

Ord. No. 643

An Ordinance authorizing and directing the Mayor and Recorder of the City of Albany to enter into a contract with Oregon Power Company or Electric Lighting, said Contract to be in lieu of the lighting portion of the Contract now in effect between the City of Albany and said Oregon Power Company, dated November 23, 1910, authorized by Ordinance No. 532, passed by the Council November 23, 1910.

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 the written contract hereinafter set out in the name of the City of Albany, Oregon, with Oregon Power Company, a corporation, for electric lighting, said contract to be in lieu of the lighting portion of that certain contract now in force between the City of Albany, Oregon, and said Oregon Power Company, dated November 23, 1910, authorized by Ordinance No. 532 of the City of Albany, passed by the Council November 23, 1910, in which said contract shall be dated as of the date of its execution and to be substantiated by its words and figures as follows, to-wit:

This agreement, made and entered into and executed this _____ day of _____, 1913, by and between the City of Albany, Union County, Oregon, a municipal corporation, hereinafter called the City, and Oregon Power Company, a corporation, duly incorporated and organized under the laws of the State of Oregon, hereinafter called the Company,

Witnesseth:

1. This contract is made in lieu of the lighting portion of the contract entered into between the parties hereto on November 23, 1910, under and by virtue of Ordinance No. 532, passed by the Council of the City of Albany, Oregon, and this contract is to be considered as an amendment, changing or modifying in said contract the provisions relating to the fire power or water service to be furnished by or otherwise available through the water and gas utility company.

2. It is agreed that the same street intersections in the City of Albany, to-wit: First and Lexington Streets, First and Second Streets, First and Franklin Streets, Second and Franklin Streets, Second and Washington Streets, Second and Main Streets, Second and Commercial Streets, Second and Liberty Streets, Second and Union Streets, Second and ...

under Lyon Street, Fourth and Lyon Streets, Fifth and Lyon Streets, Sixth and Lyon Streets, Seventh and Lyon Streets, Eighth and Lyon Streets, Ninth and Lyon Streets and Tenth and Lyon Streets, the City agrees to install or cause to be installed at its own expense and without any cost or expense whatever to the Company two ornamental lamp posts, hereinafter designated "ornamental posts" and equip each of said ornamental posts with two 40-watt and one 60-watt tungsten incandescent lamps and equip each of said ornamental posts with necessary globe and trim and wires and bring the wiring down to the outside of the pole and connect same to the post. Such said wiring shall be brought down in the case of each ornamental post in conduit, provided that the City may at its option substitute four-light ornamental posts to be equipped with three 40-watt and one 60-watt tungsten incandescent lights and otherwise install and equip same as above specified for three-light ornamental posts.

3. The Commission agrees that when said ornamental posts above mentioned are installed that it will thereafter as expeditiously as possible install the necessary wiring through conduits between said ornamental posts and the nearest or most convenient pole of the Company, provided however and it is expressly understood that the Company shall not be required to install said wiring or connect up with said ornamental posts at any of the above designated intersections on First Street until all of the ornamental posts are reinstalled and equipped at each and all of the above designated intersections on First Street, and that the Company shall not be required to install said wiring or connect up with said ornamental posts at any of the above designated intersections on Second Street until all of the ornamental posts have been installed and equipped at each and all of the above designated intersections on Second Street, and that the Company shall not be required to install said wiring or connect up with said ornamental posts at any of the above designated intersections on Lyon Street South of Second Street until all of the ornamental posts have been installed and equipped at each and all of the above designated intersections on Lyon Street north of said Second Street, it being understood that said 60-watt lamps shall be installed at the top of each of said ornamental posts and the 40-watt lamps in arm thereon, and the wiring shall so run that all of said lamps can be operated as hereinafter provided, namely, the entire number of lamps to burn until twelve o'clock midnight, and the 40-watt lamps switched off at that time and the 60-watt lamp to burn thereafter until dawn and for that purpose it is understood that the said lamps

an said ornamental posts shall be multiple lamps to be connected in multiple.

4. At each of the following street intersections within the City of Albany, to-wit: Fifth and Elm Streets, Sixth and Elm Streets, Seventh and Elm Streets, Eighth and Elm Streets, Fifth and Walnut Streets, Sixth and Walnut Streets, Seventh and Walnut Streets, Eighth and Walnut Streets, Ninth and Walnut Streets, Fourth and Maple Streets, Fifth and Maple Streets, Sixth and Maple Streets, Seventh and Maple Streets, Eighth and Maple Streets, Ninth and Maple Streets, Fourth and Vine Streets, Fifth and Vine Streets, Sixth and Vine Streets, Seventh and Vine Streets, Ninth and Vine Streets, First and Calapooia Streets, Second and Calapooia Streets, Third and Calapooia Streets, Fourth and Calapooia Streets, Fifth and Calapooia Streets, Sixth and Calapooia Streets, Seventh and Calapooia Streets, Eighth and Calapooia Streets, Ninth and Calapooia Streets, Third and Washington Streets, Fourth and Washington Streets, Fifth and Washington Streets, Sixth and Washington Streets, Seventh and Washington Streets, Eighth and Washington Streets, Ninth and Washington Streets, Tenth and Washington Streets, Eleventh and Washington Streets, Third and Ferry Streets, Water and Ferry Streets, Fourth and Ferry Streets, Fifth and Ferry Streets, Sixth and Ferry Streets, Seventh and Ferry Streets, Eighth and Ferry Streets, Ninth and Ferry Streets, Tenth and Ferry Streets, Eleventh and Ferry Streets, Water and Broadalbin Streets, Third and Broadalbin Streets, Fourth and Broadalbin Streets, Fifth and Broadalbin Streets, Sixth and Broadalbin Streets, Seventh and Broadalbin Streets, Eighth and Broadalbin Streets, Ninth and Broadalbin Streets, Water and Ellsworth Streets, Third and Ellsworth Streets, Fourth and Ellsworth Streets, Fifth and Ellsworth Streets, Sixth and Ellsworth Streets, Seventh and Ellsworth Streets, Eighth and Ellsworth Streets, Ninth and Ellsworth Streets, Water and Spruce Streets, First and Baker Streets, Second and Baker Streets, Third and Baker Streets, Fourth and Baker Streets, Fifth and Baker Streets, Sixth and Baker Streets, Seventh and Baker Streets, Eighth and Baker Streets, Tenth and Montgomery Streets, Second and Montgomery Streets, Third and Montgomery Streets, Fourth and Montgomery Streets, Fifth and Montgomery Streets, Sixth and Montgomery Streets, Seventh and Montgomery Streets, First and Railroad Streets, Second and Railroad Streets, Third and Railroad Streets, Fourth and Railroad Streets, Fifth and Railroad Streets, Sixth and Railroad Streets, Seventh and Railroad Streets, Water and Jackson Streets, First and Jackson Streets, Second and Jackson Streets, Third and Jackson Streets, Fourth and Jackson Streets, Fifth and Jackson Streets, Sixth and Jackson Streets, Water and Jefferson Streets, First and Jefferson Streets,

Second and Jefferson Streets, Third and Jefferson Streets, Fourth and Jefferson Streets, Fifth and Jefferson Streets, Sixth and Jefferson Streets, Seventh and Jefferson Streets, Water and Thurston Streets, First and Thurston Streets, Second and Thurston Streets, Third and Thurston Streets, Fourth and Thurston Streets, Fifth and Thurston Streets, Sixth and Thurston Streets, First and Lafayette Streets, Second and Lafayette Streets, Third and Lafayette Streets, Fourth and Lafayette Streets, Fifth and Lafayette Streets, Water and Madison Streets, First and Madison Streets, Second and Madison Streets, Third and Madison Streets, Fourth and Madison Streets, Fifth and Madison Streets, Sixth and Madison Streets, First and Hill Streets, Second and Hill Streets, Third and Hill Streets, Fourth and Hill Streets, Fifth and Hill Streets, Water and Main Streets, First and Main Streets, Second and Main Streets, Third and Main Streets, Fourth and Main Streets, Fifth and Main Streets, First and Sherman Streets, Water Street between Oak and Sherman Streets, Water and Pine Streets, First and Harrison Streets, Cleveland and Water Streets, Main and Eighth Streets, Oak Street and Salem Road, Second and Cleveland Streets, Oak and Second Streets, First and Cleveland Streets, First and Geneva Streets, East side west of the railroad, Sanitium Road and Geneva Streets, in pole west of present bank, Geneva Street between Fifth and Sixth (approximately 70.415'), Salem Road and Pennsylvania bridges, and Sanitium Road, approximately one-half way between Main Street and railroad crossing, on Seventh Street approximately 290 feet west of Elm Street, and on Eighth Street approximately 290 feet west of Elm Street, the Company shall install and maintain at its own expense one 100-candle power, 6.6 ampere, series, alternating, incandescent tungsten lamp with hood and radial wave reflector, to be placed in mast arms twelve feet in length and at a height twenty-two feet in the clear from the surface of the street, and lights being hereinafter designated as "100-watt lights".

The Company agrees to furnish electric light current for all of the above light ^{and} the above designated ornamental posts for the price and at the rate of Twenty-two dollars (\$22.00) per year for each ornamental post, it being understood and agreed that the 10-watt tungsten lights on each of said ornamental posts shall burn from dusk until midnight each and every night of the year and that the one 100-watt tungsten light on each ornamental post shall burn from dusk until dawn each and every night of the year. The Company further

agrees to furnish electric light current for each of the 100-watt lights above mentioned and set out and at the locations above specified and maintain same for the sum of Twenty-two Dollars (\$22.00) for each of said 100-watt lights per year, said lights to burn from dusk until dawn each and every night in the year.

6. As a part of this contract, the Company agrees to furnish Electric current, without further compensation than as above specified, during the term of this agreement for the following lamps in the fire houses of said City of Albany located as follows:

Engine House No. 1, three 16-candle power lamps, all night service; Engine House No. 1, hall, three 16-candle power lamps to be used only when hall is in actual use; Engine House No. 2, hall, three 16-candle power lamps to be used only when hall is in actual use; Engine House No. 2, four 16-candle power lamps, all night service, and one 16-candle power lamp in bedroom; Chemical Engine Company, one 16-candle power lamp, all night service.

7. The City agrees to pay the Company said sum of Twenty-two Dollars (\$22.00) per year for each of said ornamental posts and the sum of Twenty-two Dollars (\$22.00) per year for each of said 100-watt lights, monthly by warrant on the general fund of the City Treasurer, it being understood that one-twelfth ($\frac{1}{12}$) of the total annual charge shall be paid each and every month during the term of this contract.

8. It is understood and agreed that this contract shall begin and be in full force and effect upon and from the date of its execution by the parties hereto and shall end on the 14th day of November, 1915.

9. The Company further agrees that in the event the City desires other street intersections located within the city limits lighted with 100-watt tungsten lights as aforesaid the Company will place and install the same as directed by the City within a reasonable time after notice and after such additional 100-watt lights shall be placed and set out by the City, the City agrees to pay the Company for such additional lights the sum of Twenty-two Dollars (\$22.00) per lamp per year, the same to be paid at month as provided above in case of the other lamps specified in this contract, provided, however, and it is expressly agreed and understood that the Company shall not be required to install and maintain any such additional 100-watt lights during the last six months of this contract.

10. It is further understood and agreed by the parties that the arc lights of the Company now in use in the City, and installed under the terms of the aforesaid mentioned contract,

November 23, 1910, between the Company and the City, shall be and remain as they now are until the territory lighted by said arc light is lighted by the lamps above provided for in this contract, and that then said arc lamps shall be removed, and it is further understood and agreed that when the lamps called for in this contract are installed in the territory lighted by said arc lights that said arc lights shall be removed and the lamps called for in this contract installed and thereafter said lamps shall be paid for by the City at the price herein specified, it being understood that until said lamps are installed and lighted said arc lamps shall be used and paid for by the City in accordance with the terms and conditions specified in said contract above mentioned of November 23, 1910, it being the intention of the parties hereto by this contract to substitute a incandescent lighting system or the arc lighting system now in operation in accordance with said contract of November 23, 1910, and as far as installed the incandescent lights provided for shall take the place of the arc lights under said contract of November 23, 1910, and that until said incandescent lamps are installed said arc lamps shall remain in use and be paid for at the present rate provided for in said contract, and that in the event the City shall fail to install or cause to be installed on said First, Second and Lyon Streets the ornamental posts herein provided for then the arc lamps now located on each or any of said streets shall remain until the expiration of the term provided in said contract of November 23, 1910 and be paid for by the City at the rate therein specified.

11. It is understood and agreed that in furnishing the service called for by this contract that the Company will use the wires, poles, equipment and machinery it now has installed and in operation in the City of Albany together with such additional wiring, poles, equipment and machinery as the Company may find convenient in furnishing the service in this contract provided for.

12. It is understood and agreed that during the term of this contract the Company shall maintain said 180-watt lights at its own expense and that after installation and equipment of the ornamental posts as herein provided that the Company shall thereafter at its own expense furnish necessary renewals of lamps and wires.

In Witness Whereof, the City of Albany has caused this contract to be executed by the Mayor and Recorder thereof under and by virtue of an ordinance passed by the Council of said City on the _____ day of May, 1913, entitled "An ordinance authorizing and directing the Mayor and Recorder

of the City of Albany to enter into a contract with Oregon Power Company for electric lighting, said contract to be in lieu of the lighting portion of the contract now in effect between the City of Albany and said Oregon Power Company, dated November 23, 1910, authorized by Ordinance No. 535, passed by the Council November 23, 1910; and said Company has caused this contract to be executed in its name by its President and Secretary, duly authorized so to do, and its corporate seal to be hereunto affixed the day and year first above written.

Section 2. Whereas existing conditions are such that this ordinance is necessary for the immediate preservation of the public peace, health and safety, an emergency exists and an emergency is 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 May 19 1913.
Approved by the Mayor May 19 1913.

Attest:

F. E. Van Tassel
Recorder of the City of Albany.

D. D. Sisson
Mayor

CITY RECORDER'S CERTIFICATE

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

I, F. E. Van Tassel, 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. 643
has been by me carefully compared with the original Ordinance Bill No. 705
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. 705, as passed by the Council of the City
of Albany, Oregon, May 19th 1913

Witness my hand and official signature and the seal of the City of Albany, this
20th day of May 1913

F. E. Van Tassel
Recorder of the City of Albany.