

AN ORDINANCE GRANTING TO THE NORTHWESTERN TELEPHONE SYSTEMS, INC., HEREINAFTER SOMETIMES REFERRED TO AS "GRANTEE", ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND PRIVILEGE TO DO A GENERAL TELEPHONE AND TELEGRAPH 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 LEBANON, POLES, WIRES, AND OTHER APPLIANCES AND CONDUCTORS FOR ALL TELEPHONE, TELEGRAPH AND OTHER COMMUNICATION PURPOSES.

ORDINANCE BILL NO. 2
for 1983

ORDINANCE NO. 1904

THE CITY OF LEBANON ORDAINS AS FOLLOWS:

Section 1. There is hereby granted by the City of Lebanon to the Northwestern Telephone Systems, Inc., 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 in, upon, over and under the streets, alleys, avenues, thoroughfares and public highways 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 lain underground in pipes or conduits or otherwise protected, 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 the Northwestern Telephone Systems, Inc., its successors and assigns, to make all needful excavations in any of such streets, alleys, avenues, thoroughfares and public highways, 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. All work, erections, erection of poles and appliances and laying of wires 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 Lebanon.

The word "necessary", as used herein shall mean such rules, regulations, ordinances or orders as the City Council may deem necessary to protect and safeguard the health, safety and convenience of the public and any member of the public residing within the City of Lebanon who might be affected by any excavation work or installation of the Grantee. The City Council shall have the right to demand from the Northwestern Telephone Systems, Inc., such bond or undertaking as it may deem necessary to insure the compliance by the Northwestern Telephone Systems, Inc. with the rules, regulations and orders of the Council relating to its operations within the City.

Any act done by any contractor or subcontractor contracting with the Northwestern Telephone Systems, Inc., or by any agent of the Northwestern Telephone Systems, Inc. shall for the purpose of this franchise, be deemed to be the act of the Northwestern Telephone Systems, Inc.

Section 3. Whenever the Northwestern Telephone Systems, Inc., 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 Lebanon 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 Northwestern Telephone Systems, Inc., its successors and assigns.

The City Council shall have the right to cause the said Grantee, its successors or assigns, to change the location of any of its poles, wires, conduits, cable or other conductors, whenever public convenience shall require the location of the same elsewhere, and the expense for such change or removal shall be borne by the said Grantee, or its successors or assigns.

Section 4. Nothing in this Ordinance 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, thoroughfares and public highways within the City of Lebanon 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.

Section 5. Whenever any person has obtained permission of the proper City officials to use any of the streets of said City for the purpose of moving any building, the said Grantee, its successors or assigns, upon reasonable notice from such person and his paying the actual costs thereof, shall raise or remove any and all of the said wires or cable which may obstruct the moving of such building so as to allow the unobstructed passage of the same; and in case of the failure of said Grantee, its successors or assigns, to comply with the terms of this section, the Public Works Superintendent or other proper officer of the said City shall be and is hereby authorized to remove said wires at the expense of said Grantee, its successors or assigns.

Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of said building or rearrangement of wires or for the cost of rearranging the wires.

Section 6. At the expiration of the term of this franchise, the City at its election may purchase and take over to itself the entire property of the Grantee situated in or under the streets and public places of the City, at the fair value of the physical property of Grantee as determined by a board of arbitrators, one appointed by the City, one appointed by the Grantee, and the third by the two first so appointed. The City and the Grantee shall each pay for the services of the arbitrator appointed by it; and each shall pay one-half of the cost of the services of the third arbitrator; and of any other costs of conducting the arbitration; except that the fees of any witness called by either party shall be paid by the party calling the witness.

Section 7. If, at any time in the future, the Grantee, its successors and assigns shall lay or plan to lay underground any pipe, conduits or other apparatus, it shall, for the purpose of notifying the Council, within a reasonable time prior to the commencement of any work in connection therewith, furnish to the City

Engineer a map or blueprint showing the location of all proposed excavations, pipes, conduits, or other apparatus and the laying of the same shall be subject to the order of the Council.

Section 8. In case it shall be necessary to cut or remove any of the said wires, cables or other telephone conductors or equipment of the said Grantee, in order to get fire ladders or other apparatus to a building during a city conflagration, the said City of Lebanon shall not be liable for any damages done to such wires, cables or conductors or equipment.

Section 9. The Grantee, its successors or assigns, if required by the Council shall paint to a height of eight feet with such color as designated by the Council, all poles which may be declared by the Council to be hazardous to traffic.

Section 10. The Grantee shall file with the Recorder of the City its written acceptance of the right and franchise hereby granted and the obligations hereby imposed, within thirty (30) days from and after the date when this ordinance shall become effective; and this ordinance shall become null and void unless such such acceptance is so filed. The Grantee shall at all times, fully and faithfully perform all of terms, provisions and conditions of this ordinance and all other ordinances and orders of the Council as specified in paragraph 2 hereof. Upon default by the Grantee, its successors or assigns, in any of its obligations hereunder and the continuance of such default for a period of thirty (30) days from and after the receipt of notice from the City specifying such default, the City may by ordinance, and for good cause shown, cancel and terminate this franchise and all further rights of the Grantee hereunder.

Section 11. This ordinance shall be of no force or effect unless published in full at the expense of the Grantee twice in a newspaper of general circulation published in the City of Lebanon, such publication to take place and be completed not less than ten (10) nor more than thirty (30) days before the final passage hereof.


Section 12. In consideration of the rights, privileges, and franchise hereby granted, said Grantee, the Northwestern Telephone Systems, Inc., its successors and assigns, shall pay to the City of Lebanon, 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 exchange service receipts derived from the operation of telephones located within the corporate limits of the City of Lebanon. Payment of said three per cent (3%) shall be made quarterly before the the fifteenth day of each month for the quarter year preceding, the first quarterly payment being due on or before April 15, 1983. Commissions paid to the City of Lebanon as rental for use of City property for public telephone booths; permit fees or similar charges for street openings, installations, construction and the like to the extent such fees or charges are reasonably related to the costs of the City for inspection, supervision and regulation in the exercise of its police powers; and the value of any utility services or use of facilities presently provided without charge, shall not be considered in computing the percentage levels hereinafter set forth.

Section 13. In further consideration of the rights and privileges herein granted, the Grantee, its successors and assigns hereby grants, without charge, to the City of Lebanon the right and privilege to suspend and maintain on poles placed by Grantee, its successors or assigns, in the streets, roads, alleys and thoroughfares, such wires as are necessary for the exclusive use of the City of

Lebanon for fire alarm and police signal circuits, or other signal circuits, required by the City. In the event that the use of poles in certain areas is discontinued by Grantee and underground circuits are substituted therefor, then Grantee will reserve space in the underground conduit to accommodate the fire alarm and police signal circuits and other City signal circuits which otherwise would be suspended on Grantee's poles for which no charge shall be made. All wires of the City of Lebanon shall be so placed on the poles, or in the conduits of Grantee as not to interfere with telephone service of the Grantee, and shall not carry such electrical current or voltage as may endanger Grantee's telephone plant or telephone users.

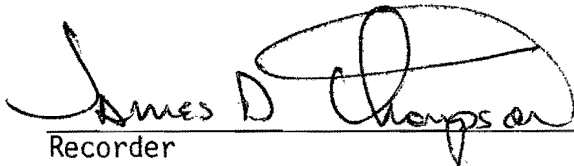
Section 14. The rights, privileges and franchise herein granted shall continue and be in force for the period of ten (10) years from and after January 1, 1983.

Passed by the Council by a vote of 6 for and 0 against and approved by the Mayor this 12th day of January, 1983.



Mayor

ATTEST:



Recorder