

ORDINANCE NO. 1402

AN ORDINANCE of the City of Camas, County of Clark State of Washington, granting to Northwest Natural Gas Company, a corporation, its successors and assigns, a franchise for the purpose of furnishing the citizens of Camas, Washington, with gas for light, heat, fuel or any other lawful purpose, and the right, privilege and franchise to construct, maintain and operate a gas plan and system for the manufacture and/or distribution of gas, and to lay gas pipes and mains in the streets, avenues, alleys, highways and other public places of the City of Camas, and specifying the limitations and conditions of such grant, and repealing Ordinance No. 843 of said City.

THE CITY COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

## Section I

That the City of Camas, County of Clark, State of Washington, hereinafter referred to as "City", does hereby grant to Northwest Natural Gas Company, an Oregon corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and franchise to construct, acquire, own, operate and maintain a plant and system for the manufacture and/or distribution of gas and light, heat, power, fuel and for other lawful purposes in said City, and the right, privilege and franchise to lay and construct and to thereafter operate, maintain, repair and/or replace a system of conduits, mains and pipe lines, together with such fixtures or appurtenances as the Grantee, its successors and assigns, may deem necessary or convenient in connection therewith, in, under, along or across all public streets, highways and alleys of said City for the purpose of transmitting and distributing natural or artificial gas to the public for heat, light, fuel, power and other lawful purpose for the term of twenty (20) years from and after the effective date of this ordinance.

## Section II

That all work of said Grantee, its successors and assigns, done in the public streets, highways or alleys aforesaid, shall be performed to the satisfaction and subject to the supervision of the Director of Public Works or other duly constituted representative of the City of Camas.

### Section III

If the City shall improve or construct any sewers, water lines, or underground fixtures of the City, or if City shall improve or construct any of the streets, avenues, lanes, alleys,

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highways, and public places where any gasoline, pipes, services attachments, and appurtenances of the Grantee may be situated, and if by virtue of such improvement or construction it is necessary to change the location of Grantee's gas mains, pipes, services attachments, or appurtenances, then the Grantee shall, at its own expense, upon reasonable notice by the City and after evaluation of alternatives including examination of the availability of grant funds, move and change any gas main, pipe, service, attachment, or appurtenance to conform to such public improvement.

#### Section IV

The Grantee, by its acceptance of this right and privilege, covenants and agrees with the City to at all times protect and save harmless the City from all claims, actions, suits, liability, loss, expense or damage of every kind and description, which may accrue to or be suffered by a person or persons, firm, corporation or other body sustaining any damage arising out of the ownership, maintenance, excavation, installation, construction, repair or operation of said gas system, or any other act done by Grantee, under this right and privilege and/or by reason of any infringement of any patent of any article or system used in the construction and use of said gas distribution system. Grantee agrees that during the life of its franchise and/or renewals thereof, it will maintain in full force and effect, the following insurance:

- (a) Compensation insurance complying with all State industrial accident compensation insurance and safety laws of the State of Washington, and amendments thereto;
- (b) Bodily injury liability insurance, with minimum limits, \$1,000,000.00 for each person and

\$5,000,000.00 for each occurrence; and

- (c) Property damage liability insurance with limits of \$1,000,000.00.

Grantee may self-insure the first \$250,000.00 of such liability, and upon request, will furnish to the City appropriate certificates for such insurance.

#### Section V

In all cases when it shall become necessary to dig ditches or excavate any of the public streets, highways and alleys of said City, the same shall be restored to as good as condition as they

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were before such excavation within ten (10) days of completion of the project making the digging of ditches or excavation necessary, or within such other time period as the Director of Public Works, in his discretion, deems reasonable. The Director of Public Works may, in his discretion, elect to require Grantee to post a bond sufficient in amount to cover the estimated cost of restoration, prior to allowing Grantee to make such excavation or dig ditches on the public right-of-way. Grantee agrees to pay all costs and expenditures required for a period of two years thereafter as a result of settling or any other need for repair or maintenance resulting from excavations made by Grantee.

#### Section VI

The said Grantee shall not cause permanent injury to any street, sidewalk, shade trees or in any manner unreasonably disturb or interfere with any water or sewer pipes, conduits or other underground work now or hereafter to be layed by the City or any authorized company or corporation.

#### Section VII

Except as to emergency repairs, Grantee shall, prior to excavating within any street, alley or other public place, and installing any pipe, main, conduit or service line therein, file with the City Engineer or such other person designated by the City, plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, and a schedule showing the time of beginning and completion, and shall secure the approval of the City before proceeding with any such work. Any subsequent changes in the plans, specifications or schedules shall require the approval of the City. All

such excavations shall be properly safeguarded to prevent accidents.

Section VIII

Nothing in this ordinance shall be construed as granting an exclusive franchise or privilege for the use of any street, alley, avenue or public highway or any part thereof; provided that the Grantee of similar rights and privileges shall not in the exercise of same unreasonably interfere with the exercise of the rights and

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privileges granted hereunder. The City reserves the right to construct, reconstruct, change or repair any public improvement, and to change the grades or vacate any street or alley, or other public place. Prior to making any of the aforesaid improvements or changes, the City will provide the Grantee with written notice of the intended change and when such change is to be done, and if any such construction, reconstruction, change or repair will affect any part of the gas distribution system, Grantee agrees, at its own expense, to lower, change or alter its pipelines or appurtenances involved accordingly. The City agrees to protect the Grantee's rights by retaining easements for Grantee's facilities located within public rights-of-ways being vacated by ordinance. If Grantee's facilities must be relocated from a vacated public right-of-way the petitioner of said vacation will bear the expense of moving said facilities.

#### Section IX

The Grantee shall reimburse the City for the following costs or expenses incurred as a result of Grantee's operation under the terms of this franchise.

1. Checking plans for major construction projects for the repair of or additions to Grantee's facilities.
2. Inspection of Grantee's open excavations by City personnel during major construction projects.
3. Expense incurred by City in the adjustment to Grantee's valve boxes occurring in resurfacings of City's streets.

The charge for any of the foregoing services by City personnel shall be at the current established rate charged by the City. Any amounts billed to Grantee for such services or expense shall be paid by the 15th day of the month succeeding such billing.

#### Section X

That said Grantee shall forfeit and shall be deemed to have forfeited and abandoned all rights, privileges and authority hereby conferred, unless, within thirty (30) days after the effective date of this ordinance, it shall file in the office of the City Clerk, written acceptance of the rights and privileges conferred, and which acceptance shall contain an express understanding by the Grantee, for itself and its successors or assigns, to faith-



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fully comply with and abide and be bound by the terms of this ordinance and all of the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of, or imposed upon it or them by this ordinance, and in accordance with its terms and restraints.

#### Section XI

In case of failure on the part of Grantee to comply with any of the provisions of this ordinance, or if Grantee does or causes to be done any act or thing prohibited by or in violation of the terms of this ordinance, the City may declare a forfeiture of all rights and privileges granted by this ordinance, and all rights thereunder shall cease; provided, that such forfeiture shall not occur or take effect until the City serves by registered mail, a written notice upon the local manager of Grantee setting forth clearly and in detail the failure or violation complained of, and Grantee shall have thirty (30) days from the date of mailing of said notice, or whatever greater period is specified therein, in which to comply with the conditions of this right and privilege. If such failure or violation continues beyond said thirty (30) days or greater period specified, then the City may terminate this right and privilege by ordinance.

#### Section XII

In addition to other remedies provided herein, the City reserves and shall have the right to pursue any remedy to compel or enforce the Grantee and/or its successors and assigns, to comply with the terms hereof and to furnish the service herein called for, and the pursuit of any right or remedy by the City

shall not prevent the City from thereafter declaring a forfeiture for any reasons herein stated, after giving the notice required by Section XI hereof, nor shall the delay of the City in declaring a forfeiture preclude it from thereafter doing so, unless the action of the City shall have caused the failure to perform or the doing of the act or thing complained of.

Section XIII

This franchise and the rights herein granted may be assigned

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but no such assignment shall be of any force or effect until a copy thereof, certified as such by the proper officials of the Grantee, shall be filed in the office of the City Clerk in the City, nor until the City Council of the City shall have consented to such assignment.

#### Section XIV

As compensation for the franchise granted by this ordinance, the Grantee shall pay to the City an amount equal to three (3%) percent of the gross revenue collected by the Grantee from its customers for gas consumed within the City. Gross revenue shall be computed by deducting from the total billings of the Grantee the total net write-off of uncollectible accounts and excluding sales of gas at wholesale by the Grantee to any public utility or public agency where the public utility or public agency purchasing such gas is not the ultimate consumer, and by deducting revenues derived from the sale of such gas under a tariff schedule applying to gas supplied for industrial purposes. The Grantee shall also pay all license fees and taxes which it may be required to pay by any ordinance now in effect or hereinafter enacted including a business or occupation tax or public utility tax on persons engaged in business carried on by Grantee.

#### Section XV

Ordinance No. 843 is hereby repealed and all other ordinances and parts of ordinances in conflict herewith shall be, and the same are hereby repealed.

#### Section XVI

If any section, subsection, paragraph, sentence, clause or

phrase of this ordinance is declared unconstitutional, void or invalid for any reason, it shall not affect the validity of the remaining portions of this ordinance.

Section XVII

This ordinance shall be void and of no further force and effect unless accepted by Grantee within thirty (30) days of the date of passage hereof.

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Section XVIII

This ordinance shall take effect and be in force from and after five (5) days after its passage and publication and after acceptance by Grantee as above required.

Introduced and read at the regular meeting of the City Council held February 9, 1981.

PASSED by the City Council this 9 day of February, 1981.

SIGNED: Ronald Christensen  
Mayor

ATTEST: Dale E. Lovelough  
Clerk

APPROVED as to form:

Joseph D. Kennedy  
City Attorney

The terms and conditions of the foregoing Franchise Ordinance No. 1422 are hereby accepted this 19<sup>th</sup> day of February, 1981.

NORTHWEST NATURAL GAS COMPANY

By: CA Palumbo  
Vice Pres.

ATTEST:

Asst. Shirley H. Reice  
Corporate Secretary

Above acceptance received by:

Dale E. Lovelough  
City Clerk

Dated March 2, 1981