

ORDINANCE NO. 532.

Contract with Oregon Power Company for lights & fire Hydrants

Ord No. 532
 Contract
 with Ore
 Power Co.
 for lights
 and fire
 Hydrants

An Ordinance authorizing and directing a contract with the Oregon Power Company for Electric lights and fire Hydrants for the term of five years.

The People of the City of Albany do ordain as follows:

Section 1. That the Mayor and Recorder of the City of Albany be, and they are hereby authorized and directed to enter into the written contract, hereinafter set forth, in the name of the City of Albany, with the Oregon Power Company a corporation, for furnishing the City of Albany with electric lights and fire hydrants for the term ending Nov. 14th 1915; which said written contract shall be substantially in words and figures as follows, to-wit:

"This Agreement made and entered into, in duplicate, this 23rd day of November, 1910, by and between the City of Albany, Oregon, a municipal corporation, located in Linn County, State of Oregon, hereinafter called the City, and Oregon Power Company, a corporation duly incorporated and existing under the laws of the State of Oregon and having its principal office and place of business at the City of Portland in Multnomah County, State of Oregon, hereinafter called the Company.

Witnesseth, That the Company hereby agree to furnish electric light and water service to the said City, for the term commencing with the date of the execution of this agreement and ending on the 14th day of November 1915; and the City agree to take said electric light and water service for the said term and pay the compensation therefor hereinafter specified.

The Company agree to continue the twenty-eight (28) street arc lights now installed in the City of Albany and to install twenty-two (22) additional street arc lights making a total of fifty (50) street arc lights, and the City agree to pay the said Company for said fifty (50) street arc lights the sum of five dollars and fifty (5.50) cents per month for each of said street arc lights.

ORDINANCE NO. 532

Contract with Oregon Power Company for Lights & Fire Hydrants

It is agreed that the fifty (50) street arc lights being those now installed and the additional ones to be hereinafter installed, shall be what is known as the General Electric Arc and to operate on not less than six and six tenths (6.6) amperes, or lamps of equal or greater candle power, each of said arc lights to be kept burning continuously during the entire night time, that is to say from the time darkness begins in the evening until daylight of the following morning, provided, that a reasonable time not exceeding five (5) per cent shall be allowed for lights out on account of accident or unavoidable delay.

It is understood that the twenty eight (28) street arc lights now installed shall remain in the same location as the same now are, and the Company shall install the twenty-two (22) street arc lights herein provided for at such location in the City of Albany, as may be designated in writing by the Common Council of said City or the proper committee thereof, provided, however, that the designation of such locations shall be made and delivered to the Company by the City within four (4) weeks from the execution of this Contract.

It is further agreed that said street arc lights shall be placed at a height of from twenty-five (25) to thirty (30) feet from the ground so as to give the most effective service.

It is further agreed that the Company will not be required to install and maintain any arc light which would be located more than 2000 feet from the location of present arc lamps or further arc lamps to be installed.

It is further agreed and understood that the said rate of five dollars and fifty cents (\$5.50) per month herein agreed upon for said street arc lights is based upon a minimum number of fifty (50) street arc lights and in the event the City shall not designate the location of enough additional lights to make the whole number thereof fifty (50), including the twenty eight (28) now installed, then and in that event the Company shall be paid for the number of such street arc lights for which locations have been

ORDINANCE NO. 532

Contract with Oregon Power Company for lights & fire Hydrants.

designated at such a rate per are light as will make the sum of two hundred and seventy five (275) dollars per month for said street are lights; provided, however, that if at any time during the term of this contract the City shall desire to install over fifty (50) are lights the Company agrees to install any number of are lights over said number the same to be of the same kind as above provided for and the same service to be furnished as above provided for for the sum of five dollars and fifty cents (\$5.50) per month for each of said additional street are lights, the same to be located as designated by the City, provided, however, in the event that more than fifty (50) of said street are lights are at any time ordered and the location thereof designated by the City, as herein provided, then and in that event none or any of such additional street are lights shall be discontinued by the City during the then remaining part of the term of this contract nor the location thereof be changed by the City without the City paying the Company the reasonable expense of such change; nor shall the City discontinue or change the location of any of the twenty eight (28) street are lights now installed or any of the twenty two (22) street are lights to be installed, as above provided, after the same shall have been installed by the Company at the location designated therefor.

The Company agrees to furnish the necessary electric current, free of charge during the above term for the following lamps in the fire houses of said City and located as follows, to wit: Engine House No. 1, three (3) sixteen (16) c. p. lamps, all night service; Engine House No. 1. Hall, three (3) sixteen (16) c. p. lamps to be used only when hall is in actual use; Engine House No 2. Hall, three (3) sixteen (16) c. p. lamps to be used only when hall is in actual use; Engine House No 2. four (4) sixteen (16) c. p. lamps all night service and one (1) sixteen (16) c. p. lamp in bedroom, Chemical Engine Company, one (1) sixteen (16) c. p. lamp all night service.

The Company also agrees to furnish and the City hereby agrees to take and pay for, for the term aforesaid, the nine (9) fire plugs now installed in said City and an additional installation of thirty three (33) fire plugs as

Contract with Oregon Power Company for Lights & Fire Hydrants.

follows:

The Company agrees to maintain at their present locations the nine (9) four (4) inch fire plugs now installed in said City and to install and maintain on any streets in the City of Albany on which said Company now has located a four (4) inch main, or may hereafter locate such main, thirty-three (33) four (4) inch fire plugs, making a total of forty-two (42) four (4) inch fire plugs, for and at the monthly rate of two (2) dollars for each of said forty-two (42) fire plugs.

It is further agreed and understood that the said rate of two (2) dollars per month for said fire plugs herein agreed upon is based upon a minimum number of forty-two (42) fire plugs and in the event the City shall not designate the location of enough additional fire plugs to make the whole number thereof forty-two (42) including the nine (9) now installed, then and in that event the Company shall be paid for the number of such fire plugs for which locations have been designated at such a rate per fire plug as will total the sum of eighty-four (84) dollars per month for said fire plugs; provided, however, that at any time during the term of this contract the City shall desire to install over forty-two (42) of said fire plugs the Company agrees to install any number of such fire plugs over said number of forty-two (42) the said additional fire plugs to be of the same kind, as above provided, and to furnish same service as above provided, for the sum of two dollars (\$2.00) per month for each of said additional fire plugs the same to be located as designated by the City and at such places as the Company has a four (4) inch main, as above provided; provided, however, in the event of more than forty-two (42) of said fire plugs are at any time ordered and the locations thereof designated by the City, as herein provided, then and in that event none or any of such additional fire plugs shall be discontinued by the City during the then remaining term of this contract, nor the location thereof be changed without the City paying the Company the reasonable expense

ORDINANCE No. 532

Contract with Oregon Power Company for Lights + Fire Hydrants

of making such changes; nor shall the City discontinue or change the location of any of the nine (9) fire plugs now installed or any of the additional thirty-three (33) fire plugs to be installed, as above provided, after some shall have been installed by the Company at the location designated, as above provided for.

It is understood that the nine (9) fire plugs now installed shall remain in the same locations as the same now are, and that the Company shall install the thirty-three (33) additional fire plugs herein provided for at such locations in the City as may be designated in writing by the Common Council of the City of Albany, or the proper Committee thereof; provided, however, that the designation of such locations shall be made and delivered to the Company within four (4) weeks from the date of the execution of this contract.

It is further agreed that in case of fire the Company will use reasonable diligence, upon notification at its power house of such fire, to increase the pressure in its mains during such fire as much as may be permissible in order to increase the efficiency of paid fire hydrant service during such fire.

It is agreed that the Company will also furnish connections with all fire cisterns now constructed, and located on Company's mains or which may hereafter be constructed and located on Company's mains, and that the City will take and pay for same at the rate of one dollar (\$1.00) per month for each of said cisterns, during the term of this contract; provided, however, that each of said cisterns shall be kept in good repair by the City.

It is further agreed that the Company will install a new twelve (12) inch water main beginning at Third and Washington, extending East on Third Street to Broadalbin, thence East on Third Street a ten (10) inch main to Baker Street, thence north on Baker Street to Second Street, thence East on Second Street to Montgomery, thence east on Second Street an eight (8) inch main to Second and Main Streets, thence East on Second Street a six (6) inch main to Second and Denver Streets.

It is agreed between the parties that all bills in connection with this contract shall be paid monthly.

Contract with Oregon Power Company for Lights & Fire Hydrants.

and that the Company shall proceed with the work of installing the lights and hydrants, herein above provided for, promptly after the execution of this contract and designation of the locations thereof, as herein above provided, and that the City shall pay for same from the time same are installed and ready for service.

It is further agreed that the Company shall not be required to install or maintain additional fire hydrants, street arc lights or connections to fire cisterns during the last six months of this contract.

In consideration of the execution of this contract the Company agrees to do and perform all of the terms and conditions on its part to be performed, as herein before set forth, and the City in consideration thereof agrees to do and perform all of the things on its part to be performed, and pay the compensation thereof, as herein before set forth.

In witness whereof, the City of Albany has caused this contract to be executed by its Mayor and City Recorder under and by virtue of an ordinance passed by the Common Council of said City on the 23rd day of November, 1910 and entitled "An Ordinance authorizing and directing a contract with the Oregon Power Company for electric lights and fire hydrants for the term of five years" and the said Company has caused this contract to be executed by its proper officers and its corporate seal hereunto

Appended the day and year first herein above written.

Section 2. Inasmuch as certain districts in the City of Albany are without adequate street lighting and fire hydrant service and by reason of the want of such street lighting and fire hydrant service the peace, health and safety of the inhabitants of said City of Albany are in danger and such electric street lighting and fire hydrant service is appropriate and needed for the immediate preservation of the public peace, health and safety of the City of Albany, this ordinance is and the same is hereby declared a measure necessary for the immediate preservation of the public peace, health and safety of the City of Albany, and for the reasons stated in this section of this ordinance it is necessary that this ordinance shall become immediately operative and an emergency in

ORDINANCE No. 532

Contract with Oregon Power Company for Lights & Fire Hydrants

thereof and hereby declared to exist, and this ordinance shall take effect and be in full force from and after its approval by the Mayor.

Passed by the Council Nov. 23rd 1910.

The above ordinance was presented to the Mayor Nov. 25th 1910, and the same not having been approved or vetoed by him, it became a law this 6th day of December, 1910.

Attest:

J. M. Redfield
Recorder of the City of Albany.



CITY RECORDER'S CERTIFICATE

STATE OF OREGON, }
COUNTY OF LINN. } ss.

I, F. M. REDFIELD, Recorder of the City of Albany, in Linn County, and State of Oregon, do hereby certify that the foregoing ~~and annexed copy of~~

Ordinance No. 532
has been by me carefully compared with the original Ordinance bill No. 532
now on file in my office, and that it is a true and correct copy of all and the whole of said
Ordinance bill No. 532, as passed by the Council
of the City of Albany, Oregon, Nov. 23 1910

WITNESS, my hand and official signature and the seal of the City of Albany, this
6 day of December 1910

J. M. Redfield
Recorder of the City of Albany.