



CITY OF NELSON

Suite 101, 310 Ward Street, Nelson, BC V1L 5S4  
Phone: (250) 352-5511 Fax: (250) 352-2131 Website: http://www.nelson.ca/

### APPLICATION FOR DARK FIBRE OPTIC SERVICE

**FOR OFFICE USE:**

**APPLICATION #** \_\_\_\_\_

**DATE OF APPLICATION:** \_\_\_\_\_

**FOR APPLICANT TO COMPLETE:** *This information is collected for the fibre optic cable utility connection construction and management purposes. Contact information is required to notify customers of infrastructure updates and disruptions, where customers would be directly affected.*

<b>Customer or Service Provider Name(s):</b> _____  _____  <b>Billing Address:</b> _____  <b>Emergency Contacts Phone:</b> _____  <b>Emergency Contacts Phone:</b> _____	<b>Property Owners:</b> _____  _____  <b>Contact Phone Numbers:</b> _____  <b>Email:</b> _____  <b>Email:</b> _____
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**DARK FIBRE OPTIC LOCATION AND SERVICE DETAILS**

	Agreement Summary
<b>Fibre Service Address</b>	
<b>Fibre End-User Customer Name</b>	
<b>Legal Description, if known</b>	
<b>Fibre Optic Panel Location</b>	
<b>Number of Fibre strands</b>	
<b>Type of Fibre User</b> (for reporting purposes and rate classification) 1. Commercial Business 2. Non-Profit 3. Service Provider 4. Residential (Single Family Dwelling) 5. Building owner / Strata 6. Public Sector / Government Agency	
<b>Single Detached or Multi-Unit</b>	
<b>Commencement Date of Monthly/Annual Service Fees</b>	
<b>Monthly/Annual Fibre Rates</b> <i>Refer to the Fees Bylaw – Schedule J</i>	\$x Per Month, Option to pay annually

<i>Can also be invoiced by the Service Provider</i>	
Costs Excluded and Not the responsibility of the City of Nelson.	<ul style="list-style-type: none"> <li>X Monthly Internet Service Provider fees</li> <li>X Any wiring, cables or equipment not directly related to the fibre to building installation</li> <li>X Any location improvements or equipment such as Routers, UPS, Network Switches</li> </ul>

<b>One-time Installation Costs</b>	<i>Excluding applicable taxes</i>	
<b>Minimum Connection Fee</b> <i>Refer to Fees Bylaw – Schedule J</i>	Existing Fibre Ports available	\$ 250
<b>New Fibre Construction</b> <i>Refer to Fees Bylaw – Schedule J</i>	New installations or ports	\$ 800 ** Pending Site Assessment  ** On-bill construction Financing is available  ** Where the actual fibre installation costs exceed \$800, as per the Optical Fibre Bylaw Appendix A Financing, this construction financing option requires a 3 year commitment for fibre lease fees. If the customer terminates the contract, the city’s fibre installation expense can be recovered from the Service Provider or the Fibre End-User.

**PROPOSED FIBRE INSTALLATION OVERVIEW ATTACHED:**

*Provide a brief fibre installation plan description. Include photos or sketches of the proposed fibre installation, include all relevant details.*

## **Application**

1. The Applicant hereby applies to the City for access to and the supply of Dark Fibre optic cable capability. The Applicant acknowledges and agrees that approval of this application by the City will form a contract between the Applicant and the City regarding the Service.
2. The Applicant agrees and acknowledges that all expressions used in this application are as defined in the **Optical Fibre Regulatory Bylaw** and the **Fees Bylaw – Schedule J**

## **Provision of Service**

3. The City will provide the Service for the Customer's use in accordance with the terms and conditions of **Optical Fibre Regulatory Bylaw and the Fees Bylaw – Schedule J**, as amended, revised, consolidated or replaced from time to time and the terms and conditions of the approved application.

## **Consent to Enter Premises**

4. The Applicant hereby consents to the installation of equipment and fibre optic cables ("Equipment") by the City in order to connect the Premises to the Network, and hereby grants an irrevocable non-exclusive license to the City and its contractors to access the Premises to install and maintain the Equipment. The license described herein will remain irrevocable with respect to the outdoor portion of the Premises and shall, with respect to the indoor portion of the Premises, terminate on the date that the Equipment is removed from the Premises by the City.
5. The Applicant agrees and acknowledges that installation of the Equipment and connecting the Premises to the Network may involve modification of the Premises, and the Applicant releases the City and its contractors from any liability for such modifications.

## **Liability Limitation and Indemnity**

6. The Applicant acknowledges and agrees that the City is providing the Service of Dark Fibre only and that the City is not responsible for any additional services, equipment or wiring provided by a Network Operator or Internet Service Provider.
7. The Applicant (or Applicant as Customer) hereby indemnifies the City from any damages, losses, liability, charges, fines, costs and expenses of any nature which the City may incur which arise out of or in connection with the Customer's unauthorized use of, or tampering with, the Service or Equipment.
8. Where the Applicant is not the Registered Owner of the Premises, the consent of each Registered Owner is required. Each Registered Owner, by signing the Consent below, agrees to be bound by all the terms and conditions of **Optical Fibre Regulatory Bylaw and the Fees Bylaw – Schedule J** and the terms and conditions in this Application.

If the applicant is not the registered property owner,

1. **Complete the application**, on behalf of the registered property owner, and **attach a letter of authorization** from the property owner(s)

OR

2. **Ensure that the owner signs the following authorization** on this application

### Registered Property Owner(s) - Authorization

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

If the applicant is the registered property and business owner, complete the following:

By signing below, I, the **applicant**, in his/her personal capacity and in his/her capacity as the authorized representative of the owner, agrees to be bound by the terms and conditions of this application.

Furthermore, I hereby acknowledge that one-time installation fees and monthly Fibre fees are established by Council in the City of Nelson Fees and Charges Bylaw.

Furthermore, where the City of Nelson finances any portion of the fibre construction, a minimum 3 year fibre lease fee is required and the fibre construction costs are recovered from the applicant, either with an upfront payment or financing, as per the Bylaw provisions. Early cancellation will result in pro-rated fibre construction cost recovery from the Applicant.

### Service Provider or Fibre End\_User - Authorization

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

### The Corporation of the City of Nelson - Authorization

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

All parties understand and agree that an electronic reproduction of this signed document remains as valid as the original.