120
U3	WHITE	SOUTHERN	R. GREEN	L.A. COUNTY	C80-7214

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Treat	Record U1	Record U2	Record U3	Record	Proposed U1	Proposed U2	Proposed U3	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
1				16KV	C	C		16KV	C	C			U3 TO PURCHASE SEC 4.4, PLACE ARM SEC 14.1 & TFR U2 CABLE SEC 10.8	1
5678-U1	50	65	FT	43-10	27-9			43-12	25-7	25-1			4TH ST A/N N/S 21' E/O GOOD AV	2
	ARM								.50 FREE	.50		164A	U3 ASSIGN U2 FREE INTEREST IN NEW ARM	3
												83	U3 TFR U2 CABLE FROM POLE TO ARM AT NO COST	4
2													U3 TO PURCHASE SEC 4.4 & ATTACH TO ARM SEC 14.1	5
6789-U2	50	74	FT	43-10	27-9			43-12	25-7	25-1			4TH ST A/N N/S 30' E/O GOOD AV	6
	ARM				ALL				.50	.50 FREE		164E	U2 ASSIGN U3 FREE INTEREST IN EXISTING ARM	7
3									4				U1 TO REPLACE SEC 7.3, U2 TO TFR ARM & CABLES SEC 10.8	8
1023-U1	40	80	FT	34-4	24-6	24-1		C-10	▼	PTD			GERRY ST N/S 137' W/O SUNSET	9
	ARM				.50	.50			AT				U2 TRANSFER ARM TO NEW POLE	10
2023-U1	50	05	FT					43-13	24-6	24-1			GERRY ST N/S 140' W/O SUNSET	11
									1			82A	U2 CHARGE FULL COST TO U1	12
									1			82D	U2 CHARGE FULL COST TO U1	13

POLE LEGEND: L = LOWER CUT; P = PULL; PB = PULL BUTT; T = TRANSPORT; S = SALVAGE; D = DISPOSE; TN = TENANT; QUOTE = FOOTAGE CUT; SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION: ALHAMBRA (COMMUNITY)

VP/J.P.-03

PRELIMINARY JOINT POLE AUTHORIZATION
INCREASED POLE SETTING DEPTH SEC 16.1C
EXAMPLE ~~34~~ C10

(1) The first transaction shows U1 placing a new pole 1' deeper.

(2) The proposed grade/space reflects the increased setting depth.

(3) A note has been added to inform U2 of the increased setting depth.

(4) The second transaction shows U1 replacing a pole and setting the new pole 1' deeper.

J.P. FORM 2-1 Rev 07/20

Preliminary AUTHORIZATION FOR JOINT POLE TRANSACTION

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified heron

SCJPC USE ONLY

PAGE NO. 1 OF 1

Date Prepared 8/1/2020 Date Sent 8/2/2020 Confirming Agreement

In Field | By Phone | By Email

Date Completed

Estimated Construction Start Date

JPA Auth. No. U1-4567

UTILITY	REPRESENTATIVE	PHONE NUMBER/EMAIL	DISTRICT-DIVISION-EXCHANGE	APPROVED	ACCOUNTING DATA
U1	JONES	800-800-0000	CENTRAL	J. BROWN	684-2457
U2	SMITH	310-589-8899	LOS ANGELES	J.DOE	9870122

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Class / Anchor Direct	Record U1	Record U2	Proposed U1	Proposed U2	Item No.	LOCATION AND NATURE OF WORK (if not in accordance with Joint Pole agreement and routine-state reasons.)
						16KV			U1 TO PLACE POLE SEC 3.1, 16.1-C
4567-U1	45	2020	FT CL1			38-8	24-6		FIRST ST W/S 25' N/O COMMON WAY
									POLE BEING SET 1' DEEPER
									U1 TO REPLACE POLE SEC 7.11, 10.8, 16.1-C
5678-U1	45	1997	FT CL2	39-10	23-5	PTD			FIRST ST W/S 125' N/O COMMON WAY
						1		83a	U1 TO TRANSFER U2 TO NEW POLE
8756-U1	50	2020	FT CL1			42-13	23-5		FIRST ST W/S 126' N/O COMMON WAY
									POLE BEING SET 1' DEEPER

POLE LEGEND:
P = PULL (Item 5A)
PB = PULL BUTT
T = TRANSPORT (Item 5B)
S = SALVAGE
D = DISPOSE (Item 5D)
TN = TENANT
L = LOWER TOP (Item 5E)
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE
SOP = SECTION OF POLE
ANCHOR/ARM LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION
HOLLYWOOD
COMMUNITY

FORM 48 SENT _____

(Added November 2020)

JOINT POLE AUTHORIZATIONS

Revised JPA & correction of records.

PRELIMINARY JOINT POLE AUTHORIZATION - REVISED
EXAMPLE ~~12~~ D1
~~(Revised Example 5)~~

(1) Use the same JPA number as the original JPA adding a suffix of **REV, R01**, or **R1** which indicates it is a Revised JPA.

(2) Date Prepared and Date Sent are current dates. (The 45-day timeframe starts over) Cannot use the dates shown on the original JPA.

(3) The change(s) to the JPA are shown in the body of the JPA.

(4) Per Section 18.1-C(B) a Revised JPA to be used for the following:

- Add owner(s)
- Add pole(s)

~~**NOTE: THE EXAMPLE WAS CHANGED FROM RELINQUISHED SEC 5.1A & 5.1B TO REPLACE POLE SEC 7.11 & ADD A NEW POLE.**~~

AUTHORIZATION FOR JOINT POLE TRANSACTION J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared: 3/3/2005 (2) Date Sent: 3/3/2005 Confirming Agreement: 3/2/2005 In Field ☐ By Telephone ☐ Est. Const. Start: 5/30/2005 No. of Pages: 1 J.P. Auth.No.: U1-3456REV (1)

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	CENTRAL	J. BROWN	ALHAMBRA	510-2345
U2	JOHNSON	PASADENA	M. SMITH	PASADENA	W02345-51120
U3	WALKER	ARCADIA	JOHNSON	ARCADIA	589-6874

(4)

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record U1	Record U2	Record U3	Proposed U1	Proposed U2	Proposed U3	Item No.	LOCATION AND NATURE OF WORK (if not in accordance with Joint Pole agreement and routine-state reasons.)	
				16KV			~~16KV~~				U1 TO PLACE SEC 3.1	1
1234-U1	30	05	FT				GUY 50	GUY 50			SAN BRUNO S/S 26' W/O BROADWAY	2
	1"	05					50	50		111B	(3)	3
											U2 TO REPLACE SEC 7.11	4
3456-U2	45	74	FT	39-9	24-5 TN 24	19-1	16KV	PTD			SPRING ST PL/S 80' N/O 2ND ST	5
4014-U2	50		FT				43-9	28-9 TN24	19-1		SPRING ST PL/S 81' N/O 2ND ST	6
(4)												7
												8
												9
												10
												11
												12
												13

POLE LEGEND: L = LOWER CUT; P = PULL; C(XX)= FOOTAGE CUT; PB = PULL BUTT; SCZ = SAFETY CLEARANCE ZONE; T = TRANSPORT; S = SALVAGE; D = DISPOSE; TN = TENANT

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be Billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION: ALHAMBRA (COMMUNITY)

VP/J.P.-03

Revised April 2018

PRELIMINARY JOINT POLE AUTHORIZATION
EXAMPLE 5

AUTHORIZATION FOR JOINT POLE TRANSACTION

J.P. FORM 2-1 Preliminary 1/95

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Date Prepared: 1/1/2005

Date Sent: 1/5/2005 | Confirming Agreement: 1/4/2005 | In Field: [X] | By Telephone: [ ] | Est. Const. Start: 2/20/2005 | No. of Pages: 1 | J.P. Auth.No.: U1-3456

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
U1	JONES	CENTRAL	J. BROWN	ALHAMBRA	510-2345
U2	JOHNSON	PASADENA	M. SMITH	PASADENA	W02345-51120

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record U1	Record U2	Proposed U1	Proposed U2	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	
				16KV	C	16KV	C		U1 TO PLACE SEC 3.1	1
1234-U1	30	05	FT			GUY .50	GUY .50		SAN BRUNO S/S 26' W/O BROADWAY	2
	1"	05	E			.50	.50	111B		3
										4
									U2 TO RELINQ SEC 5.1A, 5.1B & 17.0	5
3456-U2	45	74	FT	39-9	24-6	ALL			SPRING ST PL/S 80' N/O 2ND ST	6
					TN24	TN				7
										8
										9
										10
										11
										12
										13

VP/J.P.-03

POLE LEGEND: L = LOWER CUT; P = PULL; PB = PULL BUTT; T = TRANSPORT; S = SALVAGE; U = UNPOLE; TN = TENANT; SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

ALHAMBRA
COMMUNITY

Example not needed.

PRELIMINARY JOINT POLE AUTHORIZATION
CORRECTION OF RECORDS
EXAMPLE ~~8~~ D2

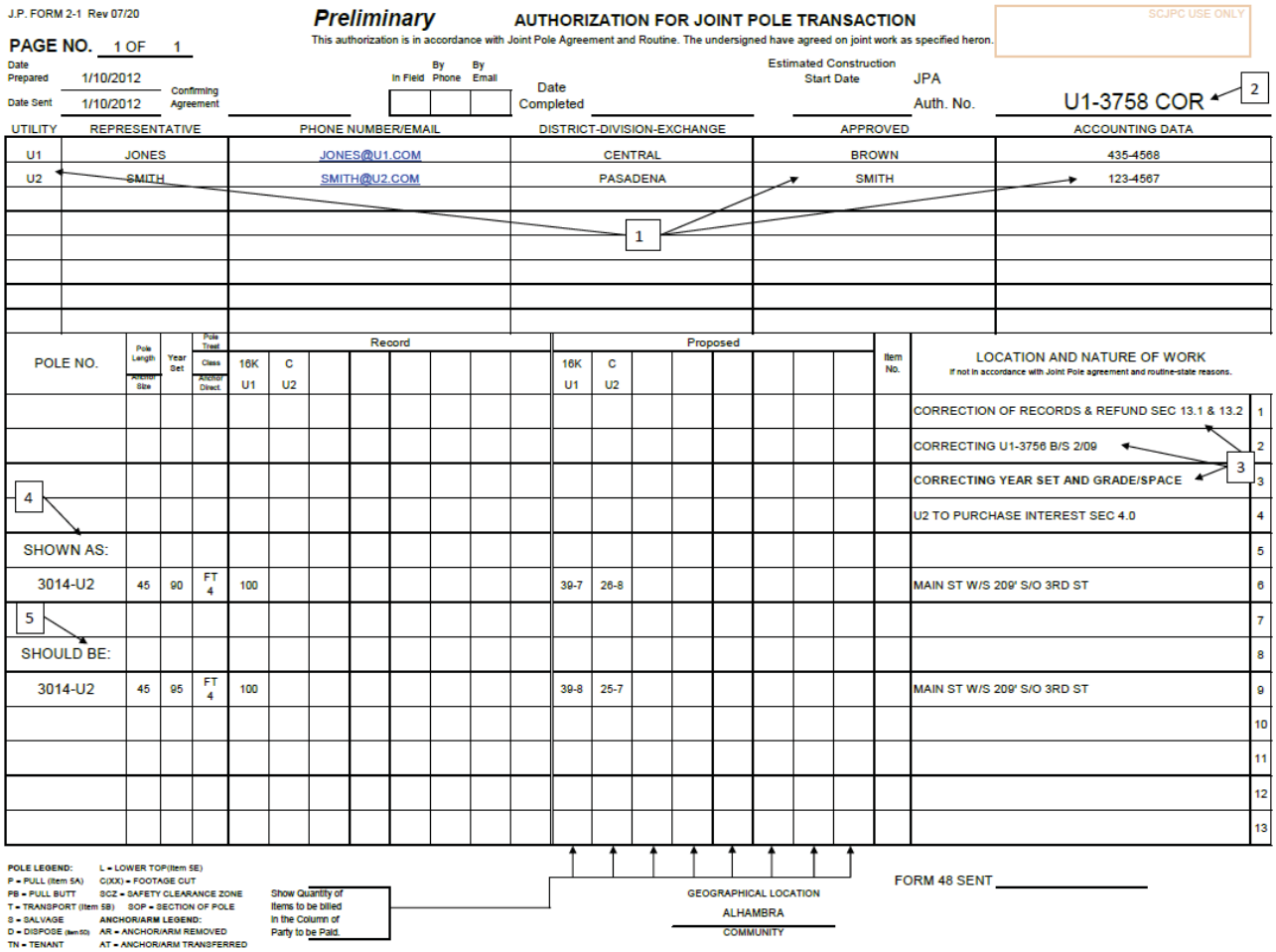
(1) Enter approved (required) and accounting data if applicable.

(2) JPA number must begin with the correcting member's code and end with "COR" indicator.

(3) Use Section 13.1 and/or 13.2; show original JPA number & Bill of Sale date of JPA to be corrected. Notate the corrections or errors.

(4) Show information as shown on original final bill. If the original JPA is not available, please indicate it on the nature of work.

(5) Show information as it should be billed.



J.P. FORM 2-1 Rev 07/20

Preliminary **AUTHORIZATION FOR JOINT POLE TRANSACTION**

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified heron.

SCJPC USE ONLY

PAGE NO. 1 OF 1

Date Prepared 1/10/2012 — Date Sent 1/10/2012 — Confirming Agreement — In Field — By Phone — By Email — Date Completed — Estimated Construction Start Date — JPA Auth. No. U1-3758 COR (2)

UTILITY	REPRESENTATIVE	PHONE NUMBER/EMAIL	DISTRICT-DIVISION-EXCHANGE	APPROVED	ACCOUNTING DATA
U1	JONES	JONES@U1.COM	CENTRAL	BROWN	435-4568
U2	SMITH	SMITH@U2.COM	PASADENA	SMITH	123-4567

(1)

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Class / Anchor Direct.	Record 16K U1	Record C U2	Proposed 16K U1	Proposed C U2	Item No.	LOCATION AND NATURE OF WORK (if not in accordance with Joint Pole agreement and routine-state reasons.)	
									CORRECTION OF RECORDS & REFUND SEC 13.1 & 13.2	1
									CORRECTING U1-3756 B/S 2/09	2
(4)									CORRECTING YEAR SET AND GRADE/SPACE (3)	3
									U2 TO PURCHASE INTEREST SEC 4.0	4
SHOWN AS:										5
3014-U2	45	90	FT 4	100		39-7	26-8		MAIN ST W/S 209' S/O 3RD ST	6
(5)										7
SHOULD BE:										8
3014-U2	45	95	FT 4	100		39-8	25-7		MAIN ST W/S 209' S/O 3RD ST	9
										10
										11
										12
										13

POLE LEGEND: P = PULL (Item 5A); PB = PULL BUTT; T = TRANSPORT (Item 5B); S = SALVAGE; D = DISPOSE (Item 5D); TN = TENANT; L = LOWER TOP (Item 5E); C(XX) = FOOTAGE CUT; SCZ = SAFETY CLEARANCE ZONE; SOP = SECTION OF POLE

ANCHOR/ARM LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION: ALHAMBRA — COMMUNITY

FORM 48 SENT

(Revised July 2021)

Form 7s,
Form 48s,
Final Form 2
& Form 44

FORM 7 – JOINT POLE MEMORANDUM
EXAMPLE ~~4~~ E1

Form 7's are used for the reasons listed in this Section 18, as well as Section 17.0.
This example shows the Form 7 being used for change of pole location. **JPA Number is required and must be in process or pending** (Revised January 2012).

	Utility	Representative/Signature	Phone No.
To:	U1	M. SMITH	(310) 555-0001
To:			
To:			
From:	U2	J. BROWN	(310) 515-2121

Dist./Exc.:

Carbon Copies To:

J/P MEMORANDUM
FORM 7

Used for additions, deletions or changes to Authorizations (See Section 18.1C)

Date: 10/15/2014
JPA No.: U2-9854
Job No.:

☐ SEE JPA PRELIMINARY ATTACHED

☐ ADD ☐ CORRECT TO READ ☒ CHANGE LOCATION TO READ

☐ DELETE ☐ CANCEL JPA ☐ REMOVE TEMPORARY ATTACHMENT FROM RECORD

Remarks: CORRECT POLE LOCATION AS SHOWN BELOW

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record U1	Record U2	Record	Record	Proposed	Proposed	Proposed	Proposed	Proposed	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole Agreement and Routine – state reason(s).)	
				16K	C										1
3013-U1	45	88	FT	39-9	24-6									SCOTT AV 500' W/O RYE CYN	2
														CORRECTED LOCATION	3
															4
															5
															6
															7
															8

POLE LEGEND:
P = PULL
PB = PULL BUTT
T = TRANSPORT
S = SALVAGE
D = DISPOSE
TN = TENANT

L = LOWER TOP
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed In the Column of Party to be paid

GEOGRAPHICAL LOCATION
LOS ANGELES
COMMUNITY

Revised January 2015.

FORM 7 – JOINT POLE MEMORANDUM
CANCELING JPA ON INITIATOR'S BEHALF
EXAMPLE ~~37~~ E2

(1) This transaction shows one utility canceling a JPA on initiator's behalf.

(2) Contact name & date of communication with initiator must be shown on the Form 7. Pre-approval is required.

	Utility	Representative/Signature	Phone No.
To:	U1		
To:	U3		
To:			
From:	U2		

J/P MEMORANDUM
FORM 7
Used for additions, deletions or changes to Authorizations
(See Section 18.1C)

Date: 11/1/2021

JPA No: U1-2515-01

Job No:

Dist./Exc.:

Carbon Copies To:

[ ] SEE JPA PRELIMINARY ATTACHED

[ ] ADD [ ] CORRECT TO READ [ ] CHANGE LOCATION TO READ

[ ] DELETE [X] CANCEL JPA [ ] REMOVE TEMPORARY ATTACHMENT FROM RECORD

Remarks: Per phone call with John Smith from U1 on 11/01/21, U1's project has been canceled. Per approval from U1, please cancel this JPA.

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record					Proposed					Item No.	LOCATION AND NATURE OF WORK If not in accordance with Joint Pole agreement and routine - state reason(s).
															1
															2
															3
															4
															5
															6
															7
															8

POLE LEGEND:
P = PULL
PB = PULL BUTT
T = TRANSPORT
S = SALVAGE
D = DISPOSE
TN = TENANT
L = LOWER TOP
C (XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed In the Column of Party to be paid

GEOGRAPHICAL LOCATION

Los Angeles
COMMUNITY

(Added February 2022)

FORM 7 – JOINT POLE MEMORANDUM
PULL FINAL BILL FROM BILL CYCLE
EXAMPLE ~~38~~ E3

(1) Protest Form 7's, are discussed in Section 18. Specifics are found in 18.1-B (2) (c), (d) & (e).

(2) For this transaction, the SCJPC Office must be listed under Carbon Copy TO:

(3) Requesting member (U1) should list the JPA No and list the Bill Cycle the final bill is to be removed from. The reason to stop billing must be included.

(4) U1 and U2 should work together to resolve the issue. When resolved, U1 would resend the F7 with a "Resolved - OK TO BILL, and date" on it and email it to SCJPC Office.

Utility | Representative/Signature | Phone No.

To: U2
To:
To:
From: U1
Dist./Exc.: 2
Carbon Copies To: SCJPC Office

J/P MEMORANDUM FORM 7
Used for additions, deletions or changes to Authorizations
(See Section 18.1C)

Date: 1/3/2022
JPA No: U2-123456
Job No:

☐ SEE JPA PRELIMINARY ATTACHED
☐ ADD ☐ CORRECT TO READ ☐ CHANGE LOCATION TO READ
☐ DELETE ☐ CANCEL JPA ☐ REMOVE TEMPORARY ATTACHMENT FROM RECORD

Remarks: 3
Please remove Final Bill U2-123456 from billing cycle 1-22-U234, because U1 Form 2 changes are not entered on the FB.

After U1 and U2 work the issue out: Resend the same Form 7, stating OK to bill. See (4).

Utility | Representative/Signature | Phone No.

To: U2
To:
To:
From: U1
Dist./Exc.: 2
Carbon Copies To: SCJPC Office

J/P MEMORANDUM FORM 7
Used for additions, deletions or changes to Authorizations
(See Section 18.1C)

Date: 1/3/2022
JPA No: U2-123456
Job No:

☐ SEE JPA PRELIMINARY ATTACHED
☐ ADD ☐ CORRECT TO READ ☐ CHANGE LOCATION TO READ
☐ DELETE ☐ CANCEL JPA ☐ REMOVE TEMPORARY ATTACHMENT FROM RECORD

Remarks: 3
Please remove Final Bill U2-123456 from billing cycle 1-22-U234, because U1 Form 2 changes are not entered on the FB.
Resolved 3-30-22. OK for U2 to Final Bill.
4

MEMORANDUM NOTICE OF JOINT POLE WORK - FORM 48
EXAMPLE ~~20~~ E4

J/P FORM 48 PORTRAIT

FORM 48

MEMORANDUM NOTICE OF JOINT POLE WORK

IMPORTANT - Note correct Operation and provide details accurately.

FIELD USE: FORM 48 DATE PREPARED: 4/16/2019 JPA NUMBER: U1-123456

OFFICE USE: *FORM 48 DATE SENT:* 4/16/2019 *JPA DATE SENT:* 1/10/2019

U1-123456

UTILITY CODE
From: U1 Name: D. BOLT Phone number: (888) 888-8888

UTILITY CODE
To: U2 Name: WALKER
To: Name:
To: Name:
To: Name:
To: Name:

UTILITY CODE
To: Name:
To: Name:
To: Name:
To: Name:
To: Name:

OPERATION No.

1. Change removal agreement.
2. Add item for hand-dig, **specify nature of conflict in remarks.**
3. Add item for topping a pole, **when not on JPA.**
4. Transfer has been completed.
5. Make your temporary attachments permanent on new pole.
6. Anchor has been installed/replaced; attachments should be made.
7. Our attachments have been removed; pole may be renumbered **(only applies to base owner).**
8. New pole location changed, specify nature of conflict and new location in remarks **(substructure conflict only).**
9. Our transfer has been completed; pole may be pulled **(i.e. MITC poles, alternative to wood poles).**
10. All work completed based on Form 7 dated: _____
11. Work completed **ONLY** on poles listed below.
12. Our work has been completed. **Must list poles below.**
13. Records only-Initiate billing **(purchase/relinquishment).**

POLE LEGEND: P = PULL; PB = PULL BUTT; T = TRANSPORT; S = SALVAGE; D = DISPOSE; TN = TENANT; L = LOWER TOP; U(XX) = UTILITY CODE (FOOTAGE CUT); SCZ = SAFETY CLEARANCE ZONE; SOP = SECTION OF POLE
ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED; AT = ANCHOR/ARM TRANSFERRED

J.P. Auth.		Pole No.	Operation No.	Only required for changes to JPA							
				Utility Code					POLE		
Page No.	Line No.	(Required)	(Required)	PTD	PB	LTD	SOP	HAND DIG	CUT U(XX)	ADD Item #	Remarks/changes
1	4	1234U1	1	U2							
1	4	1234U1	3						U1(10)	1/2(1) 5C	
1	4	1234U1	9								
1	4	1234U1	12								
1	9	5678U1	2					U1		1/2(1) 9A	(Type reason here)
1	9	5678U1	6, 12								
2	2	34578U1	12	U1			U2				

REMARKS: _____

Page ____ of ____ Revised Nov 2017

(March 2020)

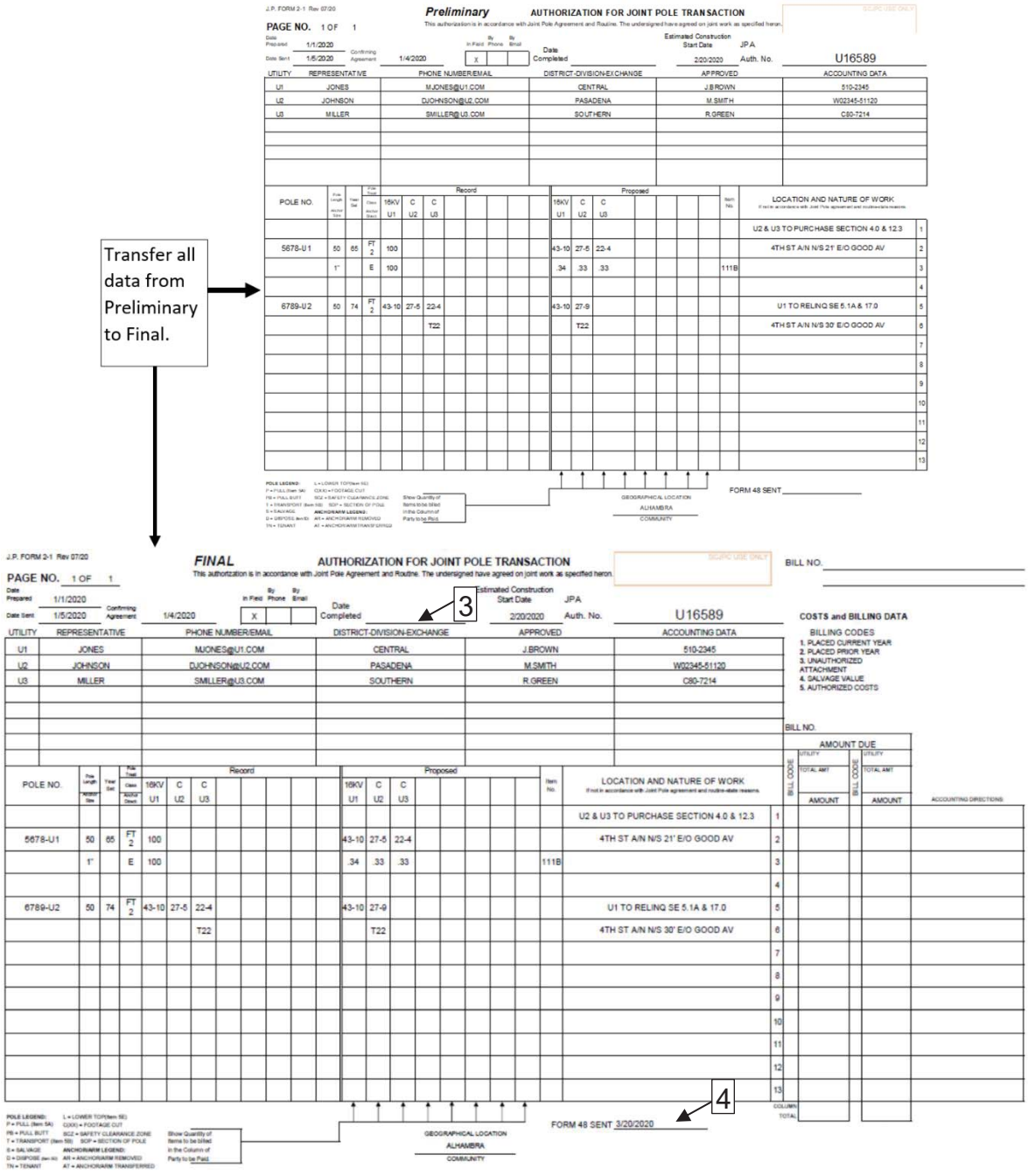
FINAL FORM 2 JOINT POLE AUTHORIZATION
EXAMPLE ~~35~~ E5

(1) JPAs are required to final bill in 'Date Sent' order. If there is a pending JPA(s), the RECORD information on a JPA is to reflect the PROPOSED pole information from the pending JPA to final bill first. If there are no pending JPAs, the RECORD information must match the SCJPC pole record. Note: A FINAL JPA is not to be sent to the SCJPC until all pending JPAs (if applicable) have been final billed.

(2) Transfer all data from the Preliminary JPA to the Final JPA.
   a. APPROVED column should have the approval name or 18.1D.
   b. Type one item (Item No. or Authorized Costs) per line.

(3) Leave the Date Completed section empty. The SCJPC office will enter this date.

(4) Enter the Form 48 date sent. (Revised January 2023)



BILL OF SALE - FORM 44
EXAMPLE ~~19~~ – Page 1 of 2

E6

JPC PRODUCTIONS

Date Form 44 was issued → Date: 11/29/2010

Page: Page 1 of 2

Bill of Sale Date → Period: 11/14/2010

Account number (Bill Number on Finals) assigned between the utilities shown. See section 20.5 (Page 20-6) → Account: 833

BILL OF SALE - FORM 44

AND

ACKNOWLEDGE OF TITLE

UNDER JOINT POLE AGREEMENT DATED JANUARY 1, 1998

BETWEEN

XO Communications **AND** **Verizon Wireless**

NET AMOUNT DUE: **Verizon Wireless** **$491.00** ← Net Amount due to utility shown (taken from page 2)

Above utilities hereby transfer to each other the interests and/or render an accounting for labor performed and/or materials supplied or salvaged as detailed in the attached joint pole authorizations, made a part hereof. Sales are made subject to mortgages, deeds of trust or other prior liens upon property specified therein.

Signature of person approving the Amount Due/Owed

APPROVED CORRECT : **APPROVED CORRECT :**

_____ _____

EXECUTED FOR: **EXECUTED FOR:**

XO Communications **Verizon Wireless**

BY: **BY:**

_____ _____

Authorized Approval Signature for the Transaction

(January 2012)

BILL OF SALE - FORM 44
EXAMPLE ~~19~~ – Page 2 of 2
E6

JPC PRODUCTIONS

Date: 11/29/2010
Page: Page 2 of 2
Period: 11/14/2010
Account: 833

BILL OF SALE - FORM 44

AUTHORIZATION NUMBER			Due - NXT	Due - ATC
NXT-17089-03			0.00	292.00
NXT-17089-04			0.00	160.00
NXT-17089-07			0.00	30.00
NXT-17089-08			0.00	9.00
Column Totals For This Account	**JPA(s):**	**4**	**$0.00**	**$491.00**

List of Finals processed for the account in the month

Total dollars shown on each Final for each member is listed

(January 2012)

Miscellaneous Forms

FORM 50-GPS COORDINATES ADDITION/CORRECTION
EXAMPLE ~~39~~ F1

(1) This form shows a member notifying the pole's base owner of the addition/correction of a joint pole's GPS coordinates.
(2) All poles listed on form need to be for the same base owner.
(3) The first entry shows the proposed addition of GPS coordinates (WGS84).
(4) The second entry shows the proposed correction of GPS coordinates (WGS84).
(5) If the base owner approves the proposed GPS coordinates, this section is to be completed.
(6) If the base owner denies the proposed GPS coordinates, this section is to be completed.

FORM 50
GPS Coordinates Addition/Correction

	Utility	Representative	Phone No. or E-Mail	
To:	U1	JONES	888-888-8888	Date: 6/2/2022
From:	U2	JOHNSON	888-888-8888	

No.	SCJPC Unique ID	Pole Number	Existing Latitude	New/Updated Latitude	Existing Longitude	New/Updated Longitude
1	354846	84354U1	N/A	33.515748	N/A	-117.384365
2	138745	96412U1	34.659587	34.559587	-118.684698	-118.548695
3						
4						
5						
6						
7						
8						
9						
10						

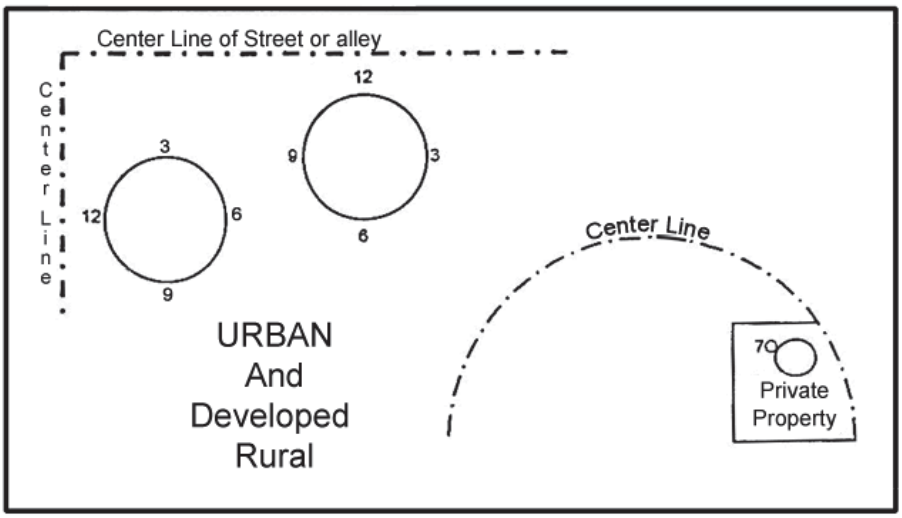
3 → 1
4 → 2

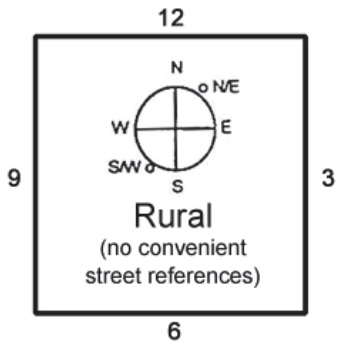
5
Approved Date: 6/14/2022
Approved By: JONES
Date Sent to SCJPC: 6/14/2022

6
Denial Date:
Denied By:
Reason for Denial:

Note: This form is only to be used by existing owner on record.

PRELIMINARY JOINT POLE AUTHORIZATION
PLACE RISER(S) SECTION 3.4
EXAMPLE ~~10~~ F2





Revised January 2007

J/P RISER NOTIFICATION FORM 9

_____ **TO PLACE RISER(S) SECTION 3.4**

	UTILITY	REPRESENTATIVE	PHONE NUMBER
From:	U1	J.SMITH	818-555-5555
To:	U2	M.JONES	714-323-3333
To:			
To:			
To:			
To:			
To:			
To:			

POLE NO.: 1234-U1 **LOCATION:** "A" ST S/S 50' E/O 1ST ST
COMMUNITY BEVERLY HILLS **C/L OF:** "A" ST

1:00	EXIST 2"	**5:00**		**9:00**	
2:00	EXIST 4"	**6:00**	PL 4"	**10:00**	
3:00		**7:00**		**11:00**	
4:00		**8:00**		**12:00**	

COMMENTS:

POLE NO.: _____ **LOCATION:** _____
COMMUNITY _____ **C/L OF:** _____

1:00		**5:00**		**9:00**	
2:00		**6:00**		**10:00**	
3:00		**7:00**		**11:00**	
4:00		**8:00**		**12:00**	

COMMENTS:

FORM 16 – REALLOCATION OF SPACE
EXAMPLE ~~25~~ F3

The Reallocation of Space form is for the Power owners to reallocate their current space of ownership without issuing a JPA. Their space of ownership needs to remain the same and safety clearance must be adequate.

Per JPC guidelines, the 6' safety clearance is from the highest communication attachment up 6'. Power may be attached at the top of the pole thus would own from the top of the pole to the beginning of the 6' safety clearance.

For example on a 55' pole: (useable footage = 24')

- Top grade is 48' Power is attached at 47'
- The highest communication is at 22'
- Safety clearance is 6' up from 22' to 28'
- Communication owns 22-**4**.
- Power owns 48-**20**

Power wants to attach their P-Comm at 23'

- Now the safety clearance zone is 6' up from 23' up to 29'
- Since power ' s attachment is at the top of the pole, there is adequate safety clearance.

Power would reallocate their space as:

- 48-**19** and 23-**1**, Power still owns 20'
- Communication's space and grade would remain the same 22-4

The Form 16 excel file is sent to JPC electronically to update the joint pole record.
The pole record would indicate the record change is due to a reallocation form, month and year.

Unique ID	Pole Number	Status	Height	Company1	Company1GnS	NewCompany1GnS	AncForCompany1	AncForCompany1a	Company2	Company2GnS	NewCompany2GnS	AncForCompany2	AncForCompany2a	Company3
728755	56806M	A	45	MM	L.60	L 39-8 25-1			HLA	.40 24'	24-6			
728776	56887M	A	45	MM		39-8 25-1			VZ	24'	24-6			
728777	56888M	A	50	MM	L.65	L 43-12 25-1			VZ	.35 24'	24-6			
729030	56800M	A	40	MM	L 34-4	L 34-3 25-1			HLA	24-6	24-6			
771311	5682M	A	45	MM	.67	39-9	.50		HLA	.33 23'	23-5	.50 1" AN (N		
771312	5683M	A	40	MM	.50	34-4	.50		HLA	.50 24'	24-6	.50 3/4" ANC(E)		
771313	5685M	A	40	MM	L.50	L 34-3 25-1			HLA	.50 23' GR	23-5			
997594	56885M	A	60	MM	34KV.75	34K 52-21 25-1			VZ	.25 24'	24-6			
1544235	56804M	A	45	MM	39-9	39-8 25-1	.50		HLA	24-6	24-6	.50 1" AN (W		
1640673	56849M	A	50	MM	L 43-9 C27-1 C28-1 26-2	L 43-8 C29-1 C28-1 C27-1 26-2			HLA	24-6 T24	24-6 T24			
1640676	56848M	A	50	MM	L 43-9 C28-1 27-3	L 43-9 C28-1 C27-1 26-2			HLA	24-6 T24	24-6 T24			

Don't need to include these fields if there are no changes

New grade & space: Must include circuits if available. E.g.: KV, L, C27-1, T25-1, etc.

Don't need to include these fields if there are no changes

New grade & space: Must include circuits if available. E.g.: KV, L, C27-1, T25-1, etc.

NOTIFICATION OF G.O. 95 NON-CONFORMANCE - FORM 11
EXAMPLE ~~21~~ F4

(need to update to revised form)

JOINT ATTACHMENT
NOTIFICATION OF G.O. 95 NON-CONFORMANCE

The following condition type(s) has been identified during the normal course of business. Your company or company's tenant may have created a safety and / or reliability condition that could adversely affect power and communication systems. Provided is this notification so your company can take the appropriate action.

Date: _____

To: _____ From: _____

Pole No: _____

Location: _____

CONDITION TYPE (*Check all that apply)* Pole ☐ Anchor ☐ Attachment ☐ Other ☐

Extreme or very high fire threat zones: Yes ☐ No ☐

A. NON-CONFORMANCE

Contact Name_____ Phone No._____

Email_____

B. RESPONSE

Contact Name_____ Phone No._____

Email_____

(April 2013)

Southern California Joint Pole Committee

279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

March 20, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 10:14 a.m. via teleconference. Those in attendance were:**

Ms. Maria Ortiz	MCI/Metro ATS, XO Communications, MCI Telecomm
Ms. Megan LaMon	Crown Castle NG West Inc.
Ms. Aarize Dizon	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Mr. Robert Jystad	Crown Castle NG West Inc.
Ms. Carla Stephen	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Ms. April DeBarge	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Silvana Ray	Southern California Edison
Ms. Shelby Mulvelhill	Southern California Edison
Ms. Chelsea Martin	Southern California Edison
Mr. Michael Pearson	Southern California Edison
Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Mr. Jeremy Harmon	Verizon Wireless
Ms. Yesenia Delgado	Time Warner Cable
Ms. Alicia Smith	Sprint Nextel Corporation/Sprint Communications CO.L. P
Ms. Kay Black	AT&T California
Mr. Todd Dailey	AT&T California
Mr. Barry Consulter	AT&T California
Ms. Shawn Henderson	T-Mobile USA
Mr. Jose Alvarenga	T-Mobile USA
Ms. Yvonne Johnson	AT&T Mobility
Ms. Alyssa Aguliar	City of Colton
Ms. Ariel Dunning	City of Colton
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Mr. Christopher DeLong	City of Vernon (Petrelli Electric)
Ms. Heidi Seropian	Extenet Systems
Ms. Dawn Laffoon	Boldyn Networks US LLC
Ms. Patti Ringo	Sonic Telecom, LLC
Mr. Joe Armstrong	City of Pasadena
Mr. Alex Parra	City of Riverside

Mr. Ben Coffey	City of Banning
Mr. David Campo	City of Lompoc
Mr. Irvin Orzuna	City of Glendale
Mr. Michael Truong	City of Burbank
Ms. Linda McLean	Extenet Systems
Ms. Lynne LaFrenais	Bear Valley Electric Services Inc.
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Ms. Ortiz called the meeting to order at 10:14 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Ortiz opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from any members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Ortiz opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Ortiz asked if any members had anything to bring up at this time.

There were no comments or concerns from any members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) – Ms. Ortiz opened the discussion on Review of Routine Handbook Examples. Ms. Ortiz stated that the updated Routine Handbook was received, and it will be reviewed to get it published and ready to go by the end of the week. Ms. Ortiz asked if any members had anything to bring up at this time.

Ms. DeBarge stated that SCE was wondering if wood & non-wood could be added to Section 7.7 as it was added to Section 7.13. The members reviewed Section 7.7. Ms. DeBarge stated before with Section 7.13 they also needed a Section 7.14 if it was a non-wood pole but after the update Section 7.14 is no longer needed. She wanted to know if it would be a billing issue to add wood & non-wood to Section 7.7 so they do not need to add Section 7.14 with it. Ms. Allen stated that it would not affect the billing. Ms. Ortiz asked the members if they would be ok with this. Ms. Harmon stated that he would like a draft created to be able to review and decide. Ms. Ortiz asked Ms. DeBarge if she would like to draft the proposed revision, which she stated she could.

There were no further comments or concerns from the members.

Agenda Item 5 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Ortiz opened to the members Section 4.0 with Form 48. Ms. Ortiz stated that there was an updated proposal sent and asked if the members were able to review it (see attached). Ms. DeBarge stated what was displayed on the screen was a summary of the various minutes read

through as well as more notes. Ms. DeBarge shared her screen to show the members where SCE is at with their backlogs that they are dealing with. She stated that SCE is trying to focus on JPA's that are oldest to newest. She stated what was shown was the backlog for 2023 and prior. Ms. DeBarge stated for 2024 they have received 263 JPA's with 2259 poles that are in process now. Ms. DeBarge stated that SCE is proposing that the members get back to what Section 4 is, sale and purchase, not including attachment. Ms. Debarge went over the "Proposed 4.X process Flow." She stated that the members would submit the Section 4.X JPA to the receiver and the receiver with the records only Form 48. The receiver reviews the request to approve or deny within 45 days and returns a signed copy and Form 48 to the initiator. Upon approval the initiator submits the final to the SCJPC upon approval within 90 days. Section 18.3 records only Form 48; 45 days is waived upon approval. Once the approvals are received, they are good to final bill their JPA. The JPA final bills, the receiver receives said monies and the pole card is updated. The initiator sends Form 48 when the attachments are complete, and the receiver understands this could be years out but should not exceed 18 months. Upon partial approval, the receiver returns the partial approval to the initiator. The initiator makes updates and/or removes issue poles from the JPA via Form 7. They then proceed with billing for remaining poles or send a Form 7 to cancel the entire JPA. The initiator must not attach unauthorized to denied poles removed from the JPA. Upon denial, the receiver returns the denial to the initiator with denial reason and the JPA is cancelled. The initiator must not submit the denied JPA for billing or attach unauthorized. For addressing the poles on another JPA, she stated this is the bill before/after scenario which causes significant delays in billing and other initiator approvals. She stated that the POAJ (Pole on Another JPA) poles can be removed from the JPA to their own JPA, or the initiator may work with the receiver to have the poles added to other pending JPAs. After final billing, the member owns space. The initiator sends a Form 48 to confirm attachment, which is optional. If the initiator decides space is no longer needed, the initiator creates a Section 13 JPA, submits to the receiver and the SCJPC immediately to correct the pole card and to receive refund of said monies for purchase of space so that it is available to other members. Other members desiring the unused space is for when a member has purchased space and have not attached, they initiate a Section 4.X JPA to purchase the unused space, the initiator must understand that though the owner of that space has not attached, that member has plans to attach and if the space has not been occupied within two years of purchase without valid reason, and another member desires to execute their plans in said space, that space will be sold. Ms. DeBarge stated that this is what SCE sees as the process flow for Section 4. Ms. DeBarge stated that Section 3 operates like this already with the caveat of a new pole being set and with this section a member is purchasing that space, final billing, and they attached when they attach with the understanding that the member is purchasing the space because they have a plan for it and not receiving a Form 48 for Section 3.1 when a member attaches.

She stated SCE does not police when a member actually attaches after that space is sold. Ms. LaMon stated that this reads to her like purchasing interest, which, by her understanding is that they are not to be purchasing interest. She stated that it does state that there is an intent to construct, but that is already noted in Section 4.0. She stated her concern is that it could create a system where space is being reserved and also another issue this could create liability. Ms. LaMon stated that if a member becomes an owner on a pole prior to purchasing they are then an owner on the pole but do not actually have a physical attachment so they are then liable should anything happen in that area or to those specific poles/single pole. Ms. DeBarge stated the first listed point in the proposed 4X process flow, Member desires ownership to conduct business, there was a concern from the members that it could create a system where the space is being reserved, but the members are purchasing for the reason of conducting business. Reserving space would be purchasing the space with no plan to use. Ms. DeBarge asked the members to assist her with this because SCE sells space and as a purchaser, they purchase space with the intent to attach their facilities and conduct their business. She stated that the same thing is happening with Section 3. Ms. DeBarge stated that SCE had over 300 purchase of interest last year that they sold for members purchasing into new poles. She stated that as far as liability, as joint owners they are all responsible for maintenance and whatever is taking place on the joint structure. Ms. LaMon stated that she does not think they should be liable until they are fully owners with attachments. Ms. DeBarge stated that there is a difference between ownership and attachment, which is what SCE is trying to layout. She stated members feel like they should not be liable until they attach, but they should not attach until they are a joint owner. Ms. DeBarge stated that they are not a joint owner until their JPA bills. Ms. LaMon stated that she sees part of the issue that they are having with the backlog is a failure to follow the process in which the Form 48 should have been issued when construction is completed. Ms. LaMon stated that her opinion is that they need to fix that part of the issue, which SCE spearheaded to push the members along to close out their JPA's and become official owners. She stated that perhaps the members need to hold each other accountable to close out those JPA's out on time and follow the process as it stands. Ms. LaMon stated she would also like to hear other members' thoughts on how the process is now as opposed to what SCE is recommending. Ms. Ortiz stated that another thing they could also explore is in Section 18.1E the construction start date and cancellation, right now the timeline is 24 months, and they could look at that and possibly reduce it to nine months, and there is the option to issue a Form 7 to extend the timeline, and they could maybe limit that to 24 months. After 24 months they cannot continue to request extensions on a JPA and at that point they would need to cancel it. Ms. DeBarge stated that this does not fix the issue of a base owner becoming whole nor does it fix the bill before and bill after situation. Mr. Harmon stated that the base owner could deny the JPA after two years, and the base owner could seek relief by going to the pole and identifying

an unauthorized. He stated that would pay for the trip and more, which shows there is a relief path. Mr. Harmon further stated that in the right of way rules they have to be careful with an IOU (which is a power company) can reserve space on a pole for up to twelve months if they identify the need to serve their customers. He stated an ILEC (like PAC Bell or AT&T) can earmark space for imminent construction for up to nine months, but it clearly states a CLEC, CMRS, or cable company must use a space within nine months of the date requested for access or else it will become subject to reversal of its access. Mr. Harmon stated that the right of way rules are the closest thing to the law that they are subjected to other than the assembly bills and the public utility code that the POU's are. He stated that as long as their general understanding and framework respects this. Mr. Harmon stated that when Ms. LaMon was explaining if they did acquire that space, but they did not build on it within nine months, then they need to provide the reversal of access, so the space becomes available. Mr. Harmon stated that these are listed in Section 7 of the right of way rules and referred to as reservation of capacity for future use. He stated that the full intent is the inability for someone to attach/get on a pole. Mr. Harmon stated that these are the bottom-line guidelines so that they all do their best to use the space and that there are locations such as a CLEC and other locations where points of access for various reasons will not be feasible. They will have to relocate that location and change routes potentially. He stated that certain POU's will not allow fiber to be constructed until they get the node location built. Mr. Harmon stated that various pieces of equipment or infrastructure are subject to different time frames to be deployed. He stated as much as they would like to build the fiber quickly, they may be waiting for a year or two to get entitlements for the cell sites and the local public utility does not want them to construct those facilities until they are completely certain at the hearing, the local constituents do not have a problem when they decide to add a cell cite for better coverage. Mr. Harmon stated that they are aware that there are locations where there was an intention to build but that intent is no longer there, and they should obviously cancel the JPA. He stated in general speaking they want to make sure that they are not inadvertently transacting and taking up space on a pole that is not being utilized because some other member or attacher may come and view it as a negatory situation. Ms. DeBarge stated she wanted to thank the members that have partnered with SCE to try and clear up Section 4. Ms. DeBarge stated she is still not understanding the need to attach must just be a benefit for the purchaser because it is not a requirement for SCE. She stated that she does not know if it is a requirement for any base owner because it is already happening with Section 3.1. Ms. DeBarge stated that SCE had members that billed last year for selling six feet of space and they billed but nothing attached, nor did they get a Form 48 from a member. She stated that works fine for SCE and that the construction is the setting of the pole so when they send out their Form 48 that is when the JPA is ready to bill regardless of the purchaser has attached or not. She stated they are joint owner now and they can do what they need to do in

their space. Ms. DeBarge stated the same thing needs to happen in Section 4 in accordance with the section purchase and sale of space. Ms. DeBarge asked if there were other thoughts. Mr. Treepaisan stated that he is still trying to digest everything involved with this, but after speaking with Ms. DeBarge and going over what was put together in the meeting minutes, he stated he thinks he understands what SCE is trying to do. Mr. Trepaisan stated that what he understands is the main goal of this is to get the billing for the purchase of interest up front. He asked if that was the main goal. Ms. DeBarge stated that he was correct, that this was to get the billing out of the way and the pole card updated. Mr. Treepaisan stated that he was at first confused on what direction SCE was trying to go in, but it seems they want the billing up front, with a bill of sale type of direction where they sell the space and the members build in it, and funds collected. He stated he understands where SCE is coming from but is still working on figuring things out. Ms. DeBarge stated that this kind of comes with a money back guarantee. She stated SCE does not see a lot of cancellations from the members when they submit their JPA and what they do not see is the billing piece of it. She stated if it is decided that the customer changes the route or they are unable to get their permits, and if it is within five years they can do a correction of records to get their money back. They would just do a correction of records to reverse their JPA and get their money back. Ms. DeBarge stated that she is trying to understand the way things are being done now because it has caused much confusion. She stated now every pole has to have pole loading submitted so if it was a roadblock in the past, it no longer is one now. Ms. DeBarge stated as far as members going out and buying up all the space and not doing anything with it, that should not be an issue now, because if a member buys the space they have to use it and are a joint owner, she stated that she would not think there would be hoarding of space. If the space is unused, then another member can ask to purchase it. Mr. Bacon stated that he got about halfway through Ms. DeBarge's sent attachments. He stated that as it was brought up earlier, the liability, where if they are not on the pole, but they own the space, then the only reason the liability comes in is if the pole fails or there is a GO 95 infraction that causes an extreme case bodily harm. He stated that if a member is on a pole and they have not attached yet, he believes they would be indemnified because they are not on the pole, so they could not have caused the overloading. Mr. Bacon stated he is trying to think if he has ever had or seen a case of liability where someone is not on the pole. Mr. Bacon stated that he does tend to go to a lot of court cases, and they do tend to go after everybody that is on the pole, and they will not let go until the dust is settled. Mr. Bacon asked if the members had any case where they were not attached to a pole, but they were included in a liability case. Ms. DeBarge stated that she remembers a conversation about one of these scenarios in one of the fires, where the member was not attached, but she does not know what ended up happening with that. She stated that a member was on the pole card, but no attachments and she does not know if they were liable for the damage being discussed. Mr. Van Stryk

stated that he wondered if even sending the Preliminary Form 2 could cause lawyers to come after someone because in order to get on the pole card they would had to send the form and even if they were not attached they would end up getting involved. Ms. DeBarge asked if Mr. Van Stryk meant even if a JPA is pending they would get involved. Mr. Van Stryk stated that in today's system even though it has not final billed they would probably still end up in the list of paperwork. Ms. DeBarge stated that SCE has seen that as well where they look at the pole card and look for what is pending, tenants, foreigns, and that not being a joint owner does not provide safety. Mr. Harmon stated that he has responded to 50-60 data requests, which is the nice name for a subpoena from the Public Utilities Commission. He stated the members have to remember that if they are asked a question they have to answer it honestly and all they need to do is ask specific questions which they are getting better at, like who is on the pole, who shows ownership on the pole, and if there is a record that shows someone purchased a spot on the utility pole and the transaction happened, it does not matter if they are attached or not, they are a joint owner on record. Mr. Harmon stated that if money transacts, they own it whether they are using the space, and if the pole is involved in something, then they are joint liability. He stated that if they can explain their way out of it, they will then have to explain to the commission why they have all that space on the pole purchased but not used. Mr. Harmon stated that they are then talking about not giving the space back after nine months. Mr. Harmon stated that he could see their parent company attorneys not wanting them having transactional ownership in a structure that they are not physically attached to. Ms. McLean stated that her understanding about the nine months is that it is not a rule, but if someone else wants the space they can take it if the attachment has not been made. She stated that is because it takes a while to attach and get everything done. Ms. McLean stated that this was explained to her by PG&E. Mr. Harmon stated that from the point of request of access is granted, after nine months it is subject to reversion of its access. Mr. Harmon stated that he would take it that they no longer have approval to attach, and they may need to request that access or confirm it is still available because at that point it is technically open to any other attacher. Ms. McLean stated that was not how it was explained to her. She gave the example of if someone is planning to build on 18th Street and nine months have gone by and there is no strand or movement and if someone else wants the space at that time, they can request it. Mr. Harmon stated that licensors or IOU probably have the ability to determine that based on the request and time limit. Ms. McLean stated that SCE has been working with Extenet closely to get some of their jobs and stop holding up the show for each other, which is appreciated. Ms. McLean stated that her biggest problem is the Bill First/Bill After. She stated that in Northern California they do not have that issue. She stated that if she applies and gets approval to be at 22 feet and she is done then she should be able to close out her job and not wait. She stated she thinks that would clean up the mess quickly. Mr. Harmon stated that maybe there is a way and what it comes

down to is the attacher making the intent but not completing the Form 48 confirming their spot on the pole and their monies. Ms. DeBarge asked if Mr. Harmon was describing the scenario of initiator is working with the receiver to move their poles to another JPA. Mr. Harmon stated the driver was not as much not getting paid for the work being completed but the member purchasing space is not completing that transaction. Ms. DeBarge stated that SCE had 2500 JPAs on hold, and it was not so much the members purchasing onto older poles, it is the piece that is holding up capital. She stated SCE needs to bill the JPA and get the record updated. Ms. DeBarge stated that there is this traffic jam that is going to continue as long as they perpetuate this old way of doing things. She stated that it is no longer 2023 because this system did not work then and is not working now. Ms. DeBarge does not know where they have to attach before they pay ever came from. She stated that she sees where the thought pattern may make sense to some of the purchasers, but from a base owner's perspective, it does not make sense to have a member float a JPA. Mr. Harmon stated that the relationship he sees with this to SCE would be SCE is doing work on a pole and there was a prior transaction, Bill First, which is holding up SCE's transaction. Ms. DeBarge stated that is one of the instances, but it is also what the section says which is purchase and sale and adding the attachment in there is throwing off the whole process. She stated she keeps going back to Section 3.1 because it is the same, they are purchasing space and they are joint owner with their time frames and plans to execute, which is all on them and no longer holding up the base owner nor are they impacting the pole record. She stated they are also not holding up other members from doing what they need to do. Mr. Harmon stated that it is a Preliminary Joint request for approval which in the name it intends. Mr. Harmon stated that when they complete the work then the monies would transfer. Ms. DeBarge stated that the work of Section 4 is purchase and sale and upon those approvals they close out their JPA and preliminary, turn in the final and submit it for final billing. Then they are done with that. Ms. DeBarge stated what they are going through today with JPAs getting cancelled and reaching out saying they are done but the JPA got cancelled two years prior under Section 18.1E. Ms. DeBarge stated that they are left with what do they do now and all that would go away because they own that space, and they can be in their own timeframe. Ms. DeBarge stated that she does not know how long it takes for a member to go through their permits and everything that they need to square away before they can actually make an attachment and conduct business. She stated that the base owner would not interfere with that versus going out and billing the JPA on a member's behalf because that is a lot of work to go through and type up a members JPA and who will say it is accurate. Ms. LaMon stated that if they are talking about potential process changes to Section 4.0, she asked if they could entertain that this would move forward and they change the processes and that SCE is working with multiple members to close out JPAs, she wanted to know if all those would then be retroactively liable to the new process change or would they still hold to what was understood when those JPA's were

created. Ms. DeBarge stated that there would have to be a clean-up period and they are not going to rush out and just cancel everything. She stated the thought here is to work together as SCE has been trying to get this cleaned up. Mr. Harmon stated that with regards to the transaction of monies, if it is going to be relatively immediate, then as an attacher they would want to see that approach done on everything. Mr. Harmon stated that if they have a JPA of ten poles and three of them require the poles to be replaced and SCE to do the work, they would not want to pay for all of that until the work is completed. He stated it can be within 45 days and nine months, but if it takes two to four years then he does not think he would be comfortable paying for that. He stated he would be hard pressed to explain to his customer that they will pay for it now but will not get onto it for two to four years from now. Mr. Harmon stated that they just got a JPA where the initiator stated they would replace the pole eight plus years prior and it just recently happened. Ms. DeBarge stated that internally they had discussed what they consider construction and that those time frames they need to clean up as well. Ms. DeBarge stated that they have JPAs like Mr. Harmon described where there is a replacement where they are asking when is it going to happen. Ms. DeBarge stated that they are getting together with their construction teams and following up on any issues happening. She stated that if they have approval to purchase, it is for the existing pole. Mr. Harmon stated that just like for any sort of application for any available asset, they have the right to not only purchase or get access (by lease) and then the make ready that they need. Mr. Harmon stated that they may need a Section 7.3 for a taller pole to place their antennas there or maybe a Section 4.X to purchase interest. Ms. DeBarge stated that she knows the scenario Mr. Harmon is talking about, but that she has not seen a lot of those. She stated there will be one offs like this. She stated that there will be times where it is supposed to be done but they cannot get permits. Ms. DeBarge stated that this will not make things perfect, but it will bring them back in alignment with what Section 4 is and also gives the purchaser/attacher flexibility. The pressure is taken off of them and they do not have to circle back now because what may be happening with these things is they are long forgotten about. The JPA was initiated, attachments made, contractors switched, and paperwork went with them. Ms. DeBarge stated that by moving back to what she believes is how the Routine was supposed to work in the first place, it gets rid of the pressure. She stated that she believes that this is the way it is supposed to work from the minutes that she read and by looking at Section 3.1. Mr. Bacon asked if all the members have access to the handout Ms. DeBarge went over. She stated that everyone should have that, and that SCE has chatted with members to go over their specific pros and cons and if there was anyone else who wanted to chat, then they can reach out. Ms. DeBarge stated that SCE is open to suggestions and feedback. Ms. DeBarge stated that she will send Ms. Pranata her version of the handout with the notes discussed added. Mr. Bacon asked the members to look at the notes and this will be deferred until the next meeting for further discussion.

Agenda Item 6 – Miscellaneous Issues –

- **Time limit & 18.1D clarification for Form 2 and Form 7** (N. Van Stryk – City of Vernon 5/23/2023) Ms. Ortiz stated Mr. Van Stryk was going to add additional information. Mr. Van Stryk stated that he was going to let the discussion with Section 4.0 play out and that clarification could fix this issue. Mr. Van Stryk requested to table this.
- **Notating risers for the Form 2 and Form 9** (L. LaFrenais – Bear Valley Electric – 10/18/23) Ms. Ortiz opened this item and stated she thinks this was covered with the revisions and that this could be removed.
- Ms. Ortiz asked if there were any other miscellaneous items. There were no further comments or concerns from the members.

Agenda Item 7 – <u>Review of Action items</u>/JPA Alerts –

- Ms. Ortiz will review the revised Routine Handbook and return to Ms. Pranata. The goal is to have it published by the end of the week.
- Ms. DeBarge will revise Section 7.7 to include wood/non-wood.
- Ms. DeBarge will send out the notes made during today's discussion to Ms. Pranata to be forwarded to the members for review and come back with feedback.

The Meeting adjourned at 11:10 a.m. until April 17, 2024.

<u>Transcribed by Anali Spencer – Committee Staff</u>

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

Topic	Notes	Routine Meeting Year	Page
Unbilled JPA	Ms. Hernandez inquired as to the proper procedure to take when encountering the situation of a member who is not final processing a JPA upon completion. This practice by members is hindering the processing of other JPAs. She also stated that without the processing of the JPA, a member is conducting business without paying the costs. Her question is whether this situation should be addressed in the Routine Handbook, and if there is a time limit to final a JPA.	2000	6
Unbilled JPA	back in the day: the impact on member utilities when a JPA is not completed within a reasonable time. Ms. Dell responded stating that many times one single JPA that is not final billed, could be responsible for the delayed processing of several JPAs. She said that something is needed in the Routine Handbook that will motivate members to complete the JPA process. There is a revenue impact in that members are not getting paid as promptly as they could…in the past complaints were handled at Board meetings, however; it proved to be counterproductive…	2000	11
Unbilled JPA	18.1F: SCE has 3,500 foreign JPAs...He instructed his staff to separate those JPAs that are pending, and notify the initiating member to either final bill or cancel the JPA, or SCE would final bill the JPA exercising section 18.1-F. His objective is to decrease the backlog of foreign JPAs, which ties up resources due SCE, and other members.. Failure to Final JPA upon Completion of Construction was removed from the title… this situation was creating additional, unnecessary work among their staff. It seems in Jun3 of 2005 the handling of 18.1F was ineffective, causing extra work for all members involved, so there was a suspension of the section at that time, to restructure the process of handling these JPAs.	2005	10
Unbilled JPA	The members discussed extensively, the concern of final billing JPAs out of sequential order, for clarification. This issue would be discussed further.	2007	13
Unbilled JPA	originally the 18-month time frame was instituted in a two-party world; however, today the wireless bear the majority of the research, the 18-month time frame appears insufficient. She further added that in the near future, she would like to address the possibility of extending the time frame. It was agreed to discuss this issue at a later date…. Ms. Jennie Davis from DWP stated that her organization has many outstanding foreign JPAs.	2008	5
Unbilled JPA	He described a scenario to the members where a member initiated JPAs in 1999 and never final billed them, in the interim SCE replaced the poles with lightweight poles and discovered the member unauthorized, and corrected the problem. He inquired, in this type situation, what constitutes an unauthorized attachment should a pole be involved in litigation, and if this is an unauthorized attachment. Ms. Prouty responded that when all the members have signed and approved the JPA, the document is legally binding whether it was final billed or not. Mr. Chow inquired if it appears fair that when a member is discovered unauthorized, that in the interim, the legally attached members funded the maintenance while the illegally attached member did not pay maintenance for the specified time period. The members agreed that this scenario appears unfair. Ms. Chow stated that attachment is a two way process, 1) request attachment, and 2) pay for it...outstanding JPAs contingent on other JPAs being final billed. Ms. Hernandez stated that tracers should be utilized to aid in this situation. Ms. Prescott stated that perhaps members request a deposit on the front end of the process...	2008	6
Unbilled JPA	the lack of response within the time frame due to lack of resources has historically been the cause of members not following the Routine	2008	38
Unbilled JPA	Section 4: He further stated that construction does not have to be complete in purchases to issue a Form 48. He further added that he and Mr. Wolfe have discussed instances of purchase of interest, and perhaps another approach toward purchases could be entertained with the possibility of revising the process of purchasing interest. Mr. Cashmer questioned if construction is not complete, a Form 48 completion is required? Mr. Chow responded that per the Routine, construction verification is required prior to completing a Form 48 for the ability to finalize a JPA. He added that perhaps to circumvent delays in purchase of interest JPAs only, once the JPA is approved, then after the 45 days period has elapsed, that specific JPA must be finalized. Ms. Hernandez interjected that it is permitted to complete a Form 48 records only. Mr. Wolfe stated that this method is utilized in the North...Ms. Haney presented a scenario where NG reserves space on a pole, and might build in a year or two. However, in the interim, NG has taken the last available space on the pole, and now T-Mobile desires to attach. She added that now it is incumbent on TMobile to replace the pole, because NG has reserved space. How often has this occurred? Mr. Wolfe responded that the space belongs to NG, and there is nothing to compel NG to sell their space. Mr. Rodriguez stated a situation where NG and T-Mobile desired space on the same pole, which required replacement. In order to determine who would bear the cost of replacement, it was confirmed who was first to submit their proposal. In this situation is was NG first with T-Mobile following, and T-Mobile was obligated to arrive at a Plan B…. Ms. Hernandez stated that the idea of reserving space is good, however, it should notate on the pole record the space reserved. This would allow planners to know that space is owned, even though the owning party is not attached….	2008	54
Unbilled JPA	Section 4: He added that per Mr. Wolfe's suggestion in regards to purchase of interest, there is no need to wait until construction is complete before finalizing a JPA. He stated that after some thought; he is of the opinion that there might be other sections that could fall under this scenario, such as relinquishment where the sale or relinquishment is not dependent on any work being done...aid in expediting the JPA process...where members initiate the JPA, attach facilities, but do not finalize the JPA, in the interim they do not share in maintenance costs, only the owners on record bear the costs…finalizing the JPA and getting money exchanged. Ms. Hernandez recapped stating that today members are able to initiate a records only JPA. If there is no construction, there is no need to wait thirty days to final bill if all signatures have been acquired...	2008	61

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Unbilled JPA	Mr. Rodriguez responded that in the wireless world, 18 months is not sufficient time. He added that it takes about two years to get entitlement, so the wireless members are unable to construct. Mr. Wolfe suggested that if the wireless members in the two-year interim discover that they will not utilize the pole space, to relinquish it since it is a small portion of construction expense. Mr. Rodriguez questioned if Mr. Wolfe is suggesting finalizing JPAs prior to construction? Mr. Wolfe responded in the affirmative...Mr. Wolfe stated that there are obligations that if you reserve space to construct you enter into ownership. Mr. Chow stated that he agrees with Mr. Wolfe and Mr. Hunter that an open time frame for finalizing 4.0 is unacceptable from an owner's perspective...If you initiate a JPA you are an owner. Mr. Wolfe responded that until you finalize the JPA you are not an owner on record. Ms. Hernandez stated that the JPA is a pending JPA even if you are not an owner on record. Mr. Hunter responded that until the JPA is finalized one couldn't finalize subsequent JPAs that follow. The holdup is sometimes five to six years later. Mr. Wolfe reiterated that by reserving the space by finalizing the JPA is the right thing to do. Mr. Rodriguez stated that paying a reservation cost up front is not a problem, but paying for all the other costs of construction does not sound reasonable if the work would not be done for two years...Ms. Haney stated that she is certain that her organization would not agree to costs for construction that has not yet transpired. Mr. Wolfe responded that leaving JPAs floating is clogging the system and this is not the original SCJPC design, or to instill an automatic cancellation. Mr. Chow stated that reserving space, and inhibiting other members from using the space, and this includes fellow wireless members, there should be an associated cost up front... The members discussed the difficulty for the wireless members and the problems for the base owners...	2009	52
Unbilled JPA	He added that he would be proposing for section 4.0, that after the JPA has been reviewed and approved and there are poles that require special attention, that they should be removed from the JPA and addressed separately. This would leave a JPA where the purchasing party is able to move forward. After the 45-day period has elapsed, a member party to the JPA is able to finalize the JPA...	2010	6
Unbilled JPA	Mr. Chow reported that he has contemplated two methods for this billing. One is a fundamental change to how members are to operate, primarily those major pole owners. The method would be for purchases of interest only, that the selling party would be responsible for completing the final JPA. He added that the major communications members might be of the opinion that the purchasing party should continue to final the JPA. He added that it could continue as is where the purchasing party final bills the JPA, with the caveat that the selling party is to have the option of final billing the JPA, as any other member party to the JPA.	2010	11
Unbilled JPA	The purchasing of poles, 4.0, prior to attachment and any work completed, records only type job. She suggested in a 4.0 JPA to move forward with final billing without waiting for the Form 48, since the space is being reserved. She added that a Form 48 can be submitted noting "Records Only" on field work required, then final bill. In her opinion this should be stated in the handbook. She reported that Mr. Chow proposed members must purchase the pole if they want to reserve the space. If another member chooses to purchase, that member with reserved space is joint on the pole…	2010	15
Unbilled JPA	Section 4: Purchase of Interest for future use Ms. Hernandez stated that if her organization issues a Form 48 records only and on the remarks state the desire is to purchase space for an antenna to be built and complete at a future date, but the final bill would be as originally written. She added that this process does not delay other JPAs from being processed in the proper sequential order. Mr. Chow stated that he and Mr. Wolfe had discussed the topic of purchase of interest JPAs. He added that both agreed that this situation does not necessarily dictate the purchaser build to final the JPA. He added one could own space and not be attached at that moment in time. He added with that in mind, he and Mr. Wolfe agreed that one could purchase and attach when desired. He further added that this process is in place today, and if one realizes that in the future they no longer desire the space, there is the option of relinquishment. He added that this process has been in place and works successfully.	2011	21
Unbilled JPA	Ms. Hernandez then moved on to the second agenda item, Interpretation of Routine Handbook. Ms. Hernandez stated this issue is a standing item and addressed at every meeting. This issue addresses any foreign JPAs that should be and are not yet finalized. She reminded the members that it was decided at prior meetings that a JPA may be final billed even if construction is not complete to reflect purchasing the space. She inquired if any members had any other comments or concerns. There was no discussion on this item	2012	11
Unbilled JPA	Section 4: Mr. Chow suggested the if members wanted to purchase interest but not yet construct a section 4.0(A) be created and used for such instances.	2013	30
Unbilled JPA	currently members could potentially construct on a pole and not pay for it for multiple years until the JPA final bills. Ms. Prescott suggested the billing portion of the JPA process happen upfront. She explained, members would purchase space and be billed for it but the JPA would be pending until construction was completed. Ms. Prescott stated with this process, members would always know of any pending jobs on a pole. Mr. Eastwood pointed out under the current system Telecommunication companies are not required to notify owners if construction has occurred within the space they own, as long as it passes loading.	2014	3

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Unbilled JPA	After some discussion, it was suggested to final bill the JPAs records only. Ms. Hernandez stated the records only discussion led to pole loading discussion. She explained the pole loading discussion was if a record only pole record was created and another member wants to add or attach to the pole, the pole record would not reflect what is in the field. Ms. Hernandez also reminded members of the issue of notifying other members once the work is complete and the pole loading is up to date. Ms. Prescott stated one of the reasons for implementation of this meeting was to find a way to purchase space and receive payment for said space while the JPA is still pending completion of construction. Ms. Prescott continued, stating members would also be able to participate in maintenance since they would be owners of record... Ms. Prescott clarified; a preliminary Form 2 would be submitted showing the amount of space needed, a bill of sale created to show ownership, and a new form created for notice to construct. Ms. Prescott noted once the notice to construct was submitted, this would notify members to submit pole loading and the show what their intent is within their space. A Form 48 would be submitted notifying members of completion of work...only have this policy for purchase of interest section 4.0. She noted this could be a change in process on how Form 2s are issued. Ms. Prescott stated the idea behind this way of processing JPAs was to separate purchase from construction. The members discussed if the routine had to change should billing and construction be separated. Ms. Prescott suggested if the routine remained the same, the implementation of a notice to construct and a notice to purchase be added to the routine... Members would not need to keep record because the JPC database would have the pole record. Once members were ready to construct, the pole loading should be submitted with a new JPA indicating said member was ready to construct. Since before and after a member purchases nothing on the pole changes, the ready to construct pole loading will help members verify the facilities on the pole to ensure the new work can be completed without overloading the pole. After construction verification, an adjusted final bill would be submitted with itemized costs.	2014	7
Unbilled JPA	power companies had foreign JPAs that were not being final billed. She continued, explaining this was an attempt to reduce the backlogged JPAs by potentially final billing them under the proposed section 4.0(A) “records only.” Mr. Eastwood stated communication companies want to reserve space. The power companies want members to participate in maintenance costs and have JPAs submitted in a timely manner. Mr. Eastwood believes the best route to take to achieve the reservation of space, participation in maintenance costs and processing finals in a timely manner, would be the implementation of 4.0(A).	2014	10
Unbilled JPA	Section 4: Mr. Chow stated currently nothing is in place requiring members to notify other owners if adding facilities for sole benefit. Mr. Chow stated a key portion to the proposed 4.0(A) is pole loading, and verifying what is in the field is what is retained on record. Ms. Hernandez suggested amending the verbiage for section 18.1F removing the completed construction clause allowing the JPA to be billed 4.0(A)...because when a job is designed it has to take into consideration everything that could reasonably be put on that pole. Mr. Chow continued, stating because there is knowledge that the other member purchased interest, their pole loading also needs to be accounted for. Ms. Hernandez suggested Sharefile as a way to view pole loading making calculations readily available for all members to view...He continued, suggesting revising the verbiage in section 4.0 to include the implementation of a timeframe.. suggested members could purchase space, participate in maintenance, and submit pole loading for what is in the field. If the members entitlements do not happen or the job is canceled the owner can relinquish the interest. Mr. Chow reminded members the item was in association with foreign JPAs...Mr. Chow inquired if a foreign JPA does not get billed would Edison be able to issue a Form 48 and bill the JPA records only 18.1F. Ms. Hernandez stated after the timeframe passed Edison would be able to issue a Form 7 indicating the timeframe passed and requesting the JPA be final billed by the next billing cycle or the JPA would be final billed by Edison 18.1F. If no response is received from the Form 7 Edison would be able to move forward in billing the JPA 18.1F...	2014	24
Unbilled JPA	the process is already outlined in the Routine Handbook, the problem is members are not following protocol...subcommittee where members discuss old foreign JPAs and rectify why the JPAs are being held up	2014	28
Unbilled JPA	discussion led to members not wanting to use section 4.0(A). Ms. Pearson stated emails were sent out to members notifying members JPAs have not been final billed and if the JPAs are not billed by XX date Edison will final bill the JPAs 18.1F.	2014	30
Unbilled JPA	members agreed to leave section 4 as it is...Mr. Chow inquired if a Form 48 is truly required for a section 4.0 JPAs. He continued, stating if a member is reserving space and they do not intend to build in the near future, a Form 48 should not be required to final bill the JPA... She continued, asking after approval at what point could the JPA be final billed. Ms. Pearson suggested JPAs could be final billed 1 calendar year from Date Sent dated on the JPA even if construction has not been completed...processing the purchase of interest JPAs in a first come first serve manner. He continued, stating members would not be able to reserve space. Rather the company that pays for the interest first gets the rights to attach to the pole. The members stated that the Date Sent of the JPA is what dictates which JPA final bills first...Edison agreed to rework verbiage for sections 18.1 (D-F), 18.7, and section 4.0...	2015	40
Unbilled JPA	Mr. Chow inquired if a member is purchasing space why is a Form 48 needed. He also stated a member purchases interest section 4.0 to own space. He continued, stating many members own space on a pole and are not attached...Mr. Chow suggested a timeframe be implemented on the Form 48 when purchasing interest indicating after XX days the JPA will be final billed whether or not construction has been completed... Mr. Chow stated G.O. 95 dictates pole loading is to be provided at the time construction is done. Mr. Hunter stated even though a member is an owner of record, capacity on a pole cannot be reserved for them...	2015	87
Unbilled JPA	the process taken when an initiating member fails to final a JPA. Ms. Hernandez stated it is not the wish of a participating member to final bill a JPA for the initiating member; however if needed a participating member may exercise this option. Mr. Chow stated that in the time that Edison has been notifying members of their intent to final bill, and the initiating members reply that they will final; after research by Edison, the final billing does not transpire in many instances...	2015	91
Unbilled JPA	After review, the members agreed that a Form 48 is required for all sections except 4.1, 5.1(C), and section 13. The members also agreed that all other sections require a Form 48 but the 45 day timeframe can be waived with an agreement by all members.	2015	99

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Unbilled JPA	the space is not owned until it is final billed and a place marker cannot be added because it would be considered reserving space. Mr. Williams stated that if the JPA is final billed then the space is owned whether they attach or not. Ms. Mueller inquired if this negates the necessity for a Form 48. Mr. Williams stated that when they do attach they can do a Form 48 to inform the other members of the attachment. Ms. Hernandez stated that this would only be for purchasing not for replacing a pole.	2018	91
Unbilled JPA	Ms. DeBarge asked if billing of a purchase of interest JPA based on construction. Ms. Hernandez replied not always, it could be a records-only...anything can happen within that 24 months and if they went ahead and processed with their JPA that way when they purchase they will at least have the correct information... one of many issues from the process as a whole and a lot of it needs to be updated. The process as it stands is trying to accommodate something that is no longer valid and current in the industry…	2020	53
Unbilled JPA	Denials: denials are going back and forth, he thinks his main goal is to help streamline the denials that are going back and forth to make things a lot easier for all the members involved...When they initially submitted their loading, they did it to the best of their ability. For another member to come back and say it is no good and they need to revise it, but not tell them how, is not playing nice in the sandbox because they would do the same as well. With the denials concerning pending JPAs, he feels that if a JPA is going to be denied based on the mention that there is a pending JPA somewhere out there, that JPA must be dealt with. It cannot be a JPA that has been denied. He does not think it is fair for everyone just because they cannot revise their loading based on a pending JPA that has loading that did not pass… the back and forth with the denials hurts any project or any job that they have moving forward. It kills it and definitely needs to be looked at…	2020	99
Unbilled JPA	Mr. Carrion stated that Crown Castle does not issue JPAs for builds that they do not intend to do. Mr. Serrato stated that everything is initiated because they have already secured business. Mr. Carrion stated that they have plans in place and everything has been designed, it is at that point they initiate JPAs, and they assume that is the same practice for other members. Mr. Serrato stated that is evident in their project numbers build into the JPA...Mr. Carrion stated that because they do not issue JPAs they do not intend to do, it does not mean there are not any delays. Sometimes things do take two years or a little over.	2021	137
Unauthorized	You are illegally attached if you have not purchased interest. This was an ongoing conversation since 1999 revolving around the Pulsiver decision and the $500 penalty fee to be charged to utilities that are illegally attached (unauthorized), that members should not be treated differently than non-members in regards to illegal attachments.	2001	1
Unauthorized	She added that today, she is of the opinion that the current penalty for section 4.1 is no longer a deterrent toward unauthorized attachment. She shared a personal experience in which she overhead a construction personnel remark, when accused of this violation, quoted “so bill me”. It appears the benefit of attaching illegally outweighs the unauthorized attachment penalty, since the incoming member is conducting business and collecting revenue immediately, rather than waiting for the entire JPA process to be completed. She added that she is now of the opinion that this issue requires serious consideration. It appears that the 50% penalty is no longer a deterrent to illegal attachment.	2007	7
Unauthorized	Ms. Goetz stated that what prompted this issue is the method of attaching Altrio Communications had practiced in the past, which resulted in loss revenue to members. Ms. Prescott stated that members are attaching prior to processing a Form 2. Since the action is not approved, then it is an unauthorized attachment.	2007	8
Unauthorized	He added that all members have encountered a purchase of interest JPA that has remained open for one to two years. He further questioned that at what point in time should a lengthy purchase of interest JPA be considered a 4.1.	2008	53
Routine Interpretation	JPAs finalized as Section 18.1-D. The members agreed that the primary problem with the routine sections is the interpretation, and the original intent. Since revisions are updated, and effective the first of every year, the consensus is to publish on the SCJPC website, the intent and interpretation of the section in question. This would require adding a new interpretation section to the website. Mr. Chow added that on the web, it would state the section verbatim, and the ad hoc’s agreed upon interpretation.	2006	6
Routine Interpretation	Mr. Brown stated that the Routine is a planner, and must be clear and concise enough in order to leave nothing to the imagination. Mr. Chow stated that in his opinion it is not written as such.	2007	9
Routine Interpretation	Mr. Chow stated that the Routine was written to lend itself to the method business was transacted between members thirty or so years ago. In his opinion, it does not fit in today’s world of joint pole transactions, especially the wireless organizations.	2007	26
Routine Interpretation	purchase of interest with an estimated planned construction start date	2013	35
Routine Interpretation	Ms. Hernandez stated the ultimate goal is to have the entire foreign JPAs final billed so all members incur ownership costs. She was of the opinion that billing and field verification need to be separated.	2013	37
Routine Interpretation	Mr. Chow stated he is in favor of members purchasing the space if they plan to construct rather than reserving the space. Ms. Hernandez agreed stating members could relinquish if they did not need the space.	2014	3

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Policing Members	Mr. Brown stated that Edison's major concern is the over-lashing and overbuilding on poles. Ms. Dell stated that another concern is the wind loading issue, and testing for wind loading on leads. Mr. Bengtsson commented that this is a GO 95 issue. the members do not police one another. That members are aware of their individual responsibilities. Mr. Bengtsson stated that policing could create problems. The decision is to discuss this issue with Edison, locate any major concerns, and to leave this issue on the agenda for further discussion.	1999	18
Pole on Other JPA	JPA not final billed denoting owned space: Mr. Chow stated that he disagrees, because a member should not list on the header if said member is not a member on record. Ms. Hernandez explained how she denotes the pending JPA on the later JPA. She added that this is necessary so that no two members vie for the same space and grade, which could happen when members are not informed.	2007	17
Pole Loading	Section 4: After discussion, the members agreed that section 4.0 "records only" would be a good idea and when final billed, the pole loading needs to be uploaded to Sharefile.	2013	26
JPA Alert	05/15/2013 Alert: ISSUING A FORM 48 AFTER WORK IS COMPLETE: If a Form 48 has been issued stating that work has been completed on behalf of a member, the initiating member does not need to issue a Form 48.		
JPA Alert	10/17/2018 Alert: POLE LOADING WHEN THERE IS A PENDING JPA When initiating a JPA and you find that another member has a pending JPA and not yet attached, request their pole loading. Include the pending member's pole loading information on your pole loading. Discussed in Compliance Committee meeting on 9/18/2018.		

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Item 1793 Section 4 – JANUARY 2024 NOTES

Supporting information for this discussion.

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach when necessary according to their project plans. SCE does not monitor a member's attachment. The member is obligated to abide by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners. SCE is not asking for a change in the section. We are proposing the member process comply with the rules.

- The scope of Section 4 is sale and purchase of interest. The section is currently being used for construction.
- SCE has 12,083 active purchase of interest JPAs submitted by various members, dating back to 2010.
    - 3,876 purchase of interest JPAs must final bill before another member's JPA (1,657 F48 have been received for the 3,876, which is another problem to solve for…).
        - Members are being denied new business purchase of interest because they are not aware other members have submitted a JPA to purchase space, so they are not including a pending member's purchase on their JPA. The JPA is returned to the member due to inaccuracy. Extra work and resubmission could have been avoided if the JPC pole card was accurate.
- SCE has 2,510 replacement JPAs held up due to a member's purchase of interest JPA not yet final billed. With these, a member is attempting to purchase space into and attach to a pole that may no longer be in the field. (see scenarios below)
    - 1081 have no F48 but extension requests were received

Other sections where attachment is completed *after* final billing:

- Section 3.1. JPA final bills with a member's grade and space on the Proposed side of the JPA without attachment being completed.
    - Form 48 is not sent/received when member attaches.

Requiring a member to attach before closing out the sale of space is not aligned with verbiage of section 4.

Section #	The Rule	Member Process	Advantage of Member Process	Disadvantage of Member Process	Recommendation	Advantage of Recommendation	Disadvantage of Recommendation
4.0 - Purchase or Sale of Interest	Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned.	Used for member construction.		*Not in compliance with the Routine: Purchase and Sale *Delayed billing to close out purchase and sale *Complications with other member JPA approval and billing (bill before/after) *Constructing in space not owned (unauthorized) *Purchase pending for poles that have been removed *Pole Records inaccurate (cannot be updated to reflect joint ownership until JPA finals)	Return to and adhere to the boundaries of what the section says: Purchase and Sale of Interest. Timely submit final JPA to the SCJPC for billing to close out the sale and update the pole record on the website.	*Alignment with the Routine: Purchase and Sale *Timely billing to close out purchase and sale *Lessen the likelihod of denied JPAs for bill before/after *Member attachment will be in owned space within Routine timelines *Visibility of joint ownership to all joint owners on JPC record	*Member may no longer desire the space. **REMEDY: Member to initiate JPA to relinquish; submit for billing witin 90 days.**

Another Advantage of this Recommendation: all joint owners are sharing in maintenance of the pole in which they have ownership and will conduct business. 2/21/2024

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THESE ADDITIONS FROM JANUARY 2024 MEETING ARE NOT TO BE CONSIDERED AT THIS TIME AS WE WORK TOGETHER TO MOVE FORWARD. SCE, 2/21/2024

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0.

Additionally, the following cases shall require purchase:
(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

NOTE 4: Joint Pole Authorization to be submitted to Southern California Joint Pole Committee not less than 45 days and no more than 90 calendar days from the Date Sent of the preliminary or 18.1E cancellation will apply.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

(a) Emergency Replacements – Member replacing pole in an emergency must notify other owner(s) within 24 hours by telephone. This includes the emergency use of MOD/POLES. (See Sections 7.6 and 19.7)
(b) Free Attachment - Member maintaining free attachment must remove its facilities within 48 hours of telephone notification confirmed by Form 48. (See Sections 5.5 and 11.0)
(c) Maintenance Liability - Liability for maintenance extends 60 days from date sent of a Form 2 Preliminary Joint Pole Authorization involving a relinquishment, or from the date facilities were removed from pole. (See Section 19.0)
(d) Relinquishment/Abandonment of Interest – 60 days notice must be given to other owners when termination of ownership is intended. (See Section 5.1)

(e) Removal of pole or transfer of facilities must be completed within 60 days from date of Form 48. (See Section 5.0 & 7.0)
(f) After the final billing has been processed, all liability is assumed by remaining Member(s). (See Section 5.0 & 7.0)
(g) Temporary attachments allow for facilities of another Member to remain on a pole for a period of time, which is less than one year. (See Section 14.6)

Construction Start Date/Cancellation - The time limit for starting joint pole construction shown on a Form 2 Preliminary Joint Pole Authorization shall be 18 months from date issued. At the expiration of this time period, the following procedure should be followed:
If construction has not been started:
• Form 7 shall be sent by any member involved to request extension, which requires mutual agreement in writing, or to cancel.
• If construction has not been started and JPA time limit exceeds 24 months, explanation is required for extension. If no response, the JPA will be cancelled on the initiator's behalf. (Revised March 2016).

Purchase of Interest Cancellation - The time limit for the initiating member to transact an original Southern California Joint Pole Committee authorized typed or electronic final to the Joint Pole Committee for final billing for purchase or sale of interest with intent to construct is not less than 45 and no more than 90 calendar days from the Date Sent of the preliminary Joint Pole Authorization. At the expiration of this time period, the following procedure will be followed if final submission has not taken place:
• Form 7 shall be sent by the initiator of the Joint Pole Authorization to explain the reason for delayed final submission, which requires mutual agreement in writing if an extension is requested, or to cancel. The length of time of the extension must be stated.
• If no communication from initiator and no agreement for an extension, the JPA will be cancelled on the initiator's behalf and space will become available to other members.

added to address timely return of memos to the JPC

18.3 Form 2 Final - Completion

Copies of Form 2 Finals are distributed by the Joint Pole Committee office. Any discrepancies noted by the Committee on Form 2 Final will cause this form to be returned for correction, which must be addressed by issuing member and returned corrected to the Joint Pole Committee office by the next billing cycle. When form 2 Final has been issued, the Committee is authorized to proceed with the preparation of pole record and Bills of Sale. Upon request, the SCJPC will make available a memo to any member who is party to a JPA for 18.1F purposes. - - send this to angela

Item 1793: Section 4.0 with Form 48

BILL BEFORE/AFTER SCENARIOS

This is a small sample of a very large problem.

SECTION 4X SUBMITTED	BILL BEFORE	BILL AFTER	STATUS
U1 submitted to U2 2014	U2 Replacement 2016		U2 JPA on hold for billing since 2016. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2017	U2 Replacement 2018		U2 JPA on hold for billing since 2018. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2018	U2 Replacement 2022	U2(2)	U1 cannot bill until U2(2) 2019 Replacement bills. U2(2) replacement cannot bill until U3 4X final bills. U2 replacement cannot bill until U4 final bills 4X on pole that is no longer in the field.
U1 submitted to U2 2016	U2 Replacement 2021		U2 JPA on hold for billing since 2021. U1 requested extension. The old pole U1 requested to purchase into is no longer in the field.

We talked through the significant delays that bill before/after causes.

- If a member is purchasing at a different grade/space on the same pole, a pending 4X JPA should not hold up another member's purchase.
    - If all members have been added to the header, pole loading submitted, approvals obtained, then either JPA could bill first.

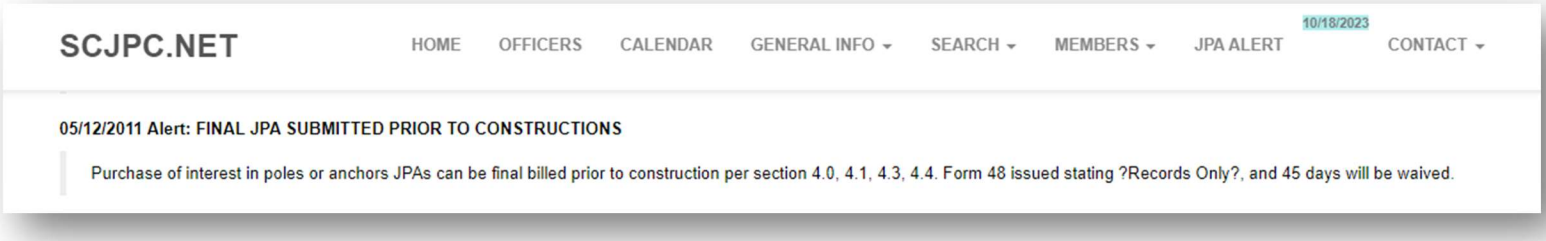
Bill before/after for 4X where construction is involved (erecting a new pole), must be considered. We have an opportunity here to revise the process, to work together to prevent delays.
SCE, 2/21/2024

Item 1793: Section 4.0 with Form 48

Notes shared by SCE 2/21/2024

A few things were said in the January 2024 Routine meetings that we would like to bring clarity to.

- **there is no such thing as a Records Only purchase and sale of interest**
    - Records Only F48 was introduced in 2011 to alleviate members of large, recurring backlogs due to JPAs not being billed.
    - Members were of the understanding that attachment had to be made prior to closing out their purchase of interest JPA. This thinking still lingers today, which continues to perpetuate large backlogs, delays in billing, and denials.
    - Members also were not following that process of closing out a JPA when attached, either not sending a F48, or sending a F48 but not completing final billing.
    - There are many months/years of meeting regarding the topic with members trying to figure out how to bill member's up front for their purchase.



- **if the intent is to construct then it is not just Records Only**
    - According to prior minutes, construction, pertaining to a pole, is a new set or replacement.
- **Records Only is to update if they go out into the field and see that the field conditions do not match the records then they submit a JPA to update those records**
    - According to prior minutes, this was not the intent of Records Only F48.

Of lengthy and recurring discussion in prior minutes was members **attaching to poles and not billing their JPAs to secure ownership**. It was solved for in 2012 with the addition of Records Only to the F48 and a JPA alert in 2011 stating that purchase of interest JPAs can be final billed prior to attachment.

It was stated in the February 2024 Routine meeting, this is no longer 1946, referencing prior minutes and the way things were done. Well, it is no longer 2011 either. We are in a new day and what was thought to work previously concerning section 4 is not working now. Judging by the minutes, in our opinion, *it was not working then either*.

The objective here is to bring the process current and compliant *to ensure that the pole records are correct in the JPC database, and all members are being compensated for purchase and sale equitably and maintenance as a joint owner*.

Item 1793: Section 4.0 with Form 48

SCE read older minutes, back to 1940. Here are some points of interest:

- There is nothing new under the sun. Everything we are going through now and trying to solve for has already been an issue previously. It is important to read the minutes and JPA alerts of previous years because many of our problems have already been resolved.

- **Records Only was added to the F48 in 2011 for sale and purchase of interest**.

- **Construction was a new set and replacement**. It was not *attachment* to an already existing pole. CONSTRUCTION refers to building a structure. ATTACHMENT involves connecting or fastening components to some part of that structure.

- **Purchase of interest under notice of intention, section 3.1, stated that purchase was not required until attachment was needed**. *This expectation ensures the integrity of members that none are just buying space with no intent to conduct business for customers.*

- **Reserved space was recorded as a sale of interest**. *Reading through the 1940 minutes, it seemed sale and purchase was a separate transaction, not part of the JPA process. There was much discussion of creating a separate form for intent, opposed to the construction involved with setting a new pole for joint use and replacement of an existing joint pole.*

- **Space to be occupied by each party shall be determined upon in advance of occupation**. *A member should not be attached to a pole that they do not own interest in. That was considered unauthorized.*

- **Sales were based on a member's future use of the space**, whether for themselves, to rent, or to sell to another member. *Back then, all usable space on the pole was expected to be sold*.

- **Notes on the 1940 Routine spoke to when monies were due for sale and purchase**. "Said amounts shall be due as soon as approved. No attachment whatsoever may be placed on a pole excepting by shareholder in such pole."

Item 1793: Section 4.0 with Form 48

CHARGES

Tenth: The owner or owners of a pole, new or old, which is to be used in combination with more parties, shall be allowed to bill against the said parties, amounts determined by the number of parties using the pole and the valuation of same, and the said amounts shall be due as soon as the parties, by their officials, have agreed to enter the combination, provided the said poles have been put in proper condition as specified in paragraphs above. Space for 1, 2 or 3 cross arms for regular use, or for two cross arms to hold one or two high tension three wire circuits, with or without two telephone wires elsewhere on pole, or one railway span, with or without one cross arm, and two or more telephone wires elsewhere on the pole, shall be considered one share. A space for one or two transformers, lighting fixtures or cable terminal will be considered as included in one share referred to above. No wires or fixtures whatever may be placed on a pole excepting by shareholders in such poles. The valuation of poles, having been determined as per Section 9, charges will be made as a fraction of the said valuation as follows:

When a combination is made, each incoming party shall pay the owners or owner, that fraction of the valuation represented by the shares to be occupied by it, and the pole is then owned by the occupants thereof in proportion to the number of shares occupied by each. The proceeds so derived by the owners of the pole which was owned by more than one party shall be divided between such owners in proportion to the number of shares owned by each.

See attached **Excel Spreadsheet** containing prior Routine minutes snippets pertaining to the committee's efforts refine section 4 to separate sale of space from attachment. SCE 2/21/2024

Item 1793: Section 4.0 with Form 48

Below is the proposed 4X process flow. This would be implemented moving forward. We all must work together to clean up the existing backlog, as it spans across all our companies with bill before/after. SCE 2/21/2024

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits JPA to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 Revisions from Maria Ortiz 2/20/2023

4.0 Purchase or Sale of Interest with Intention to Construct

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Section 4.0 is not to be used for the purpose of reserving space. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0

Additionally, the following cases shall require purchase:

(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space.

Refer to Section 18.1-D & 18.1-E for Form 2 & Construction Time Limits.

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

Form 7 / Form 2 – 18.1D Automatic Approval Timeline Issues

18.1D – Time Limits Involving Form 2 Preliminary Joint Pole Authorizations.

Automatic Approval - The Form 2 Preliminary Joint Pole Authorization will be considered approved when 45 days have elapsed from date sent of Form 2 Preliminary Joint Pole Authorization to other Member(s), and there is no written protest or request for review.

A Form 7 can not be used to shorten the the time limits of automatic approval. The time limits described by section 18.4 can not reduce the timeline prescribed by 18.1D.

OPTION 1 FIX:

18.1C Changes After Approval

B) A revised Form 2 shall be used for the following:
- Add owner(s)
- Add pole(s)
- Change from wood to engineered steel pole type (refer to Section 15.7)
- Change in scope of work (i.e. changes causing receiving member to reengineer and/or refield.)

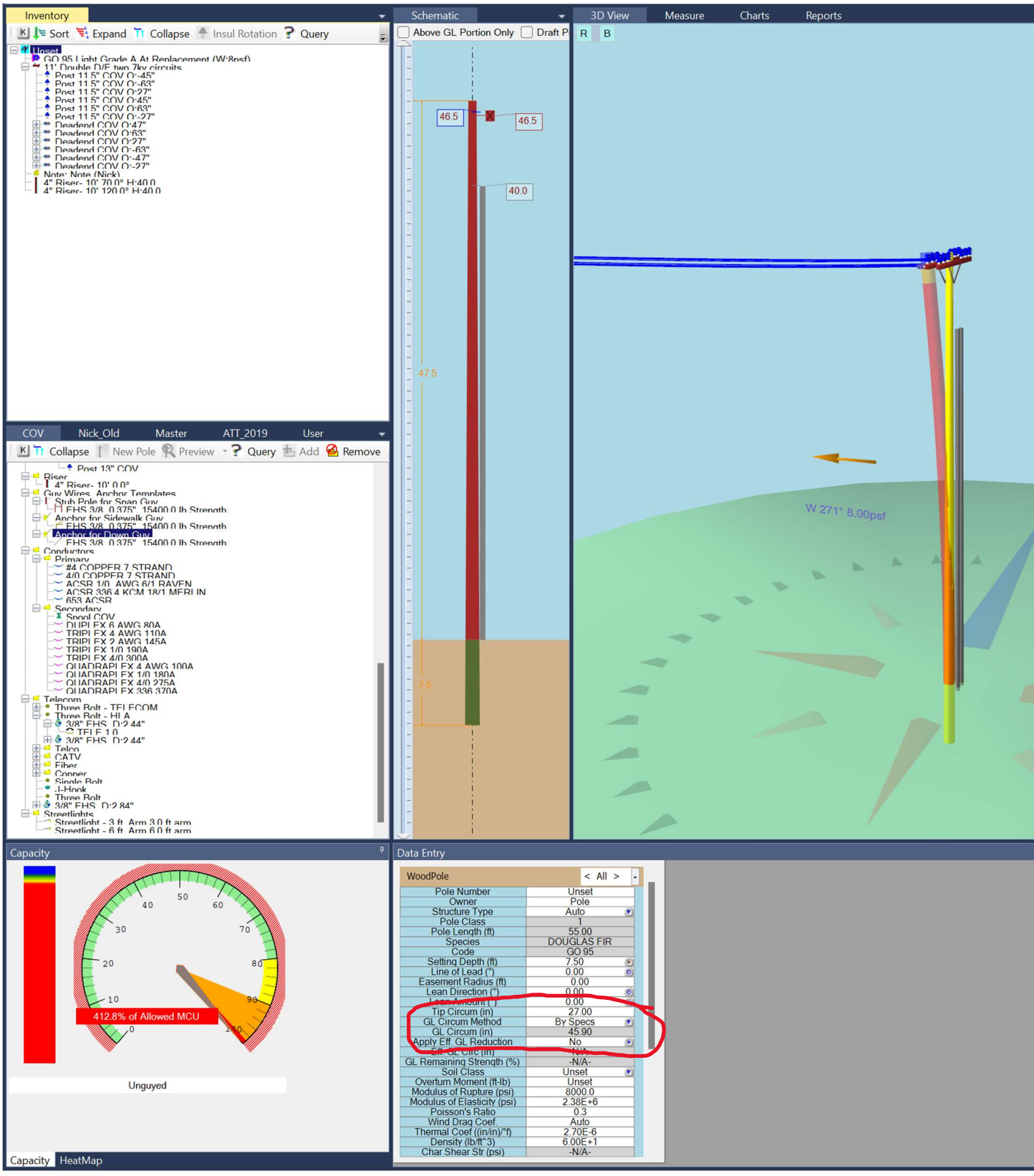
- **Make corrections to Pole loading that require receiving member to reengineer or refield.**

EXPLAINATION OF REQUESTED CHANGE:

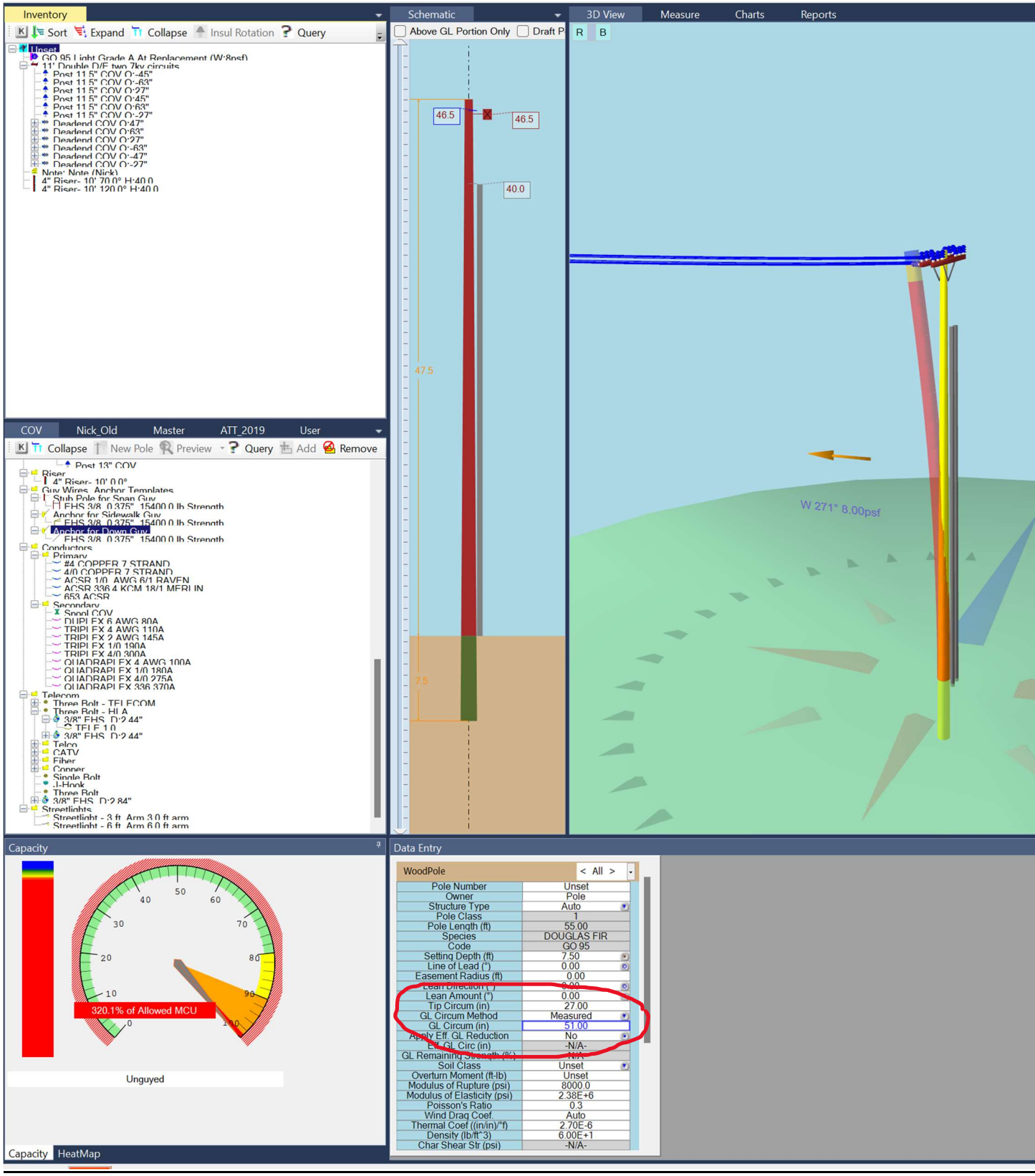
When pole loading is used as a means of denial it usually means there was something missed or an issue with the methodology. From my experience some of the more common issues are:

1) **Incorrect ground line circumferences (would require refielding) – Ocalc provides a minimum for the ANSI value at the setting depth. When I see exact numbers, I know a ground line is modified from the standard ANSI values. See below how modifying the ground line can drastically change the safety factor.**
2) **Incorrect modeling of span guys (would not require refielding)- A span guy carries a portion of the net resultant load from pole1 to pole2. The modeling of pole2 should include the resultant load in the model. Ocalc requires that the value be manually put in or use line design and link the objects. If the automatic mode is set, then the span guy will try to balance the loads of pole2 in the direction of pole1, when the known use of the guy is to back up the loads from pole1.**
3) **Modifying tension values in the conductor properties without using tools or methods of coming up with those values.**
4) **Verifying clearances when using section 4.3 (would require refielding) – when purchasing space withing 6ft of power and indicating the installation of a guard arm or arm, the proposed height of new attachment and height of power need to be verified. This change to the preliminary form 2 can also fall under the "change in scope of work (i.e. changes causing receiving member to reengineer and/or refiled).**

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

2023

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June					1 Utility 1 sends Prelim Form 2 + Pole Loading to Utility 2 & Utility 3	2	3
	4	5 Utility 2 Denies Based on Pole Loading	6	7 Utility 1 Re-sends updated Pole Loading with Form 7.	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22 15 Days from Utility 1 re-sends Pole Loading with Form. 7. Utility 2 does not respond to Form 7.	23	24
July	25	26	27	28	29	30	1
	2	3	4	5	6 Utility 2 responds to Form 7 noting the issue is still unresolved and is still denied.	7	8
	9	10	11	12	13	14	15
	16 45 Days from Preliminary Form 2 Date Sent	17 Utility 1 uses 18.D for Automatic Approval for Utility 2 even though they Denied Preliminary Form 2.	18 Utility 1 starts construction without response to Utility 2's Form 7.	19	20	21	22
	23	24	25	26	27	28	29
Aug	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
Sept	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

PROPOSED 4X PROCESS FLOW	SCE	JPC member comments 3/20/2024
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.	**Concern that this could create a system where space is being reserved**. Space is being purchased for use. Members purchase space to attach and conduct business. Reserving (hoarding) space would be purchasing with no plan to use, whether it be attaching own facilities, renting, or selling. This could also create **liability**. *If a member becomes an owner without physical attachment, they are liable . Liable for what ?* Liability comes in if there is a GO95 infraction, it fails - if member is on the record but not on the pole, they would still take part in the replacement... Attorneys for companies don't want them owning space and not be attached? Price of doing business. Currently members are making base owners liable by attaching without authorization and also without a valid pole card update. **Perhaps need to fix the closing of JPA issue, to become official members**. This *is* a fix to the closing of the JPA - closing out purchase and sale at the time of signatures/18.1D. At that time a member becomes a joint owner in that pole. A member should not be attaching to a pole if they are not a joint owner on record. A member becomes a joint owner on record when their JPA final bills, not when they attach. **24 months for section 18 - - reduce to 9 months. F7 to extend timeline - after 24 months cannot request extension**. Base owner could (and will) deny JPA after 2 years, UA... ROW rules. Must use space within 9 months. *planning to build and 9 months have gone by, at that time another company can use that space.* Any timeframe of attachment prior to purchase/sale does not fix the issue of (1) base owner being made whole (2) interfering with other member's ability to bill their JPAs. **Transaction of money**: buy in 4X, need replacement, need taller, etc., takes a long time. What's the expectation? Scenario shared of 6 years to replace a pole. That's too long - replacement construction has not begun, rules of 18.1E cancellation apply. Have 9 months to attach. Once you submit, its approved, 9 months to attach. If you don't send final within that timeframe someone else can buy. There is a ROW rule that states this. Require F48, must come along with the F48 with all the revisions. ROW ruling is clear, once you get approval you have to attach within 9 months or you give up space. Initiator starts the process over. Submits FINAL. Hesitation from 18 months to 3 months. *But the reduced timeframe is for purchase and sale, not attachment. Member still has extended time get permits, and do everything associated with attaching, which is outside the purchase and sell of the space.* How about 120 or 180 days? 90 day TA is doable in theory if no memo back and forth.
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*	Each project has **allocated funds** and if it takes years to close the project funds have depleted. Billing upfront ensures purchase of space funds are properly allocated. 2nd F48 not needed - just like 3.1, no F48 required for attachment. For what reason would it be required? The "work" of the section was 4X, which was completed upon approval with the finalization of the JPA - money paid, pole card updated. For old JPAs, 181.F is in place. Approved, but not built - cancel. This is for construction - should not apply to attachment, however, it was a bandaid used for members who were not billing their JPAs within 18 months. Only want 1 F48. Work is contracted out; limited amount of time with that contractor. By the time attached, can't go back and say now send us a F48. Use the Records Only functionality of the F48. Compromise on timeline before penalization. Moving forward this is the proposal. How to address the backlog.
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.	Some denied poles, not all, may cause a total reroute, so the whole JPA would be canceled.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.	Backlog - maybe contractor doesn't acknowledge the denial. Or the contractor has moved on and now the member has no record of a denial... Should be 4.1. *But was the denial due to safety? Member should not be attaching when denied, period, but so much more of a concern if due to safety .* I should be able to bill my JPA before another member if I have attached first. I should not have to wait on another member to bill their JPA. Same applies with replacement... New pole is set. Why are we waiting for a member to purchase into an old pole that is not there?
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.	like the idea of moving to another JPA. Initiator can set a temp pole. Some replacements take too long. Can they be put in a higher queue based on member need? Initiator may pursue a temp pole until the replacement takes place, at which time, the member would be notified via F48, only if they are on the replacement JPA, so it makes sense to be added to a replacement JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.	Money back guarantee! The ROW is for the whole state of CA. 9 months. This would cover the member's purchasing space and not using it. You have x amount of time to close these jobs. JPA would have to be finaled. If you do not attach within 9 months, you can lose the space. Forced to relinquish. *The space is noted in the SCJPS database? And paid monies go back to initial iniator? There is plenty of "unattached to" space on record at the JPC.*
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.	Members have options at this stage: section 4.4. on the purchasing side, if we see another member has space owned and is not attached, we would 4.4, and forge ahead, or add 5.1 for them to sign off on, if they really want to keep the space, they can deny our 5.1, then there is 10.9 to rearrange.

BLUE: JPC Meeting comment GREEN: Member's feedback from conversations outside JPC meeting

Southern California Joint Pole Committee

279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

April 17, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 10:11 a.m. via teleconference. Those in attendance were:**

Ms. Maria Ortiz	MCI/Metro ATS, XO Communications, MCI Telecommunications
Ms. Aarize Dizon	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Ms. Jacqueline Costa	Crown Castle NG West Inc.
Mr. Kevin Flores	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Michael Pearson	Southern California Edison
Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Mr. Jeremy Harmon	Verizon Wireless
Ms. Yesenia Delgado	Time Warner Cable
Ms. Alicia Smith	Sprint Nextel Corporation/Sprint Communications CO.L. P
Ms. Kay Black	AT&T California
Mr. Veronica Romero	AT&T California
Ms. Shawn Henderson	T-Mobile USA
Ms. Alyssa Aguliar	City of Colton
Mr. Christopher DeLong	City of Vernon (Petrelli Electric)
Ms. Tamara Zaki	Boldyn Networks US LLC
Ms. Patti Ringo	Sonic Telecom, LLC
Mr. Alex Parra	City of Riverside
Mr. Ben Coffey	City of Banning
Mr. Arturo Garcia	City of Glendale
Mr. Michael Truong	City of Burbank
Ms. Linda McLean	Extenet Systems
Ms. Lynne LaFrenais	Bear Valley Electric Services Inc.
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Ms. Ortiz called the meeting to order at 10:11 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Ortiz opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from any members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Ortiz opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Ortiz asked if any members had anything to bring up at this time.

There were no comments or concerns from any members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) – Ms. Ortiz opened the discussion on Review of Routine Handbook Examples. Ms. Ortiz stated that the Routine Handbook has been updated and published.

Ms. Ortiz stated that Ms. DeBarge is not on the call and they will wait for next month to see if she has the proposed verbiage for Section 7.7.

There were no further comments or concerns from the members.

Agenda Item 5 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Ortiz opened to the members Section 4.0 with Form 48 and stated Ms. DeBarge requested this item be table for the next Routine Revision meeting.

Agenda Item 6 – Miscellaneous Issues –

- **Time limit & 18.1D clarification for Form 2 and Form 7** (N. Van Stryk – City of Vernon 5/23/2023) Ms. Ortiz stated this item is on hold until Item 1793 is completed.
- Ms. Ortiz asked if there were any other miscellaneous items. There were no further comments or concerns from the members.

Agenda Item 7 – <u>Review of Action items</u>/JPA Alerts –

- No action items at this time.

The Meeting adjourned at 10:12 a.m. until May 15, 2024.

<u>Transcribed by Anali Spencer – Committee Staff</u>

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

PROPOSED 4X PROCESS FLOW	SCE	JPC member comments 3/20/2024	BLUE: JPC Meeting comment	GREEN: Member's feedback from conversations outside JPC meeting
		Concern that this could create a system where space is being reserved. Space is being purchased for use. Members purchase space to attach and conduct business. Reserving (hoarding) space would be purchasing with no plan to use, whether it be attaching own facilities, renting, or selling. This could also create **liability**. *If a member becomes an owner without physical attachment, they are liable. Liable for what?* Liability comes in if there is a GO95 infraction, it fails - if member is on the record but not on the pole, they would still take part in the replacement… Attorneys for companies don't want them owning space and not be attached? Price of doing business. Currently members are making base owners liable by attaching without authorization and also without a valid pole card update. **Perhaps need to fix the closing of JPA issue, to become official members**. This *is* a fix to the closing of the JPA - closing out purchase and sale at the time of signatures/18.1D. At that time a member becomes a joint owner in that pole. A member should not be attaching to a pole if they are not a joint owner on record. A member becomes a joint owner on record when their JPA final bills, not when they attach.		
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.	**24 months for section 18 - - reduce to 9 months**. **F7 to extend timeline - after 24 months cannot request extension**. Base owner could (and will) deny JPA after 2 years, UA… ROW rules. Must use space within 9 months. *planning to build and 9 months have gone by, at that time another company can use that space.* Any timeframe of attachment prior to purchase/sale does not fix the issue of (1) base owner being made whole (2) interfering with other member's ability to bill their JPAs. **Transaction of money**: buy in 4X, need replacement, need taller, etc., takes a long time. What's the expectation? Scenario shared of 6 years to replace a pole. That's too long - replacement construction has not begun, rules of 18.1E cancellation apply. Have 9 months to attach. Once you submit, its approved, 9 months to attach. If you don't send final within that timeframe someone else can buy. There is a ROW rule that states this. Require F48, must come along with the F48 with all the revisions. ROW ruling is clear, once you get approval you have to attach within 9 months or you give up space. Initiator starts the process over. Submits FINAL. Hesitation from 18 months to 3 months. *But the reduced timeframe is for purchase and sale, not attachment. Member still has extended time get permits, and do everything associated with attaching, which is outside the purchase and sell of the space.* How about 120 or 180 days? 90 day TA is doable in theory if no memo back and forth.		
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*	Each project has **allocated funds** and if it takes years to close the project funds have depleted. Billing upfront ensures purchase of space funds are properly allocated. 2nd F48 not needed - just like 3.1, no F48 required for attachment. For what reason would it be required? The "work" of the section was 4X, which was completed upon approval with the finalization of the JPA - money paid, pole card updated. For old JPAs, 181.F is in place. Approved, but not built - cancel. This is for construction - should not apply to attachment, however, it was a bandaid used for members who were not billing their JPAs within 18 months. Only want 1 F48. Work is contracted out; limited amount of time with that contractor. By the time attached, can't go back and say now send us a F48. Use the Records Only functionality of the F48. Compromise on timeline before penalization. Moving forward this is the proposal. How to address the backlog.		
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.	Some denied poles, not all, may cause a total reroute, so the whole JPA would be canceled.		
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.	Backlog - maybe contractor doesn't acknowledge the denial. Or the contractor has moved on and now the member has no record of a denial… Should be 4.1. *But was the denial due to safety? Member should not be attaching when denied, period, but so much more of a concern if due to safety* I should be able to bill my JPA before another member if I have attached first. I should not have to wait on another member to bill their JPA. Same applies with replacement… New pole is set. Why are we waiting for a member to purchase into an old pole that is not there?		
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.	like the idea of moving to another JPA. Initiator can set a temp pole. Some replacements take too long. Can they be put in a higher queue based on member need? Initiator may pursue a temp pole until the replacement takes place, at which time, the member would be notified via F48, only if they are on the replacement JPA, so it makes sense to be added to a replacement JPA.		
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.	Money back guarantee! The ROW is for the whole state of CA. 9 months. This would cover the member's purchasing space and not using it. You have x amount of time to close these jobs. JPA would have to be finaled. If you do not attach within 9 months, you can lose the space. Forced to relinquish. *The space is noted in the SCJPS database? And paid monies go back to initial iniator? There is plenty of "unattached to" space on record at the JPC.*		
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.	Members have options at this stage: section 4.4. on the purchasing side, if we see another member has space owned and is not attached, we would 4.4, and forge ahead, or add 5.1 for them to sign off on, if they really want to keep the space, they can deny our 5.1, then there is 10.9 to rearrange.		

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(Prior Minute Perusal for Section 4 Issues)

Topic	Notes	Routine Meeting Year	Page
Unbilled JPA	Ms. Hernandez inquired as to the proper procedure to take when encountering the situation of a member who is not final processing a JPA upon completion. This practice by members is hindering the processing of other JPAs. She also stated that without the processing of the JPA, a member is conducting business without paying the costs. Her question is whether this situation should be addressed in the Routine Handbook, and if there is a time limit to final a JPA.	2000	6
Unbilled JPA	back in the day: the impact on member utilities when a JPA is not completed within a reasonable time. Ms. Dell responded stating that many times one single JPA that is not final billed, could be responsible for the delayed processing of several JPAs. She said that something is needed in the Routine Handbook that will motivate members to complete the JPA process. There is a revenue impact in that members are not getting paid as promptly as they could…in the past complaints were handled at Board meetings, however; it proved to be counterproductive…	2000	11
Unbilled JPA	18.1F: SCE has 3,500 foreign JPAs...He instructed his staff to separate those JPAs that are pending, and notify the initiating member to either final bill or cancel the JPA, or SCE would final bill the JPA exercising section 18.1-F. His objective is to decrease the backlog of foreign JPAs, which ties up resources due SCE, and other members.. Failure to Final JPA upon Completion of Construction was removed from the title… this situation was creating additional, unnecessary work among their staff. It seems in Jun3 of 2005 the handling of 18.1F was ineffective, causing extra work for all members involved, so there was a suspension of the section at that time, to restructure the process of handling these JPAs.	2005	10
Unbilled JPA	The members discussed extensively, the concern of final billing JPAs out of sequential order, for clarification. This issue would be discussed further.	2007	13
Unbilled JPA	originally the 18-month time frame was instituted in a two-party world; however, today the wireless bear the majority of the research, the 18-month time frame appears insufficient. She further added that in the near future, she would like to address the possibility of extending the time frame. It was agreed to discuss this issue at a later date…. Ms. Jennie Davis from DWP stated that her organization has many outstanding foreign JPAs.	2008	5
Unbilled JPA	He described a scenario to the members where a member initiated JPAs in 1999 and never final billed them, in the interim SCE replaced the poles with lightweight poles and discovered the member unauthorized, and corrected the problem. He inquired, in this type situation, what constitutes an unauthorized attachment should a pole be involved in litigation, and if this is an unauthorized attachment. Ms. Prouty responded that when all the members have signed and approved the JPA, the document is legally binding whether it was final billed or not. Mr. Chow inquired if it appears fair that when a member is discovered unauthorized, that in the interim, the legally attached members funded the maintenance while the illegally attached member did not pay maintenance for the specified time period. The members agreed that this scenario appears unfair. Ms. Chow stated that attachment is a two way process, 1) request attachment, and 2) pay for it...outstanding JPAs contingent on other JPAs being final billed. Ms. Hernandez stated that tracers should be utilized to aid in this situation. Ms. Prescott stated that perhaps members request a deposit on the front end of the process...	2008	6
Unbilled JPA	the lack of response within the time frame due to lack of resources has historically been the cause of members not following the Routine	2008	38
Unbilled JPA	Section 4: He further stated that construction does not have to be complete in purchases to issue a Form 48. He further added that he and Mr. Wolfe have discussed instances of purchase of interest, and perhaps another approach toward purchases could be entertained with the possibility of revising the process of purchasing interest. Mr. Cashmer questioned if construction is not complete, a Form 48 completion is required? Mr. Chow responded that per the Routine, construction verification is required prior to completing a Form 48 for the ability to finalize a JPA. He added that perhaps to circumvent delays in purchase of interest JPAs only, once the JPA is approved, then after the 45 days period has elapsed, that specific JPA must be finalized. Ms. Hernandez interjected that it is permitted to complete a Form 48 records only. Mr. Wolfe stated that this method is utilized in the North...Ms. Haney presented a scenario where NG reserves space on a pole, and might build in a year or two. However, in the interim, NG has taken the last available space on the pole, and now T-Mobile desires to attach. She added that now it is incumbent on TMobile to replace the pole, because NG has reserved space. How often has this occurred? Mr. Wolfe responded that the space belongs to NG, and there is nothing to compel NG to sell their space. Mr. Rodriguez stated a situation where NG and T-Mobile desired space on the same pole, which required replacement. In order to determine who would bear the cost of replacement, it was confirmed who was first to submit their proposal. In this situation is was NG first with T-Mobile following, and T-Mobile was obligated to arrive at a Plan B…. Ms. Hernandez stated that the idea of reserving space is good, however, it should notate on the pole record the space reserved. This would allow planners to know that space is owned, even though the owning party is not attached….	2008	54
Unbilled JPA	Section 4: He added that per Mr. Wolfe's suggestion in regards to purchase of interest, there is no need to wait until construction is complete before finalizing a JPA. He stated that after some thought; he is of the opinion that there might be other sections that could fall under this scenario, such as relinquishment where the sale or relinquishment is not dependent on any work being done...aid in expediting the JPA process...where members initiate the JPA, attach facilities, but do not finalize the JPA, in the interim they do not share in maintenance costs, only the owners on record bear the costs…finalizing the JPA and getting money exchanged. Ms. Hernandez recapped stating that today members are able to initiate a records only JPA. If there is no construction, there is no need to wait thirty days to final bill if all signatures have been acquired...	2008	61

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Unbilled JPA	Mr. Rodriguez responded that in the wireless world, 18 months is not sufficient time. He added that it takes about two years to get entitlement, so the wireless members are unable to construct. Mr. Wolfe suggested that if the wireless members in the two-year interim discover that they will not utilize the pole space, to relinquish it since it is a small portion of construction expense. Mr. Rodriguez questioned if Mr. Wolfe is suggesting finalizing JPAs prior to construction? Mr. Wolfe responded in the affirmative...Mr. Wolfe stated that there are obligations that if you reserve space to construct you enter into ownership. Mr. Chow stated that he agrees with Mr. Wolfe and Mr. Hunter that an open time frame for finalizing 4.0 is unacceptable from an owner's perspective...If you initiate a JPA you are an owner. Mr. Wolfe responded that until you finalize the JPA you are not an owner on record. Ms. Hernandez stated that the JPA is a pending JPA even if you are not an owner on record. Mr. Hunter responded that until the JPA is finalized one couldn't finalize subsequent JPAs that follow. The holdup is sometimes five to six years later. Mr. Wolfe reiterated that by reserving the space by finalizing the JPA is the right thing to do. Mr. Rodriguez stated that paying a reservation cost up front is not a problem, but paying for all the other costs of construction does not sound reasonable if the work would not be done for two years...Ms. Haney stated that she is certain that her organization would not agree to costs for construction that has not yet transpired. Mr. Wolfe responded that leaving JPAs floating is clogging the system and this is not the original SCJPC design, or to instill an automatic cancellation. Mr. Chow stated that reserving space, and inhibiting other members from using the space, and this includes fellow wireless members, there should be an associated cost up front... The members discussed the difficulty for the wireless members and the problems for the base owners...	2009	52
Unbilled JPA	He added that he would be proposing for section 4.0, that after the JPA has been reviewed and approved and there are poles that require special attention, that they should be removed from the JPA and addressed separately. This would leave a JPA where the purchasing party is able to move forward. After the 45-day period has elapsed, a member party to the JPA is able to finalize the JPA...	2010	6
Unbilled JPA	Mr. Chow reported that he has contemplated two methods for this billing. One is a fundamental change to how members are to operate, primarily those major pole owners. The method would be for purchases of interest only, that the selling party would be responsible for completing the final JPA. He added that the major communications members might be of the opinion that the purchasing party should continue to final the JPA. He added that it could continue as is where the purchasing party final bills the JPA, with the caveat that the selling party is to have the option of final billing the JPA, as any other member party to the JPA.	2010	11
Unbilled JPA	The purchasing of poles, 4.0, prior to attachment and any work completed, records only type job. She suggested in a 4.0 JPA to move forward with final billing without waiting for the Form 48, since the space is being reserved. She added that a Form 48 can be submitted noting "Records Only" on field work required, then final bill. In her opinion this should be stated in the handbook. She reported that Mr. Chow proposed members must purchase the pole if they want to reserve the space. If another member chooses to purchase, that member with reserved space is joint on the pole…	2010	15
Unbilled JPA	Section 4: Purchase of Interest for future use Ms. Hernandez stated that if her organization issues a Form 48 records only and on the remarks state the desire is to purchase space for an antenna to be built and complete at a future date, but the final bill would be as originally written. She added that this process does not delay other JPAs from being processed in the proper sequential order. Mr. Chow stated that he and Mr. Wolfe had discussed the topic of purchase of interest JPAs. He added that both agreed that this situation does not necessarily dictate the purchaser build to final the JPA. He added one could own space and not be attached at that moment in time. He added with that in mind, he and Mr. Wolfe agreed that one could purchase and attach when desired. He further added that this process is in place today, and if one realizes that in the future they no longer desire the space, there is the option of relinquishment. He added that this process has been in place and works successfully.	2011	21
Unbilled JPA	Ms. Hernandez then moved on to the second agenda item, Interpretation of Routine Handbook. Ms. Hernandez stated this issue is a standing item and addressed at every meeting. This issue addresses any foreign JPAs that should be and are not yet finalized. She reminded the members that it was decided at prior meetings that a JPA may be final billed even if construction is not complete to reflect purchasing the space. She inquired if any members had any other comments or concerns. There was no discussion on this item	2012	11
Unbilled JPA	Section 4: Mr. Chow suggested the if members wanted to purchase interest but not yet construct a section 4.0(A) be created and used for such instances.	2013	30
Unbilled JPA	currently members could potentially construct on a pole and not pay for it for multiple years until the JPA final bills. Ms. Prescott suggested the billing portion of the JPA process happen upfront. She explained, members would purchase space and be billed for it but the JPA would be pending until construction was completed. Ms. Prescott stated with this process, members would always know of any pending jobs on a pole. Mr. Eastwood pointed out under the current system Telecommunication companies are not required to notify owners if construction has occurred within the space they own, as long as it passes loading.	2014	3

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Unbilled JPA	After some discussion, it was suggested to final bill the JPAs records only. Ms. Hernandez stated the records only discussion led to pole loading discussion. She explained the pole loading discussion was if a record only pole record was created and another member wants to add or attach to the pole, the pole record would not reflect what is in the field. Ms. Hernandez also reminded members of the issue of notifying other members once the work is complete and the pole loading is up to date. Ms. Prescott stated one of the reasons for implementation of this meeting was to find a way to purchase space and receive payment for said space while the JPA is still pending completion of construction. Ms. Prescott continued, stating members would also be able to participate in maintenance since they would be owners of record... Ms. Prescott clarified; a preliminary Form 2 would be submitted showing the amount of space needed, a bill of sale created to show ownership, and a new form created for notice to construct. Ms. Prescott noted once the notice to construct was submitted, this would notify members to submit pole loading and the show what their intent is within their space. A Form 48 would be submitted notifying members of completion of work...only have this policy for purchase of interest section 4.0. She noted this could be a change in process on how Form 2s are issued. Ms. Prescott stated the idea behind this way of processing JPAs was to separate purchase from construction. The members discussed if the routine had to change should billing and construction be separated. Ms. Prescott suggested if the routine remained the same, the implementation of a notice to construct and a notice to purchase be added to the routine... Members would not need to keep record because the JPC database would have the pole record. Once members were ready to construct, the pole loading should be submitted with a new JPA indicating said member was ready to construct. Since before and after a member purchases nothing on the pole changes, the ready to construct pole loading will help members verify the facilities on the pole to ensure the new work can be completed without overloading the pole. After construction verification, an adjusted final bill would be submitted with itemized costs.	2014	7
Unbilled JPA	power companies had foreign JPAs that were not being final billed. She continued, explaining this was an attempt to reduce the backlogged JPAs by potentially final billing them under the proposed section 4.0(A) “records only.” Mr. Eastwood stated communication companies want to reserve space. The power companies want members to participate in maintenance costs and have JPAs submitted in a timely manner. Mr. Eastwood believes the best route to take to achieve the reservation of space, participation in maintenance costs and processing finals in a timely manner, would be the implementation of 4.0(A).	2014	10
Unbilled JPA	Section 4: Mr. Chow stated currently nothing is in place requiring members to notify other owners if adding facilities for sole benefit. Mr. Chow stated a key portion to the proposed 4.0(A) is pole loading, and verifying what is in the field is what is retained on record. Ms. Hernandez suggested amending the verbiage for section 18.1F removing the completed construction clause allowing the JPA to be billed 4.0(A)...because when a job is designed it has to take into consideration everything that could reasonably be put on that pole. Mr. Chow continued, stating because there is knowledge that the other member purchased interest, their pole loading also needs to be accounted for. Ms. Hernandez suggested Sharefile as a way to view pole loading making calculations readily available for all members to view...He continued, suggesting revising the verbiage in section 4.0 to include the implementation of a timeframe.. suggested members could purchase space, participate in maintenance, and submit pole loading for what is in the field. If the members entitlements do not happen or the job is canceled the owner can relinquish the interest. Mr. Chow reminded members the item was in association with foreign JPAs...Mr. Chow inquired if a foreign JPA does not get billed would Edison be able to issue a Form 48 and bill the JPA records only 18.1F. Ms. Hernandez stated after the timeframe passed Edison would be able to issue a Form 7 indicating the timeframe passed and requesting the JPA be final billed by the next billing cycle or the JPA would be final billed by Edison 18.1F. If no response is received from the Form 7 Edison would be able to move forward in billing the JPA 18.1F...	2014	24
Unbilled JPA	the process is already outlined in the Routine Handbook, the problem is members are not following protocol...subcommittee where members discuss old foreign JPAs and rectify why the JPAs are being held up	2014	28
Unbilled JPA	discussion led to members not wanting to use section 4.0(A). Ms. Pearson stated emails were sent out to members notifying members JPAs have not been final billed and if the JPAs are not billed by XX date Edison will final bill the JPAs 18.1F.	2014	30
Unbilled JPA	members agreed to leave section 4 as it is...Mr. Chow inquired if a Form 48 is truly required for a section 4.0 JPAs. He continued, stating if a member is reserving space and they do not intend to build in the near future, a Form 48 should not be required to final bill the JPA... She continued, asking after approval at what point could the JPA be final billed. Ms. Pearson suggested JPAs could be final billed 1 calendar year from Date Sent dated on the JPA even if construction has not been completed...processing the purchase of interest JPAs in a first come first serve manner. He continued, stating members would not be able to reserve space. Rather the company that pays for the interest first gets the rights to attach to the pole. The members stated that the Date Sent of the JPA is what dictates which JPA final bills first...Edison agreed to rework verbiage for sections 18.1 (D-F), 18.7, and section 4.0...	2015	40
Unbilled JPA	Mr. Chow inquired if a member is purchasing space why is a Form 48 needed. He also stated a member purchases interest section 4.0 to own space. He continued, stating many members own space on a pole and are not attached...Mr. Chow suggested a timeframe be implemented on the Form 48 when purchasing interest indicating after XX days the JPA will be final billed whether or not construction has been completed... Mr. Chow stated G.O. 95 dictates pole loading is to be provided at the time construction is done. Mr. Hunter stated even though a member is an owner of record, capacity on a pole cannot be reserved for them...	2015	87
Unbilled JPA	the process taken when an initiating member fails to final a JPA. Ms. Hernandez stated it is not the wish of a participating member to final bill a JPA for the initiating member; however if needed a participating member may exercise this option. Mr. Chow stated that in the time that Edison has been notifying members of their intent to final bill, and the initiating members reply that they will final; after research by Edison, the final billing does not transpire in many instances...	2015	91
Unbilled JPA	After review, the members agreed that a Form 48 is required for all sections except 4.1, 5.1(C), and section 13. The members also agreed that all other sections require a Form 48 but the 45 day timeframe can be waived with an agreement by all members.	2015	99

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Unbilled JPA	the space is not owned until it is final billed and a place marker cannot be added because it would be considered reserving space. Mr. Williams stated that if the JPA is final billed then the space is owned whether they attach or not. Ms. Mueller inquired if this negates the necessity for a Form 48. Mr. Williams stated that when they do attach they can do a Form 48 to inform the other members of the attachment. Ms. Hernandez stated that this would only be for purchasing not for replacing a pole.	2018	91
Unbilled JPA	Ms. DeBarge asked if billing of a purchase of interest JPA based on construction. Ms. Hernandez replied not always, it could be a records-only...anything can happen within that 24 months and if they went ahead and processed with their JPA that way when they purchase they will at least have the correct information... one of many issues from the process as a whole and a lot of it needs to be updated. The process as it stands is trying to accommodate something that is no longer valid and current in the industry…	2020	53
Unbilled JPA	Denials: denials are going back and forth, he thinks his main goal is to help streamline the denials that are going back and forth to make things a lot easier for all the members involved...When they initially submitted their loading, they did it to the best of their ability. For another member to come back and say it is no good and they need to revise it, but not tell them how, is not playing nice in the sandbox because they would do the same as well. With the denials concerning pending JPAs, he feels that if a JPA is going to be denied based on the mention that there is a pending JPA somewhere out there, that JPA must be dealt with. It cannot be a JPA that has been denied. He does not think it is fair for everyone just because they cannot revise their loading based on a pending JPA that has loading that did not pass… the back and forth with the denials hurts any project or any job that they have moving forward. It kills it and definitely needs to be looked at…	2020	99
Unbilled JPA	Mr. Carrion stated that Crown Castle does not issue JPAs for builds that they do not intend to do. Mr. Serrato stated that everything is initiated because they have already secured business. Mr. Carrion stated that they have plans in place and everything has been designed, it is at that point they initiate JPAs, and they assume that is the same practice for other members. Mr. Serrato stated that is evident in their project numbers build into the JPA...Mr. Carrion stated that because they do not issue JPAs they do not intend to do, it does not mean there are not any delays. Sometimes things do take two years or a little over.	2021	137
Unauthorized	You are illegally attached if you have not purchased interest. This was an ongoing conversation since 1999 revolving around the Pulsiver decision and the $500 penalty fee to be charged to utilities that are illegally attached (unauthorized), that members should not be treated differently than non-members in regards to illegal attachments.	2001	1
Unauthorized	She added that today, she is of the opinion that the current penalty for section 4.1 is no longer a deterrent toward unauthorized attachment. She shared a personal experience in which she overhead a construction personnel remark, when accused of this violation, quoted “so bill me”. It appears the benefit of attaching illegally outweighs the unauthorized attachment penalty, since the incoming member is conducting business and collecting revenue immediately, rather than waiting for the entire JPA process to be completed. She added that she is now of the opinion that this issue requires serious consideration. It appears that the 50% penalty is no longer a deterrent to illegal attachment.	2007	7
Unauthorized	Ms. Goetz stated that what prompted this issue is the method of attaching Altrio Communications had practiced in the past, which resulted in loss revenue to members. Ms. Prescott stated that members are attaching prior to processing a Form 2. Since the action is not approved, then it is an unauthorized attachment.	2007	8
Unauthorized	He added that all members have encountered a purchase of interest JPA that has remained open for one to two years. He further questioned that at what point in time should a lengthy purchase of interest JPA be considered a 4.1.	2008	53
Routine Interpretation	JPAs finalized as Section 18.1-D. The members agreed that the primary problem with the routine sections is the interpretation, and the original intent. Since revisions are updated, and effective the first of every year, the consensus is to publish on the SCJPC website, the intent and interpretation of the section in question. This would require adding a new interpretation section to the website. Mr. Chow added that on the web, it would state the section verbatim, and the ad hoc’s agreed upon interpretation.	2006	6
Routine Interpretation	Mr. Brown stated that the Routine is a planner, and must be clear and concise enough in order to leave nothing to the imagination. Mr. Chow stated that in his opinion it is not written as such.	2007	9
Routine Interpretation	Mr. Chow stated that the Routine was written to lend itself to the method business was transacted between members thirty or so years ago. In his opinion, it does not fit in today’s world of joint pole transactions, especially the wireless organizations.	2007	26
Routine Interpretation	purchase of interest with an estimated planned construction start date	2013	35
Routine Interpretation	Ms. Hernandez stated the ultimate goal is to have the entire foreign JPAs final billed so all members incur ownership costs. She was of the opinion that billing and field verification need to be separated.	2013	37
Routine Interpretation	Mr. Chow stated he is in favor of members purchasing the space if they plan to construct rather than reserving the space. Ms. Hernandez agreed stating members could relinquish if they did not need the space.	2014	3

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Policing Members	Mr. Brown stated that Edison's major concern is the over-lashing and overbuilding on poles. Ms. Dell stated that another concern is the wind loading issue, and testing for wind loading on leads. Mr. Bengtsson commented that this is a GO 95 issue. the members do not police one another. That members are aware of their individual responsibilities. Mr. Bengtsson stated that policing could create problems. The decision is to discuss this issue with Edison, locate any major concerns, and to leave this issue on the agenda for further discussion.	1999	18
Pole on Other JPA	JPA not final billed denoting owned space: Mr. Chow stated that he disagrees, because a member should not list on the header if said member is not a member on record. Ms. Hernandez explained how she denotes the pending JPA on the later JPA. She added that this is necessary so that no two members vie for the same space and grade, which could happen when members are not informed.	2007	17
Pole Loading	Section 4: After discussion, the members agreed that section 4.0 "records only" would be a good idea and when final billed, the pole loading needs to be uploaded to Sharefile.	2013	26
JPA Alert	05/15/2013 Alert: ISSUING A FORM 48 AFTER WORK IS COMPLETE: If a Form 48 has been issued stating that work has been completed on behalf of a member, the initiating member does not need to issue a Form 48.		
JPA Alert	10/17/2018 Alert: POLE LOADING WHEN THERE IS A PENDING JPA When initiating a JPA and you find that another member has a pending JPA and not yet attached, request their pole loading. Include the pending member's pole loading information on your pole loading. Discussed in Compliance Committee meeting on 9/18/2018.		

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Item 1793 Section 4 – JANUARY 2024 NOTES

Supporting information for this discussion.

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach when necessary according to their project plans. SCE does not monitor a member's attachment. The member is obligated to abide by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners. SCE is not asking for a change in the section. We are proposing the member process comply with the rules.

- The scope of Section 4 is sale and purchase of interest. The section is currently being used for construction.
- SCE has 12,083 active purchase of interest JPAs submitted by various members, dating back to 2010.
    - 3,876 purchase of interest JPAs must final bill before another member's JPA (1,657 F48 have been received for the 3,876, which is another problem to solve for…).
        - Members are being denied new business purchase of interest because they are not aware other members have submitted a JPA to purchase space, so they are not including a pending member's purchase on their JPA. The JPA is returned to the member due to inaccuracy. Extra work and resubmission could have been avoided if the JPC pole card was accurate.
- SCE has 2,510 replacement JPAs held up due to a member's purchase of interest JPA not yet final billed. With these, a member is attempting to purchase space into and attach to a pole that may no longer be in the field. (see scenarios below)
    - 1081 have no F48 but extension requests were received

Other sections where attachment is completed *after* final billing:

- Section 3.1. JPA final bills with a member's grade and space on the Proposed side of the JPA without attachment being completed.
    - Form 48 is not sent/received when member attaches.

Requiring a member to attach before closing out the sale of space is not aligned with verbiage of section 4.

Section #	The Rule	Member Process	Advantage of Member Process	Disadvantage of Member Process	Recommendation	Advantage of Recommendation	Disadvantage of Recommendation
4.0 - Purchase or Sale of Interest	Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned.	Used for member construction.		*Not in compliance with the Routine: Purchase and Sale *Delayed billing to close out purchase and sale *Complications with other member JPA approval and billing (bill before/after) *Constructing in space not owned (unauthorized) *Purchase pending for poles that have been removed *Pole Records inaccurate (cannot be updated to reflect joint ownership until JPA finals)	Return to and adhere to the boundaries of what the section says: Purchase and Sale of Interest. Timely submit final JPA to the SCJPC for billing to close out the sale and update the pole record on the website.	*Alignment with the Routine: Purchase and Sale *Timely billing to close out purchase and sale *Lessen the likelihod of denied JPAs for bill before/after *Member attachment will be in owned space within Routine timelines *Visibility of joint ownership to all joint owners on JPC record	*Member may no longer desire the space. **REMEDY: Member to initiate JPA to relinquish; submit for billing witin 90 days.**

Another Advantage of this Recommendation: all joint owners are sharing in maintenance of the pole in which they have ownership and will conduct business. 2/21/2024

Item 1793: Section 4.0 with Form 48

THESE ADDITIONS FROM JANUARY 2024 MEETING ARE NOT TO BE CONSIDERED AT THIS TIME AS WE WORK TOGETHER TO MOVE FORWARD. SCE, 2/21/2024

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0.

Additionally, the following cases shall require purchase:
(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

NOTE 4: Joint Pole Authorization to be submitted to Southern California Joint Pole Committee not less than 45 days and no more than 90 calendar days from the Date Sent of the preliminary or 18.1E cancellation will apply.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

(a) Emergency Replacements – Member replacing pole in an emergency must notify other owner(s) within 24 hours by telephone. This includes the emergency use of MOD/POLES. (See Sections 7.6 and 19.7)
(b) Free Attachment - Member maintaining free attachment must remove its facilities within 48 hours of telephone notification confirmed by Form 48. (See Sections 5.5 and 11.0)
(c) Maintenance Liability - Liability for maintenance extends 60 days from date sent of a Form 2 Preliminary Joint Pole Authorization involving a relinquishment, or from the date facilities were removed from pole. (See Section 19.0)
(d) Relinquishment/Abandonment of Interest – 60 days notice must be given to other owners when termination of ownership is intended. (See Section 5.1)

(e) Removal of pole or transfer of facilities must be completed within 60 days from date of Form 48. (See Section 5.0 & 7.0)
(f) After the final billing has been processed, all liability is assumed by remaining Member(s). (See Section 5.0 & 7.0)
(g) Temporary attachments allow for facilities of another Member to remain on a pole for a period of time, which is less than one year. (See Section 14.6)

Construction Start Date/Cancellation - The time limit for starting joint pole construction shown on a Form 2 Preliminary Joint Pole Authorization shall be 18 months from date issued. At the expiration of this time period, the following procedure should be followed:
If construction has not been started:
• Form 7 shall be sent by any member involved to request extension, which requires mutual agreement in writing, or to cancel.
• If construction has not been started and JPA time limit exceeds 24 months, explanation is required for extension. If no response, the JPA will be cancelled on the initiator's behalf. (Revised March 2016).

Purchase of Interest Cancellation - The time limit for the initiating member to transact an original Southern California Joint Pole Committee authorized typed or electronic final to the Joint Pole Committee for final billing for purchase or sale of interest with intent to construct is not less than 45 and no more than 90 calendar days from the Date Sent of the preliminary Joint Pole Authorization. At the expiration of this time period, the following procedure will be followed if final submission has not taken place:
• Form 7 shall be sent by the initiator of the Joint Pole Authorization to explain the reason for delayed final submission, which requires mutual agreement in writing if an extension is requested, or to cancel. The length of time of the extension must be stated.
• If no communication from initiator and no agreement for an extension, the JPA will be cancelled on the initiator's behalf and space will become available to other members.

added to address timely return of memos to the JPC

18.3 Form 2 Final - Completion

Copies of Form 2 Finals are distributed by the Joint Pole Committee office. Any discrepancies noted by the Committee on Form 2 Final will cause this form to be returned for correction, which must be addressed by issuing member and returned corrected to the Joint Pole Committee office by the next billing cycle. When form 2 Final has been issued, the Committee is authorized to proceed with the preparation of pole record and Bills of Sale. Upon request, the SCJPC will make available a memo to any member who is party to a JPA for 18.1F purposes. - - send this to angela

Item 1793: Section 4.0 with Form 48

BILL BEFORE/AFTER SCENARIOS

This is a small sample of a very large problem.

SECTION 4X SUBMITTED	BILL BEFORE	BILL AFTER	STATUS
U1 submitted to U2 2014	U2 Replacement 2016		U2 JPA on hold for billing since 2016. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2017	U2 Replacement 2018		U2 JPA on hold for billing since 2018. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2018	U2 Replacement 2022	U2(2)	U1 cannot bill until U2(2) 2019 Replacement bills. U2(2) replacement cannot bill until U3 4X final bills. U2 replacement cannot bill until U4 final bills 4X on pole that is no longer in the field.
U1 submitted to U2 2016	U2 Replacement 2021		U2 JPA on hold for billing since 2021. U1 requested extension. The old pole U1 requested to purchase into is no longer in the field.

We talked through the significant delays that bill before/after causes.

- If a member is purchasing at a different grade/space on the same pole, a pending 4X JPA should not hold up another member's purchase.
    - If all members have been added to the header, pole loading submitted, approvals obtained, then either JPA could bill first.

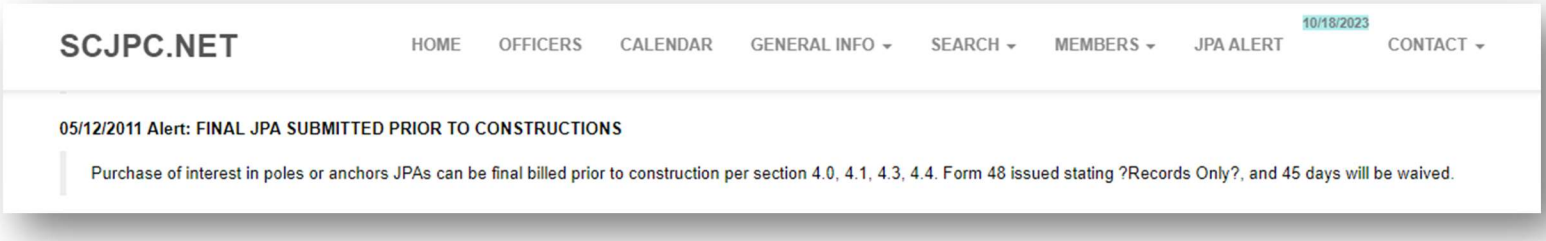
Bill before/after for 4X where construction is involved (erecting a new pole), must be considered. We have an opportunity here to revise the process, to work together to prevent delays.
SCE, 2/21/2024

Item 1793: Section 4.0 with Form 48

Notes shared by SCE 2/21/2024

A few things were said in the January 2024 Routine meetings that we would like to bring clarity to.

- **there is no such thing as a Records Only purchase and sale of interest**
    - Records Only F48 was introduced in 2011 to alleviate members of large, recurring backlogs due to JPAs not being billed.
    - Members were of the understanding that attachment had to be made prior to closing out their purchase of interest JPA. This thinking still lingers today, which continues to perpetuate large backlogs, delays in billing, and denials.
    - Members also were not following that process of closing out a JPA when attached, either not sending a F48, or sending a F48 but not completing final billing.
    - There are many months/years of meeting regarding the topic with members trying to figure out how to bill member's up front for their purchase.



- **if the intent is to construct then it is not just Records Only**
    - According to prior minutes, construction, pertaining to a pole, is a new set or replacement.
- **Records Only is to update if they go out into the field and see that the field conditions do not match the records then they submit a JPA to update those records**
    - According to prior minutes, this was not the intent of Records Only F48.

Of lengthy and recurring discussion in prior minutes was members **attaching to poles and not billing their JPAs to secure ownership**. It was solved for in 2012 with the addition of Records Only to the F48 and a JPA alert in 2011 stating that purchase of interest JPAs can be final billed prior to attachment.

It was stated in the February 2024 Routine meeting, this is no longer 1946, referencing prior minutes and the way things were done. Well, it is no longer 2011 either. We are in a new day and what was thought to work previously concerning section 4 is not working now. Judging by the minutes, in our opinion, *it was not working then either*.

The objective here is to bring the process current and compliant *to ensure that the pole records are correct in the JPC database, and all members are being compensated for purchase and sale equitably and maintenance as a joint owner*.

Item 1793: Section 4.0 with Form 48

SCE read older minutes, back to 1940. Here are some points of interest:

- There is nothing new under the sun. Everything we are going through now and trying to solve for has already been an issue previously. It is important to read the minutes and JPA alerts of previous years because many of our problems have already been resolved.

- **Records Only was added to the F48 in 2011 for sale and purchase of interest**.

- **Construction was a new set and replacement**. It was not *attachment* to an already existing pole. CONSTRUCTION refers to building a structure. ATTACHMENT involves connecting or fastening components to some part of that structure.

- **Purchase of interest under notice of intention, section 3.1, stated that purchase was not required until attachment was needed**. *This expectation ensures the integrity of members that none are just buying space with no intent to conduct business for customers.*

- **Reserved space was recorded as a sale of interest**. *Reading through the 1940 minutes, it seemed sale and purchase was a separate transaction, not part of the JPA process. There was much discussion of creating a separate form for intent, opposed to the construction involved with setting a new pole for joint use and replacement of an existing joint pole.*

- **Space to be occupied by each party shall be determined upon in advance of occupation**. *A member should not be attached to a pole that they do not own interest in. That was considered unauthorized.*

- **Sales were based on a member's future use of the space**, whether for themselves, to rent, or to sell to another member. *Back then, all usable space on the pole was expected to be sold*.

- **Notes on the 1940 Routine spoke to when monies were due for sale and purchase**. "Said amounts shall be due as soon as approved. No attachment whatsoever may be placed on a pole excepting by shareholder in such pole."

Item 1793: Section 4.0 with Form 48

CHARGES

Tenth: The owner or owners of a pole, new or old, which is to be used in combination with more parties, shall be allowed to bill against the said parties, amounts determined by the number of parties using the pole and the valuation of same, and the said amounts shall be due as soon as the parties, by their officials, have agreed to enter the combination, provided the said poles have been put in proper condition as specified in paragraphs above. Space for 1, 2 or 3 cross arms for regular use, or for two cross arms to hold one or two high tension three wire circuits, with or without two telephone wires elsewhere on pole, or one railway span, with or without one cross arm, and two or more telephone wires elsewhere on the pole, shall be considered one share. A space for one or two transformers, lighting fixtures or cable terminal will be considered as included in one share referred to above. No wires or fixtures whatever may be placed on a pole excepting by shareholders in such poles. The valuation of poles, having been determined as per Section 9, charges will be made as a fraction of the said valuation as follows:

When a combination is made, each incoming party shall pay the owners or owner, that fraction of the valuation represented by the shares to be occupied by it, and the pole is then owned by the occupants thereof in proportion to the number of shares occupied by each. The proceeds so derived by the owners of the pole which was owned by more than one party shall be divided between such owners in proportion to the number of shares owned by each.

See attached **Excel Spreadsheet** containing prior Routine minutes snippets pertaining to the committee's efforts refine section 4 to separate sale of space from attachment. SCE 2/21/2024

Item 1793: Section 4.0 with Form 48

Below is the proposed 4X process flow. This would be implemented moving forward. We all must work together to clean up the existing backlog, as it spans across all our companies with bill before/after. SCE 2/21/2024

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits JPA to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 Revisions from Maria Ortiz 2/20/2023

4.0 Purchase or Sale of Interest with Intention to Construct

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Section 4.0 is not to be used for the purpose of reserving space. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0

Additionally, the following cases shall require purchase:

(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space.

Refer to Section 18.1-D & 18.1-E for Form 2 & Construction Time Limits.

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

Form 7 / Form 2 – 18.1D Automatic Approval Timeline Issues

18.1D – Time Limits Involving Form 2 Preliminary Joint Pole Authorizations.

Automatic Approval - The Form 2 Preliminary Joint Pole Authorization will be considered approved when 45 days have elapsed from date sent of Form 2 Preliminary Joint Pole Authorization to other Member(s), and there is no written protest or request for review.

A Form 7 can not be used to shorten the the time limits of automatic approval. The time limits described by section 18.4 can not reduce the timeline prescribed by 18.1D.

OPTION 1 FIX:

18.1C Changes After Approval

B) A revised Form 2 shall be used for the following:
- Add owner(s)
- Add pole(s)
- Change from wood to engineered steel pole type (refer to Section 15.7)
- Change in scope of work (i.e. changes causing receiving member to reengineer and/or refield.)

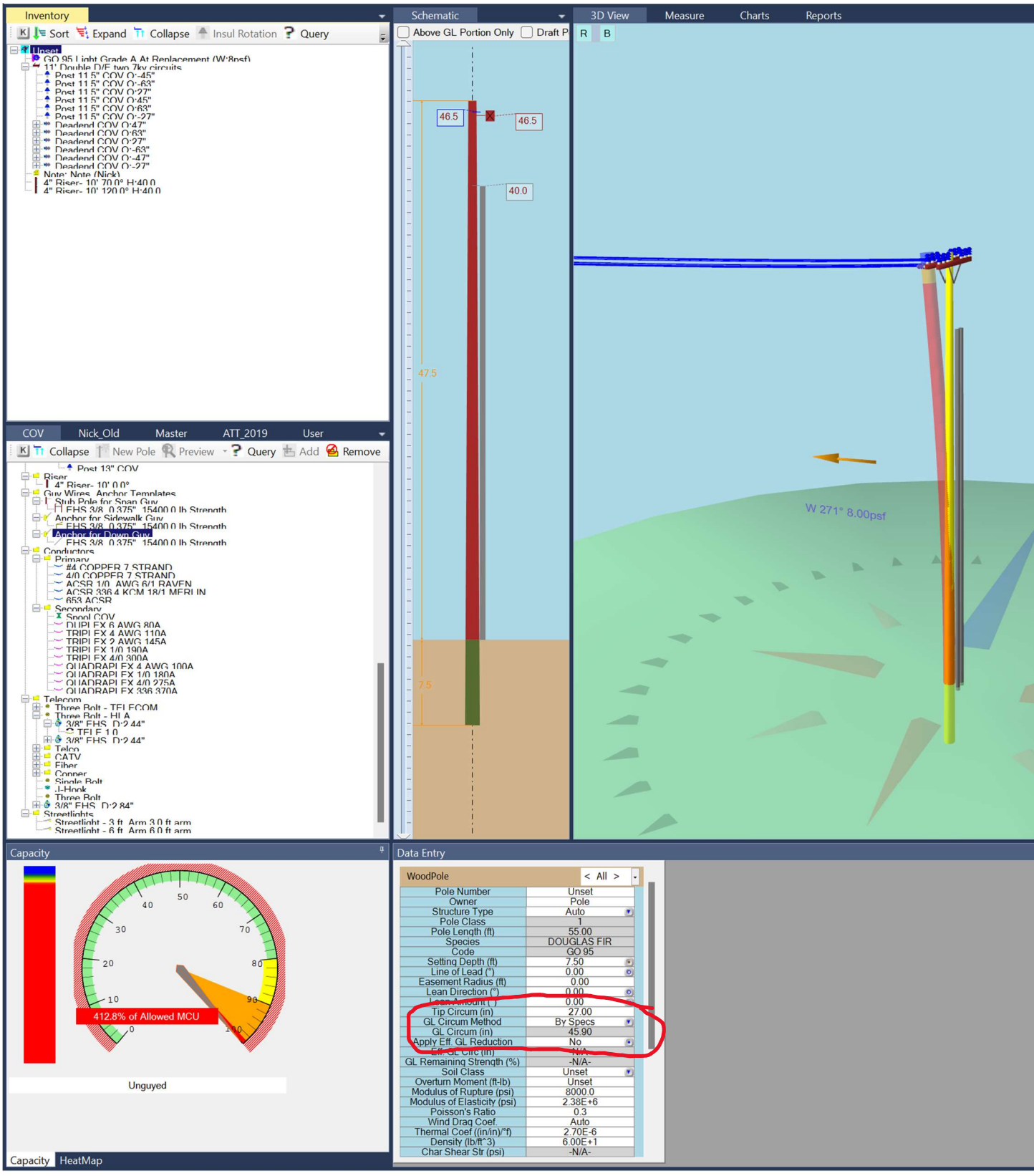
- **Make corrections to Pole loading that require receiving member to reengineer or refield.**

EXPLAINATION OF REQUESTED CHANGE:

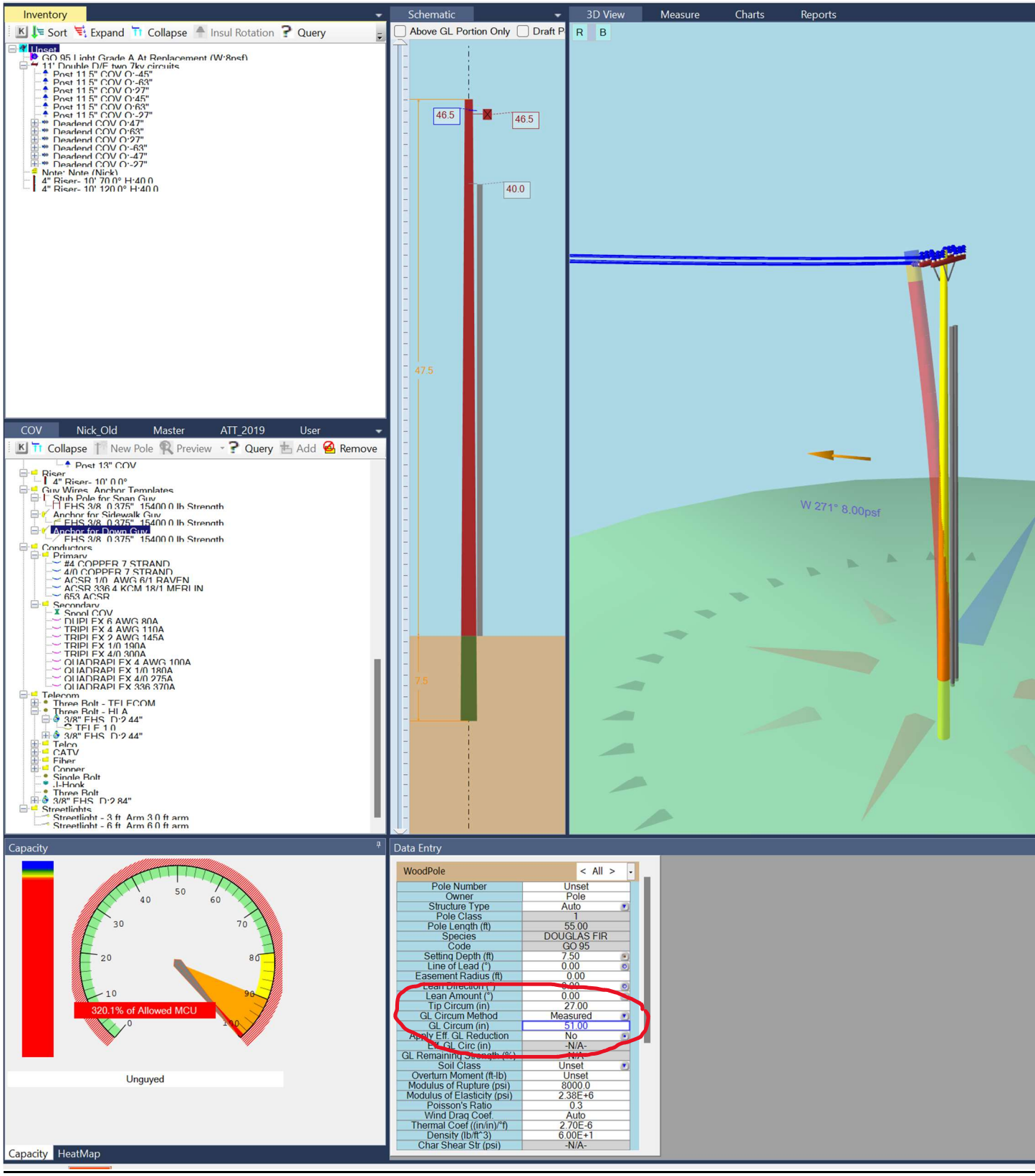
When pole loading is used as a means of denial it usually means there was something missed or an issue with the methodology. From my experience some of the more common issues are:

1) **Incorrect ground line circumferences (would require refielding) – Ocalc provides a minimum for the ANSI value at the setting depth. When I see exact numbers, I know a ground line is modified from the standard ANSI values. See below how modifying the ground line can drastically change the safety factor.**
2) **Incorrect modeling of span guys (would not require refielding)- A span guy carries a portion of the net resultant load from pole1 to pole2. The modeling of pole2 should include the resultant load in the model. Ocalc requires that the value be manually put in or use line design and link the objects. If the automatic mode is set, then the span guy will try to balance the loads of pole2 in the direction of pole1, when the known use of the guy is to back up the loads from pole1.**
3) **Modifying tension values in the conductor properties without using tools or methods of coming up with those values.**
4) **Verifying clearances when using section 4.3 (would require refielding) – when purchasing space withing 6ft of power and indicating the installation of a guard arm or arm, the proposed height of new attachment and height of power need to be verified. This change to the preliminary form 2 can also fall under the "change in scope of work (i.e. changes causing receiving member to reengineer and/or refiled).**

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

2023

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June					1 Utility 1 sends Prelim Form 2 + Pole Loading to Utility 2 & Utility 3	2	3
	4	5 Utility 2 Denies Based on Pole Loading	6	7 Utility 1 Re-sends updated Pole Loading with Form 7.	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22 15 Days from Utility 1 re-sends Pole Loading with Form. 7. Utility 2 does not respond to Form 7.	23	24
July	25	26	27	28	29	30	1
	2	3	4	5	6 Utility 2 responds to Form 7 noting the issue is still unresolved and is still denied.	7	8
	9	10	11	12	13	14	15
	16 45 Days from Preliminary Form 2 Date Sent	17 Utility 1 uses 18.D for Automatic Approval for Utility 2 even though they Denied Preliminary Form 2.	18 Utility 1 starts construction without response to Utility 2's Form 7.	19	20	21	22
	23	24	25	26	27	28	29
Aug	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
Sept	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

Southern California Joint Pole Committee

279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

May 15, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 11:12 a.m. via teleconference. Those in attendance were:**

Ms. Kay Black	AT&T California
Ms. Aarize Dizon	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Ms. Jacqueline Costa	Crown Castle NG West Inc.
Ms. Carla Stephen	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Ms. April DeBarge	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Shelby Mulvelhill	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Michael Pearson	Southern California Edison
Mr. John Bacon	City of Los Angeles
Mr. Wilson Salvador	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Mr. Jeremy Harmon	Verizon Wireless
Ms. Yesenia Delgado	Time Warner Cable
Ms. Alicia Smith	Sprint Nextel Corporation/Sprint Communications CO.L. P
Mr. Todd Dailey	AT&T California
Ms. Veronica Romero	AT&T California
Mr. Troy Stanard	AT&T California
Mr. Barry Consulter	AT&T California
Ms. Shawn Henderson	T-Mobile USA
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Heidi Seropian	Extenet Systems
Ms. Tamara Zaki	Boldyn Networks US LLC
Mr. Ben Coffey	City of Banning
Mr. David Campo	City of Lompoc
Mr. Irvin Orzuna	City of Glendale
Mr. Michael Truong	City of Burbank
Ms. Linda McLean	Extenet Systems
Mr. Matt Miller	MCI Metro ATS/MCI Telecommunications
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff

Ms. Anali Spencer Committee Staff

Ms. Ortiz could not attend the meeting; however, Ms. Black volunteered to chair the meeting. Ms. Black called the meeting to order at 11:12 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Black opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from any members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Black opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Black asked if any members had anything to bring up at this time.

There were no comments or concerns from any members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) – Ms. Black opened to Section 7.7 to include wood/non-wood for Ms. DeBarge. Ms. DeBarge stated she sent over the verbiage but did not create an excel example. Ms. Pranata requested the date the email was sent to pull it up. Ms. DeBarge stated she sent it on 4/4/24 and stated she would re-forward it to Ms. Pranata and Ms. Ortiz. Ms. DeBarge stated she only created the title change with the verbiage to match what they currently have for Section 7.13, encompassing 7.14 so they do not need both sections listed anymore, "7.7 Replacement of Pole Which is Used Jointly Without Authority (Wood and Non-Wood Pole)". Ms. Black asked if changing the title was sufficient or if the members wanted an example as well. There were no comments or concerns from any members and this item will be moved to Discussion for June. Ms. Black asked if an item number was necessary to track this. Ms. Pranata stated it could stay under Item 1597 unless the members wanted to create a new number. Mr. Van Stryk stated it should have its own number. Ms. Pranata stated the new Item number would be 1796.

There were no further comments or concerns from the members.

Agenda Item 5 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Black opened to the members Section 4.0 with Form 48 and opened it to Ms. DeBarge. Ms. DeBarge stated that this item number is trying to solve a problem to bring them back within the boundaries of the Routine Handbook Section 4.0. The members sell space and if the attachment is immediate or not and at the close of the sale that space belongs to that member to attach according to their project plans. All this by abiding by Routine standards and rules for attaching and maintaining the purchase space on the expectation upon approval is payment and the SCJPC record to be updated to reflect joint owners. She asked if the members all had the opportunity to review the documents provided in March. Ms. DeBarge stated that today SCE

is moving for an immediate commencement of records only Form 48's with all Section 4.X purchase of interest JPA's. SCE was hoping to implement this in January 2024 but there have been several good conversations in January-March around Section 4 and how it once fit in the Routine and how it fits today. To date SCE has received 4,267 purchase of interest poles on 520 JPA's. There continues to be the traffic jam of bill before/bill after's. She stated 158 of the above mentioned JPA's are bill before/bill after. SCE is feeling the struggle of another member sending a JPA missing a member then it has to be taken back to include that member and go through the R01 process. She stated as a base owner SCE does not require a member to attach before they own space, however SCE does require a member to be a joint owner before making an attachment. She stated no wires or fixtures may be placed on a pole without joint ownership otherwise it becomes an Unauthorized Attachment. The time the member final bills their Section 4.X JPA and deliver said monies to base owners or other joint owners on record and will establish the member as a joint owner in that pole and upon approval joint owner may begin attachment. No wires or fixtures should be placed on a pole without ownership that is validated by the member code being displayed on the SCJPC pole record. Ms. DeBarge stated that Section 10.9, rearrangement, and Section 3, the setting of anchor or arm should not hold up a purchase of interest JPA. Though the Right of Way rules have no bearing on how the committee runs their business, with the current Right of Way rules rearrangement of facilities is allowed without any update to the joint pole record. Ms. DeBarge stated grade is not as important as it used to be. In previous discussions liability and litigation. During litigation it is asked if they are an owner on the pole with anything attached. The specific height of attachment does not play a vital role in those kinds of conversations. She stated that she thinks this is the first step towards having an accurate record but there are a lot of moving pieces that need to be addressed where the Routine is not moving. Ms. DeBarge stated Section 13.3 could be used to correct grade and space, it is not a requirement as grade would be documented with the next member coming in to purchase space. That member would capture the grade and space that is out in the field as well as the replacement process through a signed copy of the JPA. She stated that as far as anchors being proposed for shared joint use if at the end of a project it is decided that the anchor was not set/needed then that is an issue that can be worked out through the joint owners of the anchor which could reasonably require a Section 13.3 JPA to clear the record of the shared anchor. She stated that as far as liability in case of equipment to a pole that causes damage to a property or communities due to overload or natural disaster, all joint owners in a structure may be included in conversations to assess the attachments and the sequence of events. Having a pending JPA opposed to being on record as a joint owner does not preclude the member when/if this occurs. As a joint owner they will be required to participate in maintenance and inspection programs whether they are attached or not. She stated that all this seemed to be part of the previous conversations. She stated SCE cannot tell them

how to run their business, but perhaps they could consider purchasing interest closer to their timeframe of attachment if it is not ideal for their company. She stated the way it works out now, is JPAs stretch out to two plus years. Ms. DeBarge stated inspections are every five years split amongst the members. The member taking part in the replacement, though not attached, is just part of doing business. She stated that now replacement JPAs are being held up by not billing a JPA.

Ms. DeBarge stated the last piece is clean up, which SCE has started doing this, and she thanked the members for their cleanup efforts as well. She stated SCE is not granting any extensions at this time which were based on whatever pieces of the work they are being tied up with permits, but stated that does not have anything to do with the purchase and sale of space, so extensions are not needed. For billing out of sequence, it was said that a member should be able to bill their JPA before another member without having to wait on another member, but this is happening and there is a huge back log, and they are seeing billing out of sequence. She stated they have a bill out of sequence process that has been reintroduced from 2012 to help with the cleanup process. Ms. DeBarge stated it is not reasonable for SCE to hold up billing on a replacement JPA waiting on another member to purchase interest on an old pole that is not even there anymore. Ms. DeBarge stated that SCE has been moving pole from foreign JPA's to bill on SCE JPA's and they will continue to do that with more Form 7's for this. She stated that members are reaching out to do the same thing and SCE will continue to work together to get the backlog cleaned up. Ms. DeBarge asked if there were any questions. Mr. Van Stryk stated he had two questions. He inquired if pole loading will still be required. Ms. DeBarge stated it would. Mr. Van Stryk asked if Section 7.8 will still apply where if they are purchasing within one year SCE will still do a Section 7.8. Ms. DeBarge stated that this does not change any of that and asked Ms. Allen if Section 7.8 only applied to a brand-new member who has joined the committee. Ms. Allen stated she needed to look up the example. Mr. Van Stryk stated that he has been using Section 7.8 as someone purchasing within one year, so he needed to know if this is being used correctly. Ms. Allen stated she has not processed one and there is an example. Ms. DeBarge stated they could look at this one since it has been many years since they tried to use it. Ms. Allen read the section states "When original owners request the replacement of a pole 25 years or older in which other owner has purchased interest within one year, that is when they would get the refund" which is when Section 7.8 would be used. Mr. Van Stryk stated this answered his questions, but created a new one he will need to look into. Ms. DeBarge asked if there were any concerns with making this becoming immediate requirement. She stated they will need a cutoff date and a start date. Ms. Black stated that these would need to be Routine Handbook edits. Ms. DeBarge stated that with the requirement of the records only Form 48, Section 18.2 is clear, it is the sending of the final bill not less than 45 days and no more than 90 days from the Form 48. It will cover the JPA coming in and the sending to the SCJPC for

billing. She stated Section 4 does not clearly say the timeframe but if that were something they would like to add where purchase of interest Section 4 shall be billed and finalized within 90 days or some members had thought 120 days was better. She stated that they were basing it on the receipt of the Form 48. Ms. DeBarge stated she does not see that those need to be updated before they start utilizing the records only Form 48. Mr. Harmon stated that he would like to see how it would be integrated into the Routine Handbook since they have not data tested this per say, but if they put it into the Routine Handbook then they can see the potential conflicts or confusions and then the proposed changes could be voted on. Ms. DeBarge stated that based on today's conversations, they will need to get clarity on Section 7.8, and Section 4 with the timeframe. Mr. Harmon stated that he wanted to clarify that this is predominantly for purchase of attachments on existing poles, but in the event that a new attacher or a member wants to attach to the pole but needs the pole replaced, they would not want to pay for that until the work is done. He stated to the extent it is a billing only purchase requiring significant work to be done, he stated he believes his client would not want to pay for that work. Ms. DeBarge stated that SCE does not approve purchase of interest on any poles that have to be replaced, a denial would be sent for that. Mr. Harmon wanted to caution that if any attachment in the state of California needs a pole to be replaced to get on a pole, it is SCE's obligation to do such required by law. If there are no engineering or liability issues that have to happen, so make ready per the Right of Way rules includes the pole being replaced. He stated that any entity can ask SCE to replace a pole to allow their attachment and such is the same with AB1027 that requires municipalities to provide the necessary make ready to provide the attachment to the pole up to pole replacement. Ms. DeBarge asked members who are familiar with the regulatory rules to chime in because from her understanding the Right of Way rules do not apply to the SCJPC Routine. Mr. Harmon stated that it applies to SCE doing business in the state of California with other companies. He stated the Right of Way rules govern pole attachments in the state of California. He stated that they need to take a look at the Right of Way rules and requirements the IOU's, ILEC's, and other parties must provide. Ms. DeBarge asked Mr. Harmon what he was suggesting be changed. She stated SCE does not approve selling space on poles that are failing and proposed for replacement. Mr. Harmon stated that Verizon Wireless has purchase space on SCE poles that have failed before through a Section 7.11 and they all share in the cost. Ms. DeBarge stated that is not a Section 4, which is what they are talking about here. Ms. DeBarge stated that a member can propose for SCE to replace a pole, but that is not what is being discussed with Section 4. She stated that if a member sends in a Section 4.X, for example on Pole A but that pole is deteriorated and is slated for replacement, SCE will not sell space on that pole. On Pole B when it has been set the member can purchase interest on that pole. Ms. DeBarge stated that what is being proposed is for Section 4 only. She stated she will see how this is integrated for Section 7.8 and create a write up for Section 4 and the

timeframe. She stated she will look at Section 18.2 and Section 18.7 as well only for clarification on how that plays into Section 4. Ms. DeBarge asked if there were any other comments and thanked the members working on clearing this out. Mr. Dailey asked if Ms. DeBarge will be sending the proposed Routine Handbook edits to the members. Ms. DeBarge stated she would send it to Ms. Pranata to forward to the members.

Agenda Item 6 – Item 1795: Billing Out of Order Process (K. Black – AT&T California 4/25/2024) – Ms. Black opened and stated she worked on writing some edits for the Routine Handbook. She stated offline, Ms. Dizon sent Ms. Allen an example that she worked on, and Ms. DeBarge also took a look at it. Ms. Black asked if any members needed an introduction to this or if all the members were clear on what was going on. There were no comments or concerns from the members. Ms. Allen shared JPA NXT-17081-065 that finalized in the past (see attached). Ms. Allen explained NG billed a JPA out of sequence and NXT was unable to attach and did not know how to. She stated that in 2012 it was decided this would be a process on where NXT could bill this before NG attached, ignoring it. She stated that in 2012 they did not agree that NXT would bill NG for their portion of the pole after NXT attached. The only difference with this now is she has been asked by the committee to show NXT to bill NG the fourth of a cost shared cost of the pole after NXT attached. She went to the original JPA where NG attached that billed out of sequence and went by the date sent on that JPA for proper billing. Ms. Allen billed by that date sent which was 2010 and used those prices for the fourth of the shared cost for billing This was not the process in 2012. She stated that just recently she changed/updated when doing the SCE example, SCJPC feels that the record side should match the old dead pole record and not with NG attached. This way it will be easier for the billers to bill. NXT would be billed prior to NG billing out of sequence. NG would not bill NXT. An additional billing on the billing out of sequence with NXT billing NG so that they would get their part of the owners shared due to them. As if all went in order. Ms. Allen stated that currently it shows Section 1.2 for Approved. AT&T California proposes to use Section 13.1. Ms. Allen then stated that current it shows "RECORDS ONLY" under Accounting Date and SCJPC proposed to change to **SPECIAL BILLING** She stated that since money will be involved it should not be "Record Only." In the Location and Nature of work where it originally stated "NG FINAL BILLED" the SCJPC is proposes for the members to add the JPA number that was Final Billed out of order so when billers process the JPA they can find the JPA quicker. Ms. DeBarge inquired how would they know what was on the record before it changed so they do not get a memo back. Ms. Allen stated that they could look up the Dead record online. Ms. Allen stated that they would go to Advanced Pole Search on the SCJPC website and type the pole number in and all the records will be brought up. Ms. DeBarge asked if the original proposal in 2012 was 1.2 and now AT&T Proposed 13.1. Ms. Allen stated that was correct. Ms. DeBarge stated for the record they are on a slippery slope

for a memo and asked if they can't just use what they have for the billing and they just ignore that the member is on Record now. Ms. Allen stated that if that is what the members would like it can be done. She further stated that she was trying to base it on the original JPA as well so it would be easier for the billers to match the original JPA, but whatever the members decide is what will be the process. Ms. DeBarge stated that humans wrote these JPA's so there is room for error especially if the record is not correct. Ms. Allen asked to confirm that they would like it to show the new Active record. Ms. DeBarge asked how it would impact the SCJPC for billing. Ms. Allen stated it won't affect the billers at all. Ms. DeBarge stated she will save her comments for the SCE JPA and leave this for the communication companies. Ms. Allen stated she will train the SCJPC staff per the instructions given. Ms. Black stated that if AT&T California had a vote right now, it would be for the Active record because she has spent a lot of time on training and writing Job Aids that the state the record side of the JPA has to match the Active record. Ms. Dizon stated that she prefers the Active record as well because whoever is preparing the JPA may forget what the process is and then it just becomes another memo. Mr. Van Stryk agreed with the Active record being better. Ms. Black stated that before moving on to the SCE example she wanted to talk about the Section 13.1 and if the members were ok with this instead of Section 1.2. Ms. DeBarge stated SCE likes it and Ms. Dizon stated Crown Castle agreed. Ms. Black asked if the members were also ok with "Special Billing" instead of "Records Only" in the Accounting Data. The members agreed that was ok. Ms. Black asked if the members were ok with the JPA that billed out of sequence be at the bottom of the Location and Nature of Work. The members agreed. Ms. Black stated "Special Billing" also would need to be added under every pole on the JPA that required "Special Billing" Then members agreed. Ms. Black then stated that one of the examples she saw floating around was a multi pole JPA but only two poles were out of sequence. Ms. Allen showed the JPA that had multiple poles on it and that "Special Billing" was added under every pole or pole replacement that billed out of sequence. Ms. Allen stated for members to note that when it does happen, they would need to put a section on the pole that is not being special billed. Ms. Black stated that SCE also had an example but wanted to make sure before moving forward with that, that with what she was currently seeing they do not have to send anything out and wait 45 days, they would only add the member who billed out of order onto the header so that they can get their portion on the final bill and see it for the first time then. Ms. Black stated she would be ok and what would be a challenge is if they would have to send it out and wait. Mr. Van Stryk stated that the only issue he would see with not waiting is specifically with replacements not being able to verify they did not miss anything for the charges like asphalt or cement repair. Ms. DeBarge stated that as far as the not waiting, it is to not have to go through the R01 for the other member and it is still within the JPA process. Ms. DeBarge asked when a member would not have the 45 days. Mr. Van Stryk stated that he is ok with them sending the Form 48 the same time they send the Form 2, but

allowing time for review means there will be time to double check a line wasn't deleted to make room for the asterisk special billing on one of the pages. Ms. DeBarge clarified what she was saying to Ms. Black is that an R01 would not be needed like when adding a member normally, but that the JPA would still need to go through its normal time frames. For this example, (see attached) ATC and FTR would get the normal timeframes. Ms. Black stated that she was ready to go ahead with members not getting any time frame and just get added to the header and they would process the final bill showing that they are special billing. Ms. DeBarge reiterated that members on record would still get their same time frames, just letting the member that billed out of sequence know they are not getting any extra time. Ms. DeBarge stated it is like getting a memo back and finding that they billed, so they fix it and there is no 45 days anymore because they are fixing their memo and sending it back to the committee. Mr. Van Stryk stated for replacement JPAs if they forget to send it or do not send it to a member who is attached, they would still need to send it to them and do a revision. Then add them as a Section 7.7. He stated that if it was billed out of order, it still would not remove the responsibility to send it to them in the first place. Ms. DeBarge stated that what SCE has run into is that billing is simultaneous, especially with the cleanup they are working on. SCE has done their due diligence, and they were supposed to bill after but for whatever reason it billed before. Ms. DeBarge stated that this is billing out of sequence and not the R01 process. The R01 process applies only if a member is left off a JPA. Ms. Black agreed. She stated that the situation was not necessarily that a member was forgotten in the header, just so much time has gone by on their preliminary that a new member purchased interest and they did not know about the other member because they were not on record., They did not get a preliminary sent, but by then the other member already final billed. Ms. Black stated that they are just trying to true it up and there would be no changes that they could make if they did send it to them. They are just trying to true up the record and fix the billing and make it fair. Ms. DeBarge stated that SCE has had situations where they never got a member's JPA and they bill and there was a replacement that needed to take place. She stated there are different scenarios as to how this comes about. Mr. Van Stryk stated that in the purchase of interest example he does not think there would be an instance where the member who purchased out of order would pay more after they sent in the correction because the number of people on the pole goes up and their cost goes down. Ms. Black and Ms. DeBarge deferred to Ms. Allen for this. Ms. Allen stated that she was looking for the example. Mr. Van Stryk stated that what he is trying to get at is in a pole replacement their cost could go up quite a bit and it could be a sticker shock when they find out what they are on the hook for now for a replacement that they had no idea took place. Whether or not what they did was justified, Mr. Van Stryk is saying more so in the notification sense, allowing them time to make sure they did not make a mistake. Ms. DeBarge stated if it happens at the 45-day stage that means that the Form 48 has been sent out and it's noticed then

then they'll automatically get 45 days to review because they don't send the JPA in for Billing until the 46th day. Mr. Van Stryk stated long as it's not instantaneous. Mainly for the pole replacement part because Mr. Van Stryk can see that becoming a contention or disagreement.

Ms. Black moved on to the pole replacement example. Ms. Allen shared JPA E6034-405972103 and stated that for the example shown one of the questions asked in a email between some members and SCJPC if the billing for authorized costs should be ½(1) or 1/3(1). Ms. Allen stated she thought it would be ½(1) for the authorized costs because this should be prior to the billing out of order JPA and whoever is billing would lose out on money if it was 1/3(1). Ms. Allen created the example to show the PTD was prior to NG final billing out of order. E would bill FTR the joint cost and ½(1) for any authorized costs. Then the new pole would be billed with NG. Mr. Van Stryk confirmed NG was attached prior. Ms. Allen stated they were. NG had paid $80 to E and FTR that they will have to eat up because they are now going to pay again $1090 for being attached on the new pole. Mr. Van Stryk stated that then technically wouldn't Frontier Communications be paying for the transfer of Crown Castle's cable with Item 83. Mr. Harmon stated no. Ms. Allen explained that E would just bill FTR because they were the only one on the joint pole. Ms. DeBarge stated that this is the problem that they have with the backlog, NG purchased into a pole that was no longer there and they should have just purchased into the new pole. Ms. Mulvehill stated that the story behind this pole was it was an FTR only pole that SCE replaced int 2015. The NG JPA was received in 2016 and they final billed right before SCE final billed. Ms. Allen asked if this would be right at the joint cost to FTR. Ms. Black stated that they could table the rest for the next meeting and Ms. Allen can send out the examples to the members.

Agenda Item 6 – Miscellaneous Issues –

- **Time limit & 18.1D clarification for Form 2 and Form 7** (N. Van Stryk – City of Vernon 5/23/2023) Ms. Black stated this item is on hold until Item 1793 is completed.
- Ms. Black asked if there were any other miscellaneous items. There were no further comments or concerns from the members.

Agenda Item 7 – <u>Review of Action items</u>/JPA Alerts –

- Item 1796 for Section 7.7 to change title to include non-wood poles will be up for Discussion next month.
- Ms. DeBarge will memorialize with her purchase of interest for the Routine Handbook.
- Ms. Allen to forward the edited examples to go out and members to review and come back next month for further dialog.

The Meeting adjourned at 12:20 p.m. until June 20, 2024.

Transcribed by Anali Spencer – Committee Staff

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

PROPOSED 4X PROCESS FLOW	SCE	JPC member comments 3/20/2024	BLUE: JPC Meeting comment	GREEN: Member's feedback from conversations outside JPC meeting
		Concern that this could create a system where space is being reserved. Space is being purchased for use. Members purchase space to attach and conduct business. Reserving (hoarding) space would be purchasing with no plan to use, whether it be attaching own facilities, renting, or selling. This could also create **liability**. *If a member becomes an owner without physical attachment, they are liable. Liable for what?* Liability comes in if there is a GO95 infraction, it fails - if member is on the record but not on the pole, they would still take part in the replacement… Attorneys for companies don't want them owning space and not be attached? Price of doing business. Currently members are making base owners liable by attaching without authorization and also without a valid pole card update. **Perhaps need to fix the closing of JPA issue, to become official members**. This *is* a fix to the closing of the JPA - closing out purchase and sale at the time of signatures/18.1D. At that time a member becomes a joint owner in that pole. A member should not be attaching to a pole if they are not a joint owner on record. A member becomes a joint owner on record when their JPA final bills, not when they attach.		
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.	**24 months for section 18 - - reduce to 9 months**. **F7 to extend timeline - after 24 months cannot request extension**. Base owner could (and will) deny JPA after 2 years, UA… ROW rules. Must use space within 9 months. *planning to build and 9 months have gone by, at that time another company can use that space.* Any timeframe of attachment prior to purchase/sale does not fix the issue of (1) base owner being made whole (2) interfering with other member's ability to bill their JPAs. **Transaction of money**: buy in 4X, need replacement, need taller, etc., takes a long time. What's the expectation? Scenario shared of 6 years to replace a pole. That's too long - replacement construction has not begun, rules of 18.1E cancellation apply. Have 9 months to attach. Once you submit, its approved, 9 months to attach. If you don't send final within that timeframe someone else can buy. There is a ROW rule that states this. Require F48, must come along with the F48 with all the revisions. ROW ruling is clear, once you get approval you have to attach within 9 months or you give up space. Initiator starts the process over. Submits FINAL. Hesitation from 18 months to 3 months. *But the reduced timeframe is for purchase and sale, not attachment. Member still has extended time get permits, and do everything associated with attaching, which is outside the purchase and sell of the space.* How about 120 or 180 days? 90 day TA is doable in theory if no memo back and forth.		
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*	Each project has **allocated funds** and if it takes years to close the project funds have depleted. Billing upfront ensures purchase of space funds are properly allocated. 2nd F48 not needed - just like 3.1, no F48 required for attachment. For what reason would it be required? The "work" of the section was 4X, which was completed upon approval with the finalization of the JPA - money paid, pole card updated. For old JPAs, 181.F is in place. Approved, but not built - cancel. This is for construction - should not apply to attachment, however, it was a bandaid used for members who were not billing their JPAs within 18 months. Only want 1 F48. Work is contracted out; limited amount of time with that contractor. By the time attached, can't go back and say now send us a F48. Use the Records Only functionality of the F48. Compromise on timeline before penalization. Moving forward this is the proposal. How to address the backlog.		
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.	Some denied poles, not all, may cause a total reroute, so the whole JPA would be canceled.		
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.	Backlog - maybe contractor doesn't acknowledge the denial. Or the contractor has moved on and now the member has no record of a denial… Should be 4.1. *But was the denial due to safety? Member should not be attaching when denied, period, but so much more of a concern if due to safety* I should be able to bill my JPA before another member if I have attached first. I should not have to wait on another member to bill their JPA. Same applies with replacement… New pole is set. Why are we waiting for a member to purchase into an old pole that is not there?		
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.	like the idea of moving to another JPA. Initiator can set a temp pole. Some replacements take too long. Can they be put in a higher queue based on member need? Initiator may pursue a temp pole until the replacement takes place, at which time, the member would be notified via F48, only if they are on the replacement JPA, so it makes sense to be added to a replacement JPA.		
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.	Money back guarantee! The ROW is for the whole state of CA. 9 months. This would cover the member's purchasing space and not using it. You have x amount of time to close these jobs. JPA would have to be finaled. If you do not attach within 9 months, you can lose the space. Forced to relinquish. *The space is noted in the SCJPS database? And paid monies go back to initial iniator? There is plenty of "unattached to" space on record at the JPC.*		
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.	Members have options at this stage: section 4.4. on the purchasing side, if we see another member has space owned and is not attached, we would 4.4, and forge ahead, or add 5.1 for them to sign off on, if they really want to keep the space, they can deny our 5.1, then there is 10.9 to rearrange.		

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

Topic	Notes	Routine Meeting Year	Page
Unbilled JPA	Ms. Hernandez inquired as to the proper procedure to take when encountering the situation of a member who is not final processing a JPA upon completion. This practice by members is hindering the processing of other JPAs. She also stated that without the processing of the JPA, a member is conducting business without paying the costs. Her question is whether this situation should be addressed in the Routine Handbook, and if there is a time limit to final a JPA.	2000	6
Unbilled JPA	back in the day: the impact on member utilities when a JPA is not completed within a reasonable time. Ms. Dell responded stating that many times one single JPA that is not final billed, could be responsible for the delayed processing of several JPAs. She said that something is needed in the Routine Handbook that will motivate members to complete the JPA process. There is a revenue impact in that members are not getting paid as promptly as they could…in the past complaints were handled at Board meetings, however; it proved to be counterproductive…	2000	11
Unbilled JPA	18.1F: SCE has 3,500 foreign JPAs...He instructed his staff to separate those JPAs that are pending, and notify the initiating member to either final bill or cancel the JPA, or SCE would final bill the JPA exercising section 18.1-F. His objective is to decrease the backlog of foreign JPAs, which ties up resources due SCE, and other members.. Failure to Final JPA upon Completion of Construction was removed from the title… this situation was creating additional, unnecessary work among their staff. It seems in Jun3 of 2005 the handling of 18.1F was ineffective, causing extra work for all members involved, so there was a suspension of the section at that time, to restructure the process of handling these JPAs.	2005	10
Unbilled JPA	The members discussed extensively, the concern of final billing JPAs out of sequential order, for clarification. This issue would be discussed further.	2007	13
Unbilled JPA	originally the 18-month time frame was instituted in a two-party world; however, today the wireless bear the majority of the research, the 18-month time frame appears insufficient. She further added that in the near future, she would like to address the possibility of extending the time frame. It was agreed to discuss this issue at a later date…. Ms. Jennie Davis from DWP stated that her organization has many outstanding foreign JPAs.	2008	5
Unbilled JPA	He described a scenario to the members where a member initiated JPAs in 1999 and never final billed them, in the interim SCE replaced the poles with lightweight poles and discovered the member unauthorized, and corrected the problem. He inquired, in this type situation, what constitutes an unauthorized attachment should a pole be involved in litigation, and if this is an unauthorized attachment. Ms. Prouty responded that when all the members have signed and approved the JPA, the document is legally binding whether it was final billed or not. Mr. Chow inquired if it appears fair that when a member is discovered unauthorized, that in the interim, the legally attached members funded the maintenance while the illegally attached member did not pay maintenance for the specified time period. The members agreed that this scenario appears unfair. Ms. Chow stated that attachment is a two way process, 1) request attachment, and 2) pay for it...outstanding JPAs contingent on other JPAs being final billed. Ms. Hernandez stated that tracers should be utilized to aid in this situation. Ms. Prescott stated that perhaps members request a deposit on the front end of the process...	2008	6
Unbilled JPA	the lack of response within the time frame due to lack of resources has historically been the cause of members not following the Routine	2008	38
Unbilled JPA	Section 4: He further stated that construction does not have to be complete in purchases to issue a Form 48. He further added that he and Mr. Wolfe have discussed instances of purchase of interest, and perhaps another approach toward purchases could be entertained with the possibility of revising the process of purchasing interest. Mr. Cashmer questioned if construction is not complete, a Form 48 completion is required? Mr. Chow responded that per the Routine, construction verification is required prior to completing a Form 48 for the ability to finalize a JPA. He added that perhaps to circumvent delays in purchase of interest JPAs only, once the JPA is approved, then after the 45 days period has elapsed, that specific JPA must be finalized. Ms. Hernandez interjected that it is permitted to complete a Form 48 records only. Mr. Wolfe stated that this method is utilized in the North...Ms. Haney presented a scenario where NG reserves space on a pole, and might build in a year or two. However, in the interim, NG has taken the last available space on the pole, and now T-Mobile desires to attach. She added that now it is incumbent on TMobile to replace the pole, because NG has reserved space. How often has this occurred? Mr. Wolfe responded that the space belongs to NG, and there is nothing to compel NG to sell their space. Mr. Rodriguez stated a situation where NG and T-Mobile desired space on the same pole, which required replacement. In order to determine who would bear the cost of replacement, it was confirmed who was first to submit their proposal. In this situation is was NG first with T-Mobile following, and T-Mobile was obligated to arrive at a Plan B…. Ms. Hernandez stated that the idea of reserving space is good, however, it should notate on the pole record the space reserved. This would allow planners to know that space is owned, even though the owning party is not attached….	2008	54
Unbilled JPA	Section 4: He added that per Mr. Wolfe's suggestion in regards to purchase of interest, there is no need to wait until construction is complete before finalizing a JPA. He stated that after some thought; he is of the opinion that there might be other sections that could fall under this scenario, such as relinquishment where the sale or relinquishment is not dependent on any work being done...aid in expediting the JPA process...where members initiate the JPA, attach facilities, but do not finalize the JPA, in the interim they do not share in maintenance costs, only the owners on record bear the costs…finalizing the JPA and getting money exchanged. Ms. Hernandez recapped stating that today members are able to initiate a records only JPA. If there is no construction, there is no need to wait thirty days to final bill if all signatures have been acquired...	2008	61

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Unbilled JPA	Mr. Rodriguez responded that in the wireless world, 18 months is not sufficient time. He added that it takes about two years to get entitlement, so the wireless members are unable to construct. Mr. Wolfe suggested that if the wireless members in the two-year interim discover that they will not utilize the pole space, to relinquish it since it is a small portion of construction expense. Mr. Rodriguez questioned if Mr. Wolfe is suggesting finalizing JPAs prior to construction? Mr. Wolfe responded in the affirmative...Mr. Wolfe stated that there are obligations that if you reserve space to construct you enter into ownership. Mr. Chow stated that he agrees with Mr. Wolfe and Mr. Hunter that an open time frame for finalizing 4.0 is unacceptable from an owner's perspective...If you initiate a JPA you are an owner. Mr. Wolfe responded that until you finalize the JPA you are not an owner on record. Ms. Hernandez stated that the JPA is a pending JPA even if you are not an owner on record. Mr. Hunter responded that until the JPA is finalized one couldn't finalize subsequent JPAs that follow. The holdup is sometimes five to six years later. Mr. Wolfe reiterated that by reserving the space by finalizing the JPA is the right thing to do. Mr. Rodriguez stated that paying a reservation cost up front is not a problem, but paying for all the other costs of construction does not sound reasonable if the work would not be done for two years...Ms. Haney stated that she is certain that her organization would not agree to costs for construction that has not yet transpired. Mr. Wolfe responded that leaving JPAs floating is clogging the system and this is not the original SCJPC design, or to instill an automatic cancellation. Mr. Chow stated that reserving space, and inhibiting other members from using the space, and this includes fellow wireless members, there should be an associated cost up front... The members discussed the difficulty for the wireless members and the problems for the base owners...	2009	52
Unbilled JPA	He added that he would be proposing for section 4.0, that after the JPA has been reviewed and approved and there are poles that require special attention, that they should be removed from the JPA and addressed separately. This would leave a JPA where the purchasing party is able to move forward. After the 45-day period has elapsed, a member party to the JPA is able to finalize the JPA...	2010	6
Unbilled JPA	Mr. Chow reported that he has contemplated two methods for this billing. One is a fundamental change to how members are to operate, primarily those major pole owners. The method would be for purchases of interest only, that the selling party would be responsible for completing the final JPA. He added that the major communications members might be of the opinion that the purchasing party should continue to final the JPA. He added that it could continue as is where the purchasing party final bills the JPA, with the caveat that the selling party is to have the option of final billing the JPA, as any other member party to the JPA.	2010	11
Unbilled JPA	The purchasing of poles, 4.0, prior to attachment and any work completed, records only type job. She suggested in a 4.0 JPA to move forward with final billing without waiting for the Form 48, since the space is being reserved. She added that a Form 48 can be submitted noting "Records Only" on field work required, then final bill. In her opinion this should be stated in the handbook. She reported that Mr. Chow proposed members must purchase the pole if they want to reserve the space. If another member chooses to purchase, that member with reserved space is joint on the pole…	2010	15
Unbilled JPA	Section 4: Purchase of Interest for future use Ms. Hernandez stated that if her organization issues a Form 48 records only and on the remarks state the desire is to purchase space for an antenna to be built and complete at a future date, but the final bill would be as originally written. She added that this process does not delay other JPAs from being processed in the proper sequential order. Mr. Chow stated that he and Mr. Wolfe had discussed the topic of purchase of interest JPAs. He added that both agreed that this situation does not necessarily dictate the purchaser build to final the JPA. He added one could own space and not be attached at that moment in time. He added with that in mind, he and Mr. Wolfe agreed that one could purchase and attach when desired. He further added that this process is in place today, and if one realizes that in the future they no longer desire the space, there is the option of relinquishment. He added that this process has been in place and works successfully.	2011	21
Unbilled JPA	Ms. Hernandez then moved on to the second agenda item, Interpretation of Routine Handbook. Ms. Hernandez stated this issue is a standing item and addressed at every meeting. This issue addresses any foreign JPAs that should be and are not yet finalized. She reminded the members that it was decided at prior meetings that a JPA may be final billed even if construction is not complete to reflect purchasing the space. She inquired if any members had any other comments or concerns. There was no discussion on this item	2012	11
Unbilled JPA	Section 4: Mr. Chow suggested the if members wanted to purchase interest but not yet construct a section 4.0(A) be created and used for such instances.	2013	30
Unbilled JPA	currently members could potentially construct on a pole and not pay for it for multiple years until the JPA final bills. Ms. Prescott suggested the billing portion of the JPA process happen upfront. She explained, members would purchase space and be billed for it but the JPA would be pending until construction was completed. Ms. Prescott stated with this process, members would always know of any pending jobs on a pole. Mr. Eastwood pointed out under the current system Telecommunication companies are not required to notify owners if construction has occurred within the space they own, as long as it passes loading.	2014	3

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Unbilled JPA	After some discussion, it was suggested to final bill the JPAs records only. Ms. Hernandez stated the records only discussion led to pole loading discussion. She explained the pole loading discussion was if a record only pole record was created and another member wants to add or attach to the pole, the pole record would not reflect what is in the field. Ms. Hernandez also reminded members of the issue of notifying other members once the work is complete and the pole loading is up to date. Ms. Prescott stated one of the reasons for implementation of this meeting was to find a way to purchase space and receive payment for said space while the JPA is still pending completion of construction. Ms. Prescott continued, stating members would also be able to participate in maintenance since they would be owners of record... Ms. Prescott clarified; a preliminary Form 2 would be submitted showing the amount of space needed, a bill of sale created to show ownership, and a new form created for notice to construct. Ms. Prescott noted once the notice to construct was submitted, this would notify members to submit pole loading and the show what their intent is within their space. A Form 48 would be submitted notifying members of completion of work...only have this policy for purchase of interest section 4.0. She noted this could be a change in process on how Form 2s are issued. Ms. Prescott stated the idea behind this way of processing JPAs was to separate purchase from construction. The members discussed if the routine had to change should billing and construction be separated. Ms. Prescott suggested if the routine remained the same, the implementation of a notice to construct and a notice to purchase be added to the routine... Members would not need to keep record because the JPC database would have the pole record. Once members were ready to construct, the pole loading should be submitted with a new JPA indicating said member was ready to construct. Since before and after a member purchases nothing on the pole changes, the ready to construct pole loading will help members verify the facilities on the pole to ensure the new work can be completed without overloading the pole. After construction verification, an adjusted final bill would be submitted with itemized costs.	2014	7
Unbilled JPA	power companies had foreign JPAs that were not being final billed. She continued, explaining this was an attempt to reduce the backlogged JPAs by potentially final billing them under the proposed section 4.0(A) “records only.” Mr. Eastwood stated communication companies want to reserve space. The power companies want members to participate in maintenance costs and have JPAs submitted in a timely manner. Mr. Eastwood believes the best route to take to achieve the reservation of space, participation in maintenance costs and processing finals in a timely manner, would be the implementation of 4.0(A).	2014	10
Unbilled JPA	Section 4: Mr. Chow stated currently nothing is in place requiring members to notify other owners if adding facilities for sole benefit. Mr. Chow stated a key portion to the proposed 4.0(A) is pole loading, and verifying what is in the field is what is retained on record. Ms. Hernandez suggested amending the verbiage for section 18.1F removing the completed construction clause allowing the JPA to be billed 4.0(A)...because when a job is designed it has to take into consideration everything that could reasonably be put on that pole. Mr. Chow continued, stating because there is knowledge that the other member purchased interest, their pole loading also needs to be accounted for. Ms. Hernandez suggested Sharefile as a way to view pole loading making calculations readily available for all members to view...He continued, suggesting revising the verbiage in section 4.0 to include the implementation of a timeframe.. suggested members could purchase space, participate in maintenance, and submit pole loading for what is in the field. If the members entitlements do not happen or the job is canceled the owner can relinquish the interest. Mr. Chow reminded members the item was in association with foreign JPAs...Mr. Chow inquired if a foreign JPA does not get billed would Edison be able to issue a Form 48 and bill the JPA records only 18.1F. Ms. Hernandez stated after the timeframe passed Edison would be able to issue a Form 7 indicating the timeframe passed and requesting the JPA be final billed by the next billing cycle or the JPA would be final billed by Edison 18.1F. If no response is received from the Form 7 Edison would be able to move forward in billing the JPA 18.1F...	2014	24
Unbilled JPA	the process is already outlined in the Routine Handbook, the problem is members are not following protocol...subcommittee where members discuss old foreign JPAs and rectify why the JPAs are being held up	2014	28
Unbilled JPA	discussion led to members not wanting to use section 4.0(A). Ms. Pearson stated emails were sent out to members notifying members JPAs have not been final billed and if the JPAs are not billed by XX date Edison will final bill the JPAs 18.1F.	2014	30
Unbilled JPA	members agreed to leave section 4 as it is...Mr. Chow inquired if a Form 48 is truly required for a section 4.0 JPAs. He continued, stating if a member is reserving space and they do not intend to build in the near future, a Form 48 should not be required to final bill the JPA... She continued, asking after approval at what point could the JPA be final billed. Ms. Pearson suggested JPAs could be final billed 1 calendar year from Date Sent dated on the JPA even if construction has not been completed...processing the purchase of interest JPAs in a first come first serve manner. He continued, stating members would not be able to reserve space. Rather the company that pays for the interest first gets the rights to attach to the pole. The members stated that the Date Sent of the JPA is what dictates which JPA final bills first...Edison agreed to rework verbiage for sections 18.1 (D-F), 18.7, and section 4.0...	2015	40
Unbilled JPA	Mr. Chow inquired if a member is purchasing space why is a Form 48 needed. He also stated a member purchases interest section 4.0 to own space. He continued, stating many members own space on a pole and are not attached...Mr. Chow suggested a timeframe be implemented on the Form 48 when purchasing interest indicating after XX days the JPA will be final billed whether or not construction has been completed... Mr. Chow stated G.O. 95 dictates pole loading is to be provided at the time construction is done. Mr. Hunter stated even though a member is an owner of record, capacity on a pole cannot be reserved for them...	2015	87
Unbilled JPA	the process taken when an initiating member fails to final a JPA. Ms. Hernandez stated it is not the wish of a participating member to final bill a JPA for the initiating member; however if needed a participating member may exercise this option. Mr. Chow stated that in the time that Edison has been notifying members of their intent to final bill, and the initiating members reply that they will final; after research by Edison, the final billing does not transpire in many instances...	2015	91
Unbilled JPA	After review, the members agreed that a Form 48 is required for all sections except 4.1, 5.1(C), and section 13. The members also agreed that all other sections require a Form 48 but the 45 day timeframe can be waived with an agreement by all members.	2015	99

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Unbilled JPA	the space is not owned until it is final billed and a place marker cannot be added because it would be considered reserving space. Mr. Williams stated that if the JPA is final billed then the space is owned whether they attach or not. Ms. Mueller inquired if this negates the necessity for a Form 48. Mr. Williams stated that when they do attach they can do a Form 48 to inform the other members of the attachment. Ms. Hernandez stated that this would only be for purchasing not for replacing a pole.	2018	91
Unbilled JPA	Ms. DeBarge asked if billing of a purchase of interest JPA based on construction. Ms. Hernandez replied not always, it could be a records-only...anything can happen within that 24 months and if they went ahead and processed with their JPA that way when they purchase they will at least have the correct information... one of many issues from the process as a whole and a lot of it needs to be updated. The process as it stands is trying to accommodate something that is no longer valid and current in the industry…	2020	53
Unbilled JPA	Denials: denials are going back and forth, he thinks his main goal is to help streamline the denials that are going back and forth to make things a lot easier for all the members involved...When they initially submitted their loading, they did it to the best of their ability. For another member to come back and say it is no good and they need to revise it, but not tell them how, is not playing nice in the sandbox because they would do the same as well. With the denials concerning pending JPAs, he feels that if a JPA is going to be denied based on the mention that there is a pending JPA somewhere out there, that JPA must be dealt with. It cannot be a JPA that has been denied. He does not think it is fair for everyone just because they cannot revise their loading based on a pending JPA that has loading that did not pass… the back and forth with the denials hurts any project or any job that they have moving forward. It kills it and definitely needs to be looked at…	2020	99
Unbilled JPA	Mr. Carrion stated that Crown Castle does not issue JPAs for builds that they do not intend to do. Mr. Serrato stated that everything is initiated because they have already secured business. Mr. Carrion stated that they have plans in place and everything has been designed, it is at that point they initiate JPAs, and they assume that is the same practice for other members. Mr. Serrato stated that is evident in their project numbers build into the JPA...Mr. Carrion stated that because they do not issue JPAs they do not intend to do, it does not mean there are not any delays. Sometimes things do take two years or a little over.	2021	137
Unauthorized	You are illegally attached if you have not purchased interest. This was an ongoing conversation since 1999 revolving around the Pulsiver decision and the $500 penalty fee to be charged to utilities that are illegally attached (unauthorized), that members should not be treated differently than non-members in regards to illegal attachments.	2001	1
Unauthorized	She added that today, she is of the opinion that the current penalty for section 4.1 is no longer a deterrent toward unauthorized attachment. She shared a personal experience in which she overhead a construction personnel remark, when accused of this violation, quoted “so bill me”. It appears the benefit of attaching illegally outweighs the unauthorized attachment penalty, since the incoming member is conducting business and collecting revenue immediately, rather than waiting for the entire JPA process to be completed. She added that she is now of the opinion that this issue requires serious consideration. It appears that the 50% penalty is no longer a deterrent to illegal attachment.	2007	7
Unauthorized	Ms. Goetz stated that what prompted this issue is the method of attaching Altrio Communications had practiced in the past, which resulted in loss revenue to members. Ms. Prescott stated that members are attaching prior to processing a Form 2. Since the action is not approved, then it is an unauthorized attachment.	2007	8
Unauthorized	He added that all members have encountered a purchase of interest JPA that has remained open for one to two years. He further questioned that at what point in time should a lengthy purchase of interest JPA be considered a 4.1.	2008	53
Routine Interpretation	JPAs finalized as Section 18.1-D. The members agreed that the primary problem with the routine sections is the interpretation, and the original intent. Since revisions are updated, and effective the first of every year, the consensus is to publish on the SCJPC website, the intent and interpretation of the section in question. This would require adding a new interpretation section to the website. Mr. Chow added that on the web, it would state the section verbatim, and the ad hoc’s agreed upon interpretation.	2006	6
Routine Interpretation	Mr. Brown stated that the Routine is a planner, and must be clear and concise enough in order to leave nothing to the imagination. Mr. Chow stated that in his opinion it is not written as such.	2007	9
Routine Interpretation	Mr. Chow stated that the Routine was written to lend itself to the method business was transacted between members thirty or so years ago. In his opinion, it does not fit in today’s world of joint pole transactions, especially the wireless organizations.	2007	26
Routine Interpretation	purchase of interest with an estimated planned construction start date	2013	35
Routine Interpretation	Ms. Hernandez stated the ultimate goal is to have the entire foreign JPAs final billed so all members incur ownership costs. She was of the opinion that billing and field verification need to be separated.	2013	37
Routine Interpretation	Mr. Chow stated he is in favor of members purchasing the space if they plan to construct rather than reserving the space. Ms. Hernandez agreed stating members could relinquish if they did not need the space.	2014	3

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Policing Members	Mr. Brown stated that Edison's major concern is the over-lashing and overbuilding on poles. Ms. Dell stated that another concern is the wind loading issue, and testing for wind loading on leads. Mr. Bengtsson commented that this is a GO 95 issue. the members do not police one another. That members are aware of their individual responsibilities. Mr. Bengtsson stated that policing could create problems. The decision is to discuss this issue with Edison, locate any major concerns, and to leave this issue on the agenda for further discussion.	1999	18
Pole on Other JPA	JPA not final billed denoting owned space: Mr. Chow stated that he disagrees, because a member should not list on the header if said member is not a member on record. Ms. Hernandez explained how she denotes the pending JPA on the later JPA. She added that this is necessary so that no two members vie for the same space and grade, which could happen when members are not informed.	2007	17
Pole Loading	Section 4: After discussion, the members agreed that section 4.0 "records only" would be a good idea and when final billed, the pole loading needs to be uploaded to Sharefile.	2013	26
JPA Alert	05/15/2013 Alert: ISSUING A FORM 48 AFTER WORK IS COMPLETE: If a Form 48 has been issued stating that work has been completed on behalf of a member, the initiating member does not need to issue a Form 48.		
JPA Alert	10/17/2018 Alert: POLE LOADING WHEN THERE IS A PENDING JPA When initiating a JPA and you find that another member has a pending JPA and not yet attached, request their pole loading. Include the pending member's pole loading information on your pole loading. Discussed in Compliance Committee meeting on 9/18/2018.		

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Item 1793 Section 4 – JANUARY 2024 NOTES

Supporting information for this discussion.

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach when necessary according to their project plans. SCE does not monitor a member's attachment. The member is obligated to abide by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners. SCE is not asking for a change in the section. We are proposing the member process comply with the rules.

- The scope of Section 4 is sale and purchase of interest. The section is currently being used for construction.
- SCE has 12,083 active purchase of interest JPAs submitted by various members, dating back to 2010.
    - 3,876 purchase of interest JPAs must final bill before another member's JPA (1,657 F48 have been received for the 3,876, which is another problem to solve for…).
        - Members are being denied new business purchase of interest because they are not aware other members have submitted a JPA to purchase space, so they are not including a pending member's purchase on their JPA. The JPA is returned to the member due to inaccuracy. Extra work and resubmission could have been avoided if the JPC pole card was accurate.
- SCE has 2,510 replacement JPAs held up due to a member's purchase of interest JPA not yet final billed. With these, a member is attempting to purchase space into and attach to a pole that may no longer be in the field. (see scenarios below)
    - 1081 have no F48 but extension requests were received

Other sections where attachment is completed *after* final billing:

- Section 3.1. JPA final bills with a member's grade and space on the Proposed side of the JPA without attachment being completed.
    - Form 48 is not sent/received when member attaches.

Requiring a member to attach before closing out the sale of space is not aligned with verbiage of section 4.

Section #	The Rule	Member Process	Advantage of Member Process	Disadvantage of Member Process	Recommendation	Advantage of Recommendation	Disadvantage of Recommendation
4.0 - Purchase or Sale of Interest	Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned.	Used for member construction.		*Not in compliance with the Routine: Purchase and Sale *Delayed billing to close out purchase and sale *Complications with other member JPA approval and billing (bill before/after) *Constructing in space not owned (unauthorized) *Purchase pending for poles that have been removed *Pole Records inaccurate (cannot be updated to reflect joint ownership until JPA finals)	Return to and adhere to the boundaries of what the section says: Purchase and Sale of Interest. Timely submit final JPA to the SCJPC for billing to close out the sale and update the pole record on the website.	*Alignment with the Routine: Purchase and Sale *Timely billing to close out purchase and sale *Lessen the likelihod of denied JPAs for bill before/after *Member attachment will be in owned space within Routine timelines *Visibility of joint ownership to all joint owners on JPC record	*Member may no longer desire the space. **REMEDY: Member to initiate JPA to relinquish; submit for billing witin 90 days.**

Another Advantage of this Recommendation: all joint owners are sharing in maintenance of the pole in which they have ownership and will conduct business. 2/21/2024

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THESE ADDITIONS FROM JANUARY 2024 MEETING ARE NOT TO BE CONSIDERED AT THIS TIME AS WE WORK TOGETHER TO MOVE FORWARD. SCE, 2/21/2024

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0.

Additionally, the following cases shall require purchase:
(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

NOTE 4: Joint Pole Authorization to be submitted to Southern California Joint Pole Committee not less than 45 days and no more than 90 calendar days from the Date Sent of the preliminary or 18.1E cancellation will apply.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

(a) Emergency Replacements – Member replacing pole in an emergency must notify other owner(s) within 24 hours by telephone. This includes the emergency use of MOD/POLES. (See Sections 7.6 and 19.7)
(b) Free Attachment - Member maintaining free attachment must remove its facilities within 48 hours of telephone notification confirmed by Form 48. (See Sections 5.5 and 11.0)
(c) Maintenance Liability - Liability for maintenance extends 60 days from date sent of a Form 2 Preliminary Joint Pole Authorization involving a relinquishment, or from the date facilities were removed from pole. (See Section 19.0)
(d) Relinquishment/Abandonment of Interest – 60 days notice must be given to other owners when termination of ownership is intended. (See Section 5.1)

(e) Removal of pole or transfer of facilities must be completed within 60 days from date of Form 48. (See Section 5.0 & 7.0)
(f) After the final billing has been processed, all liability is assumed by remaining Member(s). (See Section 5.0 & 7.0)
(g) Temporary attachments allow for facilities of another Member to remain on a pole for a period of time, which is less than one year. (See Section 14.6)

Construction Start Date/Cancellation - The time limit for starting joint pole construction shown on a Form 2 Preliminary Joint Pole Authorization shall be 18 months from date issued. At the expiration of this time period, the following procedure should be followed:
If construction has not been started:
• Form 7 shall be sent by any member involved to request extension, which requires mutual agreement in writing, or to cancel.
• If construction has not been started and JPA time limit exceeds 24 months, explanation is required for extension. If no response, the JPA will be cancelled on the initiator's behalf. (Revised March 2016).

Purchase of Interest Cancellation - The time limit for the initiating member to transact an original Southern California Joint Pole Committee authorized typed or electronic final to the Joint Pole Committee for final billing for purchase or sale of interest with intent to construct is not less than 45 and no more than 90 calendar days from the Date Sent of the preliminary Joint Pole Authorization. At the expiration of this time period, the following procedure will be followed if final submission has not taken place:
• Form 7 shall be sent by the initiator of the Joint Pole Authorization to explain the reason for delayed final submission, which requires mutual agreement in writing if an extension is requested, or to cancel. The length of time of the extension must be stated.
• If no communication from initiator and no agreement for an extension, the JPA will be cancelled on the initiator's behalf and space will become available to other members.

added to address timely return of memos to the JPC

18.3 Form 2 Final - Completion

Copies of Form 2 Finals are distributed by the Joint Pole Committee office. Any discrepancies noted by the Committee on Form 2 Final will cause this form to be returned for correction, which must be addressed by issuing member and returned corrected to the Joint Pole Committee office by the next billing cycle. When form 2 Final has been issued, the Committee is authorized to proceed with the preparation of pole record and Bills of Sale. Upon request, the SCJPC will make available a memo to any member who is party to a JPA for 18.1F purposes. - - send this to angela

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BILL BEFORE/AFTER SCENARIOS

This is a small sample of a very large problem.

SECTION 4X SUBMITTED	BILL BEFORE	BILL AFTER	STATUS
U1 submitted to U2 2014	U2 Replacement 2016		U2 JPA on hold for billing since 2016. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2017	U2 Replacement 2018		U2 JPA on hold for billing since 2018. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2018	U2 Replacement 2022	U2(2)	U1 cannot bill until U2(2) 2019 Replacement bills. U2(2) replacement cannot bill until U3 4X final bills. U2 replacement cannot bill until U4 final bills 4X on pole that is no longer in the field.
U1 submitted to U2 2016	U2 Replacement 2021		U2 JPA on hold for billing since 2021. U1 requested extension. The old pole U1 requested to purchase into is no longer in the field.

We talked through the significant delays that bill before/after causes.

- If a member is purchasing at a different grade/space on the same pole, a pending 4X JPA should not hold up another member's purchase.
    - If all members have been added to the header, pole loading submitted, approvals obtained, then either JPA could bill first.

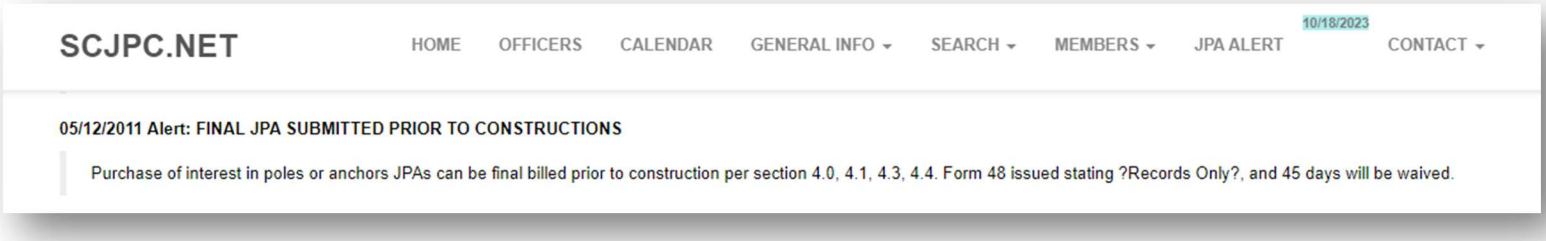
Bill before/after for 4X where construction is involved (erecting a new pole), must be considered. We have an opportunity here to revise the process, to work together to prevent delays.
SCE, 2/21/2024

Item 1793: Section 4.0 with Form 48

Notes shared by SCE 2/21/2024

A few things were said in the January 2024 Routine meetings that we would like to bring clarity to.

- **there is no such thing as a Records Only purchase and sale of interest**
    - Records Only F48 was introduced in 2011 to alleviate members of large, recurring backlogs due to JPAs not being billed.
    - Members were of the understanding that attachment had to be made prior to closing out their purchase of interest JPA. This thinking still lingers today, which continues to perpetuate large backlogs, delays in billing, and denials.
    - Members also were not following that process of closing out a JPA when attached, either not sending a F48, or sending a F48 but not completing final billing.
    - There are many months/years of meeting regarding the topic with members trying to figure out how to bill member's up front for their purchase.



- **if the intent is to construct then it is not just Records Only**
    - According to prior minutes, construction, pertaining to a pole, is a new set or replacement.
- **Records Only is to update if they go out into the field and see that the field conditions do not match the records then they submit a JPA to update those records**
    - According to prior minutes, this was not the intent of Records Only F48.

Of lengthy and recurring discussion in prior minutes was members **attaching to poles and not billing their JPAs to secure ownership**. It was solved for in 2012 with the addition of Records Only to the F48 and a JPA alert in 2011 stating that purchase of interest JPAs can be final billed prior to attachment.

It was stated in the February 2024 Routine meeting, this is no longer 1946, referencing prior minutes and the way things were done. Well, it is no longer 2011 either. We are in a new day and what was thought to work previously concerning section 4 is not working now. Judging by the minutes, in our opinion, *it was not working then either*.

The objective here is to bring the process current and compliant *to ensure that the pole records are correct in the JPC database, and all members are being compensated for purchase and sale equitably and maintenance as a joint owner*.

Item 1793: Section 4.0 with Form 48

SCE read older minutes, back to 1940. Here are some points of interest:

- There is nothing new under the sun. Everything we are going through now and trying to solve for has already been an issue previously. It is important to read the minutes and JPA alerts of previous years because many of our problems have already been resolved.

- **Records Only was added to the F48 in 2011 for sale and purchase of interest**.

- **Construction was a new set and replacement**. It was not *attachment* to an already existing pole. CONSTRUCTION refers to building a structure. ATTACHMENT involves connecting or fastening components to some part of that structure.

- **Purchase of interest under notice of intention, section 3.1, stated that purchase was not required until attachment was needed**. *This expectation ensures the integrity of members that none are just buying space with no intent to conduct business for customers.*

- **Reserved space was recorded as a sale of interest**. *Reading through the 1940 minutes, it seemed sale and purchase was a separate transaction, not part of the JPA process. There was much discussion of creating a separate form for intent, opposed to the construction involved with setting a new pole for joint use and replacement of an existing joint pole.*

- **Space to be occupied by each party shall be determined upon in advance of occupation**. *A member should not be attached to a pole that they do not own interest in. That was considered unauthorized.*

- **Sales were based on a member's future use of the space**, whether for themselves, to rent, or to sell to another member. *Back then, all usable space on the pole was expected to be sold*.

- **Notes on the 1940 Routine spoke to when monies were due for sale and purchase**. "Said amounts shall be due as soon as approved. No attachment whatsoever may be placed on a pole excepting by shareholder in such pole."

Item 1793: Section 4.0 with Form 48

CHARGES

Tenth: The owner or owners of a pole, new or old, which is to be used in combination with more parties, shall be allowed to bill against the said parties, amounts determined by the number of parties using the pole and the valuation of same, and the said amounts shall be due as soon as the parties, by their officials, have agreed to enter the combination, provided the said poles have been put in proper condition as specified in paragraphs above. Space for 1, 2 or 3 cross arms for regular use, or for two cross arms to hold one or two high tension three wire circuits, with or without two telephone wires elsewhere on pole, or one railway span, with or without one cross arm, and two or more telephone wires elsewhere on the pole, shall be considered one share. A space for one or two transformers, lighting fixtures or cable terminal will be considered as included in one share referred to above. No wires or fixtures whatever may be placed on a pole excepting by shareholders in such poles. The valuation of poles, having been determined as per Section 9, charges will be made as a fraction of the said valuation as follows:

When a combination is made, each incoming party shall pay the owners or owner, that fraction of the valuation represented by the shares to be occupied by it, and the pole is then owned by the occupants thereof in proportion to the number of shares occupied by each. The proceeds so derived by the owners of the pole which was owned by more than one party shall be divided between such owners in proportion to the number of shares owned by each.

See attached **Excel Spreadsheet** containing prior Routine minutes snippets pertaining to the committee's efforts refine section 4 to separate sale of space from attachment. SCE 2/21/2024

Item 1793: Section 4.0 with Form 48

Below is the proposed 4X process flow. This would be implemented moving forward. We all must work together to clean up the existing backlog, as it spans across all our companies with bill before/after. SCE 2/21/2024

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits JPA to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 Revisions from Maria Ortiz 2/20/2023

4.0 Purchase or Sale of Interest with Intention to Construct

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Section 4.0 is not to be used for the purpose of reserving space. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0

Additionally, the following cases shall require purchase:

(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space.

Refer to Section 18.1-D & 18.1-E for Form 2 & Construction Time Limits.

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

Item 1795: Billing Out of Order Process

Item 1795 - Billing out of sequence (changes in Red.)

13.1 Correction of Record/Cost Recovery

Correction of error in recorded data or any other detail shall be made on Joint Pole Authorization and, where necessary, adjustment for price shall be made in accordance with date of Joint Pole Authorization that has been found to be in error.

(See example DX, Section 21.)

When a JPA final bills out of sequence, cost allocation shall apply at the time when the next transaction final bills. The JPA must be notated with the following:

- Location and Nature of Work must note: " xxxxxxxc JPA number billed out of sequence. **Special Billing **".
- In Header, out of sequence Member will show Sec. 13.1 in approved field and "record only" in Accounting Data field.
- Multiple pole JPAs are to note "**Special billing**" on only the poles where it will be needed.

The SCJPC office will follow as special billing process. to true up the dollars between all owners.

(**See Example D2, Section 21**) Recorded interests in conflict with the Routine shall not be corrected, except with the consent of all Members concerned, until pole is replaced, or an incoming Member desires to purchase interest, or one joint owner wishes to relinquish interest.

Cost allocation shall also be authorized, where required, for reinstatement of record or any other detail in which a completed transaction is in error for five (5) years from the bill of sale date unless otherwise negotiated by special agreement. (See Section 1.2) (Revised October 2011).

~~Section 13.1 Clarification~~ What does this note do? Do we need it?

Process for billing out of order JPA 2012:

When a JPA comes in and another member finals out of order, billers are to bill as if that member who finalized out of order are not on the pole/JPA. For example, JPA NXT-17081-065 pole 270752M (page 5) shows on record M/H/NG and proposed it shows M/H/NG and NXT to purchase interest. Billers are to bill as if NG was not on record. M/H would bill NXT. If the owner who billed out of sequence is sharing the foot with the incoming member, have the base owner charge for that foot.

NOTE:

- *JPA must be notated: NG FINAL BILLED OUT OF SEQUENCE. *SPECIAL BILLING**
- *In header: Section 1.2 and Record only for utility who billed out of sequence.*

Adding to the process from Admin Board 4/17/2024:

Member who final out of order to be billed for the new shared cost by member who was too final first. To be billed by DATE SENT of JPA that was finalized out of order.

SCJPC proposes to update NOTE:

NOTE:

- *JPA must be notated: **NG1043-68-011 (JPA Number)** FINAL BILLED OUT OF SEQUENCE. *SPECIAL BILLING**
- *In header: Section 1.2 and Record only for utility who billed out of sequence.*

AT&T California proposes to update NOTE:

NOTE:

- *JPA must be notated: NG1043-68-011 (JPA Number) FINAL BILLED OUT OF SEQUENCE. *SPECIAL BILLING**
- *In header: Section ~~1.2~~ **13.1** and Record only for utility who billed out of sequence.*

Item 1795: Billing Out of Order Process

J.P. FORM 2-1 Rev 07/20

FINAL

AUTHORIZATION FOR JOINT POLE TRANSACTION

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified heron.

SCJPC USE ONLY

BILL NO. _____

PAGE NO. 1 OF

Date Prepared 2/25/2009 | Date Sent 4/3/2009 | Confirming Agreement | In Field | By Phone | By Email | Date Completed | Estimated Construction Start Date | JPA Auth. No. NXT-17081-065

UTILITY	REPRESENTATIVE	PHONE NUMBER/EMAIL	DISTRICT-DIVISION-EXCHANGE	APPROVED	ACCOUNTING DATA
M	J. BACON		C	J.BACON	RECORD ONLY
HLA	S. DAVEY		LOS ANGELES	18.1D	
NG	C. CHICKERING		MCARTHUR PARK	**SEC 1.2**	**RECORD ONLY**
				SEC 13.1	**AT&T CA PROPOSES TO CHANGE TO SECTION 13.1**
NXT	B. ROUSSEAU		LOS ANGELES	L. ARNOLD	17081 634-C4

COSTS and BILLING DATA

BILLING CODES
1. PLACED CURRENT YEAR
2. PLACED PRIOR YEAR
3. UNAUTHORIZED ATTACHMENT
4. SALVAGE VALUE
5. AUTHORIZED COSTS

BILL NO. 831

AMOUNT DUE

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Class / Anchor Direct	Record: M L	Record: HLA	Record: NG	Proposed: M 16K	Proposed: HLA	Proposed: NG	Proposed: NXT	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)		BILL CODE	UTILITY M TOTAL AMT / AMOUNT	BILL CODE	UTILITY NXT TOTAL AMT / AMOUNT
												NXT TO PURCHASE INT SECTION 4.0 SPECIAL ~~AGREENMENT 1.2~~ BILLING SEC. 13.1	1				
							.44	.26	.15	.15		HLA EXISTING ATTACHMENT SECTION 16.1B & PURCAHSE ADD'L SECTION 4.0	2				
270752M	60	59	FT	52-17 28-4	24-6	27-1	52-17 28-1	26-8 T26	29-1	27-1		11 ST S/S 100 W/O UNION AV	3	2	56		
													4				
	1"		E	.50	.50							**NG FINAL BILLED OUT OF SEQUENCE**	5				
	1"		E	.50		.50						**SPECIAL BILLING**	6				
													7				
													8				
													9				
													10				
												SCJPC PROPOSES TO ADD JPA NUMBER	11				
												NG1043-68-011 FINAL BILLED OUT OF SEQUENCE	12				
												SPECIAL BILLING	13				
													COLUMN TOTAL		56		

POLE LEGEND:
P = PULL (Item 5A)
PB = PULL BUTT
T = TRANSPORT (Item 5B)
S = SALVAGE
D = DISPOSE (Item 5D)
TN = TENANT
L = LOWER TOP(Item 5E)
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE
SOP = SECTION OF POLE

ANCHOR/ARM LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

COMMUNITY

FORM 48 SENT _____

Process for billing out of order JPA 2012:

When a JPA comes in and another member finals out of order, billers are to bill as if that member who finalized out of order are not on the pole/JPA. For example, JPA NXT-17081-065 pole 270752M (page 5) shows on record M/H/NG and proposed it shows M/H/NG and NXT to purchase interest. Billers are to bill as if NG was not on record. M/H would bill NXT. If the owner who billed out of sequence is sharing the foot with the incoming member, have the base owner charge for that foot.

NOTE:

- *JPA must be notated: NG FINAL BILLED OUT OF SEQUENCE. *SPECIAL BILLING**
- *In header: Section 1.2 and Record only for utility who billed out of sequence.*

Adding to the process from Admin Board 4/17/2024:

Member who final out of order to be billed for the new shared cost by member who was too final first. To be billed by DATE SENT of JPA that was finalized out of order.

SCJPC proposes to update NOTE:

NOTE:

- *JPA must be notated: **NG1043-68-011 (JPA Number)** FINAL BILLED OUT OF SEQUENCE. *SPECIAL BILLING**
- *In header: Section 1.2 and Record only for utility who billed out of sequence.*

AT&T California proposes to update NOTE:

NOTE:

- *JPA must be notated: NG1043-68-011 (JPA Number) FINAL BILLED OUT OF SEQUENCE. *SPECIAL BILLING**
- *In header: Section ~~1.2~~ **13.1** and Record only for utility who billed out of sequence.*

Item 1795: Billing Out of Order Process

J/P Form 2-1B

FINAL

COSTS and BILLING DATE

BILLING CODES

1. PLACED CURRENT YEAR
2. PLACED PRIOR YEAR
3. UNAUTHORIZED ATTACHMENT
4. SALVAGE VALUE
5. AUTHORIZED COST

BILL NO. _____ PAGE NO. 1A

J.P. AUTH. NO. NXT-17081-065

BILL NO. 643

	BILL CODE	AMOUNT DUE UTILITY NXT TOTAL AMT 0 AMOUNT	BILL CODE	AMOUNT DUE UTILITY H TOTAL AMT 47 AMOUNT
1.				
2.				
3.			2	47
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
COL TOL		0		47

BILL NO. 645

	BILL CODE	AMOUNT DUE UTILITY M TOTAL AMT 9 AMOUNT	BILL CODE	AMOUNT DUE UTILITY H TOTAL AMT 0 AMOUNT
1.				
2.				
3.	2	9		
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
COL TOL		9		0

BILL NO. 864

	BILL CODE	AMOUNT DUE UTILITY NG TOTAL AMT 0 AMOUNT	BILL CODE	AMOUNT DUE UTILITY NXT TOTAL AMT 33 AMOUNT
1.				
2.	BILL BY DATE SENT OF NG1043-68-01			
3.			2	33
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
COL TOL		0		33

BILL NO.

	L CODE	AMOUNT DUE UTILITY TOTAL AMT	L CODE	UTILITY TOTAL AMT

BILL NO.

	L CODE	AMOUNT DUE UTILITY TOTAL AMT	L CODE	UTILITY TOTAL AMT

J.P. FORM 2-1M 3/01

FINAL AUTHORIZATION FOR JOINT POLE TRANSACTION

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Bill No. 7-11-855,854 PAGE NO. 1

Date Prepared 4-20-2010 | Date Sent 4-23-2010 | Confirming Agreement | In Field ☐ | By Telephone ☐ | Date Completed JUN 24 2011 | No of Pages 1 | J.P. Auth.No. NG1043-68-011

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
M	JOHN BACON	LA	18.1D		
HLA	ANNETTE ROBERTS	LA	M. CARRASCO	LA	G204
NG	C. Chickering	MACARTHUR PARK	PAULA HANEY	LA VERNE	MPC1043 MAP # 6477-1838

COSTS and BILLING DATA

BILLING CODES
1. PLACED CURRENT YEAR
2. PLACED PRIOR YEAR
3. UNAUTHORIZED ATTACHMENT
4. SALVAGE VALUE
5. AUTHORIZED COSTS

BILL NO. 855

AMOUNT DUE

	BILL CODE	UTILITY M TOTAL AMT. 144 AMOUNT	TAX	BILL CODE	UTILITY NG TOTAL AMT. 0 AMOUNT	TAX
1.						
2.	2	66				
3.						
4.						
5.						
6.						
7.	2	78				
8.						
9.						
10.						
11.						
12.						
13.						
COL TOT		144				

ACCOUNTING DIRECTIONS:

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct	Record M	Record HLA	Proposed M	Proposed HLA	Proposed NG	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)
				L	C	48	33	19		NG TO PURCHASE SEC 4.0:
351028M	60'	85	FT CL 2	52-18	28-10	52-18	28-1 26-8	27-1		11TH ST S/S 200' W/O UNION AV
				L		53	28	19		NG TO PURCHASE SEC 4.0 & SEC 12.3:
270752M	60'	59	FT CL 2	52-22	24-6 TN24	52-17 28-4	24-6	29-1		11TH ST S/S 100' W/O UNION AV
	1" 1"		SE E	.50	ALL .50		.50	.50	111H	

POLE LEGEND: P = PULL, PB = PULL BUTT, T = TRANSPORT, S = SALVAGE, D = DISPOSE, TN = TENANT

L = LOWER CUT, C(XX) = FOOTAGE CUT, SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED, AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to by Paid

GEOGRAPHICAL LOCATION: LOS ANGELES COMMUNITY

F48 SENT ON 4/15/2011

per Chickering 7/11

VP/JP-2

PAGE TOTAL

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

Form 7 / Form 2 – 18.1D Automatic Approval Timeline Issues

18.1D – Time Limits Involving Form 2 Preliminary Joint Pole Authorizations.

Automatic Approval - The Form 2 Preliminary Joint Pole Authorization will be considered approved when 45 days have elapsed from date sent of Form 2 Preliminary Joint Pole Authorization to other Member(s), and there is no written protest or request for review.

A Form 7 can not be used to shorten the the time limits of automatic approval. The time limits described by section 18.4 can not reduce the timeline prescribed by 18.1D.

OPTION 1 FIX:

18.1C Changes After Approval

B) A revised Form 2 shall be used for the following:
- Add owner(s)
- Add pole(s)
- Change from wood to engineered steel pole type (refer to Section 15.7)
- Change in scope of work (i.e. changes causing receiving member to reengineer and/or refield.)

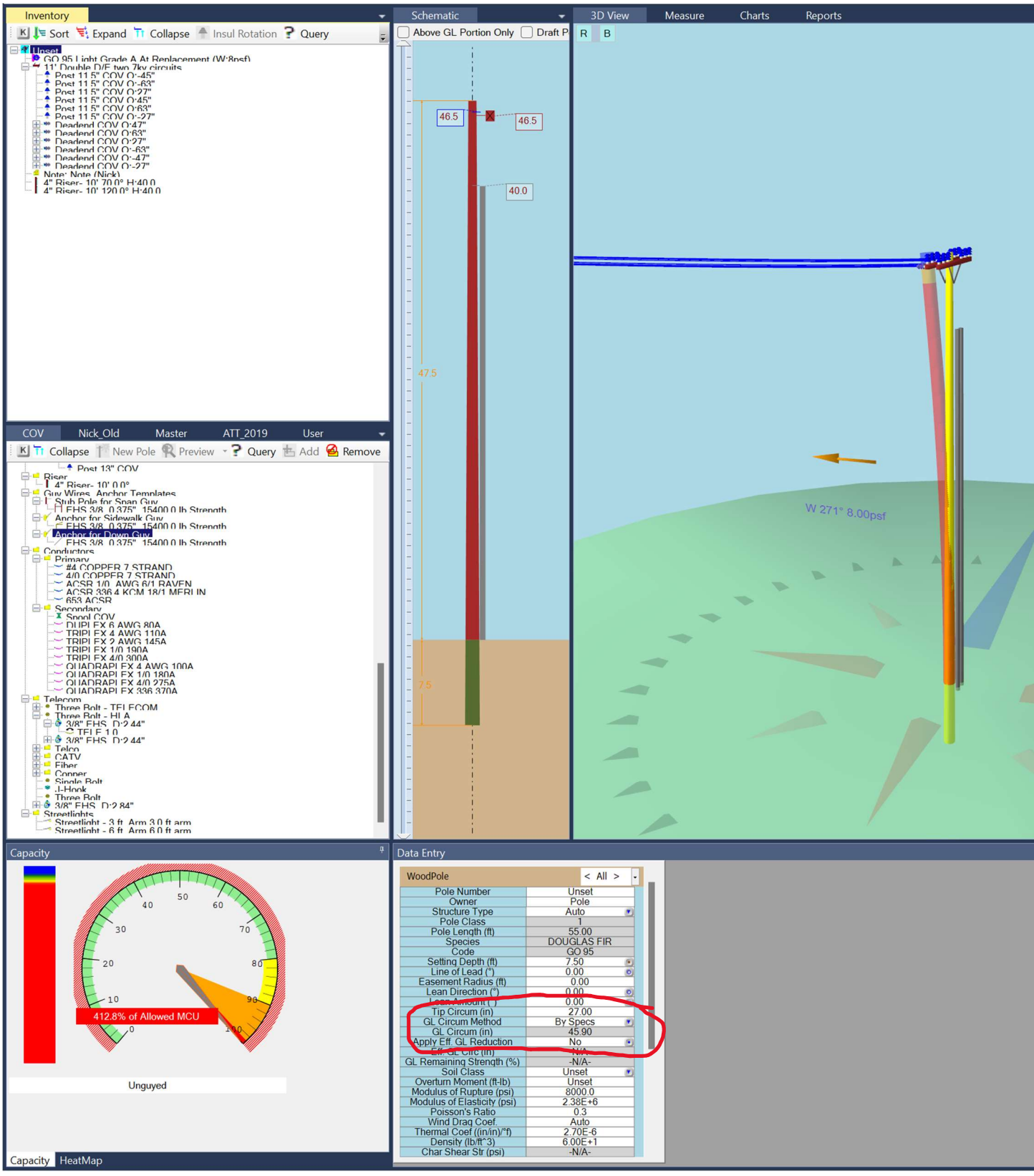
- **Make corrections to Pole loading that require receiving member to reengineer or refield.**

EXPLAINATION OF REQUESTED CHANGE:

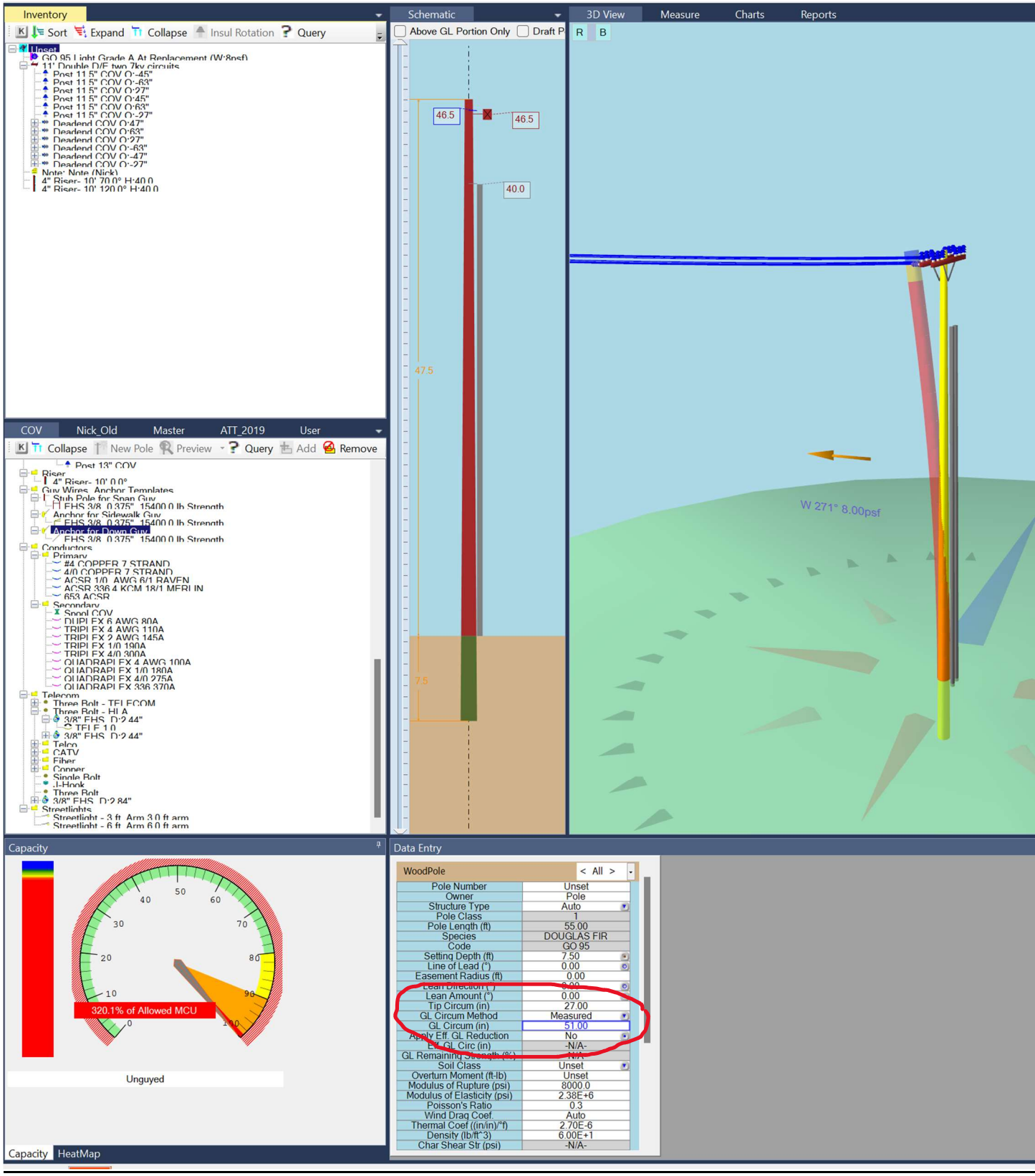
When pole loading is used as a means of denial it usually means there was something missed or an issue with the methodology. From my experience some of the more common issues are:

1) **Incorrect ground line circumferences (would require refielding) – Ocalc provides a minimum for the ANSI value at the setting depth. When I see exact numbers, I know a ground line is modified from the standard ANSI values. See below how modifying the ground line can drastically change the safety factor.**
2) **Incorrect modeling of span guys (would not require refielding)- A span guy carries a portion of the net resultant load from pole1 to pole2. The modeling of pole2 should include the resultant load in the model. Ocalc requires that the value be manually put in or use line design and link the objects. If the automatic mode is set, then the span guy will try to balance the loads of pole2 in the direction of pole1, when the known use of the guy is to back up the loads from pole1.**
3) **Modifying tension values in the conductor properties without using tools or methods of coming up with those values.**
4) **Verifying clearances when using section 4.3 (would require refielding) – when purchasing space withing 6ft of power and indicating the installation of a guard arm or arm, the proposed height of new attachment and height of power need to be verified. This change to the preliminary form 2 can also fall under the "change in scope of work (i.e. changes causing receiving member to reengineer and/or refiled).**

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

2023

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June					1 Utility 1 sends Prelim Form 2 + Pole Loading to Utility 2 & Utility 3	2	3
	4	5 Utility 2 Denies Based on Pole Loading	6	7 Utility 1 Re-sends updated Pole Loading with Form 7.	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22 15 Days from Utility 1 re-sends Pole Loading with Form. 7. Utility 2 does not respond to Form 7.	23	24
July	25	26	27	28	29	30	1
	2	3	4	5	6 Utility 2 responds to Form 7 noting the issue is still unresolved and is still denied.	7	8
	9	10	11	12	13	14	15
	16 45 Days from Preliminary Form 2 Date Sent	17 Utility 1 uses 18.D for Automatic Approval for Utility 2 even though they Denied Preliminary Form 2.	18 Utility 1 starts construction without response to Utility 2's Form 7.	19	20	21	22
	23	24	25	26	27	28	29
Aug	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
Sept	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

J.P. FORM 2-1 Rev 07/20

FINAL

AUTHORIZATION FOR JOINT POLE TRANSACTION

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified heron.

SCJPC USE ONLY

BILL NO. _____

PAGE NO. 1 OF

Date Prepared 2/25/2009 | Confirming Agreement | By In Field | By Phone | By Email | Date Completed | Estimated Construction Start Date | JPA Auth. No. NXT-17081-065

Date Sent 4/3/2009

Kathleen Allen: APPROVED ROUTINE REVISON 5/15/2024

UTILITY	REPRESENTATIVE	PHONE NUMBER/EMAIL	DISTRICT-DIVISION-EXCHANGE	APPROVED	ACCOUNTING DATA
M	J. BACON		C	J.BACON	RECORD ONLY
HLA	S. DAVEY		LOS ANGELES	18.1D	
NG	C. CHICKERING		MCARTHUR PARK	**SEC 1.2**	**** SPECIAL BILLING****
				AT&T CA PROPOSES TO CHANGE TO: 13.1	**SCJPC PROPOSES TO CHANGE TO: **SPECIAL BILLING****
NXT	B. ROUSSEAU		LOS ANGELES	L. ARNOLD	17081 634-C4

COSTS and BILLING DATA

BILLING CODES
1. PLACED CURRENT YEAR
2. PLACED PRIOR YEAR
3. UNAUTHORIZED ATTACHMENT
4. SALVAGE VALUE
5. AUTHORIZED COSTS

Kathleen Allen: APPROVED ROUTINE REVISION 5/15/2024

BILL NO. 831

AMOUNT DUE

POLE NO.	Record: Pole Length / Anchor Size	Year Set	Record: Pole Treat / Class / Anchor Direct.	Record: M / L	Record: HLA	Record: NG	Proposed: M / 16K	Proposed: HLA	Proposed: NG	Proposed: NXT	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	BILL CODE (M)	UTILITY M TOTAL AMT	BILL CODE (NXT)	UTILITY NXT TOTAL AMT	ACCOUNTING DIRECTIONS:
												NXT TO PURCHASE INT SECTION 4.0 **SPECIAL AGREEMENT 1.2** **AT&T CA PROPOSES TO CHANGE TO: SPECIAL BILLING SEC 13.1**					
							.44	.26	.15	.15	2	HLA EXISTING ATTACHMENT SECTION 16.1B & PURCAHSE ADD'L SECTION 4.0					
270752M	60	59	FT	52-17 28-4	24-6	27-1	52-17 28-1	26-8 T26	29-1	27-1	3	11 ST S/S 100 W/O UNION AV	2	56			
											4						
	1"		E	.50	.50						5	**NG FINAL BILLED OUT OF SEQUENCE**					
	1"		E	.50		.50					6	**SPECIAL BILLING**					
											7						
											8						
											9						
											10						
											11	**SCJPC PROPOSES TO ADD JPA NUMBER**					
												NG1043-68-011 FINAL BILLED OUT OF SEQUENCE					
												SPECIAL BILLING					
												COLUMN TOTAL		56			

Kathleen Allen: BASED ON ACTIVE POLE. APPROVED ROUTINE REVISION 5/15/2024

Kathleen Allen: APPROVED ROUTINE REVISION 5/15/2024

Kathleen Allen: APPROVED ROUTINE REVISION 5/15/2024

POLE LEGEND:
P = PULL (Item 5A)
PB = PULL BUTT
T = TRANSPORT (Item 5B)
S = SALVAGE
D = DISPOSE (Item 5D)
TN = TENANT
L = LOWER TOP(Item 5E)
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE
SOP = SECTION OF POLE

ANCHOR/ARM LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

COMMUNITY

FORM 48 SENT _____

Process for billing out of order JPA 2012:

When a JPA comes in and another member finals out of order, billers are to bill as if that member who finalized out of order are not on the pole/JPA. For example, JPA NXT-17081-065 pole 270752M (page 5) shows on record M/H/NG and proposed it shows M/H/NG and NXT to purchase interest. Billers are to bill as if NG was not on record. M/H would bill NXT. If the owner who billed out of sequence is sharing the foot with the incoming member, have the base owner charge for that foot.

NOTE:
- *JPA must be notated: NG FINAL BILLED OUT OF SEQUENCE. *SPECIAL BILLING**
- *In header: Section 1.2 and Record only for utility who billed out of sequence.*

Adding to the process from Admin Board 4/17/2024:

Member who final out of order to be billed for the new shared cost by member who was too final first. To be billed by DATE SENT of JPA that was finalized out of order.

Accounting Data should not be RECORDS ONLY since monies are going to be charged. SCJPC proposes **SPECIAL BILLING**

SCJPC proposes to update NOTE:

NOTE:
- *JPA must be notated: **NG1043-68-011 (JPA Number)** FINAL BILLED OUT OF SEQUENCE. *SPECIAL BILLING**
- *In header: Section 1.2 and Record only for utility who billed out of sequence.*
- *Under Location and Nature of Work, add SPECIAL AGREEMENT 1.2 for each pole or pole replacement.*

AT&T California proposes to update NOTE:

NOTE:
- *JPA must be notated: NG1043-68-011 (JPA Number) FINAL BILLED OUT OF SEQUENCE. *SPECIAL BILLING**
- *In header: Section ~~1.2~~ **13.1** and Record only for utility who billed out of sequence.*

J/P Form 2-1B

COSTS and BILLING DATE

FINAL

BILLING CODES

1. PLACED CURRENT YEAR
2. PLACED PRIOR YEAR
3. UNAUTHORIZED ATTACHMENT
4. SALVAGE VALUE
5. AUTHORIZED COST

BILL NO. _____ **PAGE NO.** 1A

J.P. AUTH. NO. NXT-17081-065

BILL NO. 643

	BILL CODE	AMOUNT DUE UTILITY NXT TOTAL AMT AMOUNT	BILL CODE	AMOUNT DUE UTILITY H TOTAL AMT AMOUNT
		0		47
1.				
2.				
3.			2	47
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
COL TOL		0		47

BILL NO. 645

	BILL CODE	AMOUNT DUE UTILITY M TOTAL AMT AMOUNT	BILL CODE	AMOUNT DUE UTILITY H TOTAL AMT AMOUNT
		9		0
1.				
2.				
3.	2	9		
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
COL TOL		9		0

BILL NO. 864

	BILL CODE	AMOUNT DUE UTILITY NG TOTAL AMT AMOUNT	BILL CODE	AMOUNT DUE UTILITY NXT TOTAL AMT AMOUNT
		0		33
1.				
2.	BILL BY DATE SENT OF NG1043-68-01			
3.			2	33
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
COL TOL		0		33

BILL NO.

BILL CODE	AMOUNT DUE UTILITY	BILL CODE	UTILITY
	TOTAL AMT		TOTAL AMT

BILL NO.

BILL CODE	AMOUNT DUE UTILITY	BILL CODE	UTILITY
	TOTAL AMT		TOTAL AMT

J.P. FORM 2-1M 3/01

FINAL **AUTHORIZATION FOR JOINT POLE TRANSACTION**

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified hereon.

Bill No. 7-11-855,864

PAGE NO. 1

Date Prepared 4-20-2010 | Date Sent 4-23-2010 | Confirming Agreement | In Field ☐ | By Telephone ☐ | Date Completed JUN 24 2011 | No of Pages 1 | J.P. Auth.No. NG1043-68-011

UTILITY	REPRESENTATIVE	DISTRICT-DIVISION-EXCHANGE	APPROVED	TAXING INSTRUCTIONS	ACCOUNTING DATA
M	JOHN BACON	LA	18.1D		
HLA	ANNETTE ROBERTS	LA	M. CARRASCO	LA	G204
NG	C. Chickering	MACARTHUR PARK	PAULA HANEY	LA VERNE	MPC1043 MAP # 6477-1838

COSTS and BILLING DATA

BILLING CODES
1. PLACED CURRENT YEAR
2. PLACED PRIOR YEAR
3. UNAUTHORIZED ATTACHMENT
4. SALVAGE VALUE
5. AUTHORIZED COSTS

BILL NO. 855

AMOUNT DUE

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct	Record M	Record HLA	Proposed M	Proposed HLA	Proposed NG	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	BILL CODE	UTILITY M TOTAL AMT. AMOUNT	TAX	BILL CODE	UTILITY NG TOTAL AMT. AMOUNT	TAX
				L	C	48	33	C 19		NG TO PURCHASE SEC 4.0:						
351028M	60'	85	FT CL 2	52-18	28-10	52-18	28-1 26-8	27-1		11TH ST S/S 200' W/O UNION AV	2	666				
				L		53	28	19		NG TO PURCHASE SEC 4.0 & SEC 12.3:						
270752M	60'	59	FT CL 2	52-22	24-6 TN24	52-17 28-4	24-6	29-1		11TH ST S/S 100' W/O UNION AV	2	78				
	1" 1"		SE E	.50	ALL .50		.50	.50	111H							
											COL TOT	144				

ACCOUNTING DIRECTIONS:

POLE LEGEND: P = PULL, PB = PULL BUTT, T = TRANSPORT, S = SALVAGE, D = DISPOSE, TN = TENANT

L = LOWER CUT, CX(X) = FOOTAGE CUT, SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND: AR = ANCHOR/ARM REMOVED, AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to by Paid

GEOGRAPHICAL LOCATION

LOS ANGELES
COMMUNITY

F48 SENT ON 4/15/2011

VP/JP-2

PAGE TOTAL

J.P. FORM 2-1 Rev 03/20

Preliminary AUTHORIZATION FOR JOINT POLE TRANSACTION

SCJPC USE ONLY

BILL NO. _____

PAGE NO. 1 OF 3

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as specified heron

Date Prepared: 3/25/2014

Date Sent: ~~4/7/2014~~ 5/2/2024 SENT TO NG 5/2/2024

Confirming Agreement: _____

In Field | By Phone | By Email: _____

Date Completed: _____

Estimated Construction Start Date: _____

JPA Auth. No.: E6034-405972103R01

COSTS and BILLING DATA

UTILITY	REPRESENTATIVE	PHONE NUMBER/EMAIL	DISTRICT-DIVISION-EXCHANGE	APPROVED	ACCOUNTING DATA
E	V BORBOA		ONTARIO	T FITZSIMMONS	TD820055 29F 700136
FTR	DAN LEWIS		POMONA	J RUIZ	0510-9PO14JP
ATC	L PRESCOTT		LOS ANGELES	J PERRY	147386
NG				1.2	RECORD ONLY

BILLING CODES
1. PLACED CURRENT YEAR
2. PLACED PRIOR YEAR
3. UNAUTHORIZED ATTACHMENT
4. SALVAGE VALUE
5. AUTHORIZED COSTS

Kathleen Allen: APPROVED ROUTINE REVISON 5/15/2024

AT&T CA PROPOSES TO CHANGE TO: 13.1

SCJPC PROPOSES TO CHANGE TO: **SPECIAL BILLING**

Kathleen Allen: APPROVED ROUTINE REVISION 5/15/2024

BILL NO. 923

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Class / Anchor Direct.	Record 12K E	Record FTR	Record NG	Proposed 12KV E	Proposed FTR	Proposed NG	Item No.	LOCATION AND NATUR (If not in accordance with Joint Pole agreement)		BILL CODE	AMOUNT DUE UTILITY E TOTAL AMT / AMOUNT	BILL CODE	AMOUNT DUE UTILITY FTR TOTAL AMT / AMOUNT	ACCOUNTING DIRECTIONS:
											E TO REPLACE 7.11 SPECIAL AGREEMENT 1.2 AT&T CA PROPOSES TO CHANGE TO: SPECIAL BILLING SEC. 13.1	1					
4021033E	55	1988	FT H2	48-17 25-3	23-5	23-1	PTD				ARCHIBALD AV E/S 938' S/O CHINO AV	2	5	1039	4	0	**BILLED BY JOINT COST**
			C25 T23				**1/3(1)**			10C	SHARED COST BETWEEN E & FTR	3	5	466			**BILLED BY 1/2(1)**
ARM			.50			.50	AT					4					
							3			83	3 FTR	5	5	585			
							.55	.27	.20			6					
4021033E	55	2015	FT H2				48-17 25-2	23-5	24-1		ARCHIBALD AV E/S 938' S/O CHINO AV	7	1	1543			**BILLED BY 3 OWNERS SHARED E BILL FTR 5' E BILL NG .5'**
							C25 T24					8					
											SPECIAL BILLING	9					
												10					
												11					
												12					
											NG BILLED OUT OF SEQUENCE. **SPECIAL BILLING** **SCJPC IS PROPOSING TO ADD JPA NUMBER. NG381144-04-04 BILLED OUT OF SEQUENCE. **SPECIAL BILLING**	13					

Kathleen Allen: S/B 1/2(1) SINCE IT WAS PRIOR TO NG ATTACHING AND SO SCE DOES NOT LOSE OUT ON MONEY

Kathleen Allen: SHOULD BE UNDER EVERY POLE (SINCE7.X UNDER NEW POLE)

Kathleen Allen: APPROVED ROUTINE

EJPA

COL TOT 3633

PAGE TOTAL 3633

J.P. FORM 2-1 Rev 03/20

POLE LEGEND:
P = PULL (Item 5A)
PB = PULL BUTT
T = TRANSPORT (Item 5B)
S = SALVAGE
D = DISPOSE (Item 5D)
TN = TENANT
L = LOWER TOP(Item 5E)
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE
SOP = SECTION OF POLE
ANCHOR/ARM LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION: ONTARIO (COMMUNITY)

FORM 48 SENT 5/2/2024

J/P Form 2-1B

COSTS and BILLING DATE

FINAL

BILLING CODES

1. PLACED CURRENT YEAR
2. PLACED PRIOR YEAR
3. UNAUTHORIZED ATTACHMENT
4. SALVAGE VALUE
5. AUTHORIZED COST

BILL NO. _____ **PAGE NO.** 1A

J.P. AUTH. NO. E6034-405972103

BILL NO. 615

	AMOUNT DUE			
	BILL CODE	UTILITY E	BILL CODE	UTILITY NG
		TOTAL AMT 4934		TOTAL AMT 0
		AMOUNT		AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.	1	1090		
8.				
9.				
10.				
11.				
12.				
13.				
	COL TOL	1090		0

BILL NO. 632

	AMOUNT DUE			
	BILL CODE	UTILITY E	BILL CODE	UTILITY ATC
		TOTAL AMT 1823		TOTAL AMT 0
		AMOUNT		AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
	COL TOL	0		0

BILL NO. _____

	AMOUNT DUE			
	BILL CODE	UTILITY	BILL CODE	UTILITY
		TOTAL AMT		TOTAL AMT
		AMOUNT		AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
	COL TOL			

BILL NO. _____

	AMOUNT DUE			
	BILL CODE	UTILITY	BILL CODE	UTILITY
		TOTAL AMT		TOTAL AMT
		AMOUNT		AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
	COL TOL			

BILL NO. _____

	AMOUNT DUE			
	BILL CODE	UTILITY	BILL CODE	UTILITY
		TOTAL AMT		TOTAL AMT
		AMOUNT		AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
	COL TOL			

ACCOUNTING DIRECTIONS:

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13.

Preliminary

BILL NO.

J.P. AUTH. NO. E6034-405972103R01

POLE NO.	Pole Length / Anchor Size	Year Set	Record: Pole Trt / Class / Anchor Direct.	Record: 12K / E	Record: FTR	Record: NG	Proposed: 12KV / E	Proposed: FTR	Proposed: NG	Item No.	LOCATION AND NATURE OF WORK (If not in accordance with Joint Pole agreement and routine-state reasons.)	BILL CODE	UTILITY E AMOUNT	BILL CODE	UTILITY FTR AMOUNT	ACCOUNTING DIRECTIONS:
											E TO REPLACE 7.11 SPECIAL AGREEMENT 1.2 AT&T CA PROPOSES TO CHANGE TO: SPECIAL BILLING SEC. 13.1					
4021037E	65	1988	FT	57-27 24-1	22-4 T22	23-1	PTD				ARCHIBALD AV E/S 1855' S/O CHINO	2	5 681	4	0	**BILLED BY JOINT COST**
				C24			**1/3(1)**			10C	SHARED COST BETWEEN E & FTR	3	5 419			**BILLE BY 1/2(1)**
							3			83	3 FTR	4	5 348			
												5				
							.60	.22	.18			6				
4021037E	65	2014	FT H3				57-27 24-1	22-4 T22	23-1		ARCHIBALD AV E/S 1575' S/O CHINO AV	7	1 1626			**BILLED BY 3 OWNERS SHARED E BILL FTR 4' E BILL NG 1'**
							C24				**SPECIAL BILLING**	8				
												9				
												10				
4021038E	70	1988	FT	61-30 25-1	22-4	24-1	PTD				ARCHIBALD AV E/S 1715' S/O CHINO AV	11	5 681	4	0	**BILLED BY JOINT COST**
				C25 23-1			**1/3(1)**			13B	SHARED COST BETWEEN E & FTR	12	5 110			**BILLED BY 1/2(1)**
				T23			**1/3(1)**			10C	SHARED COST BETWEEN E & FTR	13	5 419			**BILLED BY 1/2(1)**
							3			83	3 FTR	14	5 348			
							.62	.21	.17			15				
4021038E	70	2014	FT H4				61-30 25-1	22-4	24-1		ARCHIBALD AV E/S 1715' S/O CHINO AV	16	1 1640			**BILLED BY 3 OWNERS SHARED E BILL FTR 4' E BILL NG 1'**
							C25 23-1				**SPECIAL BILLING**	17				
							T23					18				
												19				
													6272			

Kathleen Allen: S/B 1/2(1) SINCE IT WAS PRIOR TO NG ATTACHING AND SO SCE DOES NOT LOSE OUT ON MONEY

Kathleen Allen: APPROVED ROUTINE REVISION 5/15/2024

Kathleen Allen: S/B 1/2(1) SINCE IT WAS PRIOR TO NG ATTACHING AND SO SCE DOES NOT LOSE OUT ON MONEY

Kathleen Allen: S/B 1/2(1) SINCE IT WAS PRIOR TO NG ATTACHING AND SO SCE DOES NOT LOSE OUT ON MONEY

PAGE TOTAL 6272

J.P. FORM 2-1 Rev 03/20

POLE LEGEND:
P = PULL (Item 5A)
PB = PULL BUTT
T = TRANSPORT (Item 5B)
S = SALVAGE
D = DISPOSE (Item 5D)
TN = TENANT
L = LOWER TOP(Item 5E)
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE
SOP = SECTION OF POLE

ANCHOR/ARM LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION
ONTARIO
COMMUNITY

J/P Form 2-2B

BILL NO. 0

PAGE NO. 2A

BILL NO. 615 | BILL NO. 632 | BILL NO. | BILL NO. | BILL NO. | J.P. AUTH. NO. E6034-405972103

	AMOUNT DUE				AMOUNT DUE				AMOUNT DUE				AMOUNT DUE				AMOUNT DUE				ACCOUNTING DIRECTIONS
	BILL CODE	UTILITY E	BILL CODE	UTILITY NG	BILL CODE	UTILITY E	BILL CODE	UTILITY ATC	BILL CODE	UTILITY	BILL CODE	UTILITY	BILL CODE	UTILITY	BILL CODE	UTILITY	BILL CODE	UTILITY	BILL CODE	UTILITY	
1																					1
2																					2
3																					3
4																					4
5																					5
6																					6
7	1	1294																			7
8																					8
9																					9
10																					10
11																					11
12																					12
13																					13
14																					14
15																					15
16	1	1312																			16
17																					17
18																					18
19																					19
	COL TOT	2606		0	COL TOT	0		0	COL TOT				COL TOT				COL TOT				

PAGE NO. 2A

BILL2-1B.XLS
JPC-10/21/2022

Page No. 3 of 3

Preliminary

BILL NO.

J.P. AUTH. NO. E6034-405972103R01

PAGE NO. 3 OF 3

Kathleen Allen:
APPROVED ROUTINE
REVISION 5/15/2024

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Trt / Class / Anchor Direct.	Record 12K E	Record FTR	Record ATC	Record NG	Proposed 12KV E	Proposed FTR	Proposed ATC	Proposed NG	Item No.	LOCATION AND NATURE OF WORK If not in accordance with Joint Pole agreement and routine-state reasons.		B	AMOUNT	BILL CODE	UTILITY FTR AMOUNT	ACCOUNTING DIRECTIONS:
													E TO REPLACE 7.11 SPECIAL AGREEMENT 1.2 AT&T CA PROPOSES TO CHANGE TO: SPECIAL BILLING SEC. 13.1	1					
4068198E	65	1988	FT H4	57-23 28-2	26-8		27-1	PTD					ARCHIBALD AV 3032' N/O EDISON	2	5	681	4	0	**BILLED BY JOINT COST**
				C28 T27				**1/3(1)**				10C	SHARED COST BETWEEN E & FTR	3	5	419			**BILLED BY 1/2(1)**
	1"	1989	E	.50	.50			100						4			4	0	
ARM				.50			.50	AT						5					
								3				83	FTR	6	5	348			
								.62	.21		.17			7					
4068198E	65	2014	FT H4					57-23 28-2	26-3		27-1		ARCHIBALD AV 3032' N/O EDISON AV	8	1	1516			**BILLED BY 3 OWNERS SHARED E BILL FTR 3' E BILL NG .5'**
								C28 T27					**SPECIAL BILLING**	9					
								23-5						10					
													E TO REPLACE 7.11	11					
4042938E	45	1988	FT	39-7	26-3 22-4	23-1		PTD					WALKER AV E/S 1053' S/O CL SCHAEFFER AV	12	5	454	4	0	**NOT ON NG JPA NO SPECIAL BILLING**
								2				83	1 FTR; 1 ATC	13	5	116			
														14					
								.43	.33	.24				15					
4042938E	45	2014	FT C3					39-7 20-2	26-3 22-2	23-1			WALKER AV E/S 1053' S/O CL SCHAEFER AV	16					
														17	1	1708			
														18					
														19					
																5242			

Kathleen Allen:
S/B 1/2(1) SINCE IT WAS PRIOR TO NG ATTACHING AND SO SCE DOES NOT LOSE OUT ON MONEY

PAGE TOTAL 5242

J.P. FORM 2-1 Rev 03/20

POLE LEGEND:
P = PULL (Item 5A)
PB = PULL BUTT
T = TRANSPORT (Item 5B)
S = SALVAGE
D = DISPOSE (Item 5D)
TN = TENANT
L = LOWER TOP(Item 5E)
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE
SOP = SECTION OF POLE

ANCHOR/ARM LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION
ONTARIO
COMMUNITY

J/P Form 2-2B

BILL NO. 0

PAGE NO. 3A

BILL NO. 615

	AMOUNT DUE			
	BILL CODE	UTILITY E	BILL CODE	UTILITY NG
1				
2				
3				
4				
5				
6				
7				
8	1	1238		
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
COL TOT		1238		0

BILL NO. 632

	AMOUNT DUE			
	BILL CODE	UTILITY E	BILL CODE	UTILITY ATC
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12	5	454	4	0
13	5	116		
14				
15				
16	1	1253		
17				
18				
19				
COL TOT		1823		0

BILL NO.

	AMOUNT DUE			
	BILL CODE	UTILITY	BILL CODE	UTILITY
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
COL TOT				

BILL NO.

	AMOUNT DUE			
	BILL CODE	UTILITY	BILL CODE	UTILITY
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
COL TOT				

BILL NO. J.P. AUTH. NO. E6034-405972103

	AMOUNT DUE				ACCOUNTING DIRECTIONS
	BILL CODE	UTILITY	BILL CODE	UTILITY	
1					1
2					2
3					3
4					4
5					5
6					6
7					7
8					8
9					9
10					10
11					11
12					12
13					13
14					14
15					15
16					16
17					17
18					18
19					19
COL TOT					

BILL2-1B.XLS
JPC-10/21/2022

Southern California Joint Pole Committee

279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

June 20, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 11:15 a.m. via teleconference. Those in attendance were:**

Ms. Kay Black	AT&T California
Ms. Aarize Dizon	Crown Castle NG West Inc.
Ms. Megan LaMon	Crown Castle NG West Inc.
Mr. Kevin Flores	Southern California Edison
Ms. April DeBarge	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Michael Pearson	Southern California Edison
Ms. Silvana Ray	Southern California Edison
Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Mr. Jeremy Harmon	Verizon Wireless
Ms. Yesenia Delgado	Time Warner Cable
Ms. Alicia Smith	Sprint Nextel Corporation/Sprint Communications CO.L. P
Mr. Todd Dailey	AT&T California
Mr. Barry Consulter	AT&T California
Ms. Shawn Henderson	T-Mobile USA
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Tamara Zaki	Boldyn Networks US LLC
Ms. Patti Ringo	Sonic Telecom, LLC
Mr. Alex Parra	City of Riverside
Mr. Joe Armstrong	City of Pasadena
Mr. Irvin Orzuna	City of Glendale
Ms. Linda McLean	Extenet Systems
Ms. Lynne LaFrenais	Bear Valley Electric Services Inc.
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Ms. Ortiz could not attend the meeting; however, Ms. Black volunteered to chair the meeting. Ms. Black called the meeting to order at 11:15 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Black opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from any members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Black opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Black asked if any members had anything to bring up at this time.

There were no comments or concerns from any members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) –

There were no comments or concerns from the members.

Agenda Item 4 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Black opened to the members Section 4.0 with Form 48 and opened it to Ms. DeBarge. Ms. DeBarge shared her Section updates in red (see attached). She opened to Section 4 where she added "Joint Pole Authorization shall be billed and finalized within 90 calendar days from the Date Sent of the preliminary." Mr. Harmon stated that they need to make sure they are clear that this is purchase of sale or interest and not pole replacements or anything that will require significant time for the pole to be replaced.

Ms. DeBarge stated where she also saw clarity required was Section 18.7 Form 48 – Notice of Work completed she added verbiage regarding Section 4 and 4.1 & 5.1C. She asked the members if they had questions on the Form 48. Ms. Black stated that this is causing AT&T California's legal team a lot of heartburn due to the liability of going on record to a pole when they are not attached. She stated that she wanted to voice this at the moment. Ms. LaMon stated that Crown Castle also agrees because this puts all communication companies liable to CPUC rules against reserving space. Ms. DeBarge stated that SCE has the same concern with members attaching when they are not on record, so it is going both ways. Mr. Harmon stated that there is relief for that available. If SCE finds someone who is attached who has not done their process, the Right of Way Rules and the SCJPC allow for a fine for doing that. Ms. LaMon stated that Crown Castle is working diligently to close their backlog of JPA's that have not been finalized and is meeting regularly with SCE to make sure that they are getting finalized and work through. Ms. LaMon stated they approached Ms. Pranata about overtime to process Crown Castle's JPAs faster but that does not seem to be an option at this time. Crown Castle is working to resolve that previous issue and have placed parameters in place so that the backlog does not continue in the future. Mr. Treepaisan with Frontier stated he was also hesitant with this at first with the same legal implications that they will be on paper having ownership on the pole and if something failed on it. He stated that if all they are doing is just paying for the interest that is not the worry but if something does happen and they are not on the pole or wind loading, then from a legal standpoint they then get roped in but their contribution would be none because they do not have

facilities on the pole. Mr. Treepaisan asked Ms. DeBarge if there was some kind of hold harmless that SCE could facilitate for the other Members that may have some legal concerns with purchasing interest ahead of time and not having facilities and then if something happens that they would all get summoned by the CPUC and have to sit in front of an acquisition of people, if there was something to alleviate the legal. Ms. DeBarge stated that this was something they talked about last month and requested to be able to go through the rest of updates that it should be summed up the edits. Ms. DeBarge continued with the Section 18.1-A edit "(v) Records Only Form 48 with Purchase of Interest Authorization" which would be part of the list of things that go with the date packet for Section 4. She stated in Section 18.1-D she made it clear that "The return of Form 2 Preliminary Joint Pole Authorization for Purchase of interest should be sent to all members involved." In Section 18.1-E there were several edits to help lighten the load for all the members. They submit their JPA for purchase which is what a Section 4.0 is a purchase and sale of interest, not an attachment. Ms. DeBarge went over the edits (see attached) and asked the members if they had any comments or concerns. She stated that with this the Section 18.1-E & 18.1-F goes out the window. Ms. DeBarge continued with the Section 18.2 edit where after section 7.6 added was "and Purchase of Interest." Ms. DeBarge again asked all the members if there were any questions on these edits. There were no comments or concerns at this time. Ms. DeBarge continued with "Clean Up." She stated that this includes all JPA's 6/20/24 and prior where the members are to continue working together to bill or cancel all aged purchase of interest JPAs. The need for a Form 48 is waived during this cleanup period. If approval for purchase of interest has been received, submit the JPA for final billing to the best of each members ability, a quality JPA to be submitted to the JPC for billing and then those are to be addressed properly. Special billing to be utilized for JPAs that bill out of sequence. Ms. LaMon asked if Section 18.1-D would also be considered approval if they did not receive the communication of approval and it just timed out. Ms. DeBarge stated it is. Ms. DeBarge stated that they have Form 48s that date back ten to fifteen years, so it does not mean a lot to get a Form 48. She stated what SCE is looking for is the JPAs to be submitted to the JPC so that they can be final billed at this point. Mr. Parra asked since everything is electronic, whoever is finalizing to send an email and it be a requirement for the JPAs being finalized without approval. He brought up earlier that a lot of times the City of Riverside receives Form 44s for the billing but never receiving the JPA. Ms. DeBarge stated that the members are working together because these are old and the JPA was never received. She stated the members are following the process to the best of their ability. Ms. DeBarge continued with a Form 48 was received for a previous Section 18.1-E. She stated that SCE's stance is that they are letting those bill because the goal of cleanup is to final bill. As of August of 2023, Ms. DeBarge has stepped into the foreign process. She stated for several years clean ups were attempted by SCE. In the system she saw that Form 7's were sent and they went through the 18.1-E/18.1-F process. Ms.

DeBarge stated a do not bill was not established because with a do not bill the other member would have to clear it up with the do not bill member. She stated that for the older JPAs that had an 18.1-E, and a Form 48 go through SCE is letting those bill as long as there is NOT a do not bill on file. For Form 48s for previous denied pole loading, that pole loading may or may not have come in, so at this point a member is attached and it is that member's responsibility to comply with pole loading requirements and SCE is holding them responsible for that for having made the corrections to their documentation to the necessary field conditions if applicable. Ms. DeBarge continued with Form 48 where SCE denied for pending replacement, she stated that these as well they are finding where members attached. SCE is letting those go through with this cleanup as Section 4.1. If the pole is found as overloaded during the next inspection, she wanted the members to be aware that during replacement it will be at that member's expense and a Section 7.3. Ms. DeBarge continued with Form 48 with a JPA not previously received, at this point if it has not already billed, SCE is letting the member bill Section 4.1 and asking for a copy of the JPA so that SCE can get their 45 days to review and provide corrected information. Ms. DeBarge continued with SCE is not waiting for members to bill their JPAs prior to their replacements. She stated the members can be added to the SCE JPA as Section 7.7 because SCE has been waiting for months or years for a member to final bill. What SCE has found is they will reach out to a member and let them know their JPA needs to bill first then SCE gets a response back letting them know that that member has four JPAs that need to bill before their JPA for other poles. SCE has been sending out the Form 7's and SCE has been getting them from members as well to get onto the SCE JPA. She stated this will continue during the cleanup period. Ms. DeBarge stated that her team likes to see the return rate that SCE has every month and let them know with the special billing there may be a higher return rate. Ms. DeBarge stated that with the special billing the timing has to be just right. Mr. Van Stryk stated this could be separate item but he wanted to know if they could change Section 7.7 to include poles that have failed to final bill so they can just replace it with a Section 7.7. Ms. Black stated that this could already be done because that is its normal use when unauthorized. Mr. Van Stryk stated even if they are authorized, but they have not final billed, and the member trying to replace or has replaced it but cannot bill their JPA. He stated it would be after a certain amount of time they use Section 7.7. Ms. Black stated she understood, and AT&T California is ok with that. Mr. Van Stryk stated that it could solve when they are waiting for multiple JPAs in a row and then a pole replacement after, it could solve everything in one go. Ms. DeBarge asked if what she just went over covered the cleanup and if they wanted to talk about anything long term they can go over it. Mr. Van Stryk stated he would like it as a long-term solution. Ms. DeBarge stated SCE could tackle that but wanted to make sure all were aware of what was going on now for cleanup. Ms. Black stated she appreciates the partnership shown on the screen and that she had questions. She stated above it mentioned Form 48 not required but that AT&T California

was still sending them because they are getting great feedback from SCE saying they never received it with the original JPA. Ms. Black stated that they show it but cannot find any and in those cases they are choosing to bill it as a Section 4.1. For the second bullet AT&T will be billing as a Section 4.1 as well if they were denied and they cannot prove that they did update their loading and sent it in to get approved. Ms. Black stated that AT&T California is in agreement with everything and wants to express their appreciation to all base owners for allowing them to get on record trying to go as fast as they can. Ms. DeBarge reminded the members that this is not the end all and as they come across more scenarios, they will go over them some more. Ms. DeBarge shared the active JPAs that have been submitted for purchase of interest based on eighteen months from the Date Sent (see attached, section "Active JPAs submitted to SCE"). She stated as shared before over one thousand for those JPAs are bill before/bill after scenarios. Ms. DeBarge stated that SCE is not the only one that has to share their backlog woes, other members are also free to share. Ms. DeBarge brought up last month's notes to go over what was discussed about liability (see attached, section "5/14/2024 Notes"). Ms. DeBarge stated that the issue of a member not wanting to be on a pole card because they do not want to be questioned can also go both ways because members are on poles now but not on the pole card. She reviewed the rest of the notes and asked the members what else needs to be discussed in regards to liability. Ms. Black stated she needs to ask her team because they were throwing out concerns. She stated she will give them that section and ask them to write down their questions. Mr. Armstrong stated that he will have to do the same because City of Pasadena has found several poles where they were marked incorrectly as the attacher, and they are trying to correct those records. He stated it is one thing if they are reserving space and are not attached and another if they were put incorrectly on record. Ms. DeBarge stated that the members have the document she is currently reviewing already, and it was sent out to the members by Ms. Pranata. Ms. DeBarge reviewed the process flow which goes over the sequence of events with purchasing space and attaching thereafter. Ms. DeBarge stated where would they go from here as far as updates to the Routine Handbook. Ms. Pranata confirmed that SCE was proposing the changes in red. Ms. DeBarge stated that was correct. Ms. Pranata stated that if the members agree they can take this to the Administrative Board and see if other members have feedback or if someone from the Routine Revision committee objects to the changes. Mr. Bacon stated that LADWP needs more time to review this before even giving any objections. Ms. Black stated that on Section 18.1-A AT&T California would like where they ask if it is needed and it would be a great idea to have a records only on the Form 48. Ms. LaMon stated she had a question on the Section 18.1-E about the 90-day time limit being an issue for Crown Castle because they would need power approval both from LADWP or SCE, and the timelines just do not align with 90 days to get that approval. Ms. DeBarge asked if that was for antennas. Ms. LaMon stated that it is at least 120 days for SCE and that she would have to go back to find out for

LADWP. Ms. DeBarge stated that the IMS JPAs are a bit lengthier internally, but this is where the communication comes in. Ms. DeBarge confirmed this was for a Section 4.0 and 3.15 for setting an antenna. Ms. LaMon stated that the antenna is also a purchase of space as well. Mr. Van Stryk asked because he is unfamiliar with the way other utilities do antennas or review attachments, he asked if the members sent a preliminary form with the submittal. Ms. LaMon stated Crown Castle sends the Form 2 with the CD, and the wind loading for approval. Mr. Van Stryk asked if it is the same method of review at the other utilities or if its two different sections review it in parallel. Ms. LaMon stated that once it gets to other members, she does not know what their review process is. Ms. DeBarge asked how City of Vernon requests for an antenna. Mr. Van Stryk stated they are a small city so it is usually himself or the person who sits next to him that review it. Mr. Van Stryk stated he was just trying to understand why it take some so much longer to review an antenna rather than just the initial purchase of space. Mr. Van Stryk stated that if it is a separate process, two different groups, then they could send the CD to one group to get approval and if they take 180 days send the Form 2 but guessed they probably want both. Ms. LaMon stated it is two separate applications, the power application and the JPA application, and in terms of power companies they have different processes for that and in some cases separate teams that review them. In order to move forward with construction Crown Castle needs to have power approval and in some cases, they have to have the JPA for the power application and that has an impact on their timelines. Mr. Bacon stated that the problem comes when they are putting up a cell site and they are going to submit a JPA along with the submittal application. LADWP gets their wind loading and all the specs on the cell site along with everything else with the JPA. If LADWP happens to decline it is the reason they like the Preliminary because when the Preliminary is sent in, they give them notification that the application has been approved. LADWP asks that they do not be submitted with their pole records but that it come in with the application because if the application is approved then they send it in and then it becomes a final, but they start the day after they give them the cell site approval notification. Mr. Van Stryk stated maybe they could allow an exception to antennas. Ms. DeBarge asked Mr. Treepaisan about his liability concerns. Mr. Treepaisan stated that the concern was more on what he heard from the other members and if SCE could do some sort of hold harmless to set the legal folks at ease. Ms. DeBarge stated that they cannot speak to the liability issue but from experience when an issue arises the question is first who is joint owners and who is attached. She stated if even if there is a joint owner on record folks are attached unauthorized. They will look at who is attached to the structure. Mr. Van Stryk stated that even if they still have not finaled their pending JPA could get them lumped in because the likelihood that they may be attached if it has been pending for two years. Mr. Harmon stated that if they were attached to the structure then there is severe joint liability with their equipment. If they own something and it is involved, then they will have to answer from the civil and

regulatory side. Mr. Harmon stated that the question was would a company feel comfortable purchasing interest and owning a portion of a pole that they are not attached to with the knowledge that if something happened to that pole, because they are an owner of the pole, they are subject to all the subsequent liability and relative negative outcomes. Mr. Harmon stated what he believes Mr. Treepaisan was trying to propose was for a company that does want to purchase interest and own space on a pole, but not attach, if that party would provide a hold harmless because they were not attached and therefore probably not contributed to the negative outcome. Ms. Black asked for what she would take to her team, if they have it in the Routine Handbook, here is the process, here is why we are on record but not there yet if that would also be helpful. Ms. DeBarge stated she will forward this to Ms. Pranata with the new added information.

Agenda Item 5 – Item 1795: Billing Out of Order Process (K. Black – AT&T California 4/25/2024) – Ms. Black opened Billing out of Sequence. She stated there were side meetings from the last ad hoc and Ms. Pranata sent out the latest edits. She stated that they decided to add a quick note in Section 13 and to create a new section in Section 18 (see attached). Section 13 will have a calling out of the new Billing out of Sequence section and that there are two examples, one for Purchase of Interest and the other a Pole Replacement example. Section 18.1-G was created for the Billing out of Sequence. Ms. Black stated for a Billing out of Sequence she explained it shows what the Initiating member would do and there is basically no step for the receiving member. Ms. Black stated she can explain the purchase of interest easily and a pole replacement she has more difficulty explaining. For example, when AT&T California applied to purchase interest there was only two other owners and when they go to the pole record there is now three owners, someone else got to the billing before AT&T California did. The member that billed out of order did not know AT&T California was on record because they had not final billed yet, that member would be considered the billing out of sequence. Ms. Black stated AT&T California will get their Form 2 Preliminary and use a different color to add that member. She gave the example that SCE & NG were already on record and now Crown Castle shows up, so AT&T California will add CC to the header in a different color and in the approved field they will write 18.1-G and in the accounting put Special Billing. Ms. Black stated it is important that they do not have to write a revision for any of this even though they are altering the Preliminary. They are just going to go forward with the original JPA name, and it is not going to go with the revision criteria. After the header is completed, they are going to decide which pole record they want to use, the dead pole record or the active pole record. For purchase of interest she stated, each initiating member can choose which record they want to use, but that AT&T California will be picking the active pole record and move forward with what their proposed side would be. Ms. Black stated that then they will create a Form 7. The Form 7 has been altered and has a BOS check off spot. In the body or remarks they will write

to see changes in whatever color used and that will drive the 15 day turnaround time that the members would have if they have any questions. That is also AT&T California's way of notifying the Billing out of Sequence member why they are getting a final bill that will be reconciling the billing. There is no action required to the receiving member unless they have questions. Mr. Van Styrk asked if they could specify the color because someone may end up using a color like yellow which is difficult to see on white background. Ms. DeBarge suggested red. The members agreed. Ms. Black showed the new check box on the Form 7 (see attached) and stated it does not go to the SCJPC just the original Preliminary members and the Billing out of Sequence member and in the remarks they would say see changes in red. Ms. DeBarge asked if this was just for the Purchase of Interest because she had a question about a replacement. Ms. Black stated that the changes do not specify it is for Purchase of Interest at all, just for any JPA that Billed out of Sequence, and they will have an example for Pole Replacements and Purchase of Interest. Ms. DeBarge stated that the other scenario that SCE has come across for a replacement they would be using Special Billing Dead but the other scenario they have come across is the unauthorized attachment where the new pole is joint but there was an unauthorized JPA that was supposed to bill. The member got on the new pole, but there was a replacement that needed to take place. Ms. DeBarge stated that would seem there would be three options. They could specify Special Billing Dead or Active or Special Billing Unauthorized. Special Billing would not be Dead or Active because they cannot use the active record, Ms. DeBarge requested for the example to be displayed to further explain (see attached). Ms. Black stated that she skipped over number six in Section 18.1G. Ms. Black stated that in the Location and Nature of Work they are supposed to call out the billing out of sequence JPA number similar to how they would do in a COR JPA. Then add Special Billing Dead or Active record on the poles that it applies to since some of the JPAs are large and the Special Billing may not apply to all the poles, they only have to make the note on the pole where it does. Ms. DeBarge reviewed the unauthorized example and stated for that one there is no dead record to reference and stated SCE was wondering if it should just be Special Billing. Ms. Allen stated to be consistent if they could do Special Billing No Record, that way it is consistent with the Active, the Dead, and No Record so then the billers will know when they see it. The billers will know it is unauthorized and there should be no record prior to the member billing out of sequence, and at least it will specify there and be consistent with the others. Ms. Black asked the members if they were following and their thoughts. Mr. Van Stryk stated that they are probably going to need to see some more examples of different cases for purchase and replacement to get a better understanding. Ms. Allen asked about number five in Section 18.1-G where it states decide if the active or dead, if they are saying the Members can decide what they use because she thought on replacements it would be the dead record and the Section 4.0's it would be active to make sure it is noted correctly for biller training and to reduce the chance of it being returned in error. Ms. Black stated that she does

not remember there being a choice made and, in the brainstorming, call they said the initiating Member would get to decide. Ms. Black stated that if that does not work for the SCJPC staff that they can decide that purchase of interest it would be active and pole replacement it would be dead and unauthorized would be no record. Ms. DeBarge stated that at the moment she could not think of why a replacement would be active or why they would use the active record. Ms. DeBarge asked if for the purchase of interest if they could have the option to use the dead or active record. She stated that for members that do the purchase of interest would probably prefer the active record, but there could be a time where the dead record would be more appropriate. Ms. DeBarge asked Ms. Allen if it is left up to the billing member to decide and notate for the SCJPC staff to know if they are using the active or dead record or none if that would work. Ms. Allen stated that it is fine as long as it is noted active, dead, or no record. Ms. DeBarge stated that during this clean up there may be more scenarios that members come across where one or the other may be more appropriate. Ms. Black stated that she has new edits to add from today's conversation and they will finish up all of the examples and send them out on one same email to help the members who want to see the visual with the verbiage for the next month's meeting. Ms. Black stated if any members have any notations or edits to let them know.

Agenda Item 7 – Miscellaneous Issues –

- **Time limit & 18.1D clarification for Form 2 and Form 7** (N. Van Stryk – City of Vernon 5/23/2023) Ms. Black stated this item is on hold until Item 1793 is completed.
- Ms. LaMon stated she needed some clarity on Form 2 denials provided with notes. She stated Crown Castle has run into a situation where they have gotten Form 2 denials with notations on what needs to be fixed and Crown Castle would reply with a Form 7 to make the necessary changes. She stated she wanted to make sure Crown Castle is following the guidelines properly. Ms. LaMon stated that historically Crown Castle would have responded to the Form 2 denial with a Form 7 indicating what the changes were. Even though it may have been within the 45-day timeout, it is understood that the Form 7 does not take place of the Form 2 timeout. That has not been an issue historically and they will go back and forth with the member until the issue is resolved and all are in agreement. She stated that Crown Castle has been getting requests to submit a new Form 2 with a new submit date. Ms. LaMon asked if that is what Crown Castle should be doing or if there is a misunderstanding. Ms. DeBarge stated that this is specific to the pole on another JPA denials. Ms. DeBarge stated that a JPA comes without the bill before/bill after which is part of the JPA package. She stated the SCE team will

not put that JPA in process and send it back and ask for a new date sent so that they can get their full 45 days. Ms. DeBarge asked Ms. LaMon if that is the scenario she was describing. Ms. LaMon stated the request is restarting the 45 day period and when they receive the JPA packet it seems it has been reviewed because there is comments on multiple lines and it seems that SCE is requesting an additional 45 days to review, and she wants to make sure that they are all following the process correctly. Ms. DeBarge stated that she can go over with the team but that they do not always start at page one and they just landed on one that is missing the bill before/bill after so it does not get put in process. If members get into agreement that they do not want a new date sent for that then SCE is going to ask for the same that they do not get denied and ask for a new date sent. Mr. Van Stryk stated when he runs into that situation where an owner has been left off or information is missing that would change the JPA enough to warrant a revision, he usually sends a new revision that usually requires a new date sent. Ms. LaMon stated in Crown Castle's instance the other owner was already on the JPA it was just a matter of adding a note that the other owners JPA needs to bill prior to Crown Castle's, so their JPA is not drastically changed. Mr. Van Stryk asked if it changed the pole loading. Ms. LaMon stated that it was already included in the wind loading and all it was just a note to be added with the billing notes. Mr. Van Stryk stated he was unsure if that warrants requiring another 45 days since they have all they need on there short of the note. Ms. DeBarge stated that if this is an agreement, then SCE will not want to see more denials for the same reason of the bill before/bill after missing from the JPA. Mr. Van Stryk stated that if the owner is not missing and they have the opportunity to fix it themselves then it may be ok, but that he may not be understanding it entirely. Ms. Black stated that she would see her team requesting for the clock to start again, but that if they just remember the receiving member has the opportunity to submit a Form 7 to ask for more time. She asked if that is a problem for initiating members. Ms. LaMon stated she thinks that has been the process in the past and the added question would be why isn't the JPA being reviewed at the start when those additional comments are mentioned, that it seems like it is being partially reviewed and then sent back for a request that the clock start over for rereview for a small adjustment. Ms. DeBarge stated that they need to look again at the requirements in Section 18 for the JPA packet, where it states the bill before/bill after needs to be on the JPA, then it needs to be struck before they

consider this. Ms. DeBarge stated that it is Section 18.1-A in the Routine Handbook. Mr. Van Stryk stated that he was under the impression that it would warrant a denial if they did not include the company that was supposed to already finaled first. For example, both members sent their JPA one week apart with the other not know they sent it, and they need to resend it to include them, restarting the 45 days. Ms. LaMon stated that the Form 2 submittal is being treated like a Preliminary form and the review process is being put on hold because one this is being noted and sent back and asking for a resubmittal. Mr. Harmon stated that it is definitely supposed to be during the Preliminary. If a member denies for an application being incomplete, then it is legitimate. The Right of Way rules do talk about applications that are incomplete and the ability to continue to apply and restart the clock every time you have submitted that application. If a member chooses not to deny it but wants to make updates and changes and provide some sort of Form 7, then it could probably be accommodated through the normal approval process. Ms. LaMon asked if there is no issue with the grade and space or wind loading in the denial, just a note that the other JPA must bill first, maybe they need to make what constitutes a denial more clear. Mr. Harmon stated that the bill first should not be part of the application requirement. He stated it is important, but it should not constitute a denial because they may not have exposure to that. Mr. Van Stryk stated short of missing a member would constitute a denial. The member agreed with Mr. Van Stryk. Ms. DeBarge stated that SCE has had been getting denials even though they have had the member in the header, and it is due to Section 18.1-A number two. Ms. DeBarge stated that if this is a reason not to return and ask for a new date sent, then SCE is asking for the same. Mr. Van Stryk stated that if the company is in the header and they got it, then they should have caught it even if SCE did not. Ms. Black stated they will add this as an action item for the members to take it back to their teams to review. Ms. Black stated that if Ms. DeBarge wanted it could be a quick edit to the Routine Handbook so they can make an item number, have it edited and then memorialized. Ms. LaMon asked for an additional clarity on if there is a denial for reasons other than what is listed under revised Form 2, if it is still expected to return the same JPA without the change in name with the RO1 and new date sent or if they work together to solve the issue with Form 7 communications. Mr. Van Stryk stated there are a lot of things that do not affect the ability to review or decipher intentions, but then there are some things that do

impact the ability, possibly requiring another 45 days to double check it has been changed. Mr. Harmon stated especially with the automatic approval still engaged. He stated a member can Form 7 them for six months and 45 days later go build. Mr. Harmon stated that due to the automatic approval he would be leaning more towards restarting the time frame with the necessary documents in order. Ms. LaMon asked if the members could put together a list of what would specify the use of a denial and what would need a new date sent. Ms. DeBarge gave the example of NOTAG poles on the JPA that should not be on there. Ms. Black stated that if Ms. LaMon would like to take on the Routine Handbook edits, they could get her an item number. Ms. LaMon stated that she could get together different reasons for denial and get it memorialized.

- Ms. Black asked if there were any other miscellaneous items. There were no further comments or concerns from the members.

Agenda Item 7 – <u>Review of Action items</u>/JPA Alerts –

- Ms. Black to update the Billing out of Sequence edits. The examples will be complied to resend together.
- Ms. LaMon is going to take on the new Denials item number.
- The members are to take back Ms. DeBarge's Section 4.0 edits to review with their teams.

The Meeting adjourned at 1:17 p.m. until July 17, 2024.

<u>Transcribed by Anali Spencer – Committee Staff</u>

Item 1793: Section 4.0 with Form 48

Item 1793 Section 4

Updates for Routine

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Joint Pole Authorization shall be billed and finalized within 90 calendar days from the Date Sent of the preliminary.

18.7 Form 48 - Notice of Work Completed

Where no construction was performed (records only, i.e. section 4 Purchase and Sale of Interest) ~~5.1C) a form 48 does not need to be issued.~~ the JPA shall bill 45 days from the JPA date sent. If Form 48 is not required, i.e., 4.1, 5.1C, write "Form 48 Not Required" or "F48 N/R" on the Final. For all other changes a Form 7 should be utilized and sent with a Form 48. If Form 48 is not issued within 30 days, 18.1F may apply.

18.1-A Preparation of Form 2 Preliminary Joint Pole Authorization - - *do we want this?*

(v) Records Only Form 48 with Purchase of Interest Authorization.

18.1-D Time Limits Involving Form 2 Preliminary Joint Pole Authorization

- The return of Form 2 Preliminary Joint Pole Authorization for Purchase of Interest should be sent to all members involved.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

Purchase of Interest Cancellation

The time limit for finalizing an Authorization shall be 90 days from date issued. At the expiration of this period, the following procedure should be followed:

- JPA is automatically canceled if no communication is received from initiator requesting extension.
- Initiator may request an extension when a memo is pending, or awaiting valid pole numbers, or other pertinent data required for final billing. Extension request must include a reasonable timeframe and requires mutual agreement in writing, or cancellation stands.
- Extension of Purchase of Interest billing does not prevent another member from finalizing their own JPA that may have been waiting for said JPA to bill (bill before/after is void).
- When time to final bill is excessive, a Form 7 may be sent by any member involved canceling the JPA.

18.2 Form 2 Final - Initiation

The Member initiating transaction shall transmit one copy of this form, which shall be an original Southern California Joint Pole Committee authorized typed or electronic document, to Joint Pole Committee, specifying work as completed under approved Form 2 Preliminary Joint Pole Authorization not less than 45 and no more than 90 calendar days after sending the completed Form 48. After 90 days 18.1F may apply. Exception section 7.6 and Purchase of Interest can be final billed less than 45 days.

Clean Up

Includes all JPAs submitted 6/20/2024 and prior. Members are to continue working together to bill or cancel all aged Purchase of Interest JPAs.

- The need for Form 48 is waived during this cleanup period.
    - If approval for purchase has been received, submit JPA for final billing.
- To the best of each member's ability, a quality final should be submitted to the JPC for billing.
- Memos are to be addressed promptly.
- Special billing will be utilized for JPAs that bill out of sequence.

Here are some problems we have run into during cleanup and the steps taken to resolve:

- F48 received for previous 18.1E.
    - Let the member bill it. The goal of cleanup is to final bill.
- F48 for previous denied pole loading.
    - Let the member bill it. It is the member's responsibility to comply with pole loading requirements. We are holding the member responsible for having made needed corrections on the documentation and field conditions, if applicable.
- F48 where SCE denied for pending replacement.
    - Let the member bill it 4.1. If pole is found overloaded during next inspection, it will be replaced, may be at that member's expense, if they overloaded it.
- F48 for JPA not previously received.
    - Let the member bill it 4.1.
        - SCE needs a copy of the JPA with 45 days to review and provide any corrected information to the member. Change to 4.1.
- SCE is not awaiting members to bill their JPAs prior to our replacements. Member will be added to the E JPA, 7.7. The reason for this is SCE has already been waiting months and years for a member to bill before. Members have a high return rate (memo) and lengthy bill before/after lists of their own tied to said pole(s).
- Memo rate may go up during cleanup.
    - This is to be expected, so we should all be prepared to deal with it. Utilize SPECIAL BILLING, matching the ACTIVE record for purchase of interest JPAs, and matching the DEAD record for replacements, where applicable.

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5/14/2024 Notes Shared during May Routine Meeting

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine for section 4. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach according to their project plans, abiding by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners.

- **SCE moves for an immediate commencement of a Records Only F48 with all 4X purchase of interest JPAs.**
    - SCE wanted this to begin in January 2024, to start the year fresh, but the delay has been the ongoing conversations during the January, February, and March meetings up until now.
        - To date for 2024, SCE has received 4267 4X poles (520 JPA) that continue to create the traffic jam of bill before/after, with 158 bill before/after tasks associated with these new JPAs.
    - As a base owner, SCE does not require a member to attach before owning space. However, SCE does require a member to be a joint owner in a pole before making attachment. No wires or fixtures whatever may be placed on a pole without joint ownership in the pole.
    - The timely final bill of a member's purchase/sale JPA will deliver said monies to base owners and/or other joint owners on record and will establish said member as a joint owner in that pole. Upon final bill, the SCJPC pole record will reflect a member as a joint owner in said pole, at which time, member may begin attachment as a joint owner in said pole.
- **Section 10.9 and 3X setting of ANC and ARM will not hold up 4X.**
    - With the current ROW, **rearrangement** of facilities is allowed without any update to the joint pole record. Grade is not as important as it used to be.
        - During any litigation, the question is asked, who are the joint owners on record and were/are they attached. Specific HOA does not play a vital role in those types of conversations. While we do strive to have an accurate record, in today's age, it is not likely.
        - Though a 13.3 could be created to correct the grade/space, it is not a requirement, as the grade/space would be documented on the next 4X or replacement JPA.
    - As far as ANC along with purchase, if you are proposing the setting of a shared ANC and you get that approval, bill it. If at the end of your project it is decided an ANC is not set, that is an issue to be worked out through the joint owners of that ANC, which reasonably could require a 13.3 JPA to clear the record of the shared ANC.
- **Liability**
    - In the case of equipment on a pole causing damage to property or communities due to overload or natural disaster, all joint owners in a structure may be included in the conversations to assess attachments and sequence of events. Having a pending JPA opposed to being on record does not preclude a member when/if this occurs.

  - As a joint owner, you will be required to participate in maintenance and inspection programs, whether you have attached or not. The recurrence of these programs is minimal and would normally not recur multiple times prior to your attachment if your attachment is within a reasonable timeframe. While SCE cannot dictate how a member runs their business, perhaps consider purchasing interest closer to the timeframe of attachment, if this is not ideal for your company.
  - Member taking part in replacement though not attached. This is part of doing business. Consider how often this happens, and also consider the member will be attaching to a new, sound structure.
- **CleanUp**
  - Thank you, everyone, for your clean up efforts. Well noted. We appreciate the collaboration.
  - SCE is not granting any extensions for attachments being made. Since 4X is purchase and sale, extensions are not needed.
  - Billing out of sequence.
    - It was said "I should be able to bill my JPA before another member and not have to wait on another member…" We have the Bill out of Sequence process that has been reintroduced from 2012. Please use it.
    - It is not reasonable for SCE to hold up billing on a replacement JPA waiting for a member to purchase interest into an old pole *that is no longer in the field*.
      - SCE will continue to move poles from foreign JPAs where it makes sense to do so. You should begin to see more F7s for this and R01s, as applicable. You may continue to connect with us regarding this as well. If you have multiples, a spreadsheet with the request is acceptable. Have that conversation with your SCE regulatory representative.
- **Moving Forward**
  - Records Only Form 48 is required with a Purchase of Interest JPA. JPAs received without the Form 48 subject return to the initiator denied.
  - *Not needed to begin the revised process*, but some considerations in the Routine Handbook so this never happens again.
    - **Section 4**: All Purchase of interest (section 4) shall be billed and finalized within 90 days of the date approved or by 18.1-D.
    - **Section 18.2 Form 2 Final – Initiation**: We believe is clear: final bill no more than 90 days from F48.
    - **Section 18.7 Form 48**: Records Only clarification
    - **Section 18.1E**: Cancellation
    - **Section 7**.8: look into purchase into within 1 year.
- **Other Concerns**
  - How integrated into the Routine, sec 7.8. N/A during cleanup – these are aged JPAs.

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Process Flow

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated ~~3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*~~
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

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PROPOSED 4X PROCESS FLOW	SCE	JPC member comments 3/20/2024	BLUE: JPC Meeting comment	GREEN: Member's feedback from conversations outside JPC meeting
		Concern that this could create a system where space is being reserved. Space is being purchased for use. Members purchase space to attach and conduct business. Reserving (hoarding) space would be purchasing with no plan to use, whether it be attaching own facilities, renting, or selling. This could also create **liability**. *If a member becomes an owner without physical attachment, they are liable. Liable for what?* Liability comes in if there is a GO95 infraction, it fails - if member is on the record but not on the pole, they would still take part in the replacement… Attorneys for companies don't want them owning space and not be attached? Price of doing business. Currently members are making base owners liable by attaching without authorization and also without a valid pole card update. **Perhaps need to fix the closing of JPA issue, to become official members**. This *is* a fix to the closing of the JPA - closing out purchase and sale at the time of signatures/18.1D. At that time a member becomes a joint owner in that pole. A member should not be attaching to a pole if they are not a joint owner on record. A member becomes a joint owner on record when their JPA final bills, not when they attach.		
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.	**24 months for section 18 - - reduce to 9 months**. **F7 to extend timeline - after 24 months cannot request extension**. Base owner could (and will) deny JPA after 2 years, UA… ROW rules. Must use space within 9 months. *planning to build and 9 months have gone by, at that time another company can use that space.* Any timeframe of attachment prior to purchase/sale does not fix the issue of (1) base owner being made whole (2) interfering with other member's ability to bill their JPAs. **Transaction of money**: buy in 4X, need replacement, need taller, etc., takes a long time. What's the expectation? Scenario shared of 6 years to replace a pole. That's too long - replacement construction has not begun, rules of 18.1E cancellation apply. Have 9 months to attach. Once you submit, its approved, 9 months to attach. If you don't send final within that timeframe someone else can buy. There is a ROW rule that states this. Require F48, must come along with the F48 with all the revisions. ROW ruling is clear, once you get approval you have to attach within 9 months or you give up space. Initiator starts the process over. Submits FINAL. Hesitation from 18 months to 3 months. *But the reduced timeframe is for purchase and sale, not attachment. Member still has extended time get permits, and do everything associated with attaching, which is outside the purchase and sell of the space.* How about 120 or 180 days? 90 day TA is doable in theory if no memo back and forth.		
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*	Each project has **allocated funds** and if it takes years to close the project funds have depleted. Billing upfront ensures purchase of space funds are properly allocated. 2nd F48 not needed - just like 3.1, no F48 required for attachment. For what reason would it be required? The "work" of the section was 4X, which was completed upon approval with the finalization of the JPA - money paid, pole card updated. For old JPAs, 181.F is in place. Approved, but not built - cancel. This is for construction - should not apply to attachment, however, it was a bandaid used for members who were not billing their JPAs within 18 months. Only want 1 F48. Work is contracted out; limited amount of time with that contractor. By the time attached, can't go back and say now send us a F48. Use the Records Only functionality of the F48. Compromise on timeline before penalization. Moving forward this is the proposal. How to address the backlog.		
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.	Some denied poles, not all, may cause a total reroute, so the whole JPA would be canceled.		
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.	Backlog - maybe contractor doesn't acknowledge the denial. Or the contractor has moved on and now the member has no record of a denial… Should be 4.1. *But was the denial due to safety? Member should not be attaching when denied, period, but so much more of a concern if due to safety* I should be able to bill my JPA before another member if I have attached first. I should not have to wait on another member to bill their JPA. Same applies with replacement… New pole is set. Why are we waiting for a member to purchase into an old pole that is not there?		
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.	like the idea of moving to another JPA. Initiator can set a temp pole. Some replacements take too long. Can they be put in a higher queue based on member need? Initiator may pursue a temp pole until the replacement takes place, at which time, the member would be notified via F48, only if they are on the replacement JPA, so it makes sense to be added to a replacement JPA.		
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.	Money back guarantee! The ROW is for the whole state of CA. 9 months. This would cover the member's purchasing space and not using it. You have x amount of time to close these jobs. JPA would have to be finaled. If you do not attach within 9 months, you can lose the space. Forced to relinquish. *The space is noted in the SCJPS database? And paid monies go back to initial iniator? There is plenty of "unattached to" space on record at the JPC.*		
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.	Members have options at this stage: section 4.4. on the purchasing side, if we see another member has space owned and is not attached, we would 4.4, and forge ahead, or add 5.1 for them to sign off on, if they really want to keep the space, they can deny our 5.1, then there is 10.9 to rearrange.		

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Topic	Notes	Routine Meeting Year	Page
Unbilled JPA	Ms. Hernandez inquired as to the proper procedure to take when encountering the situation of a member who is not final processing a JPA upon completion. This practice by members is hindering the processing of other JPAs. She also stated that without the processing of the JPA, a member is conducting business without paying the costs. Her question is whether this situation should be addressed in the Routine Handbook, and if there is a time limit to final a JPA.	2000	6
Unbilled JPA	back in the day: the impact on member utilities when a JPA is not completed within a reasonable time. Ms. Dell responded stating that many times one single JPA that is not final billed, could be responsible for the delayed processing of several JPAs. She said that something is needed in the Routine Handbook that will motivate members to complete the JPA process. There is a revenue impact in that members are not getting paid as promptly as they could…in the past complaints were handled at Board meetings, however; it proved to be counterproductive…	2000	11
Unbilled JPA	18.1F: SCE has 3,500 foreign JPAs...He instructed his staff to separate those JPAs that are pending, and notify the initiating member to either final bill or cancel the JPA, or SCE would final bill the JPA exercising section 18.1-F. His objective is to decrease the backlog of foreign JPAs, which ties up resources due SCE, and other members.. Failure to Final JPA upon Completion of Construction was removed from the title… this situation was creating additional, unnecessary work among their staff. It seems in Jun3 of 2005 the handling of 18.1F was ineffective, causing extra work for all members involved, so there was a suspension of the section at that time, to restructure the process of handling these JPAs.	2005	10
Unbilled JPA	The members discussed extensively, the concern of final billing JPAs out of sequential order, for clarification. This issue would be discussed further.	2007	13
Unbilled JPA	originally the 18-month time frame was instituted in a two-party world; however, today the wireless bear the majority of the research, the 18-month time frame appears insufficient. She further added that in the near future, she would like to address the possibility of extending the time frame. It was agreed to discuss this issue at a later date…. Ms. Jennie Davis from DWP stated that her organization has many outstanding foreign JPAs.	2008	5
Unbilled JPA	He described a scenario to the members where a member initiated JPAs in 1999 and never final billed them, in the interim SCE replaced the poles with lightweight poles and discovered the member unauthorized, and corrected the problem. He inquired, in this type situation, what constitutes an unauthorized attachment should a pole be involved in litigation, and if this is an unauthorized attachment. Ms. Prouty responded that when all the members have signed and approved the JPA, the document is legally binding whether it was final billed or not. Mr. Chow inquired if it appears fair that when a member is discovered unauthorized, that in the interim, the legally attached members funded the maintenance while the illegally attached member did not pay maintenance for the specified time period. The members agreed that this scenario appears unfair. Ms. Chow stated that attachment is a two way process, 1) request attachment, and 2) pay for it...outstanding JPAs contingent on other JPAs being final billed. Ms. Hernandez stated that tracers should be utilized to aid in this situation. Ms. Prescott stated that perhaps members request a deposit on the front end of the process...	2008	6
Unbilled JPA	the lack of response within the time frame due to lack of resources has historically been the cause of members not following the Routine	2008	38
Unbilled JPA	Section 4: He further stated that construction does not have to be complete in purchases to issue a Form 48. He further added that he and Mr. Wolfe have discussed instances of purchase of interest, and perhaps another approach toward purchases could be entertained with the possibility of revising the process of purchasing interest. Mr. Cashmer questioned if construction is not complete, a Form 48 completion is required? Mr. Chow responded that per the Routine, construction verification is required prior to completing a Form 48 for the ability to finalize a JPA. He added that perhaps to circumvent delays in purchase of interest JPAs only, once the JPA is approved, then after the 45 days period has elapsed, that specific JPA must be finalized. Ms. Hernandez interjected that it is permitted to complete a Form 48 records only. Mr. Wolfe stated that this method is utilized in the North...Ms. Haney presented a scenario where NG reserves space on a pole, and might build in a year or two. However, in the interim, NG has taken the last available space on the pole, and now T-Mobile desires to attach. She added that now it is incumbent on TMobile to replace the pole, because NG has reserved space. How often has this occurred? Mr. Wolfe responded that the space belongs to NG, and there is nothing to compel NG to sell their space. Mr. Rodriguez stated a situation where NG and T-Mobile desired space on the same pole, which required replacement. In order to determine who would bear the cost of replacement, it was confirmed who was first to submit their proposal. In this situation is was NG first with T-Mobile following, and T-Mobile was obligated to arrive at a Plan B…. Ms. Hernandez stated that the idea of reserving space is good, however, it should notate on the pole record the space reserved. This would allow planners to know that space is owned, even though the owning party is not attached….	2008	54
Unbilled JPA	Section 4: He added that per Mr. Wolfe's suggestion in regards to purchase of interest, there is no need to wait until construction is complete before finalizing a JPA. He stated that after some thought; he is of the opinion that there might be other sections that could fall under this scenario, such as relinquishment where the sale or relinquishment is not dependent on any work being done...aid in expediting the JPA process...where members initiate the JPA, attach facilities, but do not finalize the JPA, in the interim they do not share in maintenance costs, only the owners on record bear the costs…finalizing the JPA and getting money exchanged. Ms. Hernandez recapped stating that today members are able to initiate a records only JPA. If there is no construction, there is no need to wait thirty days to final bill if all signatures have been acquired...	2008	61

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Unbilled JPA	Mr. Rodriguez responded that in the wireless world, 18 months is not sufficient time. He added that it takes about two years to get entitlement, so the wireless members are unable to construct. Mr. Wolfe suggested that if the wireless members in the two-year interim discover that they will not utilize the pole space, to relinquish it since it is a small portion of construction expense. Mr. Rodriguez questioned if Mr. Wolfe is suggesting finalizing JPAs prior to construction? Mr. Wolfe responded in the affirmative...Mr. Wolfe stated that there are obligations that if you reserve space to construct you enter into ownership. Mr. Chow stated that he agrees with Mr. Wolfe and Mr. Hunter that an open time frame for finalizing 4.0 is unacceptable from an owner's perspective...If you initiate a JPA you are an owner. Mr. Wolfe responded that until you finalize the JPA you are not an owner on record. Ms. Hernandez stated that the JPA is a pending JPA even if you are not an owner on record. Mr. Hunter responded that until the JPA is finalized one couldn't finalize subsequent JPAs that follow. The holdup is sometimes five to six years later. Mr. Wolfe reiterated that by reserving the space by finalizing the JPA is the right thing to do. Mr. Rodriguez stated that paying a reservation cost up front is not a problem, but paying for all the other costs of construction does not sound reasonable if the work would not be done for two years...Ms. Haney stated that she is certain that her organization would not agree to costs for construction that has not yet transpired. Mr. Wolfe responded that leaving JPAs floating is clogging the system and this is not the original SCJPC design, or to instill an automatic cancellation. Mr. Chow stated that reserving space, and inhibiting other members from using the space, and this includes fellow wireless members, there should be an associated cost up front... The members discussed the difficulty for the wireless members and the problems for the base owners...	2009	52
Unbilled JPA	He added that he would be proposing for section 4.0, that after the JPA has been reviewed and approved and there are poles that require special attention, that they should be removed from the JPA and addressed separately. This would leave a JPA where the purchasing party is able to move forward. After the 45-day period has elapsed, a member party to the JPA is able to finalize the JPA...	2010	6
Unbilled JPA	Mr. Chow reported that he has contemplated two methods for this billing. One is a fundamental change to how members are to operate, primarily those major pole owners. The method would be for purchases of interest only, that the selling party would be responsible for completing the final JPA. He added that the major communications members might be of the opinion that the purchasing party should continue to final the JPA. He added that it could continue as is where the purchasing party final bills the JPA, with the caveat that the selling party is to have the option of final billing the JPA, as any other member party to the JPA.	2010	11
Unbilled JPA	The purchasing of poles, 4.0, prior to attachment and any work completed, records only type job. She suggested in a 4.0 JPA to move forward with final billing without waiting for the Form 48, since the space is being reserved. She added that a Form 48 can be submitted noting "Records Only" on field work required, then final bill. In her opinion this should be stated in the handbook. She reported that Mr. Chow proposed members must purchase the pole if they want to reserve the space. If another member chooses to purchase, that member with reserved space is joint on the pole…	2010	15
Unbilled JPA	Section 4: Purchase of Interest for future use Ms. Hernandez stated that if her organization issues a Form 48 records only and on the remarks state the desire is to purchase space for an antenna to be built and complete at a future date, but the final bill would be as originally written. She added that this process does not delay other JPAs from being processed in the proper sequential order. Mr. Chow stated that he and Mr. Wolfe had discussed the topic of purchase of interest JPAs. He added that both agreed that this situation does not necessarily dictate the purchaser build to final the JPA. He added one could own space and not be attached at that moment in time. He added with that in mind, he and Mr. Wolfe agreed that one could purchase and attach when desired. He further added that this process is in place today, and if one realizes that in the future they no longer desire the space, there is the option of relinquishment. He added that this process has been in place and works successfully.	2011	21
Unbilled JPA	Ms. Hernandez then moved on to the second agenda item, Interpretation of Routine Handbook. Ms. Hernandez stated this issue is a standing item and addressed at every meeting. This issue addresses any foreign JPAs that should be and are not yet finalized. She reminded the members that it was decided at prior meetings that a JPA may be final billed even if construction is not complete to reflect purchasing the space. She inquired if any members had any other comments or concerns. There was no discussion on this item	2012	11
Unbilled JPA	Section 4: Mr. Chow suggested the if members wanted to purchase interest but not yet construct a section 4.0(A) be created and used for such instances.	2013	30
Unbilled JPA	currently members could potentially construct on a pole and not pay for it for multiple years until the JPA final bills. Ms. Prescott suggested the billing portion of the JPA process happen upfront. She explained, members would purchase space and be billed for it but the JPA would be pending until construction was completed. Ms. Prescott stated with this process, members would always know of any pending jobs on a pole. Mr. Eastwood pointed out under the current system Telecommunication companies are not required to notify owners if construction has occurred within the space they own, as long as it passes loading.	2014	3

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Unbilled JPA	After some discussion, it was suggested to final bill the JPAs records only. Ms. Hernandez stated the records only discussion led to pole loading discussion. She explained the pole loading discussion was if a record only pole record was created and another member wants to add or attach to the pole, the pole record would not reflect what is in the field. Ms. Hernandez also reminded members of the issue of notifying other members once the work is complete and the pole loading is up to date. Ms. Prescott stated one of the reasons for implementation of this meeting was to find a way to purchase space and receive payment for said space while the JPA is still pending completion of construction. Ms. Prescott continued, stating members would also be able to participate in maintenance since they would be owners of record... Ms. Prescott clarified; a preliminary Form 2 would be submitted showing the amount of space needed, a bill of sale created to show ownership, and a new form created for notice to construct. Ms. Prescott noted once the notice to construct was submitted, this would notify members to submit pole loading and the show what their intent is within their space. A Form 48 would be submitted notifying members of completion of work...only have this policy for purchase of interest section 4.0. She noted this could be a change in process on how Form 2s are issued. Ms. Prescott stated the idea behind this way of processing JPAs was to separate purchase from construction. The members discussed if the routine had to change should billing and construction be separated. Ms. Prescott suggested if the routine remained the same, the implementation of a notice to construct and a notice to purchase be added to the routine... Members would not need to keep record because the JPC database would have the pole record. Once members were ready to construct, the pole loading should be submitted with a new JPA indicating said member was ready to construct. Since before and after a member purchases nothing on the pole changes, the ready to construct pole loading will help members verify the facilities on the pole to ensure the new work can be completed without overloading the pole. After construction verification, an adjusted final bill would be submitted with itemized costs.	2014	7
Unbilled JPA	power companies had foreign JPAs that were not being final billed. She continued, explaining this was an attempt to reduce the backlogged JPAs by potentially final billing them under the proposed section 4.0(A) “records only.” Mr. Eastwood stated communication companies want to reserve space. The power companies want members to participate in maintenance costs and have JPAs submitted in a timely manner. Mr. Eastwood believes the best route to take to achieve the reservation of space, participation in maintenance costs and processing finals in a timely manner, would be the implementation of 4.0(A).	2014	10
Unbilled JPA	Section 4: Mr. Chow stated currently nothing is in place requiring members to notify other owners if adding facilities for sole benefit. Mr. Chow stated a key portion to the proposed 4.0(A) is pole loading, and verifying what is in the field is what is retained on record. Ms. Hernandez suggested amending the verbiage for section 18.1F removing the completed construction clause allowing the JPA to be billed 4.0(A)...because when a job is designed it has to take into consideration everything that could reasonably be put on that pole. Mr. Chow continued, stating because there is knowledge that the other member purchased interest, their pole loading also needs to be accounted for. Ms. Hernandez suggested Sharefile as a way to view pole loading making calculations readily available for all members to view...He continued, suggesting revising the verbiage in section 4.0 to include the implementation of a timeframe.. suggested members could purchase space, participate in maintenance, and submit pole loading for what is in the field. If the members entitlements do not happen or the job is canceled the owner can relinquish the interest. Mr. Chow reminded members the item was in association with foreign JPAs...Mr. Chow inquired if a foreign JPA does not get billed would Edison be able to issue a Form 48 and bill the JPA records only 18.1F. Ms. Hernandez stated after the timeframe passed Edison would be able to issue a Form 7 indicating the timeframe passed and requesting the JPA be final billed by the next billing cycle or the JPA would be final billed by Edison 18.1F. If no response is received from the Form 7 Edison would be able to move forward in billing the JPA 18.1F...	2014	24
Unbilled JPA	the process is already outlined in the Routine Handbook, the problem is members are not following protocol...subcommittee where members discuss old foreign JPAs and rectify why the JPAs are being held up	2014	28
Unbilled JPA	discussion led to members not wanting to use section 4.0(A). Ms. Pearson stated emails were sent out to members notifying members JPAs have not been final billed and if the JPAs are not billed by XX date Edison will final bill the JPAs 18.1F.	2014	30
Unbilled JPA	members agreed to leave section 4 as it is...Mr. Chow inquired if a Form 48 is truly required for a section 4.0 JPAs. He continued, stating if a member is reserving space and they do not intend to build in the near future, a Form 48 should not be required to final bill the JPA... She continued, asking after approval at what point could the JPA be final billed. Ms. Pearson suggested JPAs could be final billed 1 calendar year from Date Sent dated on the JPA even if construction has not been completed...processing the purchase of interest JPAs in a first come first serve manner. He continued, stating members would not be able to reserve space. Rather the company that pays for the interest first gets the rights to attach to the pole. The members stated that the Date Sent of the JPA is what dictates which JPA final bills first...Edison agreed to rework verbiage for sections 18.1 (D-F), 18.7, and section 4.0...	2015	40
Unbilled JPA	Mr. Chow inquired if a member is purchasing space why is a Form 48 needed. He also stated a member purchases interest section 4.0 to own space. He continued, stating many members own space on a pole and are not attached...Mr. Chow suggested a timeframe be implemented on the Form 48 when purchasing interest indicating after XX days the JPA will be final billed whether or not construction has been completed... Mr. Chow stated G.O. 95 dictates pole loading is to be provided at the time construction is done. Mr. Hunter stated even though a member is an owner of record, capacity on a pole cannot be reserved for them...	2015	87
Unbilled JPA	the process taken when an initiating member fails to final a JPA. Ms. Hernandez stated it is not the wish of a participating member to final bill a JPA for the initiating member; however if needed a participating member may exercise this option. Mr. Chow stated that in the time that Edison has been notifying members of their intent to final bill, and the initiating members reply that they will final; after research by Edison, the final billing does not transpire in many instances...	2015	91
Unbilled JPA	After review, the members agreed that a Form 48 is required for all sections except 4.1, 5.1(C), and section 13. The members also agreed that all other sections require a Form 48 but the 45 day timeframe can be waived with an agreement by all members.	2015	99

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

Unbilled JPA	the space is not owned until it is final billed and a place marker cannot be added because it would be considered reserving space. Mr. Williams stated that if the JPA is final billed then the space is owned whether they attach or not. Ms. Mueller inquired if this negates the necessity for a Form 48. Mr. Williams stated that when they do attach they can do a Form 48 to inform the other members of the attachment. Ms. Hernandez stated that this would only be for purchasing not for replacing a pole.	2018	91
Unbilled JPA	Ms. DeBarge asked if billing of a purchase of interest JPA based on construction. Ms. Hernandez replied not always, it could be a records-only...anything can happen within that 24 months and if they went ahead and processed with their JPA that way when they purchase they will at least have the correct information... one of many issues from the process as a whole and a lot of it needs to be updated. The process as it stands is trying to accommodate something that is no longer valid and current in the industry…	2020	53
Unbilled JPA	Denials: denials are going back and forth, he thinks his main goal is to help streamline the denials that are going back and forth to make things a lot easier for all the members involved...When they initially submitted their loading, they did it to the best of their ability. For another member to come back and say it is no good and they need to revise it, but not tell them how, is not playing nice in the sandbox because they would do the same as well. With the denials concerning pending JPAs, he feels that if a JPA is going to be denied based on the mention that there is a pending JPA somewhere out there, that JPA must be dealt with. It cannot be a JPA that has been denied. He does not think it is fair for everyone just because they cannot revise their loading based on a pending JPA that has loading that did not pass… the back and forth with the denials hurts any project or any job that they have moving forward. It kills it and definitely needs to be looked at…	2020	99
Unbilled JPA	Mr. Carrion stated that Crown Castle does not issue JPAs for builds that they do not intend to do. Mr. Serrato stated that everything is initiated because they have already secured business. Mr. Carrion stated that they have plans in place and everything has been designed, it is at that point they initiate JPAs, and they assume that is the same practice for other members. Mr. Serrato stated that is evident in their project numbers build into the JPA...Mr. Carrion stated that because they do not issue JPAs they do not intend to do, it does not mean there are not any delays. Sometimes things do take two years or a little over.	2021	137
Unauthorized	You are illegally attached if you have not purchased interest. This was an ongoing conversation since 1999 revolving around the Pulsiver decision and the $500 penalty fee to be charged to utilities that are illegally attached (unauthorized), that members should not be treated differently than non-members in regards to illegal attachments.	2001	1
Unauthorized	She added that today, she is of the opinion that the current penalty for section 4.1 is no longer a deterrent toward unauthorized attachment. She shared a personal experience in which she overhead a construction personnel remark, when accused of this violation, quoted “so bill me”. It appears the benefit of attaching illegally outweighs the unauthorized attachment penalty, since the incoming member is conducting business and collecting revenue immediately, rather than waiting for the entire JPA process to be completed. She added that she is now of the opinion that this issue requires serious consideration. It appears that the 50% penalty is no longer a deterrent to illegal attachment.	2007	7
Unauthorized	Ms. Goetz stated that what prompted this issue is the method of attaching Altrio Communications had practiced in the past, which resulted in loss revenue to members. Ms. Prescott stated that members are attaching prior to processing a Form 2. Since the action is not approved, then it is an unauthorized attachment.	2007	8
Unauthorized	He added that all members have encountered a purchase of interest JPA that has remained open for one to two years. He further questioned that at what point in time should a lengthy purchase of interest JPA be considered a 4.1.	2008	53
Routine Interpretation	JPAs finalized as Section 18.1-D. The members agreed that the primary problem with the routine sections is the interpretation, and the original intent. Since revisions are updated, and effective the first of every year, the consensus is to publish on the SCJPC website, the intent and interpretation of the section in question. This would require adding a new interpretation section to the website. Mr. Chow added that on the web, it would state the section verbatim, and the ad hoc’s agreed upon interpretation.	2006	6
Routine Interpretation	Mr. Brown stated that the Routine is a planner, and must be clear and concise enough in order to leave nothing to the imagination. Mr. Chow stated that in his opinion it is not written as such.	2007	9
Routine Interpretation	Mr. Chow stated that the Routine was written to lend itself to the method business was transacted between members thirty or so years ago. In his opinion, it does not fit in today’s world of joint pole transactions, especially the wireless organizations.	2007	26
Routine Interpretation	purchase of interest with an estimated planned construction start date	2013	35
Routine Interpretation	Ms. Hernandez stated the ultimate goal is to have the entire foreign JPAs final billed so all members incur ownership costs. She was of the opinion that billing and field verification need to be separated.	2013	37
Routine Interpretation	Mr. Chow stated he is in favor of members purchasing the space if they plan to construct rather than reserving the space. Ms. Hernandez agreed stating members could relinquish if they did not need the space.	2014	3

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Policing Members	Mr. Brown stated that Edison's major concern is the over-lashing and overbuilding on poles. Ms. Dell stated that another concern is the wind loading issue, and testing for wind loading on leads. Mr. Bengtsson commented that this is a GO 95 issue. the members do not police one another. That members are aware of their individual responsibilities. Mr. Bengtsson stated that policing could create problems. The decision is to discuss this issue with Edison, locate any major concerns, and to leave this issue on the agenda for further discussion.	1999	18
Pole on Other JPA	JPA not final billed denoting owned space: Mr. Chow stated that he disagrees, because a member should not list on the header if said member is not a member on record. Ms. Hernandez explained how she denotes the pending JPA on the later JPA. She added that this is necessary so that no two members vie for the same space and grade, which could happen when members are not informed.	2007	17
Pole Loading	Section 4: After discussion, the members agreed that section 4.0 "records only" would be a good idea and when final billed, the pole loading needs to be uploaded to Sharefile.	2013	26
JPA Alert	05/15/2013 Alert: ISSUING A FORM 48 AFTER WORK IS COMPLETE: If a Form 48 has been issued stating that work has been completed on behalf of a member, the initiating member does not need to issue a Form 48.		
JPA Alert	10/17/2018 Alert: POLE LOADING WHEN THERE IS A PENDING JPA When initiating a JPA and you find that another member has a pending JPA and not yet attached, request their pole loading. Include the pending member's pole loading information on your pole loading. Discussed in Compliance Committee meeting on 9/18/2018.		

Item 1793: Section 4.0 with Form 48

Item 1793 Section 4 – JANUARY 2024 NOTES

Supporting information for this discussion.

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach when necessary according to their project plans. SCE does not monitor a member's attachment. The member is obligated to abide by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners. SCE is not asking for a change in the section. We are proposing the member process comply with the rules.

- The scope of Section 4 is sale and purchase of interest. The section is currently being used for construction.
- SCE has 12,083 active purchase of interest JPAs submitted by various members, dating back to 2010.
    - 3,876 purchase of interest JPAs must final bill before another member's JPA (1,657 F48 have been received for the 3,876, which is another problem to solve for…).
        - Members are being denied new business purchase of interest because they are not aware other members have submitted a JPA to purchase space, so they are not including a pending member's purchase on their JPA. The JPA is returned to the member due to inaccuracy. Extra work and resubmission could have been avoided if the JPC pole card was accurate.
- SCE has 2,510 replacement JPAs held up due to a member's purchase of interest JPA not yet final billed. With these, a member is attempting to purchase space into and attach to a pole that may no longer be in the field. (see scenarios below)
    - 1081 have no F48 but extension requests were received

Other sections where attachment is completed *after* final billing:

- Section 3.1. JPA final bills with a member's grade and space on the Proposed side of the JPA without attachment being completed.
    - Form 48 is not sent/received when member attaches.

Requiring a member to attach before closing out the sale of space is not aligned with verbiage of section 4.

Section #	The Rule	Member Process	Advantage of Member Process	Disadvantage of Member Process	Recommendation	Advantage of Recommendation	Disadvantage of Recommendation
4.0 - Purchase or Sale of Interest	Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned.	Used for member construction.		*Not in compliance with the Routine: Purchase and Sale *Delayed billing to close out purchase and sale *Complications with other member JPA approval and billing (bill before/after) *Constructing in space not owned (unauthorized) *Purchase pending for poles that have been removed *Pole Records inaccurate (cannot be updated to reflect joint ownership until JPA finals)	Return to and adhere to the boundaries of what the section says: Purchase and Sale of Interest. Timely submit final JPA to the SCJPC for billing to close out the sale and update the pole record on the website.	*Alignment with the Routine: Purchase and Sale *Timely billing to close out purchase and sale *Lessen the likelihod of denied JPAs for bill before/after *Member attachment will be in owned space within Routine timelines *Visibility of joint ownership to all joint owners on JPC record	*Member may no longer desire the space. **REMEDY: Member to initiate JPA to relinquish; submit for billing witin 90 days.**

Another Advantage of this Recommendation: all joint owners are sharing in maintenance of the pole in which they have ownership and will conduct business. 2/21/2024

Item 1793: Section 4.0 with Form 48

THESE ADDITIONS FROM JANUARY 2024 MEETING ARE NOT TO BE CONSIDERED AT THIS TIME AS WE WORK TOGETHER TO MOVE FORWARD. SCE, 2/21/2024

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0.

Additionally, the following cases shall require purchase:
(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

NOTE 4: Joint Pole Authorization to be submitted to Southern California Joint Pole Committee not less than 45 days and no more than 90 calendar days from the Date Sent of the preliminary or 18.1E cancellation will apply.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

(a) Emergency Replacements – Member replacing pole in an emergency must notify other owner(s) within 24 hours by telephone. This includes the emergency use of MOD/POLES. (See Sections 7.6 and 19.7)
(b) Free Attachment - Member maintaining free attachment must remove its facilities within 48 hours of telephone notification confirmed by Form 48. (See Sections 5.5 and 11.0)
(c) Maintenance Liability - Liability for maintenance extends 60 days from date sent of a Form 2 Preliminary Joint Pole Authorization involving a relinquishment, or from the date facilities were removed from pole. (See Section 19.0)
(d) Relinquishment/Abandonment of Interest – 60 days notice must be given to other owners when termination of ownership is intended. (See Section 5.1)

(e) Removal of pole or transfer of facilities must be completed within 60 days from date of Form 48. (See Section 5.0 & 7.0)
(f) After the final billing has been processed, all liability is assumed by remaining Member(s). (See Section 5.0 & 7.0)
(g) Temporary attachments allow for facilities of another Member to remain on a pole for a period of time, which is less than one year. (See Section 14.6)

Construction Start Date/Cancellation - The time limit for starting joint pole construction shown on a Form 2 Preliminary Joint Pole Authorization shall be 18 months from date issued. At the expiration of this time period, the following procedure should be followed:
If construction has not been started:
• Form 7 shall be sent by any member involved to request extension, which requires mutual agreement in writing, or to cancel.
• If construction has not been started and JPA time limit exceeds 24 months, explanation is required for extension. If no response, the JPA will be cancelled on the initiator's behalf. (Revised March 2016).

Purchase of Interest Cancellation - The time limit for the initiating member to transact an original Southern California Joint Pole Committee authorized typed or electronic final to the Joint Pole Committee for final billing for purchase or sale of interest with intent to construct is not less than 45 and no more than 90 calendar days from the Date Sent of the preliminary Joint Pole Authorization. At the expiration of this time period, the following procedure will be followed if final submission has not taken place:
• Form 7 shall be sent by the initiator of the Joint Pole Authorization to explain the reason for delayed final submission, which requires mutual agreement in writing if an extension is requested, or to cancel. The length of time of the extension must be stated.
• If no communication from initiator and no agreement for an extension, the JPA will be cancelled on the initiator's behalf and space will become available to other members.

added to address timely return of memos to the JPC

18.3 Form 2 Final - Completion

Copies of Form 2 Finals are distributed by the Joint Pole Committee office. Any discrepancies noted by the Committee on Form 2 Final will cause this form to be returned for correction, which must be addressed by issuing member and returned corrected to the Joint Pole Committee office by the next billing cycle. When form 2 Final has been issued, the Committee is authorized to proceed with the preparation of pole record and Bills of Sale. Upon request, the SCJPC will make available a memo to any member who is party to a JPA for 18.1F purposes. - - send this to angela

Item 1793: Section 4.0 with Form 48

BILL BEFORE/AFTER SCENARIOS

This is a small sample of a very large problem.

SECTION 4X SUBMITTED	BILL BEFORE	BILL AFTER	STATUS
U1 submitted to U2 2014	U2 Replacement 2016		U2 JPA on hold for billing since 2016. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2017	U2 Replacement 2018		U2 JPA on hold for billing since 2018. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2018	U2 Replacement 2022	U2(2)	U1 cannot bill until U2(2) 2019 Replacement bills. U2(2) replacement cannot bill until U3 4X final bills. U2 replacement cannot bill until U4 final bills 4X on pole that is no longer in the field.
U1 submitted to U2 2016	U2 Replacement 2021		U2 JPA on hold for billing since 2021. U1 requested extension. The old pole U1 requested to purchase into is no longer in the field.

We talked through the significant delays that bill before/after causes.

- If a member is purchasing at a different grade/space on the same pole, a pending 4X JPA should not hold up another member's purchase.
    - If all members have been added to the header, pole loading submitted, approvals obtained, then either JPA could bill first.

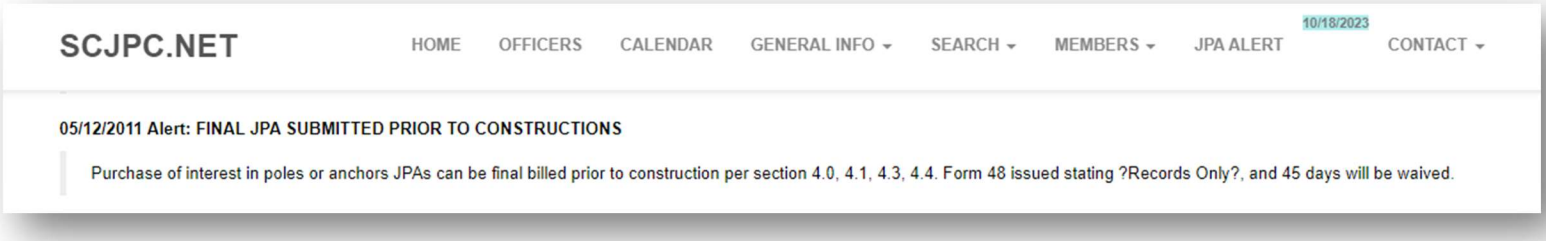
Bill before/after for 4X where construction is involved (erecting a new pole), must be considered. We have an opportunity here to revise the process, to work together to prevent delays.
SCE, 2/21/2024

Item 1793: Section 4.0 with Form 48

Notes shared by SCE 2/21/2024

A few things were said in the January 2024 Routine meetings that we would like to bring clarity to.

- **there is no such thing as a Records Only purchase and sale of interest**
    - Records Only F48 was introduced in 2011 to alleviate members of large, recurring backlogs due to JPAs not being billed.
    - Members were of the understanding that attachment had to be made prior to closing out their purchase of interest JPA. This thinking still lingers today, which continues to perpetuate large backlogs, delays in billing, and denials.
    - Members also were not following that process of closing out a JPA when attached, either not sending a F48, or sending a F48 but not completing final billing.
    - There are many months/years of meeting regarding the topic with members trying to figure out how to bill member's up front for their purchase.



- **if the intent is to construct then it is not just Records Only**
    - According to prior minutes, construction, pertaining to a pole, is a new set or replacement.
- **Records Only is to update if they go out into the field and see that the field conditions do not match the records then they submit a JPA to update those records**
    - According to prior minutes, this was not the intent of Records Only F48.

Of lengthy and recurring discussion in prior minutes was members **attaching to poles and not billing their JPAs to secure ownership**. It was solved for in 2012 with the addition of Records Only to the F48 and a JPA alert in 2011 stating that purchase of interest JPAs can be final billed prior to attachment.

It was stated in the February 2024 Routine meeting, this is no longer 1946, referencing prior minutes and the way things were done. Well, it is no longer 2011 either. We are in a new day and what was thought to work previously concerning section 4 is not working now. Judging by the minutes, in our opinion, *it was not working then either*.

The objective here is to bring the process current and compliant *to ensure that the pole records are correct in the JPC database, and all members are being compensated for purchase and sale equitably and maintenance as a joint owner*.

Item 1793: Section 4.0 with Form 48

SCE read older minutes, back to 1940. Here are some points of interest:

- There is nothing new under the sun. Everything we are going through now and trying to solve for has already been an issue previously. It is important to read the minutes and JPA alerts of previous years because many of our problems have already been resolved.

- **Records Only was added to the F48 in 2011 for sale and purchase of interest**.

- **Construction was a new set and replacement**. It was not *attachment* to an already existing pole. CONSTRUCTION refers to building a structure. ATTACHMENT involves connecting or fastening components to some part of that structure.

- **Purchase of interest under notice of intention, section 3.1, stated that purchase was not required until attachment was needed**. *This expectation ensures the integrity of members that none are just buying space with no intent to conduct business for customers.*

- **Reserved space was recorded as a sale of interest**. *Reading through the 1940 minutes, it seemed sale and purchase was a separate transaction, not part of the JPA process. There was much discussion of creating a separate form for intent, opposed to the construction involved with setting a new pole for joint use and replacement of an existing joint pole.*

- **Space to be occupied by each party shall be determined upon in advance of occupation**. *A member should not be attached to a pole that they do not own interest in. That was considered unauthorized.*

- **Sales were based on a member's future use of the space**, whether for themselves, to rent, or to sell to another member. *Back then, all usable space on the pole was expected to be sold*.

- **Notes on the 1940 Routine spoke to when monies were due for sale and purchase**. "Said amounts shall be due as soon as approved. No attachment whatsoever may be placed on a pole excepting by shareholder in such pole."

Item 1793: Section 4.0 with Form 48

CHARGES

Tenth: The owner or owners of a pole, new or old, which is to be used in combination with more parties, shall be allowed to bill against the said parties, amounts determined by the number of parties using the pole and the valuation of same, and the said amounts shall be due as soon as the parties, by their officials, have agreed to enter the combination, provided the said poles have been put in proper condition as specified in paragraphs above. Space for 1, 2 or 3 cross arms for regular use, or for two cross arms to hold one or two high tension three wire circuits, with or without two telephone wires elsewhere on pole, or one railway span, with or without one cross arm, and two or more telephone wires elsewhere on the pole, shall be considered one share. A space for one or two transformers, lighting fixtures or cable terminal will be considered as included in one share referred to above. No wires or fixtures whatever may be placed on a pole excepting by shareholders in such poles. The valuation of poles, having been determined as per Section 9, charges will be made as a fraction of the said valuation as follows:

When a combination is made, each incoming party shall pay the owners or owner, that fraction of the valuation represented by the shares to be occupied by it, and the pole is then owned by the occupants thereof in proportion to the number of shares occupied by each. The proceeds so derived by the owners of the pole which was owned by more than one party shall be divided between such owners in proportion to the number of shares owned by each.

See attached **Excel Spreadsheet** containing prior Routine minutes snippets pertaining to the committee's efforts refine section 4 to separate sale of space from attachment. SCE 2/21/2024

Item 1793: Section 4.0 with Form 48

Below is the proposed 4X process flow. This would be implemented moving forward. We all must work together to clean up the existing backlog, as it spans across all our companies with bill before/after. SCE 2/21/2024

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits JPA to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 Revisions from Maria Ortiz 2/20/2023

4.0 Purchase or Sale of Interest with Intention to Construct

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Section 4.0 is not to be used for the purpose of reserving space. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0

Additionally, the following cases shall require purchase:

(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space.

Refer to Section 18.1-D & 18.1-E for Form 2 & Construction Time Limits.

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

Item 1795: Billing Out of Order Process

Item 1795 - Billing out of sequence (changes in Red.)

13.1 – A Correction of Record/Cost Recovery

Correction of error in recorded data or any other detail shall be made on Joint Pole Authorization and, where necessary, adjustment for price shall be made in accordance with date of Joint Pole Authorization that has been found to be in error.

(**See Example D2, Section 21**) Recorded interests in conflict with the Routine shall not be corrected, except with the consent of all Members concerned, until pole is replaced, or an incoming Member desires to purchase interest, or one joint owner wishes to relinquish interest.

Cost allocation shall also be authorized, where required, for reinstatement of record or any other detail in which a completed transaction is in error for five (5) years from the bill of sale date unless otherwise negotiated by special agreement. (See Section 1.2) (Revised October 2011).

Section 13.1 Clarification

13.1 – B Billing Out of Sequence Correction of Record/Cost Recovery

(See purchase interest example DX, Section 21, and pole replacement example DX, Section 21)

When a Joint Pole Authorization final bills out of sequence, cost allocation shall apply at the time when the next transaction final bills. Initiating Member is not required to issue a Joint Pole Authorization R01 revision. The Initiating Member will issue a Billed Out of Sequence Form 7 and include the updated Billed Out of Sequence JPA to all Members. The updated Joint Pole Authorization must be notated with the following:

- Location and Nature of Work must note: "JPA number XXXXXXX billed out of sequence **Special Billing **". Section 13.1B should be added to the records that billed out of sequence.
- In Header, the Member out of sequence will show Sec. 13.1B in approved field and "**Special Billing**" in accounting data field.

Item 1795: Billing Out of Order Process

- Multiple pole JPAs are to note “**Special billing**” only on the poles that apply.
- The active SCJPC pole record will be the Form 2 paperwork’s record side data.

The SCJPC office will follow the BOS special Billing Process to true up the dollars between all owners for pole records billed out of sequence.

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

Form 7 / Form 2 – 18.1D Automatic Approval Timeline Issues

18.1D – Time Limits Involving Form 2 Preliminary Joint Pole Authorizations.

Automatic Approval - The Form 2 Preliminary Joint Pole Authorization will be considered approved when 45 days have elapsed from date sent of Form 2 Preliminary Joint Pole Authorization to other Member(s), and there is no written protest or request for review.

A Form 7 can not be used to shorten the the time limits of automatic approval. The time limits described by section 18.4 can not reduce the timeline prescribed by 18.1D.

OPTION 1 FIX:

18.1C Changes After Approval

B) A revised Form 2 shall be used for the following:
- Add owner(s)
- Add pole(s)
- Change from wood to engineered steel pole type (refer to Section 15.7)
- Change in scope of work (i.e. changes causing receiving member to reengineer and/or refield.)

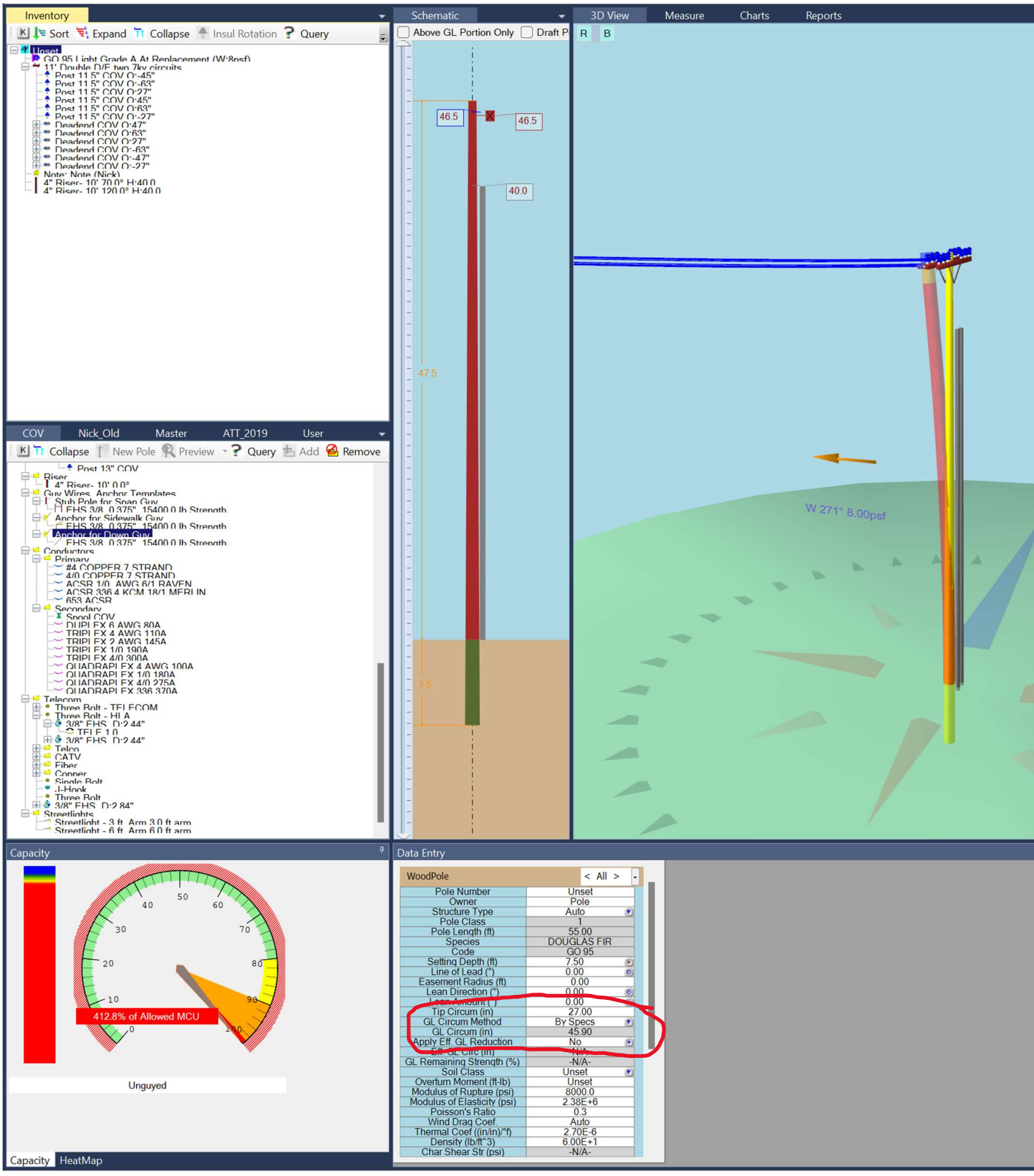
- **Make corrections to Pole loading that require receiving member to reengineer or refield.**

EXPLAINATION OF REQUESTED CHANGE:

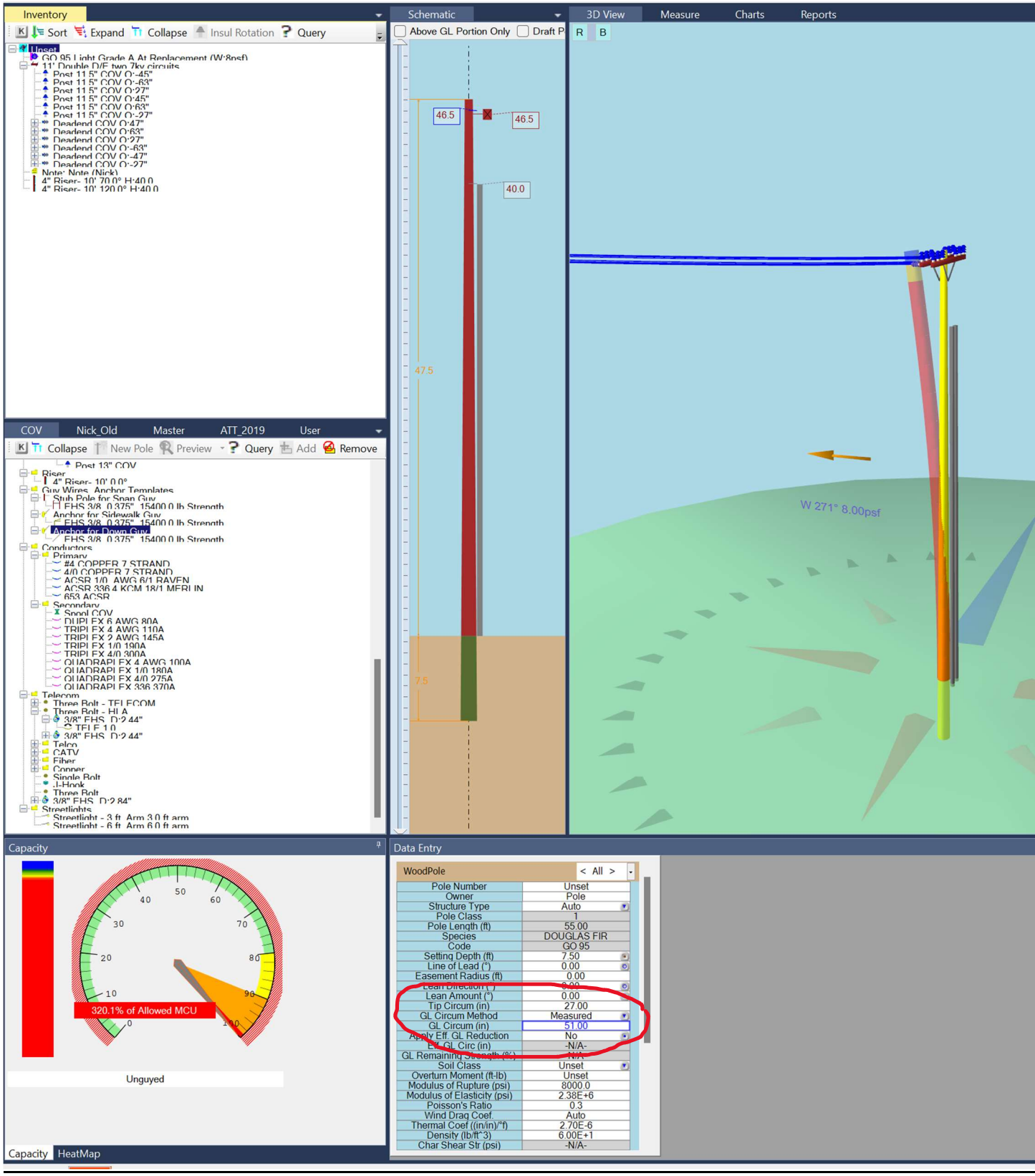
When pole loading is used as a means of denial it usually means there was something missed or an issue with the methodology. From my experience some of the more common issues are:

1) **Incorrect ground line circumferences (would require refielding) – Ocalc provides a minimum for the ANSI value at the setting depth. When I see exact numbers, I know a ground line is modified from the standard ANSI values. See below how modifying the ground line can drastically change the safety factor.**
2) **Incorrect modeling of span guys (would not require refielding)- A span guy carries a portion of the net resultant load from pole1 to pole2. The modeling of pole2 should include the resultant load in the model. Ocalc requires that the value be manually put in or use line design and link the objects. If the automatic mode is set, then the span guy will try to balance the loads of pole2 in the direction of pole1, when the known use of the guy is to back up the loads from pole1.**
3) **Modifying tension values in the conductor properties without using tools or methods of coming up with those values.**
4) **Verifying clearances when using section 4.3 (would require refielding) – when purchasing space withing 6ft of power and indicating the installation of a guard arm or arm, the proposed height of new attachment and height of power need to be verified. This change to the preliminary form 2 can also fall under the "change in scope of work (i.e. changes causing receiving member to reengineer and/or refiled).**

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

2023

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June					1 Utility 1 sends Prelim Form 2 + Pole Loading to Utility 2 & Utility 3	2	3
	4	5 Utility 2 Denies Based on Pole Loading	6	7 Utility 1 Re-sends updated Pole Loading with Form 7.	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22 15 Days from Utility 1 re-sends Pole Loading with Form. 7. Utility 2 does not respond to Form 7.	23	24
July	25	26	27	28	29	30	1
	2	3	4	5	6 Utility 2 responds to Form 7 noting the issue is still unresolved and is still denied.	7	8
	9	10	11	12	13	14	15
	16 45 Days from Preliminary Form 2 Date Sent	17 Utility 1 uses 18.D for Automatic Approval for Utility 2 even though they Denied Preliminary Form 2.	18 Utility 1 starts construction without response to Utility 2's Form 7.	19	20	21	22
	23	24	25	26	27	28	29
Aug	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
Sept	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

Item 1793 Section 4

Updates for Routine

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Joint Pole Authorization shall be billed and finalized within 90 calendar days from the Date Sent of the preliminary.

18.7 Form 48 - Notice of Work Completed

Where no construction was performed (records only, i.e. section 4 Purchase and Sale of Interest) ~~5.1C) a form 48 does not need to be issued.~~ the JPA shall bill 45 days from the JPA date sent. If Form 48 is not required, i.e., 4.1, 5.1C, write "Form 48 Not Required" or "F48 N/R" on the Final. For all other changes a Form 7 should be utilized and sent with a Form 48. If Form 48 is not issued within 30 days, 18.1F may apply.

18.1-A Preparation of Form 2 Preliminary Joint Pole Authorization

(v) Records Only Form 48 with Purchase of Interest Authorization.

18.1-D Time Limits Involving Form 2 Preliminary Joint Pole Authorization

- The return of Form 2 Preliminary Joint Pole Authorization for Purchase of Interest should be sent to all members involved.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

Purchase of Interest Cancellation

The time limit for finalizing an Authorization shall be 90 days from date issued. At the expiration of this period, the following procedure should be followed:

- JPA is automatically canceled if no communication is received from initiator requesting extension.
- Initiator may request an extension when a memo is pending, or awaiting valid pole numbers, or other pertinent data required for final billing. Extension request must include a reasonable timeframe and requires mutual agreement in writing, or cancellation stands.
- Extension of Purchase of Interest billing does not prevent another member from finalizing their own JPA that may have been waiting for said JPA to bill (bill before/after is void).
- When time to final bill is excessive, a Form 7 may be sent by any member involved canceling the JPA.

What about ANT purchase, 3.15, takes a bit longer than 90 days. Why does it take longer to review the ANT portion? If separate groups, should be separate process? Power application and JPA application.

18.2 Form 2 Final - Initiation

The Member initiating transaction shall transmit one copy of this form, which shall be an original Southern California Joint Pole Committee authorized typed or electronic document, to Joint Pole Committee, specifying work as completed under approved Form 2 Preliminary Joint Pole Authorization not less than 45 and no more than 90

calendar days after sending the completed Form 48.
After 90 days 18.1F may apply. Exception section
7.6 and Purchase of Interest can be final billed less than 45 days.

Clean Up

Includes all JPAs submitted 6/20/2024 and prior. Members are to continue working together to bill or cancel all aged Purchase of Interest JPAs.

- The need for Form 48 is waived during this cleanup period.
    - If approval for purchase has been received, submit JPA for final billing.
- To the best of each member's ability, a quality final should be submitted to the JPC for billing.
- Memos are to be addressed promptly.
- Special billing will be utilized for JPAs that bill out of sequence.

Here are some problems we have run into during cleanup and the steps taken to resolve:

- F48 received for previous 18.1E.
    - Let the member bill it. The goal of cleanup is to final bill.
- F48 for previous denied pole loading.
    - Let the member bill it 4.1. It is the member's responsibility to comply with pole loading requirements. We are holding the member responsible for having made needed corrections on the documentation and field conditions, if applicable.
- F48 where SCE denied for pending replacement.
    - Let the member bill it 4.1. If pole is found overloaded during next inspection, it will be replaced, may be at that member's expense, if they overloaded it.
- F48 for JPA not previously received.
    - Let the member bill it 4.1.
        - SCE needs a copy of the JPA with 45 days to review and provide any corrected information to the member. Change to 4.1.
- SCE is not awaiting members to bill their JPAs prior to our replacements. Member will be added to the E JPA, 7.7. The reason for this is SCE has already been waiting months and years for a member to bill before. Members have a high return rate (memo) and lengthy bill before/after lists of their own tied to said pole(s).
- Memo rate may go up during cleanup.
    - This is to be expected, so we should all be prepared to deal with it. Utilize SPECIAL BILLING, matching the ACTIVE record for purchase of interest JPAs, and matching the DEAD record for replacements, where applicable.

Active JPAs submitted to SCE

Based on 18 months from Date Sent	
Year Timed Out (18 months)	Count of Notification
2011	133
2012	27
2013	43
2014	86
2015	75
2016	154
2017	217
2018	655
2019	1483
2020	2087
2021	1853
2022	932
2023	801
2024	1447
2025	1109
Grand Total	11102

5/14/2024 Notes Shared during May Routine Meeting

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine for section 4. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach according to their project plans, abiding by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners.

- **SCE moves for an immediate commencement of a Records Only F48 with all 4X purchase of interest JPAs.**
    - SCE wanted this to begin in January 2024, to start the year fresh, but the delay has been the ongoing conversations during the January, February, and March meetings up until now.
        - To date for 2024, SCE has received 4267 4X poles (520 JPA) that continue to create the traffic jam of bill before/after, with 158 bill before/after tasks associated with these new JPAs.
    - As a base owner, SCE does not require a member to attach before owning space. However, SCE does require a member to be a joint owner in a pole before making attachment. No wires or fixtures whatever may be placed on a pole without joint ownership in the pole.
    - The timely final bill of a member's purchase/sale JPA will deliver said monies to base owners and/or other joint owners on record and will establish said member as a joint owner in that pole. Upon final bill, the SCJPC pole record will reflect a member as a joint owner in said pole, at which time, member may begin attachment as a joint owner in said pole.
- **Section 10.9 and 3X setting of ANC and ARM will not hold up 4X.**
    - With the current ROW, **rearrangement** of facilities is allowed without any update to the joint pole record. Grade is not as important as it used to be.
        - During any litigation, the question is asked, who are the joint owners on record and were/are they attached. Specific HOA does not play a vital role in those types of conversations. While we do strive to have an accurate record, in today's age, it is not likely.
        - Though a 13.3 could be created to correct the grade/space, it is not a requirement, as the grade/space would be documented on the next 4X or replacement JPA.
    - As far as ANC along with purchase, if you are proposing the setting of a shared ANC and you get that approval, bill it. If at the end of your project it is decided an ANC is not set, that is an issue to be worked out through the joint owners of that ANC, which reasonably could require a 13.3 JPA to clear the record of the shared ANC.
- **Liability**
    - In the case of equipment on a pole causing damage to property or communities due to overload or natural disaster, all joint owners in a structure may be included in the conversations to assess attachments and sequence of events. Having a pending JPA opposed to being on record does not preclude a member when/if this occurs.

- As a joint owner, you will be required to participate in maintenance and inspection programs, whether you have attached or not. The recurrence of these programs is minimal and would normally not recur multiple times prior to your attachment if your attachment is within a reasonable timeframe. While SCE cannot dictate how a member runs their business, perhaps consider purchasing interest closer to the timeframe of attachment, if this is not ideal for your company.
- Member taking part in replacement though not attached. This is part of doing business. Consider how often this happens, and also consider the member will be attaching to a new, sound structure.

- **CleanUp**
  - Thank you, everyone, for your clean up efforts. Well noted. We appreciate the collaboration.
  - SCE is not granting any extensions for attachments being made. Since 4X is purchase and sale, extensions are not needed.
  - Billing out of sequence.
    - It was said "I should be able to bill my JPA before another member and not have to wait on another member…" We have the Bill out of Sequence process that has been reintroduced from 2012. Please use it.
    - It is not reasonable for SCE to hold up billing on a replacement JPA waiting for a member to purchase interest into an old pole *that is no longer in the field*.
      - SCE will continue to move poles from foreign JPAs where it makes sense to do so. You should begin to see more F7s for this and R01s, as applicable. You may continue to connect with us regarding this as well. If you have multiples, a spreadsheet with the request is acceptable. Have that conversation with your SCE regulatory representative.
- **Moving Forward**
  - Records Only Form 48 is required with a Purchase of Interest JPA. JPAs received without the Form 48 subject return to the initiator denied.
  - *Not needed to begin the revised process*, but some considerations in the Routine Handbook so this never happens again.
    - **Section 4**: All Purchase of interest (section 4) shall be billed and finalized within 90 days of the date approved or by 18.1-D.
    - **Section 18.2 Form 2 Final – Initiation**: We believe is clear: final bill no more than 90 days from F48.
    - **Section 18.7 Form 48**: Records Only clarification
    - **Section 18.1E**: Cancellation
    - **Section 7**.8: look into purchase into within 1 year.
- **Other Concerns**
  - How integrated into the Routine, sec 7.8. N/A during cleanup – these are aged JPAs.

Process Flow

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated ~~3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*~~
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1795 - Billing out of sequence (changes in Red.)

Section 13

13.1 Correction of Record/Cost Recovery

Correction of error in recorded data or any other detail shall be made on Joint Pole Authorization and, where necessary, adjustment for price shall be made in accordance with date of Joint Pole Authorization that has been found to be in error.

(**See Example D2, Section 21**) Recorded interests in conflict with the Routine shall not be corrected, except with the consent of all Members concerned, until pole is replaced, or an incoming Member desires to purchase interest, or one joint owner wishes to relinquish interest.

Cost allocation shall also be authorized, where required, for reinstatement of record or any other detail in which a completed transaction is in error for five (5) years from the bill of sale date unless otherwise negotiated by special agreement. (See Section 1.2) (Revised October 2011).

Correction of Record/Cost Recovery for Section 18.1G Billing Out of Sequence does not have a time limit consideration. The SCJPC office will follow a special Billing Out of Sequence (BOS) process to reconcile the dollars between all owners for pole records billed out of sequence.

(See Section 18.1G for additional Information. See Purchase Interest BOS example DX, Section 21, and Pole Replacement BOS example DX, Section 21)

Section 18

18.1G Billing Out of Sequence

If the issuing utility finds the SCJPC record reflects changes from another utilities JPA that billed out of sequence (BOS), the following process is used to reconcile the pole record and billing.

(A) Issuing Member:

1. Use a different color for changes to

Preliminary Form 2.

2. Do not add REV to Preliminary Form 2, use original JPA name.
3. Add BOS Member to Preliminary Form 2 Header and populate:
   Approval field – add “18.1G”.
   Accounting field - add “Special Billing”.
4. Add Section 18.1G to the existing section codes listed in the Location and Nature of Work.
5. Decide if the Active or Dead SCJPC pole record best applies for the Record side of the JPA.
6. Call out in the Location and Nature of Work, the BOS JPA number and note, “Special Billing Dead Or Active Record.” (If multiple poles, make this call out only on the poles where it applies.)
7. Fill in a Form 7 and check BOS. Add, “see changes in a different color.”
8. Process BOS Form 7 and updated Preliminary Form 2 to all Members on Header, including BOS Member.

(B) **Receiving Member:**

1. No additional actions required.

(See Section 13.1 for additional Information.
See Purchase Interest BOS example DX, Section 21,
and Pole Replacement BOS example DX, Section 21)

Utility Representative/Signature Phone No.

To: _____ _____ _____

To: _____ _____ _____

To: _____ _____ _____

From: _____ _____ _____

J/P MEMORANDUM FORM 7

Used for additions, deletions or changes to Authorizations (See Section 18.1C)

Date: _____

JPA No: _____

Job No: _____

Dist./Exc.: _____

Carbon Copies To: _____

☐ BILLED OUT OF SEQUENCE (Must include updated JPA Preliminary when sent.)

☐ SEE JPA PRELIMINARY ATTACHED

☐ ADD ☐ CORRECT TO READ ☐ CHANGE LOCATION TO READ

☐ DELETE ☐ CANCEL JPA ☐ REMOVE TEMPORARY ATTACHMENT FROM RECORD

Remarks: _____

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record					Proposed					Item No.	LOCATION AND NATURE OF WORK If not in accordance with Joint Pole agreement and routine - state reason(s).
															1
															2
															3
															4
															5
															6
															7
															8

POLE LEGEND:
P = PULL
PB = PULL BUTT
T = TRANSPORT
S = SALVAGE
D = DISPOSE
TN = TENANT

L = LOWER TOP
C (XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed In the Column of Party to be paid

GEOGRAPHICAL LOCATION

_____
COMMUNITY

Anali Spencer

From: Angela Pranata
Sent: Monday, June 17, 2024 4:13 PM
To: Anali Spencer; Kay Black; Aarize Dizon (Aarize.Dizon@crowncastle.com); Jeremy.Effinger.contractor@crowncastle.com; Costa, Jackie (jacqueline.costa@crowncastle.com); Carla M Stephen; kevin.flores@sce.com; April DeBarge; sam.picazo@sce.com; Shelby Nicole Mulvehill; marisol.bailey@sce.com; Michael.Pearson@sce.com; John Bacon (john.bacon@ladwp.com); lex.treepaisan@ftr.com; JHarmon@motiveis.com; Yesenia Delgado (Yesenia.Delgado@charter.com); ASmith@motiveis.com; Todd Dailey (TD3494 @ATT.com); Veronica C Romero (vr2931@att.com); rs2517@att.com; bc7572@att.com; Shawn Henderson; Nicholas Van Stryk (nick@petrellielectric.com); hseropian@extenetsystems.com; tamara.zaki@boldyn.com; Ben Coffey (bcoffey@banningca.gov); D_Campo@ci.lompoc.ca.us; Irvin Orzuna (iorzuna@glendaleca.gov); mtruong@burbankca.gov; Linda McLean (lmclean@extenetsystems.com); matthew.j.miller@verizon.com; Wilson.Salvador@ladwp.com
Cc: Kathleen Allen; Maria Ortiz
Subject: Special Billing question from April DeBarge, SCE

Good afternoon to Routine Revision attendees,

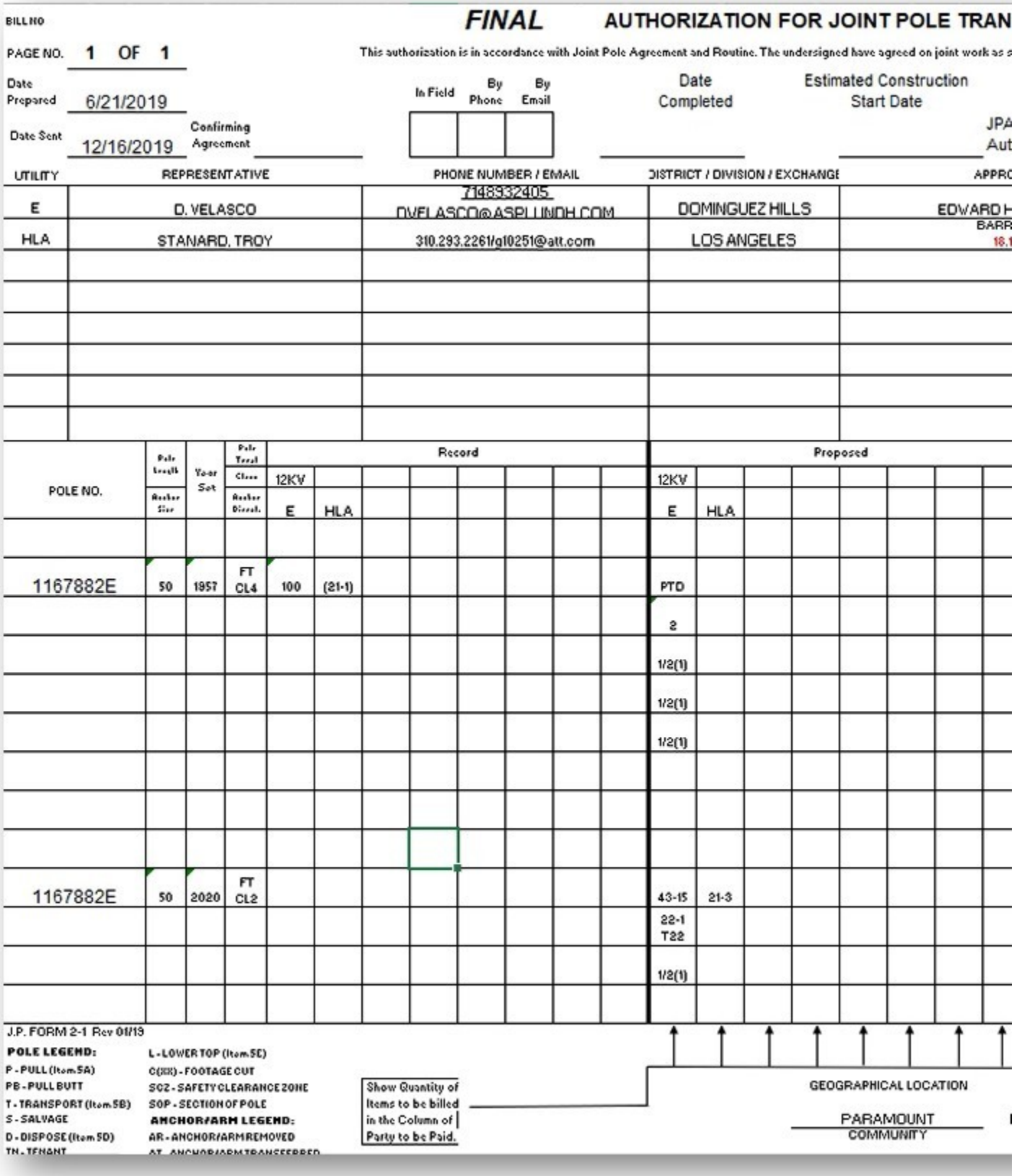
Please review the message below from April DeBarge, SCE.

Thank you,
Angela Pranata
Manager of Operations
So. Ca. Joint Pole Committee
909-599-3801 x8
Cell: 909-451-3024
angela@scjpc.net

From: April DeBarge <April.Debarge@sce.com>
Sent: Thursday, June 13, 2024 10:56 AM
To: Angela Pranata <angela@scjpc.net>; 'BLACK, KAY R' <kb6314@att.com>; Kathleen Allen <kathleen@scjpc.net>
Cc: Carla M Stephen <Carla.M.Stephen@sce.com>; Rick Romo <Rick.Romo@sce.com>; Shelby Nicole Mulvehill <Shelby.N.Mulvehill@sce.com>
Subject: SPECIAL BILLING - DEAD RECORD OLD POLE UA (NO RECORD)

Good morning, everyone. Happy Thursday.

We came across another scenario today for special billing. Cannot be SPECIAL BILLING DEAD RECORD because the pole was E-ALL. Would it just be SPECIAL BILLING so the member can take part in the PTD and transfers?



BILL NO

FINAL **AUTHORIZATION FOR JOINT POLE TRAN**

PAGE NO. 1 OF 1

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as s

Date Prepared 6/21/2019

Date Sent 12/16/2019 Confirming Agreement

In Field | By Phone | By Email

Date Completed

Estimated Construction Start Date

JPA Aut

UTILITY	REPRESENTATIVE	PHONE NUMBER / EMAIL	DISTRICT / DIVISION / EXCHANGE	APPRO
E	D. VELASCO	7148932405 DVELASCO@ASPLUNDH.COM	DOMINGUEZ HILLS	EDWARD H
HLA	STANARD, TROY	310.293.2261/gl0251@att.com	LOS ANGELES	BARR 18.1

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Class / Anchor Diesel	Record 12KV E	Record 12KV HLA	Proposed 12KV E	Proposed 12KV HLA
1167882E	50	1957	FT CL4	100	(21-1)	PTD	
						2	
						1/2(1)	
						1/2(1)	
						1/2(1)	
1167882E	50	2020	FT CL2			43-15	21-3
						22-1 T22	
						1/2(1)	

J.P. FORM 2-1 Rev 01/19

POLE LEGEND:
P - PULL (Item 5A)
PB - PULL BUTT
T - TRANSPORT (Item 5B)
S - SALVAGE
D - DISPOSE (Item 5D)
TN - TENANT
L - LOWER TOP (Item 5E)
C(ER) - FOOTAGE CUT
SCZ - SAFETY CLEARANCE ZONE
SOP - SECTION OF POLE

ANCHOR/ARM LEGEND:
AR - ANCHOR/ARM REMOVED
AT - ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

PARAMOUNT
COMMUNITY

april
Be Safe Always...

Southern California Joint Pole Committee

279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

July 17, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 10:24 a.m. at the Committee office. Those in attendance were:**

Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Ms. Silvana Ray	Southern California Edison
Ms. April DeBarge	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Ms. Carla Stephen	Southern California Edison
Ms. Shelby Mulvehill	Southern California Edison
Mr. Rick Romo	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Chelsea Martin	Southern California Edison
Ms. Silvia Villasenor	Southern California Edison
Ms. Megan LaMon	Crown Castle NG West Inc.
Mr. Jeremy Harmon	Verizon Wireless
Mr. Matthew Miller	MCI Metro ATS/MCI Telecommunications XO Communications
Mr. Michael Troung	City of Burbank
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Linda McLean	Extenet Systems
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Those attending via teleconference were:

Ms. Kay Black	AT&T California
Mr. Todd Dailey	AT&T California
Mr. Barry Consulter	AT&T California
Ms. Veronica Romero	AT&T California
Mr. Robert Stanard	AT&T California
Mr. Alex Parra	City of Riverside
Mr. John Vu	City of Anaheim
Ms. Yesenia Delgado	Time-Warner Cable
Ms. Dianell Caamano	AT&T Mobility

Mr. Ben Coffey	City of Banning
Mr. David Campo	City of Lompoc
Ms. Alicia Smith	Sprint Nextel/Sprint Communications
Ms. Shawn Henderson	T-Mobile USA
Ms. Tamara Zaki	Boldyn Networks US LLC
Ms. Aarize Dizon	Crown Castle NG West Inc.
Ms. Patti Ringo	Sonic Telecom, LLC

Ms. Ortiz could not attend the meeting; however, Ms. Black volunteered to chair the meeting. Ms. Black called the meeting to order at 10:24 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Black opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from any members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Black opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Black asked if any members had anything to bring up at this time.

There were no comments or concerns from any members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) – Ms. Black inquired if members needed any examples to be reviewed or suggestions for new examples that are needed.

There were no comments or concerns from the members.

Agenda Item 4 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Black opened to the members Section 4.0 with Form 48 and opened it to Ms. DeBarge. Ms. DeBarge stated that SCE would like to table this at this time as they discuss it internally. Ms. Black stated they could unless any members had anything to share. Ms. Black stated that AT&T California had something to share. She stated they just got a new JPA approved from SCE with the directions to final bill, for example by September 15, 2024, and SCE wrote AT&T California's Form 48 for them which hopefully AT&T California will not be held accountable for that particular Form 48. She stated that on AT&T California's redline Form 2, SCE had for each pole an SCE JPA that was to bill first, then the next pole for example an NG JPA to bill first, then on the next pole an ATS JPA to bill first. Ms. Black stated there were about four bill first JPAs but SCE's Form 7 is stating that AT&T California needs to bill by September 15th, which will not work with all the backlog and the four bill first JPAs. Ms. Black asked Ms. DeBarge how that would work. Ms. DeBarge stated that she could take a look at the JPA, but the thought with Section 4.0 is it does not require attachments which could be what was driving the request for AT&T California to bill the JPA. Ms. Black stated she will forward the JPA to Ms.

DeBarge because it is a Section 4.0 JPA. She stated that AT&T California tries to bill everything in sequence. Ms. LaMon stated that Crown Castle has also received similar examples and if the process has not been solidified yet in the meetings, she wants to know why they are continuing to get documents like that. Ms. LaMon stated that it is SCE's interpretation of Section 4.0, but the entire membership has not come to agreement with that. Ms. DeBarge asked if Ms. LaMon could forward her examples as well and Ms. LaMon agreed she could. Mr. Van Stryk stated he had a question for Ms. Black in regard to this. He asked if AT&T California received copies of the other JPAs that needed to be finalize when they received the JPA with Form 7. Ms. Black stated that when SCE sent back the Form 7 with the approval of the purchase of interest JPA their SCE JPA was included, but not the ATS or NG JPAs. AT&T California has emailed requests to those companies for copies. Ms. Black stated that if they could get copies of the paperwork when approved or denied, it would be great, but understands it is not the other members responsibility to get all that other paperwork to them. Mr. Van Stryk stated that they may possibly be able to final for all those other companies at the same time and then bill them for it. Ms. Black asked if he meant to do an 18.1F. Ms. Mulvehill stated that it depends on the timeframe if the timeline for an 18.1F has not exceeded they cannot final bill for them. Ms. DeBarge stated that they normally would not do that, and it is usually when some years have passed. Ms. Black stated she will send the example over to Ms. DeBarge and maybe they could bring that forward at next month's meeting and discuss the different scenarios and see how members could make it all work if Ms. DeBarge agrees.

Agenda Item 5 – Item 1795: Billing Out of Order Process (K. Black – AT&T California 4/25/2024) – Ms. Black opened Billing out of Sequence. She stated that she was supposed to forward information to Ms. Pranata for the members but had left it in her draft email. She stated that what is in the packet is the old redlines, but this will be tabled, and she will get the current redlines out to be able to discuss it next month. She asked if any other members had any discussion about this. The members had no comments or concerns.

Agenda Item 6 – Item 1796: 7.7 Replacement if Pole Which is Used Jointly Without Authority (Wood and Non-Wood Pole) (A. DeBarge 3/20/2024)

- **New Item 1796 created 5/15/2024.**
- **Action Item from the last meeting:**
- **Title change to include wood/non wood – in the consent calendar of Admin Board agenda**

Ms. Pranata stated this item was voted on and passed by the Administrative Board and could be closed.

There were no questions or comments.

Agenda Item 7 – Item 1797: Reasons for Denials (M. LaMon – Crown Castle 6/20/2024) – Ms. Black opened the floor to Crown Castle. Ms. LaMon stated that she came up with a few examples but had not sent out any documentation yet. She stated she wanted to open the discussion to see if the Members had anything else to add. She stated that some of the reasons that they have been sent a denial and a request for new date sent would be including another JPA to bill first when it has already been acknowledged on the JPA that the other utility is there on the JPA and they just have the request for bill first notation. She stated that she does not think that should require a new date sent. Ms. LaMon stated they are getting the same thing for updating grade and space, stating per red lines from the joint owner they get a denial or a partial approved with comments and a request that they resend the JPA with a new date sent with the revisions. Ms. LaMon stated that in the past Crown Castle has always submitted a Form 7 with those revisions and there was no need for a new date sent and to restart the 45 days. Ms. LaMon stated that those were her examples and asked if any other members had anything else to add for reasons not to request a new date sent. Ms. DeBarge asked for the first example, if Ms. LaMon was planning to work on striking that out in the Routine Handbook and could probably be removed from Section 18. Ms. DeBarge stated that it was added a few years back that they had to have the bill before/bill after on there, and if that is something that can be removed. Ms. LaMon stated Crown Castle is not saying that it is to be omitted from the JPA, but that they should not need to resubmit the JPA with a new date sent. Ms. DeBarge asked Ms. Pranata to display Section 18.1 for the members to view. Mr. Harmon stated that it seems what they are trying to get is what criteria would be a legitimate reason for requiring a new date sent versus requiring just a revision. He stated to see where the threshold is for starting the new time frames as opposed to just making an edit on the information already provided. Ms. DeBarge stated that it would be under Section 18.1 "(r) Additional notes such as pending JPA numbers or corrections per field conditions" which would need to be edited or removed for the requirements of a JPA package. Ms. DeBarge stated that it could be edited so that moving forward this is not a roadblock. Ms. Smith asked if the additional note regarding the pending JPA has something to do with the fact that someone has been left off the JPA, then it would be required. Mr. Van Stryk stated that there should be a way to write it so that they can still include everyone but also if forgetting to write XYZ to Final first. Mr. Harmon suggested putting a condition that says if data is not there then they must resend with a new date sent. Listing the criteria that must be there and then everything else is no big deal and they can put a revision unless it's an Authorized Cost and a clear error that obviously needs to be updated. Ms. LaMon stated some things are for sure requiring a new date sent like billing errors and wind loading which take time to review. Ms. Bacon stated that this would be something requiring edits to the Routine Handbook. Ms. Black stated that normally the member who brought up the topic is asked if they would like to do the edit. Ms. Black asked Ms. LaMon if she could

do the edits. Ms. LaMon stated she could work on them and bring them to discuss at the next meeting. Ms. DeBarge stated that the other piece of it was under Section 18.1-A number one and two.

Agenda Item 8 – Miscellaneous Issues –

- **Time limit & 18.1D clarification for Form 2 and Form 7** (N. Van Stryk – City of Vernon 5/23/2023) Ms. Van Stryk stated this item is on hold until Item 1793 is completed. Mr. Van Stryk asked for a month to figure out if this was still needed or what is left to talk about.
- **GO 95 Rule 94 Clearances on Strand Mount Antennas** (K. Black – AT&T California, moved from Routine Revision - 3/15/2023, moved from Compliance – 6/20/2024) Ms. Black stated that she either needs to close this out due to not having capacity to be able to work on this now or if any other member had edits, they would like to proceed with it and take it over. Mr. Treepaisan stated that he could help out with this and if needed he could incorporate Mr. Harmon and Mr. Van Styrk to help him out as well. Mr. Treepaisan stated that a lot of this hinges on what they are going to discuss at the Rules Committee and what the Strand Mount Antenna really is as well as what a Class C circuit supporting it really is. Ms. Black stated that they are more technically capable and would be a better fit for this.
- Ms. Black asked if there were any other miscellaneous items. There were no further comments or concerns from the members.

Agenda Item 9 – <u>Review of Action items</u>/JPA Alerts –

- Ms. Black to forward the updated Billing out of Sequence edits to Ms. Pranata to forward to the members for the next Routine Revision meeting
- Item 1796 has been closed and can be removed.
- Ms. LaMon is going to submit edits for Item 1797: Reasons for Denials.
- The owner of GO 95 Rule 94 Clearances on Strand Mount Antennas item will be updated to Mr. Treepaisan and Mr. Harmon for future agendas.

The Meeting adjourned at 10:47 a.m. until August 21, 2024.

<u>Transcribed by Anali Spencer – Committee Staff</u>

Item 1793: Section 4.0 with Form 48

Item 1793 Section 4

Updates for Routine

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Joint Pole Authorization shall be billed and finalized within 90 calendar days from the Date Sent of the preliminary.

18.7 Form 48 - Notice of Work Completed

Where no construction was performed (records only, i.e. section 4 Purchase and Sale of Interest) ~~5.1C) a form 48 does not need to be issued.~~ the JPA shall bill 45 days from the JPA date sent. If Form 48 is not required, i.e., 4.1, 5.1C, write "Form 48 Not Required" or "F48 N/R" on the Final. For all other changes a Form 7 should be utilized and sent with a Form 48. If Form 48 is not issued within 30 days, 18.1F may apply.

18.1-A Preparation of Form 2 Preliminary Joint Pole Authorization

(v) Records Only Form 48 with Purchase of Interest Authorization.

18.1-D Time Limits Involving Form 2 Preliminary Joint Pole Authorization

- The return of Form 2 Preliminary Joint Pole Authorization for Purchase of Interest should be sent to all members involved.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

Purchase of Interest Cancellation

The time limit for finalizing an Authorization shall be 90 days from date issued. At the expiration of this period, the following procedure should be followed:

- JPA is automatically canceled if no communication is received from initiator requesting extension.
- Initiator may request an extension when a memo is pending, or awaiting valid pole numbers, or other pertinent data required for final billing. Extension request must include a reasonable timeframe and requires mutual agreement in writing, or cancellation stands.
- Extension of Purchase of Interest billing does not prevent another member from finalizing their own JPA that may have been waiting for said JPA to bill (bill before/after is void).
- When time to final bill is excessive, a Form 7 may be sent by any member involved canceling the JPA.

What about ANT purchase, 3.15, takes a bit longer than 90 days. Why does it take longer to review the ANT portion? If separate groups, should be separate process? Power application and JPA application.

18.2 Form 2 Final - Initiation

The Member initiating transaction shall transmit one copy of this form, which shall be an original Southern California Joint Pole Committee authorized typed or electronic document, to Joint Pole Committee, specifying work as completed under approved Form 2 Preliminary Joint Pole Authorization not less than 45 and no more than 90

calendar days after sending the completed Form 48.
After 90 days 18.1F may apply. Exception section
7.6 and Purchase of Interest can be final billed less than 45 days.

Clean Up

Includes all JPAs submitted 6/20/2024 and prior. Members are to continue working together to bill or cancel all aged Purchase of Interest JPAs.

- The need for Form 48 is waived during this cleanup period.
    - If approval for purchase has been received, submit JPA for final billing.
- To the best of each member's ability, a quality final should be submitted to the JPC for billing.
- Memos are to be addressed promptly.
- Special billing will be utilized for JPAs that bill out of sequence.

Here are some problems we have run into during cleanup and the steps taken to resolve:

- F48 received for previous 18.1E.
    - Let the member bill it. The goal of cleanup is to final bill.
- F48 for previous denied pole loading.
    - Let the member bill it 4.1. It is the member's responsibility to comply with pole loading requirements. We are holding the member responsible for having made needed corrections on the documentation and field conditions, if applicable.
- F48 where SCE denied for pending replacement.
    - Let the member bill it 4.1. If pole is found overloaded during next inspection, it will be replaced, may be at that member's expense, if they overloaded it.
- F48 for JPA not previously received.
    - Let the member bill it 4.1.
        - SCE needs a copy of the JPA with 45 days to review and provide any corrected information to the member. Change to 4.1.
- SCE is not awaiting members to bill their JPAs prior to our replacements. Member will be added to the E JPA, 7.7. The reason for this is SCE has already been waiting months and years for a member to bill before. Members have a high return rate (memo) and lengthy bill before/after lists of their own tied to said pole(s).
- Memo rate may go up during cleanup.
    - This is to be expected, so we should all be prepared to deal with it. Utilize SPECIAL BILLING, matching the ACTIVE record for purchase of interest JPAs, and matching the DEAD record for replacements, where applicable.

Item 1793: Section 4.0 with Form 48

Active JPAs submitted to SCE

Based on 18 months from Date Sent	
Year Timed Out (18 months)	Count of Notification
2011	133
2012	27
2013	43
2014	86
2015	75
2016	154
2017	217
2018	655
2019	1483
2020	2087
2021	1853
2022	932
2023	801
2024	1447
2025	1109
Grand Total	11102

Item 1793: Section 4.0 with Form 48

5/14/2024 Notes Shared during May Routine Meeting

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine for section 4. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach according to their project plans, abiding by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners.

- **SCE moves for an immediate commencement of a Records Only F48 with all 4X purchase of interest JPAs.**
    - SCE wanted this to begin in January 2024, to start the year fresh, but the delay has been the ongoing conversations during the January, February, and March meetings up until now.
        - To date for 2024, SCE has received 4267 4X poles (520 JPA) that continue to create the traffic jam of bill before/after, with 158 bill before/after tasks associated with these new JPAs.
    - As a base owner, SCE does not require a member to attach before owning space. However, SCE does require a member to be a joint owner in a pole before making attachment. No wires or fixtures whatever may be placed on a pole without joint ownership in the pole.
    - The timely final bill of a member's purchase/sale JPA will deliver said monies to base owners and/or other joint owners on record and will establish said member as a joint owner in that pole. Upon final bill, the SCJPC pole record will reflect a member as a joint owner in said pole, at which time, member may begin attachment as a joint owner in said pole.
- **Section 10.9 and 3X setting of ANC and ARM will not hold up 4X.**
    - With the current ROW, **rearrangement** of facilities is allowed without any update to the joint pole record. Grade is not as important as it used to be.
        - During any litigation, the question is asked, who are the joint owners on record and were/are they attached. Specific HOA does not play a vital role in those types of conversations. While we do strive to have an accurate record, in today's age, it is not likely.
        - Though a 13.3 could be created to correct the grade/space, it is not a requirement, as the grade/space would be documented on the next 4X or replacement JPA.
    - As far as ANC along with purchase, if you are proposing the setting of a shared ANC and you get that approval, bill it. If at the end of your project it is decided an ANC is not set, that is an issue to be worked out through the joint owners of that ANC, which reasonably could require a 13.3 JPA to clear the record of the shared ANC.
- **Liability**
    - In the case of equipment on a pole causing damage to property or communities due to overload or natural disaster, all joint owners in a structure may be included in the conversations to assess attachments and sequence of events. Having a pending JPA opposed to being on record does not preclude a member when/if this occurs.

  - As a joint owner, you will be required to participate in maintenance and inspection programs, whether you have attached or not. The recurrence of these programs is minimal and would normally not recur multiple times prior to your attachment if your attachment is within a reasonable timeframe. While SCE cannot dictate how a member runs their business, perhaps consider purchasing interest closer to the timeframe of attachment, if this is not ideal for your company.
  - Member taking part in replacement though not attached. This is part of doing business. Consider how often this happens, and also consider the member will be attaching to a new, sound structure.
- **CleanUp**
  - Thank you, everyone, for your clean up efforts. Well noted. We appreciate the collaboration.
  - SCE is not granting any extensions for attachments being made. Since 4X is purchase and sale, extensions are not needed.
  - Billing out of sequence.
    - It was said "I should be able to bill my JPA before another member and not have to wait on another member…" We have the Bill out of Sequence process that has been reintroduced from 2012. Please use it.
    - It is not reasonable for SCE to hold up billing on a replacement JPA waiting for a member to purchase interest into an old pole *that is no longer in the field*.
      - SCE will continue to move poles from foreign JPAs where it makes sense to do so. You should begin to see more F7s for this and R01s, as applicable. You may continue to connect with us regarding this as well. If you have multiples, a spreadsheet with the request is acceptable. Have that conversation with your SCE regulatory representative.
- **Moving Forward**
  - Records Only Form 48 is required with a Purchase of Interest JPA. JPAs received without the Form 48 subject return to the initiator denied.
  - *Not needed to begin the revised process*, but some considerations in the Routine Handbook so this never happens again.
    - **Section 4**: All Purchase of interest (section 4) shall be billed and finalized within 90 days of the date approved or by 18.1-D.
    - **Section 18.2 Form 2 Final – Initiation**: We believe is clear: final bill no more than 90 days from F48.
    - **Section 18.7 Form 48**: Records Only clarification
    - **Section 18.1E**: Cancellation
    - **Section 7**.8: look into purchase into within 1 year.
- **Other Concerns**
  - How integrated into the Routine, sec 7.8. N/A during cleanup – these are aged JPAs.

Item 1793: Section 4.0 with Form 48

Process Flow

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated ~~3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*~~
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

PROPOSED 4X PROCESS FLOW	SCE	JPC member comments 3/20/2024	BLUE: JPC Meeting comment	GREEN: Member's feedback from conversations outside JPC meeting
		Concern that this could create a system where space is being reserved. Space is being purchased for use. Members purchase space to attach and conduct business. Reserving (hoarding) space would be purchasing with no plan to use, whether it be attaching own facilities, renting, or selling. This could also create **liability**. *If a member becomes an owner without physical attachment, they are liable. Liable for what?* Liability comes in if there is a GO95 infraction, it fails - if member is on the record but not on the pole, they would still take part in the replacement… Attorneys for companies don't want them owning space and not be attached? Price of doing business. Currently members are making base owners liable by attaching without authorization and also without a valid pole card update. **Perhaps need to fix the closing of JPA issue, to become official members**. This *is* a fix to the closing of the JPA - closing out purchase and sale at the time of signatures/18.1D. At that time a member becomes a joint owner in that pole. A member should not be attaching to a pole if they are not a joint owner on record. A member becomes a joint owner on record when their JPA final bills, not when they attach.		
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.	**24 months for section 18 - - reduce to 9 months**. **F7 to extend timeline - after 24 months cannot request extension**. Base owner could (and will) deny JPA after 2 years, UA… ROW rules. Must use space within 9 months. *planning to build and 9 months have gone by, at that time another company can use that space.* Any timeframe of attachment prior to purchase/sale does not fix the issue of (1) base owner being made whole (2) interfering with other member's ability to bill their JPAs. **Transaction of money**: buy in 4X, need replacement, need taller, etc., takes a long time. What's the expectation? Scenario shared of 6 years to replace a pole. That's too long - replacement construction has not begun, rules of 18.1E cancellation apply. Have 9 months to attach. Once you submit, its approved, 9 months to attach. If you don't send final within that timeframe someone else can buy. There is a ROW rule that states this. Require F48, must come along with the F48 with all the revisions. ROW ruling is clear, once you get approval you have to attach within 9 months or you give up space. Initiator starts the process over. Submits FINAL. Hesitation from 18 months to 3 months. *But the reduced timeframe is for purchase and sale, not attachment. Member still has extended time get permits, and do everything associated with attaching, which is outside the purchase and sell of the space.* How about 120 or 180 days? 90 day TA is doable in theory if no memo back and forth.		
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*	Each project has **allocated funds** and if it takes years to close the project funds have depleted. Billing upfront ensures purchase of space funds are properly allocated. 2nd F48 not needed - just like 3.1, no F48 required for attachment. For what reason would it be required? The "work" of the section was 4X, which was completed upon approval with the finalization of the JPA - money paid, pole card updated. For old JPAs, 181.F is in place. Approved, but not built - cancel. This is for construction - should not apply to attachment, however, it was a bandaid used for members who were not billing their JPAs within 18 months. Only want 1 F48. Work is contracted out; limited amount of time with that contractor. By the time attached, can't go back and say now send us a F48. Use the Records Only functionality of the F48. Compromise on timeline before penalization. Moving forward this is the proposal. How to address the backlog.		
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.	Some denied poles, not all, may cause a total reroute, so the whole JPA would be canceled.		
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.	Backlog - maybe contractor doesn't acknowledge the denial. Or the contractor has moved on and now the member has no record of a denial… Should be 4.1. *But was the denial due to safety? Member should not be attaching when denied, period, but so much more of a concern if due to safety* I should be able to bill my JPA before another member if I have attached first. I should not have to wait on another member to bill their JPA. Same applies with replacement… New pole is set. Why are we waiting for a member to purchase into an old pole that is not there?		
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.	like the idea of moving to another JPA. Initiator can set a temp pole. Some replacements take too long. Can they be put in a higher queue based on member need? Initiator may pursue a temp pole until the replacement takes place, at which time, the member would be notified via F48, only if they are on the replacement JPA, so it makes sense to be added to a replacement JPA.		
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.	Money back guarantee! The ROW is for the whole state of CA. 9 months. This would cover the member's purchasing space and not using it. You have x amount of time to close these jobs. JPA would have to be finaled. If you do not attach within 9 months, you can lose the space. Forced to relinquish. *The space is noted in the SCJPS database? And paid monies go back to initial iniator? There is plenty of "unattached to" space on record at the JPC.*		
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.	Members have options at this stage: section 4.4. on the purchasing side, if we see another member has space owned and is not attached, we would 4.4, and forge ahead, or add 5.1 for them to sign off on, if they really want to keep the space, they can deny our 5.1, then there is 10.9 to rearrange.		

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

Topic	Notes	Routine Meeting Year	Page
Unbilled JPA	Ms. Hernandez inquired as to the proper procedure to take when encountering the situation of a member who is not final processing a JPA upon completion. This practice by members is hindering the processing of other JPAs. She also stated that without the processing of the JPA, a member is conducting business without paying the costs. Her question is whether this situation should be addressed in the Routine Handbook, and if there is a time limit to final a JPA.	2000	6
Unbilled JPA	back in the day: the impact on member utilities when a JPA is not completed within a reasonable time. Ms. Dell responded stating that many times one single JPA that is not final billed, could be responsible for the delayed processing of several JPAs. She said that something is needed in the Routine Handbook that will motivate members to complete the JPA process. There is a revenue impact in that members are not getting paid as promptly as they could…in the past complaints were handled at Board meetings, however; it proved to be counterproductive…	2000	11
Unbilled JPA	18.1F: SCE has 3,500 foreign JPAs...He instructed his staff to separate those JPAs that are pending, and notify the initiating member to either final bill or cancel the JPA, or SCE would final bill the JPA exercising section 18.1-F. His objective is to decrease the backlog of foreign JPAs, which ties up resources due SCE, and other members.. Failure to Final JPA upon Completion of Construction was removed from the title… this situation was creating additional, unnecessary work among their staff. It seems in Jun3 of 2005 the handling of 18.1F was ineffective, causing extra work for all members involved, so there was a suspension of the section at that time, to restructure the process of handling these JPAs.	2005	10
Unbilled JPA	The members discussed extensively, the concern of final billing JPAs out of sequential order, for clarification. This issue would be discussed further.	2007	13
Unbilled JPA	originally the 18-month time frame was instituted in a two-party world; however, today the wireless bear the majority of the research, the 18-month time frame appears insufficient. She further added that in the near future, she would like to address the possibility of extending the time frame. It was agreed to discuss this issue at a later date…. Ms. Jennie Davis from DWP stated that her organization has many outstanding foreign JPAs.	2008	5
Unbilled JPA	He described a scenario to the members where a member initiated JPAs in 1999 and never final billed them, in the interim SCE replaced the poles with lightweight poles and discovered the member unauthorized, and corrected the problem. He inquired, in this type situation, what constitutes an unauthorized attachment should a pole be involved in litigation, and if this is an unauthorized attachment. Ms. Prouty responded that when all the members have signed and approved the JPA, the document is legally binding whether it was final billed or not. Mr. Chow inquired if it appears fair that when a member is discovered unauthorized, that in the interim, the legally attached members funded the maintenance while the illegally attached member did not pay maintenance for the specified time period. The members agreed that this scenario appears unfair. Ms. Chow stated that attachment is a two way process, 1) request attachment, and 2) pay for it...outstanding JPAs contingent on other JPAs being final billed. Ms. Hernandez stated that tracers should be utilized to aid in this situation. Ms. Prescott stated that perhaps members request a deposit on the front end of the process...	2008	6
Unbilled JPA	the lack of response within the time frame due to lack of resources has historically been the cause of members not following the Routine	2008	38
Unbilled JPA	Section 4: He further stated that construction does not have to be complete in purchases to issue a Form 48. He further added that he and Mr. Wolfe have discussed instances of purchase of interest, and perhaps another approach toward purchases could be entertained with the possibility of revising the process of purchasing interest. Mr. Cashmer questioned if construction is not complete, a Form 48 completion is required? Mr. Chow responded that per the Routine, construction verification is required prior to completing a Form 48 for the ability to finalize a JPA. He added that perhaps to circumvent delays in purchase of interest JPAs only, once the JPA is approved, then after the 45 days period has elapsed, that specific JPA must be finalized. Ms. Hernandez interjected that it is permitted to complete a Form 48 records only. Mr. Wolfe stated that this method is utilized in the North...Ms. Haney presented a scenario where NG reserves space on a pole, and might build in a year or two. However, in the interim, NG has taken the last available space on the pole, and now T-Mobile desires to attach. She added that now it is incumbent on TMobile to replace the pole, because NG has reserved space. How often has this occurred? Mr. Wolfe responded that the space belongs to NG, and there is nothing to compel NG to sell their space. Mr. Rodriguez stated a situation where NG and T-Mobile desired space on the same pole, which required replacement. In order to determine who would bear the cost of replacement, it was confirmed who was first to submit their proposal. In this situation is was NG first with T-Mobile following, and T-Mobile was obligated to arrive at a Plan B…. Ms. Hernandez stated that the idea of reserving space is good, however, it should notate on the pole record the space reserved. This would allow planners to know that space is owned, even though the owning party is not attached….	2008	54
Unbilled JPA	Section 4: He added that per Mr. Wolfe's suggestion in regards to purchase of interest, there is no need to wait until construction is complete before finalizing a JPA. He stated that after some thought; he is of the opinion that there might be other sections that could fall under this scenario, such as relinquishment where the sale or relinquishment is not dependent on any work being done...aid in expediting the JPA process...where members initiate the JPA, attach facilities, but do not finalize the JPA, in the interim they do not share in maintenance costs, only the owners on record bear the costs…finalizing the JPA and getting money exchanged. Ms. Hernandez recapped stating that today members are able to initiate a records only JPA. If there is no construction, there is no need to wait thirty days to final bill if all signatures have been acquired...	2008	61

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Unbilled JPA	Mr. Rodriguez responded that in the wireless world, 18 months is not sufficient time. He added that it takes about two years to get entitlement, so the wireless members are unable to construct. Mr. Wolfe suggested that if the wireless members in the two-year interim discover that they will not utilize the pole space, to relinquish it since it is a small portion of construction expense. Mr. Rodriguez questioned if Mr. Wolfe is suggesting finalizing JPAs prior to construction? Mr. Wolfe responded in the affirmative...Mr. Wolfe stated that there are obligations that if you reserve space to construct you enter into ownership. Mr. Chow stated that he agrees with Mr. Wolfe and Mr. Hunter that an open time frame for finalizing 4.0 is unacceptable from an owner's perspective...If you initiate a JPA you are an owner. Mr. Wolfe responded that until you finalize the JPA you are not an owner on record. Ms. Hernandez stated that the JPA is a pending JPA even if you are not an owner on record. Mr. Hunter responded that until the JPA is finalized one couldn't finalize subsequent JPAs that follow. The holdup is sometimes five to six years later. Mr. Wolfe reiterated that by reserving the space by finalizing the JPA is the right thing to do. Mr. Rodriguez stated that paying a reservation cost up front is not a problem, but paying for all the other costs of construction does not sound reasonable if the work would not be done for two years...Ms. Haney stated that she is certain that her organization would not agree to costs for construction that has not yet transpired. Mr. Wolfe responded that leaving JPAs floating is clogging the system and this is not the original SCJPC design, or to instill an automatic cancellation. Mr. Chow stated that reserving space, and inhibiting other members from using the space, and this includes fellow wireless members, there should be an associated cost up front... The members discussed the difficulty for the wireless members and the problems for the base owners...	2009	52
Unbilled JPA	He added that he would be proposing for section 4.0, that after the JPA has been reviewed and approved and there are poles that require special attention, that they should be removed from the JPA and addressed separately. This would leave a JPA where the purchasing party is able to move forward. After the 45-day period has elapsed, a member party to the JPA is able to finalize the JPA...	2010	6
Unbilled JPA	Mr. Chow reported that he has contemplated two methods for this billing. One is a fundamental change to how members are to operate, primarily those major pole owners. The method would be for purchases of interest only, that the selling party would be responsible for completing the final JPA. He added that the major communications members might be of the opinion that the purchasing party should continue to final the JPA. He added that it could continue as is where the purchasing party final bills the JPA, with the caveat that the selling party is to have the option of final billing the JPA, as any other member party to the JPA.	2010	11
Unbilled JPA	The purchasing of poles, 4.0, prior to attachment and any work completed, records only type job. She suggested in a 4.0 JPA to move forward with final billing without waiting for the Form 48, since the space is being reserved. She added that a Form 48 can be submitted noting "Records Only" on field work required, then final bill. In her opinion this should be stated in the handbook. She reported that Mr. Chow proposed members must purchase the pole if they want to reserve the space. If another member chooses to purchase, that member with reserved space is joint on the pole…	2010	15
Unbilled JPA	Section 4: Purchase of Interest for future use Ms. Hernandez stated that if her organization issues a Form 48 records only and on the remarks state the desire is to purchase space for an antenna to be built and complete at a future date, but the final bill would be as originally written. She added that this process does not delay other JPAs from being processed in the proper sequential order. Mr. Chow stated that he and Mr. Wolfe had discussed the topic of purchase of interest JPAs. He added that both agreed that this situation does not necessarily dictate the purchaser build to final the JPA. He added one could own space and not be attached at that moment in time. He added with that in mind, he and Mr. Wolfe agreed that one could purchase and attach when desired. He further added that this process is in place today, and if one realizes that in the future they no longer desire the space, there is the option of relinquishment. He added that this process has been in place and works successfully.	2011	21
Unbilled JPA	Ms. Hernandez then moved on to the second agenda item, Interpretation of Routine Handbook. Ms. Hernandez stated this issue is a standing item and addressed at every meeting. This issue addresses any foreign JPAs that should be and are not yet finalized. She reminded the members that it was decided at prior meetings that a JPA may be final billed even if construction is not complete to reflect purchasing the space. She inquired if any members had any other comments or concerns. There was no discussion on this item	2012	11
Unbilled JPA	Section 4: Mr. Chow suggested the if members wanted to purchase interest but not yet construct a section 4.0(A) be created and used for such instances.	2013	30
Unbilled JPA	currently members could potentially construct on a pole and not pay for it for multiple years until the JPA final bills. Ms. Prescott suggested the billing portion of the JPA process happen upfront. She explained, members would purchase space and be billed for it but the JPA would be pending until construction was completed. Ms. Prescott stated with this process, members would always know of any pending jobs on a pole. Mr. Eastwood pointed out under the current system Telecommunication companies are not required to notify owners if construction has occurred within the space they own, as long as it passes loading.	2014	3

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Unbilled JPA	After some discussion, it was suggested to final bill the JPAs records only. Ms. Hernandez stated the records only discussion led to pole loading discussion. She explained the pole loading discussion was if a record only pole record was created and another member wants to add or attach to the pole, the pole record would not reflect what is in the field. Ms. Hernandez also reminded members of the issue of notifying other members once the work is complete and the pole loading is up to date. Ms. Prescott stated one of the reasons for implementation of this meeting was to find a way to purchase space and receive payment for said space while the JPA is still pending completion of construction. Ms. Prescott continued, stating members would also be able to participate in maintenance since they would be owners of record... Ms. Prescott clarified; a preliminary Form 2 would be submitted showing the amount of space needed, a bill of sale created to show ownership, and a new form created for notice to construct. Ms. Prescott noted once the notice to construct was submitted, this would notify members to submit pole loading and the show what their intent is within their space. A Form 48 would be submitted notifying members of completion of work...only have this policy for purchase of interest section 4.0. She noted this could be a change in process on how Form 2s are issued. Ms. Prescott stated the idea behind this way of processing JPAs was to separate purchase from construction. The members discussed if the routine had to change should billing and construction be separated. Ms. Prescott suggested if the routine remained the same, the implementation of a notice to construct and a notice to purchase be added to the routine... Members would not need to keep record because the JPC database would have the pole record. Once members were ready to construct, the pole loading should be submitted with a new JPA indicating said member was ready to construct. Since before and after a member purchases nothing on the pole changes, the ready to construct pole loading will help members verify the facilities on the pole to ensure the new work can be completed without overloading the pole. After construction verification, an adjusted final bill would be submitted with itemized costs.	2014	7
Unbilled JPA	power companies had foreign JPAs that were not being final billed. She continued, explaining this was an attempt to reduce the backlogged JPAs by potentially final billing them under the proposed section 4.0(A) “records only.” Mr. Eastwood stated communication companies want to reserve space. The power companies want members to participate in maintenance costs and have JPAs submitted in a timely manner. Mr. Eastwood believes the best route to take to achieve the reservation of space, participation in maintenance costs and processing finals in a timely manner, would be the implementation of 4.0(A).	2014	10
Unbilled JPA	Section 4: Mr. Chow stated currently nothing is in place requiring members to notify other owners if adding facilities for sole benefit. Mr. Chow stated a key portion to the proposed 4.0(A) is pole loading, and verifying what is in the field is what is retained on record. Ms. Hernandez suggested amending the verbiage for section 18.1F removing the completed construction clause allowing the JPA to be billed 4.0(A)...because when a job is designed it has to take into consideration everything that could reasonably be put on that pole. Mr. Chow continued, stating because there is knowledge that the other member purchased interest, their pole loading also needs to be accounted for. Ms. Hernandez suggested Sharefile as a way to view pole loading making calculations readily available for all members to view...He continued, suggesting revising the verbiage in section 4.0 to include the implementation of a timeframe.. suggested members could purchase space, participate in maintenance, and submit pole loading for what is in the field. If the members entitlements do not happen or the job is canceled the owner can relinquish the interest. Mr. Chow reminded members the item was in association with foreign JPAs...Mr. Chow inquired if a foreign JPA does not get billed would Edison be able to issue a Form 48 and bill the JPA records only 18.1F. Ms. Hernandez stated after the timeframe passed Edison would be able to issue a Form 7 indicating the timeframe passed and requesting the JPA be final billed by the next billing cycle or the JPA would be final billed by Edison 18.1F. If no response is received from the Form 7 Edison would be able to move forward in billing the JPA 18.1F...	2014	24
Unbilled JPA	the process is already outlined in the Routine Handbook, the problem is members are not following protocol...subcommittee where members discuss old foreign JPAs and rectify why the JPAs are being held up	2014	28
Unbilled JPA	discussion led to members not wanting to use section 4.0(A). Ms. Pearson stated emails were sent out to members notifying members JPAs have not been final billed and if the JPAs are not billed by XX date Edison will final bill the JPAs 18.1F.	2014	30
Unbilled JPA	members agreed to leave section 4 as it is...Mr. Chow inquired if a Form 48 is truly required for a section 4.0 JPAs. He continued, stating if a member is reserving space and they do not intend to build in the near future, a Form 48 should not be required to final bill the JPA... She continued, asking after approval at what point could the JPA be final billed. Ms. Pearson suggested JPAs could be final billed 1 calendar year from Date Sent dated on the JPA even if construction has not been completed...processing the purchase of interest JPAs in a first come first serve manner. He continued, stating members would not be able to reserve space. Rather the company that pays for the interest first gets the rights to attach to the pole. The members stated that the Date Sent of the JPA is what dictates which JPA final bills first...Edison agreed to rework verbiage for sections 18.1 (D-F), 18.7, and section 4.0...	2015	40
Unbilled JPA	Mr. Chow inquired if a member is purchasing space why is a Form 48 needed. He also stated a member purchases interest section 4.0 to own space. He continued, stating many members own space on a pole and are not attached...Mr. Chow suggested a timeframe be implemented on the Form 48 when purchasing interest indicating after XX days the JPA will be final billed whether or not construction has been completed... Mr. Chow stated G.O. 95 dictates pole loading is to be provided at the time construction is done. Mr. Hunter stated even though a member is an owner of record, capacity on a pole cannot be reserved for them...	2015	87
Unbilled JPA	the process taken when an initiating member fails to final a JPA. Ms. Hernandez stated it is not the wish of a participating member to final bill a JPA for the initiating member; however if needed a participating member may exercise this option. Mr. Chow stated that in the time that Edison has been notifying members of their intent to final bill, and the initiating members reply that they will final; after research by Edison, the final billing does not transpire in many instances...	2015	91
Unbilled JPA	After review, the members agreed that a Form 48 is required for all sections except 4.1, 5.1(C), and section 13. The members also agreed that all other sections require a Form 48 but the 45 day timeframe can be waived with an agreement by all members.	2015	99

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Unbilled JPA	the space is not owned until it is final billed and a place marker cannot be added because it would be considered reserving space. Mr. Williams stated that if the JPA is final billed then the space is owned whether they attach or not. Ms. Mueller inquired if this negates the necessity for a Form 48. Mr. Williams stated that when they do attach they can do a Form 48 to inform the other members of the attachment. Ms. Hernandez stated that this would only be for purchasing not for replacing a pole.	2018	91
Unbilled JPA	Ms. DeBarge asked if billing of a purchase of interest JPA based on construction. Ms. Hernandez replied not always, it could be a records-only...anything can happen within that 24 months and if they went ahead and processed with their JPA that way when they purchase they will at least have the correct information... one of many issues from the process as a whole and a lot of it needs to be updated. The process as it stands is trying to accommodate something that is no longer valid and current in the industry…	2020	53
Unbilled JPA	Denials: denials are going back and forth, he thinks his main goal is to help streamline the denials that are going back and forth to make things a lot easier for all the members involved...When they initially submitted their loading, they did it to the best of their ability. For another member to come back and say it is no good and they need to revise it, but not tell them how, is not playing nice in the sandbox because they would do the same as well. With the denials concerning pending JPAs, he feels that if a JPA is going to be denied based on the mention that there is a pending JPA somewhere out there, that JPA must be dealt with. It cannot be a JPA that has been denied. He does not think it is fair for everyone just because they cannot revise their loading based on a pending JPA that has loading that did not pass… the back and forth with the denials hurts any project or any job that they have moving forward. It kills it and definitely needs to be looked at…	2020	99
Unbilled JPA	Mr. Carrion stated that Crown Castle does not issue JPAs for builds that they do not intend to do. Mr. Serrato stated that everything is initiated because they have already secured business. Mr. Carrion stated that they have plans in place and everything has been designed, it is at that point they initiate JPAs, and they assume that is the same practice for other members. Mr. Serrato stated that is evident in their project numbers build into the JPA...Mr. Carrion stated that because they do not issue JPAs they do not intend to do, it does not mean there are not any delays. Sometimes things do take two years or a little over.	2021	137
Unauthorized	You are illegally attached if you have not purchased interest. This was an ongoing conversation since 1999 revolving around the Pulsiver decision and the $500 penalty fee to be charged to utilities that are illegally attached (unauthorized), that members should not be treated differently than non-members in regards to illegal attachments.	2001	1
Unauthorized	She added that today, she is of the opinion that the current penalty for section 4.1 is no longer a deterrent toward unauthorized attachment. She shared a personal experience in which she overhead a construction personnel remark, when accused of this violation, quoted “so bill me”. It appears the benefit of attaching illegally outweighs the unauthorized attachment penalty, since the incoming member is conducting business and collecting revenue immediately, rather than waiting for the entire JPA process to be completed. She added that she is now of the opinion that this issue requires serious consideration. It appears that the 50% penalty is no longer a deterrent to illegal attachment.	2007	7
Unauthorized	Ms. Goetz stated that what prompted this issue is the method of attaching Altrio Communications had practiced in the past, which resulted in loss revenue to members. Ms. Prescott stated that members are attaching prior to processing a Form 2. Since the action is not approved, then it is an unauthorized attachment.	2007	8
Unauthorized	He added that all members have encountered a purchase of interest JPA that has remained open for one to two years. He further questioned that at what point in time should a lengthy purchase of interest JPA be considered a 4.1.	2008	53
Routine Interpretation	JPAs finalized as Section 18.1-D. The members agreed that the primary problem with the routine sections is the interpretation, and the original intent. Since revisions are updated, and effective the first of every year, the consensus is to publish on the SCJPC website, the intent and interpretation of the section in question. This would require adding a new interpretation section to the website. Mr. Chow added that on the web, it would state the section verbatim, and the ad hoc’s agreed upon interpretation.	2006	6
Routine Interpretation	Mr. Brown stated that the Routine is a planner, and must be clear and concise enough in order to leave nothing to the imagination. Mr. Chow stated that in his opinion it is not written as such.	2007	9
Routine Interpretation	Mr. Chow stated that the Routine was written to lend itself to the method business was transacted between members thirty or so years ago. In his opinion, it does not fit in today’s world of joint pole transactions, especially the wireless organizations.	2007	26
Routine Interpretation	purchase of interest with an estimated planned construction start date	2013	35
Routine Interpretation	Ms. Hernandez stated the ultimate goal is to have the entire foreign JPAs final billed so all members incur ownership costs. She was of the opinion that billing and field verification need to be separated.	2013	37
Routine Interpretation	Mr. Chow stated he is in favor of members purchasing the space if they plan to construct rather than reserving the space. Ms. Hernandez agreed stating members could relinquish if they did not need the space.	2014	3

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Policing Members	Mr. Brown stated that Edison's major concern is the over-lashing and overbuilding on poles. Ms. Dell stated that another concern is the wind loading issue, and testing for wind loading on leads. Mr. Bengtsson commented that this is a GO 95 issue. the members do not police one another. That members are aware of their individual responsibilities. Mr. Bengtsson stated that policing could create problems. The decision is to discuss this issue with Edison, locate any major concerns, and to leave this issue on the agenda for further discussion.	1999	18
Pole on Other JPA	JPA not final billed denoting owned space: Mr. Chow stated that he disagrees, because a member should not list on the header if said member is not a member on record. Ms. Hernandez explained how she denotes the pending JPA on the later JPA. She added that this is necessary so that no two members vie for the same space and grade, which could happen when members are not informed.	2007	17
Pole Loading	Section 4: After discussion, the members agreed that section 4.0 "records only" would be a good idea and when final billed, the pole loading needs to be uploaded to Sharefile.	2013	26
JPA Alert	05/15/2013 Alert: ISSUING A FORM 48 AFTER WORK IS COMPLETE: If a Form 48 has been issued stating that work has been completed on behalf of a member, the initiating member does not need to issue a Form 48.		
JPA Alert	10/17/2018 Alert: POLE LOADING WHEN THERE IS A PENDING JPA When initiating a JPA and you find that another member has a pending JPA and not yet attached, request their pole loading. Include the pending member's pole loading information on your pole loading. Discussed in Compliance Committee meeting on 9/18/2018.		

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Item 1793 Section 4 – JANUARY 2024 NOTES

Supporting information for this discussion.

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach when necessary according to their project plans. SCE does not monitor a member's attachment. The member is obligated to abide by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners. SCE is not asking for a change in the section. We are proposing the member process comply with the rules.

- The scope of Section 4 is sale and purchase of interest. The section is currently being used for construction.
- SCE has 12,083 active purchase of interest JPAs submitted by various members, dating back to 2010.
    - 3,876 purchase of interest JPAs must final bill before another member's JPA (1,657 F48 have been received for the 3,876, which is another problem to solve for…).
        - Members are being denied new business purchase of interest because they are not aware other members have submitted a JPA to purchase space, so they are not including a pending member's purchase on their JPA. The JPA is returned to the member due to inaccuracy. Extra work and resubmission could have been avoided if the JPC pole card was accurate.
- SCE has 2,510 replacement JPAs held up due to a member's purchase of interest JPA not yet final billed. With these, a member is attempting to purchase space into and attach to a pole that may no longer be in the field. (see scenarios below)
    - 1081 have no F48 but extension requests were received

Other sections where attachment is completed *after* final billing:

- Section 3.1. JPA final bills with a member's grade and space on the Proposed side of the JPA without attachment being completed.
    - Form 48 is not sent/received when member attaches.

Requiring a member to attach before closing out the sale of space is not aligned with verbiage of section 4.

Section #	The Rule	Member Process	Advantage of Member Process	Disadvantage of Member Process	Recommendation	Advantage of Recommendation	Disadvantage of Recommendation
4.0 - Purchase or Sale of Interest	Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned.	Used for member construction.		*Not in compliance with the Routine: Purchase and Sale *Delayed billing to close out purchase and sale *Complications with other member JPA approval and billing (bill before/after) *Constructing in space not owned (unauthorized) *Purchase pending for poles that have been removed *Pole Records inaccurate (cannot be updated to reflect joint ownership until JPA finals)	Return to and adhere to the boundaries of what the section says: Purchase and Sale of Interest. Timely submit final JPA to the SCJPC for billing to close out the sale and update the pole record on the website.	*Alignment with the Routine: Purchase and Sale *Timely billing to close out purchase and sale *Lessen the likelihod of denied JPAs for bill before/after *Member attachment will be in owned space within Routine timelines *Visibility of joint ownership to all joint owners on JPC record	*Member may no longer desire the space. **REMEDY: Member to initiate JPA to relinquish; submit for billing witin 90 days.**

Another Advantage of this Recommendation: all joint owners are sharing in maintenance of the pole in which they have ownership and will conduct business. 2/21/2024

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THESE ADDITIONS FROM JANUARY 2024 MEETING ARE NOT TO BE CONSIDERED AT THIS TIME AS WE WORK TOGETHER TO MOVE FORWARD. SCE, 2/21/2024

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0.

Additionally, the following cases shall require purchase:
(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

NOTE 4: Joint Pole Authorization to be submitted to Southern California Joint Pole Committee not less than 45 days and no more than 90 calendar days from the Date Sent of the preliminary or 18.1E cancellation will apply.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

(a) Emergency Replacements – Member replacing pole in an emergency must notify other owner(s) within 24 hours by telephone. This includes the emergency use of MOD/POLES. (See Sections 7.6 and 19.7)
(b) Free Attachment - Member maintaining free attachment must remove its facilities within 48 hours of telephone notification confirmed by Form 48. (See Sections 5.5 and 11.0)
(c) Maintenance Liability - Liability for maintenance extends 60 days from date sent of a Form 2 Preliminary Joint Pole Authorization involving a relinquishment, or from the date facilities were removed from pole. (See Section 19.0)
(d) Relinquishment/Abandonment of Interest – 60 days notice must be given to other owners when termination of ownership is intended. (See Section 5.1)

(e) Removal of pole or transfer of facilities must be completed within 60 days from date of Form 48. (See Section 5.0 & 7.0)
(f) After the final billing has been processed, all liability is assumed by remaining Member(s). (See Section 5.0 & 7.0)
(g) Temporary attachments allow for facilities of another Member to remain on a pole for a period of time, which is less than one year. (See Section 14.6)

Construction Start Date/Cancellation - The time limit for starting joint pole construction shown on a Form 2 Preliminary Joint Pole Authorization shall be 18 months from date issued. At the expiration of this time period, the following procedure should be followed:
If construction has not been started:
• Form 7 shall be sent by any member involved to request extension, which requires mutual agreement in writing, or to cancel.
• If construction has not been started and JPA time limit exceeds 24 months, explanation is required for extension. If no response, the JPA will be cancelled on the initiator's behalf. (Revised March 2016).

Purchase of Interest Cancellation - The time limit for the initiating member to transact an original Southern California Joint Pole Committee authorized typed or electronic final to the Joint Pole Committee for final billing for purchase or sale of interest with intent to construct is not less than 45 and no more than 90 calendar days from the Date Sent of the preliminary Joint Pole Authorization. At the expiration of this time period, the following procedure will be followed if final submission has not taken place:
• Form 7 shall be sent by the initiator of the Joint Pole Authorization to explain the reason for delayed final submission, which requires mutual agreement in writing if an extension is requested, or to cancel. The length of time of the extension must be stated.
• If no communication from initiator and no agreement for an extension, the JPA will be cancelled on the initiator's behalf and space will become available to other members.

added to address timely return of memos to the JPC

18.3 Form 2 Final - Completion

Copies of Form 2 Finals are distributed by the Joint Pole Committee office. Any discrepancies noted by the Committee on Form 2 Final will cause this form to be returned for correction, which must be addressed by issuing member and returned corrected to the Joint Pole Committee office by the next billing cycle. When form 2 Final has been issued, the Committee is authorized to proceed with the preparation of pole record and Bills of Sale. Upon request, the SCJPC will make available a memo to any member who is party to a JPA for 18.1F purposes. - - send this to angela

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BILL BEFORE/AFTER SCENARIOS

This is a small sample of a very large problem.

SECTION 4X SUBMITTED	BILL BEFORE	BILL AFTER	STATUS
U1 submitted to U2 2014	U2 Replacement 2016		U2 JPA on hold for billing since 2016. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2017	U2 Replacement 2018		U2 JPA on hold for billing since 2018. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2018	U2 Replacement 2022	U2(2)	U1 cannot bill until U2(2) 2019 Replacement bills. U2(2) replacement cannot bill until U3 4X final bills. U2 replacement cannot bill until U4 final bills 4X on pole that is no longer in the field.
U1 submitted to U2 2016	U2 Replacement 2021		U2 JPA on hold for billing since 2021. U1 requested extension. The old pole U1 requested to purchase into is no longer in the field.

We talked through the significant delays that bill before/after causes.

- If a member is purchasing at a different grade/space on the same pole, a pending 4X JPA should not hold up another member's purchase.
    - If all members have been added to the header, pole loading submitted, approvals obtained, then either JPA could bill first.

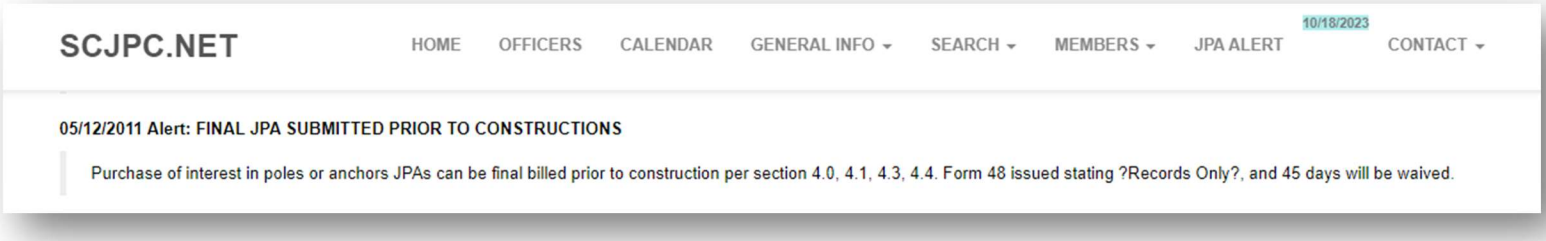
Bill before/after for 4X where construction is involved (erecting a new pole), must be considered. We have an opportunity here to revise the process, to work together to prevent delays.
SCE, 2/21/2024

Item 1793: Section 4.0 with Form 48

Notes shared by SCE 2/21/2024

A few things were said in the January 2024 Routine meetings that we would like to bring clarity to.

- **there is no such thing as a Records Only purchase and sale of interest**
    - Records Only F48 was introduced in 2011 to alleviate members of large, recurring backlogs due to JPAs not being billed.
    - Members were of the understanding that attachment had to be made prior to closing out their purchase of interest JPA. This thinking still lingers today, which continues to perpetuate large backlogs, delays in billing, and denials.
    - Members also were not following that process of closing out a JPA when attached, either not sending a F48, or sending a F48 but not completing final billing.
    - There are many months/years of meeting regarding the topic with members trying to figure out how to bill member's up front for their purchase.



- **if the intent is to construct then it is not just Records Only**
    - According to prior minutes, construction, pertaining to a pole, is a new set or replacement.
- **Records Only is to update if they go out into the field and see that the field conditions do not match the records then they submit a JPA to update those records**
    - According to prior minutes, this was not the intent of Records Only F48.

Of lengthy and recurring discussion in prior minutes was members **attaching to poles and not billing their JPAs to secure ownership**. It was solved for in 2012 with the addition of Records Only to the F48 and a JPA alert in 2011 stating that purchase of interest JPAs can be final billed prior to attachment.

It was stated in the February 2024 Routine meeting, this is no longer 1946, referencing prior minutes and the way things were done. Well, it is no longer 2011 either. We are in a new day and what was thought to work previously concerning section 4 is not working now. Judging by the minutes, in our opinion, *it was not working then either*.

The objective here is to bring the process current and compliant *to ensure that the pole records are correct in the JPC database, and all members are being compensated for purchase and sale equitably and maintenance as a joint owner*.

Item 1793: Section 4.0 with Form 48

SCE read older minutes, back to 1940. Here are some points of interest:

- There is nothing new under the sun. Everything we are going through now and trying to solve for has already been an issue previously. It is important to read the minutes and JPA alerts of previous years because many of our problems have already been resolved.

- **Records Only was added to the F48 in 2011 for sale and purchase of interest**.

- **Construction was a new set and replacement**. It was not *attachment* to an already existing pole. CONSTRUCTION refers to building a structure. ATTACHMENT involves connecting or fastening components to some part of that structure.

- **Purchase of interest under notice of intention, section 3.1, stated that purchase was not required until attachment was needed**. *This expectation ensures the integrity of members that none are just buying space with no intent to conduct business for customers.*

- **Reserved space was recorded as a sale of interest**. *Reading through the 1940 minutes, it seemed sale and purchase was a separate transaction, not part of the JPA process. There was much discussion of creating a separate form for intent, opposed to the construction involved with setting a new pole for joint use and replacement of an existing joint pole.*

- **Space to be occupied by each party shall be determined upon in advance of occupation**. *A member should not be attached to a pole that they do not own interest in. That was considered unauthorized.*

- **Sales were based on a member's future use of the space**, whether for themselves, to rent, or to sell to another member. *Back then, all usable space on the pole was expected to be sold*.

- **Notes on the 1940 Routine spoke to when monies were due for sale and purchase**. "Said amounts shall be due as soon as approved. No attachment whatsoever may be placed on a pole excepting by shareholder in such pole."

Item 1793: Section 4.0 with Form 48

CHARGES

Tenth: The owner or owners of a pole, new or old, which is to be used in combination with more parties, shall be allowed to bill against the said parties, amounts determined by the number of parties using the pole and the valuation of same, and the said amounts shall be due as soon as the parties, by their officials, have agreed to enter the combination, provided the said poles have been put in proper condition as specified in paragraphs above. Space for 1, 2 or 3 cross arms for regular use, or for two cross arms to hold one or two high tension three wire circuits, with or without two telephone wires elsewhere on pole, or one railway span, with or without one cross arm, and two or more telephone wires elsewhere on the pole, shall be considered one share. A space for one or two transformers, lighting fixtures or cable terminal will be considered as included in one share referred to above. No wires or fixtures whatever may be placed on a pole excepting by shareholders in such poles. The valuation of poles, having been determined as per Section 9, charges will be made as a fraction of the said valuation as follows:

When a combination is made, each incoming party shall pay the owners or owner, that fraction of the valuation represented by the shares to be occupied by it, and the pole is then owned by the occupants thereof in proportion to the number of shares occupied by each. The proceeds so derived by the owners of the pole which was owned by more than one party shall be divided between such owners in proportion to the number of shares owned by each.

See attached **Excel Spreadsheet** containing prior Routine minutes snippets pertaining to the committee's efforts refine section 4 to separate sale of space from attachment. SCE 2/21/2024

Item 1793: Section 4.0 with Form 48

Below is the proposed 4X process flow. This would be implemented moving forward. We all must work together to clean up the existing backlog, as it spans across all our companies with bill before/after. SCE 2/21/2024

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits JPA to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 Revisions from Maria Ortiz 2/20/2023

4.0 Purchase or Sale of Interest with Intention to Construct

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Section 4.0 is not to be used for the purpose of reserving space. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0

Additionally, the following cases shall require purchase:

(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space.

Refer to Section 18.1-D & 18.1-E for Form 2 & Construction Time Limits.

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

Item 1795: Billing Out of Order Process

Item 1795 - Billing out of sequence (changes in Red.)

Section 13

13.1 Correction of Record/Cost Recovery

Correction of error in recorded data or any other detail shall be made on Joint Pole Authorization and, where necessary, adjustment for price shall be made in accordance with date of Joint Pole Authorization that has been found to be in error.

(**See Example D2, Section 21**) Recorded interests in conflict with the Routine shall not be corrected, except with the consent of all Members concerned, until pole is replaced, or an incoming Member desires to purchase interest, or one joint owner wishes to relinquish interest.

Cost allocation shall also be authorized, where required, for reinstatement of record or any other detail in which a completed transaction is in error for five (5) years from the bill of sale date unless otherwise negotiated by special agreement. (See Section 1.2) (Revised October 2011).

Correction of Record/Cost Recovery for Section 18.1G Billing Out of Sequence does not have a time limit consideration. The SCJPC office will follow a special Billing Out of Sequence (BOS) process to reconcile the dollars between all owners for pole records billed out of sequence.

(See Section 18.1G for additional Information. See Purchase Interest BOS example DX, Section 21, and Pole Replacement BOS example DX, Section 21)

Section 18

18.1G Billing Out of Sequence

If the issuing utility finds the SCJPC record reflects changes from another utilities JPA that billed out of sequence (BOS), the following process is used to reconcile the pole record and billing.

(A) Issuing Member:

1. Use a different color for changes to

Preliminary Form 2.

2. Do not add REV to Preliminary Form 2, use original JPA name.
3. Add BOS Member to Preliminary Form 2 Header and populate:
   Approval field – add “18.1G”.
   Accounting field - add “Special Billing”.
4. Add Section 18.1G to the existing section codes listed in the Location and Nature of Work.
5. Decide if the Active or Dead SCJPC pole record best applies for the Record side of the JPA.
6. Call out in the Location and Nature of Work, the BOS JPA number and note, “Special Billing Dead Or Active Record.” (If multiple poles, make this call out only on the poles where it applies.)
7. Fill in a Form 7 and check BOS. Add, “see changes in a different color.”
8. Process BOS Form 7 and updated Preliminary Form 2 to all Members on Header, including BOS Member.

(B) **Receiving Member:**

1. No additional actions required.

(See Section 13.1 for additional Information.
See Purchase Interest BOS example DX, Section 21,
and Pole Replacement BOS example DX, Section 21)

Item 1795: Billing Out of Order Process

	Utility	Representative/Signature	Phone No.
To:			
To:			
To:			
From:			

Dist./Exc.: _____

Carbon Copies To: _____

J/P MEMORANDUM FORM 7

Used for additions, deletions or changes to Authorizations (See Section 18.1C)

Date: _____

JPA No.: _____

Job No.: _____

- ☐ BILLED OUT OF SEQUENCE (Must include updated JPA Preliminary when sent.)
- ☐ SEE JPA PRELIMINARY ATTACHED
- ☐ ADD
- ☐ CORRECT TO READ
- ☐ CHANGE LOCATION TO READ
- ☐ DELETE
- ☐ CANCEL JPA
- ☐ REMOVE TEMPORARY ATTACHMENT FROM RECORD

Remarks: _____

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record				Proposed					Item No.	LOCATION AND NATURE OF WORK If not in accordance with Joint Pole Agreement and Routine – state reason(s).
														1
														2
														3
														4
														5
														6
														7

POLE LEGEND:
P = PULL
PB = PULL BUTT
T = TRANSPORT
S = SALVAGE
D = DISPOSE
TN = TENANT
L = LOWER TOP
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed In the Column of Party to be paid

GEOGRAPHICAL LOCATION

_____
COMMUNITY

Item 1795: Billing Out of Order Process

Anali Spencer

From: Angela Pranata
Sent: Monday, June 17, 2024 4:13 PM
To: Anali Spencer; Kay Black; Aarize Dizon (Aarize.Dizon@crowncastle.com); Jeremy.Effinger.contractor@crowncastle.com; Costa, Jackie (jacqueline.costa@crowncastle.com); Carla M Stephen; kevin.flores@sce.com; April DeBarge; sam.picazo@sce.com; Shelby Nicole Mulvehill; marisol.bailey@sce.com; Michael.Pearson@sce.com; John Bacon (john.bacon@ladwp.com); lex.treepaisan@ftr.com; JHarmon@motiveis.com; Yesenia Delgado (Yesenia.Delgado@charter.com); ASmith@motiveis.com; Todd Dailey (TD3494 @ATT.com); Veronica C Romero (vr2931@att.com); rs2517@att.com; bc7572@att.com; Shawn Henderson; Nicholas Van Stryk (nick@petrellielectric.com); hseropian@extenetsystems.com; tamara.zaki@boldyn.com; Ben Coffey (bcoffey@banningca.gov); D_Campo@ci.lompoc.ca.us; Irvin Orzuna (iorzuna@glendaleca.gov); mtruong@burbankca.gov; Linda McLean (lmclean@extenetsystems.com); matthew.j.miller@verizon.com; Wilson.Salvador@ladwp.com
Cc: Kathleen Allen; Maria Ortiz
Subject: Special Billing question from April DeBarge, SCE

Good afternoon to Routine Revision attendees,

Please review the message below from April DeBarge, SCE.

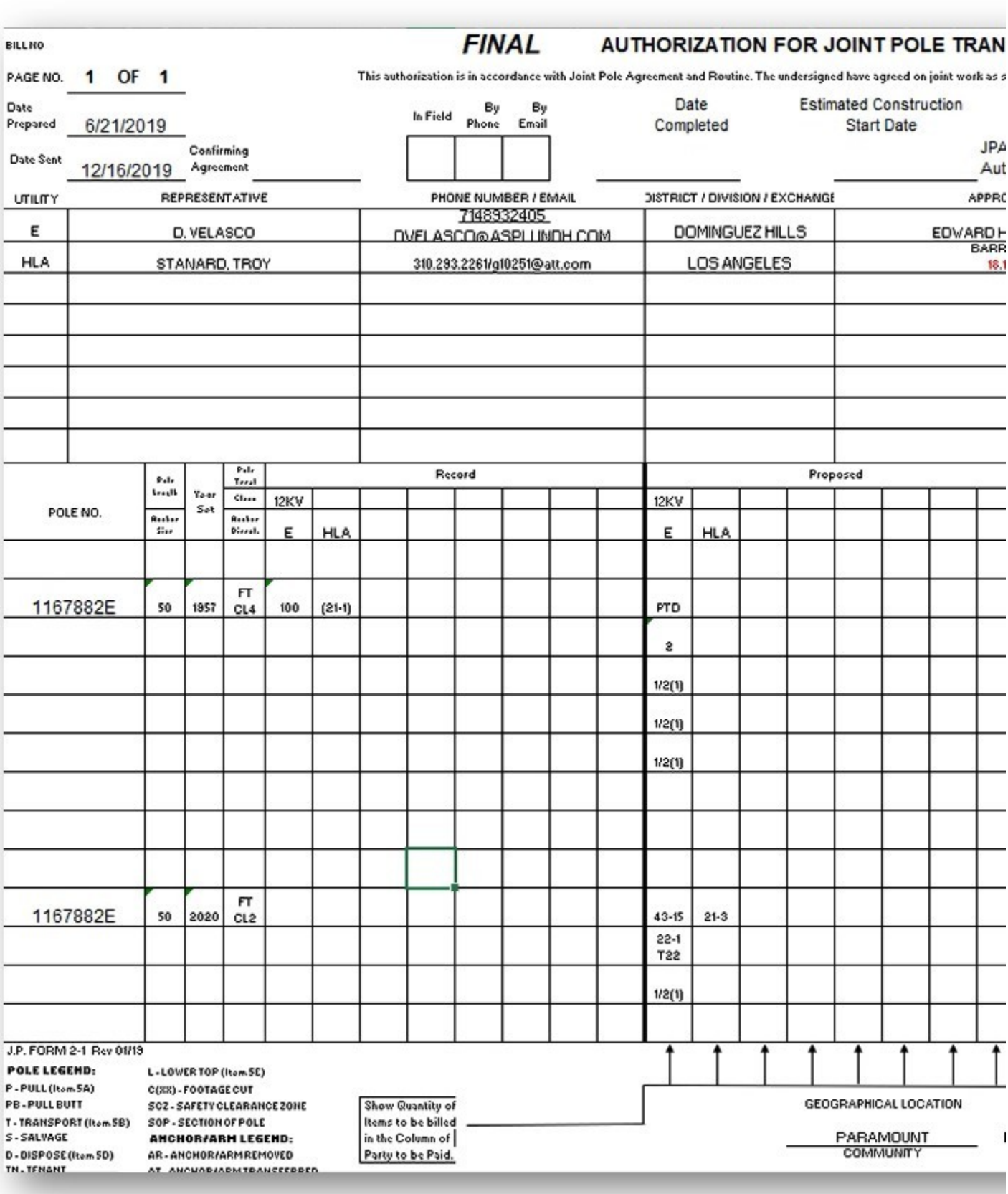
Thank you,
Angela Pranata
Manager of Operations
So. Ca. Joint Pole Committee
909-599-3801 x8
Cell: 909-451-3024
angela@scjpc.net

From: April DeBarge <April.Debarge@sce.com>
Sent: Thursday, June 13, 2024 10:56 AM
To: Angela Pranata <angela@scjpc.net>; 'BLACK, KAY R' <kb6314@att.com>; Kathleen Allen <kathleen@scjpc.net>
Cc: Carla M Stephen <Carla.M.Stephen@sce.com>; Rick Romo <Rick.Romo@sce.com>; Shelby Nicole Mulvehill <Shelby.N.Mulvehill@sce.com>
Subject: SPECIAL BILLING - DEAD RECORD OLD POLE UA (NO RECORD)

Good morning, everyone. Happy Thursday.

We came across another scenario today for special billing. Cannot be SPECIAL BILLING DEAD RECORD because the pole was E-ALL. Would it just be SPECIAL BILLING so the member can take part in the PTD and transfers?

Item 1795: Billing Out of Order Process



BILL NO

FINAL **AUTHORIZATION FOR JOINT POLE TRAN**

PAGE NO. 1 OF 1

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as s

Date Prepared 6/21/2019

Date Sent 12/16/2019 Confirming Agreement

In Field | By Phone | By Email

Date Completed

Estimated Construction Start Date

JPA Aut

UTILITY	REPRESENTATIVE	PHONE NUMBER / EMAIL	DISTRICT / DIVISION / EXCHANGE	APPRO
E	D. VELASCO	7148932405 DVELASCO@ASPLUNDH.COM	DOMINGUEZ HILLS	EDWARD H
HLA	STANARD, TROY	310.293.2261/gl0251@att.com	LOS ANGELES	BARR 18.1

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Class / Anchor Diesel.	Record 12KV E	Record 12KV HLA	Proposed 12KV E	Proposed 12KV HLA
1167882E	50	1957	FT CL4	100	(21-1)	PTD	
						2	
						1/2(1)	
						1/2(1)	
						1/2(1)	
1167882E	50	2020	FT CL2			43-15	21-3
						22-1 T22	
						1/2(1)	

J.P. FORM 2-1 Rev 01/19

POLE LEGEND:
P - PULL (Item 5A)
PB - PULL BUTT
T - TRANSPORT (Item 5B)
S - SALVAGE
D - DISPOSE (Item 5D)
TN - TENANT
L - LOWER TOP (Item 5E)
C(ER) - FOOTAGE CUT
SCZ - SAFETY CLEARANCE ZONE
SOP - SECTION OF POLE

ANCHOR/ARM LEGEND:
AR - ANCHOR/ARM REMOVED
AT - ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

PARAMOUNT
COMMUNITY

april
Be Safe Always...

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

Form 7 / Form 2 – 18.1D Automatic Approval Timeline Issues

18.1D – Time Limits Involving Form 2 Preliminary Joint Pole Authorizations.

Automatic Approval - The Form 2 Preliminary Joint Pole Authorization will be considered approved when 45 days have elapsed from date sent of Form 2 Preliminary Joint Pole Authorization to other Member(s), and there is no written protest or request for review.

A Form 7 can not be used to shorten the the time limits of automatic approval. The time limits described by section 18.4 can not reduce the timeline prescribed by 18.1D.

OPTION 1 FIX:

18.1C Changes After Approval

B) A revised Form 2 shall be used for the following:
- Add owner(s)
- Add pole(s)
- Change from wood to engineered steel pole type (refer to Section 15.7)
- Change in scope of work (i.e. changes causing receiving member to reengineer and/or refield.)

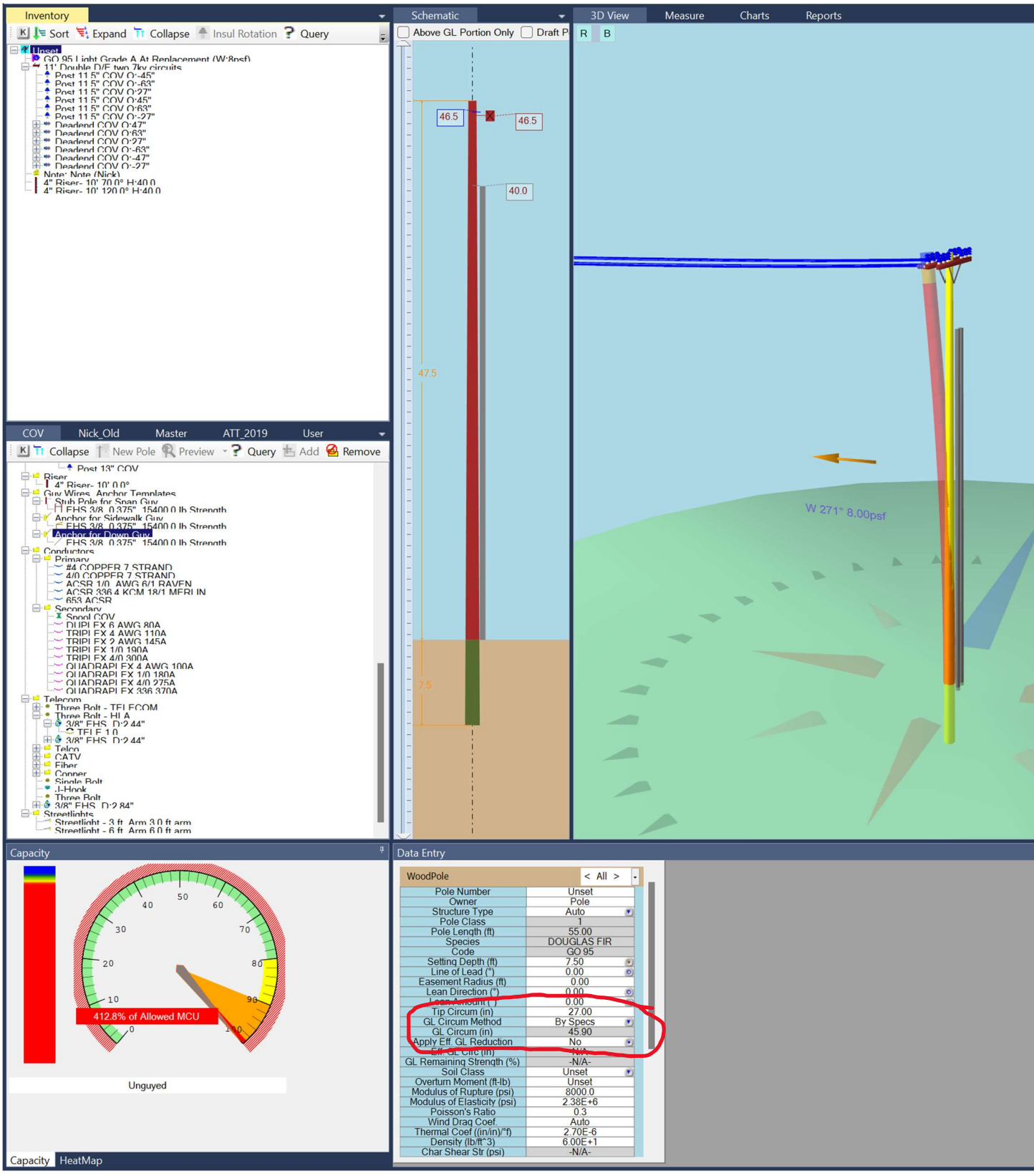
- **Make corrections to Pole loading that require receiving member to reengineer or refield.**

EXPLAINATION OF REQUESTED CHANGE:

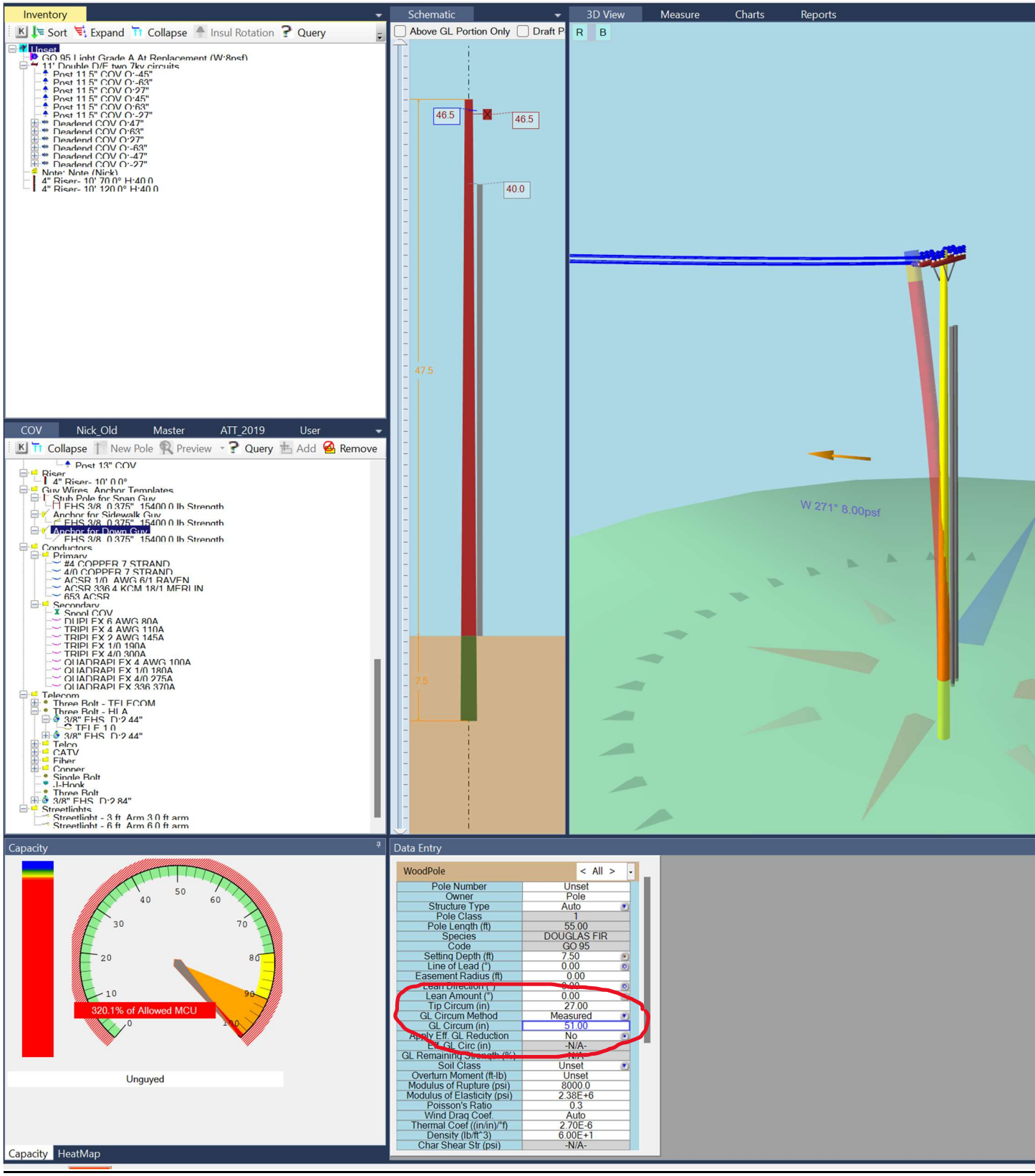
When pole loading is used as a means of denial it usually means there was something missed or an issue with the methodology. From my experience some of the more common issues are:

1) **Incorrect ground line circumferences (would require refielding) – Ocalc provides a minimum for the ANSI value at the setting depth. When I see exact numbers, I know a ground line is modified from the standard ANSI values. See below how modifying the ground line can drastically change the safety factor.**
2) **Incorrect modeling of span guys (would not require refielding)- A span guy carries a portion of the net resultant load from pole1 to pole2. The modeling of pole2 should include the resultant load in the model. Ocalc requires that the value be manually put in or use line design and link the objects. If the automatic mode is set, then the span guy will try to balance the loads of pole2 in the direction of pole1, when the known use of the guy is to back up the loads from pole1.**
3) **Modifying tension values in the conductor properties without using tools or methods of coming up with those values.**
4) **Verifying clearances when using section 4.3 (would require refielding) – when purchasing space withing 6ft of power and indicating the installation of a guard arm or arm, the proposed height of new attachment and height of power need to be verified. This change to the preliminary form 2 can also fall under the "change in scope of work (i.e. changes causing receiving member to reengineer and/or refiled).**

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

2023

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June					1 Utility 1 sends Prelim Form 2 + Pole Loading to Utility 2 & Utility 3	2	3
	4	5 Utility 2 Denies Based on Pole Loading	6	7 Utility 1 Re-sends updated Pole Loading with Form 7.	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22 15 Days from Utility 1 re-sends Pole Loading with Form. 7. Utility 2 does not respond to Form 7.	23	24
July	25	26	27	28	29	30	1
	2	3	4	5	6 Utility 2 responds to Form 7 noting the issue is still unresolved and is still denied.	7	8
	9	10	11	12	13	14	15
	16 45 Days from Preliminary Form 2 Date Sent	17 Utility 1 uses 18.D for Automatic Approval for Utility 2 even though they Denied Preliminary Form 2.	18 Utility 1 starts construction without response to Utility 2's Form 7.	19	20	21	22
	23	24	25	26	27	28	29
Aug	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
Sept	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

Southern California Joint Pole Committee

279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

August 21, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 10:16 a.m. via teleconference. Those in attendance were:**

Ms. Kay Black	AT&T California
Mr. Todd Dailey	AT&T California
Mr. Barry Consulter	AT&T California
Ms. Veronica Romero	AT&T California
Ms. Joy Young	AT&T California
Ms. Silvana Ray	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Ms. Carla Stephen	Southern California Edison
Ms. Shelby Mulvehill	Southern California Edison
Mr. Rick Romo	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Silvia Villasenor	Southern California Edison
Ms. Megan LaMon	Crown Castle NG West Inc.
Ms. Jacqueline Costa	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Ms. Aarize Dizon	Crown Castle NG West Inc.
Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Mr. Jeremy Harmon	Verizon Wireless
Mr. Michael Truong	City of Burbank
Mr. Salvador Zambrano	City of Burbank
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Heidi Seropian	Extenet Systems
Ms. Linda McLean	Extenet Systems
Mr. Alex Parra	City of Riverside
Ms. Yesenia Delgado	Time-Warner Cable
Mr. Ben Coffey	City of Banning
Mr. David Campo	City of Lompoc
Ms. Lynne LaFrenais	Bear Valley Electric Services Inc.
Ms. Alicia Smith	Sprint Nextel/Sprint Communications
Ms. Shawn Henderson	T-Mobile USA
Ms. Tamara Zaki	Boldyn Networks US LLC

Ms. Patti Ringo	Sonic Telecom, LLC
Mr. Johnny Villalobos	M-Power Communications
Mr. Joe Armstrong	City of Pasadena
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Ms. Ortiz could not attend the meeting; however, Ms. Black volunteered to chair the meeting. Ms. Black called the meeting to order at 10:16 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Black opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

Ms. LaFrenais stated she wanted to go over the packet sent out with the minutes where it states the Preliminary Form 2 finalization timeline is 90 days. She stated she has voiced concerns about this previously and would like to voice out more concerns. She stated that she understands if it is just a matter of Communications attaching to poles, where it could happen in that time frame, but for Bear Valley Electric, the type of work orders they generate are for dozens of poles at one time. She stated that they currently have a work order going from San Bernardino through the mountains which required tribal, forestry, CalTrans, and multiple other approvals that took them a couple of years to obtain before they could even start work. Once work started many poles had to be helicoptered in to be placed. She stated it is impossible for them to stick to a 90 day start to finish timeline. She stated she understands they could submit an extension request, but that requires they give a time for when their request will be concluded and there may be unforeseen issues that arise, such as a bird migrating in a nest, in which they need to stop work until that migration period is done. Ms. LaFrenais wanted to know if there is any way they can work through this to allow for the intent for multiple JPA's wanting space on a pole to other issues of just setting the pole. Ms. Black asked Ms. LaFrenais if she was getting this from Agenda Item 4. Ms. LaFrenais stated she was looking at the updates to the Routine packet to Section 4.0 purchase or sale of interest page. Ms. Black stated that she cannot speak for Ms. DeBarge at SCE, but that her understanding was that this document only applied to a Section 4 JPA and asked if what Ms. LaFrenais was describing was pole replacements. Ms. LaFrenais stated it was either for pole replacements or the initial placement. Ms. Black stated that the proposals made by SCE were not changing any of those section codes. Ms. McLean stated that the packet makes it look like once the intent is approved, they have 90 days to complete the work, which sometimes takes longer than that to get everything organized with the municipalities. Ms. LaMon stated that this has been an ongoing discussion, and that last month Ms. DeBarge had stated they were going to take this back internally to re-review. Ms. LaMon stated that Crown Castle and other members also had an issue with it. She stated she believes they cannot really Separate 4.0 from the rest of the process. Mr. Harmon

stated that it is the Form 48, that when they construct, they do not want to bill without the construction happening. He stated that there are members that are not comfortable with the transaction being finalized without the attachment being made to the pole. He stated that there are avenues to resolve these issues, which are not the best or can deny a JPA, but they can cancel the JPA if it is not constructed. He stated that he does not think that most attorneys would agree with a purchase of interest into a structure that they are not attached to. Mr. Harmon stated that it goes against the intent of the Right of Way rules and the new changes to the One-Touch Makeready. Ms. LaFrenais stated if that is the intent then she will hold any further comments until Ms. DeBarge returns with something that all the members can get behind. Ms. Ray stated there were additional conversations they were going to have internally at SCE and thought that it was agreed that this would be tabled at the last month's meeting. Ms. Pranata asked if this would stay in the agenda. Ms. Black stated it would be placed on hold.

Ms. Black stated that the minutes are approved as written, just not the content.

There were no comments or concerns from any members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Black opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Black asked if any members had anything to bring up at this time.

There were no comments or concerns from any members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) – Ms. Black inquired if members needed any examples to be reviewed or suggestions for new examples that are needed. Ms. Black stated there are working on Billing out of Sequence examples, but they are for the next meeting.

There were no comments or concerns from the members.

Agenda Item 4 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Black opened to the members Section 4.0 with Form 48. She stated that this item is on hold for SCE to discuss internally.

Agenda Item 5 – Item 1795: Billing Out of Order Process (K. Black – AT&T California 4/25/2024) – Ms. Black opened Billing out of Sequence. She requested that this be tabled for next month so she can make sure the updates have been made. Ms. Allen stated that members have been submitting JPAs with Section 13.1 for Billing Out of Order or emails asking about it. Ms. Allen has not answered the emails because it has not been approved and the members should not be submitting them yet. Ms. Smith asked how the members should handle

those when they come across them. Ms. Allen stated that it is still being talked about in the meetings but if the members agree they can go back to the original process because multiple members are submitting by the new way that has still not been approved. Ms. Allen stated the old way was under Section 18.1D which they can continue to accept that. Ms. Allen stated she could send Ms. Smith the documentation on the old way after the meeting. Ms. Black stated that one of the reasons she had a hold-up with this was that she was trying to find different examples. Ms. Black stated that if Ms. Allen has received some, she wanted to know if the members had any issue with her forwarding them to her to see if they would apply to the different scenarios that the subcommittee wanted to create. Which would assist her in being able to complete this faster because she will not need to recreate it. Ms. Smith stated she was ok with it. Ms. Allen stated that she had a suggestion. She stated that if they could agree upon the header and what to put in the body, then just make them as they come up so that members can start submitting them so they can be billed. She stated she had one member inform her that they had over hundreds of JPAs they are waiting for this process to be approved. If the members come up with what they need in the header and body and as they come through continue to make examples. Ms. Black stated that they already have that, so she made a motion to send this to the Administrative Board Discussion next month. The members agreed. Ms. Black stated that she could forward the word document & excel to Ms. Pranata to be forwarded to the members for review for Discussion. The members had no other comments or concerns.

Agenda Item 6 – Item 1797: Reasons for Denials (M. LaMon – Crown Castle 6/20/2024) – Ms. Black opened the floor to Crown Castle. Ms. LaMon stated that Crown Castle was getting denials with requests to send a new date sent and that there should be some more clarification for this. She stated that they have had issue getting pole numbers from members due to no response, but that if they can show they made an effort to obtain the pole number, which should not hold them up from sending the JPA if they are including the location of the pole. Ms. LaMon stated that perhaps one of the joint members could help with identifying the pole. She stated the clarification she wanted to make was if there is a request for revised pole loading that will require a new date sent. It would be a valid reason. Ms. LaMon stated that she also added “revisions to the above stated requirements may be made through the F7 form, unless otherwise notated.” Ms. LaMon stated this is to help clarify when they would be required to send a new date sent and when it is not necessarily required. Mr. Van Stryk stated he would change the word revision to the word update. Ms. Black stated that when they have a “bill first” scenario they send their red lines back on their approval and should be something they add to the final bill or when it is being written up. Then Ms. Black read the note added by Crown Castle states a “bill first” note should not require a new date sent. Ms. LaMon stated that the scenario would be when another owner is notated on the JPA already and are in

the header they are just missing the note in the location and nature of work. Mr. Harmon stated they would be fine to not change the date, but wanted to know how the pole number would get completed. Ms. LaMon stated that if it is jointly owned by multiple members then possibly another member may know the pole tag and it was possibly removed in the field at some point, but otherwise it would have to come from the base owner. Ms. LaMon stated that after multiple attempts at getting the pole number, maybe sending the final JPA could be the push needed to get a response. Ms. Black stated she had this issue with SCE and that they were sending the requests to SCE's new unmanned email address because that is where AT&T California thought they were supposed to go, but that Ms. DeBarge informed her that pole number requests go to her. Ms. LaMon stated that Crown Castle has found contacts at LADWP and AT&T California who can help them identify pole numbers, which has helped them in closing out old JPA's, but that there is not a clear contact list. She asked if the members could provide a specific contact for this that is not just going through an unmanned inbox. Ms. Black stated that she would also include other miscellaneous items like pole tags or copies of past JPA's. Mr. Picazo from SCE stated that if the members ever need that information, they can always reach out to any of them as well and that each member has an assigned SCE representative they can reach out to. Ms. Black asked if the members need to update the member contact sheet with another field for miscellaneous items. Ms. LaMon stated that Crown Castle is using their own internal list that they use but that it would be great if each member could call out a specific contact that can get information out more efficiently, that would be helpful to all the members. Ms. Black stated they will create an action item for Ms. Pranata to update the contact sheet with that field. Ms. Black stated that she could work with Ms. LaMon on what to call it. Then Ms. Pranata can send an email request to all the members to respond with what information she should fill in for each company.

Agenda Item 7 – Miscellaneous Issues –

- **Time limit & 18.1D clarification for Form 2 and Form 7** (N. Van Stryk – City of Vernon 5/23/2023) Mr. Van Stryk stated that essentially, he wanted to add a line to Section 18.1C that pole loading provisions would require a revised Form 2, but that the changes were never made. Ms. Black asked if the point is that a clock gets restarted on a revision. Mr. Van Stryk stated he would like Form 7's to not be able to update pole loading. Ms. LaMon asked if this was covered with a new date sent with the revisions she made. Mr. Van Stryk stated that this had come up before and there was talk about closing out this item, but this was the only thing pending on it before he could close it out. He believes there was an initial pushback because the members did not like the idea that they could not use a Form 7 to update pole loading

anymore. He stated that is why he added that it would require the receiving member to reengineer or re field. Mr. Van Stryk stated that this could go in conjunction with Ms. LaMon's suggested changes. Ms. LaMon asked how the issuing member is supposed to know if the receiving member is required to reengineer the pole based on their revised loading. Mr. Van Stryk stated it is kind of a grey area, but for the most part it would be height class, drawn on circumference, line tension values. Ms. LaMon asked that if any revisions are required to the pole loading, that Mr. Van Stryk is requesting that a revision JPA be sent. Mr. Harmon stated that technically a pole load revision could affect the grade and space where they may need to add something so it would make sense that the Form 2 be provided to elicit the change. Mr. Van Stryk stated that Section 18.1C is for changes after approval, so it is probably a rare circumstance where the pole loading would change after approval but in the cases where it is it should probably require a new revised Form 2. Ms. LaMon stated she thinks that she was overlooking that and it was after approval. Ms. Black stated that she has always assumed that if they have to change their loading that they had to resubmit with a revision and the clock starts again. She asked if that was not the case. Mr. Van Stryk stated that is how he has taken it as well, but that it is not explicitly written. He stated that some members have used Form 7's as a method of making revisions to pole loading, which would reduce the amount of time they have to review to 15 days rather than 45 days. Ms. LaMon stated Crown Castle has received requests to resend the Form 2 with a new date sent, so she believes there does need to be a distinction as to whether it should be a revision JPA or just a secondary submission with a new date sent. Mr. Van Stryk stated personally he does not like the new date sent because it messes things up when he gets two Form 2's that are the same identification but two different dates. He stated he prefers the revision part as opposed to changing the date sent. Ms. Black stated AT&T California messes their loading a lot and will have to come back with an REV1 even REV2 at times. She stated she agrees with Mr. Van Stryk that if they keep calling it the same number they would not be able to keep anything straight. Ms. LaMon stated that it does keep it more organized and that she could revise her revisions to stated instead that it would require a revision JPA rather than a new date sent to align with what was just discussed. Mr. Van Stryk and Ms. Black agreed that this would work. Ms. Pranata updated Ms. LaMon's revision to state "request for revised pole loading will require a revised Form 2."

Ms. Black asked if they would still require the change to Section 18.1C or if this change would work. Mr. Van Stryk stated that this worked and that they could remove his miscellaneous items because both issues language-wise have been resolved.

- **GO 95 Rule 94 Clearances on Strand Mount Antennas** (Lex Treepaisan – Frontier Communications & Jeremy Harmon – Verizon Wireless, moved from Routine Revision -3/15/2023, moved from Compliance – 6/20/2024) Mr. Treepaisan stated that he will have to get with Mr. Harmon to put something together in the next meeting or two. Mr. Harmon agreed.
- Ms. Black asked if there were any other miscellaneous items. There were no further comments or concerns from the members.

Agenda Item 8 – <u>Review of Action items</u>/JPA Alerts –

- Ms. Black to forward the updated Billing out of Sequence edits to Ms. Pranata to forward to the members for the next Routine Revision meeting. If any members have issues, it will be removed from next month's Discussion if not, they will move forward.
- Ms. Pranata to update the member contact sheet with a new field that Ms. LaMon and Ms. Black will email on. The members are to send back what they would like populated for their company to handle those items.

The Meeting adjourned at 10:56 a.m. until September 18, 2024.

<u>Transcribed by Anali Spencer – Committee Staff</u>

Item 1793: Section 4.0 with Form 48

Item 1793 Section 4

Updates for Routine

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Joint Pole Authorization shall be billed and finalized within 90 calendar days from the Date Sent of the preliminary.

18.7 Form 48 - Notice of Work Completed

Where no construction was performed (records only, i.e. section 4 Purchase and Sale of Interest) ~~5.1C) a form 48 does not need to be issued.~~ the JPA shall bill 45 days from the JPA date sent. If Form 48 is not required, i.e., 4.1, 5.1C, write "Form 48 Not Required" or "F48 N/R" on the Final. For all other changes a Form 7 should be utilized and sent with a Form 48. If Form 48 is not issued within 30 days, 18.1F may apply.

18.1-A Preparation of Form 2 Preliminary Joint Pole Authorization

(v) Records Only Form 48 with Purchase of Interest Authorization.

18.1-D Time Limits Involving Form 2 Preliminary Joint Pole Authorization

- The return of Form 2 Preliminary Joint Pole Authorization for Purchase of Interest should be sent to all members involved.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

Purchase of Interest Cancellation

The time limit for finalizing an Authorization shall be 90 days from date issued. At the expiration of this period, the following procedure should be followed:

- JPA is automatically canceled if no communication is received from initiator requesting extension.
- Initiator may request an extension when a memo is pending, or awaiting valid pole numbers, or other pertinent data required for final billing. Extension request must include a reasonable timeframe and requires mutual agreement in writing, or cancellation stands.
- Extension of Purchase of Interest billing does not prevent another member from finalizing their own JPA that may have been waiting for said JPA to bill (bill before/after is void).
- When time to final bill is excessive, a Form 7 may be sent by any member involved canceling the JPA.

What about ANT purchase, 3.15, takes a bit longer than 90 days. Why does it take longer to review the ANT portion? If separate groups, should be separate process? Power application and JPA application.

18.2 Form 2 Final - Initiation

The Member initiating transaction shall transmit one copy of this form, which shall be an original Southern California Joint Pole Committee authorized typed or electronic document, to Joint Pole Committee, specifying work as completed under approved Form 2 Preliminary Joint Pole Authorization not less than 45 and no more than 90

calendar days after sending the completed Form 48.
After 90 days 18.1F may apply. Exception section
7.6 and Purchase of Interest can be final billed less than 45 days.

Clean Up

Includes all JPAs submitted 6/20/2024 and prior. Members are to continue working together to bill or cancel all aged Purchase of Interest JPAs.

- The need for Form 48 is waived during this cleanup period.
    - If approval for purchase has been received, submit JPA for final billing.
- To the best of each member's ability, a quality final should be submitted to the JPC for billing.
- Memos are to be addressed promptly.
- Special billing will be utilized for JPAs that bill out of sequence.

Here are some problems we have run into during cleanup and the steps taken to resolve:

- F48 received for previous 18.1E.
    - Let the member bill it. The goal of cleanup is to final bill.
- F48 for previous denied pole loading.
    - Let the member bill it 4.1. It is the member's responsibility to comply with pole loading requirements. We are holding the member responsible for having made needed corrections on the documentation and field conditions, if applicable.
- F48 where SCE denied for pending replacement.
    - Let the member bill it 4.1. If pole is found overloaded during next inspection, it will be replaced, may be at that member's expense, if they overloaded it.
- F48 for JPA not previously received.
    - Let the member bill it 4.1.
        - SCE needs a copy of the JPA with 45 days to review and provide any corrected information to the member. Change to 4.1.
- SCE is not awaiting members to bill their JPAs prior to our replacements. Member will be added to the E JPA, 7.7. The reason for this is SCE has already been waiting months and years for a member to bill before. Members have a high return rate (memo) and lengthy bill before/after lists of their own tied to said pole(s).
- Memo rate may go up during cleanup.
    - This is to be expected, so we should all be prepared to deal with it. Utilize SPECIAL BILLING, matching the ACTIVE record for purchase of interest JPAs, and matching the DEAD record for replacements, where applicable.

Item 1793: Section 4.0 with Form 48

Active JPAs submitted to SCE

Based on 18 months from Date Sent	
Year Timed Out (18 months)	Count of Notification
2011	133
2012	27
2013	43
2014	86
2015	75
2016	154
2017	217
2018	655
2019	1483
2020	2087
2021	1853
2022	932
2023	801
2024	1447
2025	1109
Grand Total	11102

Item 1793: Section 4.0 with Form 48

5/14/2024 Notes Shared during May Routine Meeting

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine for section 4. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach according to their project plans, abiding by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners.

- **SCE moves for an immediate commencement of a Records Only F48 with all 4X purchase of interest JPAs.**
    - SCE wanted this to begin in January 2024, to start the year fresh, but the delay has been the ongoing conversations during the January, February, and March meetings up until now.
        - To date for 2024, SCE has received 4267 4X poles (520 JPA) that continue to create the traffic jam of bill before/after, with 158 bill before/after tasks associated with these new JPAs.
    - As a base owner, SCE does not require a member to attach before owning space. However, SCE does require a member to be a joint owner in a pole before making attachment. No wires or fixtures whatever may be placed on a pole without joint ownership in the pole.
    - The timely final bill of a member's purchase/sale JPA will deliver said monies to base owners and/or other joint owners on record and will establish said member as a joint owner in that pole. Upon final bill, the SCJPC pole record will reflect a member as a joint owner in said pole, at which time, member may begin attachment as a joint owner in said pole.
- **Section 10.9 and 3X setting of ANC and ARM will not hold up 4X.**
    - With the current ROW, **rearrangement** of facilities is allowed without any update to the joint pole record. Grade is not as important as it used to be.
        - During any litigation, the question is asked, who are the joint owners on record and were/are they attached. Specific HOA does not play a vital role in those types of conversations. While we do strive to have an accurate record, in today's age, it is not likely.
        - Though a 13.3 could be created to correct the grade/space, it is not a requirement, as the grade/space would be documented on the next 4X or replacement JPA.
    - As far as ANC along with purchase, if you are proposing the setting of a shared ANC and you get that approval, bill it. If at the end of your project it is decided an ANC is not set, that is an issue to be worked out through the joint owners of that ANC, which reasonably could require a 13.3 JPA to clear the record of the shared ANC.
- **Liability**
    - In the case of equipment on a pole causing damage to property or communities due to overload or natural disaster, all joint owners in a structure may be included in the conversations to assess attachments and sequence of events. Having a pending JPA opposed to being on record does not preclude a member when/if this occurs.

  - As a joint owner, you will be required to participate in maintenance and inspection programs, whether you have attached or not. The recurrence of these programs is minimal and would normally not recur multiple times prior to your attachment if your attachment is within a reasonable timeframe. While SCE cannot dictate how a member runs their business, perhaps consider purchasing interest closer to the timeframe of attachment, if this is not ideal for your company.
  - Member taking part in replacement though not attached. This is part of doing business. Consider how often this happens, and also consider the member will be attaching to a new, sound structure.
- **CleanUp**
  - Thank you, everyone, for your clean up efforts. Well noted. We appreciate the collaboration.
  - SCE is not granting any extensions for attachments being made. Since 4X is purchase and sale, extensions are not needed.
  - Billing out of sequence.
    - It was said "I should be able to bill my JPA before another member and not have to wait on another member…" We have the Bill out of Sequence process that has been reintroduced from 2012. Please use it.
    - It is not reasonable for SCE to hold up billing on a replacement JPA waiting for a member to purchase interest into an old pole *that is no longer in the field*.
      - SCE will continue to move poles from foreign JPAs where it makes sense to do so. You should begin to see more F7s for this and R01s, as applicable. You may continue to connect with us regarding this as well. If you have multiples, a spreadsheet with the request is acceptable. Have that conversation with your SCE regulatory representative.
- **Moving Forward**
  - Records Only Form 48 is required with a Purchase of Interest JPA. JPAs received without the Form 48 subject return to the initiator denied.
  - *Not needed to begin the revised process*, but some considerations in the Routine Handbook so this never happens again.
    - **Section 4**: All Purchase of interest (section 4) shall be billed and finalized within 90 days of the date approved or by 18.1-D.
    - **Section 18.2 Form 2 Final – Initiation**: We believe is clear: final bill no more than 90 days from F48.
    - **Section 18.7 Form 48**: Records Only clarification
    - **Section 18.1E**: Cancellation
    - **Section 7**.8: look into purchase into within 1 year.
- **Other Concerns**
  - How integrated into the Routine, sec 7.8. N/A during cleanup – these are aged JPAs.

Item 1793: Section 4.0 with Form 48

Process Flow

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated ~~3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*~~
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

PROPOSED 4X PROCESS FLOW	SCE	JPC member comments 3/20/2024	BLUE: JPC Meeting comment	GREEN: Member's feedback from conversations outside JPC meeting
		Concern that this could create a system where space is being reserved. Space is being purchased for use. Members purchase space to attach and conduct business. Reserving (hoarding) space would be purchasing with no plan to use, whether it be attaching own facilities, renting, or selling. This could also create **liability**. *If a member becomes an owner without physical attachment, they are liable. Liable for what?* Liability comes in if there is a GO95 infraction, it fails - if member is on the record but not on the pole, they would still take part in the replacement… Attorneys for companies don't want them owning space and not be attached? Price of doing business. Currently members are making base owners liable by attaching without authorization and also without a valid pole card update. **Perhaps need to fix the closing of JPA issue, to become official members**. This *is* a fix to the closing of the JPA - closing out purchase and sale at the time of signatures/18.1D. At that time a member becomes a joint owner in that pole. A member should not be attaching to a pole if they are not a joint owner on record. A member becomes a joint owner on record when their JPA final bills, not when they attach.		
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.	**24 months for section 18 - - reduce to 9 months**. **F7 to extend timeline - after 24 months cannot request extension**. Base owner could (and will) deny JPA after 2 years, UA… ROW rules. Must use space within 9 months. *planning to build and 9 months have gone by, at that time another company can use that space.* Any timeframe of attachment prior to purchase/sale does not fix the issue of (1) base owner being made whole (2) interfering with other member's ability to bill their JPAs. **Transaction of money**: buy in 4X, need replacement, need taller, etc., takes a long time. What's the expectation? Scenario shared of 6 years to replace a pole. That's too long - replacement construction has not begun, rules of 18.1E cancellation apply. Have 9 months to attach. Once you submit, its approved, 9 months to attach. If you don't send final within that timeframe someone else can buy. There is a ROW rule that states this. Require F48, must come along with the F48 with all the revisions. ROW ruling is clear, once you get approval you have to attach within 9 months or you give up space. Initiator starts the process over. Submits FINAL. Hesitation from 18 months to 3 months. *But the reduced timeframe is for purchase and sale, not attachment. Member still has extended time get permits, and do everything associated with attaching, which is outside the purchase and sell of the space.* How about 120 or 180 days? 90 day TA is doable in theory if no memo back and forth.		
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*	Each project has **allocated funds** and if it takes years to close the project funds have depleted. Billing upfront ensures purchase of space funds are properly allocated. 2nd F48 not needed - just like 3.1, no F48 required for attachment. For what reason would it be required? The "work" of the section was 4X, which was completed upon approval with the finalization of the JPA - money paid, pole card updated. For old JPAs, 181.F is in place. Approved, but not built - cancel. This is for construction - should not apply to attachment, however, it was a bandaid used for members who were not billing their JPAs within 18 months. Only want 1 F48. Work is contracted out; limited amount of time with that contractor. By the time attached, can't go back and say now send us a F48. Use the Records Only functionality of the F48. Compromise on timeline before penalization. Moving forward this is the proposal. How to address the backlog.		
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.	Some denied poles, not all, may cause a total reroute, so the whole JPA would be canceled.		
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.	Backlog - maybe contractor doesn't acknowledge the denial. Or the contractor has moved on and now the member has no record of a denial… Should be 4.1. *But was the denial due to safety? Member should not be attaching when denied, period, but so much more of a concern if due to safety* I should be able to bill my JPA before another member if I have attached first. I should not have to wait on another member to bill their JPA. Same applies with replacement… New pole is set. Why are we waiting for a member to purchase into an old pole that is not there?		
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.	like the idea of moving to another JPA. Initiator can set a temp pole. Some replacements take too long. Can they be put in a higher queue based on member need? Initiator may pursue a temp pole until the replacement takes place, at which time, the member would be notified via F48, only if they are on the replacement JPA, so it makes sense to be added to a replacement JPA.		
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.	Money back guarantee! The ROW is for the whole state of CA. 9 months. This would cover the member's purchasing space and not using it. You have x amount of time to close these jobs. JPA would have to be finaled. If you do not attach within 9 months, you can lose the space. Forced to relinquish. *The space is noted in the SCJPS database? And paid monies go back to initial iniator? There is plenty of "unattached to" space on record at the JPC.*		
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.	Members have options at this stage: section 4.4. on the purchasing side, if we see another member has space owned and is not attached, we would 4.4, and forge ahead, or add 5.1 for them to sign off on, if they really want to keep the space, they can deny our 5.1, then there is 10.9 to rearrange.		

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

Topic	Notes	Routine Meeting Year	Page
Unbilled JPA	Ms. Hernandez inquired as to the proper procedure to take when encountering the situation of a member who is not final processing a JPA upon completion. This practice by members is hindering the processing of other JPAs. She also stated that without the processing of the JPA, a member is conducting business without paying the costs. Her question is whether this situation should be addressed in the Routine Handbook, and if there is a time limit to final a JPA.	2000	6
Unbilled JPA	back in the day: the impact on member utilities when a JPA is not completed within a reasonable time. Ms. Dell responded stating that many times one single JPA that is not final billed, could be responsible for the delayed processing of several JPAs. She said that something is needed in the Routine Handbook that will motivate members to complete the JPA process. There is a revenue impact in that members are not getting paid as promptly as they could…in the past complaints were handled at Board meetings, however; it proved to be counterproductive…	2000	11
Unbilled JPA	18.1F: SCE has 3,500 foreign JPAs...He instructed his staff to separate those JPAs that are pending, and notify the initiating member to either final bill or cancel the JPA, or SCE would final bill the JPA exercising section 18.1-F. His objective is to decrease the backlog of foreign JPAs, which ties up resources due SCE, and other members.. Failure to Final JPA upon Completion of Construction was removed from the title… this situation was creating additional, unnecessary work among their staff. It seems in Jun3 of 2005 the handling of 18.1F was ineffective, causing extra work for all members involved, so there was a suspension of the section at that time, to restructure the process of handling these JPAs.	2005	10
Unbilled JPA	The members discussed extensively, the concern of final billing JPAs out of sequential order, for clarification. This issue would be discussed further.	2007	13
Unbilled JPA	originally the 18-month time frame was instituted in a two-party world; however, today the wireless bear the majority of the research, the 18-month time frame appears insufficient. She further added that in the near future, she would like to address the possibility of extending the time frame. It was agreed to discuss this issue at a later date…. Ms. Jennie Davis from DWP stated that her organization has many outstanding foreign JPAs.	2008	5
Unbilled JPA	He described a scenario to the members where a member initiated JPAs in 1999 and never final billed them, in the interim SCE replaced the poles with lightweight poles and discovered the member unauthorized, and corrected the problem. He inquired, in this type situation, what constitutes an unauthorized attachment should a pole be involved in litigation, and if this is an unauthorized attachment. Ms. Prouty responded that when all the members have signed and approved the JPA, the document is legally binding whether it was final billed or not. Mr. Chow inquired if it appears fair that when a member is discovered unauthorized, that in the interim, the legally attached members funded the maintenance while the illegally attached member did not pay maintenance for the specified time period. The members agreed that this scenario appears unfair. Ms. Chow stated that attachment is a two way process, 1) request attachment, and 2) pay for it...outstanding JPAs contingent on other JPAs being final billed. Ms. Hernandez stated that tracers should be utilized to aid in this situation. Ms. Prescott stated that perhaps members request a deposit on the front end of the process...	2008	6
Unbilled JPA	the lack of response within the time frame due to lack of resources has historically been the cause of members not following the Routine	2008	38
Unbilled JPA	Section 4: He further stated that construction does not have to be complete in purchases to issue a Form 48. He further added that he and Mr. Wolfe have discussed instances of purchase of interest, and perhaps another approach toward purchases could be entertained with the possibility of revising the process of purchasing interest. Mr. Cashmer questioned if construction is not complete, a Form 48 completion is required? Mr. Chow responded that per the Routine, construction verification is required prior to completing a Form 48 for the ability to finalize a JPA. He added that perhaps to circumvent delays in purchase of interest JPAs only, once the JPA is approved, then after the 45 days period has elapsed, that specific JPA must be finalized. Ms. Hernandez interjected that it is permitted to complete a Form 48 records only. Mr. Wolfe stated that this method is utilized in the North...Ms. Haney presented a scenario where NG reserves space on a pole, and might build in a year or two. However, in the interim, NG has taken the last available space on the pole, and now T-Mobile desires to attach. She added that now it is incumbent on TMobile to replace the pole, because NG has reserved space. How often has this occurred? Mr. Wolfe responded that the space belongs to NG, and there is nothing to compel NG to sell their space. Mr. Rodriguez stated a situation where NG and T-Mobile desired space on the same pole, which required replacement. In order to determine who would bear the cost of replacement, it was confirmed who was first to submit their proposal. In this situation is was NG first with T-Mobile following, and T-Mobile was obligated to arrive at a Plan B…. Ms. Hernandez stated that the idea of reserving space is good, however, it should notate on the pole record the space reserved. This would allow planners to know that space is owned, even though the owning party is not attached….	2008	54
Unbilled JPA	Section 4: He added that per Mr. Wolfe's suggestion in regards to purchase of interest, there is no need to wait until construction is complete before finalizing a JPA. He stated that after some thought; he is of the opinion that there might be other sections that could fall under this scenario, such as relinquishment where the sale or relinquishment is not dependent on any work being done...aid in expediting the JPA process...where members initiate the JPA, attach facilities, but do not finalize the JPA, in the interim they do not share in maintenance costs, only the owners on record bear the costs…finalizing the JPA and getting money exchanged. Ms. Hernandez recapped stating that today members are able to initiate a records only JPA. If there is no construction, there is no need to wait thirty days to final bill if all signatures have been acquired...	2008	61

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Unbilled JPA	Mr. Rodriguez responded that in the wireless world, 18 months is not sufficient time. He added that it takes about two years to get entitlement, so the wireless members are unable to construct. Mr. Wolfe suggested that if the wireless members in the two-year interim discover that they will not utilize the pole space, to relinquish it since it is a small portion of construction expense. Mr. Rodriguez questioned if Mr. Wolfe is suggesting finalizing JPAs prior to construction? Mr. Wolfe responded in the affirmative...Mr. Wolfe stated that there are obligations that if you reserve space to construct you enter into ownership. Mr. Chow stated that he agrees with Mr. Wolfe and Mr. Hunter that an open time frame for finalizing 4.0 is unacceptable from an owner's perspective...If you initiate a JPA you are an owner. Mr. Wolfe responded that until you finalize the JPA you are not an owner on record. Ms. Hernandez stated that the JPA is a pending JPA even if you are not an owner on record. Mr. Hunter responded that until the JPA is finalized one couldn't finalize subsequent JPAs that follow. The holdup is sometimes five to six years later. Mr. Wolfe reiterated that by reserving the space by finalizing the JPA is the right thing to do. Mr. Rodriguez stated that paying a reservation cost up front is not a problem, but paying for all the other costs of construction does not sound reasonable if the work would not be done for two years...Ms. Haney stated that she is certain that her organization would not agree to costs for construction that has not yet transpired. Mr. Wolfe responded that leaving JPAs floating is clogging the system and this is not the original SCJPC design, or to instill an automatic cancellation. Mr. Chow stated that reserving space, and inhibiting other members from using the space, and this includes fellow wireless members, there should be an associated cost up front... The members discussed the difficulty for the wireless members and the problems for the base owners...	2009	52
Unbilled JPA	He added that he would be proposing for section 4.0, that after the JPA has been reviewed and approved and there are poles that require special attention, that they should be removed from the JPA and addressed separately. This would leave a JPA where the purchasing party is able to move forward. After the 45-day period has elapsed, a member party to the JPA is able to finalize the JPA...	2010	6
Unbilled JPA	Mr. Chow reported that he has contemplated two methods for this billing. One is a fundamental change to how members are to operate, primarily those major pole owners. The method would be for purchases of interest only, that the selling party would be responsible for completing the final JPA. He added that the major communications members might be of the opinion that the purchasing party should continue to final the JPA. He added that it could continue as is where the purchasing party final bills the JPA, with the caveat that the selling party is to have the option of final billing the JPA, as any other member party to the JPA.	2010	11
Unbilled JPA	The purchasing of poles, 4.0, prior to attachment and any work completed, records only type job. She suggested in a 4.0 JPA to move forward with final billing without waiting for the Form 48, since the space is being reserved. She added that a Form 48 can be submitted noting "Records Only" on field work required, then final bill. In her opinion this should be stated in the handbook. She reported that Mr. Chow proposed members must purchase the pole if they want to reserve the space. If another member chooses to purchase, that member with reserved space is joint on the pole…	2010	15
Unbilled JPA	Section 4: Purchase of Interest for future use Ms. Hernandez stated that if her organization issues a Form 48 records only and on the remarks state the desire is to purchase space for an antenna to be built and complete at a future date, but the final bill would be as originally written. She added that this process does not delay other JPAs from being processed in the proper sequential order. Mr. Chow stated that he and Mr. Wolfe had discussed the topic of purchase of interest JPAs. He added that both agreed that this situation does not necessarily dictate the purchaser build to final the JPA. He added one could own space and not be attached at that moment in time. He added with that in mind, he and Mr. Wolfe agreed that one could purchase and attach when desired. He further added that this process is in place today, and if one realizes that in the future they no longer desire the space, there is the option of relinquishment. He added that this process has been in place and works successfully.	2011	21
Unbilled JPA	Ms. Hernandez then moved on to the second agenda item, Interpretation of Routine Handbook. Ms. Hernandez stated this issue is a standing item and addressed at every meeting. This issue addresses any foreign JPAs that should be and are not yet finalized. She reminded the members that it was decided at prior meetings that a JPA may be final billed even if construction is not complete to reflect purchasing the space. She inquired if any members had any other comments or concerns. There was no discussion on this item	2012	11
Unbilled JPA	Section 4: Mr. Chow suggested the if members wanted to purchase interest but not yet construct a section 4.0(A) be created and used for such instances.	2013	30
Unbilled JPA	currently members could potentially construct on a pole and not pay for it for multiple years until the JPA final bills. Ms. Prescott suggested the billing portion of the JPA process happen upfront. She explained, members would purchase space and be billed for it but the JPA would be pending until construction was completed. Ms. Prescott stated with this process, members would always know of any pending jobs on a pole. Mr. Eastwood pointed out under the current system Telecommunication companies are not required to notify owners if construction has occurred within the space they own, as long as it passes loading.	2014	3

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Unbilled JPA	After some discussion, it was suggested to final bill the JPAs records only. Ms. Hernandez stated the records only discussion led to pole loading discussion. She explained the pole loading discussion was if a record only pole record was created and another member wants to add or attach to the pole, the pole record would not reflect what is in the field. Ms. Hernandez also reminded members of the issue of notifying other members once the work is complete and the pole loading is up to date. Ms. Prescott stated one of the reasons for implementation of this meeting was to find a way to purchase space and receive payment for said space while the JPA is still pending completion of construction. Ms. Prescott continued, stating members would also be able to participate in maintenance since they would be owners of record... Ms. Prescott clarified; a preliminary Form 2 would be submitted showing the amount of space needed, a bill of sale created to show ownership, and a new form created for notice to construct. Ms. Prescott noted once the notice to construct was submitted, this would notify members to submit pole loading and the show what their intent is within their space. A Form 48 would be submitted notifying members of completion of work...only have this policy for purchase of interest section 4.0. She noted this could be a change in process on how Form 2s are issued. Ms. Prescott stated the idea behind this way of processing JPAs was to separate purchase from construction. The members discussed if the routine had to change should billing and construction be separated. Ms. Prescott suggested if the routine remained the same, the implementation of a notice to construct and a notice to purchase be added to the routine... Members would not need to keep record because the JPC database would have the pole record. Once members were ready to construct, the pole loading should be submitted with a new JPA indicating said member was ready to construct. Since before and after a member purchases nothing on the pole changes, the ready to construct pole loading will help members verify the facilities on the pole to ensure the new work can be completed without overloading the pole. After construction verification, an adjusted final bill would be submitted with itemized costs.	2014	7
Unbilled JPA	power companies had foreign JPAs that were not being final billed. She continued, explaining this was an attempt to reduce the backlogged JPAs by potentially final billing them under the proposed section 4.0(A) “records only.” Mr. Eastwood stated communication companies want to reserve space. The power companies want members to participate in maintenance costs and have JPAs submitted in a timely manner. Mr. Eastwood believes the best route to take to achieve the reservation of space, participation in maintenance costs and processing finals in a timely manner, would be the implementation of 4.0(A).	2014	10
Unbilled JPA	Section 4: Mr. Chow stated currently nothing is in place requiring members to notify other owners if adding facilities for sole benefit. Mr. Chow stated a key portion to the proposed 4.0(A) is pole loading, and verifying what is in the field is what is retained on record. Ms. Hernandez suggested amending the verbiage for section 18.1F removing the completed construction clause allowing the JPA to be billed 4.0(A)...because when a job is designed it has to take into consideration everything that could reasonably be put on that pole. Mr. Chow continued, stating because there is knowledge that the other member purchased interest, their pole loading also needs to be accounted for. Ms. Hernandez suggested Sharefile as a way to view pole loading making calculations readily available for all members to view...He continued, suggesting revising the verbiage in section 4.0 to include the implementation of a timeframe.. suggested members could purchase space, participate in maintenance, and submit pole loading for what is in the field. If the members entitlements do not happen or the job is canceled the owner can relinquish the interest. Mr. Chow reminded members the item was in association with foreign JPAs...Mr. Chow inquired if a foreign JPA does not get billed would Edison be able to issue a Form 48 and bill the JPA records only 18.1F. Ms. Hernandez stated after the timeframe passed Edison would be able to issue a Form 7 indicating the timeframe passed and requesting the JPA be final billed by the next billing cycle or the JPA would be final billed by Edison 18.1F. If no response is received from the Form 7 Edison would be able to move forward in billing the JPA 18.1F...	2014	24
Unbilled JPA	the process is already outlined in the Routine Handbook, the problem is members are not following protocol...subcommittee where members discuss old foreign JPAs and rectify why the JPAs are being held up	2014	28
Unbilled JPA	discussion led to members not wanting to use section 4.0(A). Ms. Pearson stated emails were sent out to members notifying members JPAs have not been final billed and if the JPAs are not billed by XX date Edison will final bill the JPAs 18.1F.	2014	30
Unbilled JPA	members agreed to leave section 4 as it is...Mr. Chow inquired if a Form 48 is truly required for a section 4.0 JPAs. He continued, stating if a member is reserving space and they do not intend to build in the near future, a Form 48 should not be required to final bill the JPA... She continued, asking after approval at what point could the JPA be final billed. Ms. Pearson suggested JPAs could be final billed 1 calendar year from Date Sent dated on the JPA even if construction has not been completed...processing the purchase of interest JPAs in a first come first serve manner. He continued, stating members would not be able to reserve space. Rather the company that pays for the interest first gets the rights to attach to the pole. The members stated that the Date Sent of the JPA is what dictates which JPA final bills first...Edison agreed to rework verbiage for sections 18.1 (D-F), 18.7, and section 4.0...	2015	40
Unbilled JPA	Mr. Chow inquired if a member is purchasing space why is a Form 48 needed. He also stated a member purchases interest section 4.0 to own space. He continued, stating many members own space on a pole and are not attached...Mr. Chow suggested a timeframe be implemented on the Form 48 when purchasing interest indicating after XX days the JPA will be final billed whether or not construction has been completed... Mr. Chow stated G.O. 95 dictates pole loading is to be provided at the time construction is done. Mr. Hunter stated even though a member is an owner of record, capacity on a pole cannot be reserved for them...	2015	87
Unbilled JPA	the process taken when an initiating member fails to final a JPA. Ms. Hernandez stated it is not the wish of a participating member to final bill a JPA for the initiating member; however if needed a participating member may exercise this option. Mr. Chow stated that in the time that Edison has been notifying members of their intent to final bill, and the initiating members reply that they will final; after research by Edison, the final billing does not transpire in many instances...	2015	91
Unbilled JPA	After review, the members agreed that a Form 48 is required for all sections except 4.1, 5.1(C), and section 13. The members also agreed that all other sections require a Form 48 but the 45 day timeframe can be waived with an agreement by all members.	2015	99

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Unbilled JPA	the space is not owned until it is final billed and a place marker cannot be added because it would be considered reserving space. Mr. Williams stated that if the JPA is final billed then the space is owned whether they attach or not. Ms. Mueller inquired if this negates the necessity for a Form 48. Mr. Williams stated that when they do attach they can do a Form 48 to inform the other members of the attachment. Ms. Hernandez stated that this would only be for purchasing not for replacing a pole.	2018	91
Unbilled JPA	Ms. DeBarge asked if billing of a purchase of interest JPA based on construction. Ms. Hernandez replied not always, it could be a records-only...anything can happen within that 24 months and if they went ahead and processed with their JPA that way when they purchase they will at least have the correct information... one of many issues from the process as a whole and a lot of it needs to be updated. The process as it stands is trying to accommodate something that is no longer valid and current in the industry…	2020	53
Unbilled JPA	Denials: denials are going back and forth, he thinks his main goal is to help streamline the denials that are going back and forth to make things a lot easier for all the members involved...When they initially submitted their loading, they did it to the best of their ability. For another member to come back and say it is no good and they need to revise it, but not tell them how, is not playing nice in the sandbox because they would do the same as well. With the denials concerning pending JPAs, he feels that if a JPA is going to be denied based on the mention that there is a pending JPA somewhere out there, that JPA must be dealt with. It cannot be a JPA that has been denied. He does not think it is fair for everyone just because they cannot revise their loading based on a pending JPA that has loading that did not pass… the back and forth with the denials hurts any project or any job that they have moving forward. It kills it and definitely needs to be looked at…	2020	99
Unbilled JPA	Mr. Carrion stated that Crown Castle does not issue JPAs for builds that they do not intend to do. Mr. Serrato stated that everything is initiated because they have already secured business. Mr. Carrion stated that they have plans in place and everything has been designed, it is at that point they initiate JPAs, and they assume that is the same practice for other members. Mr. Serrato stated that is evident in their project numbers build into the JPA...Mr. Carrion stated that because they do not issue JPAs they do not intend to do, it does not mean there are not any delays. Sometimes things do take two years or a little over.	2021	137
Unauthorized	You are illegally attached if you have not purchased interest. This was an ongoing conversation since 1999 revolving around the Pulsiver decision and the $500 penalty fee to be charged to utilities that are illegally attached (unauthorized), that members should not be treated differently than non-members in regards to illegal attachments.	2001	1
Unauthorized	She added that today, she is of the opinion that the current penalty for section 4.1 is no longer a deterrent toward unauthorized attachment. She shared a personal experience in which she overhead a construction personnel remark, when accused of this violation, quoted “so bill me”. It appears the benefit of attaching illegally outweighs the unauthorized attachment penalty, since the incoming member is conducting business and collecting revenue immediately, rather than waiting for the entire JPA process to be completed. She added that she is now of the opinion that this issue requires serious consideration. It appears that the 50% penalty is no longer a deterrent to illegal attachment.	2007	7
Unauthorized	Ms. Goetz stated that what prompted this issue is the method of attaching Altrio Communications had practiced in the past, which resulted in loss revenue to members. Ms. Prescott stated that members are attaching prior to processing a Form 2. Since the action is not approved, then it is an unauthorized attachment.	2007	8
Unauthorized	He added that all members have encountered a purchase of interest JPA that has remained open for one to two years. He further questioned that at what point in time should a lengthy purchase of interest JPA be considered a 4.1.	2008	53
Routine Interpretation	JPAs finalized as Section 18.1-D. The members agreed that the primary problem with the routine sections is the interpretation, and the original intent. Since revisions are updated, and effective the first of every year, the consensus is to publish on the SCJPC website, the intent and interpretation of the section in question. This would require adding a new interpretation section to the website. Mr. Chow added that on the web, it would state the section verbatim, and the ad hoc’s agreed upon interpretation.	2006	6
Routine Interpretation	Mr. Brown stated that the Routine is a planner, and must be clear and concise enough in order to leave nothing to the imagination. Mr. Chow stated that in his opinion it is not written as such.	2007	9
Routine Interpretation	Mr. Chow stated that the Routine was written to lend itself to the method business was transacted between members thirty or so years ago. In his opinion, it does not fit in today’s world of joint pole transactions, especially the wireless organizations.	2007	26
Routine Interpretation	purchase of interest with an estimated planned construction start date	2013	35
Routine Interpretation	Ms. Hernandez stated the ultimate goal is to have the entire foreign JPAs final billed so all members incur ownership costs. She was of the opinion that billing and field verification need to be separated.	2013	37
Routine Interpretation	Mr. Chow stated he is in favor of members purchasing the space if they plan to construct rather than reserving the space. Ms. Hernandez agreed stating members could relinquish if they did not need the space.	2014	3

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Policing Members	Mr. Brown stated that Edison's major concern is the over-lashing and overbuilding on poles. Ms. Dell stated that another concern is the wind loading issue, and testing for wind loading on leads. Mr. Bengtsson commented that this is a GO 95 issue. the members do not police one another. That members are aware of their individual responsibilities. Mr. Bengtsson stated that policing could create problems. The decision is to discuss this issue with Edison, locate any major concerns, and to leave this issue on the agenda for further discussion.	1999	18
Pole on Other JPA	JPA not final billed denoting owned space: Mr. Chow stated that he disagrees, because a member should not list on the header if said member is not a member on record. Ms. Hernandez explained how she denotes the pending JPA on the later JPA. She added that this is necessary so that no two members vie for the same space and grade, which could happen when members are not informed.	2007	17
Pole Loading	Section 4: After discussion, the members agreed that section 4.0 "records only" would be a good idea and when final billed, the pole loading needs to be uploaded to Sharefile.	2013	26
JPA Alert	05/15/2013 Alert: ISSUING A FORM 48 AFTER WORK IS COMPLETE: If a Form 48 has been issued stating that work has been completed on behalf of a member, the initiating member does not need to issue a Form 48.		
JPA Alert	10/17/2018 Alert: POLE LOADING WHEN THERE IS A PENDING JPA When initiating a JPA and you find that another member has a pending JPA and not yet attached, request their pole loading. Include the pending member's pole loading information on your pole loading. Discussed in Compliance Committee meeting on 9/18/2018.		

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Item 1793 Section 4 – JANUARY 2024 NOTES

Supporting information for this discussion.

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach when necessary according to their project plans. SCE does not monitor a member's attachment. The member is obligated to abide by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners. SCE is not asking for a change in the section. We are proposing the member process comply with the rules.

- The scope of Section 4 is sale and purchase of interest. The section is currently being used for construction.
- SCE has 12,083 active purchase of interest JPAs submitted by various members, dating back to 2010.
    - 3,876 purchase of interest JPAs must final bill before another member's JPA (1,657 F48 have been received for the 3,876, which is another problem to solve for…).
        - Members are being denied new business purchase of interest because they are not aware other members have submitted a JPA to purchase space, so they are not including a pending member's purchase on their JPA. The JPA is returned to the member due to inaccuracy. Extra work and resubmission could have been avoided if the JPC pole card was accurate.
- SCE has 2,510 replacement JPAs held up due to a member's purchase of interest JPA not yet final billed. With these, a member is attempting to purchase space into and attach to a pole that may no longer be in the field. (see scenarios below)
    - 1081 have no F48 but extension requests were received

Other sections where attachment is completed *after* final billing:

- Section 3.1. JPA final bills with a member's grade and space on the Proposed side of the JPA without attachment being completed.
    - Form 48 is not sent/received when member attaches.

Requiring a member to attach before closing out the sale of space is not aligned with verbiage of section 4.

Section #	The Rule	Member Process	Advantage of Member Process	Disadvantage of Member Process	Recommendation	Advantage of Recommendation	Disadvantage of Recommendation
4.0 - Purchase or Sale of Interest	Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned.	Used for member construction.		*Not in compliance with the Routine: Purchase and Sale *Delayed billing to close out purchase and sale *Complications with other member JPA approval and billing (bill before/after) *Constructing in space not owned (unauthorized) *Purchase pending for poles that have been removed *Pole Records inaccurate (cannot be updated to reflect joint ownership until JPA finals)	Return to and adhere to the boundaries of what the section says: Purchase and Sale of Interest. Timely submit final JPA to the SCJPC for billing to close out the sale and update the pole record on the website.	*Alignment with the Routine: Purchase and Sale *Timely billing to close out purchase and sale *Lessen the likelihod of denied JPAs for bill before/after *Member attachment will be in owned space within Routine timelines *Visibility of joint ownership to all joint owners on JPC record	*Member may no longer desire the space. **REMEDY: Member to initiate JPA to relinquish; submit for billing witin 90 days.**

Another Advantage of this Recommendation: all joint owners are sharing in maintenance of the pole in which they have ownership and will conduct business. 2/21/2024

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THESE ADDITIONS FROM JANUARY 2024 MEETING ARE NOT TO BE CONSIDERED AT THIS TIME AS WE WORK TOGETHER TO MOVE FORWARD. SCE, 2/21/2024

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0.

Additionally, the following cases shall require purchase:
(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

NOTE 4: Joint Pole Authorization to be submitted to Southern California Joint Pole Committee not less than 45 days and no more than 90 calendar days from the Date Sent of the preliminary or 18.1E cancellation will apply.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

(a) Emergency Replacements – Member replacing pole in an emergency must notify other owner(s) within 24 hours by telephone. This includes the emergency use of MOD/POLES. (See Sections 7.6 and 19.7)
(b) Free Attachment - Member maintaining free attachment must remove its facilities within 48 hours of telephone notification confirmed by Form 48. (See Sections 5.5 and 11.0)
(c) Maintenance Liability - Liability for maintenance extends 60 days from date sent of a Form 2 Preliminary Joint Pole Authorization involving a relinquishment, or from the date facilities were removed from pole. (See Section 19.0)
(d) Relinquishment/Abandonment of Interest – 60 days notice must be given to other owners when termination of ownership is intended. (See Section 5.1)

(e) Removal of pole or transfer of facilities must be completed within 60 days from date of Form 48. (See Section 5.0 & 7.0)
(f) After the final billing has been processed, all liability is assumed by remaining Member(s). (See Section 5.0 & 7.0)
(g) Temporary attachments allow for facilities of another Member to remain on a pole for a period of time, which is less than one year. (See Section 14.6)

Construction Start Date/Cancellation - The time limit for starting joint pole construction shown on a Form 2 Preliminary Joint Pole Authorization shall be 18 months from date issued. At the expiration of this time period, the following procedure should be followed:
If construction has not been started:
• Form 7 shall be sent by any member involved to request extension, which requires mutual agreement in writing, or to cancel.
• If construction has not been started and JPA time limit exceeds 24 months, explanation is required for extension. If no response, the JPA will be cancelled on the initiator's behalf. (Revised March 2016).

Purchase of Interest Cancellation - The time limit for the initiating member to transact an original Southern California Joint Pole Committee authorized typed or electronic final to the Joint Pole Committee for final billing for purchase or sale of interest with intent to construct is not less than 45 and no more than 90 calendar days from the Date Sent of the preliminary Joint Pole Authorization. At the expiration of this time period, the following procedure will be followed if final submission has not taken place:
• Form 7 shall be sent by the initiator of the Joint Pole Authorization to explain the reason for delayed final submission, which requires mutual agreement in writing if an extension is requested, or to cancel. The length of time of the extension must be stated.
• If no communication from initiator and no agreement for an extension, the JPA will be cancelled on the initiator's behalf and space will become available to other members.

added to address timely return of memos to the JPC

18.3 Form 2 Final - Completion

Copies of Form 2 Finals are distributed by the Joint Pole Committee office. Any discrepancies noted by the Committee on Form 2 Final will cause this form to be returned for correction, which must be addressed by issuing member and returned corrected to the Joint Pole Committee office by the next billing cycle. When form 2 Final has been issued, the Committee is authorized to proceed with the preparation of pole record and Bills of Sale. Upon request, the SCJPC will make available a memo to any member who is party to a JPA for 18.1F purposes. - - send this to angela

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BILL BEFORE/AFTER SCENARIOS

This is a small sample of a very large problem.

SECTION 4X SUBMITTED	BILL BEFORE	BILL AFTER	STATUS
U1 submitted to U2 2014	U2 Replacement 2016		U2 JPA on hold for billing since 2016. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2017	U2 Replacement 2018		U2 JPA on hold for billing since 2018. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2018	U2 Replacement 2022	U2(2)	U1 cannot bill until U2(2) 2019 Replacement bills. U2(2) replacement cannot bill until U3 4X final bills. U2 replacement cannot bill until U4 final bills 4X on pole that is no longer in the field.
U1 submitted to U2 2016	U2 Replacement 2021		U2 JPA on hold for billing since 2021. U1 requested extension. The old pole U1 requested to purchase into is no longer in the field.

We talked through the significant delays that bill before/after causes.

- If a member is purchasing at a different grade/space on the same pole, a pending 4X JPA should not hold up another member's purchase.
    - If all members have been added to the header, pole loading submitted, approvals obtained, then either JPA could bill first.

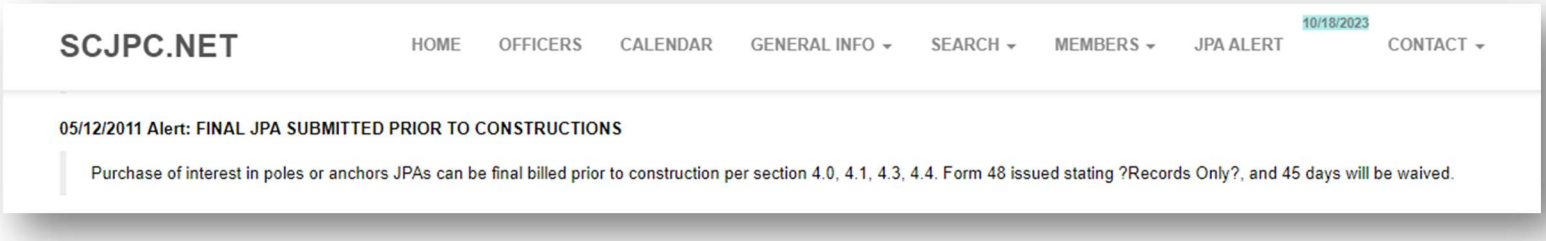
Bill before/after for 4X where construction is involved (erecting a new pole), must be considered. We have an opportunity here to revise the process, to work together to prevent delays.
SCE, 2/21/2024

Item 1793: Section 4.0 with Form 48

Notes shared by SCE 2/21/2024

A few things were said in the January 2024 Routine meetings that we would like to bring clarity to.

- **there is no such thing as a Records Only purchase and sale of interest**
    - Records Only F48 was introduced in 2011 to alleviate members of large, recurring backlogs due to JPAs not being billed.
    - Members were of the understanding that attachment had to be made prior to closing out their purchase of interest JPA. This thinking still lingers today, which continues to perpetuate large backlogs, delays in billing, and denials.
    - Members also were not following that process of closing out a JPA when attached, either not sending a F48, or sending a F48 but not completing final billing.
    - There are many months/years of meeting regarding the topic with members trying to figure out how to bill member's up front for their purchase.



- **if the intent is to construct then it is not just Records Only**
    - According to prior minutes, construction, pertaining to a pole, is a new set or replacement.
- **Records Only is to update if they go out into the field and see that the field conditions do not match the records then they submit a JPA to update those records**
    - According to prior minutes, this was not the intent of Records Only F48.

Of lengthy and recurring discussion in prior minutes was members **attaching to poles and not billing their JPAs to secure ownership**. It was solved for in 2012 with the addition of Records Only to the F48 and a JPA alert in 2011 stating that purchase of interest JPAs can be final billed prior to attachment.

It was stated in the February 2024 Routine meeting, this is no longer 1946, referencing prior minutes and the way things were done. Well, it is no longer 2011 either. We are in a new day and what was thought to work previously concerning section 4 is not working now. Judging by the minutes, in our opinion, *it was not working then either*.

The objective here is to bring the process current and compliant *to ensure that the pole records are correct in the JPC database, and all members are being compensated for purchase and sale equitably and maintenance as a joint owner*.

Item 1793: Section 4.0 with Form 48

SCE read older minutes, back to 1940. Here are some points of interest:

- There is nothing new under the sun. Everything we are going through now and trying to solve for has already been an issue previously. It is important to read the minutes and JPA alerts of previous years because many of our problems have already been resolved.

- **Records Only was added to the F48 in 2011 for sale and purchase of interest**.

- **Construction was a new set and replacement**. It was not *attachment* to an already existing pole. CONSTRUCTION refers to building a structure. ATTACHMENT involves connecting or fastening components to some part of that structure.

- **Purchase of interest under notice of intention, section 3.1, stated that purchase was not required until attachment was needed**. *This expectation ensures the integrity of members that none are just buying space with no intent to conduct business for customers.*

- **Reserved space was recorded as a sale of interest**. *Reading through the 1940 minutes, it seemed sale and purchase was a separate transaction, not part of the JPA process. There was much discussion of creating a separate form for intent, opposed to the construction involved with setting a new pole for joint use and replacement of an existing joint pole.*

- **Space to be occupied by each party shall be determined upon in advance of occupation**. *A member should not be attached to a pole that they do not own interest in. That was considered unauthorized.*

- **Sales were based on a member's future use of the space**, whether for themselves, to rent, or to sell to another member. *Back then, all usable space on the pole was expected to be sold*.

- **Notes on the 1940 Routine spoke to when monies were due for sale and purchase**. "Said amounts shall be due as soon as approved. No attachment whatsoever may be placed on a pole excepting by shareholder in such pole."

Item 1793: Section 4.0 with Form 48

CHARGES

Tenth: The owner or owners of a pole, new or old, which is to be used in combination with more parties, shall be allowed to bill against the said parties, amounts determined by the number of parties using the pole and the valuation of same, and the said amounts shall be due as soon as the parties, by their officials, have agreed to enter the combination, provided the said poles have been put in proper condition as specified in paragraphs above. Space for 1, 2 or 3 cross arms for regular use, or for two cross arms to hold one or two high tension three wire circuits, with or without two telephone wires elsewhere on pole, or one railway span, with or without one cross arm, and two or more telephone wires elsewhere on the pole, shall be considered one share. A space for one or two transformers, lighting fixtures or cable terminal will be considered as included in one share referred to above. No wires or fixtures whatever may be placed on a pole excepting by shareholders in such poles. The valuation of poles, having been determined as per Section 9, charges will be made as a fraction of the said valuation as follows:

When a combination is made, each incoming party shall pay the owners or owner, that fraction of the valuation represented by the shares to be occupied by it, and the pole is then owned by the occupants thereof in proportion to the number of shares occupied by each. The proceeds so derived by the owners of the pole which was owned by more than one party shall be divided between such owners in proportion to the number of shares owned by each.

See attached **Excel Spreadsheet** containing prior Routine minutes snippets pertaining to the committee's efforts refine section 4 to separate sale of space from attachment. SCE 2/21/2024

Item 1793: Section 4.0 with Form 48

Below is the proposed 4X process flow. This would be implemented moving forward. We all must work together to clean up the existing backlog, as it spans across all our companies with bill before/after. SCE 2/21/2024

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits JPA to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 Revisions from Maria Ortiz 2/20/2023

4.0 Purchase or Sale of Interest with Intention to Construct

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Section 4.0 is not to be used for the purpose of reserving space. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0

Additionally, the following cases shall require purchase:

(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space.

Refer to Section 18.1-D & 18.1-E for Form 2 & Construction Time Limits.

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

Item 1795: Billing Out of Order Process

Item 1795 - Billing out of sequence (changes in Red.)

Section 13

13.1 Correction of Record/Cost Recovery

Correction of error in recorded data or any other detail shall be made on Joint Pole Authorization and, where necessary, adjustment for price shall be made in accordance with date of Joint Pole Authorization that has been found to be in error.

(**See Example D2, Section 21**) Recorded interests in conflict with the Routine shall not be corrected, except with the consent of all Members concerned, until pole is replaced, or an incoming Member desires to purchase interest, or one joint owner wishes to relinquish interest.

Cost allocation shall also be authorized, where required, for reinstatement of record or any other detail in which a completed transaction is in error for five (5) years from the bill of sale date unless otherwise negotiated by special agreement. (See Section 1.2) (Revised October 2011).

Correction of Record/Cost Recovery for Section 18.1G Billing Out of Sequence does not have a time limit consideration. The SCJPC office will follow a special Billing Out of Sequence (BOS) process to reconcile the dollars between all owners for pole records billed out of sequence.

(See Section 18.1G for additional Information. See Purchase Interest BOS example DX, Section 21, and Pole Replacement BOS example DX, Section 21)

Section 18

18.1G Billing Out of Sequence

If the issuing utility finds the SCJPC record reflects changes from another utilities JPA that billed out of sequence (BOS), the following process is used to reconcile the pole record and billing.

(A) Issuing Member:

1. Use a different color for changes to

Preliminary Form 2.

2. Do not add REV to Preliminary Form 2, use original JPA name.
3. Add BOS Member to Preliminary Form 2 Header and populate:
   Approval field – add “18.1G”.
   Accounting field - add “Special Billing”.
4. Add Section 18.1G to the existing section codes listed in the Location and Nature of Work.
5. Decide if the Active or Dead SCJPC pole record best applies for the Record side of the JPA.
6. Call out in the Location and Nature of Work, the BOS JPA number and note, “Special Billing Dead Or Active Record.” (If multiple poles, make this call out only on the poles where it applies.)
7. Fill in a Form 7 and check BOS. Add, “see changes in a different color.”
8. Process BOS Form 7 and updated Preliminary Form 2 to all Members on Header, including BOS Member.

(B) **Receiving Member:**

1. No additional actions required.

(See Section 13.1 for additional Information.
See Purchase Interest BOS example DX, Section 21,
and Pole Replacement BOS example DX, Section 21)

Item 1795: Billing Out of Order Process

	Utility	Representative/Signature	Phone No.
To:			
To:			
To:			
From:			

Dist./Exc.: _____

Carbon Copies To: _____

J/P MEMORANDUM FORM 7

Used for additions, deletions or changes to Authorizations (See Section 18.1C)

Date: _____

JPA No.: _____

Job No.: _____

- ☐ BILLED OUT OF SEQUENCE (Must include updated JPA Preliminary when sent.)
- ☐ SEE JPA PRELIMINARY ATTACHED
- ☐ ADD
- ☐ CORRECT TO READ
- ☐ CHANGE LOCATION TO READ
- ☐ DELETE
- ☐ CANCEL JPA
- ☐ REMOVE TEMPORARY ATTACHMENT FROM RECORD

Remarks: _____

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Anchor Direct.	Record				Proposed					Item No.	LOCATION AND NATURE OF WORK If not in accordance with Joint Pole Agreement and Routine – state reason(s).
														1
														2
														3
														4
														5
														6
														7

POLE LEGEND:
P = PULL
PB = PULL BUTT
T = TRANSPORT
S = SALVAGE
D = DISPOSE
TN = TENANT
L = LOWER TOP
C(XX) = FOOTAGE CUT
SCZ = SAFETY CLEARANCE ZONE

ANCHOR LEGEND:
AR = ANCHOR/ARM REMOVED
AT = ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed In the Column of Party to be paid

GEOGRAPHICAL LOCATION

_____
COMMUNITY

Item 1795: Billing Out of Order Process

Anali Spencer

From: Angela Pranata
Sent: Monday, June 17, 2024 4:13 PM
To: Anali Spencer; Kay Black; Aarize Dizon (Aarize.Dizon@crowncastle.com); Jeremy.Effinger.contractor@crowncastle.com; Costa, Jackie (jacqueline.costa@crowncastle.com); Carla M Stephen; kevin.flores@sce.com; April DeBarge; sam.picazo@sce.com; Shelby Nicole Mulvehill; marisol.bailey@sce.com; Michael.Pearson@sce.com; John Bacon (john.bacon@ladwp.com); lex.treepaisan@ftr.com; JHarmon@motiveis.com; Yesenia Delgado (Yesenia.Delgado@charter.com); ASmith@motiveis.com; Todd Dailey (TD3494 @ATT.com); Veronica C Romero (vr2931@att.com); rs2517@att.com; bc7572@att.com; Shawn Henderson; Nicholas Van Stryk (nick@petrellielectric.com); hseropian@extenetsystems.com; tamara.zaki@boldyn.com; Ben Coffey (bcoffey@banningca.gov); D_Campo@ci.lompoc.ca.us; Irvin Orzuna (iorzuna@glendaleca.gov); mtruong@burbankca.gov; Linda McLean (lmclean@extenetsystems.com); matthew.j.miller@verizon.com; Wilson.Salvador@ladwp.com
Cc: Kathleen Allen; Maria Ortiz
Subject: Special Billing question from April DeBarge, SCE

Good afternoon to Routine Revision attendees,

Please review the message below from April DeBarge, SCE.

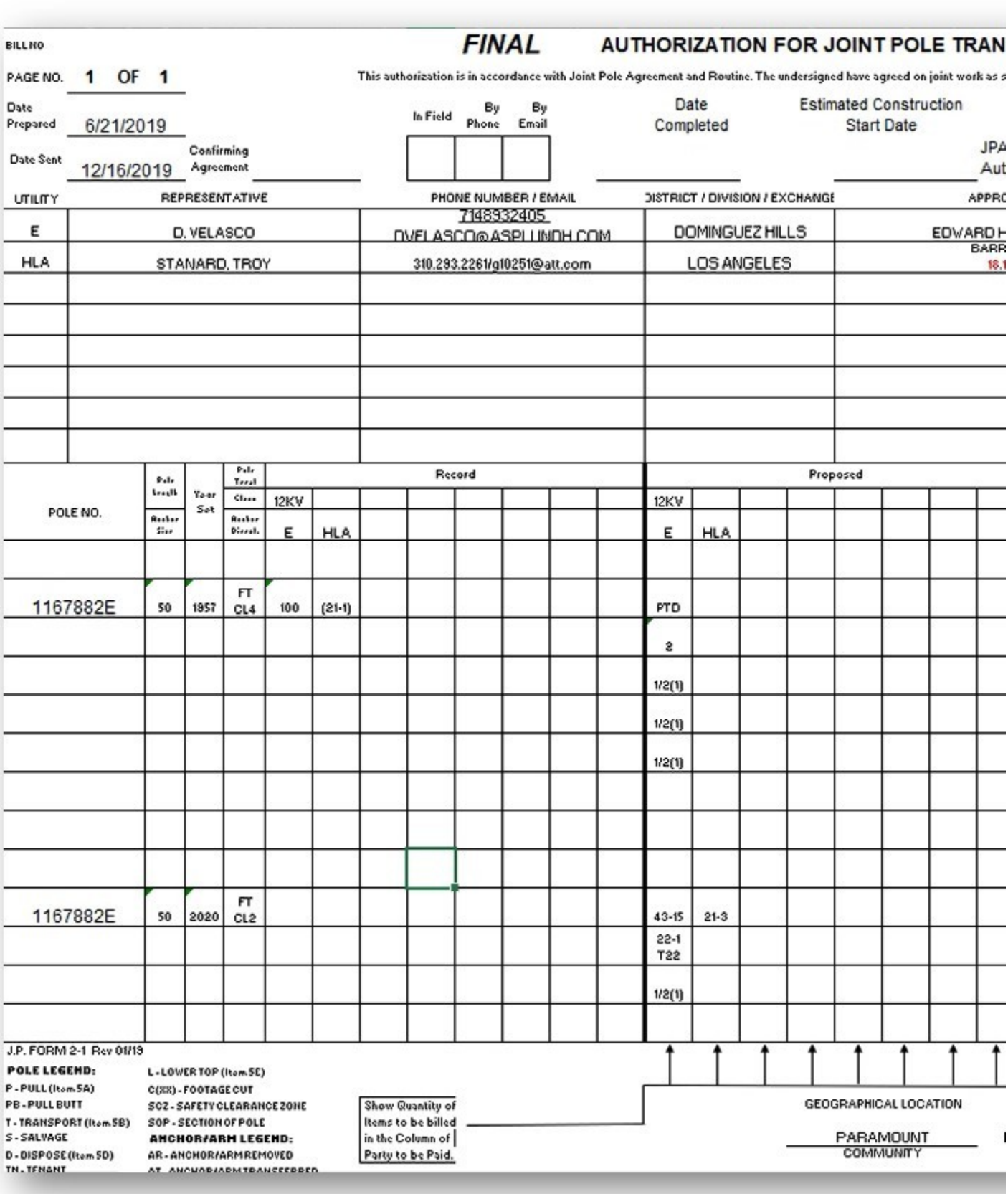
Thank you,
Angela Pranata
Manager of Operations
So. Ca. Joint Pole Committee
909-599-3801 x8
Cell: 909-451-3024
angela@scjpc.net

From: April DeBarge <April.Debarge@sce.com>
Sent: Thursday, June 13, 2024 10:56 AM
To: Angela Pranata <angela@scjpc.net>; 'BLACK, KAY R' <kb6314@att.com>; Kathleen Allen <kathleen@scjpc.net>
Cc: Carla M Stephen <Carla.M.Stephen@sce.com>; Rick Romo <Rick.Romo@sce.com>; Shelby Nicole Mulvehill <Shelby.N.Mulvehill@sce.com>
Subject: SPECIAL BILLING - DEAD RECORD OLD POLE UA (NO RECORD)

Good morning, everyone. Happy Thursday.

We came across another scenario today for special billing. Cannot be SPECIAL BILLING DEAD RECORD because the pole was E-ALL. Would it just be SPECIAL BILLING so the member can take part in the PTD and transfers?

Item 1795: Billing Out of Order Process



BILL NO

FINAL **AUTHORIZATION FOR JOINT POLE TRAN**

PAGE NO. 1 OF 1

This authorization is in accordance with Joint Pole Agreement and Routine. The undersigned have agreed on joint work as s

Date Prepared 6/21/2019

Date Sent 12/16/2019 Confirming Agreement

In Field | By Phone | By Email

Date Completed

Estimated Construction Start Date

JPA Aut

UTILITY	REPRESENTATIVE	PHONE NUMBER / EMAIL	DISTRICT / DIVISION / EXCHANGE	APPRO
E	D. VELASCO	7148932405 DVELASCO@ASPLUNDH.COM	DOMINGUEZ HILLS	EDWARD H
HLA	STANARD, TROY	310.293.2261/gl0251@att.com	LOS ANGELES	BARR 18.1

POLE NO.	Pole Length / Anchor Size	Year Set	Pole Treat / Class / Anchor Diesel.	Record 12KV E	Record 12KV HLA	Proposed 12KV E	Proposed 12KV HLA
1167882E	50	1957	FT CL4	100	(21-1)	PTD	
						2	
						1/2(1)	
						1/2(1)	
						1/2(1)	
1167882E	50	2020	FT CL2			43-15	21-3
						22-1 T22	
						1/2(1)	

J.P. FORM 2-1 Rev 01/19

POLE LEGEND:
P - PULL (Item 5A)
PB - PULL BUTT
T - TRANSPORT (Item 5B)
S - SALVAGE
D - DISPOSE (Item 5D)
TN - TENANT
L - LOWER TOP (Item 5E)
C(ER) - FOOTAGE CUT
SCZ - SAFETY CLEARANCE ZONE
SOP - SECTION OF POLE

ANCHOR/ARM LEGEND:
AR - ANCHOR/ARM REMOVED
AT - ANCHOR/ARM TRANSFERRED

Show Quantity of Items to be billed in the Column of Party to be Paid.

GEOGRAPHICAL LOCATION

PARAMOUNT
COMMUNITY

april
Be Safe Always...

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

Form 7 / Form 2 – 18.1D Automatic Approval Timeline Issues

18.1D – Time Limits Involving Form 2 Preliminary Joint Pole Authorizations.

Automatic Approval - The Form 2 Preliminary Joint Pole Authorization will be considered approved when 45 days have elapsed from date sent of Form 2 Preliminary Joint Pole Authorization to other Member(s), and there is no written protest or request for review.

A Form 7 can not be used to shorten the the time limits of automatic approval. The time limits described by section 18.4 can not reduce the timeline prescribed by 18.1D.

OPTION 1 FIX:

18.1C Changes After Approval

B) A revised Form 2 shall be used for the following:
- Add owner(s)
- Add pole(s)
- Change from wood to engineered steel pole type (refer to Section 15.7)
- Change in scope of work (i.e. changes causing receiving member to reengineer and/or refield.)

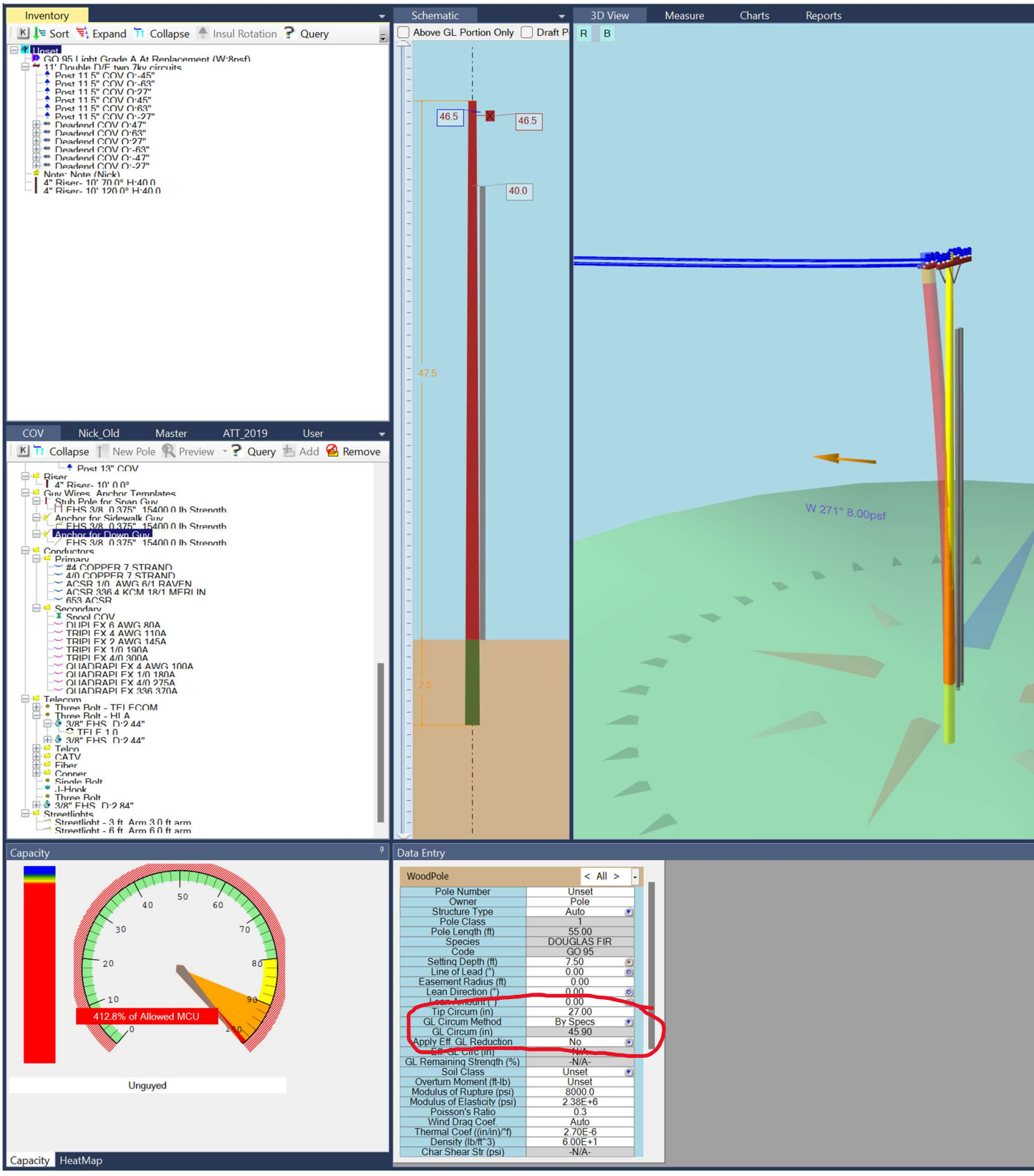
- **Make corrections to Pole loading that require receiving member to reengineer or refield.**

EXPLAINATION OF REQUESTED CHANGE:

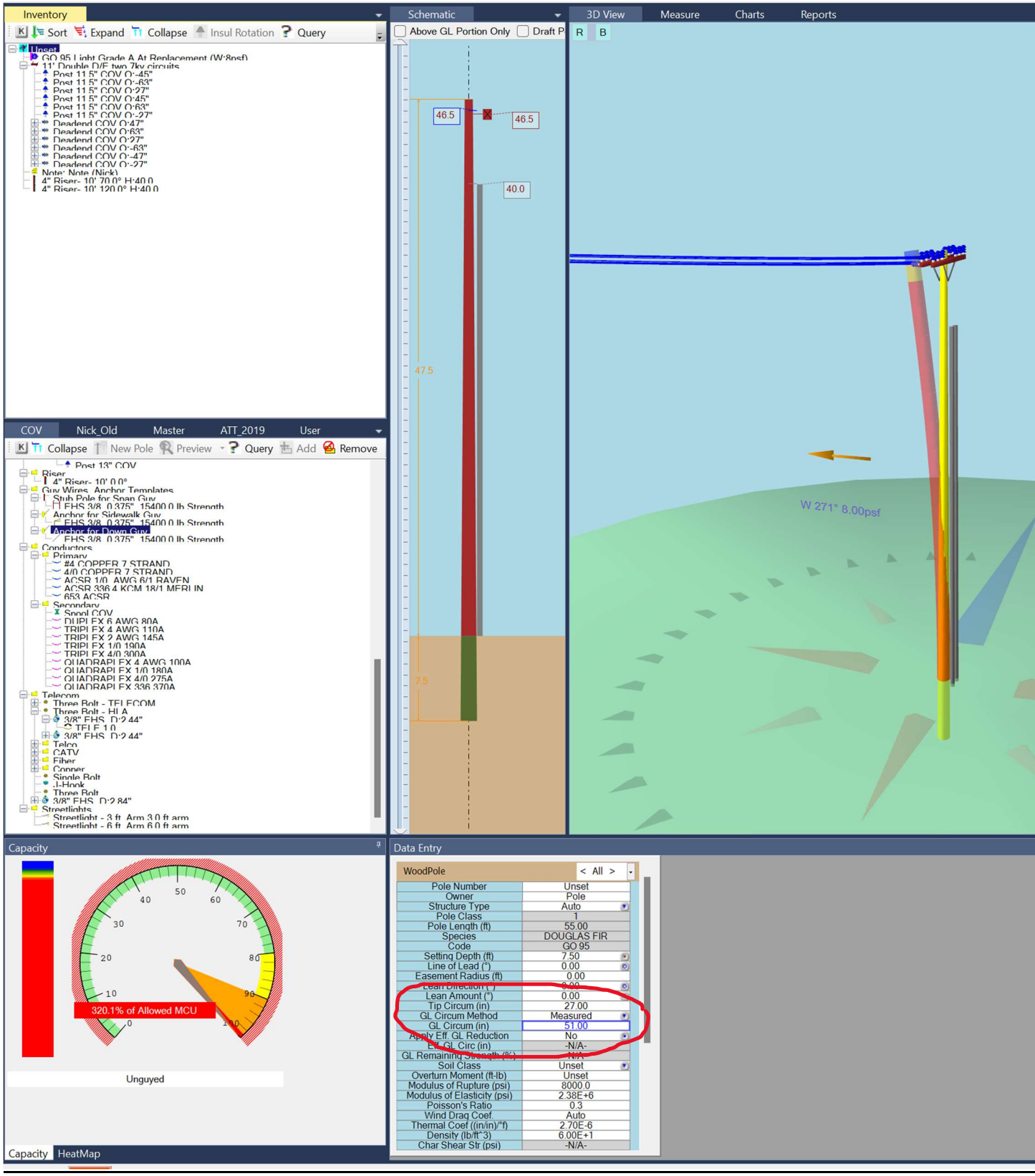
When pole loading is used as a means of denial it usually means there was something missed or an issue with the methodology. From my experience some of the more common issues are:

1) **Incorrect ground line circumferences (would require refielding) – Ocalc provides a minimum for the ANSI value at the setting depth. When I see exact numbers, I know a ground line is modified from the standard ANSI values. See below how modifying the ground line can drastically change the safety factor.**
2) **Incorrect modeling of span guys (would not require refielding)- A span guy carries a portion of the net resultant load from pole1 to pole2. The modeling of pole2 should include the resultant load in the model. Ocalc requires that the value be manually put in or use line design and link the objects. If the automatic mode is set, then the span guy will try to balance the loads of pole2 in the direction of pole1, when the known use of the guy is to back up the loads from pole1.**
3) **Modifying tension values in the conductor properties without using tools or methods of coming up with those values.**
4) **Verifying clearances when using section 4.3 (would require refielding) – when purchasing space withing 6ft of power and indicating the installation of a guard arm or arm, the proposed height of new attachment and height of power need to be verified. This change to the preliminary form 2 can also fall under the "change in scope of work (i.e. changes causing receiving member to reengineer and/or refiled).**

MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7



MISC: TIME LIMIT & 18.1D CLARIFICATION FOR FORM 2 AND FORM 7

2023

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June					1 Utility 1 sends Prelim Form 2 + Pole Loading to Utility 2 & Utility 3	2	3
	4	5 Utility 2 Denies Based on Pole Loading	6	7 Utility 1 Re-sends updated Pole Loading with Form 7.	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22 15 Days from Utility 1 re-sends Pole Loading with Form. 7. Utility 2 does not respond to Form 7.	23	24
July	25	26	27	28	29	30	1
	2	3	4	5	6 Utility 2 responds to Form 7 noting the issue is still unresolved and is still denied.	7	8
	9	10	11	12	13	14	15
	16 45 Days from Preliminary Form 2 Date Sent	17 Utility 1 uses 18.D for Automatic Approval for Utility 2 even though they Denied Preliminary Form 2.	18 Utility 1 starts construction without response to Utility 2's Form 7.	19	20	21	22
	23	24	25	26	27	28	29
Aug	30	31	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
Sept	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas

94.4 Clearances

A. Antennas and supporting elements below supply lines shallmaintain a vertical clearance of 6 feet from Supply Conductors operating at 0 – 50kV. (See Figure 94-1)

B. Antennas and supporting elements below communication lines shall maintain a 2 ft. vertical separation from communication conductors and equipment. (See Figure 94-1)

C. Antennas, associated equipment (e.g. terminations, enclosures) and support elements installed above supply lines and/or communication lines of different ownership attached to the same structure shall maintain the vertical clearances specified in Rule 38, Table 2, Case 21, Columns A - H.

Note: Other vertical clearances between communication equipment and supply lines are specified in Rule 92.1-F(2).

D. Antennas, associated equipment (e.g. terminations, enclosures) and support elements, installed above supply lines and/or communication lines of different ownership, shall maintain the radial clearances from unattached supply and communication lines specified in Rule 38, Table 2, Case 3.

E. Antennas shall maintain a 2 ft.horizontal clearance from centerline of pole when affixed between supply and communication lines or below communication lines. (See Figure 94-1)

F. Horizontal clearances from centerline of the pole for Antennas, associated equipment and support elements, affixed between supply lines or at the top of a climbable pole, are not specified, but must be arranged so that the pole may be climbed safely.

G. Antennas shall have a vertical clearance above ground as specified in Rule 37, Table 1, Column B, Cases 1 -6a. (See Figure 94-1)

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas

Anali Spencer

From: Angela Pranata
Sent: Tuesday, May 2, 2023 9:52 AM
To: Anali Spencer
Subject: Fw: Antennas - Types ,Clearances and the Purchasing of Space
Attachments: example pole.png; 4 cables one antenna attached to cable.png; 4 cables one antenna attached to cable - pic 2.png

Follow Up Flag: Follow up
Due By: Monday, May 8, 2023 8:00 AM
Flag Status: Flagged

Categories: IMPORTANT, MTG

Angela Pranata
Manager of Operations
So. Ca. Joint Pole Committee
909-599-3801 x8
Cell: 909-451-3024
angela@scjpc.net

From: Nick Van Stryk <nick@petrellielectric.com>
Sent: Wednesday, March 15, 2023 2:22 PM
To: JHarmon@motiveis.com <JHarmon@motiveis.com>; 'Earle Carrion' <Earle.Carrion@crowncastle.com>
Cc: AT&T (Joint Pole) Kay Black <kayblack@att.com>; Angela Pranata <angela@scjpc.net>; 'john.bacon at ladwp.com' <john.bacon@ladwp.com>; Lex Treepaisan <lex.treepaisan@ftr.com>
Subject: Antennas - Types ,Clearances and the Purchasing of Space

Good Afternoon,

I have been sent a set of plans regarding antenna attachments and I keep getting mixed answers.

I am trying to understand how an antenna attached to a pole requires one clearance but once an Antenna is attached to the messenger it no longer is required to mean as much of a separation. I have attached an image of a pole in which the member has submitted plans to install an antenna. They do not plan on attaching the antenna to the pole. I can only assume then that the antenna will be on a messenger.

There is no purchase of interest required. My concern is that they are sharing an arm and will (with the added weight) also end up sagging into the line below them. If they installed a vertical 12” stand off to maintain the separation; the equipment would still not be 12” apart.

As you can see in an example I found, in the photos “4 cables one antenna”, their attachment is not radially separated. The most recent attachment on the pole is the antenna owner.

My question is how can an antenna attached to a messenger be exempt from the rules of 94.4 which apply to antennas on a pole? I don’t completely understand what is exempting antennas on a messenger from the clearances in 94.4. I

don't understand why the requirements exist for when it is attached direct to an arm or pole and then no longer are required after they are installed 2ft off the pole.

Respectfully,

Nicholas Van Stryk • *P.E. Electrical* • **Direct:** *323.583.8811 Ext. 618* • **Cell:** *818.300.4682*
Service Planning • Electrical Inspections • SCJPC Representative • Fiber Services • GIS Coordinator

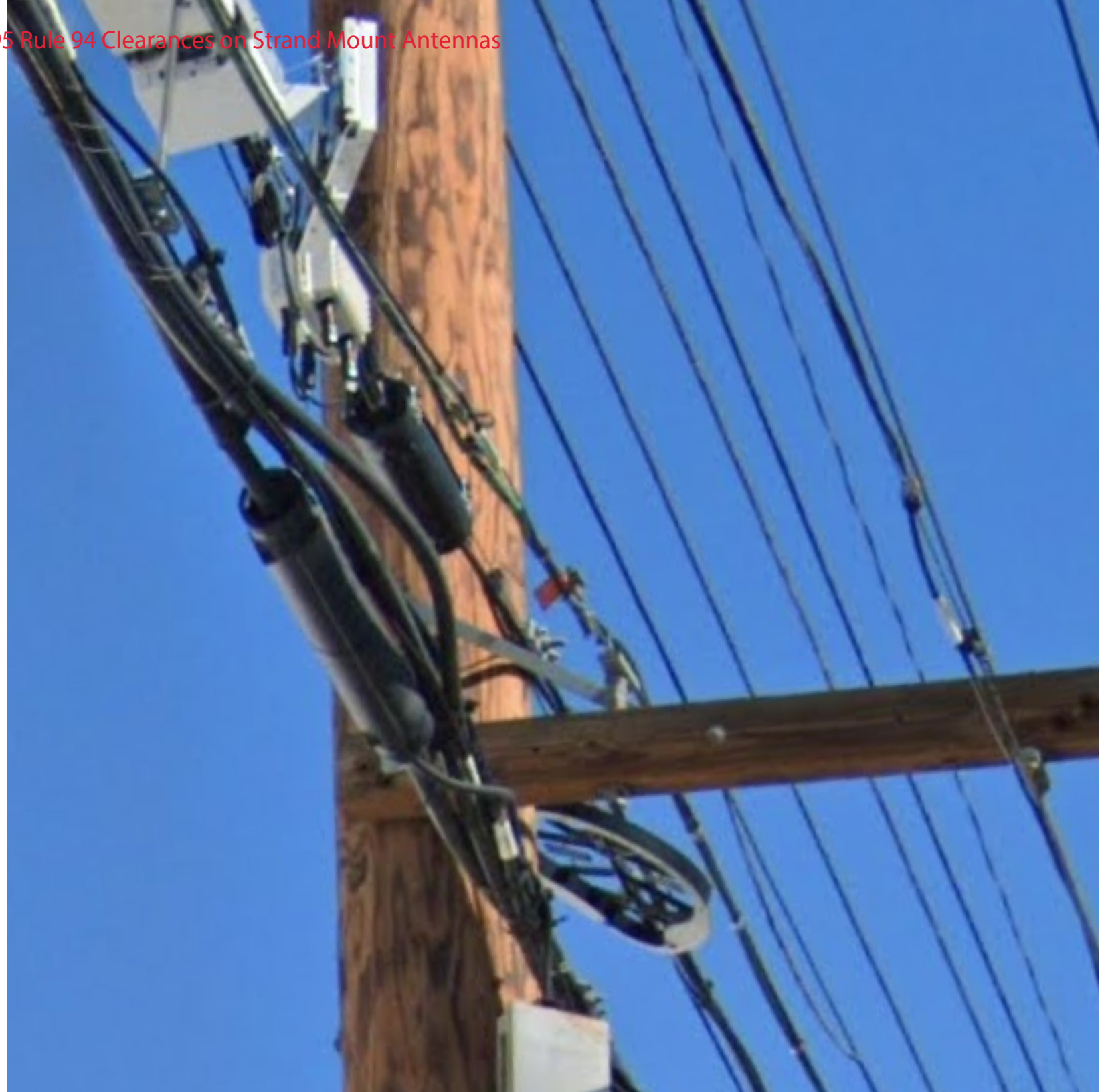
Petrelli ELECTRIC CO.
SAFETY • QUALITY • SERVICE
ST. LIC. 444795

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas




MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas



MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas



MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas



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MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas



MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas



MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas



Southern California Joint Pole Committee

279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

September 18, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 10:33 a.m. via teleconference. Those in attendance were:**

Ms. Kay Black	AT&T California
Mr. Todd Dailey	AT&T California
Mr. Barry Consulter	AT&T California
Ms. Veronica Romero	AT&T California
Mr. Robert Stanard	AT&T California
Ms. Silvana Ray	Southern California Edison
Ms. April DeBarge	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Megan LaMon	Crown Castle NG West Inc.
Ms. Jacqueline Costa	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Ms. Aarize Dizon	Crown Castle NG West Inc.
Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Mr. Salvador Zambrano	City of Burbank
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Heidi Seropian	Extenet Systems
Ms. Linda McLean	Extenet Systems
Mr. Alex Parra	City of Riverside
Mr. John Vu	City of Anaheim
Ms. Yesenia Delgado	Time-Warner Cable
Mr. Ben Coffey	City of Banning
Ms. Lynne LaFrenais	Bear Valley Electric Services Inc.
Ms. Alicia Smith	Sprint Nextel/Sprint Communications
Ms. Shawn Henderson	T-Mobile USA
Ms. Tamara Zaki	Boldyn Networks US LLC
Ms. Patti Ringo	Sonic Telecom, LLC
Mr. Joe Armstrong	City of Pasadena
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Ms. Ortiz could not attend the meeting; however, Ms. Black volunteered to chair the meeting. Ms. Black called the meeting to order at 10:33 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Black opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from any members. Ms. Black stated that the minutes are approved.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Black opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Black asked if any members had anything to bring up at this time.

There were no comments or concerns from any members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) –. Ms. Black stated they are working on a pole replacement for Billing out of Sequence example with Ms. DeBarge and her team. She asked if there were any other Billing out of Sequence items that they required. Ms. Black thanked Crown Castle for their example sent in for purchase of interest. She stated if any other members come up with any other examples, if they could please email them to Ms. Black.

There were no comments or concerns from the members.

Agenda Item 4 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Black opened to Section 4.0 with Form 48. Ms. DeBarge stated that this item got tabled while SCE speaks to their legal. Ms. Black stated that this will be placed on hold for the agenda.

Agenda Item 5 – Item 1795: Billing Out of Order Process (K. Black – AT&T California 4/25/2024) – Ms. Black opened to Billing out of Sequence. She stated this was what they discussed at length for the Discussion Calendar at the Administrative Board. She asked if anyone had any questions.

The members had no other comments or concerns.

Agenda Item 6 – Item 1797: Reasons for Denials (M. LaMon – Crown Castle 6/20/2024) – Ms. Black opened the floor to Crown Castle. Ms. LaMon stated she thought that this was possibly moved to Discussion, but that they were still discussing updating the contact sheet and that members were to email Ms. Black and Ms. Pranata to add some additions. Ms. Pranata stated she did receive some responses from less than ten members and that she could resend the email. Ms. Black stated that what they are trying to accomplish with this is to find the correct people within an organization to go back and get some of the research that they are trying to do for their billing projects because it may not

be where they send the paperwork to, but a specific person. Ms. Black stated that they created a new column on the member contact sheet. Ms. Pranata displayed her emailed she sent to members. Ms. Black explained that the No Tags request is one that AT&T California gets often, and each member has their own set of criteria that they need. She stated for AT&T California they have a specific ask for when they get those requests and wanted a place to put what they require so that the members know upfront. The JPA Copy request is for the billing project as well. The requester should provide impacted pole tags. With all the requests they would like to figure out how to populate their records side to whatever the JPA's proposed side would have been for a bill first. Ms. Black asked that the members to send their information to Ms. Pranata and include herself as well. Mr. Bacon asked that he be included as well.

There were no further questions or comments.

Agenda Item 7 – Miscellaneous Issues –

- **GO 95 Rule 94 Clearances on Strand Mount Antennas** (Lex Treepaisan – Frontier Communications & Jeremy Harmon – Verizon Wireless, moved from Routine Revision -3/15/2023, moved from Compliance – 6/20/2024) Ms. Black stated that this was all happening at the Rules Committee, so it was on hold pending that. Ms. Black asked Mr. Treepaisan if anything had changed. Mr. Treepaisan stated nothing had changed and that he will make sure Mr. Harmon gets this added to the agenda for the November Rules Committee meeting.

  There were no comments or concerns.
- Ms. LaMon stated that Crown Castle has been getting a lot of Form 7's asking them to delete a pole off from their JPA. She stated it has a lot to do with their cleanup effort and many have already been sent to the SCJPC for billing. She stated that she would like to request that the requester first check the Pending JPAs list with the SCJPC for billing or even check with Crown Castle before sending the Form 7. Ms. LaMon stated that a Form 7 requires additional paperwork to respond and deny letting them know that they have already submitted it for billing. Ms. Black asked if any members who send Form 7's to delete poles had any questions.

  There were no comments or concerns.
- Ms. Black asked if there were any other miscellaneous items.

  There were no further comments or concerns from the members.

Agenda Item 8 – <u>Review of Action items</u>/JPA Alerts –

- Ms. Black to meet with Ms. DeBarge regarding the Billing out of Sequence examples.
- Ms. Pranata will re-send out the request for the information for the two new fields to update the Member Contact sheet with.
- The members are to populate the answers and send back to Ms. Pranata.

The Meeting adjourned at 10:43 a.m. until October 16, 2024.

Transcribed by Anali Spencer – Committee Staff

Item 1793: Section 4.0 with Form 48

Item 1793 Section 4

Updates for Routine

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Joint Pole Authorization shall be billed and finalized within 90 calendar days from the Date Sent of the preliminary.

18.7 Form 48 - Notice of Work Completed

Where no construction was performed (records only, i.e. section 4 Purchase and Sale of Interest) ~~5.1C) a form 48 does not need to be issued.~~ the JPA shall bill 45 days from the JPA date sent. If Form 48 is not required, i.e., 4.1, 5.1C, write "Form 48 Not Required" or "F48 N/R" on the Final. For all other changes a Form 7 should be utilized and sent with a Form 48. If Form 48 is not issued within 30 days, 18.1F may apply.

18.1-A Preparation of Form 2 Preliminary Joint Pole Authorization

(v) Records Only Form 48 with Purchase of Interest Authorization.

18.1-D Time Limits Involving Form 2 Preliminary Joint Pole Authorization

- The return of Form 2 Preliminary Joint Pole Authorization for Purchase of Interest should be sent to all members involved.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

Purchase of Interest Cancellation

The time limit for finalizing an Authorization shall be 90 days from date issued. At the expiration of this period, the following procedure should be followed:

- JPA is automatically canceled if no communication is received from initiator requesting extension.
- Initiator may request an extension when a memo is pending, or awaiting valid pole numbers, or other pertinent data required for final billing. Extension request must include a reasonable timeframe and requires mutual agreement in writing, or cancellation stands.
- Extension of Purchase of Interest billing does not prevent another member from finalizing their own JPA that may have been waiting for said JPA to bill (bill before/after is void).
- When time to final bill is excessive, a Form 7 may be sent by any member involved canceling the JPA.

What about ANT purchase, 3.15, takes a bit longer than 90 days. Why does it take longer to review the ANT portion? If separate groups, should be separate process? Power application and JPA application.

18.2 Form 2 Final - Initiation

The Member initiating transaction shall transmit one copy of this form, which shall be an original Southern California Joint Pole Committee authorized typed or electronic document, to Joint Pole Committee, specifying work as completed under approved Form 2 Preliminary Joint Pole Authorization not less than 45 and no more than 90

calendar days after sending the completed Form 48.
After 90 days 18.1F may apply. Exception section
7.6 and Purchase of Interest can be final billed less than 45 days.

Clean Up

Includes all JPAs submitted 6/20/2024 and prior. Members are to continue working together to bill or cancel all aged Purchase of Interest JPAs.

- The need for Form 48 is waived during this cleanup period.
    - If approval for purchase has been received, submit JPA for final billing.
- To the best of each member's ability, a quality final should be submitted to the JPC for billing.
- Memos are to be addressed promptly.
- Special billing will be utilized for JPAs that bill out of sequence.

Here are some problems we have run into during cleanup and the steps taken to resolve:

- F48 received for previous 18.1E.
    - Let the member bill it. The goal of cleanup is to final bill.
- F48 for previous denied pole loading.
    - Let the member bill it 4.1. It is the member's responsibility to comply with pole loading requirements. We are holding the member responsible for having made needed corrections on the documentation and field conditions, if applicable.
- F48 where SCE denied for pending replacement.
    - Let the member bill it 4.1. If pole is found overloaded during next inspection, it will be replaced, may be at that member's expense, if they overloaded it.
- F48 for JPA not previously received.
    - Let the member bill it 4.1.
        - SCE needs a copy of the JPA with 45 days to review and provide any corrected information to the member. Change to 4.1.
- SCE is not awaiting members to bill their JPAs prior to our replacements. Member will be added to the E JPA, 7.7. The reason for this is SCE has already been waiting months and years for a member to bill before. Members have a high return rate (memo) and lengthy bill before/after lists of their own tied to said pole(s).
- Memo rate may go up during cleanup.
    - This is to be expected, so we should all be prepared to deal with it. Utilize SPECIAL BILLING, matching the ACTIVE record for purchase of interest JPAs, and matching the DEAD record for replacements, where applicable.

Item 1793: Section 4.0 with Form 48

Active JPAs submitted to SCE

Based on 18 months from Date Sent	
Year Timed Out (18 months)	Count of Notification
2011	133
2012	27
2013	43
2014	86
2015	75
2016	154
2017	217
2018	655
2019	1483
2020	2087
2021	1853
2022	932
2023	801
2024	1447
2025	1109
Grand Total	11102

Item 1793: Section 4.0 with Form 48

5/14/2024 Notes Shared during May Routine Meeting

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine for section 4. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach according to their project plans, abiding by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners.

- **SCE moves for an immediate commencement of a Records Only F48 with all 4X purchase of interest JPAs.**
    - SCE wanted this to begin in January 2024, to start the year fresh, but the delay has been the ongoing conversations during the January, February, and March meetings up until now.
        - To date for 2024, SCE has received 4267 4X poles (520 JPA) that continue to create the traffic jam of bill before/after, with 158 bill before/after tasks associated with these new JPAs.
    - As a base owner, SCE does not require a member to attach before owning space. However, SCE does require a member to be a joint owner in a pole before making attachment. No wires or fixtures whatever may be placed on a pole without joint ownership in the pole.
    - The timely final bill of a member's purchase/sale JPA will deliver said monies to base owners and/or other joint owners on record and will establish said member as a joint owner in that pole. Upon final bill, the SCJPC pole record will reflect a member as a joint owner in said pole, at which time, member may begin attachment as a joint owner in said pole.
- **Section 10.9 and 3X setting of ANC and ARM will not hold up 4X.**
    - With the current ROW, **rearrangement** of facilities is allowed without any update to the joint pole record. Grade is not as important as it used to be.
        - During any litigation, the question is asked, who are the joint owners on record and were/are they attached. Specific HOA does not play a vital role in those types of conversations. While we do strive to have an accurate record, in today's age, it is not likely.
        - Though a 13.3 could be created to correct the grade/space, it is not a requirement, as the grade/space would be documented on the next 4X or replacement JPA.
    - As far as ANC along with purchase, if you are proposing the setting of a shared ANC and you get that approval, bill it. If at the end of your project it is decided an ANC is not set, that is an issue to be worked out through the joint owners of that ANC, which reasonably could require a 13.3 JPA to clear the record of the shared ANC.
- **Liability**
    - In the case of equipment on a pole causing damage to property or communities due to overload or natural disaster, all joint owners in a structure may be included in the conversations to assess attachments and sequence of events. Having a pending JPA opposed to being on record does not preclude a member when/if this occurs.

  - As a joint owner, you will be required to participate in maintenance and inspection programs, whether you have attached or not. The recurrence of these programs is minimal and would normally not recur multiple times prior to your attachment if your attachment is within a reasonable timeframe. While SCE cannot dictate how a member runs their business, perhaps consider purchasing interest closer to the timeframe of attachment, if this is not ideal for your company.
  - Member taking part in replacement though not attached. This is part of doing business. Consider how often this happens, and also consider the member will be attaching to a new, sound structure.
- **CleanUp**
  - Thank you, everyone, for your clean up efforts. Well noted. We appreciate the collaboration.
  - SCE is not granting any extensions for attachments being made. Since 4X is purchase and sale, extensions are not needed.
  - Billing out of sequence.
    - It was said "I should be able to bill my JPA before another member and not have to wait on another member…" We have the Bill out of Sequence process that has been reintroduced from 2012. Please use it.
    - It is not reasonable for SCE to hold up billing on a replacement JPA waiting for a member to purchase interest into an old pole *that is no longer in the field*.
      - SCE will continue to move poles from foreign JPAs where it makes sense to do so. You should begin to see more F7s for this and R01s, as applicable. You may continue to connect with us regarding this as well. If you have multiples, a spreadsheet with the request is acceptable. Have that conversation with your SCE regulatory representative.
- **Moving Forward**
  - Records Only Form 48 is required with a Purchase of Interest JPA. JPAs received without the Form 48 subject return to the initiator denied.
  - *Not needed to begin the revised process*, but some considerations in the Routine Handbook so this never happens again.
    - **Section 4**: All Purchase of interest (section 4) shall be billed and finalized within 90 days of the date approved or by 18.1-D.
    - **Section 18.2 Form 2 Final – Initiation**: We believe is clear: final bill no more than 90 days from F48.
    - **Section 18.7 Form 48**: Records Only clarification
    - **Section 18.1E**: Cancellation
    - **Section 7**.8: look into purchase into within 1 year.
- **Other Concerns**
  - How integrated into the Routine, sec 7.8. N/A during cleanup – these are aged JPAs.

Item 1793: Section 4.0 with Form 48

Process Flow

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated ~~3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*~~
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

PROPOSED 4X PROCESS FLOW	SCE	JPC member comments 3/20/2024	BLUE: JPC Meeting comment	GREEN: Member's feedback from conversations outside JPC meeting
		Concern that this could create a system where space is being reserved. Space is being purchased for use. Members purchase space to attach and conduct business. Reserving (hoarding) space would be purchasing with no plan to use, whether it be attaching own facilities, renting, or selling. This could also create **liability**. *If a member becomes an owner without physical attachment, they are liable. Liable for what?* Liability comes in if there is a GO95 infraction, it fails - if member is on the record but not on the pole, they would still take part in the replacement… Attorneys for companies don't want them owning space and not be attached? Price of doing business. Currently members are making base owners liable by attaching without authorization and also without a valid pole card update. **Perhaps need to fix the closing of JPA issue, to become official members**. This *is* a fix to the closing of the JPA - closing out purchase and sale at the time of signatures/18.1D. At that time a member becomes a joint owner in that pole. A member should not be attaching to a pole if they are not a joint owner on record. A member becomes a joint owner on record when their JPA final bills, not when they attach.		
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.	**24 months for section 18 - - reduce to 9 months**. **F7 to extend timeline - after 24 months cannot request extension**. Base owner could (and will) deny JPA after 2 years, UA… ROW rules. Must use space within 9 months. *planning to build and 9 months have gone by, at that time another company can use that space.* Any timeframe of attachment prior to purchase/sale does not fix the issue of (1) base owner being made whole (2) interfering with other member's ability to bill their JPAs. **Transaction of money**: buy in 4X, need replacement, need taller, etc., takes a long time. What's the expectation? Scenario shared of 6 years to replace a pole. That's too long - replacement construction has not begun, rules of 18.1E cancellation apply. Have 9 months to attach. Once you submit, its approved, 9 months to attach. If you don't send final within that timeframe someone else can buy. There is a ROW rule that states this. Require F48, must come along with the F48 with all the revisions. ROW ruling is clear, once you get approval you have to attach within 9 months or you give up space. Initiator starts the process over. Submits FINAL. Hesitation from 18 months to 3 months. *But the reduced timeframe is for purchase and sale, not attachment. Member still has extended time get permits, and do everything associated with attaching, which is outside the purchase and sell of the space.* How about 120 or 180 days? 90 day TA is doable in theory if no memo back and forth.		
Upon Approval	1. Initiator submits Final to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*	Each project has **allocated funds** and if it takes years to close the project funds have depleted. Billing upfront ensures purchase of space funds are properly allocated. 2nd F48 not needed - just like 3.1, no F48 required for attachment. For what reason would it be required? The "work" of the section was 4X, which was completed upon approval with the finalization of the JPA - money paid, pole card updated. For old JPAs, 181.F is in place. Approved, but not built - cancel. This is for construction - should not apply to attachment, however, it was a bandaid used for members who were not billing their JPAs within 18 months. Only want 1 F48. Work is contracted out; limited amount of time with that contractor. By the time attached, can't go back and say now send us a F48. Use the Records Only functionality of the F48. Compromise on timeline before penalization. Moving forward this is the proposal. How to address the backlog.		
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.	Some denied poles, not all, may cause a total reroute, so the whole JPA would be canceled.		
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.	Backlog - maybe contractor doesn't acknowledge the denial. Or the contractor has moved on and now the member has no record of a denial… Should be 4.1. *But was the denial due to safety? Member should not be attaching when denied, period, but so much more of a concern if due to safety* I should be able to bill my JPA before another member if I have attached first. I should not have to wait on another member to bill their JPA. Same applies with replacement… New pole is set. Why are we waiting for a member to purchase into an old pole that is not there?		
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.	like the idea of moving to another JPA. Initiator can set a temp pole. Some replacements take too long. Can they be put in a higher queue based on member need? Initiator may pursue a temp pole until the replacement takes place, at which time, the member would be notified via F48, only if they are on the replacement JPA, so it makes sense to be added to a replacement JPA.		
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.	Money back guarantee! The ROW is for the whole state of CA. 9 months. This would cover the member's purchasing space and not using it. You have x amount of time to close these jobs. JPA would have to be finaled. If you do not attach within 9 months, you can lose the space. Forced to relinquish. *The space is noted in the SCJPS database? And paid monies go back to initial iniator? There is plenty of "unattached to" space on record at the JPC.*		
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.	Members have options at this stage: section 4.4. on the purchasing side, if we see another member has space owned and is not attached, we would 4.4, and forge ahead, or add 5.1 for them to sign off on, if they really want to keep the space, they can deny our 5.1, then there is 10.9 to rearrange.		

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

Topic	Notes	Routine Meeting Year	Page
Unbilled JPA	Ms. Hernandez inquired as to the proper procedure to take when encountering the situation of a member who is not final processing a JPA upon completion. This practice by members is hindering the processing of other JPAs. She also stated that without the processing of the JPA, a member is conducting business without paying the costs. Her question is whether this situation should be addressed in the Routine Handbook, and if there is a time limit to final a JPA.	2000	6
Unbilled JPA	back in the day: the impact on member utilities when a JPA is not completed within a reasonable time. Ms. Dell responded stating that many times one single JPA that is not final billed, could be responsible for the delayed processing of several JPAs. She said that something is needed in the Routine Handbook that will motivate members to complete the JPA process. There is a revenue impact in that members are not getting paid as promptly as they could…in the past complaints were handled at Board meetings, however; it proved to be counterproductive…	2000	11
Unbilled JPA	18.1F: SCE has 3,500 foreign JPAs...He instructed his staff to separate those JPAs that are pending, and notify the initiating member to either final bill or cancel the JPA, or SCE would final bill the JPA exercising section 18.1-F. His objective is to decrease the backlog of foreign JPAs, which ties up resources due SCE, and other members.. Failure to Final JPA upon Completion of Construction was removed from the title… this situation was creating additional, unnecessary work among their staff. It seems in Jun3 of 2005 the handling of 18.1F was ineffective, causing extra work for all members involved, so there was a suspension of the section at that time, to restructure the process of handling these JPAs.	2005	10
Unbilled JPA	The members discussed extensively, the concern of final billing JPAs out of sequential order, for clarification. This issue would be discussed further.	2007	13
Unbilled JPA	originally the 18-month time frame was instituted in a two-party world; however, today the wireless bear the majority of the research, the 18-month time frame appears insufficient. She further added that in the near future, she would like to address the possibility of extending the time frame. It was agreed to discuss this issue at a later date…. Ms. Jennie Davis from DWP stated that her organization has many outstanding foreign JPAs.	2008	5
Unbilled JPA	He described a scenario to the members where a member initiated JPAs in 1999 and never final billed them, in the interim SCE replaced the poles with lightweight poles and discovered the member unauthorized, and corrected the problem. He inquired, in this type situation, what constitutes an unauthorized attachment should a pole be involved in litigation, and if this is an unauthorized attachment. Ms. Prouty responded that when all the members have signed and approved the JPA, the document is legally binding whether it was final billed or not. Mr. Chow inquired if it appears fair that when a member is discovered unauthorized, that in the interim, the legally attached members funded the maintenance while the illegally attached member did not pay maintenance for the specified time period. The members agreed that this scenario appears unfair. Ms. Chow stated that attachment is a two way process, 1) request attachment, and 2) pay for it...outstanding JPAs contingent on other JPAs being final billed. Ms. Hernandez stated that tracers should be utilized to aid in this situation. Ms. Prescott stated that perhaps members request a deposit on the front end of the process...	2008	6
Unbilled JPA	the lack of response within the time frame due to lack of resources has historically been the cause of members not following the Routine	2008	38
Unbilled JPA	Section 4: He further stated that construction does not have to be complete in purchases to issue a Form 48. He further added that he and Mr. Wolfe have discussed instances of purchase of interest, and perhaps another approach toward purchases could be entertained with the possibility of revising the process of purchasing interest. Mr. Cashmer questioned if construction is not complete, a Form 48 completion is required? Mr. Chow responded that per the Routine, construction verification is required prior to completing a Form 48 for the ability to finalize a JPA. He added that perhaps to circumvent delays in purchase of interest JPAs only, once the JPA is approved, then after the 45 days period has elapsed, that specific JPA must be finalized. Ms. Hernandez interjected that it is permitted to complete a Form 48 records only. Mr. Wolfe stated that this method is utilized in the North...Ms. Haney presented a scenario where NG reserves space on a pole, and might build in a year or two. However, in the interim, NG has taken the last available space on the pole, and now T-Mobile desires to attach. She added that now it is incumbent on TMobile to replace the pole, because NG has reserved space. How often has this occurred? Mr. Wolfe responded that the space belongs to NG, and there is nothing to compel NG to sell their space. Mr. Rodriguez stated a situation where NG and T-Mobile desired space on the same pole, which required replacement. In order to determine who would bear the cost of replacement, it was confirmed who was first to submit their proposal. In this situation is was NG first with T-Mobile following, and T-Mobile was obligated to arrive at a Plan B…. Ms. Hernandez stated that the idea of reserving space is good, however, it should notate on the pole record the space reserved. This would allow planners to know that space is owned, even though the owning party is not attached….	2008	54
Unbilled JPA	Section 4: He added that per Mr. Wolfe's suggestion in regards to purchase of interest, there is no need to wait until construction is complete before finalizing a JPA. He stated that after some thought; he is of the opinion that there might be other sections that could fall under this scenario, such as relinquishment where the sale or relinquishment is not dependent on any work being done...aid in expediting the JPA process...where members initiate the JPA, attach facilities, but do not finalize the JPA, in the interim they do not share in maintenance costs, only the owners on record bear the costs…finalizing the JPA and getting money exchanged. Ms. Hernandez recapped stating that today members are able to initiate a records only JPA. If there is no construction, there is no need to wait thirty days to final bill if all signatures have been acquired...	2008	61

Item 1793: Section 4.0 with Form 48
(Prior Minute Perusal for Section 4 Issues)

Unbilled JPA	Mr. Rodriguez responded that in the wireless world, 18 months is not sufficient time. He added that it takes about two years to get entitlement, so the wireless members are unable to construct. Mr. Wolfe suggested that if the wireless members in the two-year interim discover that they will not utilize the pole space, to relinquish it since it is a small portion of construction expense. Mr. Rodriguez questioned if Mr. Wolfe is suggesting finalizing JPAs prior to construction? Mr. Wolfe responded in the affirmative...Mr. Wolfe stated that there are obligations that if you reserve space to construct you enter into ownership. Mr. Chow stated that he agrees with Mr. Wolfe and Mr. Hunter that an open time frame for finalizing 4.0 is unacceptable from an owner's perspective...If you initiate a JPA you are an owner. Mr. Wolfe responded that until you finalize the JPA you are not an owner on record. Ms. Hernandez stated that the JPA is a pending JPA even if you are not an owner on record. Mr. Hunter responded that until the JPA is finalized one couldn't finalize subsequent JPAs that follow. The holdup is sometimes five to six years later. Mr. Wolfe reiterated that by reserving the space by finalizing the JPA is the right thing to do. Mr. Rodriguez stated that paying a reservation cost up front is not a problem, but paying for all the other costs of construction does not sound reasonable if the work would not be done for two years...Ms. Haney stated that she is certain that her organization would not agree to costs for construction that has not yet transpired. Mr. Wolfe responded that leaving JPAs floating is clogging the system and this is not the original SCJPC design, or to instill an automatic cancellation. Mr. Chow stated that reserving space, and inhibiting other members from using the space, and this includes fellow wireless members, there should be an associated cost up front... The members discussed the difficulty for the wireless members and the problems for the base owners...	2009	52
Unbilled JPA	He added that he would be proposing for section 4.0, that after the JPA has been reviewed and approved and there are poles that require special attention, that they should be removed from the JPA and addressed separately. This would leave a JPA where the purchasing party is able to move forward. After the 45-day period has elapsed, a member party to the JPA is able to finalize the JPA...	2010	6
Unbilled JPA	Mr. Chow reported that he has contemplated two methods for this billing. One is a fundamental change to how members are to operate, primarily those major pole owners. The method would be for purchases of interest only, that the selling party would be responsible for completing the final JPA. He added that the major communications members might be of the opinion that the purchasing party should continue to final the JPA. He added that it could continue as is where the purchasing party final bills the JPA, with the caveat that the selling party is to have the option of final billing the JPA, as any other member party to the JPA.	2010	11
Unbilled JPA	The purchasing of poles, 4.0, prior to attachment and any work completed, records only type job. She suggested in a 4.0 JPA to move forward with final billing without waiting for the Form 48, since the space is being reserved. She added that a Form 48 can be submitted noting "Records Only" on field work required, then final bill. In her opinion this should be stated in the handbook. She reported that Mr. Chow proposed members must purchase the pole if they want to reserve the space. If another member chooses to purchase, that member with reserved space is joint on the pole…	2010	15
Unbilled JPA	Section 4: Purchase of Interest for future use Ms. Hernandez stated that if her organization issues a Form 48 records only and on the remarks state the desire is to purchase space for an antenna to be built and complete at a future date, but the final bill would be as originally written. She added that this process does not delay other JPAs from being processed in the proper sequential order. Mr. Chow stated that he and Mr. Wolfe had discussed the topic of purchase of interest JPAs. He added that both agreed that this situation does not necessarily dictate the purchaser build to final the JPA. He added one could own space and not be attached at that moment in time. He added with that in mind, he and Mr. Wolfe agreed that one could purchase and attach when desired. He further added that this process is in place today, and if one realizes that in the future they no longer desire the space, there is the option of relinquishment. He added that this process has been in place and works successfully.	2011	21
Unbilled JPA	Ms. Hernandez then moved on to the second agenda item, Interpretation of Routine Handbook. Ms. Hernandez stated this issue is a standing item and addressed at every meeting. This issue addresses any foreign JPAs that should be and are not yet finalized. She reminded the members that it was decided at prior meetings that a JPA may be final billed even if construction is not complete to reflect purchasing the space. She inquired if any members had any other comments or concerns. There was no discussion on this item	2012	11
Unbilled JPA	Section 4: Mr. Chow suggested the if members wanted to purchase interest but not yet construct a section 4.0(A) be created and used for such instances.	2013	30
Unbilled JPA	currently members could potentially construct on a pole and not pay for it for multiple years until the JPA final bills. Ms. Prescott suggested the billing portion of the JPA process happen upfront. She explained, members would purchase space and be billed for it but the JPA would be pending until construction was completed. Ms. Prescott stated with this process, members would always know of any pending jobs on a pole. Mr. Eastwood pointed out under the current system Telecommunication companies are not required to notify owners if construction has occurred within the space they own, as long as it passes loading.	2014	3

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Unbilled JPA	After some discussion, it was suggested to final bill the JPAs records only. Ms. Hernandez stated the records only discussion led to pole loading discussion. She explained the pole loading discussion was if a record only pole record was created and another member wants to add or attach to the pole, the pole record would not reflect what is in the field. Ms. Hernandez also reminded members of the issue of notifying other members once the work is complete and the pole loading is up to date. Ms. Prescott stated one of the reasons for implementation of this meeting was to find a way to purchase space and receive payment for said space while the JPA is still pending completion of construction. Ms. Prescott continued, stating members would also be able to participate in maintenance since they would be owners of record... Ms. Prescott clarified; a preliminary Form 2 would be submitted showing the amount of space needed, a bill of sale created to show ownership, and a new form created for notice to construct. Ms. Prescott noted once the notice to construct was submitted, this would notify members to submit pole loading and the show what their intent is within their space. A Form 48 would be submitted notifying members of completion of work...only have this policy for purchase of interest section 4.0. She noted this could be a change in process on how Form 2s are issued. Ms. Prescott stated the idea behind this way of processing JPAs was to separate purchase from construction. The members discussed if the routine had to change should billing and construction be separated. Ms. Prescott suggested if the routine remained the same, the implementation of a notice to construct and a notice to purchase be added to the routine... Members would not need to keep record because the JPC database would have the pole record. Once members were ready to construct, the pole loading should be submitted with a new JPA indicating said member was ready to construct. Since before and after a member purchases nothing on the pole changes, the ready to construct pole loading will help members verify the facilities on the pole to ensure the new work can be completed without overloading the pole. After construction verification, an adjusted final bill would be submitted with itemized costs.	2014	7
Unbilled JPA	power companies had foreign JPAs that were not being final billed. She continued, explaining this was an attempt to reduce the backlogged JPAs by potentially final billing them under the proposed section 4.0(A) “records only.” Mr. Eastwood stated communication companies want to reserve space. The power companies want members to participate in maintenance costs and have JPAs submitted in a timely manner. Mr. Eastwood believes the best route to take to achieve the reservation of space, participation in maintenance costs and processing finals in a timely manner, would be the implementation of 4.0(A).	2014	10
Unbilled JPA	Section 4: Mr. Chow stated currently nothing is in place requiring members to notify other owners if adding facilities for sole benefit. Mr. Chow stated a key portion to the proposed 4.0(A) is pole loading, and verifying what is in the field is what is retained on record. Ms. Hernandez suggested amending the verbiage for section 18.1F removing the completed construction clause allowing the JPA to be billed 4.0(A)...because when a job is designed it has to take into consideration everything that could reasonably be put on that pole. Mr. Chow continued, stating because there is knowledge that the other member purchased interest, their pole loading also needs to be accounted for. Ms. Hernandez suggested Sharefile as a way to view pole loading making calculations readily available for all members to view...He continued, suggesting revising the verbiage in section 4.0 to include the implementation of a timeframe.. suggested members could purchase space, participate in maintenance, and submit pole loading for what is in the field. If the members entitlements do not happen or the job is canceled the owner can relinquish the interest. Mr. Chow reminded members the item was in association with foreign JPAs...Mr. Chow inquired if a foreign JPA does not get billed would Edison be able to issue a Form 48 and bill the JPA records only 18.1F. Ms. Hernandez stated after the timeframe passed Edison would be able to issue a Form 7 indicating the timeframe passed and requesting the JPA be final billed by the next billing cycle or the JPA would be final billed by Edison 18.1F. If no response is received from the Form 7 Edison would be able to move forward in billing the JPA 18.1F...	2014	24
Unbilled JPA	the process is already outlined in the Routine Handbook, the problem is members are not following protocol...subcommittee where members discuss old foreign JPAs and rectify why the JPAs are being held up	2014	28
Unbilled JPA	discussion led to members not wanting to use section 4.0(A). Ms. Pearson stated emails were sent out to members notifying members JPAs have not been final billed and if the JPAs are not billed by XX date Edison will final bill the JPAs 18.1F.	2014	30
Unbilled JPA	members agreed to leave section 4 as it is...Mr. Chow inquired if a Form 48 is truly required for a section 4.0 JPAs. He continued, stating if a member is reserving space and they do not intend to build in the near future, a Form 48 should not be required to final bill the JPA... She continued, asking after approval at what point could the JPA be final billed. Ms. Pearson suggested JPAs could be final billed 1 calendar year from Date Sent dated on the JPA even if construction has not been completed...processing the purchase of interest JPAs in a first come first serve manner. He continued, stating members would not be able to reserve space. Rather the company that pays for the interest first gets the rights to attach to the pole. The members stated that the Date Sent of the JPA is what dictates which JPA final bills first...Edison agreed to rework verbiage for sections 18.1 (D-F), 18.7, and section 4.0...	2015	40
Unbilled JPA	Mr. Chow inquired if a member is purchasing space why is a Form 48 needed. He also stated a member purchases interest section 4.0 to own space. He continued, stating many members own space on a pole and are not attached...Mr. Chow suggested a timeframe be implemented on the Form 48 when purchasing interest indicating after XX days the JPA will be final billed whether or not construction has been completed... Mr. Chow stated G.O. 95 dictates pole loading is to be provided at the time construction is done. Mr. Hunter stated even though a member is an owner of record, capacity on a pole cannot be reserved for them...	2015	87
Unbilled JPA	the process taken when an initiating member fails to final a JPA. Ms. Hernandez stated it is not the wish of a participating member to final bill a JPA for the initiating member; however if needed a participating member may exercise this option. Mr. Chow stated that in the time that Edison has been notifying members of their intent to final bill, and the initiating members reply that they will final; after research by Edison, the final billing does not transpire in many instances...	2015	91
Unbilled JPA	After review, the members agreed that a Form 48 is required for all sections except 4.1, 5.1(C), and section 13. The members also agreed that all other sections require a Form 48 but the 45 day timeframe can be waived with an agreement by all members.	2015	99

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Unbilled JPA	the space is not owned until it is final billed and a place marker cannot be added because it would be considered reserving space. Mr. Williams stated that if the JPA is final billed then the space is owned whether they attach or not. Ms. Mueller inquired if this negates the necessity for a Form 48. Mr. Williams stated that when they do attach they can do a Form 48 to inform the other members of the attachment. Ms. Hernandez stated that this would only be for purchasing not for replacing a pole.	2018	91
Unbilled JPA	Ms. DeBarge asked if billing of a purchase of interest JPA based on construction. Ms. Hernandez replied not always, it could be a records-only...anything can happen within that 24 months and if they went ahead and processed with their JPA that way when they purchase they will at least have the correct information... one of many issues from the process as a whole and a lot of it needs to be updated. The process as it stands is trying to accommodate something that is no longer valid and current in the industry…	2020	53
Unbilled JPA	Denials: denials are going back and forth, he thinks his main goal is to help streamline the denials that are going back and forth to make things a lot easier for all the members involved...When they initially submitted their loading, they did it to the best of their ability. For another member to come back and say it is no good and they need to revise it, but not tell them how, is not playing nice in the sandbox because they would do the same as well. With the denials concerning pending JPAs, he feels that if a JPA is going to be denied based on the mention that there is a pending JPA somewhere out there, that JPA must be dealt with. It cannot be a JPA that has been denied. He does not think it is fair for everyone just because they cannot revise their loading based on a pending JPA that has loading that did not pass… the back and forth with the denials hurts any project or any job that they have moving forward. It kills it and definitely needs to be looked at…	2020	99
Unbilled JPA	Mr. Carrion stated that Crown Castle does not issue JPAs for builds that they do not intend to do. Mr. Serrato stated that everything is initiated because they have already secured business. Mr. Carrion stated that they have plans in place and everything has been designed, it is at that point they initiate JPAs, and they assume that is the same practice for other members. Mr. Serrato stated that is evident in their project numbers build into the JPA...Mr. Carrion stated that because they do not issue JPAs they do not intend to do, it does not mean there are not any delays. Sometimes things do take two years or a little over.	2021	137
Unauthorized	You are illegally attached if you have not purchased interest. This was an ongoing conversation since 1999 revolving around the Pulsiver decision and the $500 penalty fee to be charged to utilities that are illegally attached (unauthorized), that members should not be treated differently than non-members in regards to illegal attachments.	2001	1
Unauthorized	She added that today, she is of the opinion that the current penalty for section 4.1 is no longer a deterrent toward unauthorized attachment. She shared a personal experience in which she overhead a construction personnel remark, when accused of this violation, quoted “so bill me”. It appears the benefit of attaching illegally outweighs the unauthorized attachment penalty, since the incoming member is conducting business and collecting revenue immediately, rather than waiting for the entire JPA process to be completed. She added that she is now of the opinion that this issue requires serious consideration. It appears that the 50% penalty is no longer a deterrent to illegal attachment.	2007	7
Unauthorized	Ms. Goetz stated that what prompted this issue is the method of attaching Altrio Communications had practiced in the past, which resulted in loss revenue to members. Ms. Prescott stated that members are attaching prior to processing a Form 2. Since the action is not approved, then it is an unauthorized attachment.	2007	8
Unauthorized	He added that all members have encountered a purchase of interest JPA that has remained open for one to two years. He further questioned that at what point in time should a lengthy purchase of interest JPA be considered a 4.1.	2008	53
Routine Interpretation	JPAs finalized as Section 18.1-D. The members agreed that the primary problem with the routine sections is the interpretation, and the original intent. Since revisions are updated, and effective the first of every year, the consensus is to publish on the SCJPC website, the intent and interpretation of the section in question. This would require adding a new interpretation section to the website. Mr. Chow added that on the web, it would state the section verbatim, and the ad hoc’s agreed upon interpretation.	2006	6
Routine Interpretation	Mr. Brown stated that the Routine is a planner, and must be clear and concise enough in order to leave nothing to the imagination. Mr. Chow stated that in his opinion it is not written as such.	2007	9
Routine Interpretation	Mr. Chow stated that the Routine was written to lend itself to the method business was transacted between members thirty or so years ago. In his opinion, it does not fit in today’s world of joint pole transactions, especially the wireless organizations.	2007	26
Routine Interpretation	purchase of interest with an estimated planned construction start date	2013	35
Routine Interpretation	Ms. Hernandez stated the ultimate goal is to have the entire foreign JPAs final billed so all members incur ownership costs. She was of the opinion that billing and field verification need to be separated.	2013	37
Routine Interpretation	Mr. Chow stated he is in favor of members purchasing the space if they plan to construct rather than reserving the space. Ms. Hernandez agreed stating members could relinquish if they did not need the space.	2014	3

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Policing Members	Mr. Brown stated that Edison's major concern is the over-lashing and overbuilding on poles. Ms. Dell stated that another concern is the wind loading issue, and testing for wind loading on leads. Mr. Bengtsson commented that this is a GO 95 issue. the members do not police one another. That members are aware of their individual responsibilities. Mr. Bengtsson stated that policing could create problems. The decision is to discuss this issue with Edison, locate any major concerns, and to leave this issue on the agenda for further discussion.	1999	18
Pole on Other JPA	JPA not final billed denoting owned space: Mr. Chow stated that he disagrees, because a member should not list on the header if said member is not a member on record. Ms. Hernandez explained how she denotes the pending JPA on the later JPA. She added that this is necessary so that no two members vie for the same space and grade, which could happen when members are not informed.	2007	17
Pole Loading	Section 4: After discussion, the members agreed that section 4.0 "records only" would be a good idea and when final billed, the pole loading needs to be uploaded to Sharefile.	2013	26
JPA Alert	05/15/2013 Alert: ISSUING A FORM 48 AFTER WORK IS COMPLETE: If a Form 48 has been issued stating that work has been completed on behalf of a member, the initiating member does not need to issue a Form 48.		
JPA Alert	10/17/2018 Alert: POLE LOADING WHEN THERE IS A PENDING JPA When initiating a JPA and you find that another member has a pending JPA and not yet attached, request their pole loading. Include the pending member's pole loading information on your pole loading. Discussed in Compliance Committee meeting on 9/18/2018.		

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Item 1793 Section 4 – JANUARY 2024 NOTES

Supporting information for this discussion.

SCE is trying to solve for a problem by bringing members back within the boundaries of the Routine. Members sell space, whether attachment is immediate or not. At the close of the sale, that space belongs to that member to attach when necessary according to their project plans. SCE does not monitor a member's attachment. The member is obligated to abide by safety standards and Routine rules in attaching and maintaining their purchased space. The expectation upon approval is payment and the SCJPC record to be updated to accurately reflect joint owners. SCE is not asking for a change in the section. We are proposing the member process comply with the rules.

- The scope of Section 4 is sale and purchase of interest. The section is currently being used for construction.
- SCE has 12,083 active purchase of interest JPAs submitted by various members, dating back to 2010.
    - 3,876 purchase of interest JPAs must final bill before another member's JPA (1,657 F48 have been received for the 3,876, which is another problem to solve for…).
        - Members are being denied new business purchase of interest because they are not aware other members have submitted a JPA to purchase space, so they are not including a pending member's purchase on their JPA. The JPA is returned to the member due to inaccuracy. Extra work and resubmission could have been avoided if the JPC pole card was accurate.
- SCE has 2,510 replacement JPAs held up due to a member's purchase of interest JPA not yet final billed. With these, a member is attempting to purchase space into and attach to a pole that may no longer be in the field. (see scenarios below)
    - 1081 have no F48 but extension requests were received

Other sections where attachment is completed *after* final billing:

- Section 3.1. JPA final bills with a member's grade and space on the Proposed side of the JPA without attachment being completed.
    - Form 48 is not sent/received when member attaches.

Requiring a member to attach before closing out the sale of space is not aligned with verbiage of section 4.

Section #	The Rule	Member Process	Advantage of Member Process	Disadvantage of Member Process	Recommendation	Advantage of Recommendation	Disadvantage of Recommendation
4.0 - Purchase or Sale of Interest	Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned.	Used for member construction.		*Not in compliance with the Routine: Purchase and Sale *Delayed billing to close out purchase and sale *Complications with other member JPA approval and billing (bill before/after) *Constructing in space not owned (unauthorized) *Purchase pending for poles that have been removed *Pole Records inaccurate (cannot be updated to reflect joint ownership until JPA finals)	Return to and adhere to the boundaries of what the section says: Purchase and Sale of Interest. Timely submit final JPA to the SCJPC for billing to close out the sale and update the pole record on the website.	*Alignment with the Routine: Purchase and Sale *Timely billing to close out purchase and sale *Lessen the likelihod of denied JPAs for bill before/after *Member attachment will be in owned space within Routine timelines *Visibility of joint ownership to all joint owners on JPC record	*Member may no longer desire the space. **REMEDY: Member to initiate JPA to relinquish; submit for billing witin 90 days.**

Another Advantage of this Recommendation: all joint owners are sharing in maintenance of the pole in which they have ownership and will conduct business. 2/21/2024

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THESE ADDITIONS FROM JANUARY 2024 MEETING ARE NOT TO BE CONSIDERED AT THIS TIME AS WE WORK TOGETHER TO MOVE FORWARD. SCE, 2/21/2024

4.0 Purchase or Sale of Interest

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0.

Additionally, the following cases shall require purchase:
(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

NOTE 4: Joint Pole Authorization to be submitted to Southern California Joint Pole Committee not less than 45 days and no more than 90 calendar days from the Date Sent of the preliminary or 18.1E cancellation will apply.

18.1-E Time Limits Involving Construction and Other Miscellaneous Situations

(a) Emergency Replacements – Member replacing pole in an emergency must notify other owner(s) within 24 hours by telephone. This includes the emergency use of MOD/POLES. (See Sections 7.6 and 19.7)
(b) Free Attachment - Member maintaining free attachment must remove its facilities within 48 hours of telephone notification confirmed by Form 48. (See Sections 5.5 and 11.0)
(c) Maintenance Liability - Liability for maintenance extends 60 days from date sent of a Form 2 Preliminary Joint Pole Authorization involving a relinquishment, or from the date facilities were removed from pole. (See Section 19.0)
(d) Relinquishment/Abandonment of Interest – 60 days notice must be given to other owners when termination of ownership is intended. (See Section 5.1)

(e) Removal of pole or transfer of facilities must be completed within 60 days from date of Form 48. (See Section 5.0 & 7.0)
(f) After the final billing has been processed, all liability is assumed by remaining Member(s). (See Section 5.0 & 7.0)
(g) Temporary attachments allow for facilities of another Member to remain on a pole for a period of time, which is less than one year. (See Section 14.6)

Construction Start Date/Cancellation - The time limit for starting joint pole construction shown on a Form 2 Preliminary Joint Pole Authorization shall be 18 months from date issued. At the expiration of this time period, the following procedure should be followed:
If construction has not been started:
• Form 7 shall be sent by any member involved to request extension, which requires mutual agreement in writing, or to cancel.
• If construction has not been started and JPA time limit exceeds 24 months, explanation is required for extension. If no response, the JPA will be cancelled on the initiator's behalf. (Revised March 2016).

Purchase of Interest Cancellation - The time limit for the initiating member to transact an original Southern California Joint Pole Committee authorized typed or electronic final to the Joint Pole Committee for final billing for purchase or sale of interest with intent to construct is not less than 45 and no more than 90 calendar days from the Date Sent of the preliminary Joint Pole Authorization. At the expiration of this time period, the following procedure will be followed if final submission has not taken place:
• Form 7 shall be sent by the initiator of the Joint Pole Authorization to explain the reason for delayed final submission, which requires mutual agreement in writing if an extension is requested, or to cancel. The length of time of the extension must be stated.
• If no communication from initiator and no agreement for an extension, the JPA will be cancelled on the initiator's behalf and space will become available to other members.

added to address timely return of memos to the JPC

18.3 Form 2 Final - Completion

Copies of Form 2 Finals are distributed by the Joint Pole Committee office. Any discrepancies noted by the Committee on Form 2 Final will cause this form to be returned for correction, which must be addressed by issuing member and returned corrected to the Joint Pole Committee office by the next billing cycle. When form 2 Final has been issued, the Committee is authorized to proceed with the preparation of pole record and Bills of Sale. Upon request, the SCJPC will make available a memo to any member who is party to a JPA for 18.1F purposes. - - send this to angela

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BILL BEFORE/AFTER SCENARIOS

This is a small sample of a very large problem.

SECTION 4X SUBMITTED	BILL BEFORE	BILL AFTER	STATUS
U1 submitted to U2 2014	U2 Replacement 2016		U2 JPA on hold for billing since 2016. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2017	U2 Replacement 2018		U2 JPA on hold for billing since 2018. U1 requested extension. The old pole U1 proposed to purchase into is no longer in the field.
U1 submitted to U2 2018	U2 Replacement 2022	U2(2)	U1 cannot bill until U2(2) 2019 Replacement bills. U2(2) replacement cannot bill until U3 4X final bills. U2 replacement cannot bill until U4 final bills 4X on pole that is no longer in the field.
U1 submitted to U2 2016	U2 Replacement 2021		U2 JPA on hold for billing since 2021. U1 requested extension. The old pole U1 requested to purchase into is no longer in the field.

We talked through the significant delays that bill before/after causes.

- If a member is purchasing at a different grade/space on the same pole, a pending 4X JPA should not hold up another member's purchase.
    - If all members have been added to the header, pole loading submitted, approvals obtained, then either JPA could bill first.

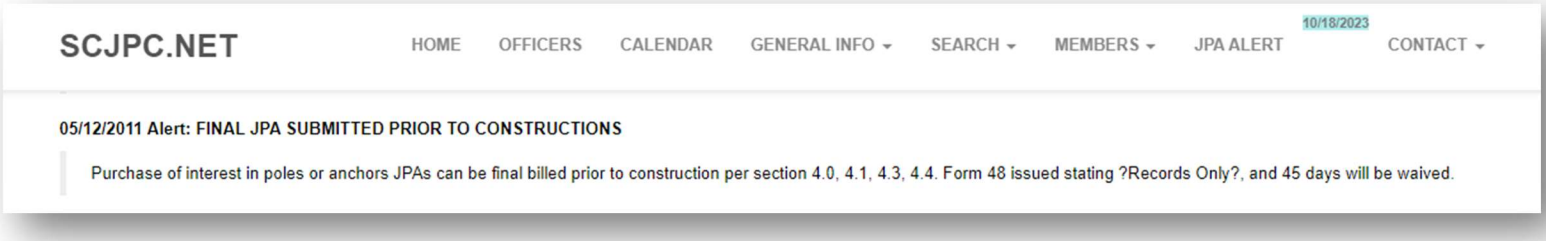
Bill before/after for 4X where construction is involved (erecting a new pole), must be considered. We have an opportunity here to revise the process, to work together to prevent delays.
SCE, 2/21/2024

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Notes shared by SCE 2/21/2024

A few things were said in the January 2024 Routine meetings that we would like to bring clarity to.

- **there is no such thing as a Records Only purchase and sale of interest**
    - Records Only F48 was introduced in 2011 to alleviate members of large, recurring backlogs due to JPAs not being billed.
    - Members were of the understanding that attachment had to be made prior to closing out their purchase of interest JPA. This thinking still lingers today, which continues to perpetuate large backlogs, delays in billing, and denials.
    - Members also were not following that process of closing out a JPA when attached, either not sending a F48, or sending a F48 but not completing final billing.
    - There are many months/years of meeting regarding the topic with members trying to figure out how to bill member's up front for their purchase.



- **if the intent is to construct then it is not just Records Only**
    - According to prior minutes, construction, pertaining to a pole, is a new set or replacement.
- **Records Only is to update if they go out into the field and see that the field conditions do not match the records then they submit a JPA to update those records**
    - According to prior minutes, this was not the intent of Records Only F48.

Of lengthy and recurring discussion in prior minutes was members **attaching to poles and not billing their JPAs to secure ownership**. It was solved for in 2012 with the addition of Records Only to the F48 and a JPA alert in 2011 stating that purchase of interest JPAs can be final billed prior to attachment.

It was stated in the February 2024 Routine meeting, this is no longer 1946, referencing prior minutes and the way things were done. Well, it is no longer 2011 either. We are in a new day and what was thought to work previously concerning section 4 is not working now. Judging by the minutes, in our opinion, *it was not working then either*.

The objective here is to bring the process current and compliant *to ensure that the pole records are correct in the JPC database, and all members are being compensated for purchase and sale equitably and maintenance as a joint owner*.

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SCE read older minutes, back to 1940. Here are some points of interest:

- There is nothing new under the sun. Everything we are going through now and trying to solve for has already been an issue previously. It is important to read the minutes and JPA alerts of previous years because many of our problems have already been resolved.

- **Records Only was added to the F48 in 2011 for sale and purchase of interest**.

- **Construction was a new set and replacement**. It was not *attachment* to an already existing pole. CONSTRUCTION refers to building a structure. ATTACHMENT involves connecting or fastening components to some part of that structure.

- **Purchase of interest under notice of intention, section 3.1, stated that purchase was not required until attachment was needed**. *This expectation ensures the integrity of members that none are just buying space with no intent to conduct business for customers.*

- **Reserved space was recorded as a sale of interest**. *Reading through the 1940 minutes, it seemed sale and purchase was a separate transaction, not part of the JPA process. There was much discussion of creating a separate form for intent, opposed to the construction involved with setting a new pole for joint use and replacement of an existing joint pole.*

- **Space to be occupied by each party shall be determined upon in advance of occupation**. *A member should not be attached to a pole that they do not own interest in. That was considered unauthorized.*

- **Sales were based on a member's future use of the space**, whether for themselves, to rent, or to sell to another member. *Back then, all usable space on the pole was expected to be sold*.

- **Notes on the 1940 Routine spoke to when monies were due for sale and purchase**. "Said amounts shall be due as soon as approved. No attachment whatsoever may be placed on a pole excepting by shareholder in such pole."

Item 1793: Section 4.0 with Form 48

CHARGES

Tenth: The owner or owners of a pole, new or old, which is to be used in combination with more parties, shall be allowed to bill against the said parties, amounts determined by the number of parties using the pole and the valuation of same, and the said amounts shall be due as soon as the parties, by their officials, have agreed to enter the combination, provided the said poles have been put in proper condition as specified in paragraphs above. Space for 1, 2 or 3 cross arms for regular use, or for two cross arms to hold one or two high tension three wire circuits, with or without two telephone wires elsewhere on pole, or one railway span, with or without one cross arm, and two or more telephone wires elsewhere on the pole, shall be considered one share. A space for one or two transformers, lighting fixtures or cable terminal will be considered as included in one share referred to above. No wires or fixtures whatever may be placed on a pole excepting by shareholders in such poles. The valuation of poles, having been determined as per Section 9, charges will be made as a fraction of the said valuation as follows:

When a combination is made, each incoming party shall pay the owners or owner, that fraction of the valuation represented by the shares to be occupied by it, and the pole is then owned by the occupants thereof in proportion to the number of shares occupied by each. The proceeds so derived by the owners of the pole which was owned by more than one party shall be divided between such owners in proportion to the number of shares owned by each.

See attached **Excel Spreadsheet** containing prior Routine minutes snippets pertaining to the committee's efforts refine section 4 to separate sale of space from attachment. SCE 2/21/2024

Item 1793: Section 4.0 with Form 48

Below is the proposed 4X process flow. This would be implemented moving forward. We all must work together to clean up the existing backlog, as it spans across all our companies with bill before/after. SCE 2/21/2024

PROPOSED 4X PROCESS FLOW	SCE
Member desires ownership to conduct business	1. Initiator submits 4X JPA to Receiver with Records Only F48 2. Receiver reviews request to approve or deny within 45 days. Returns signed copy and F48 to Initiator.
Upon Approval	1. Initiator submits JPA to JPC upon receipt of approval(s) within 90 days. (section 18.3 Records Only F48 45 days is waived upon approvals) 2. JPA final bills: Receiver receives said monies, pole card is updated 3. Initiator sends F48 when attachment(s) complete. *Receiver understands this could be years out but should not exceed 18 months.*
Upon Partial Approval	1. Receiver returns partial approval to initiator. 2. Initiator makes updates and/or removes issue poles from JPA via F7. 3. Proceed with billing for remaining poles or send F7 to cancel entire JPA. **Initiator must not attach unauthorized to denied pole removed from JPA.
Upon Denial	1. Receiver returns denial to initiator with denial reason. JPA is canceled. **Initiator must not submit denied JPA for billing or attach unauthorized.
Addressing Pole on other JPA (POAJ)	Bill before/after causes significant delays in billing and other initiator approvals. 1. Remove POAJ poles from JPA to their own JPA. 2. Initiator may work with Receiver to have the pole(s) added to other pending JPA.
After Final Billing (Member owns space)	1. Initiator sends F48 to receiver confirming attachment (optional). 2. If initiator decides space is no longer needed, initiator creates section 13 JPA, submits to receiver and JPC immediately to correct the SCJPC pole record and receive refund of said monies for purchase of space so that it is available to other members.
Other Members Desiring Unused Space	1. Initiate 4X JPA to purchase unused space. *Initiator must understand that though the owner of the space may not be attached, that member has plans to attach.* 2. If space has not been occupied within 2 years of purchase without valid reason, and another member desires to execute their plans in said space, space will be sold.

Item 1793: Section 4.0 Revisions from Maria Ortiz 2/20/2023

4.0 Purchase or Sale of Interest with Intention to Construct

Purchase or sale of interest in pole shall be initiated on Joint Pole Authorization and shall be approved by all Members concerned. Section 4.0 is not to be used for the purpose of reserving space. The interest and price applying thereto shall be in accordance with Routine and schedule of structural values or other Authorized Costs and date Joint Pole Authorization is issued, unless otherwise agreed.

Any extension of line conductors by one Member upon one or more poles of another Member in any direction shall constitute a longitudinal line extension and all poles in such extension shall require purchase of interest, except as otherwise provided under Section 9.0

Additionally, the following cases shall require purchase:

(a) Pole used for supporting line conductors
(b) Pole used exclusively for services
(c) Pole on which service is run to underground
(d) Pole used for supporting street light wire
(e) Pole used exclusively for guys
(f) Pole used for guying with supporting guy to anchorage
(g) Poles where guys are extended from pole to pole involving more than one span
(h) Pole space used for supporting hardware, which occupies useable space.

Refer to Section 18.1-D & 18.1-E for Form 2 & Construction Time Limits.

NOTE 1: Purchase of entire interest shall be at structural value.

NOTE 2: For purchase into anchors, refer to Section 12.3.

NOTE 3: If a member purchases above an existing antenna, that incoming member is required to purchase 2' minimum above the antenna. (Revised August 2017)

18.1-A Preparation of Form 2 Preliminary Joint Pole Authorization

By agreement, any Member may be designated as the constructing Member in joint work.
The Member initiating Form 2 Preliminary Joint Pole Authorization shall specify its Authorization number and all required details of the agreement. The Joint Pole Authorization number shall begin with the current member's code. The Form 2 shall include, but is not limited to:
(a) Pole Number – a new date sent should not be required if the issuing member has made an effort to obtain the pole ID from the pole owner
(b) Nature of work
(c) Applicable Routine Section Number
(d) Designation of involved Members
(e) Circuits
(f) Interest
(g) Grade
(h) Space
(i) Pole/equipment data, including jointly owned arms, anchors, risers, wireless and broadband equipment.
(j) Other essential record data i.e. tenants, power communication (P.Comm)
(k) Authorized Costs item number and number of items where required
(l) Police and/or fire report or case number when applicable and available
(m) Provide billing information when applicable billing sections are used
(n) Estimated construction start date
(o) Date sent
(p) Date prepared
(q) Pole Class for wood poles
(r) Additional notes such as pending JPA numbers or corrections per field conditions
(s) Pole loading analysis only for poles associated with the JPA. NOTE: (1) Members cannot dictate pole loading method and format however must meet all GO95 requirements;
a request for revised pole loading will require a new date sent
(2) Section 4.1 refer to the section.
(t) Optional drawing/map: highlight only the poles associated with the JPA (Revised June 2020).
(u) GPS coordinates – When existing SCJPC pole card does not have GPS coordinates, adding them to a Form 2 is preferred, but not required. (Revised January 2023)
Revisions to the above stated requirements may be made through the F7 form, unless otherwise notated.
The Preliminary Form 2 shall be limited to 10 pages.
If a pole listed on a new Form 2 is also listed on a pending Form 2(s) the Initiating Member(s) of the first pending Form 2 must do one of the following, to

ensure the pole record is accurate:
1. Final Bill the first pending F2 or cancel it.
OR, 2. Issue the second F2 with the pending F2 to "BILL FIRST" as a note in the Location and Nature of Work. "BILL FIRST" note should not require a new date sent (Revised February 2022)

Where a specific transaction involves special agreement, it shall be designated as such on Joint Pole Authorization. (See Section 1.2)

It is the responsibility of all Members involved in the Joint Pole Authorization to see that data and details of the agreement are correct. The date Joint Pole Authorization is sent shall be used in completing the billing for structural and salvage values; except in replacements, the date poles are set shall apply.

Any deviation shall be by agreement of the Members involved and noted on the Joint Pole Authorization. Section 20 shows Member code letters and abbreviations to facilitate preparation of Joint Pole Authorization.

Where jointly owned poles are to be removed from service, the Joint Pole Authorization must designate which Member is to pull, transport, and dispose/salvage poles as specified in Section 5.0.

To insure correct spotting of poles on record maps, it is essential that locations be accurately recorded (see Section 15.4). It is important, both for map and field reference purposes, to correctly give the City, Town, etc., in which the poles are actually located. (Revised January 2015)

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas

94.4 Clearances

A. Antennas and supporting elements below supply lines shallmaintain a vertical clearance of 6 feet from Supply Conductors operating at 0 – 50kV. (See Figure 94-1)

B. Antennas and supporting elements below communication lines shall maintain a 2 ft. vertical separation from communication conductors and equipment. (See Figure 94-1)

C. Antennas, associated equipment (e.g. terminations, enclosures) and support elements installed above supply lines and/or communication lines of different ownership attached to the same structure shall maintain the vertical clearances specified in Rule 38, Table 2, Case 21, Columns A - H.

Note: Other vertical clearances between communication equipment and supply lines are specified in Rule 92.1-F(2).

D. Antennas, associated equipment (e.g. terminations, enclosures) and support elements, installed above supply lines and/or communication lines of different ownership, shall maintain the radial clearances from unattached supply and communication lines specified in Rule 38, Table 2, Case 3.

E. Antennas shall maintain a 2 ft.horizontal clearance from centerline of pole when affixed between supply and communication lines or below communication lines. (See Figure 94-1)

F. Horizontal clearances from centerline of the pole for Antennas, associated equipment and support elements, affixed between supply lines or at the top of a climbable pole, are not specified, but must be arranged so that the pole may be climbed safely.

G. Antennas shall have a vertical clearance above ground as specified in Rule 37, Table 1, Column B, Cases 1 -6a. (See Figure 94-1)

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas

Anali Spencer

From: Angela Pranata
Sent: Tuesday, May 2, 2023 9:52 AM
To: Anali Spencer
Subject: Fw: Antennas - Types ,Clearances and the Purchasing of Space
Attachments: example pole.png; 4 cables one antenna attached to cable.png; 4 cables one antenna attached to cable - pic 2.png

Follow Up Flag: Follow up
Due By: Monday, May 8, 2023 8:00 AM
Flag Status: Flagged

Categories: IMPORTANT, MTG

Angela Pranata
Manager of Operations
So. Ca. Joint Pole Committee
909-599-3801 x8
Cell: 909-451-3024
angela@scjpc.net

From: Nick Van Stryk <nick@petrellielectric.com>
Sent: Wednesday, March 15, 2023 2:22 PM
To: JHarmon@motiveis.com <JHarmon@motiveis.com>; 'Earle Carrion' <Earle.Carrion@crowncastle.com>
Cc: AT&T (Joint Pole) Kay Black <kayblack@att.com>; Angela Pranata <angela@scjpc.net>; 'john.bacon at ladwp.com' <john.bacon@ladwp.com>; Lex Treepaisan <lex.treepaisan@ftr.com>
Subject: Antennas - Types ,Clearances and the Purchasing of Space

Good Afternoon,

I have been sent a set of plans regarding antenna attachments and I keep getting mixed answers.

I am trying to understand how an antenna attached to a pole requires one clearance but once an Antenna is attached to the messenger it no longer is required to mean as much of a separation. I have attached an image of a pole in which the member has submitted plans to install an antenna. They do not plan on attaching the antenna to the pole. I can only assume then that the antenna will be on a messenger.

There is no purchase of interest required. My concern is that they are sharing an arm and will (with the added weight) also end up sagging into the line below them. If they installed a vertical 12” stand off to maintain the separation; the equipment would still not be 12” apart.

As you can see in an example I found, in the photos “4 cables one antenna”, their attachment is not radially separated. The most recent attachment on the pole is the antenna owner.

My question is how can an antenna attached to a messenger be exempt from the rules of 94.4 which apply to antennas on a pole? I don’t completely understand what is exempting antennas on a messenger from the clearances in 94.4. I

don't understand why the requirements exist for when it is attached direct to an arm or pole and then no longer are required after they are installed 2ft off the pole.

Respectfully,

Nicholas Van Stryk • *P.E. Electrical* • **Direct:** *323.583.8811 Ext. 618* • **Cell:** *818.300.4682*
Service Planning • Electrical Inspections • SCJPC Representative • Fiber Services • GIS Coordinator

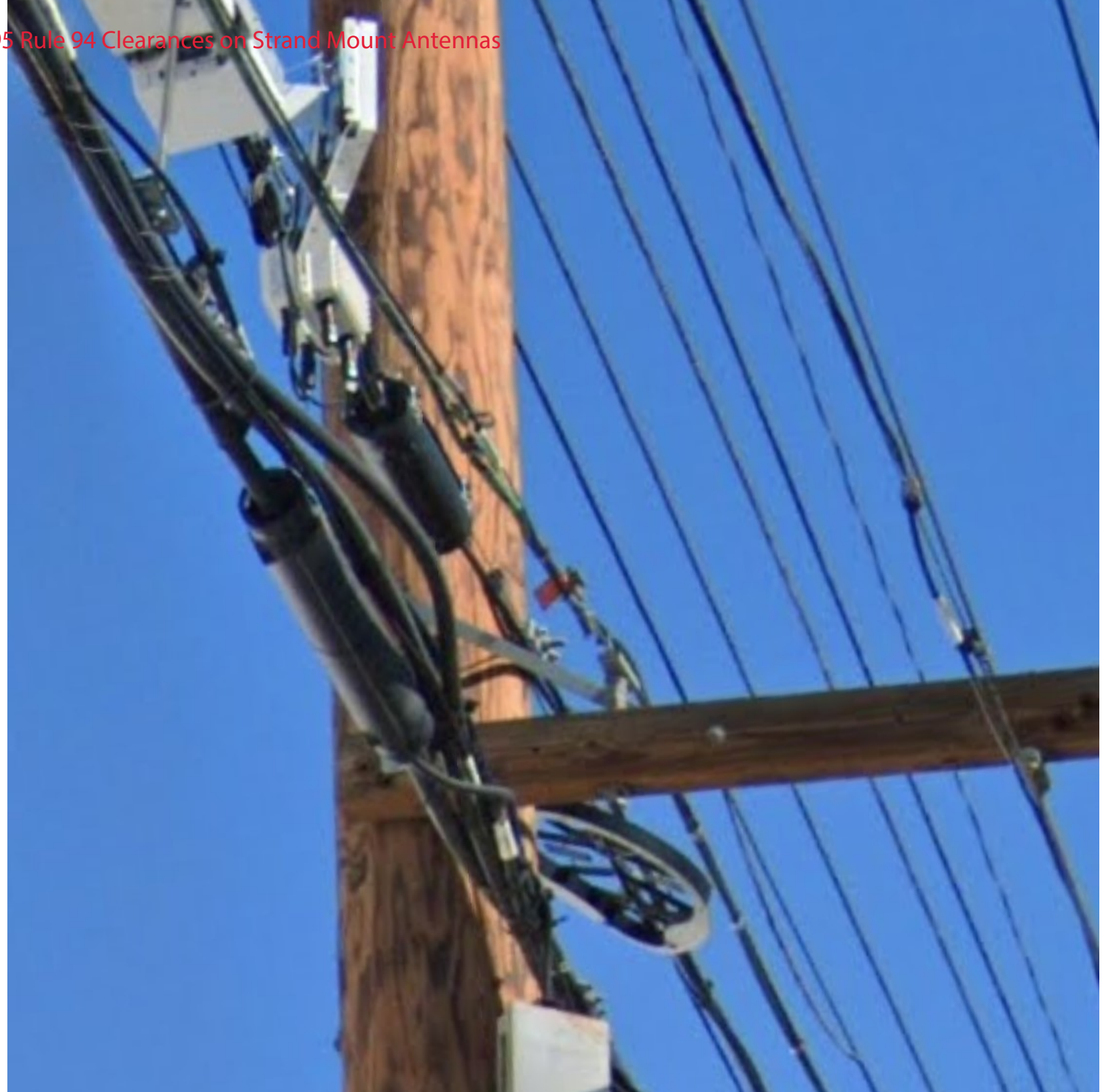
Petrelli ELECTRIC CO.
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ST. LIC. 444795

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas




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MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas



MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas



SCJPC MEMBER COMPANY NAME OR MEMBER CODE:	
NO TAG Requests – Base Owner Only (Note: Requester should provide address, GPS, pole attributes, and reference pole tags on either side)	
Full Name Telephone Number (s) Email Address	
JPA Copy Request (Note: Requester should provide impacted pole tags)	
Full Name Telephone Number (s) Email Address	

Please email the completed MS Word form back to Angela Pranata (angela@scjpc.net) by September 17, 2024.

If you have any questions regarding this form, please contact Kay Black (kb6314@att.com) and Angela Pranata (angela@scjpc.net).

Thank you.

Southern California Joint Pole Committee

279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

October 16, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 10:05 a.m. via teleconference. Those in attendance were:**

Ms. Maria Ortiz	MCI/Metro ATS, XO Communications, MCI Telecommunications
Ms. April DeBarge	Southern California Edison
Ms. Marisol Bailey	Southern California Edison
Mr. Michael Pearson	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Silvia Villasenor	Southern California Edison
Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Ms. Megan LaMon	Crown Castle NG West Inc.
Ms. Jacqueline Costa	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Ms. Aarize Dizon	Crown Castle NG West Inc.
Mr. Jeremy Harmon	Verizon Wireless
Mr. Hugo Murillo	City of Burbank
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Heidi Seropian	Extenet Systems
Ms. Linda McLean	Extenet Systems
Ms. Kay Black	AT&T California
Mr. Todd Dailey	AT&T California
Mr. Barry Consulter	AT&T California
Mr. Alex Parra	City of Riverside
Mr. John Vu	City of Anaheim
Ms. Yesenia Delgado	Time-Warner Cable
Mr. Ben Coffey	City of Banning
Mr. David Campo	City of Lompoc
Ms. Claudia Arellano	City of Vernon
Ms. Lynne LaFrenais	Bear Valley Electric Services Inc.
Ms. Alicia Smith	Sprint Nextel/Sprint Communications
Ms. Shawn Henderson	T-Mobile USA
Ms. Angela Pranata	Committee Staff

Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Ms. Ortiz called the meeting to order at 10:05 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Ortiz opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from the members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Ortiz opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Ortiz asked if any members had anything to bring up at this time.

There were no comments or concerns from the members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) –. Ms. Ortiz stated they voted on the Billing out of Sequence and inquired if they wanted to get more examples in from the Members they would still be taken. Ms. Black stated yes, and that AT&T California has been finding different scenarios and as they come across them, they will make an example out of it.

There were no further comments or concerns from the members.

Agenda Item 4 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Ortiz opened to Section 4.0 with Form 48. Ms. Ortiz stated this item was on hold and asked if this should be left on the agenda or removed. Mr. Bacon stated he was all for leaving it on.

There were no further comments or concerns from the members.

Agenda Item 5 – Item 1795: Billing Out of Order Process (K. Black – AT&T California 4/25/2024) – Ms. Ortiz opened to Billing out of Sequence. She stated this was approved today and could be removed from the agenda.

There were no comments or concerns from the members.

Agenda Item 6 – Item 1797: Reasons for Denials (M. LaMon – Crown Castle 6/20/2024) – Ms. Ortiz stated that the members were to populate answers for this and send them in to Ms. Pranata. Ms. Pranata stated that she received almost 20 responses and is missing about one third. She stated she will re-send the request to the members that have not responded. Ms. Pranata stated that in the meantime she will publish the contacts received so far. Ms. Ortiz asked if there was anything else on this item.

There were no further questions or comments from the members.

Agenda Item 7 – Miscellaneous Issues –

- **GO 95 Rule 94 Clearances on Strand Mount Antennas** (Lex Treepaisan – Frontier Communications & Jeremy Harmon – Verizon Wireless, moved from Routine Revision -3/15/2023, moved from Compliance – 6/20/2024) Ms. Ortiz asked if there was anything new on this. Mr. Treepasian stated that there is nothing new on this and it will be discussed at the next Rules Committee meeting.
  There were no further comments or concerns from the members.

- Ms. Ortiz asked if there were any other miscellaneous items.
  There were no further comments or concerns from the members.

Agenda Item 8 – <u>Review of Action items</u>/JPA Alerts –

- Ms. Black to compile all the examples being received for the Billing out of Sequence examples to hopefully create one example for the Routine Handbook.
- Ms. Pranata will re-send notice for the email request for the information for Item 1797.

The Meeting adjourned at 10:09 a.m. until November 20, 2024.

<u>Transcribed by Anali Spencer – Committee Staff</u>

Item 1797: Denials

SCJPC MEMBER COMPANY NAME OR MEMBER CODE:	
NO TAG Requests – Base Owner Only (Note: Requester should provide address, GPS, pole attributes, and reference pole tags on either side)	
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MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas

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Follow Up Flag: Follow up
Due By: Monday, May 8, 2023 8:00 AM
Flag Status: Flagged

Categories: IMPORTANT, MTG

Angela Pranata
Manager of Operations
So. Ca. Joint Pole Committee
909-599-3801 x8
Cell: 909-451-3024
angela@scjpc.net

From: Nick Van Stryk <nick@petrellielectric.com>
Sent: Wednesday, March 15, 2023 2:22 PM
To: JHarmon@motiveis.com <JHarmon@motiveis.com>; 'Earle Carrion' <Earle.Carrion@crowncastle.com>
Cc: AT&T (Joint Pole) Kay Black <kayblack@att.com>; Angela Pranata <angela@scjpc.net>; 'john.bacon at ladwp.com' <john.bacon@ladwp.com>; Lex Treepaisan <lex.treepaisan@ftr.com>
Subject: Antennas - Types ,Clearances and the Purchasing of Space

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Service Planning • Electrical Inspections • SCJPC Representative • Fiber Services • GIS Coordinator

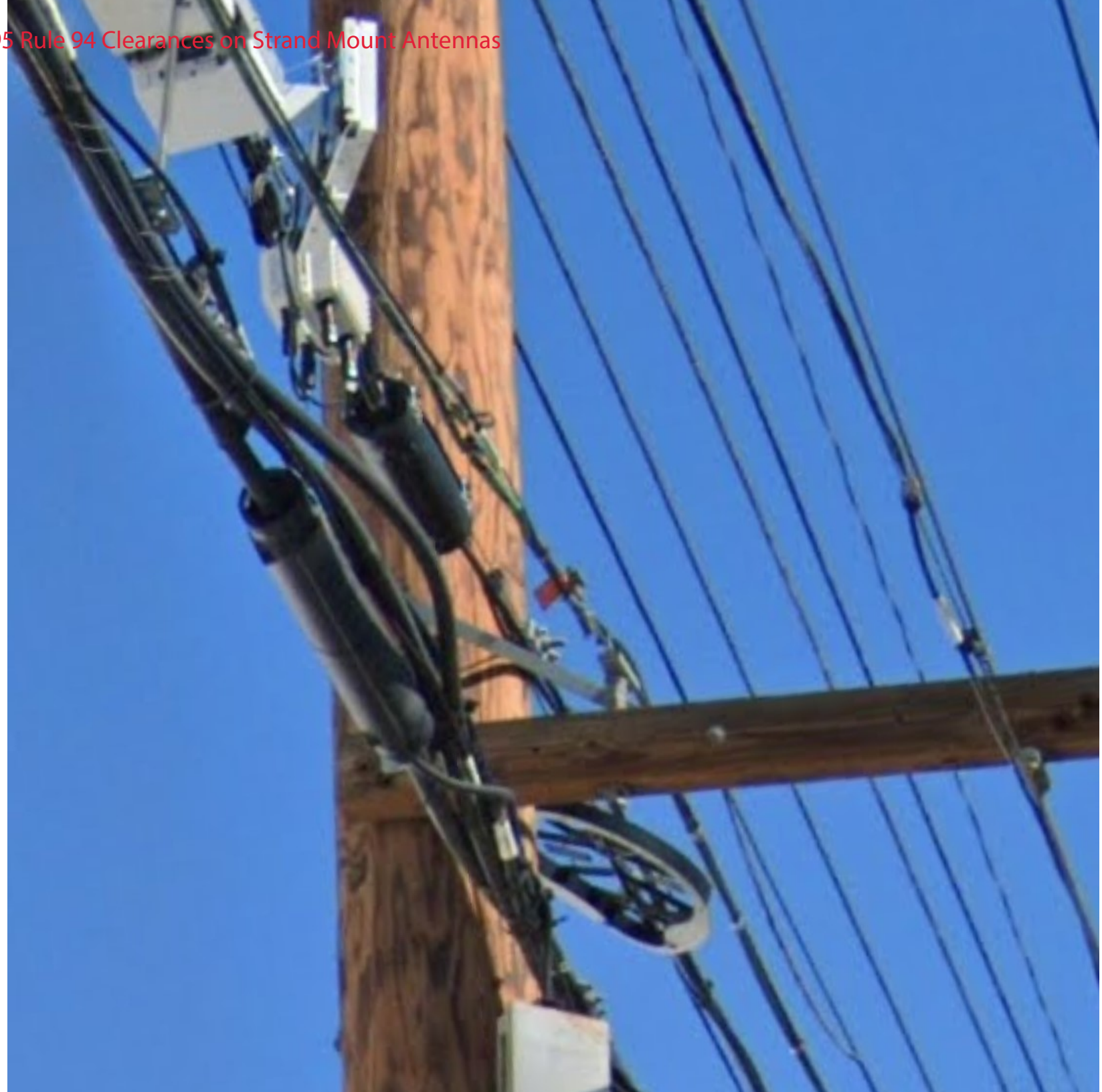
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MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas




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MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas



Southern California Joint Pole Committee

279 E. Arrow Hwy., Suite 104
San Dimas, CA 91773
Phone (909) 599-3801

November 20, 2024

A meeting of the **Routine Revision Committee** took place on the above date, **at 9:32 a.m. via teleconference. Those in attendance were:**

Ms. Maria Ortiz	MCI/Metro ATS, XO Communications, MCI Telecommunications
Ms. Marisol Bailey	Southern California Edison
Mr. Michael Pearson	Southern California Edison
Mr. Kevin Flores	Southern California Edison
Mr. Sam Picazo	Southern California Edison
Ms. Carla Stephen	Southern California Edison
Ms. Shelby Mulvehill	Southern California Edison
Ms. Silvana Ray	Southern California Edison
Mr. John Bacon	City of Los Angeles
Mr. Lex Treepaisan	Frontier Communications
Ms. Megan LaMon	Crown Castle NG West Inc.
Ms. Jacqueline Costa	Crown Castle NG West Inc.
Mr. Jeremy Effinger	Crown Castle NG West Inc.
Ms. Aarize Dizon	Crown Castle NG West Inc.
Mr. Nick Van Stryk	City of Vernon (Petrelli Electric)
Ms. Linda McLean	Extenet Systems
Ms. Kay Black	AT&T California
Mr. Angelica Tinjaca	AT&T California
Mr. Barry Consulter	AT&T California
Mr. John Vu	City of Anaheim
Mr. Mina Shehata	City of Burbank
Ms. Maribel Sanchez	Teleport Communications America
Ms. Yesenia Delgado	Time-Warner Cable
Mr. Ben Coffey	City of Banning
Mr. David Campo	City of Lompoc
Ms. Lynne LaFrenais	Bear Valley Electric Services Inc.
Ms. Alicia Smith	Sprint Nextel/Sprint Communications
Ms. Tamara Zaki	Boldyn Networks US LLC
Ms. Patti Ringo	Sonic Telecom, LLC
Mr. Joe Armstrong	City of Pasadena
Mr. Anthony Ghilardi	City of Pasadena

Mr. Johnny Villalobos	M-Power Communications
Ms. Alyssa Aguliar	City of Colton
Mr. Mark Silva	City of Azusa
Ms. Angela Pranata	Committee Staff
Ms. Kathleen Allen	Committee Staff
Ms. Anali Spencer	Committee Staff

Ms. Ortiz called the meeting to order at 9:32 a.m.

Agenda Item 1 – Review of prior month's meeting minutes – Ms. Ortiz opened the meeting by inquiring if there were any questions or concerns regarding the previous meeting minutes.

There were no comments or concerns from the members.

Agenda Item 2 – Interpretation of Routine Handbook – Ms. Ortiz opened the discussion to the members for any questions regarding the Routine Handbook. Ms. Ortiz asked if any members had anything to bring up at this time.

There were no comments or concerns from the members.

Agenda Item 3 – Item 1597: Review of Routine Handbook Examples (5/19/2015) –. Ms. Ortiz stated Ms. Black was going to work on examples for the Billing out of Sequence and inquired if Ms. Black had anything to present. Ms. Black requested that this be table for the next meeting due to not having the opportunity to meet with Ms. DeBarge.

Ms. Black mentioned that a couple of examples have already been added by Ms. Pranata. Ms. Pranata reported that examples B13 and C11 were added, and a JPA Alert was published regarding the Routine Handbook update. There were no further comments or concerns from the members.

Agenda Item 4 – Item 1793: Section 4.0 with Form 48 (Y. Delgado – Time Warner Cable 10/18/2023) – Ms. Ortiz opened to Section 4.0 with Form 48. Ms. Ortiz stated this item was on hold and asked if it was still on hold. Mr. Picazo confirmed this item was still on hold.

There were no further comments or concerns from the members.

Agenda Item 5 – Item 1797: Reasons for Denials (M. LaMon – Crown Castle 6/20/2024) – Ms. Ortiz stated that the members were to provide contacts for the denials and no tags. Ms. Ortiz asked Ms. Pranata if she received any other responses since the last meeting. Ms. Pranata stated none had been received. Ms. Black asked if what has already been received could be posted. Ms. Pranata stated she was waiting for the new website in order to publish it there.

There were no further questions or comments from the members.

Agenda Item 6 – Miscellaneous Issues –

- **GO 95 Rule 94 Clearances on Strand Mount Antennas** (Lex Treepaisan – Frontier Communications & Jeremy Harmon – Verizon Wireless, moved from Routine Revision -3/15/2023, moved from Compliance – 6/20/2024) Ms. Ortiz asked if there was anything new on this. Mr. Treepaisan stated that they got closure to this at the last Rules Committee meeting. Mr. Treepaisan stated he spoke with Mr. Jerome Candelera who is the CCTA attorney that drafted the rule. He stated that the intent at the time was strictly an antenna installed on a cable specifically with coax. He stated the rule states antennas could have clearances as a Class C circuit if it was in the Class C power range. Nothing in there discusses power supplies or radio transceivers just strictly an antenna. Mr. Treepaisan stated that should hopefully clear it up because most of the examples he saw were a radio on the strand, not just an antenna on the cable. He stated it is all it applies to having the Class C clearance of twelve inches specifically just for the antenna not including any type of power supplies, small cell site, radio transceivers, and things of that nature. Mr. Bacon asked about Rule 94.4 where it had to be two feet separation in between the communications. Mr. Treepaisan stated it was supposed be 24 inches and some verbiage was added to Rule 94.9 where it was embedded in the de-energization section. Ms. McLean asked if they have a strand mount antenna with the radio, power supply, and DC inverter, if the one foot only included the antenna and not all the other attachments. Mr. Treepaisan stated that it is just the antenna. Ms. McLean asked if there is a power supply and radio on there if it would be two feet or four feet below. Mr. Treepaisan, it looks like the exception was to provide twelve inches from the antenna, so the clearance which he believed was two feet would be in table two of Rule 38. Mr. Van Stryk stated that the object itself may still take up space so there was still the discussion on whether or not the installation of it requires purchasing additional space, because it would be no different than if they were doing any kind of attachment mid span or something like that. Ms. LaMon asked if they discussed the radio clearance of six inches. Ms. McLean stated she believes it is the lowest hanging part of the equipment they have one foot below, the lowest part plus 12 inches. Ms. LaMon stated that her understanding from the conversation was that it was to be treated as a Class C attachment and there would be a 12-inch clearance plus if it is a larger piece of equipment they would require six inch radial clearance from the equipment to the next strand. Which is how she understood the conversation. Mr. Bacon stated this may make it real complicated, but with the strand mount antenna there is obviously an RF signal and the space on the pole and that he thought the two foot was some kind of radio frequence clearance. He stated for example if Sprint had to go

up and work on their splice box and have a strand mount antenna right in front of them, then the clearance had something to do with that. Mr. Bacon stated that he was not sure though because it is strictly on the communications side and LADWP does power and believed this is why Rule 94.4 was done was for the spacing. Mr. Treepaisan stated that there would be RF admitted, but because it is an antenna, it sounded like the antennas that were being placed on the cable systems may have been old technology because the power level is really low not like the greater intensity being seen with small cell sites. Mr. Bacon agreed that the strand mounted all seem to be low volt and come through the communication fiber to energize. Ms. McLean stated that they should have a copper and then a swinging power that goes to an inverter to power up for the radio. Mr. Treepaisan stated what they are describing is like modern technology but when speaking with the cable TV attorney it sounded like some older technology where an antenna connected directly to the coax and was not like fiber take out to some sort of digital analog converter and fed up to the antenna. He stated the antenna was literally placed on a coax cable out in the field. Mr. Bacon stated that for any strand mounted antenna they run roughly from 12 to 18 inches out in the field. If they are selling space in increments of one foot, he asked if that would impede into someone's space more or less. He asked if maybe because it is off centered and does go by the other communication if there is a problem with that because then technically the top of their antenna is then next utilities space. Mr. Van Stryk asked Ms. Pranata to display the photo from the packet (see attached, page 8 of 16). Mr. Van Stryk stated in the photo the members could see that the antenna is inside the other members' space. Mr. Bacon stated that he has other low volt cell that look like omnidirectional antenna that will stick up 12 to 18 inches and that the example show was not like the others he has seen. Mr. Bacon stated if they were stacked on top of each other on the pole then the antenna would be going into the pole mounted space. Mr. Van Stryk stated that if they zoom into the photo then they can see that there are actually two attachments where that antenna is, one is Spectrums and the other is Crown Castle's, and where the antenna is installed on the outside of it is another attachment. He stated there is two different companies there and usually sags down. Mr. Van Stryk stated that he has seen them on AT&T California lines but that does not matter because they are usually at the bottom not sagging into anything. He stated the ones mounted at the top are usually seen either touching or will have an offset bracket in which usually is not enough. Ms. McLean stated that the example in the photo does not have the MAD (Minimum Approach Distance) on it either. Mr. Treepaisan asked if in terms of clearance are they looking at it from the height of the antenna at the top most portion and then the

clearance would start there to the next communication. Mr. Van Stryk stated that he was looking at like any object attached, like if it were a Class C vertical object, he would assume it would have to meet on both sides of that. Mr. Treepaisan stated that if there is other equipment on there aside from the antenna not looking at it like a Class C clearance, they would have the 24-inch clearance. Mr. Treepaisan stated that as to Mr. Bacon's point if they are looking at the top of the antenna it would be like they are occupying that space and would there be another foot of purchase if there is an antenna 12 to 18 inches above the strand for the communications. Mr. Bacon stated that in the example photo it shows a common 18 inch long antenna and if there were a cable attached to the pole one foot above then the antenna would go right into the next space which is why he thought Rule 94.4 was there to give them two feet to give a little room. Ms. Black stated that at the communication they can purchase space into the same grade and asked how that would factor into this situation. Mr. Treepaisan stated that is what they are trying to figure out because if they are buying a specific grade on the pole but their antenna is going to extend beyond for example a foot of clearance, then to be compliant with GO 95 rule then the clearances should start at the end of the antenna. Ms. LaMon stated that she thought it stated that a strand mount was exempt from the rule which is where the radial clearance comes in. She stated that she believed a strand mount is exempt from that rule and that is where the radial clearance comes in if it is larger than it is supposed be treated as a Class C circuit attachment and there is an additional radial clearance but otherwise if they are going to do the additional two feet of space based off where the top of the antenna is then it is being treated as a pole mounted antenna, then it needs to be compliant to the rule. Mr. Treepaisan stated that there are two issues at play first being if the antenna alone meet like a Class C circuit with twelve inches or does it need 24 inches. He stated if the power level was before 150 watts could be considered a Class C circuit. Mr. Treepaisan then stated the other issue. brought up by Mr. Bacon, is if the antenna extends beyond the grade purchased into should there be another grade purchased or some sort of accommodation because by having an antenna there extending beyond the grade purchased creates a clearance issue for the next communication. Ms. Ortiz stated that this sounds like it needs an Item number assigned because this may need to be added to the Routine Handbook eventually since it only discusses pole mounted safety clearances but not strand mounted. Ms. LaMon stated that if they are to add it to the Routine Handbook, then it needs to be clearly stated in GO 95 what the rules are or if they are suggesting to go off of GO 95 and change the rules and be specific to the SCJPC. Ms. Ortiz stated that they should go off of GO 95. Mr. Van Stryk stated that it is more

of a discussion around whether or not additional space needs to be purchased when their construction may impact sellable space, not so much the GO 95 requirements because those need to be met. He stated that someone purchases and puts up a fiber, but five years down the line they put up a strand mounted antenna, but if someone else bought the space, they cannot use it because of GO 95 clearances or just because there is now a physical object outside of the purchased space. Mr. Van Stryk stated that there is also the valuable discussion on whether or not some that impacts space in the strand side not the pole connection side or how close to the pole would actually impact sellable space. Mr. Treepaisan agreed, he stated GO 95 will specify the clearance and in the Routine Handbook they are talking about whether additional space is needed because of that clearance and because it is an antenna. Mr. Picazo with SCE asked if there is a JPA example for this. Ms. Ortiz stated there was one for a pole mounted antenna but not a strand mounted. Mr. Van Stryk stated that usually for a Class C or antenna there will be the identifier but that these go under the guise that it is going to be a communication cable and then get installed after the fact. Ms. Ortiz asked for the new item number. Ms. Pranata stated it would be Item 1798. Ms. Ortiz stated it could be called Strand Mounted Antennas and discussion continued in the January Routine Revision meeting.
There were no further comments or concerns from the members.

- Ms. Ortiz asked if there were any other miscellaneous items.
  There were no further comments or concerns from the members.

Agenda Item 7 – <u>Review of Action items</u>/JPA Alerts –

- Item 1597 tabled for Ms. Black to compile all the examples being received for the Billing out of Sequence examples to hopefully create one example for the Routine Handbook.
- Ms. Pranata to post the points of contacts currently received regarding Denials and No Tags once the new website is ready.
- Item 1798: Strand Mounted Antennas opened to be further discussed in January.

The Meeting adjourned at 9:55 a.m. until January 15, 2025.

<u>Transcribed by Anali Spencer – Committee Staff</u>

Item 1797: Denials

SCJPC MEMBER COMPANY NAME OR MEMBER CODE:	
NO TAG Requests – Base Owner Only (Note: Requester should provide address, GPS, pole attributes, and reference pole tags on either side)	
Full Name Telephone Number (s) Email Address	
JPA Copy Request (Note: Requester should provide impacted pole tags)	
Full Name Telephone Number (s) Email Address	

Please email the completed MS Word form back to Angela Pranata (angela@scjpc.net) by September 17, 2024.

If you have any questions regarding this form, please contact Kay Black (kb6314@att.com) and Angela Pranata (angela@scjpc.net).

Thank you.

18.1-A Preparation of Form 2 Preliminary Joint Pole Authorization

By agreement, any Member may be designated as the constructing Member in joint work.
The Member initiating Form 2 Preliminary Joint Pole Authorization shall specify its Authorization number and all required details of the agreement. The Joint Pole Authorization number shall begin with the current member's code. The Form 2 shall include, but is not limited to:
(a) Pole Number – a new date sent should not be required if the issuing member has made an effort to obtain the pole ID from the pole owner
(b) Nature of work
(c) Applicable Routine Section Number
(d) Designation of involved Members
(e) Circuits
(f) Interest
(g) Grade
(h) Space
(i) Pole/equipment data, including jointly owned arms, anchors, risers, wireless and broadband equipment.
(j) Other essential record data i.e. tenants, power communication (P.Comm)
(k) Authorized Costs item number and number of items where required
(l) Police and/or fire report or case number when applicable and available
(m) Provide billing information when applicable billing sections are used
(n) Estimated construction start date
(o) Date sent
(p) Date prepared
(q) Pole Class for wood poles
(r) Additional notes such as pending JPA numbers or corrections per field conditions
(s) Pole loading analysis only for poles associated with the JPA. NOTE: (1) Members cannot dictate pole loading method and format however must meet all GO95 requirements;
a request for revised pole loading will require a revised Form 2 and new date sent
(2) Section 4.1 refer to the section.
(t) Optional drawing/map: highlight only the poles associated with the JPA (Revised June 2020).
(u) GPS coordinates – When existing SCJPC pole card does not have GPS coordinates, adding them to a Form 2 is preferred, but not required. (Revised January 2023)
~~Revisions~~ Updates to the above stated requirements may be made through the F7 form, unless otherwise notated.
The Preliminary Form 2 shall be limited to 10 pages.
If a pole listed on a new Form 2 is also listed on a pending Form 2(s) the Initiating Member(s) of the first pending Form 2 must do one of the following, to

ensure the pole record is accurate:
1. Final Bill the first pending F2 or cancel it.
OR, 2. Issue the second F2 with the pending F2 to "BILL FIRST" as a note in the Location and Nature of Work. "BILL FIRST" note should not require a new date sent (Revised February 2022)

Where a specific transaction involves special agreement, it shall be designated as such on Joint Pole Authorization. (See Section 1.2)

It is the responsibility of all Members involved in the Joint Pole Authorization to see that data and details of the agreement are correct. The date Joint Pole Authorization is sent shall be used in completing the billing for structural and salvage values; except in replacements, the date poles are set shall apply.

Any deviation shall be by agreement of the Members involved and noted on the Joint Pole Authorization. Section 20 shows Member code letters and abbreviations to facilitate preparation of Joint Pole Authorization.

Where jointly owned poles are to be removed from service, the Joint Pole Authorization must designate which Member is to pull, transport, and dispose/salvage poles as specified in Section 5.0.

To insure correct spotting of poles on record maps, it is essential that locations be accurately recorded (see Section 15.4). It is important, both for map and field reference purposes, to correctly give the City, Town, etc., in which the poles are actually located. (Revised January 2015)

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas

94.4 Clearances

A. Antennas and supporting elements below supply lines shallmaintain a vertical clearance of 6 feet from Supply Conductors operating at 0 – 50kV. (See Figure 94-1)

B. Antennas and supporting elements below communication lines shall maintain a 2 ft. vertical separation from communication conductors and equipment. (See Figure 94-1)

C. Antennas, associated equipment (e.g. terminations, enclosures) and support elements installed above supply lines and/or communication lines of different ownership attached to the same structure shall maintain the vertical clearances specified in Rule 38, Table 2, Case 21, Columns A - H.

Note: Other vertical clearances between communication equipment and supply lines are specified in Rule 92.1-F(2).

D. Antennas, associated equipment (e.g. terminations, enclosures) and support elements, installed above supply lines and/or communication lines of different ownership, shall maintain the radial clearances from unattached supply and communication lines specified in Rule 38, Table 2, Case 3.

E. Antennas shall maintain a 2 ft.horizontal clearance from centerline of pole when affixed between supply and communication lines or below communication lines. (See Figure 94-1)

F. Horizontal clearances from centerline of the pole for Antennas, associated equipment and support elements, affixed between supply lines or at the top of a climbable pole, are not specified, but must be arranged so that the pole may be climbed safely.

G. Antennas shall have a vertical clearance above ground as specified in Rule 37, Table 1, Column B, Cases 1 -6a. (See Figure 94-1)

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas

Anali Spencer

From: Angela Pranata
Sent: Tuesday, May 2, 2023 9:52 AM
To: Anali Spencer
Subject: Fw: Antennas - Types ,Clearances and the Purchasing of Space
Attachments: example pole.png; 4 cables one antenna attached to cable.png; 4 cables one antenna attached to cable - pic 2.png

Follow Up Flag: Follow up
Due By: Monday, May 8, 2023 8:00 AM
Flag Status: Flagged

Categories: IMPORTANT, MTG

Angela Pranata
Manager of Operations
So. Ca. Joint Pole Committee
909-599-3801 x8
Cell: 909-451-3024
angela@scjpc.net

From: Nick Van Stryk <nick@petrellielectric.com>
Sent: Wednesday, March 15, 2023 2:22 PM
To: JHarmon@motiveis.com <JHarmon@motiveis.com>; 'Earle Carrion' <Earle.Carrion@crowncastle.com>
Cc: AT&T (Joint Pole) Kay Black <kayblack@att.com>; Angela Pranata <angela@scjpc.net>; 'john.bacon at ladwp.com' <john.bacon@ladwp.com>; Lex Treepaisan <lex.treepaisan@ftr.com>
Subject: Antennas - Types ,Clearances and the Purchasing of Space

Good Afternoon,

I have been sent a set of plans regarding antenna attachments and I keep getting mixed answers.

I am trying to understand how an antenna attached to a pole requires one clearance but once an Antenna is attached to the messenger it no longer is required to mean as much of a separation. I have attached an image of a pole in which the member has submitted plans to install an antenna. They do not plan on attaching the antenna to the pole. I can only assume then that the antenna will be on a messenger.

There is no purchase of interest required. My concern is that they are sharing an arm and will (with the added weight) also end up sagging into the line below them. If they installed a vertical 12” stand off to maintain the separation; the equipment would still not be 12” apart.

As you can see in an example I found, in the photos “4 cables one antenna”, their attachment is not radially separated. The most recent attachment on the pole is the antenna owner.

My question is how can an antenna attached to a messenger be exempt from the rules of 94.4 which apply to antennas on a pole? I don’t completely understand what is exempting antennas on a messenger from the clearances in 94.4. I

don't understand why the requirements exist for when it is attached direct to an arm or pole and then no longer are required after they are installed 2ft off the pole.

Respectfully,

Nicholas Van Stryk • *P.E. Electrical* • **Direct:** *323.583.8811 Ext. 618* • **Cell:** *818.300.4682*
Service Planning • Electrical Inspections • SCJPC Representative • Fiber Services • GIS Coordinator

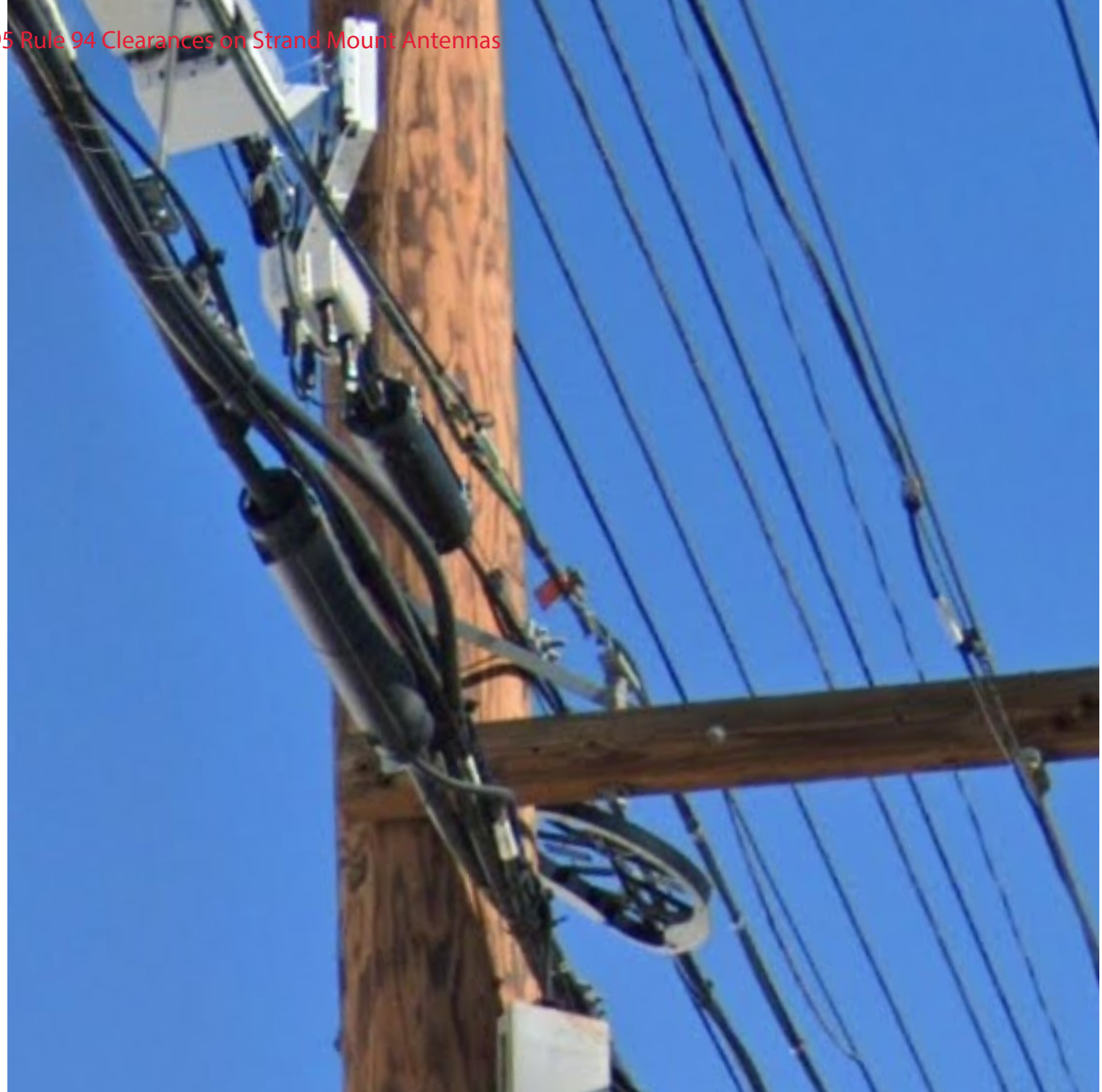
Petrelli ELECTRIC CO.
SAFETY • QUALITY • SERVICE
ST. LIC. 444795

MISC: GO 95 Rule 94 Clearances on Strand Mount Antennas




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