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 PROPIE 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 accorder 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 Fower 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".

WHERIN THE CITY AND COMPANY MUTUALLY AGEN 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 15th and Fark Terrace 15th and Lawnridge Park Terrace and Clackamas Lewnridge and Clacksmas Takena, north of 15th Takena and Clackamas Takena and Klamath 9th & Liberty 12th and Cottage 11th and Coattage 9th and Cottage 8th and Cottage 7th and Klm 6th and Elm 5th and Elm 4th and Walnut 5th and Walnut 6th and Walnut 7th and Walnut 8th and Walnut 9th and Walnut 10th and Walnut 10th and Maple 9th and Maple 8th and Kaple 7th and Waple 6th and Maple 5th and Maple 4th and Maple West end of Bryant Park bridge 3rd and Vine 4th and Vine 5th and Vine 6th and Vine 7th and Vine 9th and Vine 10th and Vine 12th and Calapooia 10th and Calapooia 9th and Calapooia 8th and Calapooia 7th and Calapooia 6th and Calapooia 5th and Calapooia 4th and Calapooia

3rd and Calapcois 2nd and Calapcois

8th between Cottage and Willetta 8th and Willetta 9th and Willetta 10th and Willetta 11th and Willetta 12th and Willetta 7th between Elm and Yukon 7th & Yukon 12th and Elm 11th and Elm 10th and Elm 9th and Rlm 8th and Elm Water and Ferry Alley between 2nd and 3rd and between Ferry and Broadalbin Water and Broadalbin Alley and Broadalbin between 2nd and 3rd 3rd and Broadalbin 4th and Broadalbin 5th and Broadalbin 6th and Broadalbin 7th and Broadalbin 8th and Broadalbin 9th and Broadalbin 10th and Ellsworth 9th and Kllsworth 8th and Ellsworth 7th and Ellsworth 6th and Ellsworth 5th and Ellsworth 4th and Ellsworth 3rd and Ellsworth Water and Lyon 10th and Lyon 9th and Baker 8th and Baker 7th and Baker 6th and Baker 5th and Baker 4th and Baker 3rd and Baker 2nd&Baker let and Baker 1st and Montgomery 2nd and Montgomery 3rd and Montgomery

9th between Cottage and Willetta

let and Calapoois 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 Perry 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 lat 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 Hadison 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 lst and Main 2nd and Hain 3rd and Main 4th and Main 5th and Lain 6th and Wain 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 Hailroad 6th and Railroad 5th and Railroad 4th and Railroad 3rd and Railroad 2nd and Railroad 1st and Railroad Water and Jackson lst 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 Hoad 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.E. 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 let and Pine let and Harrison let and Cleveland 1st and Denver Water and Denver Water and Cleveland Water and Harrison Water and Pine Water between Wak and Sherman Water and Sherman Front and Sherman Front and Oak Front and Pine Front and Barrison 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 from the surface of the street, said lamps being hereafter described and referred to as "100 CP lamps".

(5) At each of the following street intersections and locations in the City of Albany toward:

of Albany, to-wit: First and Washington First and Ferry First and Broadalbin First and Kllsworth First and Lyon Second and Ferry Becond and Broadalbin Second and Ellsworth

Second and Lyon

Thire and Lyon
Fourth and Lyon
Fifth and Lyon
Sixth and Lyon
Seventh and Lyon
Righth and Lyon
Ninth and Lyon
Ninth and Montgomery
Main and Salem Road

the Company shall maintain and renew at its own cost and expense one 600-Candle Power, 6.6 ampere, series, laternating current, incandescent street lamp, center suspension type, complete with hood and reflector, said lamps being hereafter descrabed and referred to as "600 CP lamps".

(4) In the alleys between Ellsworth and Lyon Streets and Fourth and Fifth Streets and at each of the following locations in said alleys, to-wit: two in alley between First and Second between Washington and Ferry.

two " -Ferry and Broadalbin. two " . . . Broadalbin and Ellsworth. two " . . Ellsworth and Lyon. two " . . . -Water Washington and Ferry. Two " Ferry and Broadalbin. Broadalbin and Ellsworth two " . one " Ellsworth and Lyon. One . Fourth * Fifth .

the Company shall maintain and renew at its own cost and expense one 80 Candle-Power, 6.6 ampere, series, alternating current, bracket type, incandescent street lamp, complete with hood and reflector, said lamps being hereinafter referred to and designated as \$80 CP lamps*.

- (5) The Company shall furnish the electrical energy for lighting eighteen 300 watt, 110 volt, multiple lamps on the concrete bridge crossing the Willamette River at Ellsworth Street, Delivery of said energy to be made at the bridge lighting cable terminal at the south end of said bridge. The Company shall make the necessary lamp renewals for said bridge lamps and care for and maintain the lighting circuit thereon, and the City shall pay to the Company for all lamp renewals, care and maintenance, the actual cost thereof, upon presentation of bills therefor.
- (6) The Company shall furnish the electric energy necessary for lighting the City Hall, including Recorder's Office and Fire Department, the lamps therefor to be furnished and maintained by the City and burned only when needed.
- (7) The Company agrees to furnish the electric energy, lamp renewals and other services as stipulated and mentioned in paragraphs (2), (3), (4), (5), and (6) hereinbefore, at and for the flat rate of Five Hundred Ninety Six and 13/100 (\$596.13) Pollars a month, which sum the City agrees to pay the Company for said lighting service aforesaid, promptly each month of the term and during the menth next succeeding the month in which said service was furnished. The monthly charge of \$596.13 herein stipulated, shall be subject to and the City allowed the discounts thereon specified in paragraph (13) hereinafter.
- (8) This agreement contemplates the change of a part of the above mentioned and described street lighting system to what is known as an ornamental post-type lighting system, and that the Company shall proceed with due diligence to make said change in said system promptly after the agreement is executed and is in effect, which shall be accomplished by the Company after the above mentioned 600 CP lamps specified in paragraph (3) hereinabove, from the above designated locations at First and Washington Streets, First and Ferry Streets, First and droadalbin Streets, First and Ellsworth Streets, First and Lyon Streets, and by substituting therefor, on First Street, between the east side of its intersection with Lyon Street and the west side of its intersection with Washington Street, twenty-two single unit, ornamental post-type, 400 Candle-Power, alternating current, incandescent street lamps; said ornamental post-type lamps to be placed or set on metal posts staggered on said First Street from the east side of Lyon to the west side of Washington, at locations to be designated by the Light and Water Committee of the Council of the City of Albany. Said ornamental posts to be of the type which shall be selected by agreement of the parties hereto at the time of the execution of this agreement, and drawings are descriptions thereof made and identified at that time.
- (9) It is agreed that when said twenty-two ornamental post lamps are installed on First Street, as provided in paragraphs (8), that the same, together with the other lamps stipulated in paragraphs (20, (30, (4), (5) and (6), shall constitute the complete strest lighting system and service contemplated by theis agreement, and thereafter and in lieu of the monthly payment of \$596.13 stipulated in paragraph (7) hereinabove, the City agrees to pay the Company for said street lighting system and service, including the ornamental system provided in paragraph (8) hereinabove, the flat rate of Seven Hundred line and

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 hereinstipulated shall be subject to and the City allowed the discounts thereon specified in paragraph (13) hereinster.

(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, provis-

ions 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 wither by another such system or by adding single may be extended wither 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 paragpraph (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

(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 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 strest lamps, including orna-

ORDINANCE NO

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 realized 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, demage 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 WITHESS 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 "ecorder 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 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. As Mayor thereof and not as an individual.

> THE CITY OF ALBANY, OREGON, As Recorder

HOUNTAIN STATES POWER COMPANY. By vice-President and Gen. Mgr.

MOUNTAIN STATES POWER COMPANY, Assistant Secretary.

MARK V. WEATHERFORD,

Mayor.

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.

STATE OF OREGON.

F.P. Mutting.

Recorder of the City of Albany.

County of Linn. 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. WITHESS my hand and official signature and the seal of the City of Albany this

30th day of April, 1928.

M.M. thing Recorder of the City of Albany.