

7/12/63

AN ORDINANCE GRANTING A NON-EXCLUSIVE GAS UTILITY FRANCHISE TO NORTHWEST NATURAL GAS COMPANY, AND FIXING TERMS AND CONDITIONS OF SUCH FRANCHISE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGEFIELD:

Section 1. Definitions and Explanations.

- (1) As used in this ordinance:
 - (a) "Bridge" includes a structure erected within the Town to facilitate the crossing of a river, stream, ditch, ravine or other place, but does not include a culvert.
 - (b) "Town" means the Town of Ridgefield, and the area within its boundaries, including its boundaries as extended in the future.
 - (c) "Council" means the legislative body of the Town.
 - (d) "Grantee" means the corporation referred to in Section 2 of this ordinance.
 - (e) "Gas mains" includes all gas transmission and distribution facilities located on or under any street, bridge or public place within the Town.
 - (f) "Person" includes an individual, corporation, association, firm, partnership and joint stock company.
 - (g) "Public place" includes any town-owned park, place or grounds within the Town that is open to the public but does not include a street or bridge.
 - (h) "Street" includes a street, alley, avenue, road, boulevard, thoroughfare or public highway within the Town, but does not include a bridge.
- (2) As used in this ordinance, the singular number may include the plural and the plural number may include the singular.
- (3) Unless otherwise specified in this ordinance, any action authorized or required to be taken by the Town may be taken by the Council or by an official or agent designated by the Council.

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Section 2. Rights Granted. Subject to the conditions and reservations contained in this ordinance, the Town hereby grants to NORTHWEST NATURAL GAS COMPANY, a corporation, the right, privilege and franchise to:

(1) Construct, maintain and operate a gas utility system within the Town.

(2) Install, maintain and operate on and under the streets and bridges and public places of the Town, facilities for the transmission and distribution of gas to the Town and its inhabitants and to other customers and territory beyond the limits of the Town; and

(3) Transmit, distribute and sell gas.

Section 3. Use of Bridges and Public Places by Grantee. Before the Grantee may use or occupy any bridge or public place, the Grantee shall first obtain permission from the Town so to do and shall comply with any special conditions the Town desires to impose on such use or occupation.

Section 4. Duration. This franchise is granted for a period of thirty (30) years from and after the effective date of this ordinance.

Section 5. Franchise Not Exclusive. This franchise is not exclusive, and shall not be construed as a limitation on the Town in:

(1) Granting rights, privileges and authority to other persons similar to or different from those granted by this ordinance.

(2) Constructing, installing, maintaining or operating any town-owned public utility.

Section 6. Public Works and Improvements Not Affected by Franchise. The Town Reserves the right to:

(1) Construct, install, maintain and operate any public improvement, work or facility.

(2) Do any work that the Town may find desirable on, over or under any street, bridge or public place.

(3) Vacate, alter or close any street, bridge or public place.

(4) Whenever the Town shall excavate or perform any work in any of the present and future streets, alleys and public places of the Town, or shall contract, or issue permits, for such excavation or work where such excavation or work may disturb Grantee's gas mains, pipes and appurtenances, the Town shall, in writing, notify Grantee sufficiently in advance of such contemplated excavation or work to enable Grantee to take such measures as may be deemed necessary to protect such gas mains, pipes, and appurtenances from damage and possible inconvenience or injury to the public. In any such case, the Grantee, upon request, shall furnish maps or drawings to the Town or contractor, as the case may be, showing the approximate location of all its structures in the area involved in such proposed excavation or other work.

(5) Whenever the Town shall vacate any street or public place for the convenience or benefit of any person or governmental agency and instrumentality other than the Town, Grantee's rights shall be preserved as to any of its facilities then existing in such street or public place.

Section 7. Continuous Service. The Grantee shall maintain and operate an adequate system for the distribution of gas in the Town. The Grantee shall use due diligence to maintain continuous and uninterrupted 24-hour a day service which shall at all times conform at least to the standards common in the business and to the standards adopted by state authorities and to standards of the Town which are not in conflict with those adopted by the state authorities. Under no circumstances shall the Grantee be liable for an interruption or failure of service caused by act of God, unavoidable accident, or other circumstances beyond the control of the Grantee through no fault of its own.

Section 8. Safety Standards and Work Specifications.

(1) The facilities of the Grantee shall at all times be maintained in a safe, substantial and workmanlike manner.

(2) For the purpose of carrying out the provisions of this section, the Town may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the Town. The Town may amend and add to such specifications from time to time.

Section 9. Control of Construction. The Grantee shall file with the Town maps showing the location of any construction, extension or relocation of its gas mains in the streets of the Town and shall obtain from the Town approval of the location and plans prior to commencement of the work. The Town may require the Grantee to obtain a permit before commencing the construction, extension or relocation of any of its gas mains.

Section 10. Street Excavations and Restorations.

(1) Subject to the provisions of this ordinance, the Grantee may make necessary excavations for the purpose of constructing, installing,

maintaining and operating its facilities. Except in emergencies, prior to making an excavation in any street, bridge or public place, the Grantee shall obtain from the Town approval of the proposed excavation and of its location.

(2) Except as provided in subsection (3) of this section, when any excavation is made by the Grantee, the Grantee shall promptly restore the affected portion of the street, bridge, or public place to the same condition in which it was prior to the excavation. The restoration shall be in compliance with specifications, requirements and regulations of the Town in effect at the time of such restoration. If the Grantee fails to restore promptly the affected portion of a street, bridge or public place to the same condition in which it was prior to the excavation, the Town may make the restoration, and the cost thereof shall be paid by the Grantee.

(3) At its option, the Town may restore or resurface the affected portion of any street, bridge or public place excavated by the Grantee, and the cost thereof shall be paid by the Grantee.

Section 11. Location and Relocation of Facilities.

(1) All facilities of the Grantee shall be placed so that they do not interfere unreasonably with the use by the Town and the public of the streets, bridges and public places and in accordance with any specifications adopted by the Town governing the location of facilities.

(2) The Town may require, in the public interest, the removal or relocation of facilities maintained by the Grantee in the streets of the Town, and the Grantee shall remove and relocate such facilities within a reasonable time after receiving notice so to do from the Town. The cost of such removal or relocation of its facilities shall be paid by the Grantee, but when such removal or relocation is required for the convenience or benefit of any person or governmental agency and instrumentality other than the Town, Grantee shall be entitled to reimbursement for the reasonable cost thereof from such person, agency or instrumentality.

Section 12. Collection Facilities. The Grantee may maintain facilities in the Town where its customers may pay their bills for gas service during normal business hours.

Section 13. Supplying Maps upon Request. The Grantee shall maintain on file, at an office in Oregon, maps and operational data pertaining to its operations in the Town. The Town may inspect the maps and data at any time during business hours. Upon request of the Town the Grantee shall furnish to the Town, without charge and on a current basis, maps showing the location of the gas mains of the Grantee in the Town.

Section 14. Indemnification. The Grantee shall indemnify and save harmless the Town and its officers, agents and employees from any and all loss, cost and expense arising from damage to property and/or injury to or death of persons due to any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise hereby granted.

Section 15. Assignment of Franchise. This franchise shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Grantee.

Section 16. Termination of Franchise for Cause. Upon the willful failure of the Grantee, after sixty (60) days' notice and demand in writing, to perform promptly and completely each and every term, condition or obligation imposed upon it under or pursuant to this ordinance, the Town may terminate this franchise, subject to Grantee's right to a court review of the reasonableness of such action.

Section 17. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of the Town to require the Grantee to pay reasonable costs incurred by the Town in connection with the issuing of a permit, making of an inspection, or performing any other service for or in connection with the Grantee or its facilities, whether pursuant to this ordinance or any other ordinance or resolution now in effect or hereafter adopted by the Town.

Section 18. Remedies Not Exclusive; When Requirement Waived. All remedies and penalties under this ordinance, including termination of the franchise, are cumulative, and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such remedy or penalty. The remedies and penalties contained in this ordinance, including termination of the franchise, are not exclusive, and the Town reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this ordinance. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this ordinance shall not be a waiver of any other or subsequent or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself.

Section 19. Acceptance. This ordinance shall take effect and be in full force following its passage and publication as provided by law and on the date on which the Grantee shall file its written acceptance of the terms hereof with the Town Clerk, which filing shall take place not later than thirty (30) days after the date of publication of this franchise as an ordinance.

INTRODUCED the 24th day of June, 1963.

PASSED by the Council of the Town of Ridgefield this 11th day of July, 1963.

APPROVED by the Mayor this 11th day of July, 1963.

Approved as to form:

(s) Earl W. Jackson, Town Attorney (s) John W. Burrow, Mayor

ATTEST:

(s) Edith Hewett, Clerk

Ayes: Katterman, Kraus, Pfeifer

Nays: None

Absent: Bottemiller, Benedict

I hereby certify that this is a true and correct copy of Ordinance No. 201.

ACCEPTANCE OF ORDINANCE NO. 201

TO THE HONORABLE MAYOR AND TOWN COUNCIL
OF THE TOWN OF RIDGEFIELD, WASHINGTON:

Northwest Natural Gas Company, a corporation, hereby unconditionally
accepts Ordinance No. 201 of the Town of Ridgefield and all of the terms, pro-
visions, and conditions thereof, said Ordinance No. 201 being entitled:

AN ORDINANCE granting a non-exclusive gas utility
franchise to Northwest Natural Gas Company, and
fixing terms and conditions of such franchise.

which said Ordinance No. 201 was introduced at a meeting of said Council held on
the 24th day of June, 1963, and, without change or amendment, was duly passed
and adopted by the Council and approved by the Mayor of said Town of Ridgefield
at a regular meeting duly held on the 11th day of July, 1963.

IN WITNESS WHEREOF said Northwest Natural Gas Company has caused this
acceptance of said Ordinance to be signed by its vice president, and its corporate
seal to be affixed hereto and attested by its secretary, this 12th day of
July, 1963.

NORTHWEST NATURAL GAS COMPANY

By C. V. Griffith
Vice President

ATTEST:

[Signature]
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

On this 12th day of July, 1963, personally appeared
C. V. Griffith, who, being duly sworn, did say that he is the Vice
President of Northwest Natural Gas Company and that the seal affixed to the
foregoing instrument is the corporate seal of said corporation and that said
instrument was signed and sealed in behalf of said corporation by authority of
its board of directors; and he acknowledged said instrument to be its voluntary
act and deed. Before me:

(s) E. L. Bolin
Notary Public for Oregon
My Commission expires: January 22, 1964