

It was moved and seconded that the Committee on Streets and Public Property make a survey of the sidewalks and report defective ones to the City Attorney. Motion carried.

Whereupon the recommendation of Committee on Health & Police was read.

- 1- We recommend the reestablishment of the curfew ordinance.
- 2- Rigid enforcement of the anti-cigarette law relative to the sale of cigarettes to minors.
- 3- All place of business in City to close at 12 o'clock P. M.
- 4- Shaking dice be prohibited in Public places.

Whereupon it was moved and seconded that the meeting adjourn. Motion carried.


C. L. Eid.
Recorder.

Approved: APR 2 1923

W. S. Maple.
Mayor.

SPECIAL MEETING OF THE CITY COUNCIL OF THE
CITY OF CANBY.

HELD March 27th, 1923.

Meeting was called to order by the Mayor. Those present were: W. S. Maple, Mayor; City Attorney, Philip Hammond; City Recorder, C. L. Eid; Chief of Police, Louis Lent. Councilmen: Bowlsey; Johnson; Sheldon; Swanbey; Shull and Weygandt.

The meeting was called to order for the purpose of taking action on bill of sale as read; to-wit:



KNOW ALL MEN BY THESE PRESENTS, That the Molalla Electric Company, a corporation organized and existing under

and by virtue of the laws of the State of Oregon, party of the first part in and for the consideration hereinafter contained and expressed, to it paid by the City of Canby, a municipal corporation in Clackamas County, Oregon, the party of the second part, at and upon the delivery of these presents,- receipt whereof it hereby acknowledged,- has granted, bargained, sold, assigned, conveyed and delivered and by these presents does grant, bargain, sell, convey, assign and deliver unto Canby, its successors and assigns, all the following property, towit:

All the personal and real property of every name, nature and description used by the party of the first part within the boundaries of the City of Canby as a distributing electric system, for the transmission and delivery of electric current and electric power to the people of the City of Canby, including all equipment and fixtures, fixed or movable and in use in said service, and including all of the various articles set out in the inventory or report compiled by J. B. Beebe of the Public Service Commission of the State of Oregon under date of April 27, 1922, to the City of Canby and the grantor hereof, for the purpose of more particularly establishing the identity of the property herein intended to be sold, together with the material and extensions in betterments and repairs added to said property since the date of said report, EXCEPTING, NEVERTHELESS, the terminus of the main transmission line of the party of the first part situated on the North bank of the Molalla River and which transmission line extends from Canby southward to Woodburn in Marion County, and which terminus was not included in such report.

That the full consideration for all of the above mentioned property, consisting of poles, fixtures, overhead lines, line transformers and devices, electric service, construction and meters (excepting a few meters, less than ten in number, owned individually by customers), is Seven Thousand Dollars (\$7000.00) cash, and as part of the consideration therefore the party of the first part agrees to secure and have recorded in Clackamas County, proper release or releases of all said property herein conveyed, from the lien of the bonds of said party of the first part held by the Trustees of Whitman College, or otherwise, and as further consideration, moving from the City of Canby, to the party of the first part herein as a part of this transaction, that certain claim of the City of Canby of long standing against the Molalla Electric Company for alleged expenditures in the original construction of said street lighting system, is merged in this transaction and is hereby released and cancelled.

And the party of the first part, in consideration hereof does for itself, its successors and assigns covenant with Canby, its successors and assigns, that it will warrant and defend all and singular the said property above conveyed, forever against all lawful claims and demands whatsoever, except any claim that may be advanced and established by the Clackamas County Fair Association for ownership of any of the materials going into the short transmission line extending northerly to the Fair Association Grounds.

As a further consideration for this transfer, the City of Canby may purchase electric energy from the Molalla Electric Company at the published retail rate of the Portland Railway Light & Power Company, now in effect or hereafter established, plus line loss on energy so purchased from the party of the first part over its main transmission line, extending from Canby to the point of connection of said transmission line with the transmission line of the Portland Rail-

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way Light & Power Company in the City of Woodburn, Marion County, Oregon, such line loss, in case of dispute between the parties hereto, to be computed, fixed and established by competent officials or an official of the Portland Railway Light & Power Company, both parties reserving the right, if either is convinced that such computation of line loss is inadequate or unfavorable, to refer the matter to the Public Service Commission for consideration and final adjustment, and such privilege shall continue for the grantee to continue to purchase electric energy suitable to its needs from the party of the first part and at the same rate and upon the same terms so long as the Molalla Electric Company remains the owner and in possession of said transmission line from Woodburn to Canby, and it is agreed that said party of the first part shall at all times maintain and keep said main transmission line in good order and repaid for the purpose of delivering such power to the said City of Canby and maintaining good service over said line.

It is understood that this transfer shall be effective as and from the last meter reading of said Company, to-wit: About October 27, 1922, and all revenues to be collected from the sale of electric energy within Canby by means of such property from and after said date, shall go to the City of Canby, and said City in turn shall pay for the current so used from and after said date, shall to the the City of Canby, and said City in turn shall pay for the current so used from and after such date at the published retail rate of the Portland Railway Light & Power Company, plus line loss in transmission from Woodburn as hereinabove stipulated for. Further, the costs of additional equipment necessary to "Step down" the current from the main transmission line to measure and meter the electric energy to be delivered to the City of Canby for its use over the property herein conveyed, shall be borne by the Molalla Electric Company, and for the equipment and devices, transformers, etc. necessary for such purpose shall be put in place and maintained likewise at the sold cost and expense of the party of the first part, title in and to such added equipment to remain in the Molalla Electric Company.

Accounting between the Molalla Electric Company and the City of Canby shall be made monthly, not later than the tenth day of each month.

The City of Canby shall not be required to add any equipment whatsoever to the equipment purchased herein and now in use on said transmission line to secure energy for the purpose for which it is now used in Canby.

And the Grantor hereof, for itself and for its successors, covenants to and with the Grantee, its successors and assigns, that from time to time on demand of the Grantee, its successors or assigns, that said Grantor, or its successors will make, do execute, acknowledge and deliver all such further acts, deeds, conveyances and assurances as may be reasonably devised or required, for effectuating the intention of these presents and for the better assuring or confirming unto the said Grantee, its successors and assigns, all and singular the above granted and bargained property.

IN WITNESS WHEREOF, The Molalla Electric Company has caused its corporate name and seal to be hereunto affixed and this instrument to be signed by its President and Secretary as authorized by a resolution of said corporation duly and legally adopted, on November 1922, this 9th day of March, A.D., 1923.

MOLALLA ELECTRIC COMPANY

BY _____ President.

BY _____ Secretary.

In the presence of:

STATE OF OREGON)
(ss.
County of Clackamas)

On this _____ day of March, A. D. 1923, before me appeared E. G. Robinson and Chester G. Murphy to me personally know, who, being first duly sworn, did respectfully say that he, E. G. Robinson, is the President of the MOLALLA ELECTRIC COMPANY, a corporation and he, Chester G. Murphy, is the Secretary of said corporation and that the sale affixed to said instrument was signed and sealed in behalf of said corporation by authority of it's Board of Directors, and said E. G. Robinson acknowledged that said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate, written.

Notary Public for Oregon

My comm. ex.

Whereupon the following Agreement was read:

KNOW ALL MEN BY THESE PRESENTS, That the City of Canby, a municipal corporation in Clackamas County, Oregon party of the first part, agrees, in and for the consideration hereinafter contained and expressed; to be paid to Canby as hereinafter stated, by the Molalla Electric Company, a corporation organized and existing under and by virtue of the laws of the State of Oregon, which is the party of the second part, herein to sell to the Molalla Electric Company electrical energy under the terms hereinafter set forth, provided however:

Nothing contained in this agreement shall operate as a requirement that Canby shall maintain or cause to be constructed any other, or further, or additional transmission lines, or wires, for the distribution of electrical energy to supply the Molalla Electric Company consumers North of the Molalla River and this contract is made without any liability on the part of the City of Canby to connect such additional or heavier equipment, or to maintain any transmission line,

or distributing line, which does not produce net revenue to Canby.

Canby agrees to sell and deliver to the Molalla Electric Company, its successors and assigns, over the lines conveyed to Canby by the Molalla Electric Company sufficient electric energy to supply its present and future suburban customers north of the Molalla River and outside of and contiguous to the boundary line of the City of Canby, at the average rate, per monthly meter reading, on the same basis that electrical energy is purchased by the City of Canby from the Molalla Electric Company plus line loss on amount of KW hours consumed from Woodburn straight through to consumer's meters; it being understood between the parties that this service shall be by way of accomodation to serve such suburban customers, and the City of Canby undertakes, so far as it may lawfully be done, in case of dispute between the parties as to computation of line loss as such service, the same shall be computed, fixed and established by representatives of the Portland Railway Light & Power Company with right of review by the Public Service Commission of the State of Oregon.

In the event the City of Canby or its successors and assigns cease to buy power from the Molalla Electric Company, or purchase power elsewhere, or manufacture their own electric energy, the rate to be charged the Molalla Electric Company for such energy for said suburban customers shall, in the event of dispute arising between the parties, be fixed and determined by the Public Service Commission of the State of Oregon.

The Molalla Electric Company agrees that one of the conditions of this contract is to have the transmission lines connecting such consumers to the transmission of the City of Canby properly fused at such point of connection and to maintain such fusing while securing electrical energy under this contract.

IN WITNESS WHEREOF, The City of Canby has caused its corporate name and seal to be hereunto affixed and this instrument to be signed by its Mayor and Recorder as authorized by a resolution of said corporation duly and legally adopted, this day of March, A. D. 1923.

CITY OF CANBY

BY

W. S. Maple
Mayor.

BY

C. L. Eid
Recorder.

In the Presence of:

STATE OF OREGON)
(ss.
County of Clackamas)

On this day of March, A. D., 1923, before me appeared W. S. Maple, to me personally known, who being first duly sworn, did say that he is the Mayor of the City of Canby a municipal corporation, and C. L. Eid, to me personally known who, being first duly sworn, did say that he is the Recorder

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of the City of Canby, a municipal corporation, and that the seal affixed to said instrument is the corporation seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Council of Canby and said W. S. Maple and C. L. Eid acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I, have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate, written.

Notary Public for Oregon

My comm. ex.

WHEREUPON the following Resolution was read:

RESOLUTION.

WHEREAS heretofore the City of Canby undertood to purchase from the Molalla Electric Company and the Electric Light Distributing System situated in the City of Canby.

And Whereas the parties hereto have agreed upon the purchase price to be paid.

And Whereas the Council of Canby was directed by charter amendment of Canby, which amendment was ratified by the voters of Canby, to purchase such Distributing System.

And Whereas the City of Canby has issued and sold its bonds.

And whereas it now has on hand the money with which to pay the Molalla Electric Company for such Distributing System.

And Whereas the Molalla Electric Company has tendered to the City of Canby a bill of sale of such distributing system a copy of which has been entered in the minutes of the Council of the City of Canby, ~~the Mayor and Recorder are hereby directed to sign such contract for the sale of electric current to the Molalla Electric Company for and on behalf of the City of Canby.~~

And whereas the City of Canby has offered to the Molalla Electric Company a contract for the purchase of current for the Molalla Electric Company's suburban customers outside of the City of Canby and North of the Molalla River, and which contract has been accepted by the Molalla Electric Company and a copy of which contract has been entered in the minutes of the Council of Canby.

And Whereas it is necessary for the preservation of th peace and quiet of the City of Canby that this resolution be immediately adopted so that the streets of the City of Canby may be properly lighted and the inhabitants of Canby secure electrical energy..

Now then therefore be it Resolved by the Council of the City of Canby that the form of the bill of sale from the Molalla Electric Company be and the same is hereby approved, and that the form of the contract to the Molalla Electric

Company is hereby approved, and that the Mayor and Recorder are hereby directed to sign such contract for the sale of electric current to the Molalla Electric Company for and on behalf of the City of Canby.

Be it further resolved that the City Treasurer is hereby directed to pay to the Molalla Electric Company the sum of \$7000.00 in full consideration of such distributing System.

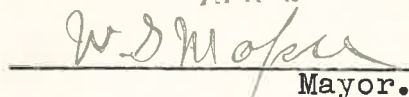
Be it further resolved by the Council of the City of Canby that an emergency exists and in order to preserve the peace, health and quiet of the City of Canby that this resolution shall go into immediate force upon being passed by the Council and approved by the Mayor.

Whereupon it was moved and seconded that the
On roll call
resolution be adopted as read. / Motion carried, six ayes, noes none.

WHEREUPON it was moved and seconded that the
meeting adjourn. Motion carried.


Recorder.

Approved: APR 2 1923


Mayor.