

ORDINANCE NO. 149<sup>a</sup>

An Ordinance authorizing and directing the entering into, execution and delivery, in the name and on behalf of the city of Warrenton, of a contract with Pacific Power & Light Company, a corporation, providing for the furnishing by said company to the city of electric lighting service upon the streets, highways and public places within the corporate limits of the city for a period of five years from the first day of October, 1931, the provisions of such contract being set forth in this Ordinance; and determining that the amount of lighting service specified in such contract is necessary for the proper protection of the city and its inhabitants and for their safety and welfare.

THE CITY OF WARRENTON DOES ORDAIN AS FOLLOWS:

Section 1. That the city of Warrenton make and enter into a contract with Pacific Power & Light Company, a corporation, providing for the furnishing by said company to the city of electric lighting service upon the streets, highways and public places within the corporate limits of the city for a period of five years from the first day of October, 1931; such contract to be signed by the mayor, sealed with the corporate seal of the city and attested by the auditor and police judge, and to provide as follows:

(1). The company agrees to furnish to the city for the term of five years commencing on the first day of October, 1931, and the city agrees to take and to pay for under the terms hereof all electric lighting service by means of the company's overhead distributing system which may now or hereafter be required by the city for lighting the streets, highways and public places thereof during said term.

(2). Until increased or modified as hereinafter provided the lighting service to be furnished hereunder shall consist in the installation, operation and maintenance by the company of seventy 1000 lumen series incandescent electric lamps, to be fastened to suitable brackets or center spans attached to the company's poles, one of such lamps to be installed, operated and maintained at each of the following designated street intersections or locations, to-wit:

First and Walnut Streets  
First and Elm Streets  
First and Main Streets  
Second and Ash Streets  
Second and Walnut Streets  
Second and Elm Streets  
Second and Main Streets  
Second Street between Main and Water Streets  
Second and Water Streets  
North of S.P. & S. Depot and corner of Main Street  
North of S.P. & S. Depot between Main and Water Streets  
North of S.P. & S. Depot corner Water Street  
Third and Ash Streets  
Third and Elm Streets  
Third and Date Streets  
Third Street 75 feet east of Cedar Street  
Third and Main Streets  
Third and Hemlock Streets  
Main Street 75 feet south of Third Street  
Fourth and Ash Streets  
Fourth and Elm Streets  
Fourth and Cedar Streets  
Fourth and Main Streets  
Fourth and Hemlock Streets  
Fourth and Spruce Streets  
Main Street 100 feet south of Fourth Street  
Fifth and Larch Streets  
Fifth and Main Streets  
Fifth and Hemlock Streets  
Main Street 100 feet south of Fifth Street

Hemlock Street and south side of S.P.& S. R.R.  
S.P.& S. R.R. south side between Hemlock  
and Spruce Streets  
Spruce Street and south side of S.P.& S. R.R.  
Albany Avenue and Water Street east  
Albany Avenue 100 feet east of Harrison Street  
Albany Avenue 50 feet east of Morton Street  
Albany Avenue & Garfield Street  
Garfield Street and Salem Avenue  
Garfield Street and Portland Avenue  
Albany Avenue 125 feet east of Garfield Street  
Albany Avenue and Arthur Street  
Albany Avenue and Hayes Street

Said lamps upon being installed as above provided shall thereafter be maintained and operated at such locations respectively during the full term of this agreement; provided, however, that the company will at any time upon request of the city remove any lamp or lamps installed hereunder to a new location or locations upon the company's overhead distributing system within the city and without expense to the city if such change of location requires only the transfer of the same equipment to an existing pole line carrying a street lighting circuit and does not require the installation of any additional materials or the construction of any additional distributing lines or street lighting circuits.

(3). The company will at all times hereunder, except when prevented by accident or other causes beyond its control, supply the necessary electric energy or current for operating from nightfall to daylight of each day all lamps installed by it hereunder, and will from time to time promptly install, at its own expense, new lamps in replacement of burned out lamps. The company further undertakes and agrees to cause each lamp installed hereunder to be turned on at dusk and to be turned off at daylight of each and

event of a failure of the company to supply the necessary lamps for renewals from time to time, as needed, a like ratable reduction shall be allowed upon the monthly bill for the night or nights such lamp or lamps shall have been out of service. The company, however, shall not be liable for or on account of any failure of service hereunder beyond or other than such ratable reductions in the monthly bill under the conditions above specified.

(4). The company will from time to time, upon receipt of written request from the commission of the city, or within a reasonable time thereafter, install at the location or locations specified in such request, and upon suitable brackets or center spans upon the company's poles, such additional incandescent lamps of standard size or sizes and types as may be requested, provided that the lamps of the sizes and types so requested are such as may be conveniently operated on the same street lighting system or circuits as the lamps specified in paragraph (2) hereof. All additional lamps that may be so installed shall be maintained and operated in the manner and subject to the conditions specified in paragraph (3) hereof, and shall be paid for by the city as hereinafter provided during the full remainder of the term of this agreement. Such installation shall be entirely at the cost of the company, provided the same shall not require the erection of any additional pole or poles, or the stringing on established poles of a street lighting circuit or circuits at a cost in excess of Fifty-Four Dollars (\$54.00) for each 1000 lumens of lamps to be installed. In either of the latter cases the company shall assume and pay only so much of the cost of installation as shall be equivalent to Fifty-four Dollars (\$54.00) for each 1000 lumens of lamps to be installed; and the remainder of the actual cost

(5). For the lighting service described in paragraph (2) and for all additional lights or lamps of the size and type specified in said paragraph (2) that may hereafter be installed or operated by the company at the request of the city, the city agrees to pay to the company the following rates and charges, to-wit: One Dollar and Fifty Cents (\$1.50) per month for each of said 1000 lumen series incandescent lamps; and for lamps of other types and sizes that may hereafter be installed or operated by the company at the request of the city, the city agrees to pay to the company the latter's regular tariff charges under its standard street lighting schedule in effect for lamps of such sizes and types under a ten year agreement, one-twelfth of the yearly charges specified in such tariff for any such lamp or lamps being payable monthly; and shall in addition to said payments, unless this agreement at the end of said term of five years shall have been renewed for an additional period of five years by a duly authorized contract between the city and the company containing all of the terms, conditions and

charges for service under a five year agreement less the amounts theretofore paid on account thereof.

(7). The company agrees to make reasonable provision to provide satisfactory and continuous service hereunder but does not guarantee a constant supply of electricity and shall not be liable for any interruptions or failures to supply continuous service due to any cause or causes which the company in the exercise of reasonable foresight and diligence could not have prevented or avoided or when such interruptions are necessary for repairs or changes in the company's generating equipment or distributing system. The company shall not be liable for or on account of any failure of service hereunder beyond or other than a proportionate credit upon the monthly bill of the city.

(8). Payment for all service rendered under this agreement shall be made by the city to the company each month within ten days from the receipt of bill for service furnished during the preceding month.

(9). It is understood and agreed that the service provided for in this agreement and the rates of payment applicable thereto and all of

years provided such option be exercised by notice to the company evidenced by a certified copy of an ordinance of the commission of the city authorizing such renewal delivered to the company on or before October 1, 1936; if the city so exercises such option all of the terms and conditions of this contract shall be the same for such renewal term. If, however, the city does not so renew this contract the city shall and hereby agrees at the expiration date hereof to pay to the company the difference between the amounts payable under the company's regularly filed and published tariff rates for the service rendered under a five year agreement and the amounts theretofore paid to the company hereunder.

(12). This agreement 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.

Section 2. It is hereby determined by the commission that the amount of lighting service specified in said contract so authorized by Section 1 of this Ordinance is necessary for the proper protection of the city and its inhabitants and for their safety and welfare.

Section 3. The mayor of the city is hereby authorized and directed to make, execute and deliver said contract with said Pacific Power & Light Company in the name and on behalf of the city, and the auditor and police judge is hereby authorized and directed to affix the seal of the city to said contract and to attest the same upon execution by the mayor as herein provided.

Passed by the commission this 1st day of September,