## ORDINANCE NO. 2632

AN CRDINANCE authorizing and directing the execution and delivery in the neme and on behalf of the City of Albany, Oregon, of a contract with Pacific power \& Light Company, a corporation, providing for the furnishing by said Paciflc Power \& Light Company to sald City of electric lighting service upon the streets, highways and public places within the corporate limits of said City for a period of ten (10) years from and after the offective date of this ordinance, copy of the contract so authorized being set forth in this ordinance, and declaring such service essentlal to the security and welfare of said City and its inhabitants.

THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:
Section 1: That the City of Albany make and enter into a contract with Pacific Power \& Light Company, a corporation, providing for the furnishing by said Pacific Power \& Light Company to the City of Albany of electric lighting service for lighting the streets, highways and public places within the corporate limits of the City of Albany, for the period of ten (10) years from and after the effective date of this ordinance, which contract shall be approved by the Mayor, sealed with the corporate seal of the City and attested by the Recorder of the City of Albany, and shall be in words and figures as follows:
(Refer to next page)

## Contract for Overhead Circult Street Lighting Service on Fixtures Attached to Wood Poles

This contract made and entered into this day of 195 . by and between the CITY OF ALBANY, a municipal corporation of the state of Oregon, hereinafter designated as "Clty," and PACIFIC POWER \& LIGHT COMPANY, - corporation, hereinafter designated as "Company," WITNESSETH:

WHEREAS the execution of this contract by the City of Albany has been duly authorized by Ordinance No. , of the CIty of Albany, approved by the Mayor on , 195 , and Company has accepted the undertakings, terms, and conditions hereinafter in this contract set forth;

NOW, THEREFORE, City and Company do hereby mutually agree as follows:

1. Company shall furnish to City and City shall take and pay for, in accordance with the terms and provisions hereof, all incandescent and mercury vapor street lighting service furnished by means of street lights mounted on Company owned distribution wood poles which the City may require for lighting the streets, hlghways, and other public places within sald Clty for a term of ten (10) years beginning , 195, and ending 196 , and from year to year thereafter unless and until this contract shall be terminated by elther party at the end of said term or of any succeeding contract year by written notice thereof given to the other party at least inirty (30) days prior to the end of such term or of such year, except for an ornamentel mercury vapor street lighting system consisting of 58 street lights mounted on turned wood poles presently covered by contract dated September 14, 1949.
2. The service to be furnished hercunder and taken and pald for by City shail initialiy be furnished by $333-1,000$ lumen, $51-2,500$ lumen, and $55-4,000$ lumen incandescent street lights, together with $9-15,000$ Iumen and 1 - 20,000 lumen mercury vapor street 11 ghts, each mounted in a suitable luminaire on a regular distribution wood pole. Beginning as soon as practicable after the date hereof, Company will install additional 4,000 lumen Incandescent and 15,000 lumen mercury vapor street lights as requested by City under date of October 12, 1955, a nd November 23, 1955, and wi 11 also remove certaln 1,000 lumen incandescent street 11 ghts as requested by City in sald letters. The resultant system, when all additions and removals are completed, shall consist of 304-1,000 lumen, 51-2,500 lumen, and 110 4,000 lumen Incandescent street lights, together with 48-15,000 lumen and 1. 20,000 lumen mercury vapor street lights, all at locations as shown on Exhibit A attached hereto and made a part hereof. It is mutually understood and agreed that all of the additions and removals specified above shall be completed prior to July 1, 1956.
3. For the street lighting service to be furnished by Company, as herelnbefore provided, City will pay Company in accordance with the following schedule of rates:

> | For All Overhead Circuit Street Lighting Service to be |
| :--- |
| Supplied from Fixtures Attached to Distribution Wood |
|  |

Lamp Rating in Lumens
1,000 Incandescent
2,500
4,000 " "
15,000 Mercury Vapor
20,000

Rate Per Month Per Lamp $\$ 1.00$
$1.83 \quad 1 / 3$ 2.50
4.25
5.25

Company's rates and charges for street lighting service are, and at all times shall be, subject to the lawful orders and regulations of the public Utilities Commissioner of the State or Oregon or any other governmental authority having Jurlsdiction thereof, and Company's rates for street lighting service hereunder are subject to change from time to time by lawful order of sald regulatory authority.
4. Should Company at any time become unable to obtain new Incandescent fllament or mercury vapor lamps for replacement of any lamps theretofore in service hereunder, because of the manufacturers' discontinuing the making of lamps of the same types and lumen ratings, or for any other good cause, Company will Install and thereafter operate at the locations of the lamps so superseded a like number of incandescent or mercury vapor lamps of approximately similar standard lumen ratings then commerclally avallable, and thereafter City will pay for the operation and malntenance of such substitute lamps rates which are appropriate thereto.
5. Company at all times hereunder, except when prevented by accident or other cause beyond its reasonable control, wlll supply the necessary electric energy, and the necessary service for switching on and off such Ordinance, Page 3 - Form of Contract, Page 2.
energy, for continuous dusk to daylight operation of all lights or lamps of the street 11 ghting services provided for hereunder, and will promptiy replace all such lights or lamps which shall have burned out or caused to function.
6. Payment for service furnished each month under this contract shall be made by City to Company at the Company's office in Albany, Oregon, within ten (10) days after recelpt of bill for the service furnished during such month.
7. Company, upon receipt of written order from City, and subject to avaliablility of manpower and required materials and equipment, will install on distribution wood poles and serve by overhead circuits at the new locations specifled in such orders, such Incandescent filament type lamps of any of the standard lumen ratings mentioned in Section 3 hereof as City may from time to time direct.
8. Company, at any time upon recelpt of written order from City, will discontinue the operation of any light or lamp then in service hereunder as may be specified in such order; and no further payment shall be required of City in respect of the operation of any such light or lamp after Company's recelpt of such order of discontinuance; provided, however, that none of the mercury vapor street lights may be so discontinued at any time during the perlod of five (5) years immediately following their installation.
9. Each order for a change in the lighting service to be furnished by Company hereunder, as provided in the foregoing Sections 7 and 8 hereof, shall be executed in duplicate, substantially in the form indicated on the attached Exhiblt "B" hereof, and shall be signed by the Mayor or by the City Recorder. The Company, upon recelpt of the duplicate of any such order, shall endorse thereon the date of its receipt over the signature of Company's authorized representative, and shall return to city one counterpart of such order so endorsed. When and as any change specified in such order shall have been completed, Company shall report the fact to clty in writing, Identlfylng the work with the particular order of City directing such change and showing the date of such completion.
10. Should City desire additional mercury vapor street lights at other locations, such lights will be installed, owned, maintalned, and operated by Company at such rates as are proper, based upon the cost of labor and materlals at the time such additional lamps are installed.
11. In the event that City requests elther incandescent or mercury vapor street ilights, in addition to those specified in Exhibit "A" hereof, at locations where Company would be required to Install a distribution pole or poles solely to support the street IIght fixture and street IIght overhead circult,

Company will instali, own, and maintain such pole or poles and street lightIng equipment upon payment by Cliy of the rates for such street 11 ghts as specifled herein pius fifty cents ( $\$ 0.50$ ) per month for each pole so used.
12. This contract and all of the terms and provisions hereof shall Inure to the benefit of and be binding upon the successors and assigns of the parties hereto, respectively.

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(End of Form of Contract except testimonium clause,
    signatures, and seals)
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Section 2: It is hereby determined by the Council of the City of Albany that the lighting service provided for in the contract hereby authorlzed is necessary to enable sald City to provide proper protection for Itself and the Inhabitants thereof, and is essential to the security and weifare of sald City and its inhabitants.

Section 3: The Mayor of the City of Albany is hereby authorized and directed to execute and deliver such contract with Pacific Power \& Light Company in the name and on behalf of the city of Albany, and the City Recorder is hereby authorized and directed to affix the seal of sald CIty to sald contract and to attest the same, upon execution thereby by the Mayor as herein provided.


## ATTEST:



## StaEet lavps in the city of albany 1000 LUMEN INCANDESCENT

| 1. Fulton \& Front | 1.00 |
| :--- | :--- |
| 2. Ermine \& Front | 1.00 |
| 3. Columbus \& Front | 1.00 |
| 4. Burkhart \& Front | 1.00 |
| 5. Alco \& Front | 1.00 |
| 6. Chicago \& Front | 1.00 |
| 1. Geary \& Front | 1.00 |
| 8. Denver \& Front | 1.00 |
| 9. Cleveland \& Front | 1.00 |
| 10. Harrison \& Front | 1.00 |
| 1 1. Pine \& Front | 1.00 |
| 12. Pine between Front \& willamette | 1.00 |
| 13. Oak \& Front | 1.00 |
| 14. Oak between Front \& willamette | 1.00 |
| 15. Shersian \& Front | 1.00 |
| $16 . ~ M a l n ~ \& ~ F r o n t ~$ | 1.00 |
| 17. Geary \& Water | 1.00 |

1000 LUMEN INCANDESCENT

| 18. | Denver \& Water . | 1.00 |
| :---: | :---: | :---: |
| 19. | Cleveland s water | 1.00 |
| 20. | Harrison \& Water | 1.00 |
| 21. | Pine \& Water | 1.00 |
| 22. | Oak \& Water | 1.00 |
| 23. | Sherman \& Water | 1.00 |
| 24. | Main \& Water | 1.00 |
| 25. | *Hill \& Water | 1.00 |
| 26. | HMadison \& Water | 1.00 |
| 27. | Columbus \& First | 1.00 |
| 28. | Burkhart \& First | 1.00 |
| 29. | Alco \& First | 1.00 |
| 30. | Chicago \& First | 1.00 |
| 31. | Geary \& First | 1.00 |
| 32. | Denver \& First | 1.00 |
| 33. | Cleveland \& First | 1.00 |
| 34. | Harrison \& First | 1.00 |
| 35. | Pine \& First | 1.00 |
| 36. | Oak \& First | 1.00 |
| 37. | Sherman \& First | 1.00 |
| 38. | Hill \& First | 1.00 |
| 39. | Chicago \& Second | 1.00 |
| 40. | Geary \& Second | 1.00 |
| 41. | Denver \& Second | 1.00 |
| 42. | Cleveland \& Second | 1.00 |
| 43. | Harrison \& Second | 1.00 |
| 44. | Pine s Second | 1.00 |
| 45. | Oak \& Second | 1.00 |
| 46. | Sherman \& Second | 1.00 |
| 47. | Hill s Second | 1.00 |
| 48. | Madison \& Second | 1.00 |
| 49. | **Third \& Waverly | 1.00 |
| 50. | anthird \& Fulton | 1.00 |
| 51. | Ermine \& Old Pacific Hwy. | 1.00 |
| 52. | z*Third \& Columbus | 1.00 |
| 53. | **third 8 Burkhart | 1.00 |
| 54. | Geary \& Third | 1.00 |
| 55. | Third between Geary \& Cleveland | 1.00 |
| 56. | Cleveland \& Third | 1.00 |
| 57. | Third between Cleveland \& Pine | 1.00 |
| 58. | Pine 8 Third | 1.00 |
| 59. | Pine between Third \& S.P.R.R. | 1.00 |
| 60. | Plne between Third \& S.P.R.R. | 1.00 |
| 61. | Oak \& Third | 1.00 |
| 62. | Sherman \& Third | 1.00 |
| 63. | Hill o Third | 1.00 |
| 64. | Madison \& Third | 1.00 |
| 65. | *afulton \& Fourth | 1.00 |
| 66. | **Davidson 8 Fourth | 1.00 |
| 67. | **Columbus \& Fourth | 1.00 |
| 68. | **Bradley between Fourth \& Pacific Hwy. | 1.00 |
| 69. | *nColumbus between Fourth \& Pacific Hwy. | 1.00 |
| 70. | Columbus \& Paciflc Hwy. | 1.00 |
| 71. | Burkhart \& Pacific Hwy. | 1.00 |
| 72. | **Burkhart \& Sixth | 1.00 |
| 73. | **Burkhart \& Firth | 1.00 |
| 74. | *\#Fifth between Burkhart \& Chicago | 1.00 |
| 75. | \#nChicago o Fourth | 1.00 |
| 76. | **Chicago \& Fifth | 1.00 |
| 77. | **Chicago \& SIxth | 1.00 |
| 78. | Geary of Fifth | 1.00 |
| 79. | Denver between S.P.R.R. \& Old Santiam Hwy | 1.00 |
| 80. | Denver between S.P.R.R. \& Old Santlam Hwy. | 1.00 |
| 81. | Cleveland between S.P.R.R. S Old Santlam Hwy. | 1.00 |
| 82. | Geary \& Old Santlam Hwy. | 1.00 |
| 83. | Denver \& Oid Santlam thwy. | 1.00 |
| 84. | Cleveland \& Old Santiam Hwy. | 1.00 |
| 85. | Oid Santlam Hwy between Cleveland \& Pine | 1.00 |
| 86. | Pine \& Old Santiam Hwy. | 1.00 |
| 87. | Old Santlam Hwy, Detween Pine s Oak | 1.00 |
| 88. | Oid Santiam Hwy, between Oak \& Sherman | 1.00 |
| 89. | Hill 8 Fourth | 1.00 |
| 90. | Madison \& Fourth | 1.00 |
| 91. | Main s Fifth | 1.00 |
| 92. | Madison \& Fifth | 1.00 |
| 93. | Main s Sixth | 1.00 |
| 94. | Madison \& Sixth | 1.00 |
| 95. 96. | Pine between Sixth \& Seventh - Eleanor Park Pine between Sixth \& Seventh - Eleanor Park | 1.00 1.00 |



## 1000 Lumen Incandescent (Cont'd)




## lamps as requested by City of Albany on October 12, 1955.

inaps deleted and changed to 4,000 lumen Incandescent or 15,000 lumen mercury vapor lamps as requested by City of Albany on November 23, 1955
29.00

304
304.00

2500 Lumen Incandescent

|  |  | Monthly Billing |
| :---: | :---: | :---: |
| 1. | Madison \& First | \$ $1.831 / 3$ |
| 2. | Thurston \& First | $1.83 \mathrm{l} / 3$ |
| 3. | Jefferson \& First | $1.83 \mathrm{l} / 3$ |
| 4. | Jackson \& First | $1.831 / 3$ |
| 5. | Railioad \& First | $1.83 \mathrm{l} / 3$ |
| 6. | Montgomery \& First | $1.83 \mathrm{l} / 3$ |
| 7. | Jerferson \& Second | $1.83 \mathrm{l} / 3$ |
| 8. | Jefferson \& Third | $1.83 \mathrm{l} / 3$ |
| 9. | Montgomery \& Third | $1.83 \mathrm{l} / 3$ |
| 10. | Baker \& Third | $1.83 \mathrm{l} / 3$ |
| 11. | Jefferson \& Fourth | $1.83 \mathrm{l} / 3$ |
| 12. | Montgomery \& Fourth | $1.83 \mathrm{l} / 3$ |
| 13. | Baker \& Fourth | $1.83 \mathrm{l} / 3$ |
| 14. | Montgomery \& Fifth | $1.83 \mathrm{l} / 3$ |
| 15. | Baker s Fifth | $1.831 / 3$ |
| 16. | Montgomery \& Sixth | $1.83 \mathrm{l} / 3$ |
| 17. | Baker \& Sixth | $1.83 \mathrm{l} / 3$ |
| 18. | Montgomery \& Seventh | $1.831 / 3$ |
| 19. | Baker \& Seventh | $1.83 \mathrm{l} / 3$ |
| 20. | Hill \& Fifth | $1.83 \mathrm{l} / 3$ |
| 21. | Washington \& Third | $1.83 \mathrm{l} / 3$ |
| 22. | Calapoola s Third | $1.83 \mathrm{l} / 3$ |
|  | Washington \& Fourth | $1.83 \mathrm{l} / 3$ |
| 24. | Calapoola \& Fourth | $1.831 / 3$ |
| 25. | Railroad \& firth | $1.83 \mathrm{l} / 3$ |
| 26. | Washington \& Firth | $1.831 / 3$ |
|  | Calapoola \& Fifth | $1.83 \mathrm{l} / 3$ |
| 28. | Maple s Fifth | $1.831 / 3$ |
| 29. | Wainut \& Firth | $1.931 / 3$ |
| 30. | Jackson \& Sixth | $1.83 \mathrm{l} / 3$ |
| 31. | Broadalbin s Sixth | $1.831 / 3$ |
| 32. | Ferry \& Sixth | $1.83 \mathrm{l} / 3$ |
| 33. | Washington \& Sixth | $1.83 \mathrm{l} / 3$ |
| 34. | Calapoola \& Sixth | $1.83 \mathrm{l} / 3$ |
| 35. | Walnut \& Sixth | $1.83 \mathrm{l} / 3$ |
| 37. | Jackson s Seventh | $1.831 / 3$ |
| 38. | Broadalbin \& Seventh | $1.831 / 3$ |
| 39. | Ferry \& Seventh | $1.83 \mathrm{l} / 3$ |
| 40. | Washington \& Seventh | $1.83 \mathrm{l} / 3$ |
| 41. | Calapoola \& Seventh | $1.8 .31 / 3$ |
| 42. | Broadalbin o Elghth | $1.631 / 3$ |
| 43. | Ferry \& Eighth | $1.831 / 3$ |
| 44. | Washington \& Eighth | $1.831 / 3$ |
| 45. | Calapoola s Elghth | $1.831 / 3$ |
| 46. | Broadalbin \& Ninth | $1.83 \mathrm{l} / 3$ |
| 47. | Ferry \& Ninth | $1.831 / 3$ |
| 48. | Calapoola \& Ninth | $1.83 \mathrm{l} 1 / 3$ |
| 49. | Maple \& Ninth | $1.831 / 3$ |
| 50. | Wainut o Ninth | $1.831 / 3$ |
| 51. | Lafayette s First | $1.831 / 3$ |



Additional lights requested by City of Albany on October 12. 1955



## 15,000 LUMEN MERCURY VAPOR

1. Water between Lyon \& Elisworth (On Alley) City Parking 4.25
2. Water between Lyon \& Ellsworth (On Alley) City Parking 4.25
3. Water between Lyon \& Ellsworth, City Parking Lot 4.25
4. Water between Lyon \& Eilsworth, Clity Parking Lot 4.25

Ellsworth \& Ninth
4.25
7. Washingt on \& Ninth
4.25

Elm \& Ninth
9. Calapooia \& Paciflc Hwy.
4.25
( 38.25
Additional lights requested by City of Albany on October 12, 1955.

| 10. | 23 rd 8 Hill |  | 4.25 |
| :---: | :---: | :---: | :---: |
| 11. | 22nd 8 Hill |  | 4.25 |
| 12. | 21st \& Hill |  | 4.25 |
| 13. | 20 th 8 Hill |  | 4.25 |
| 14. | 19th 8 Hill |  | 4.25 |
| 15. | 18th \& HILI |  | 4.25 |
| 16. | Queen a Hili |  | 4.25 |
| 17. | Hill approx. 3001 | North of Queen | 4.25 |
| 18. | H111 approx. 5261 | North of Queen | 4.25 |
| 19. | H111 approx. 2801 | South of 14 th | 4.25 |
| 20. | 14th \& HIll Inters | section | 4.25 |
| 21. | 13th \& H111 |  | 4.25 |
| 22. | 12th \& Hill |  | 4.25 |
| 23. | Hill between 12 th | 8 10th | 4.25 |
| 24. | Hill 8 102h |  | 4.25 |
| 25. | Ninth \& HILI |  | 4.25 |
| 26. | Tudor Way \& Queen |  | 4.25 |
| 27. | Main s Queen |  | 4.25 |
| 28. | Madison s water |  | 4.25 |
| 29. | Hill \& Water |  | 4.25 |
| 30. | Queen 8 Broadway |  | 4.25 |

Additional lights requested by Clity of Albany on October 12, 1955.


20,000 LUMEN MERCURY VAPGR

1. Main \& Third, N.E. corner
5.25

## EXHIBIT B

(Forin of order for changes in overhead circult street lighting service)

Paciflc Power \& Light Company Albany, Oregon

You are hereby directed to make the following change (s) in the overhead clrcuit street lighting service supplied by the Company to the City under contract dated $\qquad$
$\qquad$ - 195 $\qquad$ namely:

Under section 7 of contract, installadditional Incandescent
Plament type lamps of the lumen rating (s) and at the loca-
tion (s) specified below:

Under Section of contract, discontinue operation of the lamp (s)
now In servies at the location (s) specifled below:

Executed in duplicate $\qquad$ - 19 $\qquad$ -

CITY OF ALBANY

By
Mayor or Recorder of City of Albany
Received this $\qquad$ day of $\qquad$ -

PACIFIC POWER \& LIGHT COMPANY
By

