

Chapter 3.20

GRANTING A 20-YEAR FRANCHISE TO COOS-CURRY ELECTRIC COOPERATIVE, INC.

Sections:

- 3.20.010 Repeal of Ordinance No. 317**
 - 3.20.020 Grant of 20-year franchise to Coos-Curry Electric Cooperative, Inc.**
 - 3.20.030 Terms and conditions of franchise.**
 - 3.20.040 Cooperative to furnish street lights without charge**
 - 3.20.050 Location of equipment.**
 - 3.20.060 Repairs to be responsibility of Cooperative.**
 - 3.20.070 City to be held harmless.**
 - 3.20.080 Cooperative to abide by ordinances and Oregon State Statutes.**
 - 3.20.090 City to retain all rights and remedies.**
 - 3.20.100 Franchise to be exclusive.**
 - 3.20.110 Acceptance of franchise.**
 - 3.20.120 Terms of renegotiation of franchise.**
- 3.20.010 Repeal of Ordinance No. 317**

Ordinance No. 317 of the City of Port Orford (hereinafter referred to as "City") is hereby repealed; said repeal effective on the date of this ordinance's passage. The respective claims of the City of Port Orford and Coos-Curry Electric Cooperative, Inc. (hereinafter referred to as "Cooperative"),

In consideration of the granting of said franchise, the Cooperative shall furnish the City, without charge, 49 shrouded/capped street lights with wattage not to exceed 200 watts, including installation, maintenance, replacement of bulbs, and electric energy for operation of same. In lieu of two (2) street lights, the Cooperative will supply and install

under said Ordinance No.317 shall be settled between said parties as of the date that the Cooperative shall have accepted the franchise herein provided in this ordinance, said acceptance being in written form provided the City by a duly authorized resolution of the Cooperative's governing board.
(Ord. 2004-01 § 8, 2003)

3.20.020 Grant of 20-year franchise to Coos-Curry Electric Cooperative. Inc.

There is hereby granted unto the Cooperative, a cooperative corporation organized under the laws of the state of Oregon, upon the terms and conditions hereinafter set forth, the right, privilege and franchise of installing, owning, operating, and maintaining an electric power service transmission and distribution system by means of poles, conduits, wires, cables, and other equipment or appliances in, upon, over, under and along the streets, alleys or other public places within the corporate limits of the City of Port Orford for a period of 20 years from the date of the enactment of this ordinance.

3.20.030 Terms and conditions of franchise

During the period of this franchise the City shall not levy upon or exact from the Cooperative a license fee, franchise or privilege tax, or other charges, the consideration stated herein below being in lieu of all such taxes, license fees or charges.

3.20.040 Cooperative to furnish street lights without charge

two poles and energy to the Tsunami Warning Sirens. It is understood that the remaining lights and all additional lights installed hereafter in excess of 49 shall be upon the customary contractual basis; provided however, that the said 49 lights are furnished based on a theoretical population of the City of 1,230 persons, then at that time, the

Cooperative shall furnish an additional light as the City may designate for each increase of 25 persons over the said theoretical population of 1,230 persons. (Exhibit A - Listing of Franchise Lights as of January 5, 2006) (*ORD 2006-07* § 4, 2006).

3.20.050 Location of equipment

The Cooperative shall advise the City Engineer and City Manager of the City of the proposed location of any new, substitute or replacement poles, conduits, wires, cables or other equipment not less than five days prior to commencement of work thereon or installation or relocation pertinent thereto; and further, the city engineer or city manager may require reasonable changes in proposed locations for the purpose of protecting public health, safety, welfare and traffic.

3.20.060 Repairs to be responsibility of Cooperative.

All openings or breaks in public street, thoroughfares, alleys or the like shall be made and repaired promptly at the sole expense of the Cooperative and shall be lighted and barricaded for the protection of the public.

3.20.070 City to be held harmless.

The Cooperative shall, and by its acceptance hereof does, expressly assure all risk of operation of its system within the City therefrom, including, but not limited to, all

Except for the franchise right granted herein, the City shall retain all of its rights and remedies under ORS 221.420 to 221.470. The City shall retain its general municipal police powers and the exercise of such over the erection, installation, replacement and maintenance of poles, wires and similar apparatus of the Cooperative in streets, alleys and public ways; and further, such police power sites extend to the designation of on

damages which may be awarded against it in favor of any person or persons, firm or corporation resulting from any act or thing done or omitted to be done by the Cooperative by virtue of the authority herein granted or said corporation's business operations.

3.20.080 Cooperative to abide by ordinances and Oregon State Statutes.

The Cooperative, its employees or agents shall abide by the ordinances of the City herewith now in existence or herein above enacted as equally and to the same extent as any private citizen or public concern, excepting only for the rights and privileges granted said Cooperative hereunder; and further, the Cooperative shall not violate any applicable provisions of the Oregon Antitrust Law codified in ORS 646.705 to 646.836 nor shall the granting of this franchise be in any way construed as in violation thereof; and further, the Cooperative shall not infringe, violate or engage in any activity prohibited by the Oregon Unlawful Trade Practices Act as defined in ORS 646.605 to 646.652, this franchise being subject to the sanctions contained within such statutory provisions including, but not limited to, ORS 646.646.

3.20.090 City to retain all rights and remedies.

what parts of streets there may be erected poles, lines, conduits or other apparatus, or in proper cases, to require relocation thereof, and compel all generally accepted improvements which tend to decrease the obstruction of the streets or increase the safety or convenience of the public in their use; and further, said power shall extend, although not limited to, the regulation of the use, location, height, and size of utility poles as part of the

City's general planning and zoning process and power.

3.20.100 Franchise to be exclusive.

No franchise shall be granted unto any other person, firm or corporation to engage in a similar business within the City of Port Orford during the term of this franchise, except upon payment of comparable consideration to the City of Port Orford in money or services, unless otherwise permitted under the provisions hereof or mandated by any state or federal law, rule or regulation.

3.20.110 Acceptance of franchise

The grant of franchise herein made shall be void and of no effect unless the Cooperative shall of itself accept and agree in writing to the terms and conditions of this ordinance, which acceptance shall be filed with the city recorder prior to 45 days after the passage of this ordinance.

3.20.120 Terms of renegotiation of franchise.

Either the City or the Cooperative, as the case may be, may submit a written request to the other for the purposes of renegotiating any or all portions of the franchise herein under granted.

Exhibit A
FRANCHISE LIGHTS – CITY OF PORT ORFORD
as of August 1, 2003

ON POLE	ACTUAL NUMBER	GEOGRAPHIC LOCATION
Z20451	1B4-4N	20 th & Oregon
NO#	7B4-1S	19 th & Oregon
1C4-9N		Oregon Street & 17 th (Kar Kare Auto Parts)
1C4-6N		Oregon Street & 16 th (Ray's Market)
N1	1C4-2N	14 th & Oregon
1C6R2		14 th & Idaho
1C13		Hamlet & Lakeshore
S2	1C4-S2	12 th & Oregon (Wooden Nickel)
S5	1C4-5S	11 th & Oregon
1C46S		10 th & Oregon (Coos Curry Supply)
S8	1C4-8S	9 th & Oregon
NO#	1C4-10S	8 th & Oregon
NO# 1N	1-62R3-	755 Hwy. 101
NO# 1S	1-62R3-	6 th & Harbor (Across from Klamath 1st)
1-61E1		6 th & Harbor (Liquor Store)
1-61E2		6 th & Jackson (Pitch's)
1-61E3		6 th & Jackson (Crazy Norwegian)
1-61E4		6 th & Jefferson (Wheelhouse)
1-61E5		6 th (Battle Rock)
1-60L2		7 th & Jefferson

