

ORDINANCE NO. 203

AN ORDINANCE GRANTING TO THE WEST COAST 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 PURPOSES, IN AND UPON THE STREETS, ALLEYS, AVENUES AND THOROUGHFARES AND PUBLIC HIGHWAYS, IN THE TOWN OF GRANITE FALLS, WASHINGTON, AND EXERCISE THE PRIVILEGE OF OPERATING TELEPHONE INSTRUMENTS IN, AND DOING A TELEPHONE BUSINESS WITHIN THE SAID TOWN OF GRANITE FALLS, WASHINGTON.

BE IT ORDAINED, by the council of the Town of Granite Falls:

Section 1: That there be, and hereby is granted upon the consideration and conditions in this Ordinance contained, to the West Coast Telephone Company, a corporation organized and existing under the laws of the State of Washington, its successors and assigns, for the period of ten (10) years from and after the affective date of this Ordinance, the right, privilege and authority to construct, install, replace, extend, maintain and operate a general telephone and telegraph system and facilities therefor, within the Town of Granite Falls, and place, erect, lay, maintain and replace in, upon, along and under all of the streets, alleys and other public highways of said City, poles, conduits, wires, cables and other facilities for the conduct and operation of a general telephone business and the transmission of electricity therefor.

The Grantee does hereby agree that after the effective date hereof all new poles or extensions, except replacement of damaged or deteriorated poles, shall be erected in the public alleys of the Town of Granite Falls; and provided further, that when required by public convenience or necessity and in the absence of alleys which may be suitably used for such purposes, such poles may be erected upon public streets or highways.

Provided still further, however, that if at any time hereafter the Town of Granite Falls shall pave any street, alley or highway or portion thereof, or otherwise permanently improve the same, the Town shall in such event give the Grantee ninety (90) days notice of intention to make such improvement, and shall further give the Grantee thirty (30) days notice of the date the improvement shall be made. The Grantee shall, within ninety (90) days of notice of intention and within thirty (30) days of date improvement shall be made, whichever date is the later, either remove and relocate any poles of the Grantee so as to conform to

the new grade and not obstruct the proposed improvement, or the Grantee may, at its option, lay down in advance of such change of grade or improvement and in such a way as not to delay or interfere with the same, underground pipes or conduits in such street, alley or public highway, or portion thereof, to be so improved.

Section 2: The said Grantee, its successors and assigns, may make all necessary excavations in any of said streets, alleys or public highways for the purpose of erecting and maintaining poles and other supports for its wires and conductors and for repairing the same, and for the purpose of laying and repairing and maintaining and operating its wires and other conductors therein as authorized under this franchise. All poles erected pursuant to the terms of this Ordinance shall be erected in a good and substantial manner and placed immediately behind the curb or along the edge of the alley, unless otherwise directed by the Mayor and/or Town Council. The location and construction of all underground pipes or conduits or lines in any street, alley or public highway shall be such as the Mayor and/or Town Council shall approve subject to the terms of this Ordinance. Whenever any excavations shall be made pursuant to the authority herein granted, the Grantee, its successors or assigns, shall, as soon as possible, restore the portion of the street, alley or public highway excavated to the same good order and condition in which it was prior to such excavating or working, and all said work shall be done in compliance with the necessary rules, regulations and ordinances of said Town of Granite Falls.

Section 3: That the Grantee, by its acceptance of this Ordinance and the franchise rights, privileges and authority hereby granted, for itself, times to protect and save harmless and said Town from all claims, action, suits, liability, loss, cost, expense or damage of every kind and description which may accrue to or be suffered by any person or persons by reason of the erection, construction, re-construction, re-location, re-placement, re-adjustment, maintenance, operation, repair or use of the poles, conduits, wires cables and other facilities, appliances and conductors owned or operated by said Grantee, its successors or assigns, and in case of any suit or action shall be instituted or begun against the Town for damages arising by reason thereof, further covenants and agrees upon notice to it, of commencement of said action or suit, to defend the same at the sole cost and expense of said Grantee, its successors or assigns; and if, after tender of defense to Grantee, judgment shall be rendered against said Town in such suit or action, to satisfy fully said judgment within ninety (90) days after such suit or action shall have finally been determined, if determined adversely to the Town.

Section 4: That nothing in this Ordinance shall be construed as in any way preventing the proper authorities of said Town from sewerage, grading, paving, planking, repairing, altering or in any other manner improving any of the streets, alleys or public highways of said Town or any portion thereof.

Section 5: Whenever notice shall have been given to the Grantee to relocate any pole or poles, or to relocate or reconstruct any underground conduit, improvement, then, if the said Grantee shall not within a reasonable time, after receiving such notice, make such required changes, such poles, pipes or conduits may be relocated or changed by said Town at the expense of the Grantee, its successors or assigns.

Section 6 The Grantee, by its acceptance of this Ordinance and the franchise, rights, privileges and authority herein granted, covenants and agrees for itself, its successors and assigns to comply with and be bound by the terms of this ordinance, and to perform each of the covenants and conditions set forth. The Grantee shall be deemed to have forfeited all of its rights, privileges and franchises unless it shall, within sixty (60) days after the passage of this ordinance, file with the Town Clerk of said Town its written acceptance of the rights and privileges hereby conferred, and the obligations and conditions hereby imposed.

Section 7: No sale, lease or assignment of this franchise shall be effective until the assigns or lessee shall have filed in the office of the Town Clerk of the Town, an instrument, duly executed, reciting the fact of the sale, lease or assignment and accepting the terms of this franchise, and agreeing to perform the conditions required of the Grantee.

Section 8: Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the wires, cables or other plant of the said Grantee for the passage of buildings, machinery, or other objects, the said Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant, as the necessities of the case required; PROVIDED, HOWEVER, that the person or persons desiring to move any such building, machinery, or other objects shall pay the entire actual cost to the Grantee of changing, altering, removing or replacing said wires, cables or other plant as to permit such passage and shall deposit in advance with said Grantee, a sum equal to such cost as estimated by said Grantee and shall pay all damages and claims of every kind, whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, removing or replacing or said wires, cables or other plant, except as may be occasioned through the negligence of Grantee, so as to permit such passage. The Grantee, its successors and assigns, shall be given not less than ten (10) days written notice by the party desiring to move such building or object. Said notice shall detail the route

of movement of such building or objects over and along the streets and shall bear the approval of said Town, by such official as the said town shall designate, and such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause the Grantee unnecessary expense or waste or time. Upon application to said Grantee by any person or persons desiring to move any building, machinery or other object, and upon advice as to the route or moving thereof, said Grantee shall certify to any person or persons the amount of expense to Grantee for changing, altering, removing or replacing said wires, cables, or other plant, and said Grantee shall in no event charge any person or persons any sum in excess of the amount so certified, except by reason of the acts or neglect of such person requesting such removal or other intervening acts or circumstances not the fault of Grantee. The provisions of such section shall be carried out in accordance with the Ordinances of the Town regulating such matters; PROVIDED, HOWEVER, this section, except provisions for notice unto Grantee, shall not apply to the Town when engaged in the performance of any public work as in this franchise provided. The Grantee, at its option, may, prior to doing the work above mentioned, demand a bond or other reasonable security to insure payment of the amount of expense anticipated to be incurred by Grantee.

Section 9: That as consideration for the granting and execution of this franchise, the West Coast Telephone Company agrees to furnish to the Town of Granite Falls four (4) telephones, each being connected to a four-party line and each located within the city limits, for town business, all without charge to the Town of Granite Falls.

Section 10: All ordinances and parts of ordinances of prior date are hereby repealed and annulled insofar as the same are in conflict herewith.

Passed this 25th day of March, 1957.  
Approved this 8th day of April, 1957.

JACK WEBB, Mayor

ATTEST:

M. ENGBRETSSEN  
Town Clerk

Published: April 25th, 1957.