

ORDINANCE No. 1280

AN ORDINANCE authorizing and directing the Mayor and Recorder of the City of Albany, Oregon, to enter into a contract with Mountain States Power Company for electric street lighting and other lighting service for the City of Albany for the term of ten years.

THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Albany, Oregon, be and they are, hereby authorized and directed to enter into a written contract substantially as hereinafter set out in the name of the City of Albany, Oregon, with Mountain States Power Company, a Delaware Corporation, for electric street lighting and other lighting service for the City of Albany for a term of ten years, which said written contract shall be executed in duplicate in behalf of the City of Albany, Oregon, by the Mayor and Recorder and the corporate seal of said City affixed thereto as soon as possible after this ordinance is in force, and said contract shall be dated as of the date of its execution and be substantially in words and figures as follows, to-wit:

MEMORANDUM OF AGREEMENT, made and dated _____, 1928, between the City of Albany, Oregon, a municipal Corporation of the state of Oregon, situated in Linn County, hereinafter designated as the "City", and Mountain States Power Company, a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business in the State of Oregon, and operating in the City of Albany under and by virtue and franchise of said City, hereinafter designated as the "Company".

WHEREIN THE CITY AND COMPANY MUTUALLY AGREE AS FOLLOWS:

(1) The Company agrees to furnish and serve electric energy to the City for the City's Street lighting system and other public purposes, for the consideration, term and subject to the stipulations and agreements hereinafter expressed, and the City agrees to take said electric energy and service from the Company for said term and to pay the consideration therefor, subject to said stipulations and agreements.

(2) At each of the following street intersections and locations in the City of Albany, to-wit:

- | | |
|--------------------------------|--|
| 15th and Broadway | 9th between Cottage and Willetta |
| 15th and Park Terrace | 8th between Cottage and Willetta |
| 15th and Lawnridge | 8th and Willetta |
| Park Terrace and Clackamas | 9th and Willetta |
| Lawnridge and Clackamas | 10th and Willetta |
| Takena, north of 15th | 11th and Willetta |
| Takena and Clackamas | 12th and Willetta |
| Takena and Klannath | 7th between Elm and Yukon |
| 9th & Liberty | 7th & Yukon |
| 12th and Cottage | 12th and Elm |
| 11th and Cottage | 11th and Elm |
| 10th and Cottage | 10th and Elm |
| 9th and Cottage | 9th and Elm |
| 8th and Cottage | 8th and Elm |
| 7th and Elm | Water and Ferry |
| 6th and Elm | Alley between 2nd and 3rd and between Ferry and Broadalbin |
| 5th and Elm | Water and Broadalbin |
| 4th and Walnut | Alley and Broadalbin between 2nd and 3rd |
| 5th and Walnut | 3rd and Broadalbin |
| 6th and Walnut | 4th and Broadalbin |
| 7th and Walnut | 5th and Broadalbin |
| 8th and Walnut | 6th and Broadalbin |
| 9th and Walnut | 7th and Broadalbin |
| 10th and Walnut | 8th and Broadalbin |
| 10th and Maple | 9th and Broadalbin |
| 9th and Maple | 10th and Ellsworth |
| 8th and Maple | 9th and Ellsworth |
| 7th and Maple | 8th and Ellsworth |
| 6th and Maple | 7th and Ellsworth |
| 5th and Maple | 6th and Ellsworth |
| 4th and Maple | 5th and Ellsworth |
| West end of Bryant Park bridge | 4th and Ellsworth |
| 3rd and Vine | 3rd and Ellsworth |
| 4th and Vine | Water and Lyon |
| 5th and Vine | 10th and Lyon |
| 6th and Vine | 9th and Baker |
| 7th and Vine | 8th and Baker |
| 9th and Vine | 7th and Baker |
| 10th and Vine | 6th and Baker |
| 12th and Calapocia | 5th and Baker |
| 10th and Calapocia | 4th and Baker |
| 9th and Calapocia | 3rd and Baker |
| 8th and Calapocia | 2nd & Baker |
| 7th and Calapocia | 1st and Baker |
| 6th and Calapocia | 1st and Montgomery |
| 5th and Calapocia | 2nd and Montgomery |
| 4th and Calapocia | 3rd and Montgomery |
| 3rd and Calapocia | |
| 2nd and Calapocia | |

1st and Calapocia
 2nd and Washington
 3rd and Washington
 4th and Washington
 5th and Washington
 6th and Washington
 7th and Washington
 8th and Washington
 9th and Washington
 10th and Washington
 11th and Washington
 12th and Washington
 Washington between 12th and 13th
 13th and Ferry
 12th and Ferry
 11th and Ferry
 Ferry between 11th and 9th
 9th and Ferry
 8th and Ferry
 7th and Ferry
 6th and Ferry
 5th and Ferry
 4th and Ferry
 3rd and Ferry
 3rd and Jefferson
 2nd and Jefferson
 1st and Jefferson
 Water and Jefferson
 Water and Thurston
 1st and Thurston
 2nd and Thurston
 3rd and Thurston
 4th and Thurston
 5th and Thurston
 6th and Thurston
 9th and Thurston
 5th and Lafayette
 4th and Lafayette
 3rd and Lafayette
 2nd and Lafayette
 1st and Lafayette
 Water and Madison
 1st and Madison
 2nd and Madison
 3rd and Madison
 4th and Madison
 5th and Madison
 6th and Madison
 7th and Madison
 8th and Madison
 9th and Madison
 8th and Hill
 7th and Hill
 5th and Hill
 4th and Hill
 3rd and Hill
 2nd and Hill
 1st and Hill
 Water and Hill
 Front and Main
 Water and Main
 1st and Main
 2nd and Main
 3rd and Main
 4th and Main
 5th and Main
 6th and Main
 7th and Main
 8th and Main
 9th and Main
 8th and Sherman
 8th between Sherman and Pine
 7th and Oak
 7th and Pine
 8th and Cleveland
 Geary and Santiam Road
 5th and Geary

4th and Montgomery
 5th and Montgomery
 6th and Montgomery
 7th and Montgomery
 7th and Railroad
 6th and Railroad
 5th and Railroad
 4th and Railroad
 3rd and Railroad
 2nd and Railroad
 1st and Railroad
 Water and Jackson
 1st and Jackson
 2nd and Jackson
 3rd and Jackson
 4th and Jackson
 5th and Jackson
 6th and Jackson
 7th and Jackson
 8th and Jefferson
 7th and Jefferson
 6th and Jefferson
 5th and Jefferson
 4th and Jefferson
 Denver and Santiam Road
 Denver between Santiam Road and
 S.P.R.R.
 Cleveland and Santiam Road
 Cleveland and S.P.R.R.
 Santiam Road between Cleveland
 and Pine
 Santiam Road and Pine
 Santiam Road and east side of
 S.P. tracks
 Santiam Road and Sherman
 Pine between O.K. tracks and
 Salem Road
 Salem Road and Sherman
 Salem Road and Oak
 Salem Road and Pine
 Salem Road between Cleveland and
 Pine
 Salem Road between Cleveland and
 Geary
 Salem Road and Geary
 2nd and Geary
 2nd and Denver
 2nd and Cleveland
 2nd and Pine
 2nd and Oak
 2nd and Sherman
 1st and Sherman
 1st and Oak
 1st and Pine
 1st and Harrison
 1st and Cleveland
 1st and Denver
 Water and Denver
 Water and Cleveland
 Water and Harrison
 Water and Pine
 Water between Oak and Sherman
 Water and Sherman
 Front and Sherman
 Front and Oak
 Front and Pine
 Front and Harrison
 Front and Cleveland
 Front and Denver
 Oak between Front and Willamette

the Company shall maintain and renew at its own cost and expense one 100-
 Candle-Power, 6.6 ampere, series, alternating current, incandescent street
 lamp, complete with hood and reflector, to be placed on mast arms twelve
 feet in length and at a height of approximately twenty-two feet in the clear

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80/100 (\$709.80) Dollars per month, which sum the City hereby agrees to pay the Company for said lighting system and service promptly each month and during the month next succeeding the month in which said service was furnished. Said monthly charge of \$709.80 herein stipulated shall be subject to and the City allowed the discounts thereon specified in paragraph (13) hereinafter.

(10) In the event the City desires additional street lamps and/or ornamental posts at other street intersections or locations within the City limits, the Company will install the same within a reasonable time after notice and thereafter maintain the same, subject to and upon the following conditions, provisions and additional compensations, to-wit:

(a) No additional street lamps of the size and kind specified in paragraphs (2), (3) and (4) hereof, shall be located more than one city block distant from the Company's circuit or wires supplying service to the street lamps at the locations stipulated in said paragraphs (2), (3) and (4).

(b) The ornamental post system located on First Street as above specified may be extended either by another such system or by adding single post-type lamps thereto; provided, such additional system extension and any single post addition, can be connected with and served from the wires serving said system on First Street, and, provided further, that each additional post installed separately, or the nearest post if installed as a system, shall be located not more than one-half block distant from the wires of the above provided First Street system or from any additional lamp installed hereunder.

(c) In no event shall the Company be held or required to make any extension or extensions to said ornamental post-type system provided for herein, which shall require an aggregate expenditure in excess of \$6500.00 in any one year.

(11) If any such additional street lamps and/or ornamental post-type lamps shall be placed and installed under paragraph (10) hereof and electric energy furnished therefor, the City agrees to pay the Company for such additional post-type lamps and other lamps, as follows:

(a) For the first ten additional ornamental post-type lamps at the rate of \$6.10 each per month.

(b) For all over ten additional ornamental post-type lamps \$5.90 each per month.

(c) For each additional one hundred CP lamp \$22.00 per year.

(d) For each additional six hundred CP lamp \$66.00 per year.

(e) For each additional eighty CP. lamp \$20.50 per year.

The foregoing charges for additional lighting service shall be added to and paid promptly by the City to the Company each month at the times the monthly bills stipulated in paragraphs (7) and/or (9) hereof are paid.

(12) The said charges above specified in paragraph (11) for additional lamps shall be added to the flat monthly rates specified in paragraphs (7) and/or (9), as the case may be, and the gross amount thereby arrived at shall be subject to and the city have the benefit of, the discounts provided for and agreed upon in paragraph (13) hereinafter.

(13) The monthly flat rates stipulated in paragraphs (7) and (9) hereinabove, and any increase thereto created by additional installations hereinabove provided for at the rate stipulated in paragraph (11) hereinabove, shall be subject to and the City allowed the following discounts, to-wit:

For the first \$100.00 there shall be no discount.

For the next \$400.00 there shall be a discount of 10%.

For all over \$500.00 there shall be a discount of 15.00.

The foregoing discounts to be applicable and deducted from the gross amount of the monthly bill as determined by the rates and charges hereinabove stipulated, and the City in paying the Company shall be entitled to take and deduct the above discounts.

(14) The parties hereto agree that a renewal of service hereunder after the expiration of the term herein limited and a readjustment of charges satisfactory to both parties shall be optional with the City, however, the rates to be charged upon such renewal shall take into consideration, and the Company therein and thereby allowed to amortize, any portion of its investment on account of any of the ornamental type posts installed hereunder remaining unamortized at the end of the term of this agreement. However, it is expressly understood that title to said ornamental posts and equipment installed and/or used by the Company to maintain the street lighting system and the other service provided for under this agreement, shall at all times remain vested in the Company, with full right to remove the same after the expiration of the term, or sooner termination thereof.

(15) In maintaining the street lighting system and in furnishing the service called for by this agreement the Company may use the wires, poles, equipment and machinery it now has installed and in operation in the City of Albany, together with such additional wires, poles, equipment and machinery as the Company may find necessary in maintaining said system and furnishing the service in this agreement provided for.

(16) None of the street lamps, including ornamental post-type lamps, hereinabove specified and provided, nor any additional street lamps, including orna-

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mental light posts, ordered in by the City and installed hereunder, shall be discontinued or ordered taken out by the City during the term of this agreement, nor the location thereof required ~~to~~ to be changed by the City without the City paying the Company the reasonable expense of making any such changes, nor shall the Company be required to install any additional said bracket or suspension type street lamps hereunder within the last six months of the term of this contract, nor any additional ornamental post-type lamps within the last twelve months of said term.

(17) The street lamps herein provided for shall be continuously illuminated each night from dusk until dawn, but the Company does not guarantee continuous and uninterrupted service under the terms of this agreement, and under no circumstances shall the Company be held liable to or held responsible by the City on account of interruption to service caused by accident, damage to plant or equipment, or on account of circumstances beyond the control of the Company, nor in any event for consequential damages; however, the Company does agree to use due diligence to maintain continuous and uninterrupted service.

(18) This agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(19) Unless sooner terminated as herein elsewhere provided, this agreement shall be and remain in full force and effect for the term of ten years from and after the first day of the next month following the day this agreement shall be executed by both parties hereto.

IN WITNESS WHEREOF, the City of Albany, Oregon, has caused this contract to be executed by its Mayor and City Recorder and its official seal hereto affixed, under and by virtue of an ordinance passed by the Council of said City on the 25th day of April, 1928, and entitled "An ordinance authorizing and directing the Mayor and Recorder of the City of Albany, Oregon, to enter into a contract with Mountain States Power Company for electric street lighting and other lighting service for the City of Albany, for the term of ten years," and the said Company has caused this contract to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all in duplicate, the day and year first above written.

THE CITY OF ALBANY, OREGON,
By _____
As Mayor thereof and not as
an individual.

THE CITY OF ALBANY, OREGON,
By _____
As Recorder

MOUNTAIN STATES POWER COMPANY,
By _____
Vice-President and Gen. Mgr.

MOUNTAIN STATES POWER COMPANY,
By _____
Assistant Secretary.

Section 2. This ordinance shall be in full force and effect from and after its approval by the Mayor and within the time specified by the charter of the City of Albany and the laws of the State of Oregon.

The foregoing ordinance was passed by the Council of the City of Albany, Oregon, the 25th day of April, 1928. Approved by the Mayor this 25th day of April, 1928.

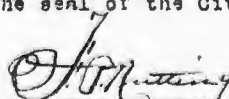
Attest:
F.P. Nutting,
Recorder of the City of Albany.

MARK V. WEATHERFORD,
Mayor.

STATE OF OREGON,
County of Linn, ss.

I, F.P. Nutting, Recorder of the City of Albany, Linn County, Oregon, do hereby certify that the foregoing and annexed copy of Ordinance No. 1280 was by me carefully compared with the original Ordinance Bill No. 1382, now on file in my office, and that it is a true and correct copy of all of said Ordinance Bill No. 1382 passed by the Council April 25, 1928 and approved by the Mayor April 25, 1928.

WITNESS my hand and official signature and the seal of the City of Albany this 30th day of April, 1928.



Recorder of the City of Albany.