

ORDINANCE NO. ~~112~~

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND RECORDER OF THE CITY OF ALBANY, OREGON, TO ENTER INTO A CONTRACT WITH OREGON POWER COMPANY FOR ELECTRIC LIGHTING AND WATER SERVICE FOR THE CITY OF ALBANY FOR A 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, 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 and water service for said City of Albany for a term of five years from the date of the execution thereof, which said written contract shall be executed in behalf of the City by the Mayor and Recorder immediately upon this ordinance being in effect and shall be dated as of the date of its execution and be substantially in words and figures as follows, to-wit;

THIS AGREEMENT made and entered into in duplicate this 16th day of January, 1916, by and between the City of Albany, Linn 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.

W i t n e s s e t h,

1. That the Company hereby agrees to furnish electric lighting and water service to the said City for the term commencing with the date of the execution of this agreement and ending on the 15th day of January 1921 and the City agrees to take said electric lighting and water service for the said term and pay the compensation therefor as hereinafter specified.

2. At each of the following street intersections in the City of Albany, to-wit: Fifth and Elm Streets, Sixth and Elm Streets, Seventh and Elm Streets, Eighth and Elm Streets, Ninth 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 Calipooia Streets, Second and Calipooia Streets, Third and Calipooia Streets, Fourth and Calipooia Streets, Fifth and Calipooia Streets, Sixth and Calipooia Streets, Seventh and Calipooia Streets, Eighth and Calipooia Streets, Ninth and Calipooia Streets, Second and Washington 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.

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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 Lyon 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, First 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, Eighth 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, Seventh 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, Sixth 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, Sixth and Main Streets, First and Sherman Streets, Water and Oak Streets, Water Street between Oak and Sherman, Water and Pine Streets, Cleveland and Water Streets, Main and Eighth Streets, Oak Streets and Salem Road, Second and Pine Streets, Second and Cleveland Streets, Oak and First Streets, Oak and Second Streets, Eighth and Oak Streets, First and Cleveland Streets, First and Denver Streets, Santiam Road and Pine Streets, Santiam Road and Denver Streets, Santiam Road and Cleveland Streets, one pole West

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of Intersection), Denver Streets between Fifth and Sixth (approximately No. 415) , Salem Road and Pennywinkle bridge, and Santian 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 and at twenty-one additional street intersections in the City of Albany, to be designated by the City upon the execution of this contract, the Company shall install and maintain at its own expense one 100 candle-power, 0.3 amperes, series, alternating current, incandescent electric lamp, with hood and radial wave reflector to be placed on mast arms twelve feet in length and at a height of twenty two feet in the clear from the surface of the street, said lamps being hereinafter designated as 100 candle-power lamps.

3. At each of the following street intersections in the City of Albany, to-wit: First and Washington Streets, First and Ferry Streets, First and Broadalbin Streets, First and Ellsworth Streets, First and Lyon Streets, Second and Ferry Streets, Second and Broadalbin Streets, Second and Ellsworth Streets, Second and Lyon Streets, Third and Lyon Streets, Fourth and Lyon Streets, Fifth and Lyon Streets, Sixth and Lyon Streets, Seventh and Lyon Streets, Eighth and Lyon Streets, Ninth and Lyon Streets, the Company shall install and maintain at its own expense one 600 candle-power, 0.3 amperes, series, alternating current, incandescent lamp, said lamps being hereinafter designated as 600 candle-power lamps.

4. The Company also agrees to furnish ^{the} electric service for three 16 candle-power lamps for the City Recorder's Office and five 16 candle-power lamps for the City Council Chambers, the lamps to be furnished and maintained by the City and burned only when needed.

5. The Company agrees to furnish the electric ^{current} for and maintain the 100 candle-power lamps specified in subdivision 2 and for the 600 candle-power incandescent lamps specified in subdivision 3, and the current for the 16 candle-power lamps specified in subdivision 4 herein, at and for the flat rate of Three Hundred Eighty six dollars and eighty five cents (\$386.85) per month, which sum the City hereby agrees to pay the Company for said lighting services aforesaid, the same to be paid promptly each month and during the month in which said service was furnished.

6. The Company also agrees to furnish electric current during the term of this agreement for the following lamps in the fire houses in said City of Albany, located as follows; Engine House No. 1, shall three 16 candle-power lamps to be used only when said fire house is

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in actual use; Engine house No.2, second floor, 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 bedroon; Chemical Engine Company, one 16 candle-power, all night service; it is understood however, that the City shall furnish at its own cost and expense the lamps provided for in this subdivision; it is understood the service provided for in this subdivision is furnished by the Company to the City under the terms and requirements of Section 1 of Ordinance No. 162 of the City of Albany, the said Company being the assignee of the franchise in said ordinance and now operating thereunder.

7. The Company further agrees that in the event the City desires other lamps at Street intersections located within the City limits, the Company will place and install the same within a reasonable time after notice; provided none of such lamps shall be located more than one City block distant from the Company's circuit or wires supplying service to the City street lamps, and after such additional lamps shall be placed and service commenced the City agrees to pay the Company for such additional lamps the sum of One dollar and eighty three cents (\$1.83) per month for the 100 candle-power lamps and Five dollars and fifty cents (\$5.50) per lamp per month for the 600 candle-power lamps, the same to be payable monthly as provided above in case of the other lamps specified in this contract, and it is expressly agreed and understood that the Company shall not be required to install and maintain any such additional lamps during the last six months of this contract.

8. It is understood and agreed that in furnishing the service called for by this contract 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 necessary in furnishing the service in this contract provided for.

9. It is understood and agreed that none of the street lamps at present installed, nor any additional street lamps ordered in by the City shall be discontinued by the City during 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.

10. At the following street intersections in the City of Albany at which locations fire hydrants are at present installed, to-wit: Water and Lyon Streets, Water and Jefferson Streets, First and Calipoola Streets, First and Washington Streets, First and Ferry Streets and First and Broadalbin Streets, First and Elsworth Streets, First and Lyon Streets, First and Montgomery Streets, First and Pine Streets, Second and Washington Streets, Second and Ferry Streets, Second and Broadalbin

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Streets, Second and Ellsworth Streets, Second and Lyon Streets, Second and Second and Railroad Streets, Second and Jefferson Streets, Second and Madison Streets, Second and Main Streets, Second and Oak Streets, Second and Denver Streets, Third and Ferry Streets, Third and Ellsworth Streets, Third and Montgomery Streets, Third and Jackson, Streets, Third and Lafayette Streets, Third and Hill Streets, Fourth and Washington Streets Fourth and Broadalbin Streets, Fourth and Lyon Streets, Fourth and Jefferson Streets, Fourth and Main Streets, Fifth and Walnut Streets, Fifth and Montgomery Streets, Fifth and Madison Streets, Fifth and Geary Streets, Sixth and Broadalbin Streets, Sixth and Lyon Streets, Sixth and Railroad Streets, Sixth and Jefferson Streets, Seventh and Maple Streets, Seventh and Ferry Streets, Seventh and Ellsworth Streets, Ninth and Madison Streets, Ninth and Walnut Streets, Ninth and Broadalbin Streets, Ninth and Lyon Streets, between Third and Fourth on Vine Street, Santiam Road and Pine Streets, Water and Ferry Streets, Water and Main Streets, the Company agrees to maintain said fire hydrants and supply water therefor at a monthly rate of two dollars (\$2.00) each per month.

11. At the following street intersections in the City of Albany at which locations are at present installed fire cisterns, to-wit; First and Washington Streets, First and Ferry Streets, First and Ellsworth Streets, First and Montgomery Streets, Second and Broadalbin Streets, Second and Baker Streets, Third and Main Streets, Fourth and Montgomery Streets, Fourth and Ellsworth Streets, Fourth and Washington Streets, Seventh and Elm Streets, the Company agrees to supply water service for such fire cisterns at a monthly rate of One dollar (\$1.00) each.

12. As a part of the consideration for the City taking and paying for the hydrant and cistern service mentioned in subdivisions 10 and 11 hereinbefore, the Company agrees to furnish water service for the public watering troughs at present installed, to-wit: at Main and Third Streets and Washington and Second Streets, Provided however that the City shall maintain said watering troughs and keep the same in good repair.

13. The Company agrees to furnish water service to one City street flusher in use at the time of the execution of this contract, at a monthly rate of (\$40.00 and will also furnish service to any additional similar street flusher at a monthly rate of \$40.00 each, and to any flushers of larger capacity at such an increase in rate as will be proportionate to the increased capacity of such flushers.

14. The Company also agrees to install and maintain any additional fire hydrants required by the City at a monthly rate of \$2.00 per hydrant. All additional fire hydrants installed are to be what is known as two-way hose connections and steamer nozzle type hydrant.

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15. It is agreed that the Company will also furnish connections and service to all fire cisterns which ^{may} hereafter be constructed by the City and located on the Company's mains, and that the City will take and pay for same at the rate of \$1.00 per month for each of said cisterns during the term of this contract; provided, however, that all cisterns served by the Company shall be maintained and kept in good repair by the City.

16. It is further agreed that the Company shall not be required to install any fire hydrant or hydrants on any street or streets where it has a main ^{of} less than four inches in diameter installed at the time such request is made for such fire hydrant or hydrants; or in any event to extend its mains more than one city block to serve any additional fire hydrants, except, however the Company agrees to lay a water main of not less than four inches in diameter along Tenth Street from Walnut Street to Cottage Street within six months from the execution of this contract.

17. It is also agreed that none of the fire hydrants heretofore provided for nor such additional ones as may be ordered in shall be discontinued by the City during the term of this contract nor the locations thereof be changed without the city paying the Company the reasonable expense of making such change.

18. 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 fire hydrant service during such fire, and the Company hereby guarantees a pressure of not less than eighty (80) pounds at the fire hydrant located at Second and Broadalbin Streets, and not less than sixty (60) pounds at the fire hydrant located at Second and Main Streets, during such fire, provided that the Company shall not be liable for damages occasioned by failure to provide or maintain such pressure as a result of breakdown of equipment or for any cause beyond the Company's control.

19. It is agreed that the Company shall not be required to install or maintain additional fire hydrants during the last six months of this contract.

20. It is further agreed between the parties that all bills in connection with this contract shall be paid monthly by a warrant drawn on the general fund of the City.

21. In consideration of this contract the Company agrees to do and perform all the terms and conditions on its part to be performed as hereinbefore 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 therefore as hereinbefore set forth.

ORDINANCE NO. 847.

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 council of said City on the 12th day of January, 1916, and 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 light and water service 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 to be hereunto affixed the day and year first above written.

The City of Albany, Oregon.

By L.M.Curl

Mayor.

By L.O.Lewelling

Recorder.

Oregon Power Company,

By Attila Norman,

Vice President

By Richard Shire Smith (Seal)

Secretary.

Passed by the Council January, 12th 1916

Approved by the Mayor January 18th 1916

L.M.Curl

Mayor.

ATTEST:

L.O.Lewelling

Recorder of the City of Albany, Oregon.

STATE OF OREGON)
COUNTY OF LINN.) SS

I, L.O.Lewelling, 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. 847 has been by me carefully compared with the original Ordinance Bill No. 927 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. 927 passed by the Council January 12th, 1916 and approved by the Mayor January 18th, 1916.

WITNESS MY HAND and official signature and the seal of the City of Albany, this 14th day of February, 1916.

Lewelling

Recorder of the City of Albany.