

An Ordinance granting to the Lebanon Mutual Telephone Company, 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 telephone and telegraph purposes in, upon and under the streets, alleys, avenues and thoroughfares in the City of Lebanon, Oregon, and to exercise the privilege of operating telephone and telegraph instruments in and of doing a telephone and telegraph business within the City of Lebanon, Oregon.

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

*Repealed by Ord. # 294*

Section 1. There is hereby granted by the City of Lebanon, Oregon, to the Lebanon Mutual Telephone Company, its successors and assigns the right and privilege to do a general telephone and telegraph business within said City of Lebanon, and to place, erect, lay, maintain and operate over and under the streets, alleys, avenues and thoroughfares within said City, poles, wires and other appliances and conductors for the transmission of electricity for telephone and telegraph 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 under ground in pipes or conduits or otherwise protected, provided further than whenever the City Council shall create and define districts in the business section of the City wherein all wires shall be placed underground, the said grantee, its successors and assigns, shall comply with the terms of such order when made within a reasonable time thereafter.

Section 2. It shall be lawful for the said Lebanon Mutual Telephone Company, its successors and assigns, to make all needful excavation in any of the streets, alleys, avenues and thoroughfares in said City of Lebanon, except as herein otherwise provided, for the purpose of placing, erecting, laying and maintaining poles, or other supports or conductors for said wires, or repairing, renewing or replacing the same, and said work shall be done in compliance with the rules, regulations, Ordinances or orders which may during the continuance of this Franchise be adopted from time to time by the Council of the city of Lebanon, Oregon, all of said poles to be of lawful size and height and neatly painted and erected in a substantial, safe and workman like manner, and to be so placed as not to interfere with travel on or the use of said streets, alleys, avenues and thoroughfares, or with any object lawfully existing in any of said streets, alleys, avenues and thoroughfares of said City, subject however, to the supervision and control of the Council of the City of Lebanon.

Section 3. That whenever the said Lebanon Mutual Telephone Company, its successors or assigns, shall disturb any of the said streets, alleys, avenues and thoroughfares of the said City of Lebanon, for the purpose aforesaid, they shall restore the same within ten days to as good condition and repair as the same was before it was so disturbed or broken up; and whenever it shall be necessary in the erection of such poles or any of them, or in the placing of underground wires or conduits, to take up any sidewalk or to dig up the ground at the side or at the corner of any street, alley, avenue, or thoroughfare of the said City of Lebanon, the said Lebanon Mutual Telephone Company, its successors and assigns, shall thereafter, and without delay remove any and all

debris caused or created thereby and shall put such sidewalk, street, alley, avenue or thoroughfare in as good condition as the same was before it was taken up or disturbed; and the Committee on Streets and Public Property of the Council of the City of Lebanon, or such other Committee or official as the Council of the said City may designate, shall have the right to cause the said Company, its successors or assigns, to change the location of any of its poles, wires, conduits, or other conductors, whenever the public convenience shall require the location of the same elsewhere, and the expense of such removal shall be borne by the Lebanon Mutual Telephone Company, its successors or assigns.

Section 4. Nothing in this Franchise shall be construed in any way to prevent the proper authorities of the City of Lebanon from sewerage, grading, planking, rocking, paving, repairing, altering or improving any of the streets, alleys, avenues, or thoroughfares within said City on 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.

Section 5. In consideration of the rights and privileges herein granted, the said City, by its authorized officers, shall have and the said Lebanon Mutual Telephone Company hereby grants to it the right and privilege to suspend and maintain on poles placed by said Company, its successors and assigns, in the streets and other places aforesaid, any and all wires which said City of Lebanon may require exclusively for its own use for fire alarm and police telegraph and telephone purposes, or if said wires are placed underground, the use of one duct in each conduit of the underground system of the grantee free of charge to the City, and all such wires shall be placed upon poles or in the conduit so as not to interfere with the telephone service and shall not carry currents of voltage dangerous to telephone plant or telephone users. And the said grantee, its successors and assigns, agree to furnish, at such places as the Council may designate, free of charge, during the term of the rights and privileges hereby granted, one telephone in the City hall, one in the office of the City Attorney, one for the city marshal, one in the fire hall or fire station, one in the City Recorder's office, one for the Fire Chief. The said telephones for the marshal and Fire Chief shall be located at the office or homes of such officers at their option. It is further provided that the said Lebanon Mutual Telephone Company shall publish in the regular directory the list of telephones herein granted to the said city both under the name of the city and also under the name of the officers holding the office at the time of issuing and publishing such directory.

Section 6. The said Lebanon Mutual Telephone Company further agrees to operate from its central station the present fire alarm system and signal free to the said city, or any other reasonable system the City may install. And also to give the police alarm signal of the said City as now established or may be hereafter established by the said City.

Section 7. In further consideration of the rights, privileges and Franchises hereby granted, the Lebanon Mutual Telephone Company, its successors and assigns, shall ~~annually~~ pay ~~in advance~~ to the City of Lebanon each and every year during the terms of this Franchise, the sum of \$300.00 the ~~fixed~~ same to be paid quarterly in the sum of \$75.00 the first payment to be made January 1, 1923, and in the sum of \$75.00 and a like sum at the end of <sup>each</sup> three months thereafter during the term of this Franchise, which payment shall be in lieu of all licenses or other

charges which might be imposed or required by the City of Lebanon from the Lebanon Mutual Telephone Company, its successors and assigns for the privilege of conducting a telephone and telegraph business in the City of Lebanon.

Section 8. That whenever any person has obtained permission of the proper City officials to use any of the streets of said City of Lebanon for the purpose of removing any building the said Company or its assigns, upon forty-eight (48) hours notice from such person, and his agreement to pay actual cost thereof, shall raise or remove any of the said wires which may obstruct the removal of such house or building, so as to allow the unobstructed passage of the same; and in case of the failure of said Company, its successors or assigns, to comply with the terms of such notice, the Superintendent of Streets or other proper officer of the City shall be and is hereby authorized to remove said wires at the expense of said Company, its successors or assigns.

Section 9. That in case it shall be necessary to cut or remove any of the said wires or other conductors of electricity or equipment of the said Company in order to get Fire Ladders or other apparatus to a building during a City conflagration, the City shall not be liable for damages done to such wires, conductors or equipment.

Section 10. In consideration of the granting of this franchise the said Lebanon Mutual Telephone Company agrees to paint all its telephone poles and arms and cross-arms within the City of Lebanon, and to keep the same neatly painted or repainted as often as the Council may order, but not oftener than once in three years.

Section 11. Before any new or additional poles are placed within the fire limits of the said City, a permit must first be obtained from the Committee of Streets and Public Property of the Common Council of the City of Lebanon, with the approval of the Chief of the Lebanon Fire department and endorsed thereon.

Section 12. That in the event the said Lebanon Mutual Telephone Company, its successors or assigns, shall fail, neglect or refuse to comply with all the terms of this franchise and do and perform all the things to be done or performed by it as herein provided ~~the said City of Lebanon and the said Lebanon Mutual Telephone Company, its successors or assigns, shall remove from all the streets, alleys, avenues and public ways all its poles, wires, conduits and apparatus and appliances; and its failure to do so within such reasonable time as the Council may order all the said poles, wires, conduits, apparatus and appliances shall be forfeited to the City of Lebanon, Oregon.~~ then the rights, privileges and franchise hereby granted shall be forfeited to the said City of Lebanon and the said Lebanon Mutual Telephone Company, its successors or assigns, shall remove from all the streets, alleys, avenues and public ways all its poles, wires, conduits and apparatus and appliances; and its failure to do so within such reasonable time as the Council may order all the said poles, wires, conduits, apparatus and appliances shall be forfeited to the City of Lebanon, Oregon.

Section 13. The rights, privileges and franchises herein granted shall continue and be in force for the period of 5 years from and after the date of the passage of this Ordinance and the City of Lebanon hereby reserves the right to alter, change or amend this Ordinance, or any of its provisions, at any time, subject to the rights of said Company or its assigns.

Section 14. This Ordinance shall take effect and be in force from and after thirty days after its passage, and the said grantee shall, within thirty days of the passage of this Ordinance, file with the Recorder of the City of Lebanon, its written acceptance of all the terms and condition of this Ordinance.

Passed by the Council this <sup>5<sup>th</sup></sup> day of September, 1922, upon roll call of the Council and vote taken by aye and nay vote and entered in the Journal of the Council proceedings.

Approved by the Mayor this <sup>6<sup>th</sup></sup> day of September, 1922.

Attest

W. H. Witman  
Recorder

Byron Millsaps  
Mayor

Ord # 294

Repealed by  
Ord # 294