

# SPECIAL FIBER OPTIC UTILITY REGULATION

## RULE AND REGULATION 26

### A. GENERAL

In addition to the general requirements outlined in Rule and Regulation 18 for Utility Service Connections and Facilities on Customers' Premises, the following is required:

To receive any Fiber Optic Service offered by CPAU, the Customer must sign a Dark Fiber License Agreement and a Proposal for each Fiber Optic project which the Customer chooses to license.

### B. SERVICE CONNECTION REQUIREMENTS

#### 1. FIBER ENGINEERING STUDY

A fiber engineering study may be needed to determine the routing of the fiber and associated costs for the installation. The Customer is responsible for the cost of the study. The first step to initiate the study is to request advanced engineering. Fees for an advanced engineering request (AER) must be paid by the Customer in accordance with CPAU Rate Schedule EDF-2. Upon receipt of payment for the AER, CPAU will conduct a fiber engineering study and prepare a report. If Fiber Optic Service is feasible, the report will include a Proposal, delineating the associated fees, terms and conditions, and instructions on how to obtain a Dark Fiber License Agreement. If the Customer wishes to proceed with a fiber optic connection, the Customer will need to furnish a completed form (Exhibit "E") that contains Customer contact and other information. This will allow CPAU to create a Dark Fiber Master License Agreement (first time Customers only) necessary for obtaining Dark Fiber Services from the City.

#### 2. SERVICE CONNECTION

Upon the receipt of a Proposal signed by the Customer, and for first time Customers, two copies of the properly signed Dark Fiber License Agreement, CPAU will construct the proposed connection as described in the Proposal, provided that all of the following conditions have been met:

- a. The Customer has paid the Service connection Fee to CPAU Revenue Collections as set forth in the Proposal.
- b. The Customer is responsible for the completion of all the private property construction required to receive the City's Fiber Optic Service as specified in the Proposal, including procuring legal permission from the land owner to make these modifications.

Unless otherwise declared in writing by CPAU, the project will be completed within 8 weeks after the Customer has completed the tasks in paragraphs a. and b., above.



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### 3. TESTING SERVICE DATE

- a. Upon completion of the Fiber Optic Service connection, CPAU will conduct a Performance Test of the fibers licensed by the Customer, and CPAU will certify that the Fiber performance is equal to or better than the Performance Specifications listed below. The Performance Test report will be provided to the Customer within 5 business days after the completion of the Performance Test.

Description	Maximum Optical Attenuation/Insertion Loss
Single Mode Fiber Optic Cable	0.5 dB/km
Splice	0.3 dB/Splice
Connector	0.75 dB/connector

- b. If the Customer wishes to protest the Performance Test results, the Customer must notify CPAU within 10 days, otherwise the fibers will be deemed accepted by the Customer. The 11th day after the Performance Test is conducted will be considered the first day of Service for billing purposes. If the Performance Test is challenged, then CPAU may, at its own expense, retest the fibers.
1. If CPAU produces evidence of performance compliance with CPAU standards, and the Customer and CPAU cannot come to agreement within 30 days, then the project shall be terminated, and Customer construction fees will not be returned.
  2. If CPAU cannot produce evidence of performance compliance with CPAU standards, and the Customer and CPAU cannot come to agreement within 30 days, then the project shall be terminated and the Customer's construction fee will be returned to the Customer.
- c. Similarly, Fiber Optic Service revisions requested by the Customer and made by CPAU to the Fiber Optic Service will be Performance Tested by CPAU and the test results provided to the Customer. The same process as described in paragraph B.3.b. for protesting the Performance Testing shall apply to revisions. However, CPAU will only return those fees associated with the revisions.



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### **C. OWNERSHIP AND RESPONSIBILITY FOR SERVICE FACILITIES ON CUSTOMER'S PREMISES**

#### **1. GENERAL**

- a.** The Customer may request the location of the Demarcation Point of the Proposed Fiber Optic Service. The requested location must be approved by CPAU. Only one Demarcation Point is allowed per building and it must be situated at a location suited for Utility facilities and openly accessible for Fiber Optic Service to other authorized building tenants, where applicable.
- b.** CPAU may, at its discretion, establish a single Demarcation Point at one building, or other suitable location, on a single parcel with multiple buildings. Service to other buildings on the parcel shall emanate from this Demarcation Point.
- c.** CPAU will only extend Fiber Optic cables into buildings using existing conduit structures, and only if a clear proven path with a functioning pull-rope is present over the full path. It is the Customer's responsibility to maintain all conduit from the Point of Service to the Demarcation Point in good operating order at all times during the project license. The Customer is responsible for all new construction on private property required to establish a conduit and appropriate pathway for the project.
- d.** CPAU and the Customer will each assume responsibility for performing splice work and Fiber maintenance activities on their respective sides of the Demarcation Point. The Customer is prohibited from accessing any portion of the Fiber backbone, with the exception of the ends of CPAU licensed Fiber which are extended into the Demarcation Point.
- e.** CPAU reserves the right to install additional fibers and associated infrastructure beyond that required for the Customer when responding to a Service Connection request.

#### **2. MISCELLANEOUS SERVICE EQUIPMENT**

##### **a. EQUIPMENT FURNISHED BY CUSTOMER**

All Service equipment required in connection with Service on the Customer's side of the Demarcation Point shall be furnished, installed, owned and maintained by the Customer in accordance with CPAU requirements.



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#### **b. EQUIPMENT FURNISHED BY CPAU**

1. CPAU will furnish, install, own and maintain the necessary facilities in the public right of way, and the Fiber Optic cable up to the Demarcation Point, conditioned upon the Customer maintaining the clear pathway from the property line to the Demarcation Point.
2. Customer will provide a suitable means for CPAU to place its seal on Fiber Optic equipment installed at Customer's Premises. Such seals shall be broken only by authorized CPAU representatives. Detailed information will be furnished by CPAU on request.

#### **D. SERVICE TERMINATION**

1. All rights to a Fiber Optic Service connection including all materials and equipment on the CPAU side of the Demarcation Point shall revert back to CPAU once the Service Connection is terminated for any reason.
2. For Fiber Optic Service that is licensed to a Customer for the purpose of re-selling communications services within one or more Premises, the following conditions apply:
  - a. The Customer must secure access for CPAU personnel to maintain CPAU's Fiber Optic Service equipment whether the Premise is occupied or vacant.
  - b. If the Premise is vacant, or if the Customer is no longer providing communications services within the Premise, the Customer may request that the Service be maintained to the demarcation point. CPAU may grant the request as long as payment to CPAU is maintained.
  - c. If necessary, CPAU will, at the Customer's request and expense, re-splice the licensed fibers within the CPAU Fiber Optic infrastructure to maintain the Customer's system topology.

#### **E. FINANCIAL TERMINATION**

When a customer seeks termination of Fiber Optics Services, the Customer shall submit a completed CPA Fiber Optics Service Disconnection Form to their Key Account Rep, thirty days prior to Service termination.

*(END)*

