

Google fiber

April 1, 2016

VIA EMAIL

Brian Bartos
CPS Energy
poleattach@cpsenergy.com

RE: *Response to Questions*

Dear Brian:

Google Fiber is pleased to support CPS Energy's efforts to simplify and streamline the procedures and processes governing attachments to its poles throughout the CPS Energy service area. The proposed Pole Attachment Standards will facilitate the deployment of new networks, allowing communications providers—including Google Fiber—to bring new and improved broadband services to San Antonio residents and business while also ensuring the continued safety and reliability of CPS Energy services. Google Fiber looks forward to continuing its deployment in the San Antonio area under the new Pole Attachment Standards.

While Google Fiber supports the vast majority of the proposed Pole Attachment Standards, it believes that a few provisions would benefit from minor revisions, as described in further detail below.

- **Section II.A.58, p. 11**

- This provision defines “Unauthorized Attachment” to include not only unpermitted Attachments but also any Attachments that endanger public safety, CPS Energy operations, or reliability of the electric distribution system, or that infringe on the rights of another Attaching Entity.
- Google Fiber agrees that CPS Energy should have robust rights with respect to Attachments that negatively affect safety or electric system reliability. But it believes a simpler formulation would be preferable. Specifically, Google Fiber recommends that CPS Energy define an “Unauthorized Attachment” to be one that either is not permitted or that does not comply with the Permit granted. Attachments that create a safety or service reliability issue or infringe on the rights of other Attaching Entities would presumably fail to comply with the terms

of the Permit granted and would be subject to the penalties set forth in the Pole Attachment Standards.

- This revised definition would rely on the Permit—or lack of Permit—to determine whether an Attachment is unauthorized, rather than on potentially subjective determinations of whether that Attachment creates a risk of some kind.

- **Section II.I.2.a, p 22**

- This provision establishes that CPS Energy will invoice each Attaching Entity for Application Fees, that such invoices are payable within 45 days of receipt, and that failure to pay the invoice will result in the associated Applications being deemed incomplete (and will cause CPS Energy to cease processing such Applications).
- But Section IV.B.3, p. 54, establishes that CPS Energy will respond to each completed Application within 21 days of receipt—and that it will notify the Attaching Entity that an Application was deemed incomplete within 10 days of receipt. If CPS Energy must determine that an Application is incomplete within 10 days of receipt—well before any Application Fee could be invoiced or paid—how can failure to pay the Application Fee result in CPS Energy ceasing to process the Application?
- Google Fiber notes that Section II.I.2.a also allows CPS Energy to suspend processing *subsequent* Applications, as well as to revoke any Permits granted, if an Application Fee is not paid. These alternative remedies do not create the same conflict between timelines.
- Google Fiber therefore suggests removing the language tying an Application's completeness (and CPS Energy's processing of that Application) to the payment of the Application Fee, and retaining CPS Energy's ability to stop processing subsequent applications and/or revocation of Permits as a remedy for the Attaching Entity's failure to pay the Application Fee.

- **Section III.D.3.c, p. 45**

- This provision provides that Attaching Entities have five calendar days from receipt of CPS Energy's inventory report to challenge the inventory findings. Google Fiber believes five calendar days will be insufficient to allow it—or any other Attaching Entity—to review the inventory report and determine whether it needs to submit a challenge.
- In the best circumstances, five calendar days would give an Attaching Entity no more than one work week to undertake its review, but that presumes the inventory report is delivered on a Monday in a week with no holidays. Google Fiber suggests that CPS Energy revise Section III.D.3.c to allow Attaching Entities either 14 calendar days or 10 business days to submit a challenge to inventory findings.

- **Potential Construction Clarification**

- In the course of the construction project in San Antonio, Google Fiber anticipates encountering issues regarding when make ready must be performed, including when poles must be changed out, that do not appear to be addressed in the standards. While Google Fiber does not believe it is productive to attempt to address every eventuality in the standards, or in these comments, it does believe that additional clarity about the circumstances under which pole change outs will be required is important for all parties.
- Therefore, Google Fiber encourages CPS Energy to include in the standards an express statement that it will work with attaching entities to ensure that pole change outs of poles on which facilities are not to be attached will be required only where no other design solution can ensure safety, reliability, and preservation of customer service.

Google Fiber appreciates the opportunity to work with CPS Energy as it implements the new Pole Attachment Standards. This innovative and transparent approach to pole attachments is an important step in facilitating efficient and streamlined network deployment, nondiscriminatory access, and the continued safety and reliability of CPS Energy services. Google Fiber looks forward to continuing this process and to the adoption of final standards later this year.

Please do not hesitate to contact us if you would like to discuss our comments, or require further input.

Sincerely,



Scott Friedman
Google Fiber Inc.

cc: Gabriel Garcia, GGarcia1@cpsenergy.com