

ORDINANCE NO. 325

ance granting to the Portland General Electric Company, an  
his ordinance corporation, its successors and assigns the right, privilege  
rder's Court franchise to erect, construct and maintain an electric transmission  
ty Dollars distribution system, together with the necessary poles, wires,  
not exceedi ducts, conduits, appliances and apperatus connected therewith,  
t. t. ecting, transmitting and distributing electric energy in, under  
er and along any and all of the streets, alleys, roads, thorough-  
inance are public highways in the Town of Milwaukie, Oregon, within the  
limits and boundaries of said Town as said corporate limits  
aries of said Town now are or any hereafter be, for the  
on, sentence of supplying the said Town, its inhabitants and the public  
be adjudged with electric energy for all purposes for which electric  
o be unconf may be used.

ffect the does ordain as follows:

shall be Definitions:

tion, sub term "extension" as used in this franchise shall mean and  
be controver construed to mean a branch from, or continuation of, an  
primary or secondary distribution circuit, or both, to  
business. It may consist of poles, wires, conduits,

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transformers, customers' meters, and other materials and  
or it may consist of one or more wires on existing poles.

B. The term "service" is used in this franchise in its  
most comprehensive sense, and includes equipment and facilities,  
streets, alleys,

C. The term "franchise year" as used in this franchise shall  
and shall be construed to mean the twelve months or yearly period  
next following

1. The effective date of this franchise
2. Each anniversary of said effective date during the duration of  
this franchise.

Section 2. That the Portland General Electric Company, and its  
successors and assigns, for and during the term hereinafter provided,  
be and they are hereby given and granted the right, privilege and  
franchise to erect, construct, maintain, operate an electric transmission  
and distributing system, with the necessary poles, wires, cables, ducts,  
conduits and apparatus connected therewith, for conducting, transmitting  
and distributing electric energy in, under, upon, over and along  
all of the streets, alleys, roads, thoroughfares and public places  
in the said Town of Milwaukie, Oregon, within the corporate limits  
and boundaries of said Town as said corporate limits and boundaries  
of said Town now are or may hereafter be, for the purpose of  
supplying the said Town, its inhabitants and the public generally with  
electric energy for all purposes for which electric energy may be  
used; however, the said Portland General Electric Company, its  
successors and assigns, shall not construct, maintain or use electric  
transmission lines, in said Town of Milwaukie, carrying a voltage greater  
than that now carried by existing lines without first obtaining the consent  
of the Council of said Town of Milwaukie to do so; and provided  
nevertheless, that this franchise is subject to the provisions and  
conditions hereinafter contained and set forth.

Section 3. That nothing in this ordinance shall be construed  
as granting to said Portland General Electric Company, its successors  
and/or assigns, the exclusive privileges and/or franchise for the  
purposes herein set forth and provided further that this franchise  
is subject to all laws of the State of Oregon now in force and  
which may hereafter come in force, applicable to the matter hereinafter

Section 4. That said Portland General Electric Company, its  
successors and assigns, shall erect, maintain, operate and use  
wires, cables, ducts, conduits appliances and apparatus in accordance with the  
ordinances of the Town of Milwaukie, Oregon, or his successors and assigns,  
as such rules and regulations shall be determined by the Council of  
said Town of Milwaukie, Oregon, or his successors and assigns,  
whenever it shall be necessary for the purpose of the operation, maintenance

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ordinances of the Town of Milwaukie now in force and in such  
not to interfere with the free and unobstructed use of  
ets, alleys, roads, thoroughfares and public highways for  
traffic, and no pole or poles or other apparatus shall be  
placed or maintained in front of any residence or driveway  
own of Milwaukie over the reasonable objection of the owner  
lled with the Council of said Town of Milwaukie with notice  
id Portland General Electric Company, its successors and  
of such objection and a written order of said Council giving  
days time in which to change the location of such pole or  
The said Portland General Electric Company, its successors  
ns, shall from time to time extend any of the electric  
xclusive of arc light circuits) which are now or may be  
d or operated under this franchise for the conduct of electri-  
any street or portion of street in said Town within three  
after being ordered so to do by the Council of the Town of  
provided further that the said Council shall have no  
require such extension to be made unless there shall first  
ted to it a petition signed by at least seventy-five per cent  
the heads of families residing in the district to be served  
tension and who bona fide intend to use electrical energy  
y such extension; and provided further that there shall  
rage of one house or building which will use electrical energy  
one hundred fifty (150) feet of extension so required to  
xclusive of street crossings; provided further, however, that  
ll of such extensions made by said Portland General Electric  
its successors or assigns, within the corporate limits of  
of Milwaukie, as the same now are or may hereafter be, shall  
said Portland General Electric Company's, its successors or  
own cost and expense; and provided that nothing contained in  
onshall be taken to restrict or limit the application of  
or regulations of the Public Utilities Commissioner of the  
Oregon, or his successor, in reference to the making of  
as such rules or regulations now are or may hereafter be.  
Whenever it shall become necessary, desirable or convenient  
ction, maintenance, use or removal of any such poles, wires,



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apparatus, for the repair or maintaining of water pipes, mains, sewers, drains  
and assigns, to the poles and cables therein, or in exercising any of the other  
any or any part thereof authorized to be exercised by the Town of Milwaukie by its  
highway in said town as such Charter Powers now are or may hereafter be, and the  
successors and assigns of the Portland General Electric Company, its successors and assigns, shall,  
for such work, purchase and at its own cost and expense, temporarily, at least, re-  
arrange or purchase or remove any and all poles, wires, cables, conduits or other  
apparatus which may in any wise interfere with said  
work, rubbish or other obstructions to the exercise of said Town of Milwaukie's Charter  
Powers, or removal thereof. If, after notice of aforesaid, said Portland General Electric  
Company, its successors or assigns, shall fail, neglect or refuse to  
purchase or remove any poles, wires, cables, conduits or other appliances  
maintaining poles, wires, cables, conduits or other apparatus forthwith, then the Town of Milwaukie by its properly  
constituted authorities may do so and charge and collect the cost  
thereof from the said Portland General Electric Company, its successors  
and assigns; provided, however, said Portland General Electric Company,  
its successors or assigns, shall not be subjected to any more inconveni-  
ence or expense than is necessary in order to enable the said  
Town of Milwaukie to do said work or to exercise its Charter powers  
under this section specified.

to itself the same. Whenever it becomes necessary to temporarily rearrange,  
purchase or raise the aerial wires, aerial cables or other  
apparatus erected by the said Portland General Electric Company, its successors  
and assigns, shall, at its own cost and expense, temporarily rearrange,  
purchase or raise its aerial wires, aerial cables or other  
apparatus as the necessities of the case require; provided, however,  
in connection with any such person or persons desiring to move any such building or  
structure in said Town of Milwaukie, shall give said Portland General Electric Company, its  
successors and assigns not less than five days written notice of the  
intention to move such building or buildings. Said notice shall bear  
the approval of the City Engineer or such other official as the Town  
may designate and shall detail the route of movement of  
the building or buildings over and along said streets.

Section 11. The Portland General Electric Company, its successors,  
and assigns, shall at all times indemnify and save harmless the  
Town of Milwaukie of and from any and all damages and claims of every  
kind and description, proximately caused by the placing,

construction, maintenance, repair, removal, presence or use of all poles, wires, cables, pipes, conduits, appliances, equipment and/or apparatus which the said Portland General Electric Company and its successors and assigns, now have or may hereafter place and under the land, streets, alleys, roads, thoroughfares and public highways, within the Town of Milwaukie, Oregon.

Section 12. As part of the rights, privileges and franchises by granted, the Town of Milwaukie shall have, and the Portland General Electric Company hereby grants to it during the life of this franchise, free of charge, the right and privilege to use where aerial construction exists, fixtures on poles erected and maintained under this franchise to which may be attached wires not exceeding four (4) in number, said fixtures and wires to be maintained at such points on said poles and in such manner as to be designated and approved by the Company's engineers, and where underground conduits exist, the said Portland General Electric Company, its successors and assigns, shall furnish said Town of Milwaukie with space for one duct in its underground system and space for two pairs of wires in underground cable, to be used for low tension police and fire alarm purposes, it being understood that it shall be optional with the said Company, its successors and assigns as to whether space for two pairs of wires or space for one duct shall be furnished in said underground system, provided, however, that the said Town of Milwaukie shall, during its use and maintenance of such fixtures, wires or ducts, comply with the reasonable rules, regulations and plans of said Portland General Electric Company, its successors and assigns so that there may be a minimum danger of contact between its fixtures, wires or ducts, and the fixtures, cables or ducts of said Portland General Electric Company, its successors or assigns; and provided further that in case of rearrangement of said system the said Town of Milwaukie will, at its own expense, care, for its own wires and construction; and provided further, that said Town of Milwaukie will at all times indemnify and save the Portland General Electric Company, its successors and assigns, harmless of and from any and all damage or claims of whatsoever kind and character, proximately caused by the construction, maintenance, removal or

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presence or use of removal or presence of said wires, and fixtures used for  
 appliances, equipment and fire alarm purposes, or by their operation.

13. As a further consideration of the rights, privileges  
 hereafter placed in this franchise hereby granted the Portland General Electric Company,  
 its successors and/or assigns shall pay to the Town of Milwaukie,  
 Oregon, from and after the date of the passage of this ordinance  
 and the Portland General Electric Company, its successors and/or assigns shall pay to the Town of Milwaukie,  
 during the life of this franchise as follows:

Three hundred fifty dollars (\$350.00) each and every year during  
 the first, second and third years of the period of duration of  
 this franchise.

Four hundred dollars (\$400.00) each and every year during the  
 fourth, fifth and sixth years of the period of duration of this  
 franchise.

Four hundred fifty dollars (\$450.00) each and every year during  
 the seventh, eighth, ninth and tenth years of the period of  
 duration of this franchise.

Every of such respective annual sums shall be paid in two  
 equal installments of each franchise year, the first of which  
 shall be payable on the day of the expiration of the first six months  
 of each franchise year and the second on the day of the expiration of  
 the second six months of each franchise year.

The responsibility for the payment of the payments to be made pursuant to the provisions  
 of this franchise shall be made to the Treasurer of the Town of  
 Milwaukie, Oregon.

14. During the period of the first five years of this franchise  
 the rates for all electrical energy and/or service which the Portland  
 General Electric Company, its successors and/or assigns may furnish  
 to consumers within the corporate limits and/or boundaries of the  
 Town of Milwaukie, Oregon, as said corporate limits and/or boundaries  
 may hereafter become, shall be no greater than the rates  
 for electrical energy and/or service which are at the present time  
 being furnished and supplied by the Portland General Electric Company, its successors and/or assigns  
 to consumers of the same class located within the City of Portland, Oregon.

Section 8 of Chapter 103 of Oregon Laws 1931 provides in part  
 as follows: "Every city and town in Oregon shall have power\*\*\*  
 to fix by contract, to prescribe by ordinance, or in any other  
 manner, the rates, charges or tolls to be paid to, or that

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may be collected by any public utility, furnishing any public service within such town or city. No such schedule of rates or tolls, fixed in the manner herein, shall be so fixed for a period than five (5) years\*\*\*." Now, therefore, the Town hereby expressly reserves the right to extend the provision of this section for an additional five (5) years period from and after the expiration of the five year period above set forth in this ordinance, by means of an ordinance amendatory of this franchise and in any other lawful manner.

Section 15. The failure of the said Portland General Electric Company, its successors and assigns, to comply within thirty (30) days after the receipt of written notice and demand, with any of the provisions and conditions contained in this franchise shall authorize the said Town to declare by ordinance an immediate forfeiture of the rights, privileges and franchise hereby granted.

Section 16. The rights, privileges and franchise hereby granted shall continue and be in force for a period of ten (10) years from and after the date of the passage and approval of this ordinance.

Section 17. The said Portland General Electric Company shall, within twenty (20) days from and after the passage and approval of this ordinance, file with the Recorder of the Town of Milwaukie a copy of the ordinance, acceptance thereof or the said Portland General Electric Company shall be taken to have rejected the within franchise.

Section 18. Saving clause. If any provision, section, subdivision, sentence, clause or phrase of this ordinance shall at any time for any reason be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment or decision shall not affect the validity of the remaining portions of this ordinance, but shall be confined in its operation to the provision, section, subsection, subdivision, sentence, clause or phrase so involved in the controversy in which such judgment or decision has been rendered, and it is hereby expressly declared that had any other provision, section, subsection, subdivision, sentence, clause or phrase hereof would have been enacted irrespective of the constitutionality or validity of the portion hereof declared or adjudged to be unconstitutional or invalid.

Posted for the first time this 27th day of April, 1933.

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... 325 ...  
... the Council this 12th day of June, 1933.  
... by the Mayor this 13th day of June, 1933.  
... Attest: William B. Adams, Recorder.  
... for the second time this 13th day of June, 1933.  
... franchise is hereby approved.  
... done this 26th day of April, 1933.  
... Thomas, Public Utilities Commissioner, State of Oregon.

... Oregon )  
... ) ss.  
... Clackamas )

... CERTIFY that the within is a full, true and exact copy of  
... thirty (30) ... original ordinance No. 325 in the Town of Milwaukie relating to  
... of the Portland General Electric Company.  
... Adams, Recorder.

... OF ORDINANCE NO. 325 OF THE TOWN OF MILWAUKIE, OREGON,  
... PORTLAND GENERAL ELECTRIC COMPANY - - - - -

... on the 12th day of June, 1933, the Town of Milwaukie, Oregon  
... regularly passed and adopted its ordinance No. 325, intitled  
... (10) years for  
... this ordinance

... this ordinance  
... grants to the Portland General Electric Company, an  
... corporation, its successors and assigns the right, privilege  
... franchise to erect, construct and maintain an electric trans-  
... and distribution system, together with the necessary poles,  
... cables, ducts, conduits, appliances and apparatus connected  
... with, for conducting, transmitting and distributing electric  
... in, under, upon, over and along any and all of the streets,  
... roads, thoroughfares and public highways in the Town of  
... Milwaukie, Oregon, within the corporate limits and boundaries of said  
... said corporate limits and boundaries of said Town now are  
... hereafter be, for the purpose of supplying the said Town,  
... inhabitants and the public generally with electric energy for  
... purposes for which electric energy may be used."

... SEAS, Section of said ordinance is as follows:

... 17. The said Portland General Electric Company must, with-  
... (20) days from and after the passage and approval of this  
... file with the Recorder of the Town of Milwaukie its  
... acceptance thereof or the said Portland General Electric  
... will be taken to have rejected the within franchise."

... is the desire of the Portland General Electric Company, the  
... named in said ordinance, for itself and on behalf of its  
... and assigns, to accept said ordinance and to comply with  
... declared the  
... Section 17,

... HEREFORE, in consideration of the sum of One Dollar (\$1.00),  
... whereof is hereby acknowledged, and in order to comply with  
... Section 17 of said ordinance 325, the PORTLAND GENERAL ELECTRIC  
... Oregon corporation, for itself and its successors and  
... 1, 1933.

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assigns, hereby does accept Ordinance No. 325 of the Town of Milwaukie, Oregon, passed by the council on the 12th day of June, 1933. That in which said ordinance is entitled as follows:

"An ordinance granting to the Portland General Electric Company, an Oregon corporation, its successors and assigns the right and privilege and franchise to erect, construct and maintain an electric transmission and distribution system, together with all necessary poles, wires, cables, ducts, conduits, appliances and apparatus connected therewith, for conducting, transmitting and distributing electric energy in, under, upon, over and along all of the streets, alleys, roads, thoroughfares and highways in the Town of Milwaukie, Oregon, within the corporate limits and boundaries of said Town as said corporate limits and boundaries of said Town now are or may hereafter be, for the purpose of supplying the said Town, its inhabitants and generally with electric energy for all purposes for which electric energy may be used."

IN WITNESS WHEREOF, the Portland General Electric Company caused this instrument to be executed by its duly authorized officers, as below subscribed, this 17th day of June, 1933.

Witnesses: PORTLAND GENERAL ELECTRIC COMPANY  
Alma M. Lewis BY: Franklin T. Griffith, President  
Theresa W. Bernges ATTEST: Cassius R. Peck, Secretary

Approved as to form:  
Griffith, Peck & Coke  
By: Earl S. Nelson.

STATE OF OREGON, )  
County of Multnomah, ) ss.

On this 17th day of June, 1933, before me appeared Franklin T. Griffith and Cassius R. Peck, both to me personally known and being duly sworn did say that he, the said Franklin T. Griffith is the President, and he, the Said Cassius R. Peck, is the Secretary of Portland General Electric Company, the within and declared corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Franklin T. Griffith and Cassius R. Peck acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the day and year first in this, my commission expires: December 13, 1933.