



## OfReg ICT Consultation 2016-2 RFI's and Next Steps

### **Question 4.A:**

What is the appropriate process for the issuance of a permit, including when should a permit be considered to be issued such that an attacher is authorized to attach its communications facilities to its assigned spot in the communications space on the pole, and what format should the permit take?

### **MPJUA Excerpt:**

1. Z Permit: means written or electronic authorisation (see Appendix B) of Owner Utility for Attaching Utility to make or maintain Attachments, Overlash existing Attachments or perform Substantial Construction or Modification on specific Poles pursuant to the requirements of this Agreement.

2. D Permit Issuance Conditions. Owner Utility will issue a Permit(s) to Attaching Utility only when Owner Utility determines, in its sole judgment, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Attaching Utility meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards. DataLink shall comply with the considerations set out in Appendix D when determining whether a particular Pole has sufficient Capacity to accommodate the requested Attachment(s).

2. F Attaching Utility's Right to Attach. Other than with respect to existing Attachments on Active Joint Use Poles, nothing in this Agreement, other than a Permit issued pursuant to Article VI, shall be construed as granting Attaching Utility any right to attach Attaching Utility's Facilities to any specific Pole or to compel Owner Utility to grant Attaching Utility the right to make an Attachment to any specific Pole.

### **Appendix B Item 3 – Procedures**

The procedures for Permit application and approval are as set forth in the Agreement and are generally described as follows:

1. Attaching Utility submits a Permit form to the Owner Utility specifying the requested Attachments. This constitutes a Permit Application.
2. Owner Utility reviews the Permit Application to determine acceptance and Make-Ready Work requirements, if any.
3. Owner Utility submits estimated cost of Make-Ready Work to Attaching Utility.
4. Any required Make-Ready Work is completed and the associated costs are paid.
5. Owner Utility signs and returns a copy of the Permit Application to Attaching Utility. This constitutes an approved Permit.
6. Attaching Utility makes Attachments.

### **DataLink's Response:**

In the interests of clarity, DataLink will respond to the question in stages, addressing each issue that it raises in turn.



**Question 4.A Part 1-** What is the appropriate process for the issuance of a permit?

**DataLink Response** – The appropriate process for the issuance of a Joint Use Permit is as follows:

1. The Attaching Utility with a valid Master Pole Joint Use Agreement (MPJUA) submits permit application requests, individually or in batches totaling no more than 50 poles per calendar month, using a Joint Use Permit Request Form to DataLink specifying their request.
2. A confirmation email/letter is sent to the requesting Attaching Utility confirming receipt of their permit application.
3. DataLink reviews the Permit Application to determine acceptance and the Make-Ready Work requirements if any. An assessment of each pole requested must be carried out in order to determine if the particular pole can accommodate additional attachments without additional engineering and design.

**Note:**

- a. Refer to DEFINITIONS Section I, sub-category S and MAKE-READY WORK/INSTALLATION Section VII of the Master Pole Joint Use Agreement for details on what constitutes Make-Ready Work.
- b. DataLink may be unable to grant and provide approval to attach to some poles. In such cases DataLink will decline the request and return the updated form; indicating the request was rejected, to the requesting Attaching Utility. Refer to Exclusion of Poles from Joint Use listed under the SCOPE OF AGREEMENT Section II, sub-category B of the Master Pole Joint Use Agreement.

4. DataLink will perform a Pre-Permit Survey to assess whether Make-Ready Work is required. If Make-Ready Work is required, DataLink submits the estimated costs of the Make-Ready work to the Attaching Utility for review and acceptance.

**Note:**

- a. Refer to DEFINITIONS Section I, sub-category Z of the Master Pole Joint Use Agreement for details on what constitutes a Pre-Permit Survey.

5. Payment of the estimated costs of the Make-Ready Work is expected, as per the MPJUA, from the Attaching Utility in advance of completing the Make-Ready Work.

6. Upon receiving payment in full of the estimated costs, DataLink proceeds to complete all required Make-Ready Work.

7. DataLink provides pre-approval by returning the updated form; indicating the request was accepted, to the requesting Attaching Utility and that the Make-Ready Work has been completed. This constitutes a Pre-Approved Permit.

**Note:**

- a. Refer to the Attaching Utility's Right to Attach' listed under the SCOPE OF AGREEMENT Section II, sub-category F of the Master Pole Joint Use Agreement.



8. Attaching utility is now pre-authorized to make attachments in the designated location within their 'Assigned Space'. That is, FLOW to attach at the bottom of their space (18'6), Logic to attach at the bottom of their space (19'6), Digicel to attach at the top of their space (20'6) and Infinity (C3) to attach at the top of their space (21'6), as shown in the Pole Attachment Space and Ground Clearance Diagram below. All heights quoted are measured from street level.

**Note:**

a. Refer to DEFINITIONS Section I, sub-category D and E of the Master Pole Joint Use Agreement, as amended in some instances by Deeds, for more information on 'Applicable Standards' and 'Assigned Space'.

9. DataLink proposes to include in the process that after Attaching Utility attaches their infrastructure, Owner Utility will perform a quality check to verify that Attaching Utility has attached in their correct assigned space and that they have only attached the infrastructure that they have applied for. If there are any discrepancies, Attaching Utility will either rectify or remove their infrastructure and retract their permit application.

10. Once Owner Utility verifies that Attaching Utility is attached in the correct assigned space and have only attached what has been applied for in the permit application a Full Permit will be provided electronically to the Attaching Utility.

11. Attaching utility is sent an invoice, which includes any variance between the estimated and actual costs for the make-Ready work and any associated rental and licensing fees.

**Note:**

a. Refer to Sub-category C-Billing under Section III of the FEES AND CHARGES section of the Master Pole Joint Use Agreement.

**Question 4.A Part 2** - When should a permit be considered to be issued such that an attacher is authorized to attach its communications facilities to its assigned spot in the communications space on the pole?

**DataLink Response** – A permit will be considered to be issued such that an attacher is authorized to attach its communications facilities to its assigned spot in the communications space on the pole once the Attaching Utility and Owner Utility have completed Steps 1 – 11 in the process for the issuance of a Joint Use Permit, as described above. No permit will be considered issued unless this process is adhered to.

**Questions 4.A Part 3** - What format should the permit take?

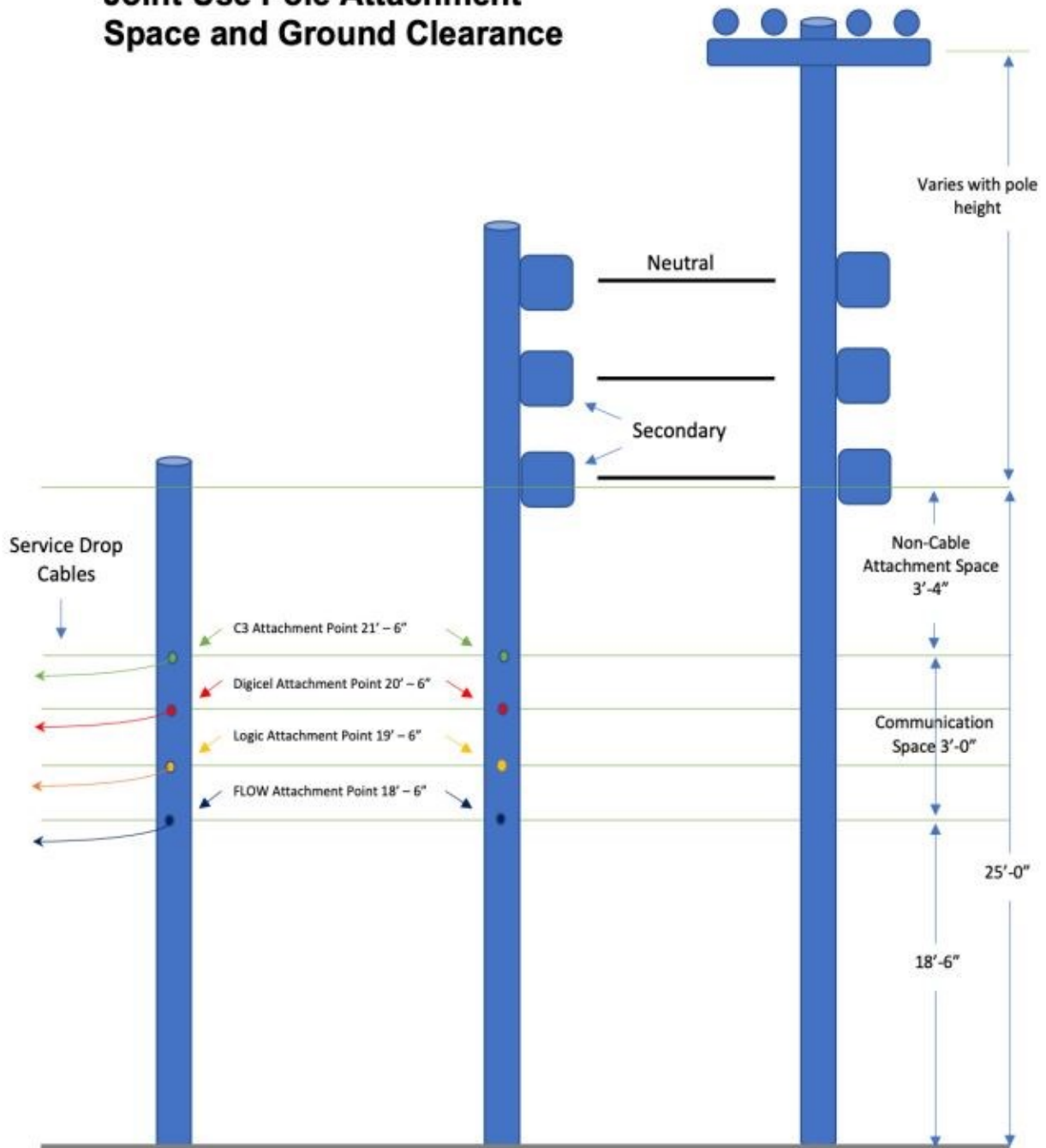
**DataLink Response** – The permit format is a PDF of the Joint Use Request form stating when and by whom the permit was issued, as shown in the example below.

**ATTACHMENTS:**

1. Pole Attachment Space and Ground Clearance Diagram
2. Joint Use Permit Request Form – Example



## Joint Use Pole Attachment Space and Ground Clearance





## JOINT USE PERMIT REQUEST

BATCH NAME: \_\_\_\_\_ FROM COMPANY: \_\_\_\_\_ CONTACT: \_\_\_\_\_

SUBMISSION DATE: 15-Aug-22 TO COMPANY: DATALINK CONTACT: GEORGETTE REID

LICENSEE W/O#: \_\_\_\_\_ DATALINK W/O#: \_\_\_\_\_

OTHER COMMENTS: \_\_\_\_\_

LOCATION: BLOCK 9A PARCEL 879

DISTRICT: WEST BAY

REQUEST TYPE:

NEW SERVICE  UPGRADE  REMOVAL/RELOCATE  CLEARANCE

OTHER (SPECIFY BELOW): \_\_\_\_\_  
 \_\_\_\_\_

**STRUCTURE TABLE**

REQUEST NUMBER	POLE LOCATION/STREET	CUC POLE#	EXISTING POLE HEIGHT	ATTACHMENT HEIGHT			
				LIME	LOGIC	DataLink	C3
				18' 6"	19' 6"	20' 6"	21' 6"
9530	YATES DR (ADELAIDE ST)	48095		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NB: Please attach design maps and other relevant design information when submitting your Joint Use Pole Request.

ATTACHMENT INFORMATION: CABLE TYPE: SERVICE DROP DIAMETER:  in  mm

WEIGHT  lbs/ft  kgs/m

OTHER ENGINEERING DATA: \_\_\_\_\_

ACTIVITY CODES (ACTV): NEW REQUEST:(A) REMOVE CABLE:(R) TRANSFER:(T) GUY:(Y)  
 OTHER MISC.WORK:(M) NEW POLE:(P) REPLACEMENT POLE:(R) MODIFICATION/FRAMING:(X)

REQUEST: ACCEPTED  REJECTED:  SIGNED: GREID

PERMIT ISSUED BY: Georgette Reid DATE: 28-Oct-22

REASON FOR REJECTION: \_\_\_\_\_ DATE: \_\_\_\_\_

NEW POLE INSTALLATION COMPLETED:	SIGNED:
POLE TRANSFERS COMPLETED:	SIGNED:
LICENSEE MAKE-READY COMPLETED:	SIGNED:
OTHER MISC. WORK COMPLETED:	SIGNED:



### **Question 5.A:**

Should a permit to attach be limited to the specific type of communications equipment specified therein, or should it be deemed to allow other communications facilities the attacher may choose to attach in the future? What are the relevant considerations that should be taken into account when addressing this question?

### **DataLink's Response:**

In the interests of clarity, DataLink will respond to the question in stages, addressing each issue that it raises in turn.

**Question 5.A Part 1** - Should a permit to attach be limited to the specific type of communications equipment specified therein, or should it be deemed to allow other communications facilities the attacher may choose to attach in the future?

**DataLink Response** – A permit to attach is limited to the type, diameter, and weight of attachment stipulated in the “Attachment Information” section of the Joint User Permit Request that is approved by DataLink. This information is required by Owner Utility Engineers to determine the load and stress factor the attachment will have on the attaching pole based on the National Electrical Safety Code (NESC) requirements and Owner Utility pole line construction standards.

If another type of attachment is attached to the pole without the type, diameter, and weight first being validated by the Engineers, the attachment could pose a significant safety risk, not only to the other Attaching Utilities’ infrastructure but also the neighbouring poles and surrounding area, thus potentially compromising the Electrical Grid. This would constitute a risk that could negatively impact safety, reliability and resiliency of electric and telecommunications infrastructure and service.

Datalink therefore considers it essential that a permit to attach be limited to the specific type of communications equipment specified therein, and that it is not deemed to allow other communications facilities the attacher may choose to attach in the future.

**Question 5.A Part 2** - What are the relevant considerations that should be taken into account when addressing this question?

**DataLink Response** – The relevant considerations that should be taken into account when addressing this question are the significant abovementioned risks that would be posed in the absence of specific approval of such other communications facilities that the attacher may wish to attach in the future. The assessment performed in connection with determining whether to permit an attachment is based on strength and loading line design calculations from the NESC including, but not limited to, the following:

- Minimum wind rating of structure
- Cable Type, Diameter, and Weight
- Maximum Wind Span base
- Maximum Weight span base



- Moment due to wind on pole
- Allowable resisting moment of pole
- Transverse, vertical, and total components of conductor loading
- Total ground line moment on pole
- Ruling span
- Diameter of pole at any point
- Dead-end guying strength
- Bisector guying strength
- Anchor strength
- Weak-line of guy attachment, guy wire, and anchor assembly
- Crossarm strength (vertical)
- Crossarm strength (longitudinal)
- Pole buckling
- Maximum line angle based on insulator strength
- Material deflection
- Equipment loading

Unless all of the above factors, and such others as may be applicable in a particular case, are accounted for and vetted, as they will be in respect of the specific type of communications equipment specified in a permit to attach, the attachment can pose the significant risks described above. Accordingly, any communications facilities that an attacher might choose to attach in the future without specific approval would pose a risk to not only the various Attaching Utilities on the pole but the Electrical Grid as a whole.

**Question 5.B:**

When should an existing pole which cannot accommodate up to four attachers be replaced by one which can? What are the appropriate events which should trigger such an event? Should replacement of existing communications facilities with new communications facilities (“swaps”) which do not require strengthening of the pole or other modifications to the pole be considered to be such a triggering event?

**DataLink’s Response:**

In the interests of clarity, DataLink will respond to the question in stages, addressing each issue that it raises in turn.

**Question 5.B Part 1** - When should an existing pole which cannot accommodate up to four attachers be replaced by one which can?

**DataLink Response** – An existing pole that cannot accommodate up to four attachers shall be replaced by one that can once a request has been submitted by an Attaching Utility with a valid MPJUA and the estimated cost for the replacement has been paid in full by said Attaching Utility. Sections 7.A, 7.B and 7.E of the MPJUA state the following:



- 7.A Estimate for Make-Ready Work. In the event Owner Utility determines that it can accommodate Attaching Utility's request for Attachment(s); including Overlashing of an existing Attachment, it will, upon request, advise Attaching Utility of any estimated Make-Ready Work charges necessary to accommodate the Attachment. This may include proportional Make-Ready charges previously invoiced to a prior attaching utility within the last twenty four (24) months, see section VII E for further detail.
- 7.B Payment of Make-Ready Work. Unless otherwise agreed, Owner Utility may require payment in advance for all Make-Ready Work based upon the estimated cost of such work if the estimate exceeds CI \$1,000.00. Upon completion Attaching Utility shall pay Owner Utility's actual cost, and/or where a prior Attaching Utility has within the last twenty four months paid Make-Ready charges a proportional amount of the actual cost, of Make-Ready Work. Attaching Utility will be responsible for payment to Owner Utility for all Make-Ready Work required to accommodate Attaching Utility's Facilities except as provided in Article II, Paragraph K (3) above regarding Overlashing by a third party.
- 7.E Refund of Make-Ready costs. Where an Attaching Utility pays for the cost of Make-Ready Work, such charges are refundable in part as additional utilities are attached within the communication space within two years of the date of the invoice for those Make-Ready charges. The amount of refund for Make-Ready charges available to the Attaching Utility per additional attachment will depend on the time that has elapsed since the construction. No refund will be made for Make-Ready costs invoiced more than twenty four months prior to the receipt of a request for attachment by an additional Attaching Utility.

#### Refund

Formula:

- i. The Attaching Utility is entitled to request a refund of Make-Ready charges paid by them whenever another Attaching Utility attaches to the pole for which Make-Ready Work has been performed. A request may be made anytime within two (2) years of the date of the invoice for the Make-Ready charges.
- ii. A 12.5% reduction will be applied each calendar quarter to the original payment, less any refunds already paid. If the period between the date of the invoice for Make-Ready charges and the request for an attachment by an additional Attaching Utility is less than three (3) months then the Make-Ready cost will be treated as if it was paid at the beginning of the quarter and a reduction (12.5%) will be applied.
- iii. Upon receipt of a written request for refund, DataLink shall pay the Attaching Utility an amount (rounded to the nearest whole dollar) equal to the payment amount divided by three provided there is a refundable balance remaining after the quarterly reduction and any previous refunds.

A refund becomes due ninety (90) days following an authorised attachment by an additional Attaching Utility. The Company shall make all reasonable efforts to identify applicable refunds; however, it remains the responsibility of an Attaching Utility to request a refund.

Also within Section 7.1 of the Caribbean Utilities Company (CUC) Transmission and Distribution (T&D) License 2008 it states:

- The Licensee shall not build its T&D Assets explicitly for the purpose of accommodating such non-electric uses.





DataLink would be willing to agree to the amendment of Sections 7.A and 7.E of the MPJUA agreement to provide for a refund period of 5 years with appropriate agreement for extended proration of reductions should all Attaching Utilities with a valid agreement be in favour of this amendment.

**Question 5.B Part 2** - What are the appropriate events which should trigger such an event?

**DataLink Response** - The appropriate events which should trigger a pole to be replaced are outlined in Datalink's response to question 5.A Part 2 and 5.B Part 1. Upon receiving a completed Joint Use Permit Application from an Attaching Utility with a valid MPJUA, the Engineers will access the pole(s) in question to determine whether they can accommodate up to four Attaching Utilities.

If the Engineers determine that, the pole(s) meets the required NESC standard and the Owner Utility's pole line construction standards for joint use poles, then there is no need to replace the pole(s). Should the Engineers determine that the pole(s) do not meet the abovementioned standards, then an estimate for Make-Ready Work will be presented to the requesting Attaching Utility for their acceptance. Upon accepting the Make-Ready estimate and paying in full the required monies, work will commence on replacing said pole(s).

**Question 5.B Part 3** - Should replacement of existing communications facilities with new communications facilities ("swaps") which do not require strengthening of the pole or other modifications to the pole be considered to be such a triggering event?

**DataLink Response** - Replacement of existing communications facilities (attachments) with new communications facilities (attachments) must be discussed with DataLink prior to replacing such facilities (attachments) so that the Engineers can verify that the new communications facilities (attachments) do not violate the strength and loading line design calculations from the NESC as identified, but not limited to those identified, in Datalink's response to Question 5.A Part 2, for the reasons explained in that response.

Any alteration, modification, replacement, etc. of current attachments by an Attaching Utility must go through this process for the integrity and safety of not only the Electrical Grid but also the other Attaching Utilities' infrastructure.

**Question 5.C:**

Should DataLink's make-ready processes include a reimbursement process, such that an attacher who benefits from make-ready paid for by another attacher compensates that other attacher? If yes, what are the appropriate terms, conditions and limitations of such a reimbursement process?

**DataLink's Response:**

In the interests of clarity, DataLink will respond to the question in stages, addressing each issue that it raises in turn.

**Question 5.C Part 1** - Should DataLink's make-ready processes include a reimbursement process, such that an attacher who benefits from make-ready paid for by another attacher compensates that other attacher?

**DataLink's Response** – As referenced in DataLink's response to Question 5.B Part 1, DataLink has already identified the Make-Ready reimbursement process outlined in section 7.A and 7.E of the MPJUA. As stated in 7.A of the MPJUA:



- Estimate for Make-Ready Work. In the event Owner Utility determines that it can accommodate Attaching Utility's request for Attachment(s); including Overlapping of an existing Attachment, it will, upon request, advise Attaching Utility of any estimated Make-Ready Work charges necessary to accommodate the Attachment. This may include proportional make ready charges previously invoiced to a prior attaching utility within the last twenty four (24) months, see section VII E for further detail.

7.E of the MPJUA states:

- Refund of Make-Ready costs. Where an Attaching Utility pays for the cost of Make-Ready such charges are refundable in part as additional utilities are attached within the communication space within two years of the date of the invoice for those make-ready charges. The amount of refund for make-ready charges available to the Attaching Utility per additional attachment will depend on the time that has elapsed since the construction. No refund will be made for make-ready costs invoiced more than twenty four months prior to the receipt of a request for attachment by an additional Attaching Utility.

Refund

Formula:

i. The Attaching Utility is entitled to request a refund of make-ready charges paid by them whenever another Attaching Utility attaches to the pole for which Make-Ready work has been performed. A request may be made anytime within two (2) years of the date of the invoice for the make-ready charges.

ii. A 12.5% reduction will be applied each calendar quarter to the original payment, less any refunds already paid. If the period between the date of the invoice for make-ready charges and the request for an attachment by an additional Attaching Utility is less than three (3) months then the make ready cost will be 11 treated as if it was paid at the beginning of the quarter and a reduction (12.5%) will be applied.

iii. Upon receipt of a written request for refund, DataLink shall pay the Attaching Utility an amount (rounded to the nearest whole dollar) equal to the payment amount divided by three provided there is a refundable balance remaining after the quarterly reduction and any previous refunds.

A refund becomes due ninety (90) days following an authorised attachment by an additional Attaching Utility. The Company shall make all reasonable efforts to identify applicable refunds, however, it remains the responsibility of an Attaching Utility to request a refund.

DataLink would be willing to amend Section 7.A and 7.E of the MPJUA agreement to a period of 5 years with appropriate agreement for extended proration of reductions should all Attaching Utilities with a valid agreement be in favour of this amendment.

**Questions 5.C Part 2** - If yes, what are the appropriate terms, conditions and limitations of such a reimbursement process?

**DataLink's Response** – DataLink refers to its response to questions 5.C Part 1.



## **Appendix D**

### **Standards to be used to determine Capacity**

The space reserved for communication cables and equipment on a typical Pole is limited to 36 inches, which practically limits the number of Attachments on any given Pole. Apart from this workspace limitation, a second limitation of utmost importance that will be considered prior to the granting of a Permit to make an Attachment in relation to a given Pole is whether the wind loading effect of the proposed Attachment will exceed the load bearing capability of the Pole.

Electric Utility's distribution infrastructure is designed to withstand the 110 mph continuous wind conditions associated with a Category 2 storm. To ensure that this standard is maintained Electric Utility will perform a pole loading calculation prior to the granting of any Permit to attach to a Pole

Key input factors used to perform the wind loading calculations include the following:

1. The calculations are based on the 2007 NESC and 2008 ANSI 05.1 standards
2. The worst case to be considered is the "extreme wind loading" case with no ice
3. Wind speed = 110 mph
4. The calculated wind pressure is 31.0 psf
5. Safety factor = 1 1/3
6. The average Wind span is 200 ft

Attachment A to this Appendix D shows the results of the wind loading calculations and the corresponding wind loading as a percentage of the maximum capacity of the Pole for a few of Electric Utility's typical pole structure configurations. Electric Utility will not permit Attachments to its Poles that will cause the loading to exceed 100% of capacity. The results show that generally Electric Utility will permit a maximum of four half (½) inch cables to be attached to certain of its existing Poles in the designated communication space between 18.5ft to 21.5ft above ground. However, this is a general statement and is without prejudice to the Electric Utility's authority to determine on a case by case basis, using the basic criteria set out above, whether a particular Pole has sufficient Capacity to accommodate the requested Attachment(s).

NOTES: Reference should be made to the full version of the MASTER POLE JOINT USE AGREEMENT for comprehensive details of the Agreement.