

AN ORDINANCE giving and granting to the Portland General Electric Company, its successors and assigns, franchises and rights to erect, maintain, use and remove poles, wires, cables, ducts, appliances and apparatus for conducting and using electricity in, under, upon and over any and all of the streets, alleys, roads, ways, public parks and public grounds of the Town of Milwaukie, in the County of Clackamas, State of Oregon, within the limits and boundaries of said Town as said Town now is and hereafter may be bounded and constituted and have its limits, and in, under, upon and over any and all lands now and hereafter owned, or under the control of said Town of Milwaukie, whether such lands, at any time, be inside or outside the limits or boundaries of said Town as now or then bounded or constituted.

MILWAUKIE DOES ORDAIN AS FOLLOWS:

Section 1. That Portland General Electric Company (a corporation incorporated, organized and existing under the laws of the State of Oregon, and having its principal office at the City of Portland, Oregon) its successors and assigns for and during the term hereafter provided, be and they are hereby given and granted the franchise and right to erect, maintain, use and remove electric light, electric power (and for any and all purposes for which electricity may now or hereafter be used) poles, wires, cables, ducts, appliances, and apparatus and other poles, wires, cables, ducts, appliances and apparatus for conducting and using electricity (for supplying the Town of Milwaukie, in the County of Clackamas, State of Oregon, and its inhabitants, and the Public) in, under, upon and over any and all of the streets, alleys, roads, ways, public parks and public grounds, of or in said Town within the limits and boundaries of said Town as said Town now is, and hereafter may be, bounded, constituted and have its limits and in, under, upon and over any and all lands now and hereafter owned or under the control of said Town whether such lands, at any time, be inside or outside the limits or boundaries of said Town as now or then bounded or constituted.

Section 2. That said Portland General Electric Company, its successors and assigns, be and they are hereby given and granted the franchise and right to erect, maintain, use and remove electric light, electric power (and for any and all purposes for which electricity may now or hereafter be used) poles, wires, cables, ducts, appliances, and apparatus and other poles, wires, cables, ducts, appliances, and apparatus for conducting and using electricity in, under, upon and over any and all of the streets, alleys, roads, ways, public parks, and public grounds of or in said Town of Milwaukie, within the limits and boundaries of said Town as said Town now is, and hereafter may be, bounded, constituted and have its limits, and in, under, upon, and over any and all lands now and hereafter owned or under the control of said Town, whether such lands, at any time, be inside or outside the limits or boundaries of said Town as now or then bounded or constituted, to enable or assist, said Portland General Electric Company, its successors and assigns, to carry on and conduct its and their business elsewhere than in said town, as now and hereafter bounded, constituted and having its limits (or as a part of the business or system of said Portland General Electric Company, its successors or assigns) for supplying other town, cities, and their inhabitants, and the public with electricity.

Section 3. The said Portland General Electric Company, its successors and assigns, shall erect, maintain and use, such poles, wires, cables, ducts, appliances and apparatus (at locations to be designated by the council within ten days from application therefor) so as not to interfere with the free and unobstructed use of said streets and roads for travel, provided that it and they shall not be compelled to erect, maintain or use such poles, wires, cables, ducts, appliances and apparatus, so as to interfere with or prevent the Portland General Electric Company, its successors and assigns, from carrying on the business of furnishing electricity for light,

power and any and all other purposes to said Town or its inhabitants or to the public, or any thereof or to any other town or city, or its or their inhabitants, or to the public, or so as to interfere with or prevent said Portland General Electric Company, its successors and assigns, from carrying on or conducting its or their business elsewhere or as a part of its or their system of business.

Section 4. That all poles, wires, cables, appliances and apparatus heretofore and now erected and in use by said Portland General Electric Company, within the corporate limits and boundaries of said town and the erection thereof are hereby approved, ratified, and confirmed, and, in all respects, shall be, and be deemed to be, covered and within said franchise and rights herein given or granted as though erected or used under such franchises and rights, herein given or granted, or under any such franchises or rights.

Section 5. It is expressly provided that in case the limits or boundaries of said town, at any time or times, are made less or smaller than they were, or existed, prior thereto that all such franchises, rights, and privileges shall continue and exist, as to the part or parts of said town theretofore included in its limits or boundaries, as though said limits or boundaries had not been made so less or smaller.

Section 6. Whenever it shall become necessary in the erection, maintenance, use, or removal of any such poles, wires, cables, ducts, appliances and apparatus for the said Portland General Electric Company, its successors or assigns, to dig into or in any manner to interfere with any street, alley, way, public park, or public ground of said town, said Portland General Electric Company, its successors and assigns, shall without delay put such street, alley, way, public park or public ground, in as good condition as it was before it was so broken up, dug up or disturbed, and shall remove all surplus sand, earth, rubbish, or other material caused by such erection, maintenance or removal by said Portland General Electric Company, its successors or assigns.

Section 7. That the said Portland General Electric Company, its successors and assigns, shall upon the expiration of the present lighting contract with the said City of Milwaukie and annually thereafter, during the term of this franchise, enter into an agreement with the said city to provide electric lights for the use of the said city, in its public places and on its streets at the same rates as said Portland General Electric Company, its successors or assigns, may, during the year covered by said agreement be receiving from the City of Portland, Oregon, for similar lighting.

Section 8. That the said Portland General Electric Company, its successors or assigns, shall charge the same base rates for private incandescent lighting within the said City of Milwaukie as it or they may from time to time fix and establish as the base rates to be charged by it or them for similar lighting within the corporate limits of the City of Portland, Oregon.

Section 9. All rights, powers and privileges hereby granted shall terminate at the expiration of 25 years from the date of the acceptance of this franchise.

Section 10. The Portland General Electric Company shall within sixty days from and after the passage and approval of this ordinance, file with the recorder of the City of Milwaukie, its written acceptance hereof.

Approved Feb 12 1906
Wm. Shidler
Mayor

I hereby certify that the foregoing is a true and correct copy of Ordinance No 18 Introduced in the Council of Milwaukie on the 8 day of January 1906
A. F. Bowling
Marshal

