

AN ORDINANCE GRANTING TO GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PLACE, ERECT AND MAINTAIN POLES, WIRES AND OTHER APPLIANCES AND CONDUCTORS AND TO LAY UNDERGROUND WIRES FOR THE TRANSMISSION OF ELECTRICITY FOR COMMUNICATION PURPOSES IN, UPON, UNDER AND OVER THE STREETS, ALLEYS, AVENUES, THOROUGHFARES AND PUBLIC HIGHWAYS WITHIN THE CITY OF TROUTDALE, OREGON, AND TO CONDUCT A GENERAL COMMUNICATION BUSINESS WITHIN THE SAID CITY OF TROUTDALE, OREGON.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE:

Section 1. There is hereby granted by the City of Troutdale to the General Telephone Company of the Northwest, Inc., a Washington corporation, its successors and assigns, the right and privilege to conduct a general communication business within the said City of Troutdale and to place, erect, lay, maintain and operate in, upon, under and over the streets, alleys, avenues, thoroughfares and public highways within the said City, poles, wires and other appliances and conductors for the transmission of electricity for communication purposes. Such wires and other appliances and conductors may be strung upon poles and other fixtures above ground or at the option of the Grantee may be laid underground in pipes or conduits or otherwise protected. It is the policy of General Telephone Company of the Northwest, Inc. to place wires underground whenever practical and economically feasible.

Section 2. It shall be lawful for Grantee to make all needful and necessary excavations in any of said streets, alleys, avenues, thoroughfares and public highways. Said work shall be done in compliance with the rules, regulations, ordinances and orders which have been theretofore or which may hereafter during the continuance of this franchise, be required by the City. Grantee shall notify the City prior to breaking any paved surface.

Section 3. Whenever Grantee shall disturb any of the streets, alleys, avenues, thoroughfares and public highways for the purposes aforesaid, it shall restore the same to good order and condition as soon as practicable without unnecessary delay and failing to do so, City shall have the right to fix a reasonable time within which such repairs and restoration shall be completed and upon failure of such repairs and restoration being made by Grantee, City shall cause such repairs to be made at the expense of Grantee.

Section 4. Nothing in this ordinance shall be construed in any way to prevent the proper authorities of the City from sewerage, grading, paving, repairing, altering or improving any of the streets, alleys, avenues, thoroughfares and public highways in or upon which the poles, wires, conductors, conduits, pipes or other apparatus may be placed but all such work or improvements shall be done if possible as not to obstruct or prevent the free use of said poles, wire, conductors, conduits, pipes or other apparatus. In the event of such work, Grantee shall make such alteration of its poles or other property as may be necessary on reasonable notice by the City and at Grantee's expense. Upon Grantee's failure to do such work promptly as requested, the City may cause the work to be done and the cost shall be paid by Grantee.

Section 5. Whenever it becomes necessary to temporarily re-arrange, remove, lower, or raise the wires, cables or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily re-arrange remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the person or persons desiring to move any such buildings, machinery or other objects, shall pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and shall deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and shall pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be occasioned through the sole negligence of Grantee. Grantee shall be given not less than ninety-six (96) hours written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be

unnecessarily delayed or cause Grantee unnecessary expense or waste of time.

Section 6. In consideration of the rights and privileges hereby granted, City shall have, and Grantee hereby grants to it, the right and privilege to suspend and maintain wires and necessary control boxes on poles placed by the Grantee in the streets, and other places aforesaid, or if such wires are placed underground, to place and maintain in the pipes or conduits of Grantee, if space therein is available wires which City may require for fire and police purposes. All such wires shall be placed upon the poles or in conduits so as not to interfere with communication service and shall not carry currents or voltage dangerous to telephone plant or telephone users and all installations, maintenance and repairs shall be subject to the rules, regulations and supervision by the Grantee. City agrees in consideration of the establishment of this service and the furnishing of such facilities to hold Grantee entirely free and harmless from all claims or liability for damages which may arise out of the operation of these special services. As further consideration Grantee agrees to pay to the City three percent (3%) of the gross annual revenue from local exchange service rendered subscribers within the city limits, such revenue to be determined in accordance with the lawful rates and rate groupings applicable to the exchange, exclusive of extended area service. Such payments shall be made by Grantee on or before the first day of February of each year for the calendar year preceding and the first and last payments shall be for that fractional part of the calendar year during which this franchise is in effect. If the maximum allowable franchise fee percentage rate is increased by the Public Utility Commission the increased rate shall be paid to the City. In computing gross annual revenue of Grantee derived from the service area, there shall be subtracted the following items:

- (a) The amount of credit losses incurred within the service area sustained by Grantee.
- (b) Amounts derived from transactions in Interstate or Foreign Commerce or from any business which the City is prohibited for taxing under the Constitution of the United States or the State of Oregon.
- (c) Amounts derived by the Grantee from the United States, State of Oregon, Multnomah County, and the City of Troutdale.

Section 7. The rights, privileges and franchise hereby granted shall continue and be in full force for a period of 10 ( ten ) years from the date of passage of this ordinance. However, this ordinance shall be inoperative unless it is accepted in writing by the Grantee within sixty (60) days after the date of its passage.

Section 8. All ordinances and parts of ordinances of previous date, insofar as the same are in conflict herewith, are hereby repealed.

Section 9. Grantee shall indemnify and save harmless the City and its officers and agents against and from all damage, cost and expense to which it or they may be subjected by reason of any negligent act or omission of Grantee.

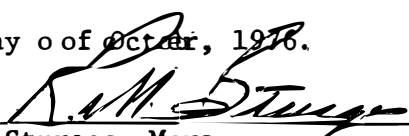
Section 10. Grantee shall furnish, or make available at Grantee's option, information showing the location of all poles, lines and underground facilities upon the request of the City or other persons holding building permits for construction within the City.

Section 11. Inasmuch as this ordinance is necessary for the immediate preservation of public health, peace and safety of the people of the City of Troutdale is the judgment of the Common Council, now, therefore, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after it's passage by the Common Council of the City of Troutdale and it's signing by the Mayor.

Passed by the Common Council of the City of Troutdale this 12th day of October, 1976.

YEAS: 6 NAYS: 0

Signed by the Mayor this 12th day of October, 1976.

  
R. M. Sturges, Mayor

ATTEST:

  
Betty J. Bergstrom  
Recorder

EXPIRES 10-12-84

TO THE CITY COUNCIL OF THE CITY OF TROUTDALE, OREGON:

The General Telephone Company of the Northwest, Inc. hereby unconditionally accepts the right, privilege and franchise granted unto it, its successors and assigns, by that certain franchise passed by the City Council of the City of Troutdale, Oregon on the 12th day of October, 1976, designated as Ordinance No. 236 and entitled:

AN ORDINANCE GRANTING TO GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PLACE, ERECT AND MAINTAIN POLES, WIRES AND OTHER APPLIANCES AND CONDUCTORS AND TO LAY UNDERGROUND WIRES FOR THE TRANSMISSION OF ELECTRICITY FOR COMMUNICATION PURPOSES IN, UPON, UNDER AND OVER THE STREETS, ALLEYS, AVENUES, THOROUGHFARES AND PUBLIC HIGHWAYS WITHIN THE CITY OF TROUTDALE, OREGON, AND TO CONDUCT A GENERAL COMMUNICATION BUSINESS WITHIN THE SAID CITY OF TROUTDALE, OREGON.

DATED at Everett, Washington, this 2nd day of November, 1976.

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

By [Signature]  
Its Vice President

ATTEST:

[Signature]  
Secretary

I hereby acknowledge receipt of acceptance on the part of the General Telephone Company of the Northwest, Inc. of the franchise granted by the City Council of the City of Troutdale, Oregon on October 12, 1976, designated as Ordinance No. 236.

[Signature]  
Clerk

Dated at Troutdale, Oregon Nov 19, 1976.