03-O -0477

AN ORDINANCE
BY

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY AGREEMENT WITH AMERICAN TELEPHONE AND TELEGRAPH COMPANY, TO USE A SPECIFIC PORTION OF THE PUBLIC RIGHT-OF-WAY FOR LIMITED TELECOMMUNICATIONS PURPOSES NOT INCLUDING TELECOMMUNICATIONS SERVICES, AS DEFINED IN THE TELECOMMUNICATIONS ACT OF 1996 (47 U.S.C. SECTION 153 (46)) OR LOCAL EXCHANGE SERVICE AND FOR OTHER PURPOSES.

WHEREAS, AMERICAN TELEPHONE AND TELEGRAPH COMPANY, has applied for a right-of-way agreement to provide limited telecommunications services on, under, over and through specifically identified portions of the public right-of-way; and

WHEREAS, AMERICAN TELEPHONE AND TELEGRAPH COMPANY, intends to install equipment in the public right-of-way to transport signals across the city without originating or terminating Telecommunications Services at, to or from any person or location in the City; and

WHEREAS, AMERICAN TELEPHONE AND TELEGRAPH COMPANY, has negotiated a right-of-way agreement with the City which provides such access and preserves the rights of the City.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1: That the Mayor be and is hereby authorized to execute a right-of-way agreement with AMERICAN TELEPHONE AND TELEGRAPH COMPANY, for use of the public right-of-way for telecommunications purposes.

SECITON 2: That such right-of-way agreement shall expire and terminate on April 1, 2006. -

SECTION 3: AMERICAN TELEPHONE AND TELEGRAPH COMPANY., shall pay the City at a rate of eight ($8.00) dollars per linear foot for the use of the Right-of-Way within the Peachtree Corridor, and Two ($2.00) dollars per linear foot for the use of Right-of-Way outside the Peachtree Corridor. The Grantee's obligation to pay the Right-of-Way Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15th day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

SECTION 4: That the City Attorney shall prepare a right-of-way agreement containing all of the foregoing terms, which shall be approved by the City Attorney as to form.

SECTION 5: That said right-of-way agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to AMERICAN TELEPHONE AND TELEGRAPH COMPANY.

SECTION 6: That the City hereby modifies, waives or amends for this instance only, the following provisions of Chapter 138:138-134 (a)(1) —Term of the franchise; 133-127 (7)-Audit; 138-134 (12)-Transfer provisions.