

ORDINANCE NO. 2791

AN ORDINANCE GRANTING TO THE GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., A WASHINGTON CORPORATION, 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 PURPOSES IN, UPON AND OVER THE STREETS, ALLEYS, AVENUES, THOROUGHFARES AND PUBLIC HIGHWAYS IN THE CITY OF COOS BAY, OREGON, AND TO EXERCISE THE PRIVILEGE OF OPERATING TELEPHONE INSTRUMENTS IN AND OF DOING A TELEPHONE BUSINESS WITHIN THE SAID CITY OF COOS BAY, AND REPEALING ORDINANCE NO, 2382.

The City of Coos Bay ordains as follows:

Section 1. There is hereby granted by the City of Coos Bay to the General Telephone Company of the Northwest, Inc., a Washington Corporation, its successors and assigns, the right and privilege to do a General Telephone Business within the said City of Coos Bay and to place, erect, lay, maintain and operate in, upon and over the streets and alleys, avenues, thoroughfares and public highways within the said City, poles, wires and other appliances and conductors for the transmission of electricity for telephone purposes. Such wires and other appliances and conductors may be strung upon poles and 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. Upon approval of the Director of Public Works it shall be lawful for the General Telephone Company to make all needful and necessary excavations in any of said streets, alleys, avenues, sidewalks and public highways in said City for the purpose of erecting and maintaining poles or other supports for said wires or other conductors underground or for the repairing of same. Said work shall be done in compliance with the rules, regulations, ordinances and order which have been heretofore or which may hereafter during the continuance of this franchise, be required by the said City of Coos Bay.

Section 3. Whenever the said General Telephone Company shall disturb any of the streets, alleys, avenues, thoroughfares, sidewalks and public highways for the purpose of aforesaid, said General Telephone Company shall restore the same to good order and condition as soon as practicable without unnecessary delay and failing to do so, the City of Coos Bay shall have the right to fix a reasonable time within which such repairs and restoration shall be made by said Company, and upon failure of such repairs and restoration being made by the Company, the City of Coos Bay shall cause such repairs to be made at the expense of said General

Telephone, 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 Coos Bay from sewerage, grading, paving, repairing, altering or improving any of the streets, alleys, avenues, thoroughfares, sidewalks and public highways within the City of Coos Bay in or upon which the poles, wires, conductors, conduits, pipes or other apparatus may 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 it becomes necessary to temporarily rearrange, remove, lower or raise the wires, cables or other plant of the General Telephone Company for the passage of buildings, machinery or other objects, the said Company shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided however, that the person or persons desiring to move any such buildings, machinery or other objects, shall pay the entire actual cost to the said Company of changing, altering, moving, removing or replacing its wires, cables, or other plant so as to permit such passage, and shall deposit in advance with said Company, its successor and assigns, a sum equal to such cost as estimated by said company, and assigns, and shall pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be occasioned through the negligence of said Company so as to permit such passage. Said Company shall be given not less than ninety-six (96) hours written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such buildings or other objects over and along the streets, alleys, avenues, thoroughfares and public highways of the City of Coos Bay and shall bear the approval of said City by the city mayor or such other official as may be designated. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause the said Company unnecessary expense or waste of time. The provisions of this section shall be carried out in accordance with the ordinances of the City of Coos Bay regulating such matters.

Section 6. In consideration of the rights and privileges hereby granted the City of Coos Bay shall have and the said General Telephone Company hereby grants to it the right and privilege to suspend and maintain on poles placed by said General Telephone Company in the streets and other places of said City any and all wires which said City may require exclusively for its own use for fire alarm and police telegraph purposes, free of charge to the City of Coos Bay, or, if said wires are placed underground, the joint use of one duct in each conduit run of the underground system of the said General Telephone Company free of charge to said City, and all such wires shall be placed upon the poles or in the conduits so as not to interfere with telephone service and shall not carry currents of 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 said General Telephone Company. The

City also agrees, in consideration of the establishment of this service and the furnishing of these facilities to, hold the said General Telephone Company entirely free and harmless from all liability from any claim or damages which may arise out of the operation of these special services. The City also agrees that the said General Telephone Company in no way guarantees the operation of any facilities utilizing any equipment supplied by the city or facilities over which the said General Telephone Company does not have full and complete control.

Section 7. The rights, privileges and Franchise hereby granted shall continue and be in full force for a period of twenty (20) years from the date of passage of this ordinance. However, this ordinance shall be inoperative unless it is accepted in writing by the grantee within sixty (60) days after the date of its passage.

Section 8. All ordinances and parts of ordinances of previous date, insofar as the same are in conflict herewith, are hereby repealed and annulled.

Passed by the Council and approved by the Mayor May 14, 1979.