


AN ORDINANCE <sup>239</sup>  
~~ACFRANCHISE AGREEMENT~~

1 GRANTING TO GENERAL TELEPHONE COMPANY OF  
2 THE NORTHWEST, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS  
3 AND ASSIGNS THE RIGHT TO PLACE, ERECT AND MAINTAIN POLES, WIRES  
4 AND OTHER APPLIANCES AND CONDUCTORS AND TO LAY UNDERGROUND WIRES  
5 FOR THE TRANSMISSION OF ELECTRICITY FOR COMMUNICATION PURPOSES  
6 IN, UPON, UNDER AND OVER THE STREETS, ALLEYS, AVENUES, THOROUGH-  
7 FARES AND PUBLIC HIGHWAYS OF THE CITY OF DUNDEE, OREGON AND TO  
8 CONDUCT A GENERAL COMMUNICATION BUSINESS WITHIN THE SAID CITY OF  
9 DUNDEE, OREGON. 

10 THE CITY OF DUNDEE DOES ORDAIN AS FOLLOWS:

11 SECTION 1. Subject to the other terms and conditions set forth in  
12 this document there is hereby granted by the City of Dundee, Oregon to the  
13 General Telephone Company of the Northwest, Inc., a Washington Corporation,  
14 its successors and assigns; subject to the development ordinances and  
15 regulations of the City, the right and privilege to conduct a general commu-  
16 nication business within the said City, or such other public property as may  
17 come within the jurisdiction of the City during the term of this agreement.  
18 This for the purpose of furnishing, as a public utility the products and  
19 services utilized in providing telephone, telegraph, and other communication  
20 products and services. This grant includes the right to erect, construct,  
21 place, replace, reconstruct, lay, maintain, and operate poles, wires,  
22 switching equipment, amplifying equipment, fixtures, facilities, appliances,  
23 structures and other devices including, but not limited to, electronic,  
24 optical and mechanical devices customarily associated with Grantee's function,  
25 and purpose of serving as a common carrier of information for communication  
purposes.

SECTION 2. It shall be lawful for Grantee to make all needful and  
necessary excavations in any of said streets, alleys, avenues, thoroughfares  
and public highways. All work shall be in compliance with applicable rules,  
regulations, ordinances or laws of the City or State.

1           SECTION 3. Prior to the commencement of any ordinary construction,  
2 extension or relocation of any of Grantee's facilities upon, over, under, or  
3 across any of the streets, highways, or other public property within the  
4 jurisdiction of the City, the Grantee shall advise the City's Department of  
5 Public Works of the location of such proposed construction, extension, or  
6 relocation and shall obtain from the City Engineer approval prior to  
7 commencement of such work. Not less than one working day prior to commence-  
8 ment of any work which might affect City utilities, Grantee shall give notice  
9 to City's Maintenance Department for purposes of utility location. The  
10 location of all such facilities shall be at places approved by the City.

11           SECTION 4. Whenever Grantee shall disturb any of the streets, alleys,  
12 avenues, thoroughfares and public highways for the purposes aforesaid, it  
13 shall restore the same to good order and condition as soon as practicable  
14 without unnecessary delay and failing to do so, City shall have the right  
15 to fix a reasonable time within which such repairs and restoration shall be  
16 completed and upon failure of such repairs and restoration being made by  
17 Grantee, City shall cause such repairs to be made at the expense of Grantee.  
18 The Grantee hereby agrees and covenants to indemnify and save harmless the  
19 City and the officers, thereof against all damages, costs and expenses what-  
20 soever to which it or they may be subjected in consequence of negligence of  
21 the Grantee, or its agents or servants, in any manner arising from the rights  
22 and privileges hereby granted.

23           SECTION 5. The City, by its properly constituted authorities, shall  
24 have the right to cause the Grantee to move the location of any pole, under-  
25 ground conduit or equipment belonging to Grantee whenever the relocation  
thereof shall be for public necessity, and the expense thereof shall be paid  
by the Grantee. Whenever it shall be necessary for public necessity to  
remove any pole, underground conduit or equipment belonging to Grantee or

1 on which any wire or circuit of the Grantee shall be stretched or fastened,  
2 the Grantee, shall, upon written notice from the City, or its properly con-  
3 stituted authorities, meet with City representatives and agree in writing to  
4 a plan and date certain to remove such poles, underground conduit, equipment,  
5 wire or circuit, at Grantee's expense, and if the Grantee fails, neglects  
6 or refuses to do so, the City, by its properly constituted authorities, may  
7 remove the same at the expense of the Grantee.

8       SECTION 6. Whenever it becomes necessary to temporarily rearrange,  
9 remove, lower or raise the wires, cables or other plant of Grantee for the  
10 passage of buildings, machinery or other objects, Grantee shall temporarily  
11 rearrange, remove, lower or raise, its wires, cables or other plant as the  
12 necessities of the case require; provided, however, that the person or  
13 persons desiring to move any such buildings, machinery or other objects,  
14 shall pay the entire actual cost to Grantee of changing, altering, moving,  
15 removing or replacing its wires, cables or other plant so as to permit such  
16 passage, and shall deposit in advance with Grantee a sum equal to such cost  
17 as estimated by Grantee and shall pay all damages and claims of any kind  
18 whatsoever, direct or consequential, caused directly or indirectly by  
19 changing, altering, moving, removing or replacing of said wires, cables or  
20 other plant, except as may be occasioned through the sole negligence of  
21 Grantee, Grantee shall be given not less than ninety-six (96) hours written  
22 notice by the party desiring to move such building or other objects. Said  
23 notice shall detail the route of movement of such building or other objects  
24 over and along the streets, alleys, avenues, thoroughfares and public high-  
25 ways and shall bear the approval of the City. Such moving shall be with as  
much haste as possible and shall not be unnecessarily delayed or cause  
Grantee unnecessary expense or waste of time.

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SECTION 7. In consideration of the rights and privileges hereby granted, City shall have, and Grantee hereby grants to it, the right and privilege to suspend and maintain wires and necessary control boxes on poles placed by the Grantee in the streets, and other places aforesaid, or if such wires are placed underground, to place/maintain in the pipes or conduits of Grantee, if space therein is available, wires which City may require for fire and police purposes. All such wires shall be placed on the poles or in conduits so as not to interfere with communication service and shall not carry currents or voltage dangerous to telephone plant or telephone users and all installations, maintenance and repairs shall be subject to the rules, regulations and supervision of the Grantee. City agrees in consideration of the establishment of this service and the furnishing of such facilities to hold Grantee entirely free and harmless from all claims or liability for damage which may arise out of the operation of these special services.

As further consideration Grantee agrees to pay to City 3% (three percent) of the gross annual revenue for local exchange service rendered subscriber with the city limits, such revenue to be determined in accordance with the lawful rates and rate groupings applicable to the exchange, exclusive of extended area service. Such payments shall be made by Grantee on or before March 15 of each year for the calendar year preceeding and the first and last payments shall be for the fractional part of the calendar year, during which this franchise is in effect.

SECTION 8. It is understood and agreed that the percentage to be paid to the City by Grantee under the terms and provisions of Section 7, above, is the standard franchise fee paid by the Grantee to other cities it serves for the rights, privileges and franchises of the nature contemplated herein, and in the event that during the term hereof the Grantee shall agree

1 in a negotiated franchise to pay any city in Oregon a percentage rate of  
2 compensation exceeding that provided for herein, said increased rate of  
3 compensation shall thereafter be payable to the City and this ordinance  
4 and franchise shall be amended accordingly.

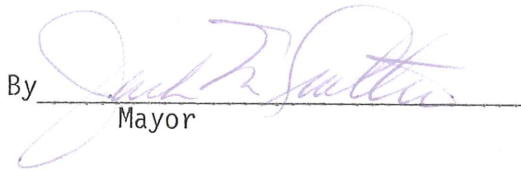
5 SECTION 9. The rights, privileges and franchise hereby granted  
6 shall continue and be in full force for a period of ten (10) years from the  
7 date of its passage. However, this franchise shall be inoperative unless  
8 it is accepted in writing by the Grantee within sixty (60) days after the  
9 date of its passage.

10 SECTION 10. All ordinances and parts of ordinances of previous date,  
11 insofar as the same are in conflict herewith, are hereby repealed and  
12 annulled.

13  
14 INTRODUCED AND ADOPTED this 7 day of Dec 1981

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16 CITY OF DUNDEE, OREGON

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18  
19 ATTEST:

20 By   
Mayor

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22   
23 City Recorder

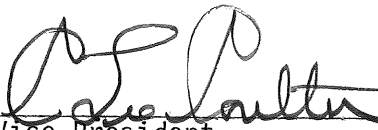
1 General Telephone Company of the Northwest, Inc., a corporation,  
2 hereby unconditionally accepts Ordinance No. 239 of the City of Dundee  
3 and all of the terms, provisions and conditions thereof, said Ordinance  
4 No. 239 being entitled:

5 An Ordinance granting a non-exclusive telephone utility  
6 franchise to General Telephone Company of the Northwest,  
7 Inc., fixing terms, conditions and compensation of such  
8 franchise.

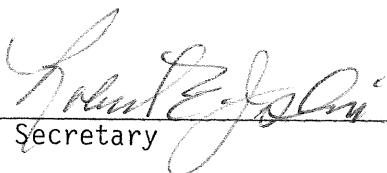
9 Which said Ordinance No. 238 was passed and adopted by the Council  
10 and approved by the Mayor of said City of Dundee on the \_\_\_\_\_ day of  
11 \_\_\_\_\_, 1981.

12 IN WITNESS WHEREOF said General Telephone Company of the Northwest,  
13 Inc. has caused this acceptance of said Ordinance to be signed by its Vice  
14 President, and its corporate seal to be affixed hereto and attested by its  
15 Secretary, this 18th day of December, 1981.

16  
17 GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

18  
19 By   
20 Vice President

21 ATTEST:

22   
23 Secretary