

Introduced by Commissioner Derry DONEY

GRANTING TO PACIFIC NORTHWEST BELL TELEPHONE COMPANY RIGHTS AND PRIVILEGES TO CONDUCT GENERAL COMMUNICATION BUSINESS IN CITY OF WARRENTON, OREGON, AS SPECIFIED BELOW

THE CITY OF WARRENTON, OREGON, 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 the 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 City, poles, wires and other appliances and conductors for all telephone, telegraph and other communications purposes. Such wires, 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 Pacific Northwest Bell Telephone Company, its successors and assigns, to make all needful excavations in any of the streets, alleys, avenues, thoroughfares and public highways, places and grounds in the City for the purpose of placing, erecting, laying and maintaining poles or other supports or conduits for such wires and appliances and auxiliary apparatus or repairing, renewing or replacing the same. The 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 the repairs and restoration of streets shall be completed and, upon failure of the repairs being made by the Grantee, its successors and assigns, the City shall cause the repairs to be made at the expense of Grantee, 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 working or installing sewer or water lines, 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 the grantee shall be placed, but all 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. The City shall not require the Grantee to remove or relocate its facilities or vacate any street, alley or other public way incidental to any public housing or renewal project under ORS Chapter 456 or 457, without reserving Grantee's right therein or without requiring Grantee to be compensated for the costs thereof.

Section 5: Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables, wires or other apparatus of the Grantee to permit the passage of any building, machinery or other object over the roads, streets, alleys, avenues, thoroughfares and public highways within the City, the Grantee will perform such a rearrangement within a reasonable period after written notice from the owner or contractor-mover desiring to move said building, machinery or other object. Such notice shall bear the approval of the engineer for the City; shall detail the route of movement of the building, machinery or other object; shall provide that the costs incurred by the Grantee in making such a rearrangement of its aerial facilities will be borne by the contractor-mover; and shall further provide that the contractor-mover will indemnify and save the Grantee harmless of and from any and all damages of claims of whatsoever kind or nature caused directly or indirectly from such temporary rearrangement of the facilities of the Grantee; and, if required by the 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 annually to the City of Warrenton from and after the date of the acceptance of this franchise, and until its expiration, **three per cent (3%)** per annum of its gross local service revenues derived from services other than competitive services within the corporate limits of the City of Warrenton, less net uncollectibles and revenue paid directly to the Grantee by the United States of America or any of its agencies. Services that are competitive for purposes of this franchise include Grantee's Centrex and Centrex-type services, such as Corecom; Private Line and Private Line-type services, such as Digicom; Radio-type services, such as Mobile Communications and Bellboy, the provision of inside wiring and any PNB service that is now or hereafter the subject of de-tariffing, regulatory forbearance or de-regulation by the Oregon Public Utility Commission. Revenues derived from competitive services shall be excluded from the franchise fee base under this franchise. The reasonable value of any utility service or the use of any Grantee facilities used or reserved for use by the City without Grantee's prescribed charges shall be credited toward any payment due the City under this provision. Payment of said **three per cent (3%)** shall be made on or before the **fifteenth (15th) day of March** of each and every year for the calendar year preceding, with the exception that in the year 1988, payment shall be made only for the period commencing on the date this ordinance becomes effective and ending 31 December 1988. Such three per cent (3%) 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 or inspection 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: The rights, privileges and franchise herein granted shall continue and be in force for a period of **ten (10) years** from and after the date this ordinance becomes effective, except that it is understood and agreed that either party may terminate this agreement after 180 days' notice in writing. This ordinance shall be subject to any and all state or federal legislative enactments.

Section 8: If accepted by Grantee, this ordinance shall take effect and be in force sixty (60) days from and after its passage and approval. If it accepts said ordinance, said Grantee shall, within sixty (60) days from passage and approval, file with the recorder of the City of Warrenton its written acceptance of all the terms and conditions of this ordinance.

First reading: 25 May 1988

Second reading: 1 June 1988

PASSED and adopted by the City Commission of the City of Warrenton, Oregon, this 1st day of June 1988.

APPROVED by the Mayor of the City of Warrenton, this 1st day of June 1988.


Mayor

ATTEST:


City Manager/Auditor

Ord No. 021-A