

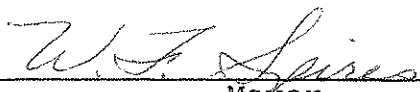
A RESOLUTION AUTHORIZING THE MAYOR AND )  
RECORDER TO ENTER INTO A CONTRACT FOR )  
UNDERGROUND ELECTRIC SERVICE AT )  
WASTEWATER TREATMENT PLANT. )

RESOLUTION NO. 5  
for 1977

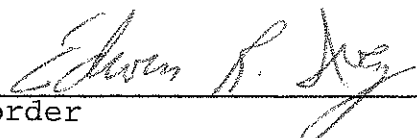
BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON,  
AS FOLLOWS:

Section 1. That the Mayor and the Recorder of the City of Lebanon are hereby authorized and directed to enter into a contract with Pacific Power and Light Company to provide underground electric distribution facilities for the wastewater treatment plant. A copy of the contract is attached hereto and made a part hereof.

Passed by the Council by a vote of 6 for and 0 against and approved by the Mayor this 26th day of January, 1977.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

UNDERGROUND ELECTRIC SERVICE AGREEMENT  
(Commercial and Industrial)

THIS AGREEMENT, dated January 27, 1977, by and between PACIFIC POWER & LIGHT COMPANY (Company) and City of Lebanon (Customer),

WITNESSETH:

1. Company shall provide underground electric distribution facilities for furnishing 480 volt, three (3) phase, 60 hertz electric service for a connected load of approximately 1336 kilowatts described as follows: heating - 109 KW Mechanical - 1227 KW

2. Such electric service shall be furnished at one or more points of delivery and metering at Customer's premises located Wheeler Street Treatment Plant - Lebanon, Oregon

3. Upon executing this agreement, Customer shall make cash advance of \$ -0-. Of this advance the following amounts are nonrefundable and shall be retained by Company:

- a) \$ -0- is the estimated amount by which Company's installed cost for the facilities to be installed exceeds that for facilities required to make service available from an overhead system;
- b) \$ -0- is to reimburse Company for the removal and rearrangement of existing facilities for Applicant's convenience;
- c) \$ -0- represents Company's costs pursuant to Paragraph 7 hereof.

4. Customer shall pay Company for service furnished hereunder in accordance with Schedule 37 and effective superseding schedules of Company's tariff as now or hereafter filed with the state regulatory agency having jurisdiction thereof provided, however, the monthly charge during the initial sixty (60) months following the date that Company is first ready to furnish service hereunder shall be not less than the sum of \$ None plus sixty percent (60%) of the charge computed for the month in accordance with said schedule or superseding schedules.

5. This contract shall be in force for five years from and after the date that Company is ready to supply service hereunder and thereafter until terminated, subject to the applicable provisions of Company's said tariff.

6. Customer shall provide without cost to Company appropriate utility rights-of-way by dedicated strips or easements for the installation of Company's underground distribution system, said rights or easements to be dedicated or conveyed in form acceptable to Company. Said rights-of-way shall be graded to semi-finished grade by, or at the expense of, Customer prior to the trenching and installation of facilities hereunder.

7. (a) All trenching, excavation and backfilling utilized for the installation of Company's underground facilities at locations and according to specifications attached hereto shall be at the expense of customer and shall be provided by Customer (Customer or Company).

(b) All vaults or concrete pads to accommodate transformers and junction boxes utilized for the installation of Company's facilities and all underground conduits or ducts required and specified by Company for the installation of underground circuits shall be installed at Customer's expense by Customer (Customer or Company).

8. Company, at its expense, agrees to furnish and install all primary, secondary and individual service lateral cables, riser assemblies and any conduit or duct required to provide service to a development or premises other than Customer's. Company will provide terminal blocks to be installed by Customer within said junction boxes.

9. Service entrances shall be installed by Customer in accordance with Company's specifications for connection by Company to its underground service facilities. Electric service provided hereunder shall be in accordance with the rates, rules and regulations of Company's electric service tariff as now or hereafter filed with the state regulatory authority having jurisdiction thereof.

10. This contract shall inure to the benefit and be binding upon the respective successors and assigns of the parties hereto except that no assignment hereof shall become effective without the prior written consent of Company.

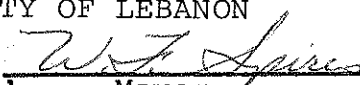
Special Provisions: Pacific Power & Light Co. reserves the right to revoke this offer, without notice, February 18 1977, if this contract has not been signed and returned to this office.

PACIFIC POWER & LIGHT COMPANY

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

CUSTOMER

CITY OF LEBANON

By   
\_\_\_\_\_  
Title Mayor

ATTEST:

\_\_\_\_\_  
Recorder