



Legislation Text

---

File #: 14-3902, Version: 1

---

City of Alexandria, Virginia

---

MEMORANDUM

**DATE:** APRIL 8, 2015

**TO:** THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

**FROM:** JAMES L. BANKS, JR.  
CITY ATTORNEY

KAREN S. SNOW  
ASSISTANT CITY ATTORNEY

**DOCKET TITLE:**

Consideration of a License Agreement with Lighttower Fiber Networks, II, LLC to Authorize the Installation of Fiber Optic Cable in the Public Rights-of-way.

---

**ISSUE:** Whether to approve a five-year license agreement with Lighttower Fiber Networks II, LLC. ("Lighttower"), to authorize the installation of fiber optic cable in the City of Alexandria's ("City") public rights-of-way.

**RECOMMENDATION:** That City Council approve the attached five year license agreement with Lighttower, and authorize the City manager to execute the license agreement and to take any other actions that are necessary to implement the Agreement.

**DISCUSSION:** Lighttower Fiber Networks II, LLC. is a privately held New York limited liability company with corporate headquarters at 80 Central Street Boxborough, Massachusetts and they maintain an office at 196 Van Buren Street in Herndon, Virginia.

Lighttower seeks this license to install or pull less than 250 feet of fiber cable through conduits in the City's rights of ways to serve Goodwin House located at 4800 Fillmore Avenue.

As shown on the map attached to the proposed license agreement as Exhibit 1, the installation begins at an existing Fiberlight Communications hand-hole on the west side of North Beauregard Street, approximately 450 feet south of Fillmore Avenue, they will place 10 feet of (2) 1.5 inch conduits and place (1) - 2 by 3 foot Lighttower hand-hole, then proceed to place 105 feet of (2) 1.5 inch conduits east under North Beauregard

Street, then proceed south along the east side of North Beauregard Street with 90 feet of (2) 1.5 inch conduits, then place (1) 2 by 3 foot Lighttower hand-hole and proceed east for 17 feet with (1) 2 inch conduit to the west property line of 4800 Fillmore Avenue (Goodwin House).

The significant provisions of the proposed Agreement are summarized below.

The term of the agreement is for five years and runs from May 1, 2015 through April 30 2020. There is one automatic five (5) year renewal if Lighttower is not in default.

Second, the agreement requires Lighttower to submit an Annual Operations Plan to the Department of Transportation and Environmental Services ("T&ES") for each of the five years covered by the Agreement. The operations plan requires that Lighttower describe all the activities it plans to undertake to install fiber optic cable in the public rights-of-way during the twelve month period covered by the plan, the sites where any activity in the public right-of-way will occur and a tentative timetable. The director of T&ES must review the plan and determine whether the public rights-of-way upon which the construction is planned are appropriate sites for the proposed activity. These operations plans are intended to enable T&ES to coordinate Lighttower's activities, if any, with other planned construction in the City streets and public rights-of-way, thereby minimizing the disruption and inconvenience attendant to such work.

Third, the Agreement requires Lighttower prior to undertaking any specific project within the right-of-way to submit to T&ES, a plan which, among other things, will (i) identify the location of the project, (ii) describe the equipment to be installed and the techniques to be used, (iii) state the start and end dates, (iv) propose a traffic control plan and (v) verify that Lighttower has or will obtain all necessary approvals from other governmental entities including departments or agencies of the City.

Fourth, the Agreement provides that the City can require Lighttower to remove or relocate, at Lighttower's expense to the extent permitted by law, any conduits, cables or other equipment when City staff has determined that the equipment interferes with or disturbs the operation, improvement, repair or maintenance of the right-of-way or of other utility services.

Fifth, the Agreement requires Lighttower to obtain permits from the City for any maintenance work and to repair all damages resulting from the work.

Sixth, the Agreement provides that, upon its termination or non-renewal, Lighttower will remove all of its conduits, cable and other equipment from the City's rights-of-way.

Finally, the Agreement provides that Lighttower must maintain adequate insurance to protect the City and any residents against claims arising from the system or the company's work on the system.

We will be pleased to answer any questions that you may have about this matter.

**ATTACHMENTS:**

License Agreement with Lighttower Fiber Networks, II, LLC

**STAFF:**

Mark Jinks

Acting City Manager

Yon Lambert, Director

Transportation and Environmental Services  
Kimberley Merritt, Civil Engineer I  
Transportation and Environmental Services