

ORDINANCE BILL No. 14  
for 1956

ORDINANCE NO. 940

AN ORDINANCE GRANTING TO PACIFIC POWER & LIGHT COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR A TERM OF 20 ~~YEARS~~ <sup>YEARS</sup> TO ENGAGE IN BUSINESS AS A PUBLIC UTILITY WITHIN THE CORPORATE LIMITS OF THE CITY OF LEBANON, OREGON; TO LAY, MAINTAIN AND OPERATE FACILITIES IN AND UNDER STREETS, ALLEYS AND OTHER PUBLIC PLACES THEREIN FOR THE TRANSMISSION AND DISTRIBUTION OF WATER; TO SELL AND DELIVER WATER TO THE CITY AND ITS INHABITANTS AND OTHERS; AND FIXING THE TERMS AND CONDITIONS THEREOF.

THE PEOPLE OF THE CITY OF LEBANON ORDAIN AS FOLLOWS:

Section 1. GRANTING CLAUSE. Upon the terms and conditions contained in this Ordinance, the City of Lebanon, Oregon (herein called the "City"), hereby grants to Pacific Power & Light Company, a corporation, and to its successors and assigns (herein called the "Grantee"), the right, privilege and franchise (herein collectively called the "franchise"), to act and engage in business as a public utility within the corporate limits of the City; to lay, construct, maintain and operate in and under the surface of the present and future streets, highways, bridges, alleys and other public places within the present and future corporate limits of the City, canals, mains, pipes, hydrants, and other facilities, and appurtenances thereto (herein collectively called the "facilities"), for the transmission and distribution of water for all useful purposes; and to sell and deliver such water to the City and its inhabitants and to persons and territory outside the corporate limits of the City. All such facilities now maintained by the Grantee within the corporate limits of the City shall be deemed covered by this Ordinance, and the present location thereof hereby is ratified and approved.

Section 2. DURATION; NON-EXCLUSIVE. This franchise is granted for a term of 20 years from the date when this Ordinance becomes effective, and shall be non-exclusive.

Section 3. MAINTENANCE OF FACILITIES. All of the Grantee's facilities shall be constructed and at all times maintained in good order and condition, and in accordance with standard engineering practice and all

applicable safety codes and lawful governmental regulations. The City shall have authority at all times in furtherance of the safety, convenience and welfare of the public, to control by appropriate regulations the location, elevation, depth and manner of construction and maintenance of the Grantee's facilities in, under and upon the city streets, highways, bridges, alleys and other public places, subject to the provisions of any state laws applicable thereto; and the Grantee shall promptly conform with all such regulations.

Section 4. STREET EXCAVATION AND RESTORATION. It shall be lawful for the Grantee to make all needful or convenient excavations in any of the streets, highways, alleys, avenues, boulevards and thoroughfares of the City for the purpose of constructing, laying, maintaining and operating canals, pipes, hydrants and other fixtures in, or under ground for the purpose aforesaid, or to repair and improve such water system and to extend the same as the growth of said City or the needs of the inhabitants thereof may require; provided, that when the Grantee shall disturb any of said streets, alleys, avenues, boulevards, thoroughfares, bridges or other public places, for the purpose aforesaid, it shall comply with the ordinances of the City applicable thereto, and shall within ten days after completion of the work restore the same to as good order and condition as it was before the work was commenced, and in so doing shall remove the surplus earth, rocks, rubbish and other debris from the street, highways, alleys, avenues, boulevards, bridges or other public places occasioned by the doing of said work and shall refill any excavation occasioned by such work and shall thereafter do such filling and packing as may be necessary to maintain the portion excavated at all times in the same condition as before the excavation, and failing to do so after five (5) days' notice from the street superintendent or street committee of the Council of said City, the said street superintendent or street committee may remove said surplus earth, rocks, rubbish and other debris and may place the said street, alley, avenue, boulevard, or thoroughfare,

or other public place in such condition at the expense of the City and the City may recover from the Grantee the amount of the cost thereof.

Section 5, INDEMNIFICATION. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expense or liability arising from or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's facilities.

Section 6. RATES. The water service to be furnished to the public hereunder and all rates and charges to the Grantee for such service shall at all times be subject to such reasonable rules, regulations and orders as may from time to time be lawfully prescribed by the Public Utilities Commissioner of the State of Oregon, or by any other governmental authority now or hereafter having jurisdiction over such matters. Until changed in the manner prescribed by law, the rates and charges for such service shall be as specified in Grantee's tariff designation "Public Utilities Commissioner, Oregon, No. 6", copy of which is now on file with the Recorder of the City.

Section 7. MAINTENANCE OF SERVICE. The Grantee its successors and assigns, shall maintain and operate a system for the distribution of water in the City so as to furnish what shall be known as twenty-four hour service but the Grantee does not guarantee continuous and uninterrupted service under the terms hereof, and in no circumstances shall the Grantee be held liable or responsible on account of interruption or failure of service caused by storms, washouts, accidents, floods, acts of God or the public enemy, war, strikes, damage by the elements or damage to plant or equipment, or other cause beyond the reasonable control of the Grantee, nor in any event for consequential damages; however, the Grantee does agree to use due diligence to maintain continuous and uninterrupted service.

Section 8. ACQUISITION OF FACILITIES. The Grantee by its acceptance of this Ordinance expressly agrees that the City shall have the

right, at any time during the term of this franchise and until its expiration to acquire all of the water utility property and water facilities of the Grantee situated within the corporate limits of the City in the manner provided by law; provided, however, that no value of this franchise shall be taken into account in fixing the price to be paid by the City for such property and facilities.

That at the expiration of the term or period for which this franchise is granted the City shall have the right, upon the payment therefor of the fair valuation, to purchase and take over to itself the water property of said Grantee and all equipment thereto connected with the operation of the Grantee in its entirety and which may be situated upon, in, above or under the streets and other places aforesaid or used in connection therewith.

Said valuation shall be agreed upon by the City and the Grantee, or in case they cannot agree, then by arbitration, whereby each party shall select one person to act as arbitrator, and the two so selected shall select a third person to act with them, and the three so selected, after hearing all of the evidence submitted by either party, shall thereupon make and fix a fair valuation of said property.

Said decision or award shall be in writing in duplicate and signed by said arbitrators, or a majority of them, and one copy thereof shall be filed with the City Recorder and the other copy thereof with the Grantee, and the decision of the majority shall be binding upon the parties; but in no case shall the valuation of this franchise be considered or taken into account in fixing such valuation, but such valuation shall be based upon the costs of construction and of replacing such plant and property.

The water plant as well as the property, if any, of the Grantee situated on, in, above or under the places, streets and avenues and other places aforesaid and used in connection therewith shall thereupon be and become the property of the City of Lebanon upon an ordinance duly enacted

authorizing the same, and upon the City of Lebanon paying said valuation to said Grantee.

Section 9. COMPENSATION. As compensation for the franchise herein granted, the Grantee shall pay to the City annually the sum of Five Hundred Dollars (\$500.00) which the City hereby finds and determines to be fair and just compensation therefor. The first annual payment to the City shall be made on the first day of April 1957, and a like payment shall be made on the first day of April of each and every year thereafter during the term of this franchise.

Section 10. FLUORIDATION. If at any time during the term of this franchise the City shall enact a lawful ordinance requiring fluoridation of water supplied to the public therein, the Grantee agrees to comply therewith and may add the reasonable cost thereof to its billings.

Section 11. EXTENSIONS OUTSIDE CORPORATE LIMITS. During the term of this franchise the Grantee shall not extend its facilities into territory outside the corporate limits of the City if in consequence thereof adequate pressure cannot be maintained in its facilities within the corporate limits of the City.

Section 12. REVOCATION AND FORFEITURE. The franchise hereby granted may be revoked and forfeited by the City, by duly enacted ordinance, in the event the Grantee shall fail, after reasonable notice or demand, to comply with any of the terms, conditions, or obligations imposed upon the Grantee hereunder.

Section 13. ACCEPTANCE. Within thirty (30) days from and after the effective date of this ordinance, the Grantee shall file with the Recorder of the City its unconditional written acceptance of this ordinance, and in the event the Grantee shall fail so to file such acceptance this ordinance shall become null and void.

Section 14. EFFECTIVE DATE. This ordinance shall be and remain in full force and effect from thirty (30) days after its passage by the Council and its approval by the Mayor.

Section 15. REPEAL. All ordinances in conflict herewith are hereby repealed.

Passed by the Council and approved by the Mayor this 15th day of May, 1956.

R. L. Luggan.  
Mayor, City of Lebanon, Oregon

Attest:

Walter R. Sherry  
Recorder, City of Lebanon, Oregon

First Reading Apr 3, 1956  
Second & Third Readings May 15, 1956

See 96 Article II of  
Charter of City of Lebanon

Water Ordinance  
Publish

~~Apr 9, 16~~

Sec 96-97 - 30 days passage  
after 1st reading

Adv. Apr 23, 30 -  
30,

2<sup>nd</sup> 3<sup>rd</sup> reading  
May 15



NOTICE OF PROPOSED ORDINANCE FOR WATER FRANCHISE  
TO PACIFIC POWER & LIGHT

Notice is hereby given by the Comon Council of the City of Lebanon that Ordinance hereinafter set forth was introduced and read for the first time at the regular Council meeting of April 3rd, 1956, and that the second reading of said Ordinance will be had on May 15, 1956, at the regular Council meeting. Said Ordinance being in the following form, to-wit:

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