AN ORDINANCE OF THE CITY OF RENTON, WASHINGTON, GRANTING UNTO PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE FOR 15 (FIFTEEN) YEARS, TO CONSTRUCT, OPERATE, SET, ERECT, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE AND USE FACILITIES FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICAL ENERGY FOR POWER, HEAT, AND LIGHT, IN UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA; AND TO CHARGE AND COLLECT TOLLS, RATES AND COMPENSATION FOR SUCH ENERGY AND SUCH USES.

THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Definitions:

Where used in this franchise (the “Franchise”) the following terms shall mean:

Administrator: The Administrator of the Department of Planning/Building/Public Works of the City, or any successor office with responsibility for management of the public properties within the City of Renton, or his/her designee.

City: The City of Renton, a municipal corporation of the State of Washington, and its respective successors and assigns.

Facilities: Poles (with or without crossarms), wires, lines, conduits, cables, communication and signal lines, automatic meter reading devices, braces, guys, anchors, vaults and all necessary or convenient facilities and appurtenances thereto, whether the same be located over or under ground.

Franchise Area: Any, every and all of the roads, streets, avenues, alleys, highways, grounds and public places of the City as now laid out, platted, dedicated or improved; and any,
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every and all roads, streets, avenues, highways, grounds and public places that may hereafter be
laid out, platted, dedicated or improved within the present limits of the City and as such limits
may be hereafter extended or altered.

successors and assigns.

WUTC: Washington Utilities and Transportation Commission, or a successor regulatory entity.

SECTION 2. Franchise granted:

2.1 All other franchises heretofore granted by the City to Puget for utilization of streets,
avenues, rights-of-way, roads, alleys, lands or other public places within the City for electrical
power are hereby canceled.

2.2 Pursuant to the laws of the State of Washington (including, but not limited to, RCW
35A.47.040 and RCW 80.32.010), the City hereby grants to Puget, subject to the terms and
conditions set forth hereinafter, a franchise for a period of 15 (fifteen) years, commencing upon
the effective date of this Ordinance.

2.3 Subject to the terms and conditions hereof, this Franchise grants Puget the right,
privilege and authority to construct, operate, set, erect, support, attach, connect, maintain, repair,
replace, enlarge and use Facilities for purposes of transmission, distribution and sale of electrical
energy for power, heat, light and any other purpose for which electrical energy can be used, in,
upon, over, under, along, across and through the Franchise Area. In addition, this Franchise
grants Puget the right, privilege and authority to charge and collect tolls, rates and compensation
for such energy and such uses, subject to the limitations imposed by state and federal law.

2.4 The terms and conditions of this Franchise shall not be construed to apply to Facilities
located outside of the Franchise Area.
SECTION 3. Compliance with Laws - Reservation of Powers and Authority:

3.1 As to matters subject to the terms and conditions of this Franchise, if the City shall determine during the term of this Franchise that the assertion of a legitimate municipal interest is prohibited by application of federal or state law, then as to such matter and such municipal interest and consistent with its legal obligations, Puget shall cooperate with the City in a good faith effort to otherwise address such municipal interest. In this context, neither party shall invoke this Franchise as a basis to assert that its consideration of a given issue is excused by operation of the doctrines of estoppel or waiver.

3.2 Upon written inquiry by the City, Puget shall provide a specific reference to the federal, state, or local law or the WUTC order or action establishing a basis for Puget’s actions related to a specific Franchise issue.

SECTION 4. Nonexclusive Franchise Grant:

The City expressly reserves the right to grant other or further franchises or to use the Franchise Area itself; provided that such uses do not unreasonably interfere with Puget’s use and placement of its Facilities in, along, over, through, under, below or across the Franchise Area. This Franchise shall in no way prevent or prohibit the City from using the Franchise Area in a manner consistent with this Franchise or affect its jurisdiction over the Franchise Area. This Franchise shall not limit and the City hereby reserves all lawful powers and franchise authority to it under its general police authority, and the City shall at all times exercise its retained power in a manner consistent with the terms and conditions of this Franchise. The City reserves the right to acquire, construct, own, operate and maintain a municipal electric utility at any time within the Franchise Area, and in all respects to exercise such right in accordance with applicable laws (there
being no prejudice by operation of this Franchise to Puget, or any right afforded to Puget, arising under such applicable laws).

SECTION 5. Undergrounding of Facilities:

5.1 Puget acknowledges that the City desires to adopt a policy to encourage the undergrounding of Facilities within the Franchise Area. The City acknowledges that Puget provides electrical service on a non-preferential basis subject to and in accordance with applicable rates and tariffs on file with the WUTC. Subject to and in accordance with such rates and tariffs, Puget will cooperate with the City in the formulation of policy and regulations concerning the undergrounding of Puget’s Facilities within the Franchise Area.

5.2 If, during the term of this Franchise, the City shall direct Puget to underground Facilities within the Franchise Area, such undergrounding shall be arranged and accomplished subject to and in accordance with applicable rates and tariffs on file with the WUTC. This Section 5 shall govern all matters related to undergrounding of Puget’s Facilities (i.e., conversion or otherwise) within the Franchise Area.

SECTION 6. Relocation of Puget’s Facilities:

6.1 The City shall have prior and superior right to the use of the Franchise Area for the installation and maintenance of its utilities and capital improvement projects, and should any conflict arise with the City facilities, Puget shall, at its own cost and expense, conform to the utilities and capital improvement projects of the City. Whenever the City undertakes (or causes to be undertaken at City expense) the construction of any public works improvement within the Franchise Area and such public works improvement necessitates the relocation of Puget’s then existing Facilities within the Franchise Area, the City shall:
A. Provide Puget, within a reasonable time prior to the City’s commencement of activities requiring such public works improvement, written notice requesting such relocation; and

B. Provide Puget with copies of pertinent portions of the City’s plans and specifications for such public works improvement.

After receipt of such notice and such plans and specifications, Puget shall submit the Puget plan drawings for the relocation of the Puget facilities to the City within a reasonable and agreed upon time period in advance of the preparation of the City’s final plans and specifications so as to be incorporated into the City’s construction plans. Puget shall complete the relocation work in a reasonable and agreed upon time period to prevent delay to the City project. Puget shall relocate such Facilities within the Franchise Area at no charge to the City. The relocation completion date will be included in the City’s written request for said relocation to Puget. Any associated cost caused by any construction delays to the City or to any contractor working for the City due to Puget’s failure to submit and adhere to Puget’s plans and schedule in relocating or installing Puget facilities shall be the sole responsibility of Puget.

6.2 Whenever any person or entity, other than the City, requires the relocation of Puget’s facilities to accommodate the work of such person or entity within the Franchise Area; or, the City requires any person or entity to undertake work (other than work undertaken at the City’s cost and expense) within the Franchise Area and such work requires the relocation of Puget’s Facilities within the Franchise Area, then Puget shall have the right as a condition of any such relocation to require such person or entity to make payment to Puget, at a time and upon terms acceptable to Puget for any and all costs and expenses incurred by Puget in the relocation of Puget’s Facilities.
6.3 Any condition or requirement imposed by the City upon any person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in connection with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which necessitates the relocation of Puget's Facilities within the Franchise Area shall invoke the provisions of Section 6.2 above; provided, however, (A) in the event the City reasonably determines and notifies Puget that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the construction of a public works improvement project within a segment of the Franchise Area on the City's behalf, and (B) such public works improvement is otherwise reflected in an existing City prepared capital improvement plan, then only those costs and expenses incurred by Puget in constructing and connecting new Facilities with Puget's other Facilities shall be paid to Puget by such person or entity, and Puget shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with Section 6.1.

6.4 As to any relocation of Puget's Facilities whereby the cost and expense thereof is to be borne by Puget in accordance with subsection 6.1, Puget may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Puget of such written alternatives, the City shall evaluate such alternatives and shall advise Puget in writing if one or more of such alternatives is suitable to accommodate the work which would otherwise necessitate relocation of Puget's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Puget full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. No alternative proposed by Puget shall be evaluated by the City in an arbitrary or capricious manner. In the event the City determines that such
alternatives are not appropriate, Puget shall relocate its Facilities as otherwise provided in subsection 6.1.

6.5 Nothing in the Section 6 shall require Puget to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other rights not arising under this Franchise.

SECTION 7. Records of Installation:

Puget shall at all times keep full and complete plans, specifications, profiles, and records (Facility Records) in accordance with its standard business practices, showing the location, installed depth, and size of all its Facilities within the Franchise Area, and hereafter installed, and such Facility Records shall be kept current by Puget to show thereon the locations of all additional lines hereinafter installed by Puget.

Puget shall (at its expense) provide to the City, upon the City’s request, copies of available Facility Records in use by Puget showing the location of its Facilities within the Franchise Area. As to any such Facility Records so provided, Puget does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location. With respect to any excavations by Puget or the City within the Franchise Area, nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

SECTION 8. Placement of Facilities, Permits, Coordination of Activities, Excavations:

8.1 Puget shall at all times maintain its Facilities within the Franchise Area so as not to unreasonably interfere with the free passage of traffic or the use and enjoyment of adjoining property. Puget shall at all times post and maintain proper barricades and comply with all
applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington.

8.2 Puget shall submit a permit application to the City prior to any construction or installation within the Franchise Area. The permit application shall include a work sketch and any information necessary to inform the City of the nature of the work, the location thereof, whether any temporary or permanent structures will be erected, the location of existing utilities and whether traffic may be obstructed during construction. Puget shall secure all necessary permits prior to any construction or installation within the Franchise Area. Puget shall further inform the City of any time or date that Puget is performing work within the Franchise Area to allow the City to inspect such work. Work within City streets shall be accomplished through boring rather than open trenching whenever reasonably feasible.

8.3 Puget shall, in carrying out any authorized activities within the Franchise Area, comply with all applicable Federal, State and City ordinances, codes, regulations, standards and procedures as now or hereafter amended, and shall obtain all necessary permits or approvals; provided, however, that if any term or condition of this Franchise and any term or condition of such ordinances, codes, regulations, standards, procedures, permits or approvals are in conflict, the term or condition of this Franchise shall govern and control. In interpreting this Section 8, and unless a circumstance is otherwise explicitly addressed by this Franchise, the parties intend that the specific location of Facilities within the Franchise Area (and similar facility-related matters of a specific nature requiring detailed case-by-case analysis) are matters to be determined in accordance with applicable City ordinances, codes, regulations, standards and procedures (including, without limitation, rights of appeal) and are therefore matters beyond the scope of this Franchise.
8.4 Puget and the City shall each exercise its best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party informed of its intent to undertake such construction work. Puget and the City shall further each exercise its best efforts to minimize any delay or hindrance to any construction work either may undertake within the Franchise Area. Any associated costs caused by any construction delays to the City or to any contractor working for the City due to Puget’s failure to submit and adhere to Puget’s plans and schedule in relocating or installing Puget facilities shall be the sole responsibility of Puget. Puget shall, at the City’s request, also attend construction meetings pertaining to performance of work within the Franchise Area and shall designate a contact person to be available to attend such meetings. Puget’s responsibility for performance of all such work is, in all respects, subject to: (I) all of the provision of Schedule 80, paragraph 12, as “electrical service;” and (ii) applicable tariffs.

8.5 If, at any time or from time to time, either Puget or the City shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (a) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and (b) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.

8.6 The City may, from time to time during the term of this Franchise, adopt policies with respect to the Franchise Area which encourage joint use of utility facilities within the Franchise Area. Puget shall cooperate with the City and explore opportunities for joint use of utility
facilities within the Franchise Area that are consistent with applicable law and prudent utility practices.

8.7 No park, public square, golf course or public place of like nature shall be excavated or damaged by Puget if there is a substantially equivalent alternative. The determination of there being a substantially equivalent alternative shall be at the sole determination of the City.

8.8 Puget shall have the right to trim and maintain all trees and vegetation within the Franchise Area to prevent such trees and vegetation from becoming a hindrance to or coming into contact with Puget’s power lines or other Facilities. Puget shall prepare and maintain a tree-trimming schedule in compliance with this provision. Puget shall notify the City of the location and timing of all tree trimming one week prior to the start of such work.

8.9 Prior to the placing of any trees or other plant materials within the Franchise Area, Puget shall obtain approval from the City for types and locations of said trees or other plant materials.

SECTION 9. Pesticides and Hazardous Materials:

9.1 In maintaining its Facilities (including, without limitation, vegetation management activities), Puget shall not apply any pesticide, herbicide, or other hazardous material within the Franchise Area without prior written approval of the City. Approval shall not be unreasonably withheld by the City, but must be in conformance to the Aquifer Protection regulations of the City. If Puget shall first obtain the City’s approval to apply a specific product in accordance with a defined procedure on an ongoing basis throughout the Franchise Area, it shall not thereafter be necessary for Puget to obtain the City’s approval on each occasion such product is applied in accordance with such procedure. Puget shall notify the City of any accident by Puget involving Puget’s use of hazardous materials within the Franchise Area.
9.2 Upon notice or discovery of a significant release of any hazardous substance caused by Puget or expressly authorized by Puget to occur upon the Franchise Area and Facilities covered by this Franchise, Puget shall notify the City within 24 hours of discovery. If the encountered or suspected hazardous substances are not the result of the acts or omissions of Puget, the City shall, at its own expense, determine if the material is hazardous, in accordance with applicable law. If the material should prove to be hazardous, then the City shall, at its own expense, if possible remove, dispose, or otherwise handle such hazardous substances, as necessary, in accordance with applicable law. If hazardous substances are removed, the City also shall provide substitute nonhazardous material to replace the removed material for Puget to use in its operation, if necessary. Upon approval by the City to proceed, Puget shall proceed with the operations at its own cost, with no recourse against the City for the cost of schedule delays incurred due to the delay in operation. If the encountered or suspected hazardous substances within the Franchise Area are the result of the acts or omissions of Puget, then the City’s characterization of the substances involved and any removal, disposal, or other handling costs incurred in connection with the removal, disposal, or handling of the hazardous substances will be at Puget’s expense. Any environmental mitigation requirements imposed, by operation of applicable law or otherwise, as a result of the exercise of any right or obligation Puget hereunder shall be the sole responsibility and expense of Puget.

SECTION 10. Restoration after Construction:

10.1 Whenever it shall be necessary for Puget, in the exercise of its rights under this Franchise, to disturb the surface of the Franchise Area, Puget shall restore the surface of the Franchise Area per City standards, and where no standard applies, to at least a condition the same as it was in immediately prior to any such disturbance. All concrete encased monuments within
the Franchise Area which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Puget agrees to promptly complete all such restoration work at its sole cost and expense.

10.2 All restoration of public streets, sidewalks and other amenities shall conform to current City of Renton Standard Specifications for Road, Bridge and Municipal Construction and the City of Renton’s Trench Restoration Standards. As a condition of receiving the right to work within the Franchise Area, Puget shall assume full responsibility for using materials and installation methods that are in full compliance with City standards and shall verify this submittal of documentation of materials and testing reports when requested by the City. All costs for performing on-site testing, such as compaction tests, shall be borne by Puget.

SECTION 11. Emergency Work - Permit Waiver:

11.1 In the event of any emergency in which Puget’s Facilities located in or under the Franchise Area break, are damaged, or if Puget’s Facilities within the Franchise Area are otherwise in a condition as to immediately endanger the property, life, health or safety of any individual, Puget shall, upon receipt of notification from the City of the existence of such condition, immediately take those actions as are necessary to correct the dangerous condition.

11.2 If and to the extent reasonable actions on Puget’s part are necessary to respond to an emergency situation involving Puget’s Facilities within the Franchise Area, and such action would otherwise require the issuance by the City of an authorizing permit or approval, the City hereby waives the requirement that Puget obtain any such permit or approval as a prerequisite to undertaking such activity; provided, however, Puget shall subsequently apply for any such required permit or approval within ten (10) business days from and after the date of the commencement of such actions otherwise requiring such permit or approval.
11.3 Nothing in this Section 11 is intended, nor shall it be construed, as a hindrance to Puget’s ability to take such actions as it deems necessary to discharge its public service obligations in accordance with the laws of the State of Washington. Nothing in this Section 11 is intended, nor shall it be construed, as preventing the City from recovering from Puget, if otherwise so entitled in accordance with applicable law, any extraordinary costs in responding to an emergency situation involving Puget’s Facilities.

SECTION 12. Lateral Support:

Whenever construction, installation or excavation of Facilities within the Franchise Area have caused or contribute to a condition that appears to substantially impair the lateral support of the Franchise Area, the Administrator may direct Puget, at Puget’s own expense, to take such actions as are reasonably necessary within the Franchise Area so as not to impair the lateral support thereof.

SECTION 13. City Use of Puget Poles:

During the term of this Franchise, and with respect to poles which are Facilities and which are (a) wholly owned by Puget and (b) within the Franchise Area, the City, subject to Puget’s prior written consent which shall not be unreasonably withheld, may install and maintain City-owned overhead wires upon such poles for police, fire, traffic control and other noncommercial municipal communications purposes. The foregoing rights of the City to install and maintain such wires are further subject to the following:

A. Such installation and maintenance shall be done by the City at its sole risk and expense, in accordance with all applicable laws, and subject to such reasonable requirements as Puget may specify from time to time (including, without limitation, requirements accommodating Puget’s Facilities or the Facilities of other parties having the right to use Puget’s Facilities);
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B. Puget shall have no obligation arising under the indemnity and insurance provisions of this Franchise as to any circumstances directly or indirectly caused by or related to such City-owned wires or the installation or maintenance thereof; and

C. Puget shall not charge the City a fee for the use of such poles in accordance with this Section 13 as a means of deriving revenue therefrom; provided, however, nothing herein shall require Puget to bear any cost or expense in connection with such installation and maintenance by the City.

13.2 The City shall have the right, subject to such reasonable rules and regulations as may be prescribed by Puget and subject to the limitations prescribed by RCW 70.54.090 or any other applicable law, to post City signs on Puget’s utility poles within the Franchise Area.

SECTION 14. Recovery of Costs:

14.1 As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Puget, except that, as provided in RCW 35.21.860, Puget shall reimburse the City for all actual administrative expenses incurred by the City that are directly related to receiving and approving a permit, license and this Franchise, to inspect plans and construction, or to prepare a detailed statement pursuant to Chapter 43.21C RCW. Where the City incurs actual administrative expenses for review or inspection of activities undertaken through the authority granted in this franchise (and which such expenses are not duplicative of expenses which are reflected in some other City-imposed charge or fee), Puget shall pay such expenses directly to the City.

14.2 This Franchise shall not authorize a principal use of the Franchise Area for purposes other than the transmission, distribution and sale of energy for power, heat, or light. The City acknowledges that Puget may, from time to time, make or allow incidental use of excess capacity
of Facilities within the Franchise Area for other purposes. The City may impose utility tax on Puget’s electrical energy business as permitted by RCW 35.21.870.

SECTION 15. Indemnification:

15.1 Puget shall defend, indemnify and save the City harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another, to the extent such injury or damage is caused by the negligence of Puget or its agents, servants or employees in exercising the rights granted Puget in the Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Puget thereof, and Puget shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the City shall likewise promptly notify Puget thereof, and Puget shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own choosing.

15.2 In the event that (A) the City is required to defend a “suit or action” as referenced in subsection 15.1 and (B) the City is determined to be without fault for the claim or demand giving rise to such “suit or action,” then Puget shall reimburse the City for a percentage of the City’s total defense costs. The percentage of the City’s total defense costs to be so reimbursed shall be a percentage equal to the percentage (if any) of fault attributable to Puget for the claim or demand giving rise to such “suit or action.”

15.3 The provisions of this section shall survive the expiration or termination of this Franchise if the basis for any such claim, demand, suit or action as referenced in subsection 13.1 occurred during the Franchise term.
SECTION 16. Insurance

16.1 Puget shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work within the Franchise Area by Puget, its agents, representatives, employees, subconsultants or subcontractors.

16.2 Before beginning work on the project described in this Franchise, Puget shall provide a Certificate of Insurance or proof of self-insurance evidencing: (a) Automobile Liability Insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage; and (b) Commercial General Liability Insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $5,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer’s liability.

16.3 Any payment of deductible or self insured retention shall be the sole responsibility of Puget.

16.4 The City, its officers, officials, employees, agents and volunteers shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of Puget and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance or proof of self-insurance.

16.5 Puget’s insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer’s liability.
16.6 Puget’s insurance shall be primary insurance as respects the City, and the City shall be given thirty (30) calendar days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

16.7 In lieu of the foregoing insurance requirements, Puget may self-insure against such risks in such amounts as are consistent with prudent utility practices. Puget shall, upon request, provide the City with sufficient evidence that such self-insurance is being so maintained.

SECTION 17. Moving Buildings within the Franchise Area

If any person or entity obtains permission from the City to use the Franchise Area for moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Puget for the temporary adjustment of Puget’s wires to accommodate the moving or removal of such building or other object. Such necessary arrangements with Puget shall be made, to Puget’s satisfaction, not less than fourteen (14) days prior to the moving or removal of said building or other object. In such event, Puget shall at the expense of the person or entity desiring to move or remove such building or other object, adjust any of its wires which may obstruct the moving or removal of such building or other object, provided that:

A. The moving or removal of such building or other object which necessitates the adjustment of wires shall be done at a reasonable time and in a reasonable manner so as not to unreasonably interfere with Puget’s business.

B. To the extent practical, where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route which causes the least interference with Puget’s business.
C. The person or entity obtaining such permission from the City to move or remove such building or other object shall be required to indemnify and save Puget harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person or entity moving or removing such building or other object or the negligence of the agents, servants or employees of the person or entity moving or removing such building or other object.

SECTION 18. Abandonment and Discontinuance of Puget's Facilities:

18.1 None of Puget’s Facilities within the Franchise Area may be abandoned by Puget without the express written consent of the City. Any plan for abandonment or removal of Puget’s Facilities within the Franchise Area must be first approved by the Administrator, and all necessary permits must be obtained prior to such work.

18.2 In the event the use of Puget Facilities is permanently discontinued, or no franchise has been obtained therefor upon expiration of this Franchise (and the parties are not engaged in good faith negotiations for a renewal franchise), or within one hundred and twenty (120) days after any termination of this Franchise, the City may direct Puget to promptly remove all its Facilities within the Franchise Area, at Puget's sole cost and expense, except those installations that the City may allow to remain temporarily or permanently.

SECTION 19. Modification

19.1 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 13 above) shall govern and
supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by Puget of any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

A. References this Franchise; and

B. States that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, except as expressly superseded by such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

19.2 The City and Puget hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provisions of this subsection 19.2:

A. At any time during the term of this Franchise, the City or Puget may request, by written notice, that the other promptly join in negotiations to alter, amend or modify the terms and conditions of this Franchise.

B. Within a reasonable time after receipt of the notice required by subsection 19.2(a), the City and Puget shall, at a mutually agreeable time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Puget shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor Puget shall have any obligation to agree to any proposed alteration, amendment, or modification; provided further, however, that no
rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or Puget to agree to any proposed alteration, amendment or modification.

C. Neither the City nor Puget shall be obliged to continue negotiations after the expiration of ninety (90) days from the date such negotiations are commenced; provided, however, the City and Puget may agree to continue such negotiations for an additional time period.

D. Any alteration, amendment or modification agreed to by the City and Puget shall be submitted to the Council of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that unless Puget files a written notice of acceptance with the Clerk of the City within sixty (60) days of its effective date, the ordinance shall have no force or effect and this Franchise shall not be altered, amended or modified. To the extent permitted by law, each party shall bear its own costs in connection with the alteration, amendment or modification of this Franchise.

19.3 This Franchise is subject to the provisions of any applicable tariff now on file with the WUTC or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

SECTION 20. Forfeiture and other Remedies:

20.1 If Puget willfully violates or fails to comply with any of the provisions of this Franchise, or through willful or unreasonable negligence fails to heed or comply with any notice given Puget by the City under the provisions of this Franchise, then Puget shall, at the election of the Renton City Council, forfeit all rights conferred hereunder and this Franchise may be revoked or annulled by the Council after a hearing held upon reasonable notice to Puget.
SECTION 21. Cost of Publication:

The cost of the publication of this Ordinance shall be borne by Puget.

SECTION 22. Acceptance:

After the passage and approval of this ordinance and within sixty (60) days after such approval, this Franchise shall, if accepted by Puget, be accepted by Puget by its filing with the City Clerk an unconditional written acceptance thereof. Failure of Puget to so accept this Franchise within said period of time shall be deemed a rejection thereof by Puget, and the rights and privileges herein granted shall be deemed forfeited and null and void, unless the time period is extended by ordinance duly passed for that purpose.

SECTION 23. Survival:

23.1 With respect only to matters arising during the period of time this Franchise shall be in full force and effect, the parties intend that any term or condition applicable to such matters shall survive the expiration or termination of this Franchise to the extent such survival can be reasonably inferred under the circumstances presented and to the extent such an inference is necessary to prevent substantial injustice to an injured party.

23.2 The terms and conditions of this Franchise shall be binding upon the parties' respective successors and assigns.

SECTION 24. Severability:

If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of the Franchise.

SECTION 25. Assignment:
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Puget may not assign or transfer this Franchise without the written consent of the City Council of the City, which consent shall not be unreasonably withheld. Any assignee or transferee shall, at least 30 (thirty) days prior to the date of any assignment or transfer, file written notice of the assignment or transfer with the City, together with its written acceptance of all of the terms and conditions of this Franchise. Notwithstanding the foregoing, Puget shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise to the trustee for its bondholders.

SECTION 26. Notice:

Any notice or information required or permitted to be given to the parties under this Franchise agreement may be sent to following Addresses unless otherwise specified:

City of Renton
Administrator, Planning/Building/Public Works Department
1055 South Grady Way
Renton, WA 98055

Puget Sound Energy
Wayne Hopman
815 Mercer St, MER-04
Seattle, WA 98109

SECTION 27. Effective Date:

This ordinance shall take effect 30 (thirty) days after its execution; having first been submitted to the Renton City Attorney for approval; after one reading by the City Council at a regular meeting; after having been published at least once in newspaper of general circulation in the City of Renton; and finally, having been granted an approving vote of at least a majority of the City Council after a second reading at a regular meeting.
ORDINANCE NO. 4858

PASSED BY THE CITY COUNCIL this 11th day of September, 2000.

Marilyn J. Petersen, City Clerk

APPROVED BY THE MAYOR this 11th day of September, 2000.

Jesse Tanner, Mayor

Approved as to form:

Lawrence J. Warren, City Attorney

Date of Publication: 9/15/2000 (Summary)

ORD.869:8/14/00:ma.
Ordinance No. 4858


Wayne Hopman, Director of System Planning, Puget Sound Energy, Inc.