

**CITY OF DUBLIN**  
**RIGHT-OF-WAY REGULATIONS**

August 25, \_\_\_\_\_, 2008

**Jane Brautigam, City Manager**

**City of Dublin, Ohio**

**TABLE OF CONTENTS**

Page No.

Introduction.....1

1.1 Definitions.....1

2.1 Permit Application Procedure.....3

2.1.1 Request for Permit .....3

2.1.2 Form of Application.....3

2.2 Single Point of Business Contact.....5

2.3 Registration with Underground Reporting Services.....5

2.4 Operation in the Business District Right-of-Way.....6

2.5 Waiver of Fees; Special Builds.....6

2.6 Pro-Rating of Fees .....7

2.7 Insurance .....7

2.7.1 Insurance .....7

2.7.2 Comprehensive General Liability Insurance .....8

2.7.3 Comprehensive Auto Liability Insurance .....8

2.7.4 Additional Insurance.....8

2.7.5 Self-Insurance .....8

3.1 Obligations of Permittees; Conditions of Permits .....9

4.1 Appeals .....11

5.1 Removal of Facilities .....11

6.1 Foreclosure and Receivership.....11

7.1 Effective Date .....12

ATTACHMENT:

Exhibit A - General Right-of-Way Application

# CITY OF DUBLIN, OHIO

## RIGHT-OF-WAY REGULATIONS

### REGULATIONS GOVERNING RIGHTS-OF-WAY OF THE CITY OF DUBLIN, OHIO

#### INTRODUCTION

These Regulations shall govern the Rights-of-Way in the City of Dublin, Ohio. These Regulations have been authorized and passed pursuant to Chapter 98 of the Codified Ordinances of the City of Dublin.

#### **1.1** Definitions

For purposes of these Regulations, the following terms, phrases, words, and their derivations have the meanings set forth herein. When not inconsistent with the context, words in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Applicant” means any Person applying for a Right-of-Way Permit hereunder.
- B. “Approved” means approval by the City pursuant to Chapter 98, these Regulations or any Service Agreement.
- C. “Best Efforts” means the best reasonable efforts under the circumstances, taking into consideration, among other appropriate matters, safety, expedition, available technology and human resources and cost.
- D. “Business District Right-of-Way” or “Dublink Area” means the Right-of-Way described in Exhibit A of Chapter 98.
- E. “Chapter” or “Chapter 98” means Chapter 98 of the Codified Ordinances of the City of Dublin, as amended from time to time.
- F. “City” means the City of Dublin, Ohio.
- G. “City Manager” means the Dublin City Manager or his designee.
- H. “Conduit System” (the “System”) means an organized system of underground multi-conduits planned and constructed by the Operator throughout the Dublink area within the municipality, access to which will be provided at reasonable rates, fees and charges on a non-discriminatory basis.

- I. "Council" means the legislative body of the City.
- J. "Force Majeure" means a strike, act of God, act of public enemy, order of any kind of a government of the United States of America or of the State of Ohio or any of their departments, agencies or political subdivisions; riot, epidemic, landslides, lightning, earthquake, fire, tornado, storm, flood, civil disturbance, explosion, partial or entire failure of a utility or any other cause or event not reasonably within the control of the party disabled by such Force Majeure, but only to the extent such disabled party notifies the other party as soon as practicable regarding such Force Majeure and then for only so long as and to the extent that, the Force Majeure prevents compliance or causes non-compliance with the provisions hereof.
- K. "General Right-of-Way Permit" shall have the meaning set forth in Section 98.03(B)(1) of Chapter 98.
- L. "Operator" means the person authorized in Ordinance 94-98 to operate the System.
- M. "Permittee" means any person issued a Right-of-Way Permit pursuant to Chapter 98, these Regulations to use or occupy all or a portion of the Rights-of-Way in accordance with the provisions of Chapter 98, these Regulations and said Right-of-Way Permit.
- N. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
- O. "Public Property" means any real property owned by the City or easements held or used by the City, other than a Right-of-Way.
- P. "Regulation" or "Administrative Regulations" means any rule adopted by the City Manager pursuant to the authority of Section 98.10, and the procedure set forth in Section 98.10 therein, to carry out its purpose and intent.
- Q. "Residential Purposes" means residential use of Right-of-Way, for example, such uses as mailboxes, trees, landscaping, lawn sprinklers, decorative purposes or any curb cuts and driveways.
- R. "Right-of-Way" means the surface of and the space above and below the paved or unpaved portions of any public street, public road, public highway, public freeway, public lane, public path, public bike path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, dedicated utility easements, public drive and any other land dedicated or otherwise designated for the same now or hereafter held by the City which shall, within its proper use and meaning in the sole opinion of the City Manager, entitle a Permittee, in accordance with the terms hereof and of any Right-of-Way Permit, to the use thereof for the purpose of installing or operating any poles, wires, cables, transformers, conductors, ducts, lines, mains, conduits, vaults, manholes, amplifiers, appliances, attachments or other property or facilities as may be ordinarily necessary and pertinent to the provision of utility, cable television, communications or other services as set forth in any Service Agreement or any Right-of-Way Permit. Right-of-Way shall not include private easements or Public Property, except to the

extent the use or occupation of Public Property is specifically granted in a Right-of-Way Permit or by Administrative Regulation.

S. “Right-of-Way Permit” means the non-exclusive grant of authority to use or occupy all or a portion of City’s Rights-of-Way granted pursuant to Chapter 98.

T. “Service Agreement” means a valid service agreement, franchise agreement or operating agreement issued by the City pursuant to the Dublin City Charter, the Dublin City Codes or Constitution and laws of Ohio or the United States, and accepted by any Person, pursuant to which such Person may operate or provide utility, cable television, communication or other such service to consumers within the City.

U. “Special Right-of-Way Permit” shall have the meaning set forth in Section 98.03(B)(2) of Chapter 98.

V. “Utility Right-of-Way Permit” shall have the meaning set forth in Section 98.03(B)(3) of Chapter 98.

## **2.1 Permit Application Procedure**

**2.1.1 Request for Permit:** Persons desiring to apply for a Right-of-Way Permit may obtain copies of the “Permit Application Form” from the City Manager’s designee. Said request may be made in person or by mail.

**2.1.2 Form of Application:** Right-of-Way Permit applications (initial, renewal, or transfer) shall be filed with the City Manager’s designee. Each application shall include the following information in order to be considered complete:

(A) Completed “Right-of-Way Permit Application Form.” Said application requires the following information to be provided thereof:

1. The name, address, telephone, fax number and e-mail address of the Applicant;
2. The name, address, telephone, fax number and e-mail address of a designated single point of business contact;
3. Applicable Ohio Utilities Protection Service Registration Number;
4. Twenty-four hour emergency contact telephone number(s) as further specified in Section 2 of these Rules and Regulations;
5. Type of Permit requested;
6. Length of Permit term requested;
7. A check list of all required attachments (as detailed below, see (B) for certain exemptions);

8. Certification by a responsible Officer or Representative of the Applicant that all permit application information is complete and correct;

9. Witnessed by a Notary Public.

(B) A copy of any applicable valid certification from the Public Utilities Commission of Ohio including certification pursuant to R.C. 4933.81 et seq. (Labeled Exhibit "B"). **NOTE:** If an Applicant possesses said certification, the Applicant shall be presumed to possess the required financial, technical, and managerial resources and will provide Exhibits B in lieu of Exhibits C, D, E, and H.

(C) A detailed statement of the Applicant's corporate, or other business entity or organization, including, but not limited to, the following: (Labeled Exhibit "C"). The names, titles, and business addresses of all Officers, and/or Directors of the Applicant.

(D) A detailed description of the Applicant's previous experience in providing related and/or similar services as those proposed in conjunction with said application. (Labeled Exhibit "D").

(E) A detailed and complete financial statement of the Applicant, prepared by a Certified Public Accountant, for the fiscal year next preceding the date of said application, or a letter or other acceptable evidence in writing from a recognized lending institution or funding source, addressed to both the Applicant and the City, setting forth the basis for a study performed by such lending institution or funding source, and a clear statement of its intent as a lending institution or funding source to provide whatever capital shall be required by the Applicant to construct and operate the proposed system in the City, or a statement from a Certified Public Accountant, certifying the Applicant has available sufficient free, net and uncommitted cash resources to construct and operate the proposed system and/or facility in the City. (Labeled Exhibit "E").

(F) A statement certifying the Applicant is not delinquent on any taxes or other obligations to the City or Franklin County. (Labeled Exhibit "F").

(G) A statement identifying any Service Permits awarded to the Applicant, from the City of Dublin, in accordance with Chapter 98 of the Codified Ordinances of the City. A copy of said ordinance granting such Service Permits shall also be attached and provided herewith. (Labeled Exhibit "G").

(H) A detailed description of the proposed plan of operation of the Applicant. (Labeled Exhibit "H").

(I) A detailed map of facilities in or proposed to be in the Right-of-Way, prepared in accordance with the "Mapping Requirements" section (Section 5) of these Rules and Regulations. (Labeled Exhibit "I").

(J) A non-refundable application fee (initial, renewal, and/or transfer) in the form of a check, money order or wire transfer made payable to Treasurer - City of Dublin in the appropriate sum for the type of Right-of-Way Permit requested. (Labeled Exhibit "J").

(K) For all “General Right-of-Way Permits” and “Special Right-of-Way Permits,” Applicants shall provide a certificate of insurance for all required insurance. **Please Note**, those Applicants maintaining a net book value in excess of ten million dollars (\$10,000,000) may submit a statement requesting to self-insure, thereby seeking exemption from the insurance requirements required herein. (Labeled Exhibit “L”).

(L) For all “Utility Right-of-Way Permits,” applicants shall provide a brief statement explaining why the Applicant is entitled to this type of Permit. (Labeled Exhibit “M”)

(M) The City reserves the right to request any additional information as necessary to ensure accordance with Section 910.05. (Labeled Exhibit “N”).

**2.1.3. Renewal Permits:** A renewal permit application for General Right-of-Way, Special Right-of-Way, and Utility Right-of-Way permits may be obtained from the office of the City Manager’s designee, and shall be filed with the same office. In order for the City to have adequate time to process renewal permit applications as well as to verify the information set forth in these applications, a renewal permit application should be filed with the City Manager’s designee no later than sixty (60) days before the expiration of the initial existing permit. If the renewal permit application is approved, the permit holder shall continue to pay the fees as set forth in these regulations and any applicable documentation. The renewal permit application is attached and labeled as Exhibit "O."

**2.2 Single Point of Business Contact:** Each Right-of-Way Permit application shall include a single point of business contact to coordinate all business issues relative to the Permittee’s proposed and existing facilities located with Rights-of-Way. Said designation shall include the name, title, business address, telephone and fax numbers and e-mail addresses. Each Permittee shall keep the City Manager’s designee advised in writing as to any changes in this information. The responsibilities associated with this position shall include, when and as appropriate:

- A. Participation in joint planning, construction, and/or advance notification of Right-of-Way work.
- B. Internal distribution of plans and specifications from the City, its Contractors, and Consultants.
- C. Attendance at City meetings to discuss project coordination.
- D. Notification by the City to remove or relocate facilities.
- E. Temporary movement of facilities.

Participation may not be limited to the above circumstance. The single point of contact may choose a designee to attend planning session/meetings as needed.

**2.3 Registration with Under Reporting Service:** At the time of application for a General Right-of-Way Permit, all Applicants registered as a voting member of the Ohio Utilities Protection Service (OUPS) shall provide a registration number. If not a registered voting

member, a letter certifying the Permittee's facilities are or will be registered, and by whom, with registration number, shall be filed with the City Manager's designee within thirty (30) days after the Permit is issued.

At the time of application for a Special Right-of-Way Permit for Non-Residential Purposes, all Applicants registered as a limited basis participant or greater of OUPS shall provide a registration number. If not at least a limited basis participant, a letter certifying limited basis participation or pending membership with registration number indicating how the Permittees facilities are registered and by whom shall be filed with the Division within thirty (30) days after Permit is issued.

**2.4 Operation in the Business District Right-of-Way:** No Permittee shall be allowed to occupy the Business District Right-of-Way except that:

- (A) Pursuant to Agreement with the Operator
- (B) Pursuant to Sec. 98.03(F)
- (C) Pursuant to the Special Build requirement set forth in Section 2.5 below.

**2.5 Waiver of Fees; Special Builds:**

A. Permittees who participate in the Conduit System shall not be required to pay permit fees provided that the only facilities they own or operate in the Dublink Area are contained within the Conduit System or are built pursuant to Section 2.5(B) below.

B. If a Permittee has a bona fide need to install facilities in *Dublink* to serve an end-use customer(s) and there is no, or an insufficient amount of the System available or under construction to allow such service to be implemented, Permittee may file an application with the City Manager for a Special Build. Such application shall specify the location of the customer(s) to be served and the date by which the Permittee desires to implement service. The City Manager may allow the Permittee to construct conduit necessary for facilities to provide service to the customer(s) in question, subject to the following requirements. No exception shall be granted unless The City Manager first determines that the proposed Special Build will not result in unnecessary street cuts or damage to the Right-of-Way.

- (i) A Permittee applying for a Special Build shall meet with the City Manager and the Operator of the System within thirty (30) days of the filing of its application to discuss its plans for the installation of conduit within Dublink and shall provide, as an exhibit to its application, maps and construction drawings reflecting such plans.
- (ii) if the Special Build application is approved, said Permittee shall notify the City and the Operator thirty (30) days prior to opening any trench which is part of the subject of the proposed Special Build and permit the Operator to place such quantity of System conduit and duct in such trench as Operator deems appropriate at the incremental cost incurred by applicant due solely to the placement of the System conduit and duct in the trench. Operator shall construct, utilize, and maintain its own manholes and other underground vaults at its own expense.



System conduit and duct shall remain separate and apart from the applicant's conduit and duct, provided, however, that connections between the facilities of applicant and the System conduit and ducts shall be permitted to provide for required interconnections between Permittees and to meet end user requirements.

- (iii) Within ten (10) working days after meeting with the City and Operator, as described in Section 2.5(B)(i) Operator shall inform the Permittee in writing of the amount of System conduit and duct, if any, it intends to place in the trench. Within ten working days of the receipt of this information, the applicant will provide Operator with a written estimate of the incremental cost to be incurred as a result of the placement of System conduit and duct in the trench. If Operator accepts this estimate, it shall so notify the City and the Permittee within ten (10) working days of the receipt of the above estimate. Operator shall pay such costs to the applicant upon completion of the Special Build. Disputes as to the reasonableness of the estimate shall be resolved by the City Manager pursuant to such procedures as the City Manager may establish. In the event Permittee does not agree to abide by the City Manager's determination as to reasonableness, then the authority shall be revoked.
- (iv) If an applicant for a Special Build determines, after the completion of construction, that it has conduit capacity which exceeds its own needs in a trench in which System conduit has been constructed by the Operator pursuant to this Section 5(B), it may lease or sell such capacity to another Permittee only if the City Manager determines that the System has no remaining capacity sufficient to meet the requirements of said other Permittee.

**2.6 Pro-Rating of Fees:** Once an Applicant is granted a:

(A) "General Right-of-Way Permit," fees are paid on a quarterly basis, one quarter in arrears. As per Section 98.07(B) of Dublin Code of Ordinances, the payments shall be made on or before March 31, June 30, September 30 and December 31 of the calendar year. Fees for the initial quarter are based on the date the Permit is approved by the Right-of-Way in relation to the due date of the next quarterly payment. This pro-rated fee is due on that quarterly payment date.

(B) "Special Right-of-Way Permit," fees shall be paid in advance for each calendar year prior to January 31 of each year. Fees are based on the date the Permit is approved in relation to January 1 of the year the Permit is granted, and due within thirty (30) days of the approval. The fees may be waived for "Special Right-of-Way Permits."

**2.7 Insurance:**

**2.7.1 Insurance:** All "General Right-of-Way Permittees" and "Special Right-of-Way Permittees" shall be required to, at their own cost and expense, obtain, and maintain during the term of any Permit, a liability insurance policy or policies naming the City as an additional insured. A Certificate of Insurance regarding such policies shall be furnished to the City Manager at or before the granting of a Permit. The insurance company issuing such policy shall carry a financial rating of not less than "A" in the latest edition of "Bests Key Rating Guide,"

published by A.M. Best Guide, and shall be duly licensed to do business in the State of Ohio. Such policy or policies shall also be maintained for such other period of time during which the operator operates or is engaged in the removal of the system. Each such liability insurance policy shall contain the following endorsement:

“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail, of a written notice of such intent to cancel or not to renew.”

Within thirty (30) days after receipt by the City of said notice, and in no event later than five (5) days prior to said cancellation, the operator shall obtain and furnish to the City Manager a Certificate of Insurance evidencing replacement insurance policies.

**2.7.2 Comprehensive General Liability Insurance:** Comprehensive general liability insurance to cover liability, bodily injury and property damage must be maintained. Coverage must be written on an occurrence basis, with the following limits of liability and provisions, or their equivalent:

- (A) Bodily Injury
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$3,000,000
  
- (B) Property Damage
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$3,000,000
  
- (C) Personal Injury
  - 1. Annual Aggregate \$3,000,000

(D) Completed Operations and Products Liability shall be maintained for two years after the termination of the Franchise or License (in the case of the Permittee) or completion of the work for the Permittee (in the case of a contractor or subcontractor).

(E) Property Damage Liability Insurance shall include coverage for the following hazards: E-explosion, C-collapse, U-underground.

**2.7.3 Comprehensive Auto Liability Insurance:** Comprehensive auto liability insurance to cover owned, hired, and non-owned vehicles must be maintained. Coverage must be written on an occurrence basis, with the following limits of liability and provisions, or their equivalent:

- (A) Bodily Injury
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$3,000,000
  
- (B) Property Damage
  - 1. Each Occurrence \$1,000,000

2. Annual Aggregate \$3,000,000

**2.7.4 Additional Insurance:** The City reserves the right to require any other insurance coverage it deems necessary after review of any proposal submitted by Permittee.

**2.7.5 Self-Insurance:** Those Applicants maintaining a net book value in excess of ten million dollars (\$10,000,000) may submit a statement requesting to self-insure. This statement shall include:

- (A) Audited financial statements for the previous year.
- (B) A description of the Applicant's self-insurance program.

**3.1 Obligations of Permittees; Conditions of Permits**

- (A) In addition to any other requirements set forth in Chapter 98 and in these

Administrative Regulations each Permittee, shall;

- 1. Use its Best Efforts to cooperate with other Permittees and the City for the best, most efficient, most aesthetic and least obtrusive use of Rights-of-Way, consistent with safety, and to minimize traffic and other disruptions including street cuts.
- 2. Participate in such joint planning, construction and advance notification of Right-of-Way work, excepting such work performed in an emergency service outage; provided the Permittee uses its Best Efforts to contact the City at the earliest possible time after beginning such work, as may be required by Chapter 98 and these Regulations.

Joint Planning - Each Permittee shall work, coordinate and plan with all other Permittees to the extent feasible and cost-effective to coordinate and accomplish joint planning. Joint planning shall include, but not be limited to, planning, preparing and providing for advance notice of Right-of-Way work, coordinating street cuts, shared use of Right-of-Way space, and minimization of traffic disturbances.

Construction - Each Permittee shall coordinate construction of Permittee's physical plant with all other Permittees to the extent feasible and cost-effective to coordinate and accomplish construction. Coordination of construction shall include, but not be limited to, planning, preparing and providing for advance notice of Right-of-Way construction work, coordinating street cuts, shared use of Right-of-Way space, and minimization of traffic disturbances due to said construction.

Emergency - Work performed by a Permittee in an emergency shall not be subject to the joint planning and construction Regulations; provided the Permittee uses its Best Efforts to contact the City at the earliest possible time after beginning such

work, and, in any event, no later than within 24 hours of the commencement of said emergency work.

3. Cooperate with other Permittees in utilization of, construction in and occupancy of private rights-of-way, but only to the extent the same is consistent with the grant thereof or is not additionally burdensome to any property owner.
4. Upon reasonable written notice of and at the direction of the City Manager, and at the Permittee's sole cost, promptly remove or rearrange facilities as necessary, such as during any construction, repair or modification of any street, sidewalk, City utility or other public improvement, or as part of the City Manager's determination that designated portions of its Rights-of-Way should accommodate only underground facilities or that facilities should occupy only one side of a street or other public way, or if an additional or subsequent City or other public use of Rights-of-Way is inconsistent with the then current uses of such Permittee or for any other reasonable cause as determined by the City Manager pursuant to Section 98 of Public Code of Ordinances.
5.
  - 5.1 [RESERVED FOR MAPPING REQUIREMENTS]
  - 5.2 All construction plans, drawings and as built in hard copy, electronic or other format, will be coordinated directly with the Director of Engineering.
6. Perform all work, construction, maintenance or removal of structures and facilities within the Right-of-Way, including tree trimming, in accordance with good engineering and construction practice including any appropriate safety codes and in accordance with the Administrative Regulations.

Each Permittee shall use its Best Efforts to repair and replace any street, curb or other portion of the Right-of-Way, or facilities or structure located therein, to a condition to be determined by the City Manager to be adequate under current standards and not less than materially equivalent to its condition prior to such work and to do so in a manner which minimizes any inconvenience to the public, the City and other Permittees.
7. Register with underground reporting services as required by Federal, State or local law, rule or regulation.
8. Use its Best Efforts to cooperate with the City in any emergencies involving the Rights-of-Way. Use of Best Efforts in this context shall include, but not be limited to the maintenance of a twenty-four (24) hour emergency contact.
9. Using distinct identification, identify all structures and facilities in the Rights-of-Way. Distinct identification in this context shall mean providing the City with

such information as will allow the City to identify existing structures and facilities in the Rights-of-Way. Said identification information shall be provided to the City Manager.

10. Designate a single point of contact for all purposes hereunder.

(B) Each Permittee shall assure that any subcontractor or other person performing any work or service in the Right-of-Way on behalf of said Permittee will comply with all applicable provisions of this Chapter and its Right-of-Way Permit and will identify the Permittee for whom such subcontractor is working. Said Permittee shall be responsible and liable hereunder for all actions of any such subcontractor or others as if said Permittee had performed or failed to perform any such obligation.

#### **4.1 Appeals**

(A) Appeals must be filed in accordance with Section .04(E) of Chapter 98 of the Codified Ordinances of the City of Dublin. (The comprehensive Right-of-Way Ordinance). Notice of said appeal should be filed in writing and captioned as "Appeal to the Dublin City Council for Right-of-Way Permit Reconsideration" with the Clerk of Council who shall fix a time and place for such hearing. The same shall not be later than sixty (60) days thereafter. The Clerk shall notify the Mayor and all members of Council of the time and place for such hearing not less than five (5) days in advance thereof. A Quorum of Council shall be required to hear any such appeal. The appellant may be heard in person or through Council or in the alternative, may present materials in writing. Council shall issue a written opinion of their findings and decision within thirty (30) days of the hearing date. Except as otherwise appealable by law, the City Council's decision shall be final.

#### **5.1 Removal of Facilities**

(A) Except for Special Right-of-Way Permittees for Residential Purposes, any Right-of-Way Permittee that intends to discontinue use of any facilities within the Rights-of-Way shall submit a written notice to the City Manager describing the portion of the facilities to be discontinued and the date of discontinuance, which date shall not be less than thirty (30) days from the date such notice is submitted to the City Manager. The Permittee may not remove, destroy or permanently disable any such facilities after such notice without the written approval of the City Manager. The Permittee shall remove and secure such facilities as set forth in the notice unless directed by the City Manager to abandon such facilities in place.

(B) Upon such abandonment and acceptance by the City in writing, full title and ownership of such abandoned facilities shall pass to the City without the need to pay compensation to the Permittee. The Permittee shall, however, continue to be responsible for all taxes on such facilities or other liabilities associated therewith, until the date the same was accepted by the City.

(C) Should any Permittee fail, after notice, to remove or rearrange facilities at the City Manager's request as specified in Section 98.06(A)(4) of the Codified Ordinances of the City of Dublin, the City may, at its option and in addition to the imposition of any penalties or other

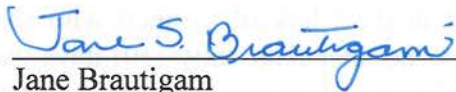
remedies hereunder, undertake or cause to be undertaken, such necessary removal or rearrangement. The City shall have no liability for any damage caused by such removal or rearrangement and the Permittee shall be liable to the City for all costs incurred by the City in such removal or rearrangement.

**6.1 Foreclosure and Receivership**

Upon the foreclosure or other judicial sale of the Permittee's facilities located within the Right-of-Way, the Permittee shall notify the City Manager of such fact and its Permit shall be deemed void and of no further force and effect.

**7.1 Effective Date**

These Regulations shall be effective on Aug 25, 2008.



\_\_\_\_\_  
Jane Brautigam  
City Manager

**EXHIBIT "A"**

**GENERAL RIGHT-OF-WAY APPLICATION**

(Because the Annual Fee Ordinance results in revisions to the Permit Application, the application will be attached as a separate document)

General Right-of-Way permit is on the City of  
Dublin website.