

ORDINANCE NO. 24

AN ORDINANCE GRANTING TO PORTLAND GAS & COKE COMPANY, A CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF 20 YEARS FROM AND AFTER JANUARY 13, 1953, THE RIGHT AND FRANCHISE TO LAY, MAINTAIN AND OPERATE MAINS, PIPES, AND APPURTENANCES IN THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, AND PUBLIC PLACES OF THE TOWN OF TROUTDALE, FOR THE PURPOSE OF SUPPLYING GAS TO THE TOWN OF TROUTDALE AND THE INHABITANTS THEREOF, AND OTHERS.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE TOWN OF TROUTDALE:

SECTION 1. The Town of Troutdale (hereinafter called the Town) hereby grants to Portland Gas & Coke Company and its successors and assigns (hereinafter called Grantee), for a period of 20 years from and after January 13, 1953, the non-exclusive right and franchise to lay, maintain, and operate mains, pipes, and all necessary or desirable appurtenances in and upon the present and future streets, alleys, highways, and public places of the Town, for the purpose of supplying gas to the Town and the inhabitants thereof and to persons living beyond the limits thereof.

SECTION 2. Whenever Grantee shall excavate or do any other work on any part of any street, alley, highway, or public place within the Town, Grantee shall promptly restore such part of such street, alley, highway, or public place to as good condition as the same was in prior to such excavation or other work thereon by Grantee. In the event of Grantee's failure to make such restoration promptly to the satisfaction of the Town, the Town by its Council shall have the right, on notice to Grantee, to specify a time within which such restoration shall be completed by Grantee; and upon Grantee's failure to complete such restoration to the satisfaction of the Town within the time so specified, the Town may cause such restoration to be completed by such agency as the Town may direct, and the cost thereof shall be paid by Grantee. The Town may require that any opening required by Grantee in any hard-surface pavement shall be replaced by the Town or under its direction, in which event the cost of replacing such pavement, including the cost of supervising and inspection, shall be paid by Grantee; and in any such case the Town may require Grantee to deposit with the Town Treasurer in advance a sum of money sufficient to pay the estimated cost of such work. Except in emergencies, no opening shall be made by Grantee in any such hard-surface pavement until the Town shall determine whether or not such deposit shall be required.

SECTION 3. Nothing in this ordinance shall be construed as preventing the Town from sewerage, grading, paving, or doing any other work as required on any of the streets, alleys, highways, or public places of the Town, but all such work shall be done in such manner as not unnecessarily to interfere with the safe and convenient use and operation by Grantee of its gas pipes and other property therein. In case any such work by the Town shall necessitate the lowering or relocating of any of the Grantee's pipes or other property, Grantee, on reasonable notice from the Town, shall lower or relocate its gas pipes or other property at its own expense in such manner as shall be necessary to accommodate such work. Upon the failure of Grantee to do such work promptly as required by such notice, the Town may cause such work to be done by such other agency as it may select, and the cost thereof shall be paid by Grantee.

SECTION 4. Grantee shall indemnify and save harmless the Town and its officers and agents against and from all damage, cost and expense to which it or they may be subjected by reason of any negligent act or omission of Grantee, its agents or servants, in any manner arising out of the conduct of Grantee's gas business within the Town.

SECTION 5. The gas service to be supplied under this franchise, and all rates and charges of Grantee for such service, shall at all times be subject to such reasonable rules and regulations as may lawfully be prescribed by the Public Utilities Commissioner of Oregon or by any other body having lawful jurisdiction in the premises. Subject to emergencies or conditions beyond the control of Grantee, the gas service to be supplied by Grantee under this franchise shall at all times be of a standard equal to that furnished by Grantee within

the corporate limits of the City of Portland.

SECTION 6. Grantee, in making necessary excavations in any of the streets, alleys, highways, or public places of the Town for the purpose of laying, repairing and adjusting its gas mains, pipes and appurtenances, shall be subject to the direction of the Town or of such official or committee as the Town may designate. Grantee shall furnish and file with the Town Recorder a map or blue print showing the location of all gas mains, pipes and services within the Town, and shall bring such map to date at any time upon reasonable notice from the Town.

SECTION 7. As compensation to the Town for the franchise hereby granted, Grantee shall pay to the Town an amount equivalent to One per cent (1%) of Grantee's gross revenues from the sales of gas within the corporate limits of the Town during each calendar year, and proportionally for the fractional calendar years of 1952 and 1972 during which this franchise shall be in effect. Such payment shall be made within sixty (60) days after the close of each such calendar year or each such fraction thereof.

SECTION 8. Grantee shall file with the Recorder of the Town its written acceptance of the right and franchise hereby granted and the obligations hereby imposed, within thirty (30) days from and after the date when this ordinance shall become effective; and this ordinance shall become null and void unless such acceptance is so filed. Grantee shall at all times fully and faithfully perform all of the terms, provisions and conditions of this ordinance. It shall supply efficient service hereunder, and shall maintain its property in good order and repair throughout the entire term hereof. Upon default by Grantee in any of its obligations hereunder and the continuance of such default for a period of thirty (30) days from and after the receipt of notice from the Town specifying such default, the Town may by ordinance, and for good cause shown, cancel and terminate this franchise and all further rights of the Grantee hereunder.

First reading December 9, 1952

Second reading by Title December 9, 1952

Third reading and passed January 13, 1953

APPROVED:

/s/ Richard Knarr
Mayor of the Town of Troutdale

ATTEST:

January 13, 1953.

/s/ Jessie Overstad
Recorder of the Town of Troutdale