

## POLICY

**SUBJECT:** Disposition of Retired Electric Poles

**POLICY:** During the normal course of plant maintenance, the Cooperative replaces and retires electric poles. Retired poles are occasionally in demand by members and non-members for personal use. To avoid costs associated with disposition and land-filling, and in the spirit of maintaining good community relations, the Cooperative shall attempt to accommodate member and non-member requests by making available to the public retired poles under strict conditions to ensure safe disposition and usage.

**PROCEDURE:** During the normal maintenance of distribution plant, the Cooperative shall retire and dispose of electric poles in a manner that minimizes the risk of injury and inconvenience to 3<sup>rd</sup>-parties. Disposition by the Cooperative of retired poles can be through proper placement by the Cooperative at or near the field location where the poles have been removed (either “claimed” or “unclaimed”) or may be removed from the location and returned to the Cooperative’s pole yard. For poles returned to the pole yard, the Cooperative may either dispose of the pole(s) at an acceptable landfill or through the assignment to an interested individual in accordance with the following procedure.

When the Cooperative receives a request by a 3<sup>rd</sup>-party (either member or non-member) for retired electric poles, the requestor shall be required to complete and sign a Release Form. This form (attached) will identify the name and address of the requestor and the number of poles being requested, along with acknowledgement that, upon receipt, the requestor shall assume all liability and responsibility associated with the poles, including confirmation that the poles will be used in a responsible and safe manner. Once signed by the requestor, the General Manager or Operations Manager must approve (or disapprove) disposition and provide a copy of the form to the requestor for presentation to the Foreman at the time of disbursement. Members of the Cooperative shall have preferential rights to retired poles but, in all cases, poles will be available on a “first-come, first-served” basis. Claimed poles that are to be left in field locations (at the request of the member or non-member), will be placed in safe and appropriate locations by Cooperative personnel.



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For unclaimed retired poles, the Cooperative shall use reasonable efforts and care to ensure that retired poles are prepared and disposed of in an acceptable landfill or comparable facility.

RESPONSIBILITY:           General Manager, Operations Manager, Line Foreman, Office Personnel

DELAWARE COUNTY ELECTRIC COOPERATIVE, INC.

Reviewed/Approved by Board of Directors	Jul 6, 2004
Revised by Board of Directors	Mar 25, 2014
Revised by Board of Directors	May 24, 2016
Revised by Board of Directors	Jan 22, 2019



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## DISPOSITION OF RETIRED ELECTRIC POLES

### RELEASE FORM

I hereby acknowledge receipt of and accept full ownership of used electrical poles from Delaware County Electric Coop., Inc. upon the following terms and conditions:

1. The used poles received hereunder consist of the following number and size: \_\_\_\_\_
2. The handling fee for said poles is \$1.00 per pole in hand paid, receipt of which is hereby acknowledged by the Cooperative.
3. All poles obtained hereunder are accepted by me "as is," without any warranties of merchantability or fitness for any general or particular purposes. I assume responsibility, at my expense, to have these poles inspected by an independent expert engaged in such testing to determine the suitability or fitness of the poles for any desired use. I understand that under no circumstances should treated wood be used for firewood or otherwise burned. Additionally, these poles are not to be used for structural purposes, including building foundations, framing, bridges, and similar applications. I also acknowledge that there are inherent risks associated with the ownership, possession and/or maintenance of these poles either on my property or at any other location. The inherent risks include, but are not limited to, bodily injuries or harm arising out of the voluntary or accidental touching, moving, lifting, dropping, handling or coming into contact with the poles by me or third persons, either alone or with motor vehicles, lawn tractors, farm equipment, all-terrain vehicles or any other mechanized or recreational vehicle or equipment of any kind, with or without my knowledge or permission. I expressly assume all risks associated with the ownership, possession, and /or maintenance of these poles.
4. I acknowledge that the Cooperative has advised me that the poles have been treated with preservatives and other chemicals and that these poles may contain chemicals and materials that may be potentially hazardous to me and any other person or thing coming in contact with these poles. I assume responsibility, at my expense, to have these poles tested to determine the existence of any such hazardous chemicals or materials. I assume responsibility for disposal of the poles in accordance with New York State law, which prohibits chipping or burning of treated poles and requires disposal at an approved landfill.
5. I specifically agree to hold the Cooperative harmless from any and all liability from any cause, claim, damage or cost whatsoever arising out of the use of these poles. I further agree, that in the event any legal action is brought against me or the Cooperative arising out of the use of these pole(s) by me, any subsequent owner, or any person, claiming damages by virtue of or in any manner arising out the use of the pole(s), or damages there



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from, that I agree to hold the Cooperative harmless from, and indemnify the Cooperative against, any and all costs, charges, expenses, attorney's fees and judgments which may be imposed upon or incurred by the Cooperative in any manner arising out such claim or such litigation.

6. If said poles are located at the Cooperative's premises, I take responsibility for removing said poles from the Cooperative's premises and delivering them to my preferred location. I agree to indemnify the Cooperative from any liability in any way arising from their removal from the Cooperative's premises. If said poles are located within the Cooperative's right-of-way, Cooperative personnel will, when deemed practical by Cooperative field personnel, remove said poles to my preferred site, and only upon my signing and the Cooperative's acknowledgement of this release.

Name & Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

ACKNOWLEDGED:

Delaware County Electric Coop., Inc.

Name:

\_\_\_\_\_

Date: \_\_\_\_\_