RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 69-13 Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO LEASE CERTAIN OPTICAL FIBERS AND TO ENTER INTO AN INDEFEASIBLE RIGHT TO USE AGREEMENT WITH WASHINGTON TOWNSHIP

WHEREAS, the City of Dublin has an existing optical fiber system (hereinafter referred to as the "DubLink Fiber System") throughout the City of Dublin, Ohio and the greater Columbus, Ohio metropolitan area; and

WHEREAS, the City of Dublin has excess fibers within the DubLink Fiber System and is willing, from time to time, to provide such fibers to interested users for negotiated consideration; and

WHEREAS, the City of Dublin desires to lease to Washington Township two (2) fiber strands within the DubLink Fiber System, and the parties must execute an Indefeasible Right to Use Agreement to memorialize this engagement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute an Indefeasible Right to Use Agreement between the City of Dublin and Washington Township, said Agreement authorizing the City of Dublin to lease Washington Township two (2) strands of fiber within the DubLink Fiber System for $1,750.00 per month.

Section 2. This Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2013.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

City of Dublin

Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager

Date: November 14, 2013

Initiated By: Dana McDaniel, Deputy City Manager/Director of Economic Development

Re: Resolution 69-13 – Indefeasible Right to Use (IRU) Agreement with Washington Township

Summary

Staff recommends Council adopt Resolution 69-13, authorizing the City Manager to enter into an IRU Agreement (Enclosure 1) with Washington Township. Washington Township desires to lease the City's optical fiber system for the purpose of operating and managing its own data service needs. Washington Township recognizes the significant value that this unique infrastructure provides and the manner in which it will enhance its own operations not only for data, voice and video services, but also for off-site data storage and access to cloud computing. The Township will also experience some cost avoidance and system enhancements by operating their own fiber system. As a result of this lease, Washington Township and the City of Dublin will have the opportunity to interconnect with each other for the purpose of eliminating certain T-1 lines used for station alerting and to provide better interconnection to support dispatching services. The City also has police substations within certain fire stations and this connectivity will improve the City's communications and data service, as well.

Washington Township intends to lease 1 pair (2 optical fibers) from the City's Dublink system at the rate of $1,750/month. Staff recommends the term of this Agreement be a five (5) year lease period with an option to renew for an additional five (5) year term for a total of ten (10) years. Washington Township is responsible to extend all necessary laterals to the Dublink system and to provide all equipment to operate the fiber and to provide maintenance of their own portions of the system at its own expense. The $1,750/month represents a discounted rate compared to other leases ($3,000/month per fiber optic pair) because of the benefits the City will incur and interconnection for dispatching.

Background

The City of Dublin possesses 96 or 48 pair of optical fibers within its DubLink conduit system. The following shows the amount of optical fiber owned by the City and its current allocation:

City Owned Fiber (96 or 48 Pair)	User	Sublease
36/18 Pair	City of Dublin	1 pair to Washington Twp.
4/2 Pair	Central Ohio Research Network	
4/2 Pair	Battelle	
4/2 Pair	Ohio Health	
2/1 Pair	Wendy's	
6/3 Pair	High Speed Air/Wi-Fi	
18/9 Pair	Authorized for Lease	Mercury 2/1 pair Scherer – 2/1 pair US Signal 4/2 pair Expedient 4/2 pair IGS – 2/1 pair Available – 4/2 pair
24/12 Pair	Unallocated – reserved for economic development or as maintenance fiber	

Washington Township will lease fiber from the 36 fiber/18 pair set aside for City use.

Recommendation

Staff recommends approval of Resolution 69-13. Please contact Dana McDaniel with any questions you may have.

CITY OF DUBLIN, OHIO
INDEFEASABLE RIGHT-TO-USE AGREEMENT

THIS INDEFEASABLE RIGHT-TO-USE AGREEMENT is made and entered into as of the ____ day of _____, 2013, between the City of Dublin, Ohio, an Ohio municipal corporation (hereinafter referred to as the "Owner"), having an office at 5200 Emerald Parkway, Dublin, Ohio 43017-1006, and Washington Township, an Ohio political subdivision with an office located at 6200 Eiterman Road, Dublin, Ohio 43016 (hereinafter referred to as "User"), Owner and User referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the Owner has an existing optical fiber system (hereinafter referred to as the "Fiber System" and further defined in Section 1.1(b)) throughout the City of Dublin, Ohio; and

WHEREAS, the Owner is willing to grant User an indefeasible right of use (hereinafter referred to as "IRU") in and to fibers within the Fiber System to allow User to provide telecommunications, video, data, and/or information services; and

WHEREAS, User has obtained any and all permits or approvals required to engage in its intended purpose and for the use and occupancy of space in the rights of way and further agrees to adhere to any and all requirements of federal, state and local laws, rules or regulations (specifically inclusive of, but not limited to, Chapter 98 of the Codified Ordinances of the City of Dublin, Ohio); and

WHEREAS, the Parties have agreed that Owner will waive all fees set forth in Chapter 98 of the Codified Ordinances of the City of Dublin, Ohio; and

WHEREAS, the Parties have agreed to enter into this Agreement which embodies the mutual covenants and agreements between the Parties hereto; and

WHEREAS, the Parties may in the future agree to enter into additional separate agreement(s) for additional and/or separate optical fiber uses which shall incorporate the covenants and agreements of this Agreement and which shall also set forth the terms and provisions unique to each additional or different specific project.

NOW, THEREFORE, pursuant to the terms of any right of way occupancy requirement and/or Construction Permit required by Chapter 98 of the Codified Ordinances of the City of Dublin, Ohio, for and in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereto do hereby agree as follows:

1. DEFINITIONS.

1.1 The following terms, whether in the singular or in the plural, when used in this Agreement and initially capitalized, shall have the meanings specified:

a. Agreement: This Indefeasible Right-to-Use Agreement between the Owner and User, which identifies the specific optical fiber strands and facilities to be provided to User by Owner, and which set forth the terms and conditions for User's use of such optical fiber strands and facilities.

b. Fiber System: The optical fiber strands, innerduct, conduit, building entrance facilities, associated appurtenances, and capacity owned by the Owner and located throughout the rights of way of the City of Dublin, Ohio area (a map of the proposed fiber route within the Fiber System is attached hereto as Exhibit "A").

2. GRANT.

2.1 The Owner hereby grants to User an IRU of the following Fiber System components. Owner warrants that it has all rights necessary to make such a grant to User.

a. Two (2) strands of fiber optic cable in the Fiber System, along the route described in Exhibit A.

3. TERM.

3.1 Unless changed in accordance with the terms of this Agreement, the term of this Agreement is for five (5) years (hereinafter referred to as the "Term"). The Term shall commence on the above date this Agreement is fully executed by all Parties (hereinafter referred to as the "Commencement Date") and shall expire five (5) years thereafter (hereinafter referred to as the "Expiration Date"). The term of this Agreement may be renewed for an additional five year period by User with 120 Days written notice.

4. CONSIDERATION.

4.1 As consideration for, as inducement to, and as a required condition of Owner granting User the specific rights to use portions of the Fiber System (hereinafter referred to as the "User System") as described herein, the User hereby agrees:

a. To compensate Owner in the amount of One Thousand Seven Hundred Fifty Dollars ($1,750.00) per month.

b. That any failure of User to satisfy the terms and conditions of this Agreement shall be considered a material breach of this Agreement and Owner may then terminate this Agreement upon giving sixty (60) days written notice to User.

5. OWNERS OBLIGATIONS.

5.1 Owner shall:

a. Grant the User an IRU in accordance with the terms of this Agreement.

b. Provide and/or control maintenance and repair functions on the User System and all facilities in the Fiber System through which the User System passes, including, but not limited to, conduit, innerduct, poles and equipment, shall be performed under the direction of the Owner.

6. USER OBLIGATIONS.

6.1 User shall:

a. Provide and pay for lateral connectivity from necessary termination points of User's proprietary fiber and equipment to the necessary demarcation points of the Fiber System.

b. Pay for any building or external network service connection and disconnection charges for each building service added or deleted before, during or after the initial establishment and cutover of a User System fiber segment. User shall be responsible for any and all costs associated with lateral connectivity to the Fiber System and shall pay for the costs of all splicing, distribution segment, service connections, head end equipment, and any ring or concentrator operations.

c. If performing any splicing in the User System, utilize the services of Columbus Fibernet, LLC (Fishel) to perform the splicing.

d. Pay all necessary costs if the User requires installation of a new distribution ring or concentrator in an already established Fiber System or User System distribution segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation. Owner's management agent's current charges and application rules are identified in Exhibit C attached hereto.

e. Not use the User System provided in this Agreement to provide services to other carriers or service providers without the prior written consent of the Owner. User also agrees that it shall not sublease or subdivide the User System. User further agrees to continually meet the requirements of this Agreement. In the event of any breach of the provisions contained in this Section, the Owner has the right to terminate this Agreement upon giving thirty (30) days written notice to User.

f. Pay any and all maintenance costs as may be required to be paid by User pursuant to the requirements of Section 8.1(a-c) below.

g. Pay any costs associated with disconnecting from the Fiber System, and shall ensure that the User System, including the strands of fiber and any associated appurtenances, are left in the condition that existed prior to the User connecting to the Fiber System. User agrees that should the Owner determine, in the Owner's sole discretion, that upon disconnection User has not left the User System in the condition that existed prior to the User connecting to the Fiber System, the Owner shall restore and repair the User System at the sole cost and expense of User.

7. JOINT OBLIGATIONS.

7.1 The Owner and User jointly:

a. Agree that within sixty (60) days of final execution of this Agreement the Parties shall agree upon an acceptance plan for User's initial activation and the "go-live" of User's System.

b. Shall provide each other a twenty-four (24) hour a day, three hundred sixty-five (365) days per year, coordination telephone number.

8. MAINTENANCE.

8.1 All maintenance and repair functions on the User System and all facilities through which the User System passes, including, but not limited to, conduit, innerduct, poles, and equipment, but specifically excluding all User owned and controlled opto-electronics, shall be performed by or at the direction of the Owner or Owner's appointed agent with reasonable notice to User. Except as otherwise may be agreed to by the parties, User is prohibited from performing any maintenance or repair on the Fiber System or User System. User shall have the right to have an employee or representative available to assist the Owner in any maintenance or repair of the User System. The Owner shall maintain the User System in accordance with the technical specifications (hereinafter referred to as the "Specifications") attached hereto in Exhibit "B".

a. Regular Maintenance: Owner may from time to time undertake and provide for regular maintenance activities ("Regular Maintenance") in an attempt to keep the Fiber System and/or User System in good working order and repair so that it performs to a standard equal to that which is then commonly believed to be acceptable for systems of similar construction, location, use and type. Such Regular Maintenance shall be performed at the Owner's sole cost, and expense.

b. Scheduled Maintenance: The Owner from time to time may schedule and perform specific periodic maintenance to protect the integrity of the Fiber System and/or User System and perform changes or modifications to the Fiber System and/or User System (including but not limited to fiber slicing, etc.) at the User's request ("Scheduled Maintenance"). Such User requested Scheduled Maintenance shall be performed at the User's sole cost and expense. User may request such Scheduled Maintenance by delivering to the Owner a Statement of Work detailing the service User desires to be performed, including the time schedule for such services. Upon receipt of such a Statement of Work, the Owner shall provide an estimate of the price and timing of such Scheduled Maintenance. Following User's acceptance of such estimate, the Owner will schedule and have such Scheduled Maintenance performed. The Owner shall have such Scheduled Maintenance performed on a time-and-materials basis at the standard rates in then effect at the time services are performed. Rates in effect shall be those identified

in Exhibit "C", attached hereto, with the understanding that such rates are subject to change at any time.

c. Emergency Maintenance: The Owner may undertake and provide for emergency maintenance and repair activities for the Fiber System and/or User System ("Emergency Maintenance"). Where necessary, the Owner shall attempt to respond to any failure, interruption or impairment in the operation of the User System within twenty-four (24) hours after receiving a report of any such failure, interruption or impairment. The Owner shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the User System when reported by User in accordance with the procedures set forth in this Agreement. User shall be responsible for the costs and expenses associated with such Emergency Maintenance as it relates to User's actual use of the User System and/or Fiber System requiring such Emergency Maintenance. The Owner shall have such Emergency Maintenance performed on a time-and-materials basis at the emergency maintenance rates then in effect at the time services are performed

8.2 In the event the Owner, or others acting in the Owner's behalf, at any time during the Term of this Agreement, discontinues maintenance and/or repair of the User Systems, User, or any party acting in User's behalf, shall have the right, but not the obligation, to thereafter provide for any maintenance and repair of the User System, at the User's sole cost and expense. Any such discontinuance by the Owner shall be upon not less than six (6) months prior written notice to User. In the event of such discontinuance, the Owner shall obtain for User, approval for adequate access to the rights of way in, on, across, along or through which the User System is located, for the purpose of permitting User (or others acting in User's behalf) to undertake such maintenance and repair of the User System. As an alternate remedy, User may elect to terminate this Agreement.

8.3 In the event any failure, interruption or impairment adversely affects both the Owner's Fiber System and the User System, restoration of the User System shall at all times be subordinate to restoration of the Owner's Fiber System with special priority for Owner's public safety and municipal infrastructure functions carried over the Fiber System, unless otherwise agreed to in advance by the parties hereto. In such event or in the event the Owner is unable to provide timely repair service to the User System, the Owner may, following written request, permit User to make repairs to restore the User System as long as such restoration efforts do not interfere with the Owner's restoration activities.

8.4 Any User subcontractors or employees who undertake repair or maintenance work on the User System shall first be approved by the Owner to work on the Owner's Fiber System. Prior to User's undertaking Emergency Maintenance or entering an Owner's facility for repair, User shall first notify the Owner of the contemplated action and receive the Owner's concurrence decision, a decision that the Owner shall provide to User no later than twelve (12) hours from User's notification to Owner of contemplated action. When User undertakes Emergency Maintenance of the User System, User shall have an

Owner employee or representative available to assist the User in any repair of the User System.

9. USE OF THE USER SYSTEM.

9.1 User shall have exclusive control over its provision of telecommunications, video, data, and/or information services.

9.2 User hereby certifies that it is authorized or shall be authorized, where required, on the effective date of this Agreement, to provide telecommunications, video, data, and/or information services within the State of Ohio, the City of Dublin, Ohio and in such other jurisdictions as the User System may exist, and that such services can be provided on the Fiber optic cable systems such as the Fiber System owned and operated by the Owner.

9.3 User understands and acknowledges that its use of the Fiber System and User System are subject to all applicable local, state and federal laws, rules and regulations, as enacted, either currently or in the future, in the jurisdictions in which the Fiber System and User System are located. User represents and warrants that it shall operate on the Fiber System and User System subject to, and in accordance with, all laws, rules and regulations and shall secure all permits, approvals, and authorizations from all such jurisdictional entities as may be necessary.

10. INSURANCE.

10.1 During the Term of this Agreement, unless otherwise agreed to in writing by the authorized representatives, User shall at its own expense, maintain in effect, insurance coverage with limits not less than those set forth herein.

10.2 The User shall furnish the Owner's authorized representative within thirty (30) days after the Commencement Date of the Agreement with insurance endorsements acceptable to Owner's Director of Law. The endorsements shall be evidence that the policies providing coverage and limits of insurance are in full force and effect. Such insurance shall be maintained by the User at the User's sole cost and expense.

10.3 The User endorsements shall name the Owner and all of its elected officials, officers and employees, agents and volunteers as additional insureds. The endorsements shall also contain a provision that the policy cannot be canceled or reduced in coverage or amount without first giving thirty (30) calendar days written notice thereof by registered mail to the Owner at the following address:

City of Dublin
c/o Gregory Dunn
Ice Miller LLP
250 West Street
Columbus, Ohio 43215

10.4 Such insurance shall not limit or qualify the obligations the User assumed under the Agreement. The Owner shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of the premium for these policies.

10.5 Any insurance or other liability protection carried or possessed by the Owner, which may be applicable, shall be deemed to be excess insurance and the User's insurance is primary for all purposes despite any conflicting provision in the User's policies to the contrary.

10.6 User shall be responsible for all User contractors' or subcontractors' compliance with the insurance requirements.

10.7 Failure of the User to maintain such insurance, or to provide such endorsements to the Owner when due, shall be an event of default under the provisions of this Agreement.

10.8 The User shall obtain and maintain Commercial General Liability Insurance, including the following coverages: Product liability hazard of User's premises/operations (including explosion, collapse and underground coverages); independent contractors; products and completed operations (extending for one (1) year after the termination of this Agreement); blanket contractual liability (covering the liability assumed in this Agreement); personal injury (including death); and broad form property damage. Such coverage shall provide coverage for total limits actually arranged by the User but not less than Two Million Dollars and No Cents (US$2,000,000.00) combined single limit. Should the policy have an aggregate limit, such aggregate limits should not be less than double the combined single limit and be specific for this Agreement. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be in a form acceptable to the Owner's Director of Law.

10.9 The User shall provide Workers' Compensation insurance covering all of the User's employees in accordance with the laws of the state of Ohio.

10.10 The User may use an Umbrella or Excess Liability coverage to net coverage limits specified in the Agreement. Evidence of Excess Liability shall be in a form acceptable to Owners Director of Law.

10.11 The foregoing insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the User under this Agreement.

11. DEFAULT.

11.1 Unless otherwise specified in this Agreement, User shall not be in default under this Agreement, or in breach of any provision hereof unless and until the Owner shall have given User written notice of a breach and User shall have failed to cure the same within thirty (30) days after receipt of a notice; provided, however, that where such breach cannot reasonably be cured within such thirty (30) day period, if User shall

proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by User to timely cure any such breach after notice thereof from the Owner, the Owner shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue such other remedies as may be provided at law or in equity.

11.2 Unless otherwise specified in this Agreement, the Owner shall not be in default under this Agreement or in breach of any provision hereof unless and until User shall have given the Owner written notice of such breach and the Owner shall have failed to cure the same within thirty (30) days after receipt of such notice; provided, however, that where such breach cannot be reasonably be cured within such thirty (30) day period, if the Owner shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by the Owner to timely cure any such breach after notice thereof from User, User shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue other remedies as may be provided at law or in equity.

11.3 If User should file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or should be adjudicated bankrupt or insolvent, or should make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if any involuntary petition proposing the adjudication of User, as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law should be filed in any court and such petition shall not be discharged or denied within ninety (90) days after the filing thereof, or if a receiver, trustee or liquidator of all or substantially all of the assets of User shall be appointed then the Owner may, at its sole option, immediately terminate this Agreement.

12. FORCE MAJEURE.

12.1 Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control (except for the fulfillment of payment obligations as set forth herein), including, but not limited to: acts of God, fire, flood, earthquake or other catastrophes; adverse weather conditions; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; national emergencies; insurrections; riots, wars; or strikes, lockouts, work stoppages or other labor difficulties (collectively, "Force Majeure Events").

13. ASSIGNMENT.

13.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns. User shall not assign, sublease, or license (hereinafter collectively referred to as a "Transfer") any rights or obligations hereunder without the prior written consent of the Owner.

14. WAIVER OF TERMS OR CONSENT TO BREACH.

14.1 No term or provision of this Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

15. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

15.1 The relationship between User and the Owner shall not be that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or agency agreement between the Parties hereto.

16. NO THIRD-PARTY BENEFICIARIES.

16.1 This Agreement shall be for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and except for the requirements of Section 10.2 herein, shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person or entity other than a Party.

17. EFFECT OF SECTION HEADINGS.

17.1 Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

18. NOTICES.

18.1 Any written notice under this Agreement shall be deemed properly given if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight delivery service or by facsimile to the address specified below, unless otherwise provided for in this Agreement:

If to User to:

Allan Woo, Fire Chief
Washington Township
6200 Eiterman Road
Dublin, OH 43016

If to Owner to:

City Manager
City of Dublin, Ohio
5200 Emerald Parkway
Dublin, OH 43017-1006

With a Copy to:

Mr. Gregory Dunn
Ice Miller LLP
250 West Street
Columbus, Ohio 43215

18.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.

19. SEVERABILITY.

19.1 In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

20. COMPLIANCE WITH LAW.

20.1 Each Party hereto agrees that it shall perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations.

21. GOVERNING LAW AND VENUE.

21.1 This Agreement shall be interpreted in accordance with the Charter and Codified Ordinances of the City of Dublin, as amended, the laws of the State of Ohio, and all applicable federal laws, rules and regulations as if this Agreement were executed and performed wholly within the State of Ohio. No conflict of law provisions shall be invoked so as to use the laws of any other jurisdiction. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall be the state and federal courts in Franklin County, Ohio

22. ENTIRE AGREEMENT.

22.1 This Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the parties with respect to the subject matter. This Agreement cannot be modified except in writing signed by both parties.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement effective the day and year first above written:

USER:

Washington Township

By: Allan Woo
Its: Fire Chief

OWNER:

City of Dublin, Ohio, an Ohio municipal corporation.

By: Marsha I. Grigsby
Its: City Manager

Approved As To Form:

Steve J. Smith
Law Director, City of Dublin, Ohio

Exhibit A

Fiber Route

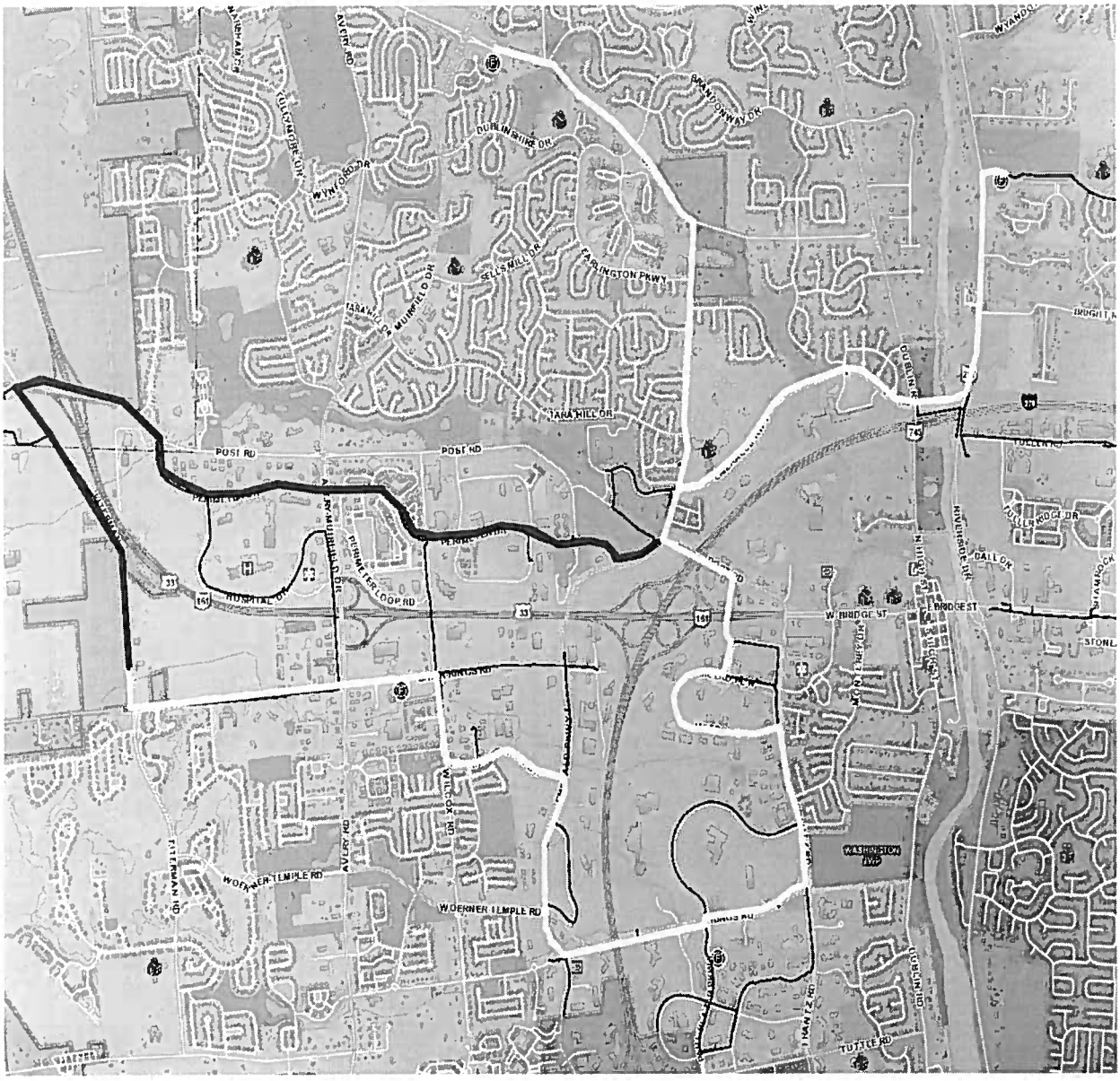

Exhibit B

FIBER SYSTEM SPECIFICATIONS

I. General

The Owner shall install and maintain the User System within the Owner's Fiber System in accordance with the criteria and specifications that follows:

II. Design Criteria

The Owner shall endeavor to keep the number of splices in a span to a minimum.

III. Optical Fiber Specifications

The Owner shall meet the optical specifications as detailed below for the cable installed:

A. Single Mode Fiber

Parameter	Specifications	Units
Maximum attenuation, 1310/1550	.35/.25	dB/Km
Cladding diameter	125.0	um
Cutoff wavelength	1150-1330	nm
Zero dispersion wavelength	1300-1320	nm
Maximum dispersion (2.6 – 6.0)	.05	ps/ (nm-km)

Exhibit C

MAINTENANCE AND REPAIR

Charges for Time and Material Service

The Owner or Owner's agent may perform maintenance service at the rates established below, which rates are subject to change. Unless specifically authorized by the User, no Scheduled Maintenance shall be performed outside of normal working hours, detailed below:

Normal Working Hours:
8:00 a.m. to 5:00 p.m.,
Monday through Friday
(Except Owner observed holiday).

Overtime Hours:
5:01 p.m. to 7:59 a.m., Saturday, Sunday,
and all Owner observed holidays.

Expenses Incurred per call out:

Labor Rates	**Hourly Rate**	**Overtime Rate**
Project Manager	75.00	112.50
Professional Engineer	65.00	97.50
Right of Way Agent	48.50	72.75
Supervisor	47.70	71.55
Foreman	36.90	55.35
Operator	31.50	47.25
Truck Driver	26.00	39.00
Laborer	21.70	32.55
Fiber Splicer	42.00	63.00
Equipment Rates	**Hourly Rate**	
Pickup	16.00	
1-ton/flat bed	17.60	
2-ton dump	24.00	
Trailer	16.50	
Rubber tired backhoe	36.20	
Rodding machine	21.75	
Winch truck	21.75	
Air compressor	16.00	
Light plant	17.45	
Arrow board	9.00	
2" water pump	10.00	
Generator	14.50	
Cable cart	7.00	
Manhole package	14.50	
Fusion splicing package	30.00	

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