

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

AN ORDINANCE authorizing a contract between the City of Warrenton and Pacific Power & Light Company, a corporation, providing for the furnishing of all electric lighting service by said Pacific Power & Light Company, required or that may be required by said City of Warrenton for a period of ten (10) years from the 1st day of *July* 1921, a copy of which contract is set forth in this ordinance, and directing the execution, attestation and delivery of such contract.

THE CITY OF WARRENTON DOES ORDAIN AS FOLLOWS:

Section 1. The Common Council of the City of Warrenton hereby authorizes a contract between said City of Warrenton and Pacific Power & Light Company for the furnishing of all electric lighting service by said Company that may be required by said City of Warrenton for a period of ten (10) years from the 1st day of *July* 1921, upon the terms and conditions set forth in such contract, in words and figures as follows, to-wit:

1 THIS AGREEMENT, made this 15th day of July, 1921, between
2 the City of Warrenton, a municipal corporation of the State of
3 Oregon, hereinafter called the City, and Pacific Power & Light
4 Company, a corporation, hereinafter called the Company.

5 W I T N E S S E T H :

6 That wheress this contract was duly authorized by
7 Ordinance No. 303 of said City of Warrenton duly passed by the
8 council thereof at a meeting duly held on the 15th day of July
9 1921, and approved by the Mayor on July 15th 1921

10 NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:
11

12
13 Section 1. The Company agrees to furnish to said City
14 of Warrenton for a period of ten (10) years from and after the
15 1st day of July 1921, and the City of Warrenton agrees to take
16 from the Company and pay for under the terms hereof, all electric
17 lighting service which may now or hereafter be required by said
18 City for lighting the streets and public places of said City dur-
19 ing said term. Until increased by notice from the council as
20 hereinafter provided, the lighting service to be furnished here-
21 under shall consist in the installation, operation and maintenance
22 by the Company of incandescent electric lamps of the types and
23 sizes hereinafter enumerated, to be maintained and operated on
24 suitable brackets or other fixtures attached to the poles of the
25 Company's overhead electric distribution system in said City at
26 the following designated locations therein, respectively, to-wit:

27 One 100 Nominal Rated Candlepower Lamp at each of the
28 following locations or corners:

29 Albany and Haynes Streets	Albany and Morton Streets
30 Albany and Arthur "	Albany and Harrison "
31 Albany 150' East of Garfield	Albany and East Water "
32 Albany and Garfield Streets	Market and Water "

1	Market 200' East of Main St.	200' East of Main Street
2	Market and Main Streets	Seventh and Date Streets
3	First and Main "	West Seventh and Date Streets
4	First and Elm "	Eighth and Main Streets
5	First and Walnut "	Eighth and Ash "
6	First and Larch "	Eighth and Cherry "
7	Second and Ash "	Eighth and Date "
8	Second and Walnut "	Main Street 150' South of 4th St.
9	Second and Elm "	Main Street 150' South of 5th St.
10	Second 150' West of Spruce	Main Street 150' South of 6th St.
11	Second and Spruce Streets	Main Street and County Road
12	Second and Hemlock "	City Hall
13	Third and Elm "	Date Street 200' South of 7th St.
14	Third and Date "	Date Street 200' South of 8th St.
15	Third and Cedar "	Alder and Main Streets
16	Third and Main "	Alder and Skipanon River
17	Third and Hemlock "	County Road and Railway Tracks
18	Fourth and Hemlock "	County Road 200' East of Date St.
19	Fourth and Main "	County Road and Date Street
20	Fourth and Elm "	<i>Columbia Pacific Highway and McGuire St.</i>
21	Fifth and Hemlock "	<i>Columbia Pacific Highway and Orchard St.</i>
22	Fifth and Main "	<i>Columbia Pacific Highway on Company Pole #222</i>
23	Sixth and Main "	<i>Columbia Pacific Highway on Company Pole #226</i>
24	Seventh and Main "	<i>Columbia Pacific Highway on Company Pole #250</i>
25	Seventh and Railway Tracks (200' west of Main Street)	
26	Third and Ash Streets	Fourth and Ash Streets
27	<i>Bacchus Ave & Columbia Highway to Seaside</i> Fourth and Cedar Streets	<i>Riverside Ave & Columbia Highway to Seaside</i> Fifth and Larch Streets

LAMPS IN FLAVEL, OREGON

29	First and Massachusetts Sts.	First and Vermont Streets
30	Second and Massachusetts Sts.	Montana Avenue 100' Northwest of First Street
31	On First Street 150' South of Rhodes Street	

1 Said lamps shall be maintained and operated at such locations res-
2 pectively during the full term of this agreement; provided, however,
3 that the City of Warrenton reserves the right to cause any of said
4 lamps to be removed to a new location by notifying the Company of
5 the change desired and by paying to the Company the entire cost of
6 any new material and construction necessitated by such removal to
7 the new location, but the Company will make any such change at its
8 own expense involving only the transfer of the same equipment to an
9 existing pole line carrying a street lighting circuit and no new
10 materials or constructions are required.
11

12 Section 2. The Company will at all times hereunder
13 maintain said lamps in good order and condition, making the
14 necessary lamp renewals from time to time, and will cause said
15 lamps to be lighted at nightfall and kept lighted until daylight,
16 during each and every night of the year during the full term here-
17 of, except when prevented by accidents or other causes beyond its
18 control.
19

20 Section 3. The Company will from time to time, upon
21 receipt of written request from the council of the City of
22 Warrenton, or within a reasonable time thereafter, install at
23 the location or locations specified in such request, and upon
24 suitable bracket or suspended fixtures upon the Company's poles,
25 such additional incandescent lamps of standard size or sizes and
26 types as may be requested, provided that the lamps of the sizes
27 and types so requested are such as may be conveniently operated
28 on the same street lighting system or circuits as the lamps
29 specified in Section 1 hereof. All additional lamps that may be
30 so installed shall be maintained and operated by the Company and
31 be paid for by the City of Warrenton as hereinafter provided
32 during the full remainder of the term of this agreement. Such

1 installation shall be at the cost of the Company, except where
2 the Company shall be required to erect additional poles or pole
3 lines to operate such new lamps or to install such lamps at a
4 location necessitating the stringing of wires for such purposes
5 a greater distance than three hundred (300) feet for each lamp
6 to be installed, upon the then established pole lines of the
7 Company; where wires must be strung a greater distance than three
8 hundred (300) feet along a pole line then in use and operation by
9 the Company, or where additional poles must be erected to serve
10 such additional lamps, the City of Warrenton will pay to the
11 Company, in addition to its regular monthly payment hereunder
12 for the current month, the additional cost to the Company of
13 stringing such street lighting wires and circuits over and above
14 the cost of stringing such wires upon an existing pole line for
15 the distance above mentioned. The Company, however, shall not
16 be required to install any such additional lamp or lamps within
17 a period of six (6) months next preceding the expiration of the
18 term hereof, unless the council of said City at the time of such
19 request shall have notified the Company in writing that the
20 City of Warrenton exercises its option to renew this agreement
21 for an additional term of five (5) years, nor to install such
22 additional lamps within a like period next preceding the expira-
23 tion of said renewal term.

24
25 Section 4. For the lighting service described in
26 Section 1 hereof, the City of Warrenton will pay to the Company,
27 from the respective dates of beginning operation of the various
28 lamps therein specified and thereafter during the remainder of
29 the term hereof, at the following rates, to-wit:

30 For each 100 candlepower lamp \$1.50 per month

31 and for all lamps that may hereafter be installed and operated by
32 the Company in accordance with any future request of the City of

1 Warrenton, said City will pay to the Company the latter's regular
2 tariff charges applicable to lamps of such sizes and types (at
3 ten (10) year contract rates), one-twelfth of the yearly charge
4 specified in the tariff for any such lamp or lamps being payable
5 monthly. Payments for all service rendered shall be made by said
6 City to the Company on or before the 10th day of each month for
7 the service furnished during the preceding calendar month. The
8 City shall not be required to pay to the Company for the operation
9 of any lamp hereunder for any night or nights during which such
10 lamp may be out of service, and a ratable reduction shall be made
11 in the monthly bill on account of any such failure or failures of
12 service, but the Company shall not be liable for or on account of
13 any such failure of any lamp or lamps beyond such ratable reduction
14 in the monthly bill.

15
16 Section 5. Should the Company at any time during the
17 term hereof become unable to secure as required any lamp or lamps
18 of a type designated in Section 1 hereof, by reason of the manu-
19 facturer's discontinuing the making of such type of lamp or other
20 good cause, the Company in such event shall be required to install
21 and thereafter operate at the location or locations of the lamps
22 so superseded, a like number of lamps of standard types then avail-
23 able and having candlepower ratings equivalent in the aggregate to
24 the aggregate of the candlepower ratings of the lamp or lamps
25 superseded; and thereafter the City will pay for the operation and
26 maintenance of such substitute lamps the Company's regularly pub-
27 lished and filed tariff rates applicable to such types and sizes
28 of lamps for service under a ten year term contract; but unless
29 the City shall otherwise at the time elect, such substitutions
30 shall be so made that the aggregate monthly bill payable by the
31 City for the operation of such substitute lamps, shall not exceed
32 the monthly bill for the operation hereunder of the lamps so super-
seded.

1 Section 6. It is understood and agreed that the service
2 herein provided for and the rates of payment applicable thereto are
3 based upon service under a ten (10) year contract and by means of
4 the overhead electric distributing pole lines of the Company; and
5 that said rates and charges and all of the terms and provisions
6 hereof shall be at all times subject to any lawful orders or regu-
7 lations which may be made by the Public Service Commission of Oregon,
8 or any other body having lawful jurisdiction with reference thereto.

9 Section 7. The City of Warrenton shall have the right
10 and option of renewing this contract at the end of the term hereof
11 for an additional period of five (5) years upon the terms and condi-
12 tions herein set forth, provided such option be exercised by notice
13 to the Company evidenced by a certified copy of a resolution of the
14 council of the City of Warrenton served upon the Company at least
15 ninety (90) days prior to the 1st day of *July* 1931.

16 Section 8. This agreement shall bind and inure to the
17 benefit of the successors and assigns of the respective parties
18 hereto.

19 IN WITNESS WHEREOF, to this agreement in duplicate, the
20 City of Warrenton has caused its corporate name to be signed by its
21 Mayor and its corporate seal to be affixed, attested by its Recorder,
22 and Pacific Power & Light Company has caused its corporate name to be
23 signed by its Vice-President and its corporate seal to be affixed,
24 attested by its Secretary, on the day and year above written.

25
26 CITY OF WARRENTON,

27 By *J. M. Warren*

Mayor of City of Warrenton.

28 Attest: *John Evenden*

Recorder.

29
30 PACIFIC POWER & LIGHT COMPANY,

31 By _____

Vice-President.

32 Attest: _____

Secretary.

Contract No. 100 of 1921

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Section 2. The Mayor of the City of Warrenton is here-
by authorized and directed to make, execute and deliver such
contract with Pacific Power & Light Company in the name and behalf
of the City of Warrenton and the Recorder shall affix the seal of
said City to said contract and attest the same upon execution
thereof by the Mayor as herein provided.

Passed by the Council *July 15th* 1921.

Signed *July 15th* 1921.

J. M. Warren
Mayor of City of Warrenton.

ATTEST: *John Evenden*
Auditor & Police Judge.