

David Milliron

From: John Giles <JGiles@ecoga.org>
Sent: Monday, June 24, 2019 8:20 AM
To: David Milliron | Hogansville City Manager
Cc: Lisa Kelly
Subject: Cingular and Verizon Agreements
Attachments: Verizon - Cingular Agreement comparision 4.11.19.pdf; Wireless Agreement Summary 4.11.19.pdf; Hogansville Cingular Agreement FINAL 2019.pdf; Hogansville VZ Southwestco ECG PAA FINAL CLEAN.pdf

Importance: High

David,

ECG is requesting the City of Hogansville to execute the attached statewide AT&T (Cingular) and Verizon Agreements

I also attached 2 talking point documents that 1) compares the few differences between the agreements (they were separate negotiations with AT&T and Verizon) and 2) an overall summary

These small cell “wireless” attachment agreements are necessary to have business to business relationships for the impending small cell wireless activities...

And they are the vehicle that allowed the 52 Public Power members of ECG electric distribution systems to be exempt from GA Senate Bill 66 legislation

Please approve ASAP or contact Christine Carling (ccarling@ecoga.org or 770-919-6308) if you have any questions..

Also, please mark your calendar for **August 13th**..

ECG will be hosting a meeting on Small Cell Agreements, Legislation, FCC Regulations and GA Senate Bill 66

It will be here in our Corporate Office in Atlanta and lunch will be provided..

Very important meeting and hope someone can attend...we will send more info soon...

Giles



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Verizon Differences from Cingular Agreement

Article 2 - Added wording to the definitions to "Licensee" and "Licensor"
Added "Wireless Facilities" term and definition

Article 4 - Paragraph A.3 – Added language to change inspection fees (now hourly) to fixed fees if mutually agreed to by both parties. Added language to specify a Make Ready Estimate needs to be submitted within 45 days of Licensee's application.
- Paragraph A.10 – Added. Licensee is responsible for electric usage.

Article 6 – Added language to specify electric service providers' limited ability to grant Right of Way access.

Article 11 – Paragraph B.3 – Added. Licensee is entitled to dispute discrepancies found in the results of the Initial Inventory, Actual Inventory or discovery of Unauthorized Attachments.

Article 12 – Paragraph B. Added language to specify Licensee will not be obligated to pay rental fees if they remove all attachments.

Article 14 – Paragraph B. Added language that allows to terminate the Agreement in its entirety if default pertains to all poles or terminate permits for those Licensor locations in default.

Article 16 – Added language "...change of stock ownership, ... or grant of use in Licensee's facilities."

Article 19 – Paragraph B – added language to include electronic funds transfer for payment option.

Article 21 – Paragraph B – added language providing written request for dispute resolution above the local level.
Paragraph H – added last sentence.

Article 22 – Paragraph B – changed 180 days to 150 days to remove attachments from poles, then 30 additional, then Licensor can remove.

Article 24 – Added language that Licensor must provide Licensee 60 days' notice of sale or transfer of system.

Article 25 – Insurance Requirements.

Exhibit 2 – Added placeholder for flat fees.



State-wide Wireless Agreements

ECG negotiated with Cingular and Verizon using the CATV/Fiber Statewide Pole Attachment License Agreement as a template.

- Added definitions specific to wireless communications and equipment
- 10 year initial term; auto renews for 5 year terms
- Annual rental fee = \$16.50 per foot or partial foot; Handy-Whitman Index escalator starts in 2021
- Permitting
 - \$50.00 application fee per pole
 - Wireless carrier pays for permit review, field inspection, preparation of cost estimate
 - 60 day review period to approve, approve with conditions, or deny after receipt of completed application
 - Wireless carrier pays for cost of make ready
 - 60 days to complete make ready work – can be done by City or approved contractor
 - Post inspection to be performed within 30 days of installation completion
- Provisions for late transfers and unauthorized attachments
- Insurance requirements and Security Instrument provision

Other items such as aesthetics, colocation, and Right of Way permitting process should be addressed in an Ordinance.