

ORDINANCE NO. 510-A

Introduced by Commissioner Delbert E. Shepherd.

AN ORDINANCE granting to Pacific Northwest Bell Telephone Company, hereinafter sometimes referred to as "grantee," its successors and assigns the right and privilege to do a general communication business and to place, erect, lay, maintain and operate in, upon, over and under the streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City of Warrenton, poles, wires and other appliances and conductors for all telephone, telegraph and other communication purposes.

THE CITY OF WARRENTON ORDAINS AS FOLLOWS:

Section 1. There is hereby granted by the City of Warrenton to Pacific Northwest Bell Telephone Company, its successors and assigns, the right and privilege to do a general communication business within said City of Warrenton and to place, erect, lay, maintain and operate in, upon, over and under the streets, alleys, avenues, thoroughfares and public highways, places and grounds within the said City, poles, wires and other appliances and conductors for all telephone, telegraph and other communication purposes. Such wires and other appliances and conductors may be strung upon poles or other fixtures above ground, or at the option of the grantee, its successors and assigns, may be laid underground, and such other apparatus may be used as may be necessary or proper to operate and maintain the same.

Section 2. It shall be lawful for said Pacific Northwest Bell Telephone Company, its successors and assigns, to make all needful excavations in any of such streets, alleys, avenues, thoroughfares and public highways, places and grounds in said City for the purpose of placing, erecting, laying and maintaining poles, or other supports or conduits for said wires and appliances and auxiliary apparatus or repairing, renewing or replacing the same. Said work shall be done in compliance with the necessary rules, regulations, ordinances or orders, which may during the continuance of this franchise be adopted from time to time by the City of Warrenton.

Section 3. Whenever Pacific Northwest Bell Telephone Company, its successors and assigns, shall disturb any of the streets for the purpose aforesaid, it or they shall restore the same to good order and condition as soon as practicable without unnecessary delay, and failing to do so the City of Warrenton shall have the right to fix a reasonable time within which such repairs and restoration of streets shall be completed, and upon failure of such repairs being made by said Company, its successors and assigns, the said City shall cause such repairs to be made at the expense of said Pacific Northwest Bell Telephone Company, its successors and assigns.

Section 4. Nothing in this Ordinance shall be construed in any way to prevent the proper authorities of the City of Warrenton from sewerage, grading, planking, rocking, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City of Warrenton in or upon which the poles, wires or other conductors of said Company shall be placed, but all such work or improvements shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits, pipes, or other apparatus.

CITY OF WARRENTON, OREGON

TO THE MAYOR AND THE CITY COMMISSION OF THE CITY OF WARRENTON:

WHEREAS, on the 1st day of July 1968, the City Commission of the City of Warrenton, Oregon, passed Ordinance No. 510-A entitled:

AN ORDINANCE granting to Pacific Northwest Bell Telephone Company, hereinafter sometimes referred to as "grantee", its successors and assigns, the right and privilege to do a general communication business and to place, erect, lay, maintain and operate in, upon, over and under the streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City of Warrenton, poles, wires and other appliances and conductors for all telephone, telegraph and other communication purposes.

WHEREAS, said ordinance was duly signed on the 1st day of July, by the Mayor of said City, and attested by the Auditor and Police Judge.

WHEREAS, said ordinance was granted upon the condition that the said grantee shall, within thirty (30) days of the passage and approval of said ordinance, file with the Auditor and Police Judge of the City of Warrenton its written acceptance of all the terms and conditions of said ordinance:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Pacific Northwest Bell Telephone Company does hereby accept Ordinance No. 510-A and all the terms and conditions of said ordinance.

IN WITNESS WHEREOF, Pacific Northwest Bell Telephone Company has caused this acceptance to be duly executed this 16th day of July, 1968.

PACIFIC NORTHWEST BELL TELEPHONE COMPANY

By [Signature]
Vice President and General Manager

Attest: [Signature]
Assistant Secretary

Receipt of the original of the duly executed acceptance by Pacific Northwest Bell Telephone Company of all the terms and conditions of that certain Ordinance No. 510-A of the City of Warrenton, Oregon, is hereby admitted this 24 day of July, 1968.

[Signature]
Auditor and Police Judge
of the City of Warrenton

Approved as to Form
By [Signature]
Attorney for
Pacific Northwest Bell Telephone Company

Section 5. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables or wires or other apparatus of the grantee to permit the passage of any building, machinery or other object, the said grantee will perform such rearrangement within a reasonable period after written notice from the person or persons desiring to move said building, machinery or other objects. Said notice shall bear the approval of such official as the City Commission may designate, shall detail the route of movement of the building, machinery or other objects, shall provide that the costs incurred by the grantee in making such rearrangement of its aerial plant will be borne by the person or persons giving said notice and shall further provide that the person or persons giving said notice will indemnify and save said grantee harmless of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary rearrangement of the aerial plant of the grantee, and, if required by grantee, shall be accompanied by a cash deposit or a good and sufficient bond to pay any and all such costs as estimated by grantee.

Section 6. In consideration of the rights, privileges and franchise hereby granted, said grantee, Pacific Northwest Bell Telephone Company, its successors and assigns, shall pay to the City of Warrenton, from and after the date of the acceptance of this franchise, and until its expiration, annually, three percent (3%) per annum of its gross local service revenues received from services located within the corporate limits of the City of Warrenton, less net uncollectibles and revenue paid directly by the United States of America or any of its agencies. The reasonable value of any utility service or the use of any Company facilities used or reserved for use by the City without charge shall be credited toward any payment due the City under this provision. Payment of said three percent (3%) shall be made on or before the fifteenth day of March of each and every year for the calendar year preceding, with the exception that in the year 1969, payment shall be made only for the period commencing on the date this franchise becomes effective and ending December 31, 1968; and such 3% payment made by the grantee will be accepted by the City of Warrenton from the grantee, also in payment of any license, privilege or occupation tax or fee for revenue or regulation, or any permit fees or similar charges for street openings, installations, construction or for any other purpose now or hereafter to be imposed by the City of Warrenton upon the grantee during the term of this franchise.

Section 7. This Ordinance and franchise shall be subject to the conditions and restrictions contained in Section 15 of Chapter 7 of the City of Warrenton Charter and also subject to the provisions of all of Chapter 7 of the City of Warrenton Charter and any other provisions of the City of Warrenton Charter referring to public utilities and matters of franchising. The above described conditions and restrictions and provisions are hereby contained herein and set out herein by reference and embodied herein by reference.

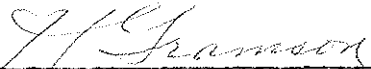
Section 8. The grantee hereby agrees and covenants to indemnify and save harmless said City and its officers from any damages, costs and expenses arising from any injury to persons or property by reason of any negligent or willful act or omission of the grantee, its agents or employees in exercising the rights and privileges herein granted.

Section 9. The rights, privileges and franchise herein granted shall continue and be in force for the period of twenty (20) years from and after the date this Ordinance becomes effective.

Section 10. This Ordinance shall take effect and be in force on the thirtieth day after its passage and approval, and the said grantee shall, within thirty (30) days of the passage and approval of this Ordinance, file with the Auditor and Police Judge of the City of Warrenton its written acceptance of all the terms and conditions of this Ordinance.


Passed by the City Commission of the City of Warrenton this 1st day of July, 1968.

Approved by the Mayor of the City of Warrenton this 1st day of July, 1968.



Mayor

ATTEST:



Auditor and Police Judge

By 

Attorney for
Pacific Northwest Bell Telephone Company