

ORDINANCE NO. 1056

A BILL FOR 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 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 Mountain States Power Company, a corporation, for water service for the City of Albany, for the term of five years from the date of the execution thereof, which said written contract shall be executed in duplicate in behalf of the City of Albany, Oregon, 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 30th. day of December, 1922, by and between the CITY OF ALBANY, LINN COUNTY, OREGON, a municipal corporation, hereinafter designated as "the City" and MOUNTAIN STATES POWER COMPANY, a corporation incorporated and existing under the laws of the State of Delaware, duly authorized to transact business in the State of Oregon and operating in the City of Albany under and by virtue of a franchise of said City, hereinafter designated as "the Company,"

W I T N E S S E T H :

1. That the Company agrees to furnish water service to the City as hereinafter specified and for the term of five (5) years commencing with the date of the execution of this agreement and terminating upon the expiration of five years from said date, and the City agrees to take said water service for the said term and pay the compensation therefor as hereinafter specified.

2. 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 Calapooia Streets, First and Washington Streets, First and Ferry Streets, First and Broadalbin Streets, First and Ellsworth Streets, First and Lyon Streets, First and Montgomery Streets, First and Pine Streets, Second and Washington Streets, Second and Ferry Streets, Second and Broadalbin Streets, Second and Ellsworth Streets, Second and Lyon Streets, 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,

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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, Fifth and Jackson Streets, First and Jackson 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, Fourth and Railroad Streets, Ninth and Ferry Streets, Front and Main Streets, Hill and Water Streets, Salem Road and Pine Streets, Seventh and Elm Streets, Santiam Road and Denver Streets, Seventh and Madison Streets, Sixth and Main Streets, Seventh and Jackson Streets, Tenth and Cottage Streets and Eleventh and Washington 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.

3. The Company agrees to install fire hydrants in the City of Albany, Linn County, Oregon, similar to those now in use in said City at the following described places, to-wit: Front and Pine Streets, Water and Denver Streets, Eighth and Sherman Streets, Eighth and Thurston Streets, Seventh and Baker Streets, Twelfth and Ferry Streets, Ninth and Calapooia Streets, Seventh and Calapooia Streets, Fifth and Calapooia Streets, Third and Calapooia Streets, Eleventh and Willetta Streets, Third and Lyon Streets, Ninth and Elm Streets, and to change the hydrant at Ninth and Walnut Streets to Ninth and Maple Streets, within ninety (90) days from the date of the execution of this agreement, and the City of Albany is to pay said rental for said fire hydrants to be so installed as provided in Paragraph 2 hereof, for fire hydrants now in use in the City of Albany, Linn County, Oregon.

4. 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, provided the City shall at all times keep said cisterns and appliances in repair so that there will be no water unnecessarily used or wasted and in case

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the same are not so kept in repair the Company may discontinue service to such cistern out of repair until repaired.

5. As a part of the consideration for the City taking and paying for the hydrant and cistern service mentioned in subdivisions 2, 3 and 4 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.

6. 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 flushers 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.

7. 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 hydrants.

8. It is agreed that the Company will also furnish connections and service to all fire cisterns which may hereinafter 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.

9. 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.

10. It is also agreed that none of the fire hydrants hereinabove 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 pay the Company the reasonable expense of making such change.

11. 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 each 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

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beyond the Company's control.

12. 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.

13. 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 funds of the City.

14. In consideration of this contract the Company agrees to do and perform all of 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 therefor as hereinbefore set forth.

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 30th. day of December, 1922 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 water service for the City of Albany, 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 P. A. Young,
Mayor.

The City of Albany, Oregon.
By D. H. Bodine,
Recorder.

Mountain States Power Company
By C. M. Brewer,
Vice-President and
General Manager.

(L.S.)

Attest: N. H. Buckstaff,
Assistant Secretary.

Section 2. Inasmuch as the present contract between the City of Albany and the predecessor in interest of said Mountain States Power Company has expired and it is necessary to make immediate provision for the water provided for in the foregoing contract and the same is appropriate and needed for the immediate preservation of the public peace, health and safety of the City of Albany, this ordinance is, and the same is hereby declared a measure necessary for the immediate preservation of the public peace, health and safety of the City of Albany and for the reasons stated in this section of this ordinance it is necessary that this ordinance shall become immediately operative and in effect, and an emergency is therefor and hereby declared to exist and this ordinance

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shall take effect and be in full force from and after its approval by the Mayor.

Passed by the Council this 29 day of Dec., 1922.
Approved by the Mayor this 30 day of Dec., 1922.

P. A. Young,
Mayor

Attest: D. H. Bodine,
Recorder of the City of Albany.

STATE OF OREGON:)

(ss

County of Linn,)

I, D. H. Bodine, 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. 1066, has been by me carefully compared with the original Ordinance Bill No. 1153, 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. 1153, passed by the Council Dec. 29, 1922. and approved by the Mayor, Dec. 30, 1922.

WITNESS, my hand and official signature and the seal of the City of Albany, this 31 day of December, 1924.



Recorder of the City of Albany.