

MEETING DATE: 07/23/07

AGENDA ITEM: Consideration of Adoption of a Resolution Approving an Encroachment Permit Agreement with MCImetro Access for Use of the Public Right-of-Way on Slauson Avenue Between Sepulveda Boulevard and Bristol Parkway.

ATTACHMENTS

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ENCROACHMENT PERMIT AGREEMENT
No. 2007-002

PARTIES: MCImetro Access Transmission Services LLC
ATTN: Manager, Municipal Affairs
2400 N. Glenville Drive
Richardson, TX 75082
("PERMITTEE")

City of Culver City, a Municipal Corporation
9770 Culver Boulevard
Culver City CA 90232
("CITY")

ENCROACHMENT AREA:

2,530 feet along Slauson Avenue from Sepulveda Boulevard to Bristol Parkway, as more specifically depicted in Exhibit A (attached hereto and incorporated herein by reference as though set forth in full).

RECITALS:

- A. **WHEREAS**, PERMITTEE desires to install fiber optic lines and cables ("PROJECT") within portions of the City of Culver City rights-of-way, as shown in Exhibit A, for the purpose of providing telecommunications services.
- B. **WHEREAS**, such PROJECT will encroach under and across the public rights-of-way and may require trenching and/or boring within said public rights-of-way.
- C. **WHEREAS**, the PROJECT is covered by a Negative Declaration pursuant to the California Environmental Quality Act, California Public Resources Code §§21000 et seq.
- D. **WHEREAS**, PERMITTEE desires to secure the permission of the City of Culver City to install and maintain the PROJECT to provide telecommunications services.

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

1. Permission to Encroach. CITY hereby gives the PERMITTEE permission to encroach and occupy under and along the public rights-of-way of the ENCROACHMENT AREA, for the purpose of constructing, operating, maintaining, improving (to the extent such improvement does not involve excavations in public rights-of-way not located in the ENCROACHMENT AREA) and removing fiber optic lines and cables in the public rights-of-way specifically depicted in Exhibit A and in accordance with CITY's Rights-of-Way Management Plan & Standards (Culver City Municipal Code Section 9.08.307). This PROJECT shall be at the sole cost and expense of PERMITTEE and shall conform to that certain document entitled "Negative Declaration – Competitive Local Carriers' (CLCs) Projects for Local Exchange Telecommunications Service throughout California" executed by the California

Public Utilities Commission on December 7, 1995 (a copy of which will be attached hereto as Exhibit B and incorporated herein by reference as though set forth in full).

The terms of this Encroachment Permit Agreement (AGREEMENT) are based on the type of telecommunications facilities required by PERMITTEE to provide its authorized services. PERMITTEE acknowledges that any change in the nature of the facilities or its legal authority to provide services, or in applicable law, may affect the CITY's regulatory authority over such facilities. PERMITTEE further acknowledges that both PERMITTEE's use of CITY rights-of-way and this AGREEMENT are subject to such future lawful authority as the CITY exercises in its discretion.

2. Intentionally Deleted.

3. Application Review Costs. PERMITTEE shall reimburse CITY for the time required of CITY staff to review PERMITTEE's encroachment permit application at the rates adopted by resolution of CITY's City Council.

4. Term of the Agreement. The term of this AGREEMENT shall be for a period of ten (10) years from the date of execution of this AGREEMENT, with two (2) five-year extensions, unless terminated earlier pursuant to other provisions of this AGREEMENT.

5. Public Utility Status of PERMITTEE. PERMITTEE represents to CITY that PERMITTEE has obtained Certificate of Public Convenience and Necessity ("CPCN") No. 95-12-057 and dated December 20, 1995, for the provision of telecommunications services. PERMITTEE has represented that its CPCN authorizes construction activities in relation to the PROJECT. PERMITTEE has further represented that the PROJECT will be used solely for purposes authorized by its CPCN. Finally, PERMITTEE has represented that it is a "Telephone Corporation" within the meaning of the California Public Utilities Code, that the PROJECT involves the construction and operation of "telephone lines" and that the PROJECT will result in the carriage of telephone service.

6. Rights Granted and Reserved. The rights granted by this AGREEMENT are granted based upon representations by PERMITTEE that PERMITTEE's operations shall be solely for the purposes set forth in California Public Utilities Code Section 7901. If PERMITTEE uses the PROJECT for purposes other than the provision of Section 7901 services, or if the PROJECT is found not to be sanctioned by the CPCN, or if it is ultimately determined that CITY is not precluded by California Public Utilities Code Sections 7901 and 7901.1, California Government Code Section 50030, or any other applicable laws or regulations, from imposing compensation requirements, CITY reserves the right to charge PERMITTEE lawful compensation for the use of CITY's rights-of-way, as permitted. In addition, neither party waives any rights reserved under the Telecommunications Act of 1996 including, but not limited to, those rights set forth in Section 253(c) of that act, reserving to municipalities the right to manage their public rights-of-way and to require fair and reasonable compensation from telecommunications providers for use of public rights-of-way.

7. Supervision and Repair. All work and entry upon, over, under, or along the public rights-of-way shall be done under PERMITTEE's supervision in a good and skillful manner and shall comply with all reasonable standards imposed by CITY from time to time. PERMITTEE agrees to abide by the standards set forth in the Rights-of-Way Management Plan, adopted pursuant to Culver City Municipal Code Section 9.08.307. To this end, a PERMITTEE representative shall be physically present at any construction site at all times that construction or excavation is being conducted



pursuant to this AGREEMENT and any excavation in connection with this PROJECT shall be monitored by PERMITTEE for any lateral movement.

8. PERMITTEE's Obligation to Repair Damage and Restore Property. PERMITTEE agrees to repair any and all damage (including, but not limited to, subsidence, cracking, erosion, collapse, weakening or loss of lateral support) to any CITY property (including, but not limited to, streets, walks, public rights-of-way, gutters, utility lines and systems, underground utility lines and systems or sewer systems and sewer lines) resulting from the installation, maintenance or operation of the PROJECT at no expense to CITY and to the satisfaction of CITY. In addition, PERMITTEE agrees to restore all CITY property affected by construction of the PROJECT to the condition it was in prior to commencement of PROJECT at no expense to CITY and to the satisfaction of CITY.

9. No Right, Title or Interest. The permission granted hereunder shall not in any event constitute an easement on or an encumbrance against the public rights-of-way. No right, title or interest in the public rights-of-way, or any part thereof, shall vest or accrue in PERMITTEE by reason of this AGREEMENT or the issuance of any excavation or street use permit, or any other permits issued by the Public Works Department, or exercise of the privilege given thereby.

10. Possessory Interest. The parties agree that no possessory interest is created by this AGREEMENT. However, to the extent that a possessory interest is deemed created by operation of law, PERMITTEE acknowledges that notice is and was hereby given to PERMITTEE pursuant to California Revenue and Taxation Code §107.6 that use or occupancy of any public property pursuant to the authorization herein set forth may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. PERMITTEE shall be solely responsible for any and all taxes, fees and assessments relating to its use and maintenance of the PROJECT.

11. Termination. Either party may terminate this AGREEMENT at any time by providing one hundred eighty (180) days' written notice of said termination to the other party. CITY agrees that it shall terminate this AGREEMENT only in the event it determines the PROJECT causes jeopardy to the public health, welfare or safety, or if the CPCN terminates, is revoked, or is abandoned, or if PERMITTEE ceases to be a "Telephone Corporation" within the meaning of the California Public Utilities Code.

Should said termination occur, if requested in writing by the CITY's Public Works Director, PERMITTEE shall remove its PROJECT at its own expense and shall repair and restore all CITY property and all public rights-of-way which were affected by the placement, maintenance, and removal of the PROJECT to a condition satisfactory to CITY. If removal of the PROJECT is required by the CITY'S Public Works Director, the removal of the PROJECT and the repair of CITY property and public rights-of-way shall be completed within ninety (90) days of the date the CITY'S Public Works Director requests removal. If no request for removal is received from the CITY'S Public Works Director within ninety (90) days of the effective termination date of this AGREEMENT, PERMITTEE may abandon the PROJECT in place, to the CITY's satisfaction, and the abandoned telecommunication facilities shall be deemed conveyed to the CITY and PERMITTEE shall have no further obligation to remove, relocate, or maintain such facilities and no further right to control or use such facilities.

12. Permittee's Liability for All Damages. PERMITTEE shall assume all responsibility for all damages to property or injuries to persons which may arise from or be caused by PERMITTEE's performance under this AGREEMENT or by the performance of any other party acting on

PERMITTEE's behalf in furtherance of this AGREEMENT. The obligations of this paragraph apply regardless of whether such damage or injury accrues or is discovered before or after termination of this AGREEMENT.

13. Insurance.

- (a) PERMITTEE shall obtain, pay for, and maintain during the life of this AGREEMENT a Commercial General Liability policy, including Contractual Liability, and an Automobile Liability policy, which shall protect it and the CITY from claims for injuries and damages. These policies shall name the City of Culver City, its elected and appointed officials, officers, agents, and employees as additional insured under the policies except for Workers Compensation. These policies shall be maintained in the following amounts:
- (1) **COMMERCIAL GENERAL LIABILITY INSURANCE** in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence for personal injuries, including accidental death, to any one person; property damage insurance in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) and subject to the above limits and combined single limit of insurance in an amount not less than FIVE MILLION DOLLARS (\$5,000,000);
 - (2) **AUTOMOBILE LIABILITY INSURANCE** endorsed for all owned and non-owned vehicles with a combined single limit of at least FIVE MILLION DOLLARS (\$5,000,000) per occurrence for personal injuries, including accidental death, to any one person; and for property damage;
 - (3) **WORKERS' COMPENSATION INSURANCE** in the statutorily required amount.
- (b) These policies shall contain a "Severability of Interest" clause and a "Primary Coverage" clause for any loss arising from or caused by PERMITTEE's performance of the AGREEMENT. In addition, the policies shall contain a statement of obligation on the insurance carrier's part to notify the CITY, by certified mail/return receipt requested, at least thirty (30) days in advance of any policy cancellation or termination or any reduction in the amount of coverage.
- (c) Before starting operations under this AGREEMENT, PERMITTEE shall furnish the CITY with a "certificate of insurance" and, with respect to the Commercial General and Automobile Liability Insurance policies, an "additional insured endorsement", the certificate countersigned by the insurance carrier or its authorized representative, on forms satisfactory to the CITY's City Attorney, which set forth the above provisions.
- (d) The countersigned certificate, along with the additional insured endorsement, shall state: "The City of Culver City, its elected and appointed officials, officers, agents, and employees are named as additional insured under this policy. This insurance is primary to the coverage of the City of Culver City. Neither the City of Culver City nor any of its insurers shall be required to contribute to any loss. This policy contains a 'severability of interest clause.'" The additional insured requirement may be satisfied through the use of a blanket additional insured endorsement.

PERMITTEE SHALL FURNISH THE REQUIRED CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT (S) PRIOR TO THE ISSUANCE OF PERMITS FOR CONSTRUCTION. AFTER CONSTRUCTION OF PROJECT HAS BEEN COMPLETED, PERMITTEE SHALL FURNISH CITY

DOCUMENTARY PROOF OF BEING IN CONTINUING COMPLIANCE WITH THE REQUIREMENTS OF THIS PARAGRAPH EVERY TWO YEARS.

14. Performance Bond. Prior to the issuance of any permits pursuant to this AGREEMENT, PERMITTEE shall file with CITY a performance bond in the amount of fifty thousand dollars (\$50,000), on a form approved by the CITY'S City Attorney, to ensure satisfactory completion of, and/or repairs to, the PROJECT. CITY shall release this bond one year after CITY'S inspection and final acceptance of the construction pursuant to the terms of PERMITTEE's permit(s). To the extent that PERMITTEE is engaged in a joint build with one or more other permittees, the obligation to obtain a performance bond under this section lies only with the lead company of the joint build.

15. Indemnification. PERMITTEE agrees to and shall defend, indemnify and hold harmless CITY, its elected and appointed officials, officers, agents, employees, and representatives from all suits and causes of action, claims, charges, damages, demands, judgments, civil fines, and penalties or losses of any kind or nature whatsoever, arising out of this AGREEMENT for all claims of any kind including without limitation, for damage or claims for damage for personal injury, including death, and claims for property damage which may arise directly or indirectly from this AGREEMENT or damage to PERMITTEE'S PROJECT including, but not limited to, those claims which arise out of:

- a) The performance or the failure to perform the obligations in this AGREEMENT by PERMITTEE, or its contractors, subcontractors, agents, employees, or any other person or entity acting on PERMITTEE's behalf; and,
- b) The design placement, maintenance, repair, or condition of the PROJECT. This indemnity and obligation to hold harmless shall apply regardless of whether or not CITY prepared, supplied, or approved plans or specifications or inspected any of the work or improvements installed and constructed pursuant to this AGREEMENT. Specifically, PERMITTEE agrees to defend, indemnify and hold harmless CITY, and its officers, agents, employees and representatives from the following damages or claims for damages: (1) any indirect, special, punitive or consequential damages (including, but not limited to, any claim for loss or services) to PERMITTEE, or any other person arising from any damage to PERMITTEE'S telecommunications facilities; and, (2) any damage or claims for damages resulting from damage to PERMITTEE's telecommunications facilities caused by third persons.

16. Limits of CITY Liability. In no event shall CITY be liable, under any theory, to PERMITTEE for any damage to PERMITTEE's telecommunications facilities caused by any excavation or work performed by CITY at or near the location of the PROJECT. Neither PERMITTEE nor CITY shall be liable, under any theory, to the other for any indirect, special punitive or consequential damages (including, but not limited to, any claim for loss of services) nor shall CITY be liable, under any theory, for damage to the telecommunications facilities caused by any other persons.

17. Representation by Counsel. Where PERMITTEE is required to provide legal services to CITY under Paragraph 15, and chooses to utilize joint counsel, the parties shall make a good faith effort to cooperate and agree upon litigation strategy and implementation thereof. In the event CITY determines that PERMITTEE'S litigation strategy and implementation decisions are unreasonable, or not in CITY's best interest, or that separate counsel is necessary for the representation of CITY, CITY may obtain separate legal counsel chosen by CITY at PERMITTEE's cost and expense. CITY shall

submit to PERMITTEE on a regular basis statements for attorney's fees, which shall be paid to CITY within sixty (60) days of PERMITTEE's receipt of said statement.

18. Compliance with All Laws. PERMITTEE shall comply with all applicable federal, state and local laws, rules and regulations.

19. Permits. All excavation, installation, maintenance or repair requiring excavation in the public rights-of-way for the PROJECT shall be done under permit(s) issued by the Public Works Department. Such excavation shall be at the sole cost and expense of PERMITTEE and shall substantially conform and be limited to the area covered by the PROJECT, as depicted in Exhibit A.

20. Default. In the event of default by either party to this AGREEMENT, the other party shall have available all remedies at law or in equity not otherwise provided for herein, including, by way of illustration but not limitation, suits for injunctive or declaratory relief, specific performance, relief in the nature of mandamus, or action for damages. Provided, however, PERMITTEE shall not have available an action for damages against CITY or any related person or entity except and to the extent of CITY's negligence, willful misconduct or criminal acts. All remedies, including the remedies specified in this AGREEMENT, shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election with respect to other available remedy.

21. City Performance Standards. In the event PERMITTEE fails to perform any of its obligations under this AGREEMENT within a reasonable period after delivery of written notice of such failure and CITY performs any work including, but not limited to, repairing or maintaining the street improvements, CITY shall only be obligated to perform such work in a manner consistent with the standard practices of the CITY in performing street work and construction. CITY shall not be obligated to repair or replace any materials or improvements in a form or manner consistent with Exhibit A, or any plans and specifications, and CITY shall not be responsible for any damages to PERMITTEE as a result of CITY performing such work, including, but not limited to, mitigation of damages due to PERMITTEE's prior work. PERMITTEE shall reimburse CITY for its full costs, including allocated overhead, of any work performed by CITY pursuant to this paragraph.

22. Abandonment. Notwithstanding Paragraph 11 herein, if PERMITTEE ceases use of or abandons the telecommunications facilities or any portion thereof for a continuous period in excess of one hundred eighty (180) days without written notice of terminating, CITY may require PERMITTEE to remove such telecommunications facilities and return the public property to a condition satisfactory to CITY or, if CITY so elects, abandon its property to the ownership of CITY without the payment of any compensation.

23. Relocation. PERMITTEE shall remove or relocate, without cost and/or expense to CITY, any telecommunications facilities if and when made necessary by any installation, abandonment, change of grade, alignment or width of any street, sidewalk or other public facility, including the construction, maintenance, or operation of any other CITY or other public agency underground or aboveground facilities, including but not limited to: any sewer, storm drain, conduits, gas, water, electric or other utility system, or pipes owned by CITY or any other public agency, provided that CITY or other public agency is acting in its governmental capacity. In the event all or any portion of any public rights-of-way occupied by said facilities shall be needed by CITY or other public agency for a governmental purpose or in the event the existence of said facilities shall be considered detrimental to the public health, safety, welfare, or convenience or to governmental activities, including but not

limited to, interference with CITY or other public agency construction projects, or is in conflict vertically and/or horizontally with any proposed CITY or other public agency installation, PERMITTEE shall remove and relocate, without cost or expense to CITY, said facilities to such other location or locations on the public rights-of-way as may be designated by the CITY or other public agency. Said removal or relocation shall be completed, without cost or expense to CITY, within ninety (90) days of notification by CITY unless urgent needs dictate a shorter period for removal or relocation. In the event said facilities are not removed or relocated within said period of time, CITY or other public agency may cause the same to be done at the sole cost and expense of PERMITTEE. Further, in the event of an emergency, as reasonably determined by CITY or other public agency, CITY or other public agency may remove or relocate such facilities without prior notice to PERMITTEE, provided that PERMITTEE is notified within a reasonable period thereafter. To the extent relocation of PERMITTEE's facilities is required solely to accommodate (i) a non-public agency third party for non-governmental reasons, (ii) CITY acting in a proprietary capacity for non-governmental reasons, or (iii) CITY acting on behalf of a non-public agency third party for non-governmental reasons, the relocation shall be paid for in advance by CITY or the non-public agency third party. Additionally, CITY, using reasonable efforts, shall first consult with, or cause any party requesting relocation of PERMITTEE's facilities to consult with, PERMITTEE to determine whether relocation is actually necessary, and if so, how the costs of such relocation could be minimized. In the event relocation is required, CITY shall use best reasonable efforts to assist, or to cause any party requesting relocation of PERMITTEE's facilities to use best reasonable efforts to assist PERMITTEE in identifying a place to relocate PERMITTEE's facilities.

24. Underground Service Alert. PERMITTEE acknowledges that it is presently a member of "Underground Service Alert of Southern California" and agrees to maintain and keep current its membership in said organization throughout the term of this AGREEMENT.

25. Notices. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or when received by certified mail, return receipt requested via U.S. Mail. Should CITY or PERMITTEE have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from PERMITTEE to CITY shall be given to CITY addressed as follows:

City Manager
City Hall
9770 Culver Blvd.
Culver City, CA 90232-0507

All notice, demands or requests from CITY to PERMITTEE shall be given to PERMITTEE addressed as follows:

MCImetro Access Transmission Services LLC
Attn: Manager, Municipal Affairs
2400 N. Glenville Dr.
Richardson, TX 75082

With a copy to:
Verizon Business, Legal and External Affairs



Attn: Assistant General Counsel
2400 N. Glenville Dr.
Richardson, TX 75082

26. Assignments/Transfers. PERMITTEE may not sell, assign, transfer or lease any interest in this AGREEMENT without the prior written consent of CITY.

27. Amendment. Notwithstanding anything in this AGREEMENT, this AGREEMENT may be amended by mutual written consent of the parties hereto.

28. Non-Waiver. A waiver by either party of any breach of any term, covenant, or condition contained in this AGREEMENT shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this AGREEMENT whether of the same or different character.

29. Severability. If any part of this AGREEMENT is held invalid, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable, inequitable, or otherwise frustrate the purposes of this AGREEMENT.

30. Understanding of the Parties. This AGREEMENT, including the Exhibits attached hereto, constitutes the entire agreement between the parties, and supersedes any previous oral or written agreements with respect to the subject of the AGREEMENT.

[Remainder of page intentionally left blank]

MCImetro ACCESS TRANSMISSION SERVICES LLC

By: _____
Name (Print): _____
Title: _____

Dated: _____

CITY OF CULVER CITY

By: _____
Jerry Fulwood
City Manager

Dated: _____

APPROVED AS TO CONTENT:

By: _____
Charles Herbertson
Public Works Director

Dated: _____

APPROVED AS TO FORM:

By: _____
Carol A. Schwab
City Attorney

Dated: _____

EXHIBIT A

Project Map

Symantec 900 Corporate Pt Map Dual 06 11 07

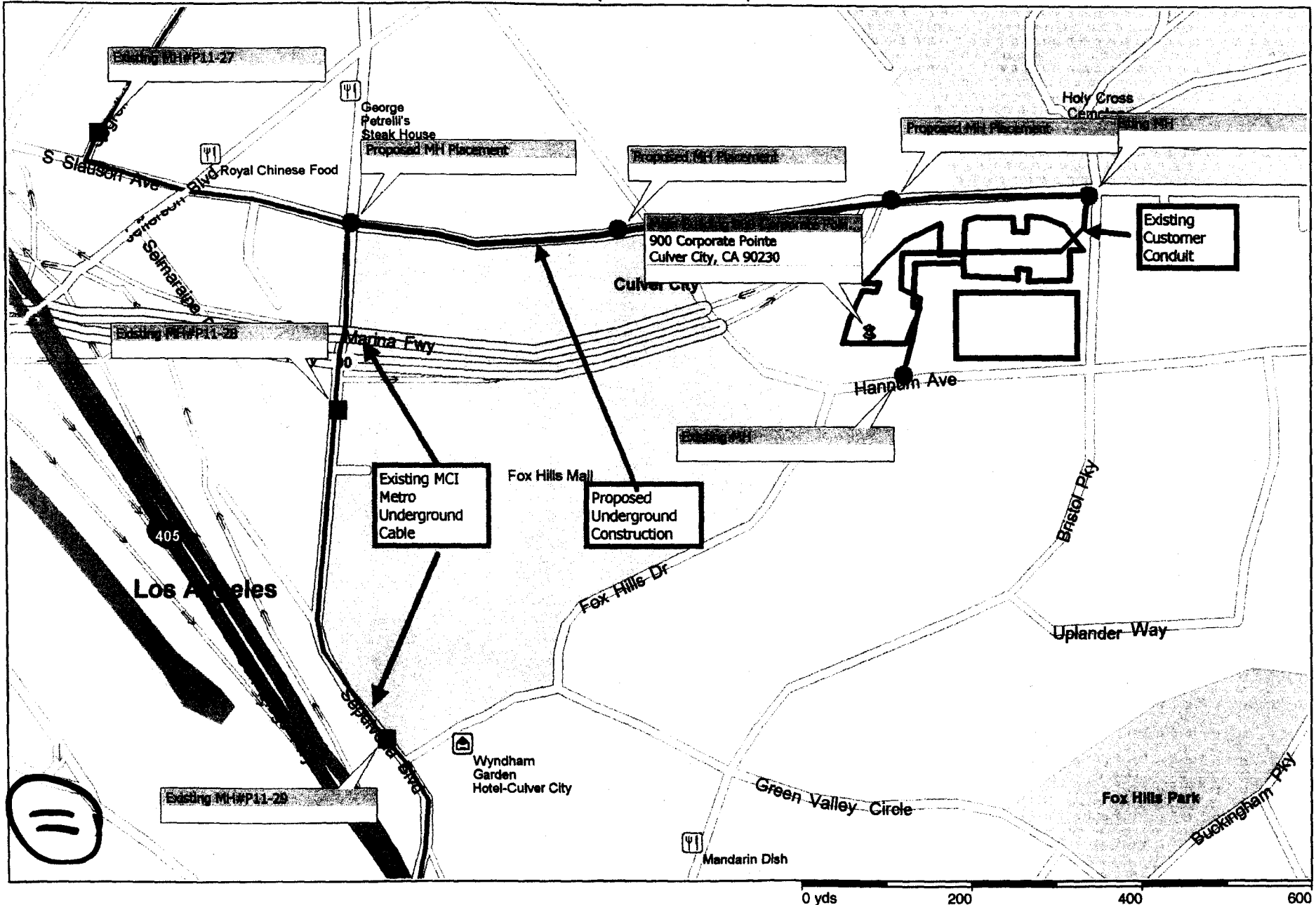


EXHIBIT B

PUC Negative Declaration

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298**NEGATIVE DECLARATION****Competitive Local Carriers' (CLCs)****Projects for Local Exchange Telecommunication Service throughout California.****PROJECT DESCRIPTION:**

The California Public Utilities Commission's Decision 95-07-054 enables various telecommunication companies to compete with local telephone companies in providing local exchange service. Previous to this decision, local telephone service was monopolized by a single utility per service territory. The Commission has received 66 petitions from companies to provide competitive local telephone service throughout areas presently served by Pacific Bell and GTE California.

The 66 petitioners include cable television companies, cellular (wireless) companies, long-distance service providers, local telephone service providers, and various other telecommunication companies that specialize in transporting data.

40 of the 66 petitions are for approval of facilities-based services, which means that the petitioners propose to use their own facilities in providing local telephone service. The remaining 26 petitions are strictly for approval of resale-based services, meaning that telephone service will be resold using another competitor's facilities. (Most of the facilities-based petitioners offer resale-based services as well.) The 40 facilities-based petitions indicate that physical modifications to existing facilities may be required, and construction of new facilities is a possibility in the long-term. (See Appendix B for a list of the facilities-based petitioners.) The 26 resale-based petitions are strictly financial and billing arrangements that involve no construction and are therefore considered to be exempt from the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000 et seq.).

Since many of the petitioners are initially targeting local telephone service for areas where their telecommunication infrastructures are already established, very little construction is envisioned. In fact, approximately one-third of the 40 facilities-based petitioners indicate that no modifications or extensions are necessary since their facilities are already equipped to begin competition for local telephone services. For service areas that are beyond their current infrastructure, the petitioners generally plan to resell services, rather than build additional facilities.

The remaining facilities-based petitioners will need to make modifications to their facilities. Some of these modifications are minor in nature, the most common being the installation of a switch that connects potential customers to outside systems. Switch installation is necessary because customers receiving a particular type of service may not have access to local telephone networks. For example, customers receiving cable television service are presently unable to connect to local telephone networks because of the differences in modes of service. A switch installation by a cable television provider is one step that makes the connection possible. Switch installation is

considered a minor modification because it typically involves a single installation within an existing central communication facility or building.

Besides the minor modifications, a minority of companies are planning to install their own fiber optic cables to provide adequate service. Cables will be installed within existing utility underground conduits or ducts, or attached to utility poles with existing overhead lines whenever possible. Fiber optic cables are extremely thin, and existing conduits will likely be able to hold multiple cables. However, if existing conduits or poles are unable to accommodate additional cables, then new conduits or poles will need to be constructed by the petitioner. In this case, the petitioners will construct within existing utility rights-of-way. There is also the possibility that the petitioners may attempt to access other rights-of-way (such as roads) to construct additional conduits. Extension of existing rights-of-way into undisturbed areas is not likely, but a possibility.

The installation of fiber optic cables into underground conduits will vary in complexity depending upon the conditions of the surrounding area. For example, in urban, commercial areas, utility conduits can be accessible with minimal groundbreaking and installation simply requires stringing the cable through one end of the conduit and connecting it to the desired end. In this case, major excavation of the right-of-way is unnecessary. However, there may also be conditions where access to the conduit will require trenching and excavation.

Many of the petitioners have no plans to construct service boxes or cabinets which contain batteries for the provision of power or emergency power. The dimensions of the boxes vary, but basically range from three to five feet in height. Depending upon the type of technology and facilities operated by the petitioner, smaller service boxes (approximately 3 inches in height) would be used for power supply and backup power. Those petitioners who have no plans to use such boxes already have capable power and backup power within their existing facilities. The few petitioners who will need such boxes, have committed to placing the boxes in existing buildings, or in underground vaults. If conditions do not permit building or underground installation, the petitioners would use small low-profile boxes that are landscaped and fenced.

Cellular companies that wish to compete in providing local service are already required to comply with Commission regulations for the construction of new facilities or modification of existing facilities. The Commission's General Order (G.O.) 159 requires the cellular utilities to obtain all necessary local approvals and permits for a new or modified cell site before it receives approval from the Commission. This may involve an environmental review under CEQA.

All the petitioners state their intention to compete in the territories presently served by Pacific Bell and GTE California. These territories encompass many of California's 58 counties, and therefore include almost all types of zoning designations. However it is unclear at this time if all zoned areas will be affected by the projects since the petitioners are not specific where they intend to compete in the long-run.

It is expected that most of the petitioners will initially compete for customers in urban, dense

commercial areas and residential zones where their telecommunication infrastructures already exist. In general, the petitioners' projects will be in places where people live or work. Cellular companies are somewhat of an exception in that they are not limited to urban or residential zones. Cellular technology is wireless and therefore enables them to provide communication service in areas that could be less populated but contain major transportation thoroughfares. Thus in some limited instances, the targeted areas for cellular projects could potentially be in agricultural, industrial, or uninhabited forested zones, depending upon the proximity of roads, streets or highways. However, this is not anticipated in the near-term.

The California Public Utilities Commission is the lead agency in approving these petitioners' intent to compete in the local exchange market. Additional approvals by other agencies may be required depending upon the scope and type of construction proposed by the petitioner (e.g. federal, other state agencies, and ministerial permits by local agencies).

ENVIRONMENTAL DETERMINATION

An Initial Study was prepared to assess the projects' potential effects on the environment, and the respective significance of those effects. Based on the Initial Study, the CLCs' projects for competitive local exchange service have the potential to cause significant adverse effects on the environment in the area of Land Use and Planning, Geological Resources, Water, Air Quality, Transportation and Circulation, Hazards, Noise, *Public Services*, Aesthetic and Cultural Resources. The projects will have less than a significant effect in other resource areas of the checklist. It should be noted that Findings 2 through 10 are for those projects which require work within existing utility rights-of-way for the purpose of modifying existing facilities or installing new facilities. Finding 1 is applicable for work outside of the existing utility rights-of-way.

In response to the Initial Study, the following specific measures should be incorporated into the projects to assure that they will not have any significant adverse effects on the environment. (See *Public Resources Code Section 21064.5.*)

As a general matter, many of the mitigation measures rely on compliance with local standards and the local ministerial permit process. Although local safety and aesthetic input is essential in minimizing the impact of the petitioner's construction, local jurisdictions cannot impose standards or permit requirements which would prevent petitioners from developing their service territories, or otherwise interfere with the statewide interest in competitive telecommunication service. Therefore, the petitioners' required compliance with local permit requirements is subject to this limitation.

The findings of the draft Negative Declaration were modified in response to comments filed during the public comment period. (See Appendix C for responses to comments.) Changes are marked by italics.

1. The proposed projects could have potentially significant environmental effects for all environmental factors if a proposed project extends beyond the utility right-of-way into undisturbed areas or into other rights-of-way. (*"Utility right-of-way" means any utility right-of-way, not limited to only telecommunication utility right-of-way.*) For the most part, the petitioners do not plan to conduct projects that are beyond the utility right-of-way. However, should this occur, the petitioner shall file a Petition to Modify its Certificate for Public Convenience and Necessity (CPCN). An appropriate environmental analysis of the impacts of these site specific activities shall be done.
2. The proposed projects will not have any significant effects on Population and Housing, Biological Resources, Energy and Mineral Resources, and Recreation if the proposed projects remain within existing utility right-of-way. There are no potential environmental effects in these areas, or adequate measures are incorporated into the projects to assure that significant effects will not occur.
3. The proposed projects could have potentially significant environmental effects on Geological Resources because possible upgrades or installations to underground conduits may induce erosion due to excavation, grading and fill. It is unclear as to how many times underground conduits may be accessed by the petitioners, but it is reasonable to assume that constant excavation by various providers could result in erosion in areas where soil containment is particularly unstable.

In order to mitigate any potential effects on geological resources, the petitioners *shall* comply with all local design, construction and safety standards *by obtaining all applicable ministerial permits from the appropriate local agencies*. In particular, erosion control plans *shall* be developed and implemented for areas identified as particularly unstable or susceptible to erosion. If more than one petitioner plans to excavate geologically sensitive areas, coordination of their plans *shall* be necessary to minimize the number and duration of disturbances.

4. The proposed projects could have potentially significant environmental effects on Water Resources because possible upgrades or installation to underground conduits may be in close proximity to underground or surface water sources. While the anticipated construction will generally occur within existing utility rights-of-way, the projects have the potential to impact nearby water sources if heavy excavation is required as the method of access to the conduits.

In order to mitigate any potential effects on water resources, the petitioners *shall* comply with all local design, construction and safety standards. This will include consultation with all appropriate local and state water resource agencies for projects that are in close proximity to water resources, underground or surface. *The petitioners shall comply with all applicable local and state water resource regulations*. Appropriate *site specific* mitigation plans *shall* be developed by the petitioners if the projects impact water quality,

drainage, direction, flow or quantity. If there is more than one petitioner for a particular area that requires excavation, coordination plans *shall* be required to minimize the number and duration of disturbances.

5. The proposed projects could have potentially significant environmental effects on Air Quality because possible excavation efforts for underground conduits may result in vehicle emissions and airborne dust for the immediate areas of impact. This is especially foreseeable if more than one petitioner should attempt such work in the same locale. While the impact will be temporary, the emissions and dust could exceed air quality standards for the area.

The petitioners *shall* develop and implement appropriate dust control measures during excavation as recommended by the applicable air quality management district. *The petitioners shall comply with all applicable air quality standards as established by the affected air quality management districts.* If there is more than one petitioner for a particular area that requires excavation, coordination plans *shall* be required to minimize the number and duration of disturbances.

6. The proposed projects could have potentially significant environmental impacts on Transportation and Circulation and *Public Services* because uncoordinated efforts by the petitioners to install fiber optic cable could result in a cumulative impact of traffic congestion, insufficient parking and hazards or barriers for pedestrians. This is foreseeable if the competitors choose to compete in the same locality and desire to install their own cables. If the selected area is particularly dense with heavy vehicular or pedestrian traffic, the impacts could be enormous without sufficient control and coordination. *Uncoordinated efforts may also adversely impact the quality and longevity of public street maintenance because numerous excavation activity depreciates the life of the surface pavement.*

The petitioners *shall* coordinate their efforts to install fiber optic cables or additional conduits so that the number of encroachments to the utility rights-of-way are minimized. These coordination efforts *shall* also include affected transportation and planning agencies to coordinate other projects unrelated to the petitioners' projects. *Besides coordinating their efforts, the petitioners shall abide by all local construction, maintenance and safety standards by acquiring the necessary ministerial permits from the appropriate local agency. Examples of these permits are excavation, encroachment and building permits.* Appropriate construction start and end times, and dates if appropriate, *shall* be employed to avoid peak traffic periods and to minimize disruption, especially if the petitioners' work encroaches upon transportation rights-of-way.

7. The proposed projects could have potentially significant hazard-related effects because uncoordinated construction efforts described above could potentially interfere with emergency response or evacuation plans. *There is also potential for an increase in*

overhead lines and poles which carry hazard-related impacts.

The same mitigation plan as described in the previous section is applicable here as well, and *shall* be augmented by *notice to and consultation with* emergency response or evacuation agencies if the proposed project interferes with *routes* used for emergencies or evacuations. The coordination efforts *shall* include provisions so that emergency or evacuation plans are not hindered. *If the projects result in an increase in overhead communication lines, the petitioner shall obtain the necessary ministerial permits to erect the necessary poles to support the lines. The Commission's Safety and Enforcement Division shall include these facilities as part of its overhead line regular inspections so that the requirements of G.O. 95 are met.*

8. The proposed projects could have potentially significant environmental effects on Noise because it is possible some projects may require excavation or trenching. Although the effect is likely to be short-term, existing levels of noise could be exceeded.

If the petitioner requires excavation, trenching or other heavy construction activities which would produce significant noise impacts, the petitioner *shall abide by all applicable local noise standards and shall* inform surrounding property owners and occupants (particularly school districts, hospitals and the residential neighborhoods) of the day(s) when most construction noise would occur. *Notice shall be given at least two weeks in advance of the construction.*

9. The proposed projects could have potentially significant environmental effects on aesthetics because it is possible that additional lines on poles in utility rights-of-way could become excessive for a particular area. *Moreover, there is potential for an increase in above grade utility service boxes or cabinets which also carry aesthetic impacts.*

Local aesthetic concerns shall be addressed by the petitioners for all facilities that are above-ground, in particular all types of service boxes or cabinets. The local land use or planning agency shall be consulted by the petitioner so that any site-specific aesthetic impacts are assessed and properly mitigated.

10. The proposed projects could have potentially significant environmental effects on cultural resources because situations involving additional trenching may result in uncovering unanticipated archaeological or historical resources.

Should cultural resources be encountered during construction, all earthmoving activity which would adversely impact such resources *shall* be halted or altered so as to avoid such impacts, until the petitioner retains the service of a qualified archaeologist who will do the appropriate examination and analysis. The archaeologist *shall* provide proposals for any procedures to mitigate the impact upon those resources encountered.

In summary, the Mitigation Measures recommended in this environmental determination are:

A) All Environmental Factors: if a proposed project extends beyond the utility right-of-way into undisturbed areas or other right-of-way, the petitioner shall file a Petition to Modify its Certificate for Public Convenience and Necessity (CPCN). (*"Utility right-of-way" means any utility right-of-way, not limited to only telecommunications utility right-of-way.*) An appropriate environmental analysis of the impacts of these site specific activities shall be done.

If the projects remain within the utility right-of-way, the following Mitigation Measures are recommended:

B) General Cumulative Impacts: in the event that more than one petitioner seeks modifications or additions to a particular locality, the petitioners shall coordinate their plans with each other, and consult with affected local agencies so that any cumulative effects on the environment are minimized. These coordination efforts shall reduce the number and duration of disturbance to existing utility right-of-way. *Regardless of the number of petitioners for a particular locality, the petitioner shall consult with, and abide by the standards established, by all applicable local agencies. Each petitioner shall file a quarterly report, one month prior to the beginning of each quarter, that summarizes the construction projects that are anticipated for the coming quarter. The summary will contain a description of the type of construction and the location for each project so that the local planning agencies can adequately coordinate multiple projects if necessary. The reports will also contain a summary of the petitioner's compliance with all Mitigation Measures for the projects listed. The quarterly reports will be filed with the local planning agencies where the projects are expected to take place and the Telecommunications Branch of the Commission Advisory and Compliance Division (CACD). The CACD filing will be in the form of an informational advice letter. Subsequent quarterly reports shall also summarize the status of the projects listed in previous quarterly report, until they are completed.*

C) Geological Resources: the petitioners shall comply with all local design construction and safety standards *by obtaining all applicable ministerial permits from the appropriate local agencies including the development and approval of erosion control plans.* These shall be developed and implemented for areas identified as particularly unstable or susceptible to erosion. If more than one petitioner plans to excavate sensitive areas, coordination of their plans shall be necessary to minimize the number of disturbances. *The petitioner's compliance with this Mitigation Measure shall be included in its quarterly report.*

D) Water Resources: the petitioners shall consult with all appropriate local and state water resource agencies for projects that are in close proximity to water resources, underground or surface. *The petitioners shall comply with all applicable local and state*

water resource regulations including the development of site-specific mitigation plans should the projects impact water quality, drainage, direction, flow or quantity. If there is more than one petitioner for a particular area that requires excavation, coordination plans shall be required to minimize the number of disturbances. The petitioner's compliance with this Mitigation Measure shall be included in its quarterly report.

E) Air Quality: the petitioners shall develop and implement appropriate dust control measures during excavation as recommended by the applicable air quality management district. *The petitioners shall comply with all applicable air quality standards as established by the affected air quality management districts. If there is more than one petitioner for a particular area that requires excavation, coordination plans shall be required to minimize the number of disturbances. The petitioner's compliance with this Mitigation Measure shall be included in its quarterly report.*

F) Transportation and Circulation and Public Services: the petitioners shall coordinate their efforts to install fiber optic cables or additional conduits so that the number of disturbances to the utility rights-of-way are minimized. These coordination efforts shall include affected transportation and planning agencies to coordinate other projects unrelated to the petitioners' projects. *Besides coordinating their efforts, the petitioners shall abide by all local construction, maintenance and safety standards by acquiring the necessary ministerial permits from the appropriate local agency. Examples of these permits are excavation, encroachment and building permits. Appropriate construction start and end times, and dates if appropriate, shall be employed to avoid peak traffic periods, especially if the petitioners' work encroaches upon transportation rights-of-way. Notice to the affected area (surrounding property owners and occupants) shall be given at least two weeks in advance of the construction. The notice will provide the time and dates of the proposed construction and discussion of potential impacts on traffic and circulation. The notice required for Mitigation Measures F and H shall be consolidated. The petitioner's compliance with this Mitigation Measure shall be included in its quarterly report.*

G) Hazards: the petitioners shall use the Transportation and Circulation mitigation measure and augment it by informing and consulting with emergency response or evacuation agencies if the proposed project interferes with routes used for emergencies or evacuations. The coordination effort shall include provisions so that emergency or evacuation plans are not hindered. *If the projects result in an increase in overhead communication lines, the petitioner shall obtain the necessary ministerial permits to erect the necessary poles to support the lines. The Commission's Safety and Enforcement Division shall include these facilities as part of its overhead line regular inspections so that the requirements of G.O. 95 are met. The petitioner's compliance with this Mitigation Measure shall be included in its quarterly report.*

H) Noise: the petitioner shall abide by all applicable local noise standards and shall

inform surrounding property owners and occupants, particularly school districts, hospitals and the residential neighborhoods, of the day(s) when most construction noise would occur if the petitioner plans excavation, trenching or other heavy construction activities which would cause any significant noise. *Notice shall be given at least two weeks in advance of the construction. The notice required for Mitigation Measures F and H shall be consolidated. The petitioner's compliance with this Mitigation Measure shall be included in its quarterly report.*

I) Aesthetics: *All applicable local aesthetic standards will be addressed by the petitioners for all facilities that are above-ground, in particular all types of service boxes or cabinets. The local land use agency shall be consulted by the petitioner so that any site-specific aesthetic impacts are assessed and properly mitigated. The petitioner's compliance with this Mitigation Measure shall be included in its quarterly report.*

J) Cultural Resources: *Should cultural resources be encountered during construction, all earthmoving activity which would adversely impact such resources shall be halted or altered until the petitioner retains the service of a qualified archaeologist who will do the appropriate examination and analysis. The archaeologist will provide proposals for any procedures to mitigate the impact upon those resources encountered. The petitioner's compliance with this Mitigation Measure shall be included in its quarterly report.*

General Statement for all Mitigation Measures:

Although local safety and aesthetic input is essential in minimizing the impact of the petitioner's construction, local jurisdictions cannot impose standards or permit requirements which would prevent petitioners from developing their service territories, or otherwise interfere with the statewide interest in competitive telecommunication service. Therefore, the petitioners' required compliance with local permit requirements is subject to this limitation.

With the implementation of the mitigation measures listed in A) - J) above, the Commission should conclude that the proposed projects will not have one or more potentially significant environmental effects. The Commission should also adopt a Mitigation Monitoring Plan which will ensure that the Mitigation Measures listed above will be followed and implemented. The Mitigation Monitoring Plan will be included as an appendix in the Commission decision which adopts this final Negative Declaration.

Arthur A. Mangels, Jr.
Douglas Long, Manager
Environmental and Energy Advisory Branch
Commission Advisory and Compliance Division

12/7/95
Date

RESOLUTION NO. 2007-R _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CULVER CITY, CALIFORNIA, APPROVING AN
ENCROACHMENT PERMIT AGREEMENT FOR
MCIMETRO ACCESS TRANSMISSION SERVICES, LLC.

WHEREAS, MCImetro Access Transmission Services, LLC ("MCImetro") has
applied for a permit to encroach upon Culver City's public rights-of-way in order to install
fiber optic cables, as described in the application it submitted on June 12, 2007, and in the
related Encroachment Permit Agreement, No. 2007-002;

WHEREAS, MCImetro is a telecommunications company duly authorized to
provide telecommunication services by the California Public Utilities Commission;

WHEREAS, the City of Culver City is authorized to regulate time, place and
manner of the placement of telecommunication facilities in its public rights-of-way;

WHEREAS, Chapter 11.20 of the Culver City Municipal Code provides that an
encroachment permit is required for installation of telecommunication facilities in the City's
public rights-of-way, which permit is subject to approval by the City Council.

NOW, THEREFORE, the City Council of the City of Culver City, California,
DOES HEREBY RESOLVE, as follows:

1. Encroachment Permit Agreement No.2007-002, permitting MCImetro to
install fiber optic lines and cables in specified areas of the City's public
rights-of-way, is hereby approved by the City Council.
2. The Public Works Director is authorized to execute

...

...

1 Encroachment Permit Agreement, No. 2007-002, on behalf of the City
2 of Culver City.

3 APPROVED and ADOPTED this _____ day of _____ 2007.
4

5
6 _____
7 ALAN CORLIN, MAYOR
8 City of Culver City, California
9

10 ATTEST:

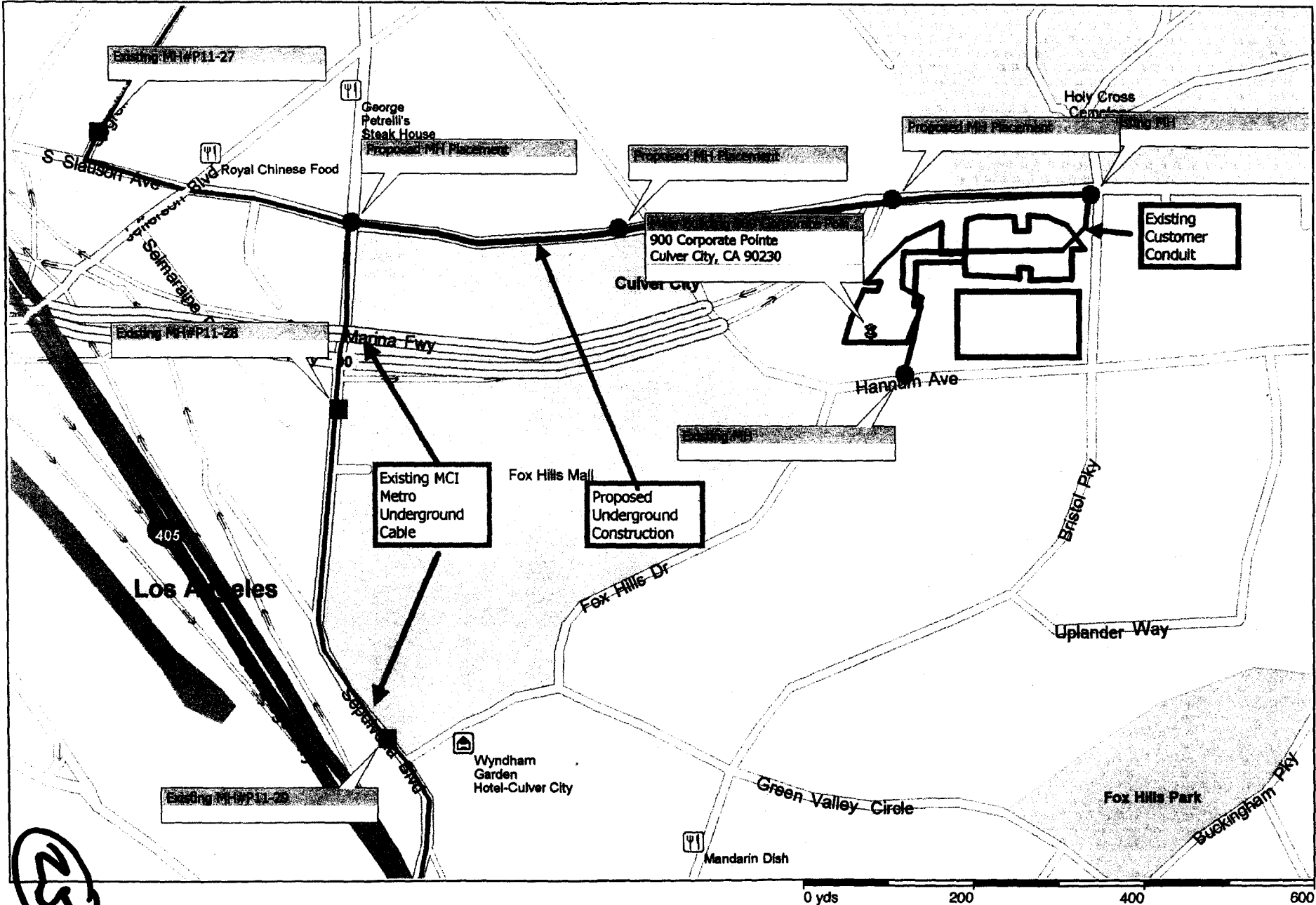
11 APPROVED AS TO FORM:

12 _____
13 CHRISTOPHER ARMENTA, City Clerk

14 _____
15 CAROL A. SCHWAB,
16 City Attorney
17

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Symantec 900 Corporate Pt Map Dual 06 11 07



25



OFFICE OF THE CITY ATTORNEY

CITY OF CULVER CITY

9770 CULVER BOULEVARD, CULVER CITY, CALIFORNIA 90232-0507

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CAROL A. SCHWAB
City Attorney

RIGHTS-OF-WAY USERS QUESTIONNAIRE

There has been a significant increase in the number of applicants to install underground telecommunication and cable television facilities in the City. Competitive local exchange carriers; competitive access providers, inter-exchange carriers, cable television companies and others have filed applications for permits. The substantial increase in construction activity has caused and has the potential to cause a material and adverse impact on: street surface life, pedestrian and vehicle traffic flow, quality of life in residential areas, and the conduct of commerce in general by retail businesses in the City. In addition, the increase in construction activity has affected the ability of the City's staff to process applications, monitor construction practices, inspect new facilities, and handle traffic flow problems.

Therefore, The City of Culver City has decided to require applicants for permits to provide supplemental information in order to determine, among other things: whether applicants can share facilities, whether the proposed facilities will be used for activities that are subject to regulation by the City, the state and/or the federal government, and whether the proposed manner, timing and place of construction presents the best balance between a minimal impact on City facilities and quality of life on the one hand and the applicant's business purposes on the other.

Therefore, no application for a permit to excavate or otherwise construct facilities in the public rights-of-way located in the City will be processed until the following questions have been answered. Applicants are encouraged to answer the questions directly on this form. However, if additional space is needed, applicants are free to attach additional informational.

As used below, "CLEC" refers to a company that has been certificated as a competitive local exchange carrier by the California Public Utility Commission ("CPUC"). "LEC" refers to a local exchange carrier certified by the CPUC and includes GTE and Pacific Bell. A "CAP" refers to a competitive access company authorized to do business in California. "Applicant" refers to the owner of the telecommunication facilities, including cable television facilities that will be installed in the rights-of-way if the permit application is granted. "Agent" refers to a contractor or other agent filing an applicant.

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RIGHTS-OF-WAY USERS QUESTIONNAIRE

A. General Information

1. Name, address, phone, and fax numbers of the applicant. McMetro Access
Transmission Services LLC 2400 N. Glenville Dr., Richardson
Texas 75082 (972) 729-7575 Fax (972) 729-6700

2. Name, address, phone, and fax numbers of the agent (Construction Contact)
Destry Hippen - 17642 Armstrong, Irvine, CA 92614
ph (949) 622-3506 Fx (949) 622-3504

3. Name, address, phone, and fax numbers of the contact person (Municipal Affairs)
Jeff Markiewicz - 2400 N. Glenville Dr., Richardson, TX 75082
ph (972) 729-7575 Fx (972) 729-6700

4. Contractor license class: A

5. Contractor license number: 401136

6. Explain the authority of the applicant to excavate the rights-of-way: The
applicant has received a Certificate of Convenience
and Necessity from the California P.U.C.

7. Is the applicant a LEC or CLEC in California? Yes ☒ No ☐ Other ☐

8. If the answer to Question 7 is "Yes" or "Other", provide the applicant's CPUC
certificate number and (copy of CPCN, Negative Declaration, and warrant that they have
complied with CEQA mitigation requirements, if requested):
95-12-057

9. In an attachment hereto, the applicant should identify any and all parent companies,
subsidiary companies, or sister companies to applicant.

please see attached page 7

10. Does the applicant have an open video system "OVS" license issued by the FCC
(copy required, if requested)? Yes ☐ No ☒

11. Will the applicant use the telecommunications facilities, including cable television
facilities requested herein to carry traffic on information for:

	Yes	No
a. An affiliated company	☐	☒
b. Another certificated telephone company	☐	☒
c. A competitive access provider	☐	☒
d. A cable television or other entertainment company	☐	☒
e. Other (Identify in an attachment hereto)	☐	☒

please see attached page 7.



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RIGHTS-OF-WAY USERS QUESTIONNAIRE

12. If the answer to any part of Question 10 was "Yes", please explain the nature of the traffic to be carried and identify the companies involved in an attachment hereto.

N/A

13. If the applicant intends to provide services to persons, residences, businesses, or others within the political boundaries of The City of Culver City, please explain the nature of the services and provide a general description of the intended customers.

Applicant will provide local telecommunications services to residents and businesses as authorized in its CPUC by the California P.U.C.

14. Will the facilities proposed to be installed by the applicant be used for:

Yes No

- | | | |
|--|--------------------------|-------------------------------------|
| a. Cable television or video entertainment services | ☐ | ☒ |
| b. An Open Video System under FCC rules | ☐ | ☒ |
| c. Any service not authorized by applicant's CPUC Certificate | ☐ | ☒ |

15. If any part of Question 13 was answered "Yes", in an attachment hereto, please provide a full explanation of the services to be carried, the companies involved and the intended customers.

N/A

16. List below the application or permit numbers of all pending applications and permits issued by The City of Culver City to applicant (or a related company) which relate directly or indirectly to this application.

Application/Permit No.

E07-0234

Date Filed

5/17/07

Date Issued



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RIGHTS-OF-WAY USERS QUESTIONNAIRE

17. If applicant intends to attach any part of the telecommunications, including cable television infrastructure which is the subject, in whole or in part, of this application to a pole, please describe the pole attachment plans below, including route, schedule, equipment to be used, etc.

N/A - No pole attachments.

18. Attach an appropriate scale map to show the route that the telecommunications infrastructure will take through the City. Using colors and a clear legend to show the following: (1) the infrastructure that is proposed in the application, (2) overhead plant that will be installed, even if it is not subject to the application, (3) existing infrastructure owned by applicant (or its affiliate) to which the new plant will be attached or integrated, (4) to the extent known at the time of filing, the entire infrastructure that is planned for the City. If the map scale is too small to show the information clearly, the applicant will be required to supply a larger map.

Please see attached page 8

B. Proposed Telecommunications Infrastructure

21. Describe the conduit that will be installed as part of the construction proposed in the application. Include size, number of conduits, nature of inner duct (if any), material (HDPE, PVC, etc.), manufacturer.

*1- 4" Schedule 40 pvc conduit w/
3- 1/4" Innerducts*

20. Indicate the number of conduits/inner ducts that will be occupied initially by applicant's cable.

Initially 1 innerduct will be occupied.

21. Provide the following information on any conduit that will be installed as part of the construction proposed in this application.

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| Will applicant use directional boring to install conduit? | ☒ | ☐ |
| Will applicant direct bury (trench) the conduit? | ☐ | ☒ |
| Will conduit be installed for other parties during this construction? | ☐ | ☒ |
| Is applicant willing to lease conduit to other parties? | ☒ | ☐ |
| Is applicant going to participate in joint trench? | ☐ | ☒ |
| Is applicant willing to participate in joint trench? | ☒ | ☐ |

please see attached page 7



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RIGHTS-OF-WAY USERS QUESTIONNAIRE

22. Describe the pull boxes and the splice boxes to be installed by applicant (include size, model number, and manufacturer): THREE CONCRETE 4'X4'X4'

MANHOLES WILL BE INSTALLED, DALWORTH,
MANUFACTURER IS QUICKSET

23. Describe the type of cable (fiber-optic, twisted-pair, copper, coaxial, etc.) that will be installed by applicant as part of, or as a result of the construction proposed in this application.

A single - 24 fiber - fiber optic cable
will be installed on proposed project.

C. Impact on City Resources and Quality of Life

24. Assuming that a qualified party, such as a CLEC or a national CAP, approached the applicant about sharing facilities on economic terms that were reasonable, would the applicant be willing to share facilities:

	Yes	No
In general?	☒	☐
Share available conduit or inner duct?	☒	☐
Share fiber strands in a fiber cable?	☐	☒
Share splice boxes?	☐	☒
Share trenching costs in a joint construction project?	☒	☐

25. In order to minimize the impact of applicant's proposed construction, has the applicant:

	Yes	No
Checked pending applications and recently granted permits in The City of Culver City to determine whether the opportunity to construct using joint trench, or the opportunity to share facilities is available?	☐	☒
Proposed to use directional boring in areas where it would minimize the impact on residents and businesses?	☒	☐

If no directional boring is proposed, please explain why below:

N/A



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RIGHTS-OF-WAY USERS QUESTIONNAIRE

Applicant agrees to comply with The City of Culver City's land use and planning process (including public notification) for the location of any structures or facilities to be placed in or adjacent to the City's public rights-of-way. The applicant further agrees to provide all necessary information requested by the City including required documentation to conduct applicable CEQA review.

Signed under penalty of perjury, this 12th day of June, 2007

Applicant: McMetro Access Transmission Services LLC
(owner of the facilities to be installed in the public rights-of-way)

[Signature]
Authorized Representative

JEFF MARKIEWICZ
Printed Name

Attached Page 7

9. Verizon Business has 2 telecommunication operating companies in the State of California:
MCImetro Access Transmission Services LLC is a CLEC
MCI Communications Services, Inc. is a long distance operator.
Verizon Business is a division of Verizon Communications.
11. Pursuant to State and Federal requirements, applicant may have obligations to allow other qualified telecommunications companies (including subsidiaries and affiliates) access to and use of any available telecommunication facilities. Applicant will provide tariffed and non-tariffed telecommunications services as authorized by the CPUC and FCC to businesses, residences or both.
21. Applicant will provide tariffed and non-tariffed telecommunication services as authorized by the CPUC and FCC to businesses, residences or both. Pursuant to State and Federal requirements, applicant may have obligations to allow other qualified telecommunications companies (including subsidiaries and affiliates) access to and use of any available telecommunication facilities.