

ORDINANCE NO. 710

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 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 PRINEVILLE, POLES, WIRES AND OTHER APPLIANCES AND CONDUCTORS FOR ALL TELEPHONE, TELEGRAPH AND OTHER COMMUNICATION PURPOSES AND DECLARING AN EMERGENCY.

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

Section 1. There is hereby granted by the City of Prineville to Pacific Northwest Bell Telephone Company, its successors and assigns, the right and privilege to do a general telephone and telegraph business within said City of Prineville 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 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 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, and the restoration and repair of the streets and alleys and curbs and thoroughfares, 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 Prineville.

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 Prineville 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 Prineville 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 Prineville 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 and the moving of Company facilities, where required due to such work by the City, will be done by the Company without cost to the City. The City shall not require the Company 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 Chapters 456 or 457 without reserving Company's right therein or without requiring Company to be compensated for the costs thereof.

Section 5. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables or wires or other apparatus of the Company to permit the passage of any building, machinery or other object moved over the roads, streets, alleys, avenues, thoroughfares and public highways within the City, the Company 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 objects. Said notice shall bear the approval of the City, shall detail the route of movement of the building, machinery, or other object, shall provide that the costs incurred by the Company 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 Company 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 facilities of the Company, and if required by the Company, shall be accompanied by a cash deposit or a good and sufficient bond to pay any and all such costs as estimated by the Company.

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 Prineville, 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 derived from services within the corporate limits of the City of Prineville less net uncollectibles and revenues 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 1974, payment shall be made only for the period commencing on the date this franchise becomes effective and ending December 31, 1973; and such 3% payment made by the grantee will be accepted by the City of Prineville from the grantee, also in payment of any license, privilege or occupation tax or fee for revenue or regulation, or any permit fees, deposits or similar charges for street openings, installations, construction or for any other purpose now or hereafter to be imposed by the City of Prineville upon the grantee during the term of this franchise.

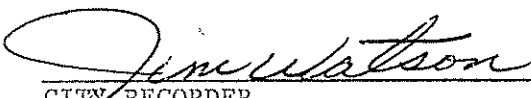
Section 7. The rights, privileges and franchise herein granted shall continue and be in force for the period of 10 years from and after the date this ordinance becomes effective, except that it is understood and agreed that either party may, at any time from and after five years from the beginning date of this franchise, terminate this agreement upon 6 month's notice in writing.

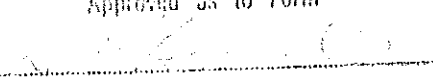
Section 8. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Prineville, an emergency is hereby declared to exist, and this ordinance shall take effect and be in force from and after its passage and approval, and the said grantee shall, within 30 days of the passage and approval of this ordinance, file with the Recorder of the City of Prineville its written acceptance of all the terms and conditions of this ordinance.

Passed by the Council and approved by the Mayor JAN. 8<sup>th</sup>, 1974.

  
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MAYOR

ATTEST:

  
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CITY RECORDER

Approved as to Form  
by   
\_\_\_\_\_  
Attorney for  
Pacific Northwest Bell Telephone Company