

**ORDINANCE NO. 1610
WEST LINN, OREGON**

**AN ORDINANCE GRANTING A NONEXCLUSIVE ELECTRIC UTILITY FRANCHISE TO PORTLAND
GENERAL ELECTRIC COMPANY, APPROVING THE FORM OF A FRANCHISE AGREEMENT WITH
PORTLAND GENERAL ELECTRIC, DELETING THE EXISTING FRANCHISE AGREEMENT FROM THE
MUNICIPAL CODE, AUTHORIZING SIGNATURE OF THE AGREEMENT, AND SUPERSEDING
ORDINANCE 1483**

WHEREAS, Portland General Electric Company (PGE) is providing electric service to customers within the City of West Linn pursuant to a franchise granted by Ordinance No. 1342 and extensions granted under Ordinance Nos. 1479 and 1482, and afterwards pursuant to a franchise granted under Ordinance No. 1483; and

WHEREAS, the franchise granted by Ordinance No. 1483 expired December 31, 2011, though the franchise fee structure remains in effect under the terms of that franchise; and

WHEREAS, state law authorizes PGE to function as an electric utility within the City; and

WHEREAS, public health and safety require that electric service be available to all potential electric customers located within the City of West Linn; and

WHEREAS, it is in the interest of the City to allow PGE to continue to provide electric service to its customers within West Linn; and

WHEREAS, the City has the authority to control the use of rights of way within the City and to obtain reasonable compensation for the use of rights of way; and

WHEREAS, the West Linn Municipal Code provides that franchises shall be granted by an agreement approved by Council under an ordinance and that individual franchises do not need to be included in the Municipal Code;

NOW, THEREFORE, THE CITY OF WEST LINN ORDAINS AS FOLLOWS:

Section 1. Grant of Franchise. The City of West Linn grants PGE a nonexclusive franchise under which PGE may place and maintain facilities in rights of way and certain other public places within the City of West Linn.

Section 2. Terms of Agreement. The agreement between the City of West Linn and PGE attached hereto as Exhibit A and incorporated by this reference is hereby approved and shall provide the terms of the franchise.

Section 3. Signature Authority. Council directs the City Manager to sign a franchise agreement substantially in the form of Exhibit A on behalf of the City.

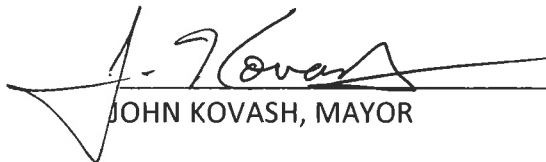
Section 4. Ratification. Council hereby ratifies all acts of City personnel taken under the franchise granted under Ordinance 1483 from the termination date of that franchise to the effective date of the franchise granted under this Ordinance.

Section 5. Supersession. This Ordinance, and the agreement embodied within it, supersedes Ordinance 1483; however, to promote continuity of electric service within the City, this Ordinance will cease to have effect, and Ordinance 1483 will be automatically revived, if PGE does not sign the franchise agreement embodied in Exhibit A within 30 days from the passage of this Ordinance.

Section 6. Codification. If PGE signs the attached franchise and this Ordinance becomes effective, the codified version of Ordinance 1483 shall be deleted from the West Linn Municipal Code on the effective date of this ordinance and this ordinance shall be codified in its place.

Section 7. Effective Date. This Ordinance and the franchise embodied in it become effective 30 days after Council passage and signature by the Mayor; the City Manager shall sign one original copy of the franchise for the City and one original copy for PGE, and shall also ensure that the effective date is written into the City's signature copy, which Council deems the controlling document on the issue of effective dates.

PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2013.


JOHN KOVASH, MAYOR

ATTEST:


KATHY MOLLUSKY, CITY RECORDER

APPROVED AS TO FORM:



CITY ATTORNEY

Exhibit A

FRANCHISE AGREEMENT

This Franchise Agreement grants Portland General Electric Company ("Grantee") a non-exclusive franchise for ten years, with an option to renew for another ten years, to erect, construct, maintain, repair, update and operate an electric light and power system within the City of West Linn ("City"), sets the terms and conditions of the franchise and provides an effective date.

WHEREAS, Grantee has been providing electric light and power service within the City; and

WHEREAS, Grantee is duly authorized by the Oregon Public Utility Commission ("OPUC") to supply electric light and power within the City; and

WHEREAS, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

WHEREAS, the City and Grantee both desire Grantee to continue to be able to provide electrical service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. NATURE AND TERM OF FRANCHISE.

(A) The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair, maintain, upgrade and operate an electric light and power system within the City as it now exists or may be extended in the future, including related communication equipment and Grantee Facilities (as defined below). This Franchise includes the privilege to install, repair, maintain, upgrade and operate Facilities necessary for the operation of Grantee's Electric Light and Power System (as defined below) upon, over, along, and across the surface of and the space above and below the streets, alleys, roads, highways, sidewalks,

Exhibit A

bridges, City park property and other public ways over which the City has jurisdiction (collectively, "Public ROW") for the provision of public utility services within the City as Grantee's Electric Light and Power System now exists or is extended or upgraded in the future. Nothing in this Franchise limits the City from granting others the right to carry on activities similar to, or different from the ones described in this Franchise. The rights granted herein do not include the right to build or site electric generating facilities in the Public ROW.

(B) All Grantee Facilities in possession of Grantee currently or during the Term (as defined in Section 2(B) that are located within the Public ROW or PUE are covered by this Franchise and are deemed lawfully placed in their current locations. The City may require relocation of Grantee Facilities as further specified in Section 8.

(C) Grantee may provide telecommunications services via Grantee's Electric Light and Power System if it obtains all necessary and applicable authorizations from the OPUC regarding the provision of telecommunications service to the public and obtains any necessary, lawful and applicable authorization from the City for use of the Public ROW for such provision, including entering into a separate franchise with the City.

SECTION 2. TERM AND EFFECTIVE DATE.

(A) Effective Date. The effective date of this Franchise shall be **DATE**,] 2013 ("Effective Date").

(B) Duration of Franchise. The term of this Franchise ("Term") shall commence on the Effective Date, and all rights and obligations pertaining thereto shall be in effect ten years from the Effective Date unless the Franchise is renegotiated or terminated as provided hereunder. The Term shall automatically renew for an additional ten years after the expiration of the initial Term, unless either party provides the other party written notice, at least 180 days before the expiration of the initial Term, that it does not desire to renew the Franchise.

(C) Charter and General Ordinances to Apply. To the extent authorized by law, this Franchise is subject to the Charter of the City of West Linn and general ordinance

Exhibit A

1 provisions passed pursuant thereto, including the applicable provisions of West Linn
2 Community Development Code and the West Linn Public Works Standards, and any
3 other regulation that requires underground utilities in subdivisions or partitions, and state
4 statutes and regulations existing during the Term. Nothing in this Franchise shall be
5 deemed to waive the requirements of the various codes and ordinances of the City
6 regarding permits, permit fees, business licenses, fees to be paid that are generally
7 applicable to other similar businesses operating within the City, or the manner of
8 construction unless the Franchise language specifically states otherwise. In that regard,
9 and notwithstanding any other language in this Franchise to the contrary, if Grantee acts
10 in compliance with this Franchise it shall be deemed to satisfy the requirements of
11 Sections 3.250 through 3.290 of the City's Municipal Code as currently written.

12 **SECTION 3. DEFINITIONS.**

13 **(A) Captions.** Throughout this Franchise, captions to sections are intended solely to
14 facilitate reading and to reference the provisions of this Franchise. The captions shall not
15 affect the meaning and interpretation of this Franchise.

16 **(B) Definitions.** For purposes of this Franchise, the following terms, phrases, and their
17 derivations shall have the meanings given below unless the context indicates otherwise.
18 When not inconsistent with the context, words used in the present tense include the future
19 tense, words in the plural number include the singular number, and words in the singular
20 number include the plural number. The word "shall" is always mandatory and not merely
21 directory.

22 **(1) "City"** means the City of West Linn, Oregon, a municipal corporation, and all of the
23 territory within its corporate boundaries, as such may change from time to time.

24 **(2) "City Council"** means the Council of the City.

25 **(3) "City Engineer"** means the City Engineer of the City.

26 **(4) "City Recorder"** means the Recorder of the City.

27 **(5) "Director of Finance"** means the Director of Finance of the City.

Exhibit A

- 1 **(6)** "Emergency" means a situation involving (a) an unscheduled outage affecting one or
2 more customers, or (b) danger to public safety. Emergency also includes situations
3 where the failure of Grantee to act would result in (a) or (b).
- 4 **(7)** "Franchise" means this Franchise Agreement as fully executed by the City and
5 Grantee and adopted by the City Council pursuant to an enacting ordinance.
- 6 **(8)** "Grantee" means Portland General Electric Company, an Oregon corporation.
- 7 **(9)** "Grantee Facility" means any tangible component of Grantee's Electric Light and
8 Power System, including but not limited to any poles, guy wires, anchors, wire, fixtures,
9 equipment, conduit, circuits, vaults, switch cabinets, transformers, secondary junction
10 cabinets, antennas, communication equipment and other property necessary or convenient
11 to supply electric light and power by Grantee within the City.
- 12 **(10)** "Grantee's Electric Light and Power System" means all real property and Grantee
13 Facilities used by Grantee in the transmission and distribution of its services that are
14 located inside the boundaries of the City.
- 15 **(11)** "Gross Revenues" shall be deemed to include any and all revenues derived by
16 Grantee within the City from Grantee's Electric Light and Power System, and includes,
17 but is not limited to, the sale of and use of electricity and electric service, and the use,
18 rental, or lease of Grantee Facilities, after adjustment for the net write-off of uncollectible
19 accounts within the city limits of the City. Gross Revenues do not include proceeds from
20 the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or
21 sales at wholesale by one public utility to another of electrical energy when the utility
22 purchasing such electrical energy is not the ultimate consumer. Gross Revenues also do
23 not include revenue from joint pole use. For purposes of this Franchise, revenue from
24 joint pole use includes any revenue collected by Grantee from other franchisees,
25 permittees, or licensees of the City for the right to attach wires, cable or other facilities or
26 equipment to Grantee's poles or place them in Grantee's conduits.
- 27 **(12)** "NESC" means the National Electrical Safety Code.
- 28 **(13)** "OPUC" means the Oregon Public Utility Commission.

Exhibit A

1 (14) "Term" shall have the meaning described in Section 2(B).

2 (15) "Person" means any individual, sole proprietorship, partnership, association,
3 corporation, cooperative, People's Utility District, or other form of organization
4 authorized to do business in the State of Oregon, and includes any natural person.

5 (16) "Public ROW" shall have the meaning described in Section 1(A).

6 (17) "PUE" shall mean an easement, not within the public right-of-way, that is designated
7 for providers of utility services and regulated under the City's municipal code.

8 (18) "Year," "annual," or "annually" means the period consisting of a full calendar year,
9 beginning January 1 and ending December 31, unless otherwise provided in this
10 Franchise.

11 **SECTION 4. CONSTRUCTION**

12 (A) **Construction.** Subject to the NESC, and all City codes, and the West Linn Public
13 Works Standards, where applicable, Grantee's Electric Light and Power System shall be
14 constructed and maintained in such manner as not to interfere with sewers, water pipes,
15 or any other property of the City, or with any other pipes, wires, conduits or other
16 facilities that may have been laid in the Public ROW or PUE by the City. Assuming
17 there is sufficient space in the Public ROW that meets the Grantee's construction
18 standards as provided to the OPUC and in accordance with NESC requirements, any
19 poles carrying PGE service not required to be placed underground shall be placed
20 between the sidewalk and the edge of the Public ROW unless another location is
21 approved by the City Engineer. For any land use development in the City requiring the
22 Grantee's services, the City shall notify the Grantee of such pending land use
23 development as soon as the City deems the land use development application to be
24 complete or 10 days before the pre-application conference, whichever occurs first. The
25 Grantee shall notify the City of the Grantee's construction standards that are provided to
26 the OPUC and of NESC requirements that are applicable to the pending land use
27 development. The City shall promptly relay such information as is received from
28 Grantee to the developer. The City shall process the land use development application as

Exhibit A

provided by the Community Development Code and the Municipal Code and shall provide the approval authority with concerns or conditions of approval recommended by Grantee. The City shall put developer on notice that nothing in a City land use approval shall authorize violation of any applicable law, regulation or code and that the developer shall be responsible for curing any violation at developer's own expense. In addition, City shall confer with Grantee on an ongoing basis to create language for public work standards that discourages developers from negatively impacting existing utilities already located in the Public ROW or PUE, and from constructing the land use development in such a way that does not allow adequate space for utilities to provide anticipated new service to their customers in accordance with the utility's construction standards provided to the City and OPUC and in accordance with NESC requirements. City and Grantee shall also confer on rules for sharing space in locations where existing PUEs may already have reached, or may be nearing, maximum capacity for utility occupancy.

1. Before Grantee conducts underground work involving excavation, new construction, or major relocation work in Public ROW or PUEs, Grantee shall apply for a permit and shall comply with any and all special conditions relating to scheduling, coordination, permitting, locating of facilities, restoration, and public safety as determined by the City unless emergency conditions exist. Special conditions would include work being done in the Public ROW or PUEs by the City or its agents.
2. Grantee shall file preliminary maps or drawings in electronic, read-only format of its proposed construction work within the City with the City Engineer showing the general location of the construction, extension or relocation of its facilities and services in Public ROW or PUEs. The proposed work must be reviewed and a City permit issued for the work prior to commencement unless Section 4(C) applies.

(B) Acquisition. Subsequent to the Effective Date, upon Grantee's acquisition of additional Grantee Facilities in the Public ROW or PUE, or upon any addition or annexation to the City of any area in which Grantee retains Grantee Facilities in the Public ROW or PUE of such addition or annexation, Grantee shall submit to the City a statement describing all Grantee Facilities involved, whether authorized by a franchise agreement or upon any other form of prior right, together with a map, as described in

Exhibit A

1 Section 5, specifying the location of all such Grantee Facilities. Such Grantee Facilities
2 shall immediately be subject to the terms of this Franchise.

3 **(C) Emergency Repairs.** In the event Emergency repairs to Grantee Facilities are
4 necessary, Grantee may conduct emergency work at any time and must provide the City
5 Engineer with written or oral notice of emergency work as soon as reasonably possible,
6 no later than five (5) business days after the emergency work has commenced. If permits
7 are required by City, Grantee shall apply for appropriate permits the next business day or
8 as soon as reasonably possible following discovery of the Emergency. In the event
9 excavation is necessary in conjunction with the repairs, Section 6 shall also apply. In any
10 event, within thirty (30) days of beginning emergency repairs or construction, Grantee
11 shall provide the City Engineer with a map in electronic, read-only format of the general
12 location of excavations, repaving, and new facilities.

13 **(D) Reasonable Care.** All work completed by Grantee or subcontracted by Grantee to
14 third parties within the Public ROW or PUEs shall be conducted with reasonable care and
15 in compliance with applicable City standards and codes. All work shall be performed in
16 accordance with all other applicable laws and regulations, including but not limited to the
17 NESC. Any work completed by Grantee within the Public ROW or PUEs may be
18 inspected by the City to determine whether it has been placed in its approved location and
19 in accordance with City requirements and standards according to Grantee's permit issued
20 by the City. Non-conforming work will be corrected with work conforming to the
21 applicable standards at no cost to the City. If Emergency work has been completed by
22 Grantee in the Public ROW or PUEs and the City determines such work was not
23 completed in a City approved location or in accordance with City requirements and
24 standards, the City shall notify Grantee and provide Grantee with sixty (60) days after the
25 Emergency has passed to reperform the work in a City approved location, in accordance
26 with the NESC.

27 **(E) Cooperation between Grantee and City.** In accordance with state law, rules and
28 regulations, for purposes of this Franchise, including but not limited to Sections 4, 8 and

Exhibit A

1 10, Grantee and City shall work together during any design process affecting the Public
2 ROW or PUE to establish suitable locations for Grantee's Facilities and cooperate to
3 discuss project scope and schedule. At a minimum, the discussion must include a
4 description of the plans, goals and objectives of the proposed project and options to
5 minimize or eliminate costs to the City and the utilities. The City is not required to avoid
6 or minimize costs to the utilities in a way that materially affects the project's scope, cost
7 or schedule.

8 **SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to
9 the location of Grantee Facilities on file at its corporate offices or at an office in Oregon.
10 After providing Grantee with twenty-four (24) hours prior notice, the City may inspect
11 the maps (excluding Grantee proprietary information) at any time during Grantee's
12 business hours. Upon request of the City and without charge, Grantee shall furnish
13 current maps to the City by electronic data in read-only format showing the general
14 location of Grantee Facilities, excluding Grantee proprietary information. Unless
15 required by law, the City will not sell or provide Grantee prepared maps or data to third
16 parties without written permission from Grantee. Upon request of Grantee, the City will
17 make available to Grantee any relevant City prepared maps or data, not exempt from
18 disclosure under public records laws, at no charge to Grantee.

19 **SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining any
20 permits required by the City, as well as complying with ORS 757.542 et seq. (Oregon
21 Utility Notification Center) as they may be amended from time to time, Grantee may
22 make all necessary excavations within the Public ROW or PUEs for the purpose of
23 installing, repairing, upgrading or maintaining Grantee Facilities, except that in the case
24 of an Emergency, no permit shall be required prior to excavation. In response to locate
25 requests, the City will locate all city owned utilities within the Public ROW and PUEs but
26 individual laterals from the city mains will not be located by the City. It is the
27 responsibility of Grantee to coordinate with individual property owners to locate their
28 laterals traversing Grantee's project prior to excavation. Should there be a direct conflict

Exhibit A

1 between any terms or conditions stated in a permit granted by the City and the terms of
2 this Franchise, the terms of this Franchise shall control. All excavations made by Grantee
3 in the Public ROW or PUE shall be properly safeguarded for the prevention of accidents.
4 All of Grantee's work under this Section shall be completed in strict compliance with all
5 applicable rules, regulations and ordinances of the City. Should a customer of Grantee be
6 required, pursuant to Grantee's tariff on file with the OPUC, to make excavations under
7 the customer's own permit from the City that are located in the Public ROW or PUE, the
8 City agrees that Grantee shall not be responsible or liable for any failure by such
9 customer to comply with any applicable rules, regulations, ordinances of the City and/or
10 with City standards. Notwithstanding the foregoing sentence, Grantee shall notify its
11 customers in writing that customers conducting excavation work in ROW or PUE must
12 comply with any applicable rules, regulations, ordinances of the City, and other
13 applicable City standards.

14 **SECTION 7. RESTORATION AFTER EXCAVATION.** Except as otherwise
15 provided for in this Section, Grantee shall restore the area of the Public ROW or PUEs in
16 the area disturbed by any excavation by Grantee to at least the same condition that it was
17 in prior to excavation, in accordance with generally applicable published City standards;
18 provided, however, Grantee shall not be required, at Grantee's expense, to pave a gravel
19 street that was gravel prior to the excavation, install sidewalk panels or curbs that did not
20 exist prior to the excavation, or construct additional improvements in the Public ROW or
21 PUE that did not exist prior to the excavation. If Grantee fails to restore the Public ROW
22 or PUE to at least the same condition that it was in prior to the excavation, in accordance
23 with generally applicable published City standards, the City shall give Grantee written
24 notice and provide Grantee a reasonable period of time, not to exceed thirty (30) days, to
25 restore the Public ROW or PUE. If the work of Grantee creates a public safety hazard as
26 determined by the City Engineer, Grantee may be required to repair or restore the Public
27 ROW or PUE within twenty-four (24) hours notice from the City, or such time as agreed
28 between the City Engineer and Grantee, taking into consideration weather and other

Exhibit A

relevant factors. Should Grantee fail to make such repairs or restorations within the aforementioned time frames, the City may, after providing notice to Grantee and a reasonable opportunity to cure, refill or repave (as applicable) any opening made by Grantee in the Public ROW or PUE and the expense thereof shall be paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove or repair any work completed by Grantee, which, in the determination of the City Engineer is inadequate, using a qualified contractor in accordance with applicable local, state and federal laws and regulations, and Grantee's construction standards as provided to the OPUC. The cost thereof, including the cost of inspection, management, and supervision, shall be paid by Grantee. In the event that Grantee's work is coordinated with other construction work in the Public ROW or PUE, the City Engineer may excuse Grantee from restoring the area of the Public ROW or PUE, provided that as part of the coordinated work, the Public ROW or PUE is restored to good order and condition in accordance with City standards.

SECTION 8. RELOCATION.

(A) Permanent Relocation Required by City – This subsection (A) covers permanent relocation of overhead Grantee Facilities that will remain overhead, and underground Grantee Facilities that will remain underground. The City shall have the right to require Grantee to change the location of Grantee's Electric Light and Power System located in the Public ROW or PUE when it is necessary for any public project or public improvement in the Public ROW or PUE, and, unless otherwise agreed, the expenses thereof shall be paid by Grantee. The foregoing sentence shall not apply if any of the of the following is true: a) the project or improvement necessitating the change in location will not be owned by the City; or b) the majority of the funding for the project or improvement does not come from City, county, regional, state, or federal government sources; or c) the public project or public improvement is not located in the Public ROW or PUE. The City agrees to provide a suitable location in the Public ROW or PUE, as mutually agreed, for Grantee Facilities, that meets the Grantee's construction standards as

Exhibit A

1 provided to the OPUC and in accordance with NESC requirements, to accommodate and
2 permit relocation and upgrade of Grantee Facilities in order to maintain sufficient service.
3 Should Grantee fail to remove or relocate any such Grantee Facilities within ninety (90)
4 days after the date established by the City, which, except in the event of a public
5 Emergency, shall not occur sooner than ninety (90) days after the City provides written
6 notice to remove/relocate to Grantee, the City may cause or effect such removal or
7 relocation, performed by a qualified contractor in accordance with applicable local, state
8 and federal laws and regulations, and the Grantee's construction standards as provided to
9 the OPUC, and the expense thereof shall be paid by Grantee. However, when the City
10 requests a subsequent relocation of all or part of the same Grantee Facilities less than two
11 years after the initial relocation that is necessary or convenient for a public project, and
12 not at the request of or to accommodate a third party, the subsequent relocation shall be at
13 the expense of the City.

14 **(B) Notice.** The City will endeavor to provide as much notice prior to requiring Grantee
15 to relocate Grantee Facilities as possible. The notice shall specify the date by which the
16 existing Grantee Facilities must be removed or relocated. Nothing in this Section 8 shall
17 prevent the City and Grantee from agreeing, either before or after notice is provided, to a
18 mutually acceptable schedule for relocation. Grantee and City shall work together during
19 any design process affecting the Public ROW or PUE to establish suitable locations for
20 Grantee's Facilities and cooperate to discuss project scope and schedule. At a minimum,
21 the discussion must include a description of the plans, goals and objectives of the
22 proposed project and options to minimize or eliminate costs to the City and utilities. The
23 City is not required to avoid or minimize costs to the utilities in a way that materially
24 affects the project's scope, cost or schedule.

25 **(C) Permanent Relocation - Undergrounding.** This subsection (C) applies to
26 conversions of Grantee Facilities from overhead to underground. As permitted by, and in
27 accordance with City ordinance and any applicable law, administrative rule, or
28 regulation, the City may require Grantee to convert any overhead Grantee Facilities to

Exhibit A

1 underground Grantee Facilities at the same or different locations, subject to the NESC
2 and Grantee's engineering and safety standards. This subsection shall not apply to
3 Grantee Facilities used for or in connection with the transmission of electric energy at
4 nominal voltages in excess of 35,000 volts. Pedestals, cabinets, and other above-ground
5 equipment shall also normally be exempted from this subsection, excepting those
6 instances where lack of suitable ROW, lack of easements, or special project requirements
7 demand undergrounding of said facilities. Any such underground relocation shall be
8 consistent with applicable long-term development plans or projects of the City, or as
9 approved by the City. The expense of such a conversion shall be paid by Grantee, and
10 Grantee may recover its costs from its customers in accordance with state law,
11 administrative rule, or regulation. The City agrees to provide a suitable location in the
12 Public ROW or PUE, as mutually agreed for Grantee Facilities that meet the Grantee's
13 construction standards as provided to the OPUC and in accordance with NESC
14 requirements to accommodate and permit upgrade of Grantee Facilities in order to
15 maintain sufficient service. Nothing in this subsection prevents the City and Grantee
16 from agreeing to a different form of cost recovery on a case-by-case basis consistent with
17 applicable statutes, administrative rules, or regulations.

18 **(D) Temporary Relocation at Request of City.** This subsection (D) covers temporary
19 relocation of overhead Grantee Facilities that will remain overhead, as well as
20 underground Grantee Facilities that will remain underground. The City may require
21 Grantee to temporarily remove and relocate Grantee Facilities by giving sixty (60) days
22 notice to Grantee. Prior to such relocation, the City agrees to provide a suitable location
23 in the Public ROW or PUE, as mutually agreed, or a temporary construction easement
24 that meets the Grantee's construction standards as provided to the OPUC and in
25 accordance with NESC requirements, and that allows the Grantee to place its Facilities on
26 the easement in order to maintain sufficient service until such time as the Grantee moves
27 its Facilities to their permanent location. The cost of temporary removal or relocation of
28 Grantee Facilities that is necessary or convenient for public projects, as well as cost of

Exhibit A

1 replacing Grantee Facilities in their permanent location, shall be paid by Grantee.
2 However, when the City requests a subsequent relocation of all or part of the same
3 Grantee Facilities less than two years after the initial relocation, that is necessary or
4 convenient for a public project and not at the request of or to accommodate a third party,
5 the subsequent relocation shall be at the expense of the City.

6 **(E) Relocation at Request of or to Accommodate Third Party.** In the event that any
7 relocation of Grantee Facilities is requested by or is to accommodate a third party,
8 Grantee shall seek reimbursement from the third party consistent with the Grantee's tariff
9 on file with the OPUC and not from the City. Such relocation shall be consistent with
10 any applicable long-term development plan or projection of the City or approved by the
11 City. If the relocation of Grantee Facilities is caused or required by the conditions placed
12 by the City on approval for projects of third parties, such relocation shall in no event fall
13 under the provisions of subsections (A), (C) or (D) of this Section 8.

14 **(F) Temporary Relocation at Request of Third Parties.** Whenever it is necessary to
15 temporarily relocate or rearrange any Grantee Facility in order to permit the passage of
16 any building, machinery or other object, Grantee shall perform the work after receiving
17 sixty (60) business days written notice from the persons desiring to move the building,
18 machinery or other object. The notice shall: (1) demonstrate that the third party has
19 acquired at its expense all necessary permits from the City; (2) detail the route of
20 movement of the building, machinery, or other object; (3) provide that the person
21 requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide
22 that the requestor shall indemnify and hold harmless the City and Grantee from any and
23 all damages or claims resulting either from the moving of the building, machinery or
24 other object or from the temporary relocation of Grantee Facilities; and (5) be
25 accompanied by a cash deposit or other security acceptable to Grantee for the costs of
26 relocation. Grantee in its sole discretion may waive the security obligation. The cash
27 deposit or other security shall be in an amount reasonably calculated by Grantee to cover

Exhibit A

1 Grantee's costs of temporary relocation and restoration. All temporary relocations under
2 this subsection shall comply with ORS 757.805.

3 **SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW used
4 by Grantee is vacated by the City during the Term, and if reasonably possible, the City
5 shall either condition the approval of the vacation on the reservation of an easement for
6 Grantee Facilities in their then-current location that prohibits any use of the vacated
7 property that interferes with Grantee's full enjoyment and use of its easement, or permit
8 Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible,
9 Grantee shall, after notice from the City and without expense to the City, remove Grantee
10 Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW
11 where such removal has occurred in accordance with Section 7. In the event of failure,
12 neglect or refusal of Grantee, after providing Grantee with ninety (90) days prior written
13 notice, to repair, restore, or reconstruct such Public ROW, the City may complete such
14 work or cause it to be completed by a qualified contractor in accordance with applicable
15 state and federal safety laws and regulations, and the cost thereof shall be born by the
16 Grantee. Upon request, the City will cooperate with Grantee to identify alternative
17 locations within the Public ROW for Grantee Facilities if they are not permitted to remain
18 in the vacated area.

19 **SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this
20 Franchise shall be construed in any way to prevent the City from excavating, grading,
21 paving, planking, repairing, widening, altering, or completing any work that may be
22 needed or convenient in the Public ROW or PUE that is consistent with applicable codes.
23 The City shall coordinate any such work with Grantee to avoid, to the extent reasonably
24 foreseeable, any obstruction, injury or restrictions on the use by Grantee of any Grantee
25 Facilities, and the City shall bear the responsibilities for damages as set forth in Section
26 20. Nothing in this Section relieves either party from its obligations set forth in Sections
27 4(E) and 8.

Exhibit A

SECTION 11. USE OF GRANTEE FACILITIES.

City shall maintain attachment agreements and permits to string wires on Grantee's poles or run wires in Grantee's trenches and/or available conduit for municipal purposes and to attach fire and police alarms, communication equipment, and banners to and between Grantee's poles with messages regarding community events and public safety, provided that such wires, banners and equipment: a) do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c) the City's excess capacity on such wires, banners and equipment is not leased to, sold to or otherwise used by non-governmental third parties. Grantee shall not charge the City for such attachments to its poles or in its conduits; however, the City shall be responsible to pay for any make-ready and inspections Grantee must perform in order to provide access to Grantee Facilities for City wires, banners and equipment in accordance with the NESC. Should any of the City's attachments to Grantee Facilities violate the NESC, the City shall work with Grantee to address and correct such violations in an agreed-upon period of time. The City shall indemnify and hold Grantee harmless from loss or damage resulting from the presence of City's wires, banners and equipment on or in Grantee Facilities. For purposes of this Franchise, "make-ready" shall mean engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.

(A) Use of Public ROW. In consideration for its use of the Public ROW in accordance with the terms of this Franchise, Grantee agrees to pay the City an amount equal to three and one-half percent (3 1/2%) of the Gross Revenue received by Grantee from its customers within the City. The current year's franchise fee shall be based on the Gross Revenue collected by Grantee during the previous calendar year from Grantee's customers, and shall be paid on an annual basis. To the extent permissible under state law and regulation, the payment imposed by this subsection shall be considered an operating expense of Grantee and shall not be itemized or billed separately to consumers

Exhibit A

1 within the City. However, should the percentage of Gross Revenue permitted to be
2 considered an operating expense of Grantee be increased by regulation of the OPUC
3 during the Term of this Franchise, the City retains the right to require the percentage
4 amount paid by Grantee under this subsection (A) to be increased, not to exceed the
5 maximum amount permitted by regulation to be considered an operating expense by
6 Grantee at that time.

7 **(B) Property Tax Limitations Do Not Apply.** The payment described in this Section
8 12 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19)
9 of the Oregon Constitution and is not a fee imposed on property or property owners by
10 fact of ownership.

11 **(C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge
12 a privilege tax based on a percentage of the Gross Revenue earned from Grantee's
13 customers within the City in addition to the payment amounts set forth in subsection (A).
14 The City shall provide Grantee at least ninety (90) days notice prior to any privilege tax
15 or increase in privilege tax becoming effective. Grantee shall follow state regulations
16 regarding the inclusion of such privilege tax as an itemized charge on the electricity bills
17 of its customers within the City.

18 **(D) Remittance of Annual Payment.** Grantee shall remit-to the Director of Finance on
19 or before the first (1st) day of April of each year, the annual 3 ½% franchise fee payment,
20 or franchise fee payment higher than 3 1/2% if such fee is increased in accordance with
21 the last sentence of subsection A of this Section 12, as well as payment of any additional
22 privilege tax, to be made in such year. Payment must be made in immediately available
23 federal funds. No later than the first (1st) day of March of each year, Grantee shall
24 provide the City a statement, under oath, showing the Gross Revenue for the preceding
25 year.

26 **(E) Acceptance of Payment.** Acceptance by the City of any payment due under this
27 Section shall not be a waiver by the City of any breach of this Franchise occurring prior
28 to the acceptance, nor shall the acceptance by the City preclude the City from later

Exhibit A

1 establishing that a larger amount was actually due, or from collecting the balance due to
2 the City.

3 **(F) Late Payments.** Interest on late payments shall accrue from the due date based on
4 the one year U.S. treasury bill rate as of the due date, and shall be computed based on the
5 actual number of days elapsed from the due date until payment. Interest shall accrue
6 without regard to whether the City has provided notice of delinquency.

7 **(G) No Exemption From Other Fees or Taxes.** Payment of the amounts described in
8 this Section 12 shall not exempt Grantee from the payment of any other license fee, tax or
9 charge on the business, occupation, property or income of Grantee that may be lawfully
10 imposed by the City or any other taxing authority, except as may otherwise be provided
11 in the ordinance or laws imposing such other license fee, tax or charge.

12 **(H) Direct Access and Volumetric Methodologies.** The City may, consistent with state
13 law, direct that the payments made under this Section 12 be based on volume-based
14 methodologies as specifically described in ORS 221.655 instead of the formula set out in
15 subsections 12 (A) and (C). Notice must be given to Grantee in writing for the subsequent
16 payments to be made using volume-based methodology. The volumetric calculation shall
17 apply to payments made in one calendar year (based on January 1 to December 31
18 billings from the previous calendar year). The choice to use volumetric methodology
19 must be renewed annually by the City. No notice is necessary if the City chooses to
20 remain on the revenue-based calculation.

21 **(I) Payment Obligation Survives Franchise.** If prior to the expiration of this Franchise
22 the parties do not finish negotiation of a new franchise agreement, the obligation to make
23 the payments imposed by this Section 12 shall survive expiration of this Franchise until a
24 new franchise agreement becomes effective and supersedes this Franchise. In the event
25 this Franchise is terminated before expiration, Grantee shall make the remaining
26 payments owed, if any, within ninety (90) days of the termination date.

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Exhibit A

1 SECTION 13. AUDIT.

2 **(A) Audit Notice and Record Access.** The City may audit Grantee's calculation of
3 Gross Revenues. Within ten (10) business days after receiving a written request from the
4 City, or such other time frame as agreed by both parties, Grantee shall furnish the City
5 and any auditor retained by the City: (1) information sufficient to demonstrate that
6 Grantee is in compliance with this Franchise; and (2) access to all books, records, maps
7 and other documents maintained by Grantee with respect to Grantee Facilities that are
8 necessary for the City to perform such audit. Grantee shall provide access to such
9 information to City within the City, or the Portland, Oregon metropolitan area, during
10 regular Grantee business hours.

11 **(B) Audit Payment.** If the City's audit shows that the amounts due to the City are
12 higher than those based on the Grantee's calculation of Gross Revenue, then Grantee
13 shall make a payment for the difference within sixty (60) days after the delivery to
14 Grantee of the audit results. In addition to paying any underpayment, Grantee shall pay
15 interest at the prevailing one year U.S. Treasury bill rate, but not penalties, as specified in
16 this Franchise, from the original due date. In the event the City's audit shows that
17 Grantee's calculation of Gross Revenue resulted in an overpayment to the City by five
18 percent (5%) or more in any one year, the Grantee may deduct such overpayment from
19 the next annual franchise fee payment. If the City's audit shows that the amounts due to
20 the City based on the Grantee's calculation of Gross Revenue deviated by five percent
21 (5%) or more in any one year from the City's calculation during the audit, Grantee shall
22 reimburse the City for the incremental cost associated with the audit, not to exceed one
23 percent (1%) of the total annual franchise fee payment for the applicable audit period.

24 SECTION 14. TERMINATION AND REMEDIES.

25 **(A) By City for Cause.** If Grantee ceases to maintain Grantee Facilities in accordance
26 with the maintenance commitments outlined in the Service Quality Measures Review
27 filed with the OPUC, and this causes an increase in the risk to the public of personal
28 injury or property damage, the City shall notify Grantee and Grantee shall have thirty

Exhibit A

(30) days after the date of the notice to eliminate such risk or, if such risk can not be eliminated within thirty (30) days, such reasonable time period as is required to eliminate such risk and Grantee shall bear all costs related to remedying the risk. If Grantee does not eliminate the risk in accordance with the preceding sentence, the City may then terminate this Franchise by providing Grantee written notice of termination.

(B) By City if City Will Provide Service. The City may terminate this Franchise upon one year's written notice to Grantee in the event that the City decides to engage in public ownership of the electric facilities located in the Public ROW and the public distribution of electric energy to customers throughout the City in accordance with ORS 758.470.

(C) City Reserves Right to Terminate. In addition to any other rights provided for in this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to terminate this Franchise in the event that:

(1) The Grantee materially violates any material provision of this Franchise;

(2) The Grantee is found by a court of competent jurisdiction to have practiced any material fraud or deceit upon the City;

(3) There is a final determination that Grantee has failed, refused, neglected or is otherwise unable to obtain or maintain Grantee's service territory designation required by any federal or state regulatory body regarding Grantee's operation of Grantee's Electric Light and Power System; or

(4) Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

(D) Material Provisions. For purposes of this Section 14, the following are material provisions of this Franchise, allowing the City to exercise its rights under this Section 14 or as set forth elsewhere in this Franchise:

(1) The invalidation, failure to pay or any suspension of Grantee's payments of franchise fees or privilege taxes to the City for use of the Public ROW under this Franchise;

(2) Any failure by Grantee to submit timely reports as may be requested by the City, regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the City;

Exhibit A

1 (3) Any failure by Grantee to maintain the liability insurance or self insurance required
2 under this Franchise;

3 (4) Any failure by Grantee to provide copies of requested information as provided under
4 Sections 4, 5, and 13 above; and

5 (5) Any failure by Grantee to otherwise substantially comply with the requirements of
6 Section 4 through Section 20 of this Franchise, unless otherwise agreed.

7 **(E) Notice and Opportunity to Cure.** The City shall provide Grantee thirty (30) days
8 prior written notice of its intent to exercise its rights under this Section 14, stating the
9 reasons for such action. If Grantee cures the basis for termination or if Grantee initiates
10 efforts satisfactory to the City to remedy the basis for termination and the efforts continue
11 in good faith within the thirty (30) day notice period, the City shall not exercise its
12 remedy rights. If Grantee fails to cure the basis for termination or if Grantee does not
13 undertake and/or maintain efforts satisfactory to the City to remedy the basis for
14 termination within the thirty (30) day notice period, then the City Council may impose
15 any or all of the remedies available under this Section 14.

16 **(F) Remedies.** In determining which remedy or remedies are appropriate, the City shall
17 consider the nature of the violation, the person or persons burdened by the violation, the
18 nature of the remedy required in order to prevent further such violations, and any other
19 matters the City deems appropriate.

20 **(G) Financial Penalty.** In addition to any rights set out elsewhere in this Franchise, as
21 well as its rights under the City Code or other law, the City reserves the right at its sole
22 option to impose a financial penalty of up to \$500.00 per day per material violation of a
23 material provision of this Franchise when the opportunity to cure has passed.

24 **SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee may not sell, assign,
25 transfer, or convey this Franchise to a third party without the City Council giving its
26 consent in a duly passed ordinance. Upon obtaining such consent, this Franchise shall
27 inure to and bind such third party. Grantee shall not sell or assign this Franchise to an
28 entity that is not authorized by the OPUC to provide electric service to retail consumers

Exhibit A

1 in the City or is not otherwise authorized to provide electric service to retail consumers
2 under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance
3 with this Franchise and the proposed transferee shall agree in writing to be bound by this
4 Franchise. In the event Grantee is purchased by or merged into another entity and
5 Grantee survives such purchase or merger as a public utility, Grantee shall provide notice
6 to the City of such purchase or merger, but shall have no obligation under this Franchise
7 to obtain the consent of the City Council for such purchase or merger.

8 **SECTION 16. REMOVAL OF FACILITIES.** If this Franchise is terminated or
9 expires on its own terms and is not replaced by a new franchise agreement or similar
10 authorization, the City may determine whether Grantee Facilities are to be removed from
11 the Public ROW or remain in place. The City shall provide written notice of any
12 requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to
13 comment on such requirement to move Grantee Facilities. Following consideration of
14 any such comments, the City Manager may issue an order requiring removal of Grantee
15 Facilities within nine (9) months after such order is declared.

16 **SECTION 17. NONDISCRIMINATION.** Grantee shall provide service to electric
17 light and power consumers in the City without undue discrimination or undue preference
18 or disadvantage, in accordance with Oregon law.

19 **SECTION 18. INDEMNIFICATION.** To the fullest extent permitted by law, Grantee
20 shall indemnify and hold harmless the City against any and all claims, damages, costs and
21 expenses, including attorney's fees and costs, to which the City may be subjected as a
22 direct and proximate result of any willful, intentionally tortious, negligent, or malicious
23 acts and/or omissions of Grantee, or its affiliates, officers, employees, agents, contractors
24 or subcontractors, arising out of the rights and privileges granted by this Franchise. The
25 obligations imposed by this Section are intended to survive termination of this Franchise.

26 **SECTION 19. INSURANCE.** Grantee shall obtain and maintain in full force and
27 effect, for the entire Term, the following insurance covering risks associated with
28 Grantee's ownership and use of Grantee Facilities and the Public ROW:

Exhibit A

1 (A) Commercial General Liability insurance covering all operations by or on behalf of
2 Grantee for Bodily Injury and Property Damage, including Completed Operations and
3 Contractors Liability coverage, in an amount not less than Two Million Dollars
4 (\$2,000,000.00) per occurrence and in the aggregate.

5 (B) Business Automobile Liability insurance to cover any vehicles used in connection
6 with its activities under this Franchise, with a combined single limit not less than One
7 Million Dollars (\$1,000,000.00) per accident.

8 (C) Workers' Compensation coverage as required by law and Employer's Liability
9 Insurance with limits of \$1,000,000. With the exception of Workers' Compensation and
10 Employers Liability coverage, Grantee shall name the City as an additional insured on all
11 applicable policies. All insurance policies shall provide that they shall not be canceled or
12 modified unless thirty (30) days prior written notice is provided to the City. Grantee shall
13 provide the City with a certificate of insurance evidencing such coverage as a condition
14 of this Franchise and shall provide updated certificates upon request.

15 **(D) Index for minimum coverage.**

16 (1) The minimum coverages required in subsections A through C of this Section shall be
17 automatically adjusted to track percentages of statutory increases to the City's exposure
18 under the Oregon Tort Claims act. On July 1, 2013, and for every year this Franchise is
19 in effect, Grantee shall ensure it has insurance coverage in the amount stated in
20 subsections A through C, increased as follows:

21 (a) On or before July 1, 2013, Grantee shall obtain or maintain insurance policies
22 with minimum coverage amounts stated in the Franchise, increased by 5.25%

23 (b) On or before July 1, 2014, and on July 1 of every year thereafter, Grantee
24 shall obtain or maintain policies with minimum coverage calculated by increasing
25 the coverage amounts applicable to the previous year by the lesser of (i) three
26 percent, or (ii) the percentage increase, if any, in the cost of living for the previous
27 calendar year, based on changes in the Portland-Salem, OR-WA Consumer Price

Exhibit A

1 Index for All Urban Consumers for All Items as published by the Bureau of Labor
2 Statistics of the United States Department of Labor.

3 **(2)** Grantee is responsible for ensuring that its insurance coverage satisfies the increased
4 minimums embodied in this subsection (E). The City reserves the right to request copies
5 of updated certificates of insurance for inspection.

6 **(E) In Lieu of Insurance.** In lieu of the insurance policies required by this Section 19,
7 Grantee shall have the right to self-insure any and all of the coverage outlined hereunder.
8 If Grantee elects to self-insure, it shall do so in an amount at least equal to the coverage
9 requirements of this Section 19 in a form acceptable to the City. Grantee shall provide
10 proof of self-insurance to the City before this Franchise takes effect and thereafter upon
11 request by the City.

12 **SECTION 20. DAMAGE TO FACILITIES.** The City shall not be liable for any
13 consequential damages or losses resulting from any damage to or loss of any facility as a
14 result of or in connection with any work by or for the City unless the damage or loss is
15 the direct and proximate result of willful, intentionally tortious, negligent or malicious
16 acts and/or omissions by the City, its employees, or agents. In such case, the City shall
17 indemnify and hold harmless Grantee against any and all claims, damages, costs and
18 expenses, including attorney's fees and costs, arising from such acts and/or omissions,
19 subject to any applicable limitations in the Oregon Constitution and the Oregon Tort
20 Claims Act. The obligations imposed by this Section are intended to survive termination
21 of this Franchise.

22 **SECTION 21. LIMITATION ON PRIVILEGES.** All rights and authority granted to
23 Grantee by the City under this Franchise are conditioned on the understanding and
24 agreement that the privileges in the Public ROW shall not be an enhancement of
25 Grantee's properties or an asset or item of ownership of Grantee.

26 **SECTION 22. FRANCHISE NOT EXCLUSIVE.** This Franchise is not exclusive and
27 shall not be construed to limit the City from granting rights, privileges and authority to
28 other persons similar to or different from those set forth in this Franchise.

Exhibit A

1 **SECTION 23. REMEDIES AND PENALTIES NOT EXCLUSIVE.** All remedies
2 and penalties under this Franchise, including termination, are cumulative and not
3 exclusive, and the recovery or enforcement by one available remedy or imposition of a
4 penalty is not a bar to recovery or enforcement by any other remedy or imposition of any
5 other penalty. The City reserves the right to enforce the penal provisions of any City
6 ordinance or resolution and to avail itself to any and all remedies available at law or in
7 equity. Failure to enforce any term, condition or obligation of this Franchise shall not be
8 construed as a waiver of a breach of any term, condition or obligation of this Franchise.
9 A specific waiver of a particular breach of any term, condition or obligation of this
10 Franchise shall not be a waiver of any other, subsequent or future breach of the same or
11 any other term, condition or obligation of this Franchise.

12 **SECTION 24. SEVERABILITY CLAUSE.** If any section, subsection, sentence,
13 clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or
14 unconstitutional by a court of competent jurisdiction, all portions of this Franchise that
15 are not held to be invalid or unconstitutional shall remain in effect until this Franchise is
16 terminated or expired. After any declaration of invalidity or unconstitutionality of a
17 portion of this Franchise, either party may demand that the other party meet to discuss
18 amending the terms of this Franchise to conform to the original intent of the parties. If
19 the parties are unable to agree on a revised franchise agreement within ninety (90) days
20 after a portion of this Franchise is found to be invalid or unconstitutional, either party
21 may terminate this Franchise by delivering one hundred and eighty (180) days notice to
22 the other party.

23 **SECTION 25. ACCEPTANCE.** Within thirty (30) days after the ordinance adopting
24 this Franchise is passed by the City Council, Grantee shall file with the City Recorder its
25 written unconditional acceptance or rejection of this Franchise. If Grantee files a
26 rejection, or fails to file a written unconditional acceptance within thirty (30) days, this
27 Franchise shall be null and void.

Exhibit A

1 **SECTION 26. NOTICE.** Any notice provided for under this Franchise shall be
2 sufficient if in writing and (1) delivered personally to the following addressee, (2)
3 deposited in the United States mail, postage prepaid, certified mail, return receipt
4 requested, (3) sent by overnight or commercial air courier (such as Federal Express or
5 UPS), or (4) sent by facsimile transmission with verification of receipt, addressed as
6 follows, or to such other address as the receiving party hereafter shall specify in writing:

7 **If to the City: City Manager**

8 **City of West Linn**
9 **22500 Salamo Road**
10 **West Linn, Oregon 97068**
11 **FAX # (503) 650-9041**

12 **With a copy to: City Attorney**

13 **City of West Linn Oregon**
14 **22500 Salamo Road**
15 **West Linn, Oregon 97068**
16 **FAX # (503) 650-9041**

17 **If to the Grantee: Regional Manager**

18 **Portland General Electric Company**
19 **3700 SE 17th Ave**
20 **Portland, Oregon 97202**
21 **FAX: (503) 736-5720**

22 **With a copy to: Portland General Electric Company**

23 **Attn: General Counsel**
24 **One World Trade Center, 17th Floor**
25 **121 SW Salmon Street**
26 **Portland, Oregon 97204**
27 **FAX: (503) 464-2200**

Exhibit A

1 Any such notice, communication or delivery shall be deemed effective and delivered
2 upon the earliest to occur of actual delivery, three (3) business days after depositing in the
3 United States mail, one (1) business day after shipment by commercial air courier or the
4 same day as confirmed facsimile transmission (or the first business day thereafter if faxed
5 on a Saturday, Sunday or legal holiday).

6 IN WITNESS WHEREOF, the parties, through their duly authorized representatives,
7 have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC
COMPANY

CITY OF WEST LINN

By: Bill Nicholson
Name: BILL NICHOLSON
Title: SR. VICE PRESIDENT
Date: 2/14/13

By: Chris Jordan
Name: Chris Jordan
Title: City Manager
Date: 1/29/2013