

ORDINANCE NO. 128.

...nce granting to the Portland Gas & Coke Company, a corporation, its successors and assigns, for a period of twenty-five (25) years, the privilege, and franchise to lay, maintain, and operate gas mains, and appurtenances thereto, in the present and future streets, and public highways of the Town of Milwaukie, and its successors, for the purpose of supplying gas to the Town of Milwaukie, and the inhabitants thereof, and others, for light, heat, power, and other purposes.

...of Milwaukie does ordain as follows:

1. There is hereby granted to the Portland Gas & Coke Company, hereinafter called the grantee, its successors and assigns for a period of twenty-five (25) years, from and after this ordinance becomes effective, the right, privilege, and franchise to lay, maintain and operate gas pipes, and conduits with all necessary posts and fixtures, and service connections, and all necessary or desirable appurtenances thereon and upon the present and future streets, alleys, and public highways of said Town of Milwaukie, and its successors, and to the inhabitants thereof, and to persons living beyond the limits thereof, for the purpose of supplying gas, for light, heat, power and other purposes.

2. Whenever the Portland Gas & Coke Company, its successors and assigns shall excavate, or in any manner disturb or interfere with any street, alley, or public highway within said Town of Milwaukie, it or they shall restore the same to its original condition and remove all material without unnecessary delay, and failing to do so, the Board of the Town of Milwaukie shall have the right to fix a certain amount of such repairs and restoration shall be completed, and the expense of such repairs and restoration being made by the grantee, its successors and assigns, within the time specified, said Town of Milwaukie and its Council may cause such repairs to be made at the expense of the Portland Gas & Coke Company, its successors or assigns, provided, that in exercising this franchise the Portland Gas & Coke Company, its successors and assigns, does hereby agree to indemnify and save harmless the Town of Milwaukie from any and all loss, damage or liability occasioned

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by reason of any work or operation of said Portland Gas & Coke Co successors and assigns, or the system to be installed under and by of this franchise.

Section 3. The Portland Gas & Coke Company, its successors and assigns shall not be permitted to charge or collect a higher rate than One Dollar and Twenty-five Cents (\$1.25) per thousand cubic feet of gas furnished, provided, however, that when the grantee, its successors and assigns shall have obtained one hundred (100) customers taking service from the mains in the Town of Milwaukie, it or they shall furnish and supply gas to the Town of Milwaukie and the inhabitants thereof, at the same rate on the same terms and conditions as it now is, or may hereafter be, to supply gas to the City of Portland, Oregon, and the inhabitants thereof; provided, further, that the grantee, its successors and assigns, shall not charge a higher rate than One Dollars (\$1.00) per thousand cubic feet for all gas furnished and supplied any one customer in any one month over and above two thousand cubic feet. The grantee, however, and its successors and assigns, may fix and collect a minimum charge of Fifty Cents (50¢) per month from each of its customers.

Section 4. The rights, privileges and franchise granted hereby shall be exclusive and shall be subject to such reasonable rules and regulations that may lawfully be prescribed by the Railroad Commission of Oregon, or any other public utility commission hereafter duly created by the State of Oregon.

Section 5. The grantee, its successors and assigns, shall extend its gas distributing system for the purpose of supplying gas to additional customers in said Town of Milwaukie with reasonable diligence at any time upon the receipt of written applications for such extension of ten feet from responsible residents; provided, that the extension so applied for shall require the laying of more than two thousand feet of additional pipe or main; provided, further, that the grantee, its successors and assigns, shall extend its gas distributing system for the purpose of supplying gas, upon the written application of one responsible resident, provided that the extension so applied for shall not require the laying of more than two hundred (200) feet of additional pipe or main, and provided, that the applicants shall agree to take gas from the grantee for twelve months

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Gas & Coke Co. of installing such extension.

under and The Town of Milwaukie may, by ordinance, declare this fran-
 chise, unless the grantee, its successors and assigns, shall
 successors and distribute gas distributing system and supply gas to consumers within the
 rate than Milwaukie, under the conditions hereinbefore provided, not later
 or gas for (4) months from date of the passage of this ordinance, unless
 construction be extended by said Town of Milwaukie.

This franchise shall be null and void unless grantee shall
 (30) days from the date of the passage hereof, file with
 of the Town of Milwaukie, its written acceptance of this
 and of the rights, privileges, and franchise hereby granted,
 obligations imposed hereunder.

the Council this 8th day of June, 1915.

the Mayor this 8th day of June, 1915. G. C. Pelton, Mayor.

Mathews, Recorder.