

ORDINANCE NO. 260A

AN ORDINANCE authorizing and directing the execution and delivery, in the name and on behalf of the City of Warrenton, Oregon, of a contract with Pacific Power & Light Company, a corporation, providing for the furnishing by said company of electric lighting service upon the streets, highways and public places within the corporate limits of said City for a period of five (5) years from and after the effective date of this ordinance, a copy of the contract so authorized being set forth in this ordinance, and declaring such service essential to the security and welfare of said City and its inhabitants.

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 Pacific Power & Light Company to the City of Warrenton of electric lighting service for lighting the streets, highways and public places within the corporate limits of the City of Warrenton, for a period of five (5) years from and after the effective date of this ordinance, which contract shall be signed by the Mayor, sealed with the corporate seal of the City and attested by the Auditor and Police Judge of the City of Warrenton, and shall be in words and figures as follows:

CONTRACT FOR OVERHEAD CIRCUIT STREET LIGHTING SERVICE

FROM FIXTURES ATTACHED TO WOOD POLES

THIS CONTRACT, made and entered into this 15 day of Dec., 1947, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter designated as the "City", and Pacific Power & Light Company, a corporation, hereinafter designated as the "Company".

W I T N E S S E T H:

WHEREAS the execution of this contract by the City of Warrenton has been duly authorized and directed by Ordinance No. 700 of the City of Warrenton, approved by the Mayor on Dec 15, 1947; and the Company has accepted the undertakings, terms, and conditions hereinafter in this contract set forth;

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

Section 1. For and during the term of five (5) years beginning Dec 15, 1947, and expiring Dec 15, 1952, the Company agrees to furnish to the City, and the City agrees to pay for under the provisions hereof, all overhead circuit street lighting service to be supplied from fixtures attached to wood poles owned by the Company which the City may require for lighting the streets, highways, and public places within the City.

Section 2. Until modified as hereinafter provided, the service to be furnished by the Company and paid for by the City hereunder shall consist of the operation and maintenance by the Company of incandescent filament type street lamps listed in the attached Exhibit A.

Section 3. The Company, upon receipt of written orders from the City and subject to availability of manpower and required materials and equipment, will install upon its overhead circuits within the corporate limits, and at the new locations thereon specified in such orders, such incandescent filament type lamps of any of the standard lumen ratings mentioned in Section 6 hereof as the City may from time to time direct.

Section 4. The Company, at any time upon receipt of written order of the 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 the City in respect of the operation of any such light or lamp after the Company's receipt of such order of discontinuance.

Section 5. Each order for a change in the lighting service to be furnished by the Company hereunder, as provided in the foregoing Sections 3 and 4 hereof, shall be executed in duplicate, substantially in the appropriate form indicated on the attached Exhibit B hereof, and shall be signed by the Mayor or by the Recorder of the City. The Company, upon receipt of the duplicate of any such order, shall endorse thereon the date of its receipt over the signature of the Company's authorized representative, and shall return one counterpart of such order so endorsed to the City. When and as any change specified in such order shall have been completed, the Company shall report the fact and the date of such completion in writing to the City, identifying the work with the particular order of the City directing such change.

Section 6. For the street lighting service to be furnished by the Company as above provided, the City will pay to the Company in accordance with the following schedule of rates, to be applied to the lamps from time to time in service hereunder, namely:

<u>Lamp Rating - Lumens</u>	<u>Rate Per Month Per Lamp</u>
1000	\$1.30
2500	1.55
4000	1.85
6000	2.25
10,000	3.00

Provided, however, that the Company's rates and charges for said overhead circuit street lighting service are and at all times shall be subject to the lawful orders or regulations of the Public Utilities Commissioner of the State of Oregon or any other governmental authority having jurisdiction thereof; and provided further that if the Company shall hereafter establish and maintain a tariff schedule or schedules of rates and charges for furnishing similar overhead circuit street lighting service in any other municipality in the State of Oregon at rates lower than the rates herein provided to be paid by the City, the City shall be entitled, from and after the effective date of such schedule or schedules, to the benefit of such lower rates for the service to be furnished hereunder.

Section 7. Should the Company at any time become unable to obtain new incandescent filament type lamps for replacements hereunder 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, the Company will install and thereafter operate at the locations of the lamps so superseded a like number of incandescent lamps of approximately similar standard lumen rating then commercially available, and thereafter the City will pay for the operation and maintenance of such substitute lamps the Company's regularly published and filed tariff rates applicable thereto.

Section 8. The Company will at all times hereunder, except when prevented by accident or other cause beyond its reasonable control, supply the necessary electric energy, and the necessary service for switching on and off such energy, for continuous dusk to daylight operation of all lights or lamps provided for hereunder, and will promptly replace all such lights or lamps which shall have burned out or ceased to be useful. The City shall not be required to pay for the operation of any light or lamp in respect of any night during which such light or lamp shall have been out of service for any cause for the full nightly period, and a ratable reduction shall be made in the monthly bill hereunder for any such light or lamp for each such outage. The Company, however, shall not be chargeable for or on account of any outage or failure of service hereunder beyond or other than such ratable reduction in the monthly bill.

Section 9. Payment for service furnished each month under this contract shall be made by the City to the Company at the Company's office in Astoria, Oregon, within ten (10) days after receipt of bill for the service furnished during said month.

Section 10. 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.

(End of Form of Contract except testimonium clause,  
signature and seals)

Exhibit A

City of Warrenton, Oregon

Overhead Street Light Contract

Lighting Equipment and Locations Thereof

Incandescent Filament Lamps

One 2500 Lumen Lamp at each of the following locations:

Prouty Avenue, 450 feet North of 1st Street

Prouty Avenue, 550 feet South of Jefferson Avenue

One 1000 Lumen Lamp at each of the following locations:

1st Street and \*FSH #104

1st and Main Streets

2nd and Ash Streets

2nd and Walnut Streets

2nd and Elm Streets

2nd and Main Streets

2nd Street, 100 feet West of Hemlock Street

2nd and Hemlock Streets

3rd and Ash Streets

3rd and Elm Streets

3rd and Date Streets

3rd Street and Railroad Avenue

3rd and Main Streets

3rd and Hemlock Streets

Railroad Avenue, 100 feet East of Main Street

Railroad Avenue and Hemlock Street

Railroad Avenue between Hemlock and Spruce Streets

Railroad Avenue and Spruce Street

New Hampshire and Main Streets

1000 Lumen Lamps continued:

New Hampshire Street, 150 feet West of Hemlock Street

New Hampshire and Hemlock Streets

Main Street, 75 feet South of 3rd Street

4th and Ash Streets

4th and Elm Streets

4th and Cedar Streets

4th and Main Streets

4th and Hemlock Streets

4th and Spruce Streets

Main Street, 100 feet South of 4th Street

5th and Larch Streets

5th and Main Streets

5th and Hemlock Streets

Main Street, 75 feet South of 5th Street

6th and Cedar Streets

6th and Main Streets

Main Street, 75 feet South of 6th Street

7th and Main Streets

W. 7th and Date Streets

Date Street between W. 7th and W. 8th Streets

W. 8th and Date Streets

W. 8th and Cherry Streets

W. 8th Street and Railroad Avenue

8th and Main Streets

Main and Alder Streets

Alder Street and Skipanon River

Date Street between W. 8th Street and old County Road

1000 Lumen Lamps continued:

Date Street and old County Road  
Old County Road between Date Street and Railroad  
Old County Road and Railroad  
Old County Road and Main Street  
Old County Road and Atlantic Street  
Orchard and Atlantic Streets  
Orchard Street and old County Road  
Main and Camp Streets  
Main Street, 275 feet South of Camp Street  
Main and Lexington Streets  
Lexington and Oak Streets  
Main and Walla Walla Streets  
Main Street, 75 feet South of Riverside Street  
Main Street and Junction of U. S. Highway #101  
U. S. Highway #101, 500 feet North of Railroad Crossing  
Albany Avenue and Water Street  
Albany Avenue, 100 feet East of Harrison Street  
Albany Avenue and Morton Street  
Albany Avenue and Garfield Street  
Albany Avenue, 120 feet East of Garfield Street  
Albany Avenue, 50 feet East of Arthur Street  
Albany Avenue and Hays Street  
Garfield Street and Salem Avenue  
Garfield Street and Portland Avenue

\* Fort Stevens State Highway #104



EXHIBIT B

(Form of order for changes in overhead circuits street lighting service)

Pacific Power & Light Company

Astoria, Oregon

You are hereby directed to make the following change(s) in the overhead circuit street lighting service supplied by the Company to the City under contract dated \_\_\_\_\_, 1947, namely:

Under Section 3 of contract, install additional incandescent filament type lamps of the lumen rating(s) and at the location(s) specified below:

Under Section 4 of contract, discontinue operation of the lamp(s) now in service at the location(s) specified below:

Executed in duplicate \_\_\_\_\_, 1947.

City of Warrenton

By \_\_\_\_\_  
Mayor or Police Judge of the City of Warrenton

Received this \_\_\_ day of \_\_\_\_\_, 1947.

Pacific Power & Light Company

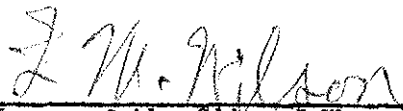
By \_\_\_\_\_  
District Manager

Section 2. It is hereby determined by the Commission of the City of Warrenton that the lighting service provided for in the contract hereby authorized is necessary to enable said City to provide proper protection for itself and the inhabitants thereof, and is essential to the security and welfare of said City and its inhabitants.

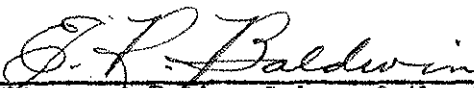
Section 3. The Mayor of the City of Warrenton is hereby authorized and directed to execute and deliver such contract with Pacific Power & Light Company in the name and on behalf of the City of Warrenton, and the Auditor and Police Judge of the City of Warrenton is hereby authorized and directed to affix the seal of said City to said contract and to attest the same, upon execution thereof by the Mayor as herein provided.

Passed by the Commission this 15 day of Dec., 1947.

Approved by the Mayor this 15 day of Dec., 1947.

  
\_\_\_\_\_  
Mayor of the City of Warrenton

ATTEST:

  
\_\_\_\_\_  
Auditor and Police Judge of the City of Warrenton

24