

ORDINANCE NO. 39

AN ORDINANCE GRANTING CERTAIN RIGHTS TO SAM
POMPEO, HIS HEIRS AND ASSIGNS, IN THE VILLAGE
OF MAXWELL, STATE OF NEW MEXICO

BE IT ORDAINED by the Board of Trustees of the Village of Maxwell,
State of New Mexico:

Section 1. There is hereby granted to Sam Pompeo, his heirs and assigns, for a period of twenty-five (25) years from and after the date of the passage of this ordinance, the right and privilege to construct, erect, operate and maintain in, upon, over and under the streets, alleys, public ways and public places, now or hereafter laid out or dedicated, and all extensions thereof, and additions thereto in said Village, poles, wires, cables, underground conduits, man-holes, and other telephone fixtures necessary or proper for the maintenance and operation in said Village of a telephone exchange, and lines connected therewith; provided, however, that no poles, or other fixtures shall be placed where the same will interfere with any gas lamps, electric lights, water hydrant, or water main, and all such poles or other fixtures placed in any street shall be placed at the outer edge of the sidewalk and inside the curb line, and those places in alleys shall be located close to the line of the lot abutting on said alley, and then in such manner as not to interfere with the usual travel on said streets and alleys.

Section 2. The said Sam Pompeo at all times during the life of this franchise shall be subject to all lawful exercise of the police power of the Village, and to such reasonable regulations thereunder as the Village may by ordinance hereafter provide. It is expressly understood and agreed that said Sam Pompeo shall save the Village harmless from all losses sustained by the Village on account of any suit, judgment, execution, claim or demand whatsoever resulting from his negligence in the construction or maintenance of his telephone system in the Village. It is agreed that the Village shall

notify said Sam Pompeo or his representative in said Village within five (5) days after the presentation of any claim or demand either by suit or otherwise, made against the Village on account of any such negligence as aforesaid on the part of said Sam Pompeo.

Section 3. The Village shall have the privilege during the life of this franchise, free of charge, where aerial construction exists, of obtaining upon the poles of said Sam Pompeo within the Village limits wires and pole fixtures necessary for a fire alarm and police alarm system, such wires and fixtures to be placed and maintained under the supervision of said Sam Pompeo. The Village, in its use and maintenance of such wires and fixtures, shall at all times comply with the rules and regulations of said Sam Pompeo, so that there may be a minimum danger of contact or conflict between the wires and fixtures of Sam Pompeo and the wires and fixtures used by the Village. It is further agreed, in order to avoid danger to life and property, that the above privilege is granted on condition that no police or fire alarm wires or fixtures of the Village shall be placed on poles carrying electric light or power wires, nor shall said police or fire alarm wires or fixtures be exposed, without the consent of said Sam Pompeo, to the danger of contact with any conductor carrying a voltage greater than the normal telephone voltage.

The Village shall be solely responsible for all damage to persons or property arising out of the construction or maintenance of said police and fire alarm fixtures to the poles of said Sam Pompeo. In cases of rearrangement of said Sam Pompeo's plant, or removal of poles or fixtures, the Village shall save said Sam Pompeo harmless from any damage to persons or property arising out of the removal or construction of its wires or other fixtures.

Section 4. Any person or corporation desiring to move a building or other structure along, or to make any unusual use of the streets, alleys and public ways of the Village which shall interfere with the poles, wires or fixtures of said Sam Pompeo or Village shall first give notice to the said Sam

Pompeo or the Village, as the case may be, and shall pay to the said Sam Pompeo or the Village, as the case may be, a sum sufficient to cover the expense and damage incident to the cutting, altering and moving of the wires or other fixtures of said Sam Pompeo or Village, and before a permit is given by the Village therefor, the applicant shall present a receipt from said Sam Pompeo showing said payment; thereupon the said Sam Pompeo, upon presentation of said permit, shall within forty-eight (48) hours thereafter provide for and do such cutting, altering and moving of said wires and fixtures as may be necessary to allow such moving or other unusual use of the streets, alleys and public ways of the Village.

Section 5. It is expressly understood and agreed by and between the Village and said Sam Pompeo that the grant or acceptance of any franchise, shall not constitute a waiver, either upon the part of said Sam Pompeo or of the Village, of any rights or claims had or made by either with respect to the occupancy of the streets, alleys and public places of the Village under the Laws of the State of New Mexico, and under the constitution and general statutes of the State of New Mexico, nor shall it in any wise prejudice or impair any rights or claims existing independently of this franchise, of the Village or of the said Sam Pompeo, or his predecessors or heirs or successors, with respect to the construction, operation and maintenance, either before or after the life of this franchise, of a telephone system in the Village.

Section 6. This ordinance shall be in force and effect on and after its passage and approval, upon filing by said Sam Pompeo with the Village Clerk of an acceptance thereof in writing, which acceptance shall be filed within thirty (30) days after such passage and approval.

Passed this 16th day of August, A.D. 1973

Approved this 6th day of August, A.D. 1973



Sam Pompeo
 Mayor

Julio Adame
 Village Clerk