

THE CITY OF
PORTLAND



OREGON

BUREAU OF LIGHTING

400 S.W. SIXTH AVENUE
PORTLAND, OR., 97204

503/248-4403

*File
Street Lighting
Dist.*

December 19, 1975

TO THE COMMISSIONER:

Herewith is submitted certification of completion on installation of a lighting project entitled Peninsula Park.

The work has been completed and tested as to quality and quantity of work done in the construction and found to have been finished in compliance with the plans and specifications and in accordance with the provisions of contract No. 14794.

It is the Street Lighting Supervisor's recommendation that performance of the contract cited above be accepted as of November 26, 1975 and delinquency, if any, be waived. In addition, authorization of the extra costs detailed on the enclosed change order be approved.

Cowles Mallory
City Engineer

TO THE COUNCIL:

Your Commissioner of Public Works concurs with the above Lighting Division report, and

RECOMMENDS

that performance of the contract be accepted and payment of the extra costs be authorized.

Respectfully submitted,

Connie McCready
Commissioner of Public Works

WJO:LJH:dlt

Letter _____

Page _____

File _____

CERTIFICATE OF COMPLETION

for the improvement of the Street Lighting project entitled

PENINSULA PARK

according to the provisions of Ordinance No. 140032

The various kinds of work in the above improvement have been inspected as to quality, classification and allowances of work performed and found to be completed in compliance with the plans, specifications and requirements under the above numbered Ordinance. The work in the above improvement has been tested as to alignment, the quantities have been correctly computed and the grade is found to conform to that established by the Council.

Charles K. Cookman
INSPECTOR.
W. J. Fretwell
CONSTRUCTION ENGINEER.
Richard O. Schmidt
CHIEF, BUREAU OF CONSTRUCTION.

Date of Completion November 26 19 75

W. J. Fretwell
Street Lighting Operations

TO THE COUNCIL:

I, City Engineer of the City of Portland, Oregon, hereby certify that all work required to be done under the above numbered Ordinance has been completed to my satisfaction and said work is approved.

Approved by Connie McCue
COMMISSIONER OF WORKS

Charles McCue
CITY ENGINEER.

CERTIFICATE OF ACCEPTANCE

_____, 19 _____

I, Auditor of the City of Portland, Oregon, hereby certify that the council of said City approved the acceptance of all work done on the above improvement on _____, 19 _____.

That the Total Contract Cost is	<u>\$46,373 plus change order \$925.44</u>	\$ <u>47,298.44</u>
Amount of penalty for delinquency is	_____	\$ <u>0</u>
Amount due City for Rolling is	_____	\$ <u>0</u>
Total to deduct from Contract Cost is	<u>(PAID)</u>	\$ <u>41,087.50</u>
Amount due Contractor is	<u>(See attached)</u>	\$ <u>6,210.94</u>
Amount due City for Engineering	_____	\$ _____
Total amount of Assessment is	_____	\$ <u>NA</u>

And that the Contractor therefore is entitled to warrants on the fund for the improvement of said **project** in the sum of Six thousand two hundred ten and 94/100 Dollars.

Date of 1st Advertisement N/A

By _____
CITY AUDITOR.
DEPUTY.

Type of Improvement Street Light Installation,
Peninsula Park

Contract Signed July 7, 1975

Contract Expires November 14, 1975

Deliquent 12 days

Name of Contractor McCoy Electric Company Inc.

I hereby certify that I have completed my contract under the above numbered ordinance and furnished the materials and performed the work as shown by the final estimate of the City Engineer.

12/17/75

Status of Contract Payment

Project

PENINSULA PARK LIGHTING
IMPROVEMENTContractor - McCoy Electric Company Inc.

<u>Date</u>	<u>Description</u>	<u>Invoice</u>	<u>Retainage</u>	<u>Addition</u>	<u>Payment</u>	<u>Balance</u>
7/7/75	Contract			\$46,373.00		\$46,373.00
9/9/75	Progress Payment #1	\$15,950	\$797.50		\$15,152.50	\$31,220.50
9/9/75	Progress Payment #2	\$18,400	\$920.00		\$17,480.00	\$13,740.50
12/1/75	Progress Payment #3	\$ 8,900	\$445.00		\$ 8,455.00	\$ 5,285.50
12/17/75	Change Order #1			925.44		\$ 6,210.94
* 12/1/75	Progress Payment #4	\$ 3,123	\$156.15		\$ 2,966.85	\$ 3,244.09
* 12/17/75	Change Order Request				\$ 925.44	\$ 2,318.65
* 12/20/75	Request for Retainage Release				\$ 2,318.65	Ø

* Not paid yet

McCOY ELECTRIC CO., INC.

2002 S. E. Clinton St. • Portland, Ore. 97202 • 234-7521

Mailing Address: P.O. Box 42266 Portland, Ore. 97242

ELECTRICAL CONTRACTORS

October, 20, 1975

City of Portland
Lighting Manager
Bureau of Lighting
413 Financial Building
400 S. W. 6th Avenue
Portland, Oregon 97204

We herein submit our notice of completion for Peninsula Park Lighting as of 10-15-75.

Due to damage to the Park Bureau Feeder, the South Portion of the project cannot be Tested.

Yours truly,

MC COY ELECTRIC CO., INC.


John J. Kugler, Vice President



GENERAL, INDUSTRIAL AND COMMERCIAL INSTALLATIONS

MCCOY ELECTRIC CO., INC.

2002 S. E. Clinton St. • Portland, Ore. 97202 • 234-7521
Mailing Address: P.O. Box 42266 Portland, Ore. 97242



ELECTRICAL CONTRACTORS

October 20, 1975

City of Portland
Lighting Manager
Bureau of Lighting
413 Financial Building
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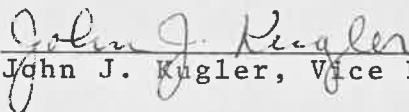
Gentlemen,

We herein guarantee all Labor and Material used in the Peninsula Park Lighting Project for a period of one (1) year from 10-15-75.

Except for that due to Vandalism.

Yours truly,

MC COY ELECTRIC CO., INC.


John J. Kugler, Vice President



GENERAL, INDUSTRIAL AND COMMERCIAL INSTALLATIONS

PW/CE
St. Light

AGREEMENT

The parties to this Agreement are the CITY OF PORTLAND, OREGON (the City), PORTLAND GENERAL ELECTRIC COMPANY and PACIFIC POWER & LIGHT COMPANY (the utilities).

RECITALS

1. The City desires to visually enhance certain areas of the City to be specified and the Utilities desire to improve safety, enhance system reliability and reduce the maintenance costs of their operations within specified areas of the City through the placement underground of certain transmission lines less than 50 kv in capacity and distribution lines of the Utilities

2. Recognizing that the cost of placing such facilities underground throughout the City in a reasonably short period of time would be unduly expensive, the parties desire to provide for a systematic and regular program whereby such facilities currently maintained above ground will be placed underground within the financial capacity of the Utilities (with the understanding the related costs will not be passed on to City users) and in the manner which will avoid costly duplication of effort to provide a permanent betterment to the City.

*PW/CE
must provide the
ditch or
conduit

PGE runs
the conductors
PGE runs the
conductor
conductor and 5'
short of the PGE*

AGREEMENT

The parties agree as follows:

1. The Utilities, commencing with the year beginning July 1, 1975, will pledge an amount equal to 2% of their gross revenues from business derived from within the limits of the City of Portland for the purpose of paying the "total cost of underground projects" (defined below) commenced July 1, 1975 and thereafter. Such pledged funds will be accumulated by the Utilities until spent by them as hereafter provided.

2. The "total cost of underground projects" shall include:

(a) the cost of removal of existing overhead facilities, less salvage;

(b) the cost of installation of the underground facilities plus the remaining undepreciated original cost of the overhead facilities being removed but less the normal relocation costs which the Utilities would have assumed;

(c) the net cost of providing temporary facilities required to maintain service during the installation of the underground facilities;

(d) the cost, if any, of relocation of those facilities which cannot, in the judgment of the Utilities, be reasonably or economically installed underground; and

(e) the cost incurred by the Utilities in integrating the underground facilities with remaining overhead facilities including costs in connection

with providing service to the customer's meter or facility.

(f) the cost incurred by the Utilities for new poles in connection with undergrounding street lighting;

(g) the related costs incurred by the Utilities for engineering but not legal, accounting, and other administrative expenses.

3. The Utilities each agree to furnish, within 90 days after the end of each calendar year, an accounting to the City of the proceeding year's gross revenues derived from business done within the city limits of the City and an accounting of all underground costs incurred by each utility to accompany a progress report on the plan approved by the City pursuant to this Agreement. Each utility will, to the best of its ability, also furnish annually its gross revenue estimate for the ensuing ten years for use by the City for planning purposes.

4. After consultation with the affected Utilities, the City shall, by resolution, adopt, from time to time, a ten-year plan for implementing this Agreement which plan or plans shall specify the specific areas in which existing overhead facilities will be replaced by underground facilities using cost estimate which shall be provided by the Utilities. The Utilities agree to provide, subject to funds being available pursuant to this Agreement, the necessary engineering and construction services to implement such plan or plans, in a manner coordinated with

their own construction programs, pursuant to the time table prescribed by such plan or plans to the extent reasonably possible.

5. Projects to be designated by the City which the Utilities estimate will cost in excess of \$50,000 will be reviewed by the City Engineer who may require that they be submitted for Bid.

6. Projects to be designated by the City for underground installation by the Utilities shall be, to the extent reasonably possible, coordinated with the Utilities' own construction programs and coordinated with existing and contemplated public works improvements so as not to duplicate efforts or expenditure of funds; and priority for such projects shall be given, but shall not be limited to, the following designated areas:

- (a) community activity nodes;
- (b) major entries into the City;
- (c) at particularly scenic vantage points within the City;
- (d) within and on the boundaries of City parks and recreation areas;
- (e) neighborhoods in which concentrated community development programs are being conducted; and
- (f) along streets and highways where major roadway improvements are planned; provided, however, that no projects shall be undertaken hereunder which would

be inconsistent with the electrical system of the affected Utility or would cause unreasonable inefficiencies in operation;

(g) major new developments or public facilities.

7. Nothing in this Agreement shall be construed as requiring or permitting funds made available by one Utility to be spent with respect to facilities of the other or in the area served by the other.

8. Nothing in this Agreement shall be construed as limiting the City's ability to require the installation of underground facilities.

9. Nothing in this Agreement shall be construed as authority to limit, curtail, or replace current efforts to install underground facilities.

10. This Agreement shall remain in effect for a period of five years to be renewed automatically on an annual basis for an additional five years unless prior written notification to the contrary is received from any of the parties thirty days prior to the renewal date.

THIS AGREEMENT is dated this ____ day of _____, 1975.

CITY OF PORTLAND

By _____

PORTLAND GENERAL ELECTRIC COMPANY

By _____

PACIFIC POWER & LIGHT COMPANY

By _____

(Similar agreements may be required with other wire utilities -
Telephone, Cable, T.V.) *Fire Alarm System, street lighting wires,
Western Union lines,*

CITY OF PORTLAND
INTER-OFFICE CORRESPONDENCE
(NOT FOR MAILING)

995
file
PW. CK
Street Lighting

~~March 20, 1975~~
April 7, 1975

From Susan Kerr *SAK*
To John Firmin, Acting Director
Addressed to Bureau of Lighting
Subject Citizen Petition: Request for Street Light
(end of North Trumbull)

Attached is the original petition requesting a street light be installed end of North Trumbull, off of North Edison, near the Bridge View Apartments at 6816 North Trumbull.

I received a copy of the February 5 memo from Commissioner McCreedy to Don Norman, who was then Director of Bureau of Lighting, regarding the same street light request. At that time, we did not have the petition available. According to Commissioner McCreedy's memo, it was her opinion that a street light is justifiable there and asked for immediate implementation for installation of such a street light.

Please bring me up to date on the progress with this installation. Thank you very much.

SK:cc
Attachment

cc: Bill Lind

THE CITY OF
PORTLAND



OREGON

OFFICE OF
THE MAYOR

NEIL GOLDSCHMIDT
MAYOR

1220 S. W. FIFTH AVE.
PORTLAND, OR. 97204
503 248 - 4120

April 7, 1975

Mr. and Mrs. Harvey E. Padgett
P. O. Box 03098
Portland, OR 97203

Dear Mr. and Mrs. Padgett:

Thank you for your recent letter and enclosures regarding conditions at the Bridgeview Apartments. I have gone over your letter and documents carefully and appreciate you taking the time to bring this to my attention.

I have forwarded the original petition you enclosed regarding a street light on North Trumbull to John Firman, Acting Director of the Bureau of Lighting, and I am returning a copy of that petition to you, for your use. All indications are that the street light you and your neighbors are requesting will be installed as soon as possible.

In addition, I am returning three other papers I thought you might want, since they are originals: (1) August 1, 1972, Maintenance and Repair Request, (2) May 30, 1972, Parking Regulations, and (3) June 13, 1972, Maintenance and Repair Request. I have kept all the document copies you enclosed, since I assume you have the originals. However, I would be happy to forward them to you, if you need them.

I have done some investigation into your complaints about conditions at the Bridgeview Apartments and find that the City of Portland and Multnomah County have both already expended quite a bit of time and effort in your behalf:

1. I understand the Bureau of Neighborhood Environment has been out and over a period of time had several old and dangerous trees removed, and had several lots cleared of underbrush which was causing concern to tenants.
2. I understand the Crime Prevention Bureau has been in contact with you and has offered their services to the apartment house.

• April 7, 1975
Page Two

3. I understand the Bureau of Lighting has already been out and has indicated that a street light at the end of North Trumbull is needed.
4. I understand that the Human Relations Commission has offered their services to you and your neighbors, in an effort to resolve some of the internal problems at the apartment house.
5. I understand the Information Coordinator for the City has been in contact and went through all your documents at your request to determine if the City could be of service in your continuing problems with your landlord.
6. I understand the Multnomah County Health Department has been out numerous times, trying to assist in several immediate problems with the building itself.
7. I understand the Housing Division of the Bureau of Buildings has also inspected the building several times and requested several changes in the building which were complied with.
8. I understand that the Fire Marshal's office sent out an inspector and that he, also, has been of direct assistance.
9. Lastly, I understand that a member of my staff has also been out to see you and your wife to view the conditions at the Bridgeview Apartments, and has coordinated some of the above action. Both the Housing Division inspector and my staff person report that, in their joint visit, they asked for the street light petition, in an effort to be of assistance, and you clearly refused to produce it. Be that as it may, the petition is now with the Bureau of Lighting.

Reading through your last letter to me, it appears as though your remaining complaints have to do with conditions in the basement units (i.e., no fan and no screen doors; no light on north corner of the building, and no landscaping in front of your particular unit.) I can understand your concern, but these complaints are not under the jurisdiction of the City Code. Therefore, I suggest you contact

April 7, 1975

Page Three

an attorney, either private or through Legal Aid, and attempt to utilize the Landlord Tenant laws of Oregon. I will forward a copy of this letter to Howard N. Dietrich, Jr., in the hopes that he will, in fact, attend to these matters, as well as to the clogged gutters on the southwest corner of the building. However, the City has no legal jurisdiction over these items and cannot force compliance.

Mr. Padgett, from this review, it is clear that the City of Portland has responded to you and your neighbors and attempted to resolve some of your frustrations. My office and those previously mentioned in this letter have claimed phone harassment by you which is both time-consuming in nature and upsetting to those who answer the phone. For the benefit of others in the City who also need these services, please discontinue using this tactic.

Best wishes in your endeavors.

Sincerely,

A handwritten signature in dark ink, appearing to read "Neil Goldschmidt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Neil Goldschmidt

NG:skc
Enclosures

cc: Commissioner McCready's office (Bill Lind)
Fire Marshal's office (Mr. Brach)
Bureau of Neighborhood Environment (Wayne Potter)
Crime Prevention Bureau (Joe Andrus)
Bureau of Lighting (John Firman)
Human Relations (Kal Szekeley)
Information Coordinator (Molly Weinstein)
Multnomah County Health Dept. (Mr. Cuda)
Bureau of Buildings, Housing Div. (Mr. Ems)
Howard Dietrich, Jr.

MEMORANDUM

Bob
Bob. White
Ben. Light

May 7, 1975

TO: Mayor Goldschmidt
Commissioner Ivancie
Commissioner Jordan
Commissioner Schwab

FROM: Connie McCready, Commissioner of Public Works

SUBJECT: Reorganization--Bureau of Lighting

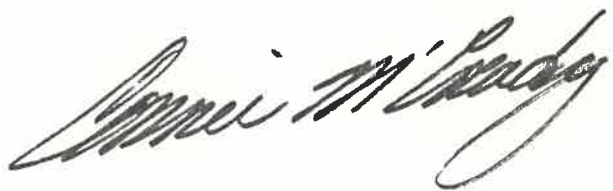
The attached report to Mike Lindberg from Cowles Mallory recommends major organizational changes in the Bureau of Lighting.

As Mr. Mallory indicates, his study was prompted by a review of the bureau made by the Public Works Citizens Advisory Committee. The committee recommended that all bureau inventory currently stored in nine different places, should be moved to one location; and maintenance of street lights should be performed by Stanton Yard electricians instead of private contractors.

The City Engineer did not stop there, however, but instead examined the entire operation. He has made an excellent set of recommendations which I endorse wholeheartedly.

I wish to take this opportunity to acquaint you with the fine work being done by the Advisory Committee and to thank them for pin-pointing department deficiencies. They will continue to examine other departmental bureaus as well.

I'm especially pleased with the potential cost savings involved and will introduce legislation for the reorganization on next week's Council Calendar.



bg

cc: Public Works Citizens Advisory Committee:
Chris Christianson, Chairman
Si Stanich
George Tsongas
Ed Storms
Dick Priestly
Art Wahlers

THE CITY OF
PORTLAND



OREGON

May 6, 1975

DEPARTMENT OF
PUBLIC WORKS

CONNIE McCREADY
COMMISSIONER

OFFICE OF
PUBLIC WORKS
ADMINISTRATOR

400 S.W. SIXTH AVE.
PORTLAND, OR. 97204

TO: Mike Lindberg
FROM: Cowles Mallory *Cowles*
SUBJECT: Street Lighting Organization & Management

Public Works Task Force, appointed by Commissioner McCready, has reviewed the Street Lighting operations. They have pointed out several management deficiencies and suggested possible solutions.

John Firmin, Acting Lighting Manager, has also recognized these same problems. He has been persistent in his efforts to solve them and has proposed several viable alternatives.

Based on this input, we took a careful look at our street lighting operations and concluded that quick action is necessary. I have apprised the City Management Analysis and Review Division of our thoughts. They concur that action should be taken now rather than waiting for the City-wide facilities study. Outlined below is the current situation and our recommendations:

Facts

1. The plans for some street lighting projects are not signed by a Registered Electrical Engineer. In other lighting projects the City pays a consultant for design services. The cost of these consulting services has averaged approximately \$700 per year, and the potential costs would be an additional \$16,500 in FY '75-76 if all lighting projects were designed by a consultant.
2. There is little physical control over lighting stock. This stock has an estimated value of \$142,000. There is no inventory of the lighting stock, no reorder procedure, and no pricing to individual lighting projects.
3. There are nine scattered storage facilities. There is no City record of what stock is in which storage facility.
4. The Lighting Bureau has been asked to vacate two storage facilities representing about 30% of the total storage area. Another 25% of the storage area is on a temporary 30-day lease.

5. Maintenance of City-owned street lights is done by a private firm on a monthly purchase order.
6. The City is paying a contractor overtime rates for emergency repairs while not utilizing an existing City standby electrician system which costs the City about \$ 6,000 per year.
7. The Lighting Bureau is smaller, both in personnel and responsibility than most of the divisions in other Bureaus.
8. A great deal of analytical work must be done in the next year to define street lighting needs, establish standards, develop a financial plan, and solve our management problems. In future years the magnitude of the job will be reduced and the job content will change.
9. The operation of the lighting program requires three distinct skills; technical electrical engineering, management analysis, and public relations. While these skills are not necessarily mutually exclusive, it is a unique combination. The recruitment process for Lighting Manager did not produce an individual that we believe can perform satisfactorily in all three areas.
10. There is an unmet need for a registered electrical engineer in other public works projects.

Recommendations

1. Merge the Street Lighting Bureau with the Engineering Services Bureau by establishing a Lighting Division within the Engineering Bureau.
2. Eliminate the position of Lighting Manager and substitute a Senior Management Analyst to lead the Lighting Division and attack the management problems.
3. Fill a current Senior Engineer vacancy in the Engineering Services Bureau with an Electrical rather than a Civil Engineer. This position leads the current Technical Services Division. The cost of engineering services will be charged to the lighting fund on the basis of time spent on lighting projects.
4. Transfer the warehousing of lighting stock to the Maintenance Bureau and merge it with other stores operations. This will include physically moving most of the stock to Stanton Yard. The responsibility for inventory control procedures, reorder, and expenditure control will remain with the Lighting Division.

5. Take an exact inventory of current stock, establish a stores account, and establish an inventory control and reorder system.
6. Transfer the maintenance of City-owned street lights to the Maintenance Bureau. Use our own electrician crews to the fullest extent possible. Keep a rigorous record of maintenance activity to determine the workload and proper future maintenance procedures. The maintenance costs will be monitored by the Lighting Division for cost effectiveness.
7. Complete the previously approved Needs Study as quickly as possible. The results will be necessary to establish a good maintenance program, plan capital projects, and future administration of the lighting function.
8. Consider all of the above changes as interim measures. After one year, when the lighting workload will change, we should make a critical analysis of all street lighting functions and staffing needs.

Financial Impact

1. A savings of \$2,632 per year by changing the Lighting Manager to Senior Management Analyst.
2. Elimination or reduction of the need for electrical engineering consultants.
3. Elimination of the liability of not having plans signed by a registered electrical engineer. Professional engineering control and consolidated construction inspections will reduce extra bills.
4. An increase in storage costs to the lighting fund to pay for greater security of lighting stocks. The lighting fund will pay the general fund for the time required to handle the stock.
5. An expected, but untested, reduction in maintenance costs.

Attached is a suggested ordinance merging the Bureaus. Information will be submitted to the Civil Service Board this week to initiate the personnel classification changes.

The appropriate interagency agreements between Street Lighting and Maintenance and within Engineering Services are now being prepared. These will contain the estimated storage and maintenance costs and outline Maintenance Bureau staff requirements. While we do not now know the exact numbers, the net result will decrease general fund requirements for the Department of Public Works.

PW-CI
Street
Lighting

May 6, 1975

From the Office of
Commissioner Connie McCreedy
Room 311, City Hall

FOR IMMEDIATE RELEASE

Commissioner Connie McCreedy's Public Works Citizens Advisory Committee has come up with some recommendations on organization and procedures which the commissioner says have an excellent chance of being implemented.

"This group really rolled up their sleeves and decided to give the department a thorough examination," said Commissioner McCreedy.

"Chris Christianson, the Chairman, knowing the Bureau of Lighting had been without a permanent head for over a year asked me if they could study that bureau first? Naturally, I was pleased and gave him the full speed ahead.

"They examined the bureau's budget and policies for nearly two months and have made the following recommendations:

1. All inventory should be placed in one central location.
2. Stanton Yard electricians should take over all maintenance of City owned street lights.
3. The Park Bureau lighting division should be merged into the Street Lighting Bureau.

"^WColles Mallory, our new City Engineer, who has been on the job barely 30 days, along with Public Works Administrator, Mike Lindberg, met with the group immediately after his arrival in Portland. They were impressed with the Task Force members' survey and the recommendations they proposed. Mr. Lindberg asked the City Engineer to make the Lighting Bureau his first order of business."

May 6, 1975

From the Office of
Commissioner Conni

According to Mr. Mallory he found the bureau's inventory spread over nine different parts of the City. This, he felt was not only inefficient but invited possible security problems.

Also, because no permanent bureau head had been around to recommend changes in policy, the maintenance work on City owned lights had been performed by the same electrical company on a per call basis. While no particular call or group of calls exceeded the City's contractual limitation of \$2,500, total annual maintenance now approaches \$20,000. Mallory felt while this practice may have had economic benefits when City ownership was low, it has now reached the point where the use of our City electrical crews for maintenance makes more economic sense. He concurs with this advisory committee recommendation, and will make the change accordingly.

In addition, Mr. Mallory has ordered the placing of all inventory in one central location. This will probably be on the second floor of the City's Kerby Building.

He is still investigating the possibilities of park lights merging with street lights.

"In any event," stated Mr. Mallory, "This advisory committee gets full credit and if this is what is meant by citizen participation, I'm all for it."

"I am thoroughly delighted," said Commissioner McCready. "This coupled with the excellent work done by the Swan Island Task Force does great credit to the citizen committees in Portland."

The Public Works Citizen Advisory Committee includes Dick Priestly, Simon Stanich, Ed Storms, George Tsongas, and Arthur Wahlers, in addition to Chairman Chris Christianson.

May 6, 1975

Wasn't using the same contractor for \$25,000 annual work on street light maintenance in violation of the Charter's \$2,500 limitation?

No! Where no actual project exists, and a bureau head requires someone to perform work as needed--in this case on a per call basis--he is allowed to use his own judgement on the economics of the situation.

You must realize that calling for bids is a costly process--that is one reason the City recently requested the \$2,500 limitation be raised. The economics of going to bid on any type of contract less than \$10,000 is in serious question, and where maintenance service contracts are concerned the figure may even be higher.

May 6, 1975

Wasn't using the same contractor for \$2,500 annual work on street light maintenance

file

M E M O R A N D U M

May 7, 1975

TO: Mayor Goldschmidt
Commissioner Ivancie
Commissioner Jordan
Commissioner Schwab

FROM: Connie McCreedy, Commissioner of Public Works

SUBJECT: Reorganization--Bureau of Lighting

The attached report to Mike Lindberg from Cowles Mallory recommends major organizational changes in the Bureau of Lighting.

As Mr. Mallory indicates, his study was prompted by a review of the bureau made by the Public Works Citizens Advisory Committee. The committee recommended that all bureau inventory, currently stored in nine different places, should be moved to one location; and maintenance of street lights should be performed by Stanton Yard electricians instead of private contractors.

The City Engineer did not stop there, however, but instead examined the entire operation. He has made an excellent set of recommendations which I endorse wholeheartedly.

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bg

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George Tsongas
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THE CITY OF
PORTLAND



OREGON

DEPARTMENT OF
PUBLIC WORKS

CONNIE McCREADY
COMMISSIONER

OFFICE OF
PUBLIC WORKS
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400 S.W. SIXTH AVE.
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10. There is an unmet need for a registered electrical engineer in other public works projects.

Recommendations

1. Merge the Street Lighting Bureau with the Engineering Services Bureau by establishing a Lighting Division within the Engineering Bureau.
2. Eliminate the position of Lighting Manager and substitute a Senior Management Analyst to lead the Lighting Division and attack the management problems.
3. Fill a current Senior Engineer vacancy in the Engineering Services Bureau with an Electrical rather than a Civil Engineer. This position leads the current Technical Services Division. The cost of engineering services will be charged to the lighting fund on the basis of time spent on lighting projects.
4. Transfer the warehousing of lighting stock to the Maintenance Bureau and merge it with other stores operations. This will include physically moving most of the stock to Stanton Yard. The responsibility for inventory control procedures, reorder, and expenditure control will remain with the Lighting Division.

5. Take an exact inventory of current stock, establish a stores account, and establish an inventory control and reorder system.
6. Transfer the maintenance of City-owned street lights to the Maintenance Bureau. Use our own electrician crews to the fullest extent possible. Keep a rigorous record of maintenance activity to determine the workload and proper future maintenance procedures. The maintenance costs will be monitored by the Lighting Division for cost effectiveness.
7. Complete the previously approved Needs Study as quickly as possible. The results will be necessary to establish a good maintenance program, plan capital projects, and future administration of the lighting function.
8. Consider all of the above changes as interim measures. After one year, when the lighting workload will change, we should make a critical analysis of all street lighting functions and staffing needs.

Financial Impact

1. A savings of \$2,632 per year by changing the Lighting Manager to Senior Management Analyst.
2. Elimination or reduction of the need for electrical engineering consultants.
3. Elimination of the liability of not having plans signed by a registered electrical engineer. Professional engineering control and consolidated construction inspections will reduce extra bills.
4. An increase in storage costs to the lighting fund to pay for greater security of lighting stocks. The lighting fund will pay the general fund for the time required to handle the stock.
5. An expected, but untested, reduction in maintenance costs.

Attached is a suggested ordinance merging the Bureaus. Information will be submitted to the Civil Service Board this week to initiate the personnel classification changes.

The appropriate interagency agreements between Street Lighting and Maintenance and within Engineering Services are now being prepared. These will contain the estimated storage and maintenance costs and outline Maintenance Bureau staff requirements. While we do not now know the exact numbers, the net result will decrease general fund requirements for the Department of Public Works.

ORDINANCE NO.

An Ordinance amending the Code of the City of Portland by repealing the present Chapter 3.12 thereof relating to the Office of Public Works Administrator and enacting and substituting in lieu thereof a new Chapter 3.12, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that the Department of Public Works was recently reorganized to provide for an Office of Public Works Administrator and to organize and delegate the functions of such Office of Public Works Administrator; that additional reorganization of this office is necessary; that in order to accomplish such administrative reorganization it is necessary to amend the Code of the City of Portland by repealing the present Chapter 3.12 Public Works Administrator and substitute and enact in lieu thereof a new Chapter 3.12; that such substitution should be made for the purposes of properly defining the administrative responsibilities within the Department of Public Works and the various Bureaus thereof; now, therefore, the Code of the City of Portland, Oregon is hereby amended by repealing in its entirety the present Chapter 3.12 Public Works Administrator and enacting and substituting in lieu thereof a new Chapter 3.12, which new Chapter shall be in accordance with Exhibit "A" attached to the original only of this ordinance and by this action made a part thereof.

Section 2. Inasmuch as this Ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland

in this: In order that the administrative structure of the Department of Public Works may be properly organized and defined in the appropriate section of the Code of the City of Portland, Oregon, without undue delay, therefore an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Chapter 3.12

PUBLIC WORKS ADMINISTRATOR

Sections:

3.12.005	Public Works Administrator
3.12.010	Office of Public Works Administrator
3.12.015	Public Works Administrator's Staff
3.12.020	Bureau of City Engineering Services
3.12.030	Bureau of Street and Structural Engineering
3.12.040	Bureau of Sanitary Engineering
3.12.050	Bureau of Maintenance
3.12.060	Bureau of Wastewater Treatment
3.12.070	Bureau of Refuse Disposal

3.12.005 Public Works Administrator. There shall be a position of Public Works Administrator in the Department of Public Works. The Public Works Administrator shall be appointed by the Commissioner of Public Works after consultation with the other members of the City Council concerning such appointment.

3.12.010 Office of Public Works Administrator. The Office of the Public Works Administrator shall consist of the Public Works Administrator and such subordinate employees as he may assign. The office shall be divided into the administrative units designated in this chapter. Except as otherwise provided, the Public Works Administrator shall assign the supervisor of each unit.

3.12.015 Public Works Administrator's Office Staff. Under the direct supervision of the Public Works Administrator shall be the Public Works Administrator's office staff consisting of the City Engineer and such other officers or employees as the Public Works Administrator or the City Council may assign.

3.12.020 Bureau of City Engineering Services. The Bureau of City Engineering Services shall be supervised by a professional engineer and shall include such other employees as the Public Works Administrator may assign. This Bureau shall provide effective technical information to engineering and administrative management by establishing control systems which will permit access to, a rapid analysis of, technical data required for engineering decisions and prompt remedial action; furnish support services to assist engineering design and construction activities by insuring accurate and timely input of basic petition, resolution, survey, right-of-way, and specification information; provide those public services

necessary to protect the welfare, convenience and safety of the public through controlled use of the street surface and subsurface right-of-way. This Bureau shall also protect the general welfare and safety of all Portland's citizens by responding to the need for street lighting within the City, particularly in the areas of traffic and pedestrian ways, as aid in the prevention of crime. This Bureau will be responsible for street lighting installation contracts and all matters related thereto, and provide assistance, in an advisory capacity, to those responsible for lighting of City property and shall perform other administrative functions assigned by the Public Works Administrator.

3.12.030 Bureau of Street and Structural Engineering. The Bureau of Street and Structural Engineering shall be supervised by a professional engineer and shall include such other employees as the Public Works Administrator may assign. This bureau shall provide management, under the direction of the City Engineer and the Public Works Administrator, of the financial and engineering resources required for the design and construction of all City streets and all public works structures within the street right-of-way and other structures assigned to the Public Works Administrator; provide professional engineering services required for the legal accomplishment and acceptance of such improvements by the City Engineer and the Public Works Administrator; provide services to the public and other agencies concerning street improvements; provide professional engineering services required for a maintenance inspection program for all public works bridges, structures and guardrails within the street right-of-way and provide professional engineering services required for design approval of structures proposed by others within the street right-of-way.

3.12.040 Bureau of Sanitary Engineering. The Bureau of Sanitary Engineering shall be supervised by a professional engineer and shall include such other employees as the Public Works Administrator may assign. This bureau shall provide management, under the direction of the City Engineer and the Public Works Administrator, of the engineering, planning and design of all new wastewater collection and treatment facilities, field engineering and inspection to assure contract compliance, administration of the sewer regulations in Title 17 of the code, including financial and construction planning and administration of a self-supporting wastewater collection and treatment system which will meet the environmental needs of the City.

3.12.050 Bureau of Maintenance. The Bureau of Maintenance shall be supervised by a superintendent and shall include such other employees as the Public Works Administrator may assign. This bureau shall be responsible for the maintenance and repair of streets, sewers, sidewalks, bridges and structures; the maintenance and repair of traffic aids and

signs including parking meters, street cleaning, the administration of public works stock and such maintenance equipment as is assigned to this bureau by the office of the Public Works Administrator.

3.12.060 Bureau of Wastewater Treatment. The Bureau of Wastewater Treatment shall be supervised by a superintendent and shall include such other employees as the Public Works Administrator may assign. This bureau shall be responsible for management and operation of the wastewater treatment system and shall supervise and direct activities related to the operation and maintenance of those units of the wastewater treatment system that are assigned by the Public Works Administrator. This bureau shall not be responsible for engineering or actual construction or reconstruction in the sewage disposal system.

3.12.070 Bureau of Refuse Disposal. The Bureau of Refuse Disposal shall be supervised by a director and shall include such other employees as the Public Works Administrator may assign. This bureau shall be responsible for operation of a sanitary landfill for the Portland area, where acceptable solid wastes are disposed of in a manner conforming to established legal and esthetic standards.

*PW-CE
Street lighting*

May 7, 1975

From the Office of
Commissioner Connie McCready
Room 311, City Hall

Commissioner Connie McCready announced today that major organizational changes in the City's Street Lighting Bureau have been recommended by the City Engineer, Cowles Mallory.

In a report to Public Works Administrator, Mike Lindberg, Mallory requests the bureau, which has only six employees, be reduced to division status and placed under the Bureau of Engineering Services. The position of Lighting Manager, no longer required, would be eliminated and a Senior Management Analyst would head the new Lighting Division, bringing an annual salary saving of \$2,635.

The lead position of the City Engineer's Technical Services Division, currently vacant, will be filled by an electrical engineer who can be utilized by the Lighting Division on a needs basis. This will greatly reduce the necessity of hiring outside consultants, presently used for the bureau's electrical design work. Potential cost for consultants in fiscal '75-'76 could reach \$16,500.

The recommendations also include two suggestions made by the Public Works Citizens' Advisory Committee. The City's Stanton Yard electricians would replace the use of private contractors on street light maintenance, and all lighting inventory, now stored over nine locations, would be relocated to Stanton Yard. The City Engineer reports these two items should produce additional, but untested, cost reductions.

Page 2

Mallory considers the changes to be interim measures only. After a one year experience factor, another analysis will be made and needs reassessed.

"I'm especially pleased with the potential cost savings involved," said Commissioner McCready, "and I will introduce an ordinance for the reorganization on next week's Council calendar."

WSL:bg

THE CITY OF
PORTLAND



OREGON

DEPARTMENT OF
PUBLIC WORKS

CONNIE McCREADY
COMMISSIONER

OFFICE OF
PUBLIC WORKS
ADMINISTRATOR

400 S.W. SIXTH AVE.
PORTLAND, OR. 97204

May 6, 1975

TO: Mike Lindberg
FROM: Cowles Mallory *Cowles*
SUBJECT: Street Lighting Organization & Management

Public Works Task Force, appointed by Commissioner McCready, has reviewed the Street Lighting operations. They have pointed out several management deficiencies and suggested possible solutions.

John Firmin, Acting Lighting Manager, has also recognized these same problems. He has been persistent in his efforts to solve them and has proposed several viable alternatives.

Based on this input, we took a careful look at our street lighting operations and concluded that quick action is necessary. I have apprised the City Management Analysis and Review Division of our thoughts. They concur that action should be taken now rather than waiting for the City-wide facilities study. Outlined below is the current situation and our recommendations:

Facts

1. The plans for some street lighting projects are not signed by a Registered Electrical Engineer. In other lighting projects the City pays a consultant for design services. The cost of these consulting services has averaged approximately \$700 per year, and the potential costs would be an additional \$16,500 in FY '75-76 if all lighting projects were designed by a consultant.
2. There is little physical control over lighting stock. This stock has an estimated value of \$142,000. There is no inventory of the lighting stock, no reorder procedure, and no pricing to individual lighting projects.
3. There are nine scattered storage facilities. There is no City record of what stock is in which storage facility.
4. The Lighting Bureau has been asked to vacate two storage facilities representing about 30% of the total storage area. Another 25% of the storage area is on a temporary 30-day lease.

*PW-CE
Sheet 8/75*

5. Maintenance of City-owned street lights is done by a private firm on a monthly purchase order.
6. The City is paying a contractor overtime rates for emergency repairs while not utilizing an existing City standby electrician system which costs the City about \$ 6,000 per year.
7. The Lighting Bureau is smaller, both in personnel and responsibility than most of the divisions in other Bureaus.
8. A great deal of analytical work must be done in the next year to define street lighting needs, establish standards, develop a financial plan, and solve our management problems. In future years the magnitude of the job will be reduced and the job content will change.
9. The operation of the lighting program requires three distinct skills; technical electrical engineering, management analysis, and public relations. While these skills are not necessarily mutually exclusive, it is a unique combination. The recruitment process for Lighting Manager did not produce an individual that we believe can perform satisfactorily in all three areas.
10. There is an unmet need for a registered electrical engineer in other public works projects.

Recommendations

1. Merge the Street Lighting Bureau with the Engineering Services Bureau by establishing a Lighting Division within the Engineering Bureau.
2. Eliminate the position of Lighting Manager and substitute a Senior Management Analyst to lead the Lighting Division and attack the management problems.
3. Fill a current Senior Engineer vacancy in the Engineering Services Bureau with an Electrical rather than a Civil Engineer. This position leads the current Technical Services Division. The cost of engineering services will be charged to the lighting fund on the basis of time spent on lighting projects.
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March 12, 1975

490
File
PW-CE
Street Lighting

NEIL GOLDSCHMIDT, MAYOR

BUREAU OF
MANAGEMENT AND BUDGET

KENNETH C. JONES, MANAGER
BUDGET DIVISION

MICHAEL L. KAIEL, MANAGER
MANAGEMENT ANALYSIS

1220 S.W. FIFTH AVENUE
PORTLAND, ORE, 97204
503/248-4038

MEMO

TO: Mike Lindberg, Administrator
Public Works

FROM: Mike Kaiel, Manager *Mike Kaiel*
Management Analysis & Review Division

SUBJECT: Bureau of Street Lighting - Storage Facility Options

An analysis of the Street Lighting Study was made by my staff during the last week. A meeting was then held March 10 with John Sparks to clarify some issues raised during the review. John stated that a decision had been made to store the materials in a central location and his job was to identify the most appropriate area.

It was our opinion that certain policy questions should be satisfactorily answered before any study recommendations are implemented. The purpose of this memo is to raise some of these issues.

Based on our previous work in the Water Bureau and our general knowledge of the City, the storage problems of the Bureau of Street Lighting are not unique. Unless recurring problems of a serious nature are resulting from present storage practices, any action taken by the Bureau should be part of a City-wide analysis of facilities, storage and inventory practices. Such a study has been budgeted for the next fiscal year and action is being taken by our office and Facilities Management to develop a comprehensive work plan.

The following, then, is a list of questions which should be addressed prior to implementing the recommendations in the storage study. The questions are not directed at the study, but are rather a series of general management and financial issue areas which should eventually be addressed.

1. Should the City contract for maintenance of street lighting or perform these services in-house?

A detailed cost analysis would be necessary to determine the least cost alternative. Since the City has a renewed lighting levy, this would be the appropriate time to make such a determination.

Mike Lindberg
March 12, 1975
Page Two

2. If maintenance services are contracted out, should the City or contractor be responsible for the storage of the materials?
3. If the City assumes an obligation for materials, should storage be the responsibility of the City or the vendor?
4. In relation to the study, what justification is there for the recommendations made? What are the problems with the current situation? What problems would be incurred by making a change? What criteria have been selected to make the analysis? (Again, these were beyond the scope of the project as defined for Facilities Management.)

These broad areas we feel should be addressed before any changes are made. I have also attached a list of more specific questions which should be considered in detail.

I am sure you are aware of many of these questions, as is the acting Bureau Manager, John Firmin. I would suggest that we meet at a time convenient for the both of you to discuss the study and our review comments. We will certainly provide any assistance possible within the scope and time frame of our current contract.

MK/jm

CC: John Firmin
Les Davis
Jim Hanson

March 11, 1975

MEMO

TO: Mike Kaiel

FROM: Dennis Kessler *D.K.*

SUBJECT: Bureau of Street Lighting - Storage Facility Options

I have reviewed the Storage Facility Options draft report prepared by Facilities Management for the Bureau of Street Lighting. In general, I feel the report leaves a number of important questions unanswered. While the scope of the project was narrowly defined, the recommendation in the report should be considered in relation to the questions which follow. These questions are raised under the assumption that the information collected will be used within a comprehensive decision making process.

- . What is the relationship and/or priority of this study to the storage and space needs of other City bureaus?
- . What criteria was used to reach the conclusions?
- . What justifications have been shown to reach the conclusions?
- . How is work done in the Bureau?
- . What is the optimal method of doing work in the Bureau?
- . What are alternatives to the optimal method of doing work in the Bureau?
- . How does work flow in the Bureau?
- . What is the layout of the present facilities?
- . What is the relationship of the work to the layout?

Mike Kaiel
March 11, 1975
Page Two

- . How is the Bureau organized?
- . How is the Bureau managed?
- . What are the operational criteria of the Bureau?
- . What are the present space needs and/or requirements of the Bureau?
- . What are the future needs and requirements of the Bureau?
- . What future impact will energy conservation have on the operations and objectives of the Bureau?
- . What impact will changing facilities have on the public?
- . What is the political repercussions of different facilities?
(new or rented)
- . How will security be affected?
- . How will amenities and intangibles be affected?
- . What effect does the present facilities have on the questions asked above?
- . What are the alternatives for the questions asked above?
- . What is the present cost of operations to the City?
 - . Material control.
 - . Material loss and damage.
 - . Extra travel and transportation.
 - . Opportunity costs lost to space being presently used by Bureau?
- . How can a central facility be cost justified since it is such a small Bureau?
- . What is the optimal organization, centralized or decentralized?
- . What is the total cost of changing the present facilities?
 - . Maintenance cost?
 - . Operating costs?
 - . Moving and set-up costs?
 - . Capital improvement costs?

Mike Kaiel
March 11, 1975
Page Three

- . What is the cost benefit of changing facilities?
 - . Rate of return
 - . Amortization
- . How would these changes be financed?
- . What are the alternatives to the questions asked above?
- . What alternatives for location exist other than those mentioned?
- . What is optimal location?
- . Should the City store materials for private contractors?
- . Should private contractors do work for the Bureau or should the Bureau of Maintenance conduct the work?
- . How can future requirements be known or suggested if the future direction of the Bureau's organization and its controlling factors are not known or analyzed?
- . What technical improvements are anticipated in the future or available now?
- . How can Stanton Yard be considered a good location at this time? (There will be an effect on traffic since Stanton Yard already has poor access problems. Space is not known to be available at Stanton Yard at this time.)
- . What is the best immediate plan for the Bureau?
- . What is the best long-range plan for the Bureau?
- . What is the best method of reaching the long range plans from the short-range plans?
- . What is the criteria for selecting alternatives to all these questions?
- . What controls should be used to evaluate plans?

JAN 28 1974

CT
PW - CT
Burr Lighting

CITY OF PORTLAND

AND

PORTLAND GENERAL ELECTRIC COMPANY

AGREEMENT FOR
STREET LIGHTING SERVICE

DATED Jan. 28, 1974

PUBLIC WORKS
JAN 29 1974
Commissioner's Office

AGREEMENT FOR STREET LIGHTING SERVICE, between

City of Portland

....., hereinafter called the "Customer," and PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, hereinafter called the "Company."

IN CONSIDERATION of the promises hereinafter set forth, the parties agree as follows:

1. *Term of Agreement* This agreement shall continue in full force and effect for a term of five years from the.....1st.....day of.....January....., 1974, to the.....31st.....day of.....December....., 1978, and thereafter from year to year until termination on any anniversary date by 30 days advance notice.
2. *Service and Rates* Street lighting service shall be furnished to the Customer by the Company in accordance with Schedule 91 of the Company's current tariff on file, a copy of which is attached hereto and marked "Exhibit A." This agreement and the rates provided for herein shall be subject to all terms and conditions of orders or tariffs now or hereafter issued or approved by the Public Utility Commissioner of Oregon.
3. *Record of Street Lights* A list of street lights and street lighting facilities subject to this agreement at the commencement of the term hereof is attached hereto and marked "Exhibit B." The Company shall maintain a current record of street lights and street lighting facilities subject to this agreement, showing the rate options applicable and including changes authorized by the Customer in accordance with "Exhibit A." At or near each anniversary date of this agreement, a list of changes shall be prepared by the Company and shall be submitted to the Customer for verification; upon verification, the list shall become part of this agreement.
4. *Billing and Payment* The Customer shall pay for street lighting service furnished hereunder, upon receipt of itemized bills prepared in accordance with said Schedule 91 from the said record of street lights and street lighting facilities subject to this agreement, and also in accordance with Exhibits C and D.
5. *Successors and Assigns* This agreement shall inure to and bind the successors and assigns of the Customer and of the Company.

6. *Cancellation of Previous Agreements* Any and all former agreements between the Customer and the Company for street lighting service as covered by this agreement are hereby canceled and terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers as below subscribed on the 28th day of January, 1974.

AS TO THE CUSTOMER : City of Portland

Charles J. Gear
Witness

By [Signature]
(Title) Mayor

Myrell Schuelderman
Witness

x Attest [Signature]
(Title) Commissioner of Public Works

AS TO THE COMPANY : PORTLAND GENERAL ELECTRIC COMPANY

J. L. Hunt Jr
Witness

By [Signature]
Vice President

Myron A. Hanson

Attest [Signature]
Secretary

Approved as to rate:

By [Signature]
Manager, Rate and Research Dept.

Approved as to form:

By [Signature]
City Attorney

PHILIP...
BY [Signature]

SCHEDULE 91 STREET AND HIGHWAY LIGHTING

AVAILABLE

In all territory served by the Company.

APPLICABLE

To lighting service for public streets and highways, and public grounds and areas, supplied to municipalities or agencies of federal or state governments where funds for payment for electric service are provided through taxation.

CHARACTER OF SERVICE

From dusk to dawn daily, controlled by light sensitive relay or time switch at the Company's option.

MONTHLY RATE FOR STANDARD EQUIPMENT

The following monthly rates are for street lighting luminaires in accordance with Company specifications as to equipment, installation, maintenance and operation. Option A is for luminaires owned, maintained and supplied with electric energy by the Company. Option B is for maintenance and energy supplied to luminaires owned by the Customer. Option C is for the furnishing of electric energy to luminaires owned and maintained by the Customer. Under Options A and B, luminaires may be mounted on wood poles of the Company's distribution system.

Maintenance by the Company includes group lamp replacement and glassware cleaning on Company schedule. Individual lamps will be replaced on burnout as soon as reasonably possible after notification by the Customer and subject to the Company's operating schedules and requirements.

Type of Light	Lumens	Monthly Rate		
		Option A	Option B	Option C
Incandescent	1,000	\$1.52	\$1.32	\$0.82
	2,500	2.14	1.74	1.24
	4,000	2.87	2.32	1.72
	6,000	3.51	2.86	2.21
	10,000	4.63	3.88	3.18
Mercury Vapor	4,000	3.33	2.18	0.98
	7,000	3.38	2.23	1.33
	10,000	4.17	2.67	1.72
	21,000	5.02	3.47	2.47
	55,000	9.21	6.16	5.26
Sodium Vapor	48,000	7.52	3.82	2.47

(Continued on other side)

Issued November 2, 1973

E. F. Wildfong, Assistant Vice President

Effective with meter readings
taken on and after November 5, 1973

SCHEDULE 91 (Continued)

Additional monthly rates for metal posts and wood poles in accordance with Company specifications:

	<u>Monthly Rate</u>
Company owned and maintained metal posts:	
16' or less, metal post	\$2.10
25' metal post	3.00
30' metal post	3.20
30' metal post, davit type	3.50
35' metal post, davit type	5.00
Maintenance of Customer owned steel post	.55
Maintenance of Customer owned aluminum post	.25
Company owned wood poles for street lighting only:	
Standard pole for overhead service	1.00
Painted pole for underground service, 35' or less	1.50

NON-STANDARD EQUIPMENT

Special rates are available for ornamental, non-standard luminaires and posts. Those rates that have been approved by the Public Utility Commissioner of Oregon appear separately on Sheet 91A of the Schedule 91 tariff.

SPECIAL CONDITIONS

Customer is responsible for trenching and restoration required for underground service.

The location of Company owned street lighting equipment may be changed at Customer request and upon payment by the Customer of the costs of removal and reinstallation.

If Company owned street lighting equipment is removed and not replaced, a removal charge will be made, consisting of the installed cost less accrued depreciation, and less salvage value and plus cost of removal.

The following discount will be applied to each size luminaire under Options A and B:

- First 1,000 luminaires — No discount
- Next 2,000 luminaires — 5% discount
- Over 3,000 luminaires — 10% discount

TERM OF AGREEMENT

Not less than five years.

GENERAL TERMS AND CONDITIONS

Service under this schedule is subject to the General Terms and Conditions contained in the tariff of which this schedule is a part.

(Continued on Sheet 91A)

SCHEDULE 91
STREET AND HIGHWAY LIGHTING
(Continued)

MONTHLY RATES FOR NON-STANDARD EQUIPMENT

The following special monthly rates are for ornamental non-standard luminaires and posts installed in accordance with Company specifications as to equipment, installation, maintenance and operation. All terms and conditions included under the standard Schedule 91 tariff on the preceding Sheet No. 91 are applicable to these rates.

<u>Luminaires</u>	<u>Monthly Rate</u>
175 watt/7,000 lumen, M. V., special box-like enclosure, similar to G. E. "Space Glo" unit	
including energy only	\$ 1.33
including energy and maintenance only	2.23
including energy, maintenance and investment charges	4.88
21,000 lumen, M. V., rectangular enclosure, Type PW 400, including energy, maintenance and investment charges	7.92
55,000 lumen, M. V., spherical anodized aluminum enclosure, including energy, maintenance and investment charges	13.31
1,000 watt/55,000 lumen, M. V., special box-like enclosure, similar to G. E. "Space Glo" unit:	
including energy and maintenance only	6.51
including energy, maintenance and investment charges	11.86
 <u>Additional Charge for Posts</u>	
18' aluminum, rectangular box, to go with Type PW 400 luminaire, including investment and maintenance charges	3.20
35' tapered steel post, painted, similar to PumCo tapered post:	
including maintenance charges only	1.00
including investment and maintenance charges	6.50

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS** The following terms when used in this tariff and in the application or agreement for electric service shall have the meanings given below, unless otherwise clearly indicated:

(a) *Company*: Portland General Electric Company.

(b) *Customer*: An individual, partnership, corporation, organization, government, governmental agency, political subdivision, municipality or other entity supplied with electric service by the Company at one location.

(c) *Electric Service*: The availability of electric energy at the point of delivery for use by the Customer, irrespective of whether electric energy is actually used.

(d) *Energy*: Electric energy, measured in kilowatt hours (kwh).

(e) *Demand*: The maximum rate of delivery of electric energy during a month, measured in kilowatts (kw) registered over a thirty-minute period.

(f) *Reactive Demand*: The maximum delivery of reactive kilovolt amperes (kvar or kilovars) during a month, registered over a thirty-minute period.

(g) *Month*: An interval, of approximately thirty days, between successive normal meter reading dates.

2. **TERRITORY SERVED** Electric service is supplied to Customers by the Company in the State of Oregon in Clackamas, Columbia, Hood River, Marion, Multnomah, Polk, Washington and Yamhill Counties, including service in several cities and towns therein.

3. **VOLTAGE, PHASE AND FREQUENCY** All electric service provided by the Company is sixty-cycle alternating current, except for a small amount of direct current which is supplied only to equipment which has been served with direct current at its present location since February 24, 1942.

Voltage and phase are specified by each Rate Schedule under "Character of Service." Secondary service is supplied, as available and applicable as follows: The nominal secondary voltages from overhead distribution lines and underground distribution lines in the overhead service areas are 120 volts single-phase two-wire, 120/240 volts single-phase three wire, 120/208 volts three-phase four-wire wye, 120/240 volts three-phase four-wire delta, and 277/480 volts three-phase four-wire wye, all of which will be grounded. Under certain conditions ungrounded service may be supplied from these distribution lines at a nominal 480 volts single-phase two-wire, 240 volts three-phase three-wire and 480 volts three-phase three-wire.

(Continued on Sheet No. 102)

GENERAL TERMS AND CONDITIONS (Continued)

10. INSPECTION The Company shall have the right, but shall not be obligated, to inspect any installation before service is supplied or at any later time, and reserves the right to refuse service to any installation which does not conform to accepted standards of construction, installation and maintenance. The Company shall not be responsible for inspection of Customer's equipment and shall not be liable or responsible for any loss or damage resulting from defects in the installation, or from accidents which may occur on the Customer's premises.

11. METERING The Company will provide all meters necessary for measuring the electric service used by the Customer, and will maintain the same in accurate operating condition.

An accurate account of all meter readings will be kept on the books of the Company; use of electric energy as evidenced by such account shall be accepted and received at all times and places, and in courts, as prima facie evidence of the use of electric service, and shall be the basis on which bills are calculated.

A demand meter, or a reactive demand meter, will be installed whenever required to determine proper application of the rate schedule. Demand will be read to the nearest whole kilowatt, and reactive demand will be read to the nearest whole kilovar. At the Company's option, demand may be determined by test or assessment.

Should any meter be unaccessible due to circumstances on the customer's premises or should any meter fail to register correctly the amount of energy, demand or reactive demand used by the Customer, the amount of such use will be estimated by the Company from the best available sources and evidence.

An occasional special reading of a Company meter may be made, for an additional charge, if requested by the Customer and if such reading can, in the Company's opinion, reasonably be made in the ordinary course of business.

12. BILLING The rate schedules in this tariff set forth the rate expression for one month's service. Ordinarily meters will be read and bills rendered at intervals of one month; however, the Company reserves the right to read meters and render bills for a period shorter or longer than one month, in which case the minimum charges, demand charges, reactive demand charges and the number of kilowatt hours in each of the rate blocks of the schedules will be adjusted accordingly.

(Continued on Sheet No. 105)

Issued November 2, 1973

E. F. Wildfong, Assistant Vice President

Effective with meter readings
taken on and after November 5, 1973

GENERAL TERMS AND CONDITIONS (Continued)

13. PAYMENT OF BILLS All bills, except final or closing bills, are due and payable at the office or authorized pay station of the Company on or before ten days from date of issuance, unless otherwise specified on the bill; final or closing bills are due and payable on presentation.

14. DISCONTINUANCE OF SERVICE Upon the Customer's failure to pay when due all tariff charges for service rendered, or failure to comply with any of the terms or conditions of this tariff applying to such service, the Company shall have the right at its option, in addition to all other rights and remedies at law or in equity, to cancel or terminate the agreement under which electric service is supplied or to discontinue the delivery of electric energy with or without cancellation or termination of such agreement, until all sums due it shall have been paid or violations of the tariff corrected. This option may be exercised whenever and as often as any default shall occur and neither delay nor omission on the part of the Company to exercise such option at any time shall be deemed a waiver of its right to exercise same at a later time.

15. RECONNECTION CHARGE Whenever service has been discontinued because of default by the Customer, a charge may be collected by the Company before service is restored.

16. MINIMUM CHARGE FOR COMPANY FACILITIES When Company facilities required for service to a Customer are high in cost as compared with estimated or actual revenue, the Customer may be required to execute a written service agreement specifying a minimum charge based on Company investment used exclusively for service to the Customer; for loads causing objectionable fluctuations in service voltage, the basis for the minimum charge may include any additional Company investment in commonly used service facilities installed for the purpose of reducing such voltage fluctuations.

(Continued on Sheet No. 106)

GENERAL TERMS AND CONDITIONS (Continued)

17. EXCESS REACTIVE DEMAND CHARGE In any month when the Customer's demand is 50 kilowatts or more and the reactive demand in kilovars is more than 60% of such demand in kilowatts, the Customer will pay 45¢ for each kilovar of reactive demand in excess of 60% of the demand in kilowatts. This charge for excess reactive demand is separate from and in addition to charges under the monthly rate for demand and energy or under the minimum charge as specified by the rate schedule. At the Company's option, it may be applied to demands less than 50 kilowatts if the equipment served operates at low power factor.

18. TEMPORARY SERVICE Temporary service is electric service which, in the Company's opinion, is not expected to continue indefinitely at the same location, and therefore may involve the retirement of Company investment before it can be depreciated. Examples include, but are not limited to: service to contractors engaged in residential, commercial or industrial construction, service to temporary commercial enterprises such as gravel pits or Christmas tree lots, and service to occasional entertainment enterprises such as fairs and carnivals.

A customer requesting temporary service will be required to pay costs of installation and removal of Company facilities, including overhead and with credit allowed for material salvage value. In addition, the Customer will pay the regular charge for electric service under the applicable rate schedule, provided that the amount so charged will be not less than the cost, as determined by the Company, of supplying such service.

19. SEASONAL SERVICE, RESIDENTIAL A charge will be made to disconnect, and an additional charge will be made to reconnect, service to residential premises which are not the place of legal residence of the Customer or which are occupied only during certain seasons of the year or only intermittently throughout the year, while the Company's account for the premises remains in the name of the same Customer.

20. STAND-BY SERVICE Emergency, breakdown or other stand-by service will be supplied by the Company only under special contract specifying the rates, terms and conditions governing such service.

(Continued on Sheet No. 107)

GENERAL TERMS AND CONDITIONS (Continued)

21. INTERRUPTION AND CURTAILMENT OF SERVICE The Company will exercise reasonable care to provide adequate and continuous electric service, but does not guarantee same and shall not be liable for injury, loss or damage resulting from any failure, interruption, suspension, curtailment or fluctuation of electric service nor shall such failure, interruption, suspension, curtailment or fluctuation constitute a breach of contract.

Interruptions of service may include the following:

Interruptions from causes beyond the Company's reasonable control including, but not limited to, fire, flood, winds, acts of the elements, court orders, insurrections or riots, generation failures, lack of sufficient generating or transmission capacity, breakdowns of or damage to facilities of the Company or of third parties, acts of God, strikes or other labor disputes, civil, military or governmental authority, electric disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected and acts or omissions of third parties.

Suspensions of a temporary nature of electric service when necessary for making repairs or improvements to its facilities which will be made with diligence and as far as practical in a manner to minimize the inconvenience of the customer.

Automatic or manual actions taken by the Company, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the Company's electrical system or any electrical system with which it is interconnected.

Curtailement of service will be in accordance with the Curtailement Program outlined on Tariff Sheet No. 5 and may include the following:

Curtailement of service by a program of voluntary load reduction by the customer.

Curtailement of portions of a customer's load by a program of involuntary reduction.

Curtailement of all service to a customer by a program of involuntary nature.

(Continued on Sheet No. 108)

GENERAL TERMS AND CONDITIONS (Continued)

22. **SUBMETERING** Submeters or memorandum bills will not be provided by the Company, except to those premises where they were provided prior to the effective date of this tariff sheet; whenever submeters or memorandum bills for any particular premises are discontinued, they will not again be provided.

23. **RESALE** Resale is defined as the furnishing of electric service by a Customer to any person when such service is separately billed or paid. Electric service will not be supplied for resale, except under Schedule 32 for resale to tenants of the Customer at applicable rates of the Company on premises where the Customer engaged in resale to tenants through installations existing prior to November 5, 1973.

24. **RIGHTS-OF-WAY** The Company shall be granted all rights-of-way and easements over the property of the Customer for the erection, maintenance, repair, replacement or use of any or all wires, poles, machinery, apparatus and fixtures necessary or convenient for the supplying and delivery of electric service to the Customer, and at all reasonable times shall be granted free access to the premises of the Customer for reading meters and inspecting, testing, removing or replacing any or all equipment belonging to the Company.

25. **OVERHEAD LINE EXTENSIONS** The Company will extend its overhead facilities to serve permanent Customers, over rights-of-way acceptable to the Company and provided that the revenue to be received is adequate in relation to the cost of the extension. If estimated revenue is considered inadequate in relation to cost, the provisions of Section 16 hereof, "Minimum Charge for Company Facilities", may be applied. If permanence of the load is doubtful, the extension may be constructed in accordance with Section 18 hereof, "Temporary Service", and may be adjusted later to permanent status if the load proves to be permanent.

26. **UNDERGROUND LINE EXTENSIONS IN OVERHEAD SERVICE AREAS** The Company will install underground service facilities for direct service to permanent Customers in overhead service areas, on Company-approved rights-of-way, based on the conditions contained in this Section 26.

Transmission lines and heavy distribution feeders will not ordinarily be placed underground; however, if it is determined that underground construction is feasible, the customer will pay the difference between the estimated costs of underground and overhead construction and, in addition, will pay the installed cost of any existing overhead facilities to be removed, less accrued depreciation and salvage value, and plus cost of removal.

(Continued on Sheet No. 109)

GENERAL TERMS AND CONDITIONS (Continued)

Underground service to residential Customers in single-family houses and separately metered single-family apartments and mobile homes will be provided under Schedule 7. If the line extension cost is excessive, the Customers may be required to pay the excess above a reasonable cost established by the Company. The Customers will pay the installed cost of any existing overhead facilities to be removed, less accrued depreciation and salvage value, and plus cost of removal. When service to a single-family house is converted from overhead to underground, the Company will assist within specified limits in the modification of service entrance equipment, to enable the Customer to accept all of the installed underground service capacity which could ultimately be utilized.

Underground service to non-residential Customers will be furnished in lieu of overhead service which otherwise would be furnished by the Company, to the extent that the Company's cost is not increased thereby; any additional facilities will be the responsibility of the Customer. In addition, the Customer will pay the installed cost of any existing overhead facilities to be removed, less accrued depreciation and salvage value, and plus cost of removal.

27. TAX ADJUSTMENT The rates specified in this tariff are subject to increase by the applicable proportionate part of any directly allocable taxes and assessments imposed by any governmental authority, in excess of those in effect after the effective date of this tariff, which are assessed on the basis of meters or customers, or the price of or revenue from electric energy or service sold, or the volume of energy generated, transmitted, or purchased for sale or sold. Any such increase shall continue in effect only for the duration of such taxes and assessments.

No increase or decrease in rates will be made by the Company under the provisions of this section without the approval of the Public Utility Commissioner of Oregon; complete information regarding any such proposed increase or decrease will be submitted to the Commissioner not later than thirty days prior to the proposed effective date for the change.

28. CONFLICT In case of conflict between a provision of a rate schedule and the General Terms and Conditions, the rate schedule provision shall apply.

29. P. U. C. RULES, REGULATIONS AND ORDERS The rules, regulations and orders of the Public Utility Commissioner of Oregon, now and hereafter issued, insofar as they are lawful, are by reference hereby made a part of this tariff.

GENERAL TERMS AND CONDITIONS (Continued)

In certain Company-designated underground districts the nominal secondary voltage is 120/208 volts; at the option of the Company, 277/480 volt service may be made available under certain conditions. Electric service may be supplied at higher voltage when applicable by the terms of a rate schedule.

The Company endeavors to maintain its frequency and its service voltages within reasonable limits, but does not guarantee same.

4. POINT OF DELIVERY Unless otherwise designated in a service agreement, the point of delivery is the first point of connection of the Company's facilities to the Customer's conductors or equipment, without regard to the location of the Company's metering equipment. Company liability ceases at the point of delivery, except for equipment owned and maintained by the Company; the Customer assumes all other liability beyond the point of delivery.

The Company may, at its option, furnish electric service through one point of delivery to two or more adjacent buildings used for a single business function under one ownership.

5. BASIS OF RATES The rate schedule for each class of service named in this tariff is based upon the supply of electric service for each Customer through one meter. Any additional service supplied to the same Customer at a different voltage or phase, or at another point of delivery, shall be separately metered and billed.

6. APPLICATION FOR SERVICE Each prospective Customer desiring electric service may be required to sign the Company's standard form of application for electric service or other evidence of agreement before service is supplied by the Company.

In the absence of a signed agreement or application for service, the delivery of electric service by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement by and between the Company and the Customer for delivery and acceptance of electric service under the applicable rate schedules, terms and conditions contained therein, and these general terms and conditions.

For electric service in large quantity or under special conditions, the Company may require a suitable written agreement. No such agreement or any modification thereof shall be binding upon the Company until executed by its duly authorized officer.

(Continued on Sheet No. 103)

GENERAL TERMS AND CONDITIONS (Continued)

7. **DEPOSIT** In the absence of credit references satisfactory to the Company, the Customer may be required to make a suitable deposit not exceeding twice the estimated average monthly bill to guarantee payment. The Company will pay interest on such deposit at the rate of 6% per year, compounded annually.

8. **CUSTOMER'S FACILITIES** The Customer shall provide, install and maintain all wiring and equipment beyond the point of delivery, except that the Company will maintain its instrument transformers and will install and maintain its meters, transformers and related equipment when located beyond the point of delivery. Customer's wiring shall conform to applicable municipal, county and state requirements, and to accepted modern standards as exemplified by the National Electric Safety Code, the National Electric Code, and the Utility Rules and Regulations published by the Company. The installation of distribution or service equipment by the customer that is operated over 600 volts shall be of types and characteristics approved by the Company.

Before any addition is made to the Customer's electrical equipment, the Customer shall notify the Company in writing of the addition planned, thereby allowing the Company to ascertain whether any changes are needed in its equipment or distribution system and to make such alterations in the charges for electric service as may be required by its tariff for the changed installation. If any damage results to the meters, transformers, or other equipment of the Company through failure of the Customer so to notify the Company, the amount of such damage shall be paid by the Customer.

The Customer's load shall be reasonably balanced between phases of a three-phase service or between ungrounded conductors of a single-phase three-wire service. The Customer's equipment shall not cause excessive voltage fluctuations on the Company's lines, and the Company has the right to refuse service, to discontinue service or to regulate hours of service, to loads which could, in the Company's opinion, impair service to other Customers.

9. **COMPANY EQUIPMENT ON CUSTOMER'S PREMISES** All meters, wires and other equipment furnished by the Company and installed within the Customer's premises shall remain the property of the Company and may be removed by the Company upon discontinuance of service. The Customer shall provide space for the Company's property on the Customer's premises, and shall exercise proper care to protect same; in the event of loss or damage to the Company's property, arising from neglect, carelessness or misuse by Customer, the cost of necessary repairs or replacements shall be paid by the Customer.

(Continued on Sheet No. 104)

CURTAILMENT PROGRAM

Electric system energy or capacity deficiencies may require the Company to implement a load curtailment program. Mandatory actions under this program will normally be taken only when a regional deficiency exists. Forecasted required levels of curtailment related to deficiencies in storage reservoirs and stream runoff in the Pacific Northwest Power Pool area will be set forth by the Load Curtailment Subcommittee of the Pacific Northwest Utilities Conference Committee. Any curtailment action by the Company will be in coordination with other utility systems in the region.

The curtailment program shall be in accordance with State, Regional and Federal directives. In the absence of such directives, the Company may, to the extent required by the operating characteristics of the electrical system and the nature of the deficiency, implement a curtailment program. Unless it is necessary in the judgment of the Company to vary said sequence in order to protect system performance, integrity, reliability or stability, the steps shall be in the following order:

Voluntary Curtailment

1. Initiate curtailment of all nonessential Company use.
2. Request through public news media that all customers voluntarily curtail nonessential use.
3. Request curtailment of nonessential use by governmental agencies and institutions at all levels.
4. Request voluntary curtailment of nonessential use in all large buildings.
5. Direct specific requests to all Major-use Customers (as defined below) for voluntary curtailment of nonessential use.
6. If additional curtailment is required, make an intensified public appeal for voluntary curtailment of less essential uses and give notice that if such curtailment does not occur, mandatory curtailment actions will be required.

In the event it appears that the above actions will not provide the necessary load reduction, the Company will take the following actions after giving notice to the Public Utility Commissioner of Oregon.

(Continued on Sheet No. 5A)

As used herein, the terms Major-use Customer, Base Period and Base Period Load shall have the following meaning:

- (a) A Major-use Customer is a customer who used 75,000 kilowatt hours in any monthly billing cycle during the Base Period, or who it is estimated would use 75,000 kwh (without curtailment) in any billing month in the 12-month period after the base period.
- (b) The Base Period is the 12-month period ending July 31 preceding implementation of Step 1 above.
- (c) The Base Period Load for each month during the curtailment period shall be the use during the corresponding month of the 12-month Base Period.

Non-Voluntary Curtailment

7. Commence non-voluntary curtailment in accordance with governmental directives or in absence thereof order curtailment by all Major-use Customers by a percentage of Base Period Load identical for all such customers.

Prior to the implementation of the above step, the Company will establish the Base Period Load for each Major-use Customer, in consultation with such customer where required.

An adjustment in the monthly Base Period Load to reflect changes in the customer's operation should be documented by the customer with a brief description of the changes in the customer's operation justifying the change. When the utility representative and the customer cannot reach agreement on an adjustment in the Base Period Load, the customer will be advised of the appeal procedures through the Public Utility Commissioner of Oregon. Pending action on the appeal, Base Period Load will be determined by the serving utility.

The Base Period Load for a new Major-use Customer shall be determined by the utility based on the customer's planned load and hours of use.

8. Through public news media, the Company will inform all customers other than Major-use Customers of recommended means of achieving a comparable reduction. Actions by civil authorities and by the Company to obtain load curtailment by customers other than Major-use Customers are intended to effect approximate equality of curtailment amongst all customers.

(Continued on Sheet No. 5B)

9. If additional reduction of load is required, the Company may utilize operational procedures as necessary to maintain integrity of service including voltage reduction and interruption of service. To the extent practical, public notice will be given through news media before such operational procedures are implemented.

During any month of non-voluntary curtailment, the percentage level of voluntary monthly load curtailment achieved by a customer will be credited toward the monthly requirement for non-voluntary curtailment when maintained during that month. As an example, if a 10% non-voluntary load reduction is required, a customer who has already achieved a 4% level of reduction on a voluntary basis will only be required to curtail an additional 6% during the months the voluntary load reduction is maintained.

Customers may schedule load curtailment in any period and in any manner to minimize economic costs, hardship or inconvenience, provided that the required load curtailment (if determined on other than a daily basis) shall be assured within each period, such period not to be longer than one month.

Any customer who considers that non-voluntary curtailment in accordance with the provisions of this rate schedule shall impose an unusual and excessive hardship upon him may present his reasons therefor, and a statement of the facts supporting such reasons to the Commissioner.

The percentage specified for non-voluntary curtailment may be increased or decreased as system conditions require.

If competent governmental authority determine that differing percentage curtailment should apply to different uses of energy, the percentages provided for under non-voluntary curtailment will be modified accordingly.

The Company shall have the right to inspect the Customer's facilities and operating schedules to determine whether the Customer has complied with load curtailment required. If a Customer has not so complied and continues to fail to comply after receiving notice of noncompliance from the Company and adequate time to cure, the Company may discontinue service to such Customer until it is assured that the Customer will comply with directed load curtailment.

(Continued on Sheet No. 5C)

Major use customers, who would otherwise be subject to curtailment at more than one location in Oregon, may schedule curtailment among locations in Oregon in any manner which satisfies the customers and the companies that the required curtailment level will be achieved. However, no such scheduling among locations may go into effect until the user provides to the Commissioner, in writing, an outline of the proposed schedule, a statement of the manner in which the total curtailment level will be calculated and assured, and a description of the effect of the schedule on employees and customers of the user.

(Continued on Sheet No. 5D)

EXHIBIT C

Special Flat Charges And Credits For City of Portland Street Lighting

<u>Item</u>	<u>Monthly Charge (or credit)</u>
1. Charge for ornamental post served from underground circuits prior to July 1, 1960	\$1.93
2. Credit for customer installed pole footings, installed prior to December 31, 1973	(.35)
3. Charge for special Company owned double davit pole	.25
4. Charge per luminaire for underground circuit installed with distribution system prior to February 1, 1965	1.75
5. Charge per luminaire for underground circuit installed with distribution system between February 1, 1965 and December 31, 1973	3.40

Special Energy Rate For Metered Street Lighting Only

Street lights installed prior to December 31, 1973:

These lights will be billed under Option C with a 40¢ per light per month credit for City owned and maintained circuits.

(Rate subject to change or modification by orders or tariffs hereafter issued or approved by the Public Utility Commissioner of Oregon)

EXHIBIT D

Rate For Traffic Signals In City of Portland Only
(Experimental, January 1, 1974 through December 31, 1975)

<u>Size Intersection</u>	<u>Estimated Range Of Kwh Per Month</u>	<u>Monthly Rate Per Intersection</u>
Small	0-200	\$ 2.50
Medium	200-800	7.50
Large	over 800	12.50

The City of Portland shall initially provide the Company a list of traffic signal intersections grouped according to the above sizes. The City will be responsible for updating this list as new installations are made, existing installations removed or wattage increased or decreased.

Intersections with more than two converging streets shall be considered as multiple intersections and rated accordingly - N.E. 12th and Sandy Blvd. for example.

During the experimental period the City shall continue to make provisions for metering each intersection.

(Rate subject to change or modification by orders or tariffs hereafter issued or approved by the Public Utility Commissioner of Oregon)

AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

ROOM 202
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,
County of Multnomah,
CITY OF PORTLAND,

} ss

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of ORDINANCE NO. 137613, passed by the Council December 19, 1973, being, "An Ordinance authorizing an agreement with Portland General Electric Company to provide street lighting service to the City for a 5 year period commencing January 1, 1974 through December 31, 1978, and declaring an emergency",

with the original thereof, and that the same is a full, true and correct copy of such original

ORDINANCE NO. 137613,

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed this 20th day of December, 1973.

George Yerkovich

Auditor of the City of Portland

By *Edna Cervera* Deputy

ORDINANCE No. 137613

An Ordinance authorizing an agreement with Portland General Electric Company to provide street lighting service to the City for a 5 year period commencing January 1, 1974 through December 31, 1978, and declaring an emergency.

The City of Portland ordains:

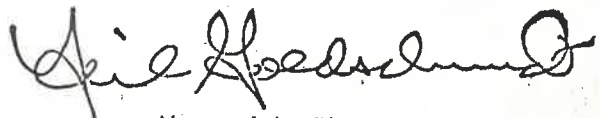
Section 1. The Council finds that it is desirable and necessary to have an agreement for street lighting services with a private power utility company; that Portland General Electric Company has provided such service to the City in the past and that the present agreement expires December 31, 1973; that a new agreement should be authorized with Portland General Electric Company to provide street lighting service to the City for a 5 year period commencing January 1, 1974 through December 31, 1978; now, therefore, the Mayor and Commissioner of Public Works are hereby authorized to enter into an agreement with Portland General Electric Company to provide street lighting service to the City of Portland for a period of 5 years commencing January 1, 1974 and ending December 31, 1978, such agreement to be in accordance with the form of agreement attached to the original only of this ordinance, marked Exhibit "A," and by this reference made a part of this ordinance.

Section 2. The Mayor and Auditor are hereby authorized and directed to draw and deliver warrants in payment of the services by Portland General Electric Company as indicated in Exhibit "A," which warrants shall be charged to the Street Lighting Fund [10].

Section 3. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that the street lighting agreement authorized in Section 1 of this ordinance may be effective prior to January 1, 1974 without interruption in service; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

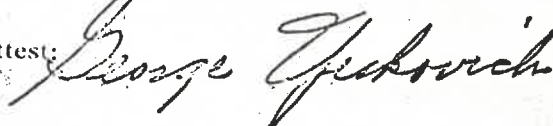
Passed by the Council, DEC 19 1973

Commissioner Anderson
December 13, 1973
RLH/fg



Mayor of the City of Portland

Attest:



Auditor of the City of Portland

DEPARTMENT'S COPY

File: JAN 28 1974

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By *Joseph Schullerman*
Deputy

PORTLAND GENERAL ELECTRIC COMPANY

ELECTRIC BUILDING

PORTLAND, OREGON 97205

HILBERT S. JOHNSON
SENIOR VICE PRESIDENT

*file
lighting*
September 18, 1974

The Honorable Francis J. Ivancie
Utilities Commissioner
City Hall
1220 S.W. Fifth Avenue
Portland, Oregon 97204

*PW-CE
Bur. of Lighting*

Dear Commissioner Ivancie:

In December 1973, Portland General Electric Company submitted to the City of Portland a plan to remove PGE's overhead facilities in a portion of the northwest core area and replace them with underground facilities. This work was scheduled to be completed by the end of 1974 in accordance with Ordinance No. 120662.

PGE now finds that the customers' electrical needs along N.W. Front Avenue, between the Broadway and Steel Bridges, will be completely different in 1975. Since the customers' plans for this area are not yet definite, PGE is requesting permission to modify the schedule, extending the completion date to December 31, 1975. Attached is a sketch showing the area for which the extension of time is needed.

The reasons for requesting this extension of time are as follows:

1. This section of N.W. Front Avenue is bounded by the railroad yard on one side and a few small businesses on the other. Presently, PGE provides electric service to only four businesses - the remaining premises being vacant. Because of the McCormick Dock Project, all of the businesses in this area are scheduled to relocate by the end of 1974, at which time PGE will have no customers in the area.
2. Plans for the McCormick Dock Project are very indefinite at present. For all practical purposes any new facilities installed now would be insufficient upon completion of the McCormick Project.
3. One of the overhead circuits along N.W. Front Avenue is a 600 volt DC service to the Broadway Bridge. The Oregon Public Utility Commissioner has ordered PGE to eliminate this service by December 31, 1975. PGE is now in preliminary negotiations with Multnomah County to arrange for elimination of this service.

The Honorable Francis J. Ivancie
September 18, 1974
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4. The street lighting bureau for the City of Portland has also expressed concern about spending an appreciable amount of money here until the area plans are more definite. They have reviewed their costs and are considering asking PGE to leave sufficient wood poles and overhead street light circuits to maintain the existing street lights along N.W. Front Avenue.

This area is undergoing a tremendous change that will improve the waterfront area. Granting this extension of time will allow both PGE and the City's street lighting bureau to delay their work until the plans for the McCormick Dock Project are more definite.

Your efforts to grant this extension of time will be greatly appreciated.

Sincerely,

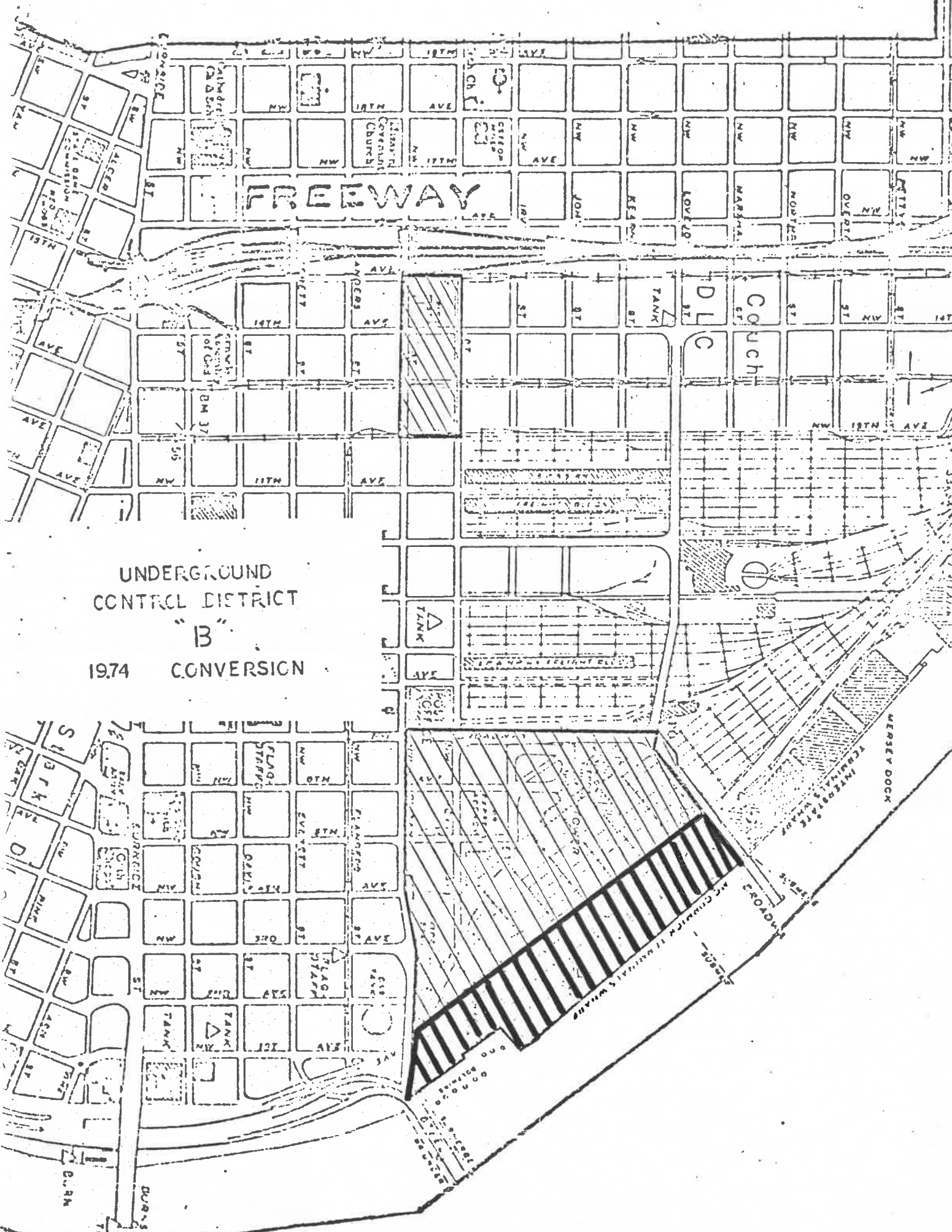


WS

Attachment

cc: Donald R. Norman (w/attachment) ✓
City of Portland

Kenneth H. Wheatley (w/attachment)
Multnomah County



UNDERGROUND
CONTROL DISTRICT
"B"
1974 CONVERSION

May 16, 1974

Mr. Frank R. Godwin
Street Lighting Consultant
Portland General Electric Company
621 S.W. Alder Street
Portland, Oregon 97205

Dear Mr. Godwin:

Thank you for providing the Bureau of Lighting with information pertinent to the underground conversion of N.W. Front from the Broadway Bridge to the Steel Bridge.

After careful research and evaluation of this proposal, I have decided not to participate in conversion at this time. We should plan to meet in the future and make arrangements for continued service, as per our conversation of May 10th. Thank you for your assistance in arriving at this decision.

Sincerely,



Donald R. Norman, Director
Bureau of Lighting

DRN:dlt

April 2, 1974

Mr. William T. Monahan
Assistant City Engineer
Room 313, Financial Building
400 S. W. Sixth Avenue
Portland, Oregon 97204

Dear Mr. Monahan:

Enclosed are two prints of our proposal for the underground served street lighting in the 1974 Northwest Conversion area. This is for N.W. Front from the Broadway Bridge to the Steele Bridge.

The following cost is for all trenching which is solely for the purposes of street lighting.

Breaking, excavating and removal of spoils	\$13,343.75
Backfilling and pavings	<u>5,718.75</u>
Total Trenching Cost	\$19,062.50

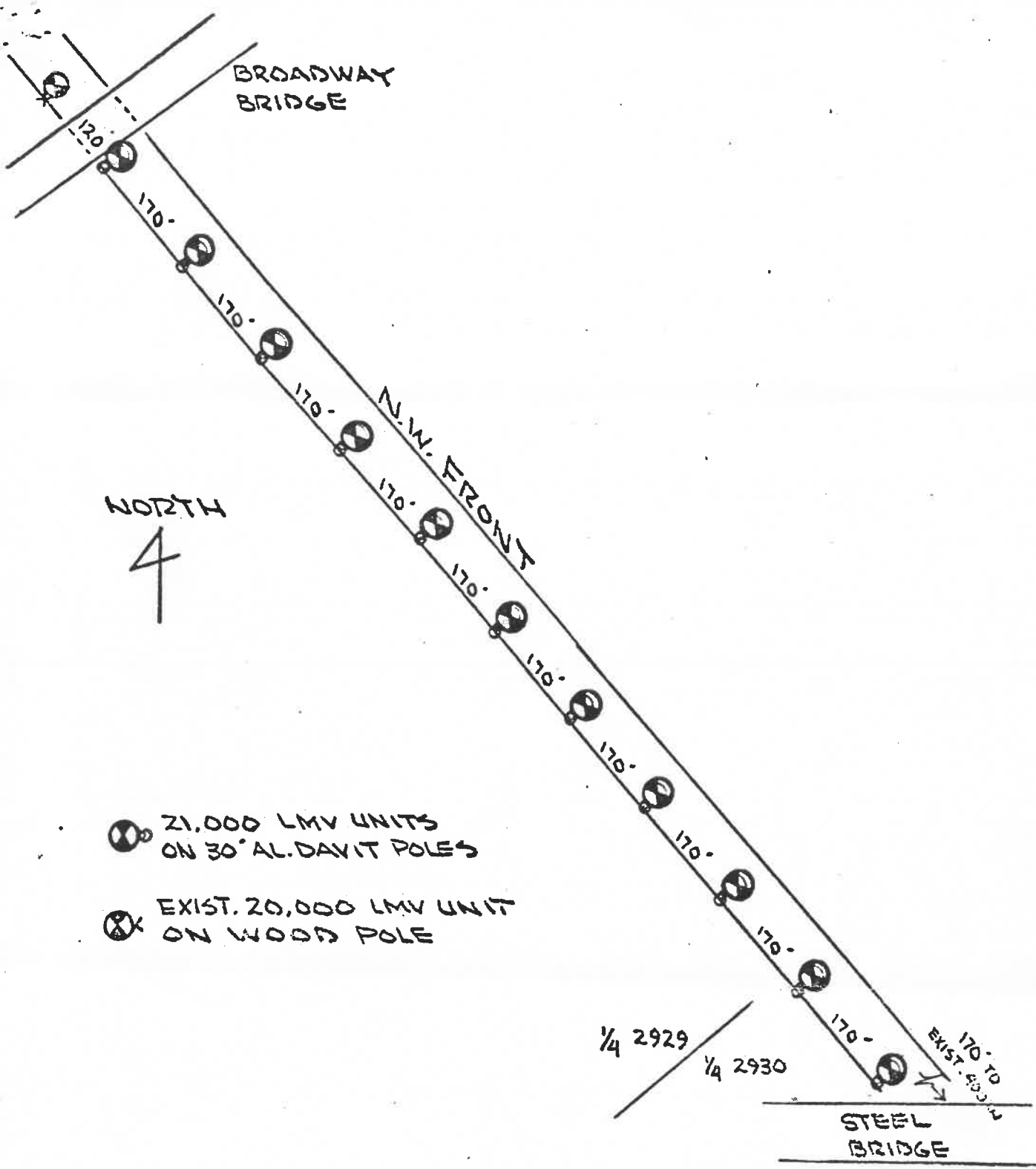
Based on the existing Schedule 91 tariff, Option A, the following monthly charges will be applicable:

11 - 20,000 LTV units @ \$5.02 each per month (less 10%)	\$49.70
11 - 30' aluminum davit poles @ \$3.50 each per month	<u>38.50</u>
Total Monthly Cost	<u>\$88.20</u>
Annual Cost	\$1,058.40

If, during your review and evaluation of this proposal, there are any questions, please call.

Sincerely,

Frank R. Godwin
Street Lighting Consultant



BROADWAY
BRIDGE

NORTH
4

N.W. FRONT

- ⊗ 21,000 LMV UNITS ON 30° AL. DAVIT POLES
- ⊗ EXIST. 20,000 LMV UNIT ON WOOD POLE


1/4 2929

1/4 2930

STEEL
BRIDGE

170' TO
EXIST. 403' A

1974 N.W. CONV.
OF N.W. FRONT

 PORTLAND GENERAL ELECTRIC CO. PORTLAND, OREGON	
SCALE: 1" = 200'	DATE:
DRAWN:	CHECKED:

CITY OF PORTLAND
INTER-OFFICE CORRESPONDENCE
(NOT FOR MAILING)

March 17, 1975



*PW-CE
Ben Lighting*

From Bureau of Lighting
To Office of Commissioner of Public Works
Addressed to Commissioner McCready
Subject Contract Extension

Our office has received a letter from L. W. Hembree Company (See attached copy) who is presently under contract No. 14402 to the City for a street lighting project on S.W. Georgian Place.

They have requested a sixty (60) day extension of the contract time due to a previous delay in the project.

It is our recommendation that such an extension be granted as indicated on the attached report prepared for your signature.

Sincerely,

John P. Firmin
Acting Lighting Manager

JPF:LJH:dlt
Enclosures (2)

*Hayes says
extension justified
CWSL 3/21/75*

- WRITE LETTER IN SPACE MARKED MESSAGE
- REMOVE YELLOW COPY FOR YOUR FILE
- MAIL OTHER COPIES TO ADDRESSEE

- WRITE YOUR REPLY IN SPACE MARKED REPLY
- KEEP WHITE COPY FOR YOUR FILE
- MAIL PINK COPY TO SENDER

City Street lighting
400 SW 6th
rm 413

FROM

L. W. HEMBREE CO.
1441 SE 82nd AVE.
PORTLAND, OREGON 97216
777-4555

DATE 2/12/75 SUBJECT Georgian pl

Please ext. our time on the above job for 60 days due to closure by yourself & bad weather.



L W Hembree

SIGNED

DATE OF REPLY _____

SIGNED _____

THIS COPY FOR PERSON ADDRESSED

FOLD

8

Bill:

Please review. The residents of Georgian Place have been upset with the amount of time it has taken Hembree to do this project and the manner in which it is being done. Let's make sure an extension, without penalty, is justified. It may very well be the bureau's fault, but let's check it.

A handwritten signature in dark ink, appearing to be 'Bill', is located below the typed text.