

ORDINANCE #2019-03: AN ORDINANCE TO ADOPT CHAPTER X OF THE OFFICIAL CODE OF THE CITY OF SANDERSVILLE, GEORGIA TO BE KNOWN AS THE “ELECTRICAL POLE ATTACHMENT ORDINANCE”.

**CITY OF SANDERSVILLE, GEORGIA
ELECTRICAL POLE ATTACHMENT ORDINANCE**

**ARTICLE I
PURPOSE AND COMPLIANCE**

Section 1.1 Georgia law, including without limitation the Revenue Bond Law, O.C.G.A. § 36-82-60, et seq., authorizes the [City of _____, Georgia (the “City”)] to prescribe, revise, and collect rates, fees, tolls, or charges for the services, facilities, or commodities furnished or made available by such undertakings, including without limitation its herein after defined Electrical Facilities.

Section 1.2 The City is an “Electrical Supplier” under the Georgia Territorial Electric Service Act, O.C.G.A. Title 46, Chapter 3, Article 1. As such, the City installs, maintains, and operating poles, wires, towers, transformers, and other equipment for the supply and distribution of electrical power (“Electrical Facilities”).

Section 1.3 The City finds it is in the best interest of the City and its residents and businesses and electric service customers to establish requirements, specifications reasonable conditions regarding the attachment to or colocation on Electrical Facilities. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the City’s Electrical Facilities.

Section 1.4 The objective of this [Code / Ordinance] is to (i) provide for the reasonable attachment of any equipment (as defined herein below) to Electric Facilities in the City and (ii) ensure the safe use and operation of Electrical Facilities consistent with the national standards and efficient utility operations.

**ARTICLE II
DEFINITIONS**

Section 2.1 As used in this [Code / Ordinance], the following terms have the following meanings:

- (a) “Attachment” means any equipment attached to a Pole, including, but not limited to, brackets, cables, Service Drops, power supplies, amplifiers, pedestals, bonding wires, overlashings, guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12”) either above or below, but not both, the bolted Attachment, exclusive of riser or conduit.

(b) “Make Ready” means all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

(c) “Make Ready Costs” means all costs necessary for the City, and other existing parties on the applicable Pole, to prepare the Poles for a provider’s new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and drop and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as required by the City. City Make Ready Costs shall be verifiably comparable to the cost the City pays for similar Make Ready Work to its own facilities.

(d) “Pole” or “pole” means a wooden, concrete or steel structure owned, controlled, or otherwise operated by the City to support distribution lines and related facilities of the City, including drop, lift, light poles and streetlight poles that do not support distribution lines and related facilities.

(e) “Unauthorized Attachment” means any affixation of any provider Attachment to the City’s Poles, which has not been authorized as required by this [Code / Ordinance].

(f) “Unauthorized Attachment Fee” means the fee to be paid by a provider for each Unauthorized Attachment.

ARTICLE III

AUTHORIZED ATTACHMENTS

Section 3.1 The only Attachments authorized by this [Code / Ordinance] or City law are licenses granted to a provider that is a party to the City’s Pole Attachment License Agreement for Electrical Facilities (wired or wireless as appropriate).

Section 3.2 The City has adopted the Electric Cities of Georgia, Inc.’s model Statewide Pole Attachment Agreements as its form of Pole Attachment License Agreement for Electrical Facilities, the forms of which are attached hereto as Exhibit __ and __.

Section 3.3 Any provider wishing to make a legal Attachment to a City Pole must execute the City’s Pole Attachment License Agreement for Electrical Facilities (wired or wireless as appropriate) and apply for a license per the terms thereof.

**ARTICLE IV
UNAUTHORIZED ATTACHMENTS**

Section 4.1 If any Attachment is identified that was not licensed under the City's applicable Pole Attachment License Agreement for Electrical Facilities, it shall be deemed an "Unauthorized Attachment" and shall be considered a trespass upon City property.

Section 4.2 The owner of any Unauthorized Attachment shall pay to the City a one-time fee of one hundred fifty dollars (\$150.00) per Unauthorized Attachment, upon their discovery.

Section 4.3 If the owner of an Unidentified Attachment is readily ascertainable, they shall be given 30 days in which to enter into a Pole Attachment License Agreement for Electrical Facilities with the City and apply for a license for any Unauthorized Attachments. Paying the Unauthorized Attachment fee shall be a condition of approval of any licenses.

Section 4.4 If the owner of the Unidentified Attachment is not readily ascertainable or neither enters into a Pole Attachment License Agreement for Electrical Facilities with the City within 30 days or does not apply for a license for the Unauthorized Attachment, such owner will be assessed a charge equal to the Make Work Costs incurred by the City for its removal from the City's Pole in addition to the Unauthorized Attachment fee. The Unauthorized Attachment will be removed from the City Pole and discarded.

Section 4.5 A utility lien is hereby established respecting all Attachments.

Exhibit A

Form Wired Pole Attachment Agreement

Exhibit B

Form Wireless Pole Attachment Agreement