

ORDINANCE NO. 4599

AN ORDINANCE to grant to Verizon Virginia Inc., its successors and assigns a franchise, under certain conditions, permitting the grantee to use the public rights-of-way in the City of Alexandria, for the design, construction, maintenance, and operation of a telecommunications system, excluding cable services, in the City.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That this Franchise is hereby granted to Verizon Virginia Inc., hereinafter referred to as "Grantee," its successors and assigns, to permit the Grantee to design, construct, maintain, and operate a telecommunications system, excluding cable services, using the public rights-of-way in the City.

Section 2. That the said Franchise is awarded to the Grantee after public notice and invitation for bids, as required by law, pursuant to Section 2 of Ordinance No. 4586, and after the invitation for bids was duly closed and all bids were fully and carefully investigated and evaluated.

Section 3. That the Grantee be, and hereby is, granted a Franchise for 25 years to design, construct, maintain, and operate a telecommunications system, excluding cable services, for the benefit of residents, businesses and government in the City. The Grantee shall strictly comply with the terms of this Ordinance and with the Telecommunications Franchise Agreement attached hereto and incorporated fully herein by reference, together with all applicable laws and regulations of the City of Alexandria, the Commonwealth of Virginia and the United States, and any regulatory agency having jurisdiction, including, without limitation, with the following conditions:

1. Each year an updated map of all facilities within the City, existing and proposed, showing locations, scheduled construction and service dates, and such additional information as the city manager may specify in his reasonable discretion, shall be filed with the City's Department of Transportation and Environmental Services.

2. All necessary permits shall be obtained as set forth in paragraph 28 of the Franchise; including but not limited to boring in and/or under a public right-of-way or other public place.

3. In the event the relocation, construction, reconstruction, maintenance or repair by the City, the Commonwealth of Virginia or the Washington Metropolitan Area Transit Authority of any facilities or services is necessary or desirable, and it is necessary to alter or relocate, either permanently or temporarily, any of the Grantee's property in the public rights-of way or other public property in order to accomplish same, the Grantee will, after reasonable notice, move, alter or relocate its property in accordance with paragraphs 12 and 39 of the Franchise and should the Grantee fail to comply with such notice, its property may be removed, altered or relocated by the City, state or Washington Metropolitan Area Transit Authority at the cost of the Grantee and without liability for any resulting damage. The Grantee will do everything reasonably necessary, in a timely manner, to prevent any delays in construction projects of the City, the state or the Washington Metropolitan Area Transit Authority.

4. This Franchise may be assigned or transferred; provided, however, that Grantee shall provide notice to the City within thirty days after any filing with the Virginia State Corporation Commission seeking consent to such proposed transaction, as further set forth in paragraph 62 of the Franchise.

5. The Grantee shall provide to the City a surety in the amount of \$500,000 in a form acceptable to the City, to ensure completed construction of the fiber-to-the premises network. Upon completion of the construction of the network, the Grantee shall provide to the City a \$250,000 surety in a form acceptable to the City.

6. The Grantee will obtain liability insurance to the satisfaction of the city attorney, which insurance shall name the City as an additional insured.

7. The Grantee will not use the privileges granted by this Franchise to provide the functional equivalent of a cable system or cable service as defined in sections 9-3-17 and 9-3-18 of the Alexandria City Code.

8. With respect to the construction and placement of the fiber-to-the premises network as permitted by this Franchise, the Grantee shall comply with the conditions as set forth in the Franchise, including but not limited to those set forth in paragraph 21 of the Franchise.

9. The Grantee shall protect all property of the City or any other person during any work of designing, constructing, maintaining, or operating its system in or adjacent to the public rights-of-way or other public place, and shall fully restore, in kind, any property damaged or destroyed during any such work as set forth in paragraph 34 of the Franchise.

Section 4. That the city manager be and hereby is authorized to execute such documents as may be required to effectuate the Franchise hereby granted.

Section 5. That the city clerk be and hereby is authorized to attest the execution of said documents and to affix thereon the official seal of the City of Alexandria, Virginia.

Section 6. That this ordinance shall become effective on the date and at the time of its final passage.

WILLIAM D. EUILLE  
Mayor

Attachment: Telecommunications Franchise Agreement

Final Passage: June 13, 2009