

ORDINANCE NO. _____

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 Pacific Power & Light Company to said City 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 the 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:

Section 3. The Company, upon receipt of written orders from the City, and subject to the availability of manpower and required materials and equipment, will install upon its overhead circuits within the corporate limits of said city, 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 from the City, will discontinue the operation of any light or lamp then in service to the Company's said overhead street lighting system hereunder as 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 by the Mayor or the Auditor and Police Judge of the City, substantially in the form attached hereto as Exhibit B and made a part hereof. The Company, upon receipt 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 hereinbefore 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>
2500	\$1.55
4000	1.85
6000	2.25
10,000	3.00

It is understood that the Company's rates and charges for street lighting services 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 that the Company's rates for street lighting service hereunder are subject to change from time to time by lawful order of said regulatory authority.

Section 7. Should the Company at any time become unable to obtain new incandescent filament type lamps for replacements 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 the Company's bill for the service furnished during such 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,
signatures and seals.)

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 19 day of Jan, 1953.

Approved by the Mayor this 19 day of Jan, 1953.

W. C. Gannon
Mayor of the City of Warrenton

ATTEST:

L. R. Baldwin
Auditor and Police Judge of the City of Warrenton

EXHIBIT "A"

Contract - City of Warrenton, Oregon
Number, Size and Location of Lamps Installed and in Operation
In the Company-owned Overhead Street Lighting System
As of December 9, 1952

One 10,000 Lumen Lamp at each of the following locations:

Main and 3rd Streets
Main Street between 3rd and 4th Streets
Main and 4th Streets

One 6000 Lumen Lamp at each of the following locations:

*FSH #104 and 1st Street	Main and Alder Streets
FSH #104 and Date Street	Main Street & old County Road
FSH #104 and Cedar Street	Main and McGuire Streets
FSH #104 and Main Street	Main and Orchard Streets
2nd and Main Streets (South Intersection)	Main and Camp Streets
New Hampshire and Hemlock Streets	Main St., 275' South of Camp St.
Railroad Ave., 100' West of Spruce St.	Main and Lexington Streets
Railroad Ave. and Hemlock St.	Main and Spokane Streets
3rd and Hemlock Streets	Main St. between Walla Walla & Pasco Streets
Main St. between 4th & 5th Streets	Main and Riverside Streets
Main and 5th Streets	**U.S. #101, 200' So. of intersection of Main St.
Main St. between 5th and 6th Streets	**U.S. #101, intersection of Main St.
Main and 6th Streets	**U.S. #101, 500' So. of intersection of Main St.
Main St. between 6th and 7th Streets	U.S. #101, 100' NE of intersection of Main St.
Main and 7th Streets	U.S. #101 and Oak Street
Main St. between 7th and 8th Streets	U.S. #101 (19th St.) and Chapman Street
Main and 8th Streets	U.S. #101 between Chapman & Chester Sts.

One 4000 Lumen Lamp at each of the following locations:

*FSH #104 and Jefferson Avenue	RR Ave., West end of Skipanon River Bridge
*FSH #104 and Adams Avenue	W. 8th and Date Streets
*FSH #104 and Washington Street	W. 8th and Cherry Streets
Prouty Avenue and Madison Street	W. 8th and Ash Streets
Prouty Avenue and Jefferson Street	Date St., 250' South of W. 8th Street
Prouty Avenue, 400' South of Jefferson Ave.	County Road and Date Street
Prouty Avenue, 800' South of Jefferson Ave.	County Road, 250' East of Date Street
Prouty Avenue, 1200' So. of Jefferson Ave.	County Road and Railroad Crossing
1st and Main Streets	Wheeler Street, 150' South of Albany Street
2nd and Main Streets (North Intersection)	Wheeler and Everett Streets
2nd and Hemlock Streets	Everett Street, 400' East of Wheeler St.
New Hampshire St. bet. Main & Hemlock Sts.	Everett Street, 800' East of Wheeler St.

One 2500 Lumen Lamp at each of the following locations:

1st and Walnut Streets	3rd and Ash Streets
2nd and Ash Streets	3rd and Walnut Streets
2nd and Walnut Streets	3rd and Elm Streets
2nd and Elm Streets	3rd and Date Streets
2nd Street, 250' SE of Main Street	3rd and Cedar Streets

2500 Lumen Lamps (continued)

4th and Ash Streets
4th and Walnut Streets
4th and Elm Streets
4th and Date Streets
4th and Cedar Streets
4th and Hemlock Streets
5th and Cedar Streets
5th and Hemlock Streets
6th and Cedar Streets
W. 7th and Date Streets
Date Street between W. 7th & W. 8th Streets
Alder Street and Skipanon River
Old County Road and Atlantic Street
Old County Road and Orchard Street
Lexington and Oak Streets
Garfield Street and Portland Avenue
Garfield Street and Railroad Avenue
Albany Avenue and Water Street
Albany Avenue and Harrison Street
Albany Avenue and Morton Street
Albany Avenue and Garfield Street
Albany Avenue and Arthur Street
Albany Avenue and Hays Street
14th Street between Chester and Branham Streets
14th and Branham Streets

* Fort Stevens Oregon State Highway #104

** U. S. Highway #101

EXHIBIT B

(Form of order for change in overhead circuit 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 _____, 195__.

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

Pursuant to Section 4 of the contract, discontinue operation of the lamp (s) now in service at the location (s) specified below;

Executed in duplicate _____, 19__.

THE CITY OF WARRENTON

Received this _____ day
of _____, 19__.

By _____
Mayor, or Auditor and Police
Judge of the City of Warrenton

PACIFIC POWER & LIGHT COMPANY

By _____
District Manager

STATE OF OREGON)
)
County of Clatsop) ss.

I, _____, the Auditor and Police Judge of the city of Warrenton, Clatsop County, State of Oregon, do hereby certify: That the foregoing extract of minutes of the Commission of said City is a full, true and correct copy of that portion of the minutes of the Commission of said City which relates to the introduction and passage by the Commission of Ordinance No. _____ of said City and its approval by the Mayor. I further certify that the foregoing copy of said Ordinance No. _____ is a full, true and correct copy of the original thereof as the same is in my custody as Clerk of said city of Warrenton.

WITNESS my hand and the Seal of the city of Warrenton this ____ day of _____, 195__.

Auditor and Police Judge of the
City of Warrenton