

ORDINANCE 482-0

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 OF THE CITY OF TROUTDALE, OREGON AND TO CONDUCT A GENERAL COMMUNICATION BUSINESS WITHIN THE CITY OF TROUTDALE, OREGON.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE:

Section 1. There is hereby granted by the City of Troutdale, Grantor, to the General Telephone Company of the Northwest Inc., a Washington corporation, Grantee, its successors and assigns, the right and privilege to conduct a general communication business within the 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 City, poles, wires and other appliances and conductors for the transmission of electricity for communication purposes. Such wires and other appliances and conductors shall be strung upon poles and other fixtures above ground, unless prohibited by City ordinances, or, these wires, appliances and conductors shall, at the option of the Grantee, be laid underground in pipes or conduits or otherwise protected.

Section 2. It shall be lawful for Grantee to make all needed and necessary excavations in any of the streets, alleys, avenues, thoroughfares and public highways. This work shall be done in compliance with the standards, rules regulations, ordinances, and orders which have been heretofore or which may hereafter during the continuance of this franchise, be required by the City.

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.

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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, pipes or other apparatus may be placed but all such work or improvements shall be done if possible so as not to obstruct or prevent the free use of the poles, wires, conductors, conduits, pipes or other apparatus.

Section 5. It is the policy of the City for both safety and aesthetic reasons to eventually accomplish total or near total undergrounding of all of the Grantee's facilities located on public right-of-way or public property. In order to further this stated purpose, each existing facility which is in need of total replacement that is located on any public right-of-way in the City including streets or alleys, shall at the expiration of its economic life and upon a determination of a need for replacement by the Grantee, be replaced by undergrounding the facility, except where because of terrain or subsurface conditions, undergrounding cannot be accomplished by cable burying equipment. Nothing herein shall be construed to prevent Grantee from replacing existing sections of a facility or augmenting existing facilities not otherwise requiring replacement, unless such augmentation violates City standards, rules, regulations, ordinances and orders, not in conflict with this franchise, which have heretofore or which may be hereafter during the continuance of this franchise, be required by the City.

With respect to poles and other aerial facilities, Grantor reserves the right to order the change of position of any such facility whenever such change is necessary as a part of any regrading, widening or other public improvement of the public right-of-way. Such relocation shall be the responsibility of and done at the cost of the Grantee. In the event Grantor desires that such facilities, not otherwise in need of replacement or at the expiration of their economic life, be placed underground at the time of improvement of the public right-of-way, Grantor will bear that portion of the cost of undergrounding such facilities as is equal to the difference between the cost of relocating and the cost of undergrounding such facilities, less any credit for salvage. However, in such case(s) that a public works improvement project together with all ordinances, standards, codes, orders and rules leave no physical relocation space for overhead facilities, then said relocation shall be underground and all such costs of relocation born by the Grantee if Grantee cannot relocate through condemnation or otherwise.

Section 6. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the

necessities of the case require; provided, however, that the person or persons, excepting the Grantor, 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. This notice shall detail the route of movement of such building or other objects over or 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 7. In consideration of the rights and privileges hereby granted, Grantor 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, police and public works 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 of 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 damage which may arise out of the operation of these special services.

As further consideration Grantee agrees to pay to City 3% (three per cent) of the gross annual revenue for local exchange service rendered subscriber 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 March 15 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.

Section 8. The rights, privileges and franchise hereby granted shall continue and be in full force for a period 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.

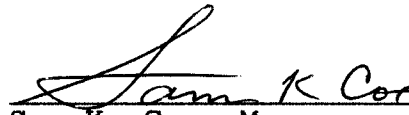
Section 9. All ordinances and parts of ordinances of previous date, insofar as the same are in conflict herewith, are hereby repealed and annulled.

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 28th
DAY OF OCTOBER. 1986.

YEAS: 6

NAYS: 0

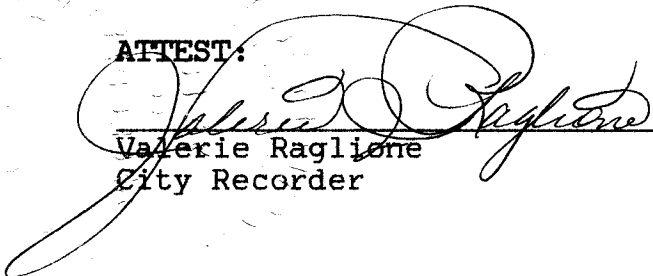
ABSTAINED: 0



Sam K. Cox, Mayor

Dated: October 29, 1986

ATTEST:



Valerie Raglione
City Recorder

CS28:73

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 28th day October, 1986, designated as Ordinance No. 482-0 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 OF THE CITY OF TROUTDALE, OREGON AND TO CONDUCT A GENERAL COMMUNICATION BUSINESS WITHIN THE CITY OF TROUTDALE, OREGON.

DATED at Everett, Washington, this 13th day of November, 1986.

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 28, 1986, designated as Ordinance No. 482-0.

[Signature]
Valerie J. Raglione, City Recorder

Dated at: Troutdale, Oregon this 17 day of November, 1986.

Attach: 482-0