

Ordinance Bill No. 89  
Ordinance No 85

Special

An Ordinance authorizing, empowering and directing the Mayor and Recorder of the City of Lebanon, Linn County, Oregon, to enter into and sign for and on behalf of the City of Lebanon, a contract in writing with Lebanon Electric Light and Water Co., to furnish to said City all necessary electric lights and all necessary water for fire protection and other city purposes, for the term of fifteen years.

The People of the City of Lebanon do ordain as follows:--

Section 1.

That the Mayor and the Recorder of the said city of Lebanon be and they are hereby authorized, empowered and directed to enter into and sign for and on behalf of the said city of Lebanon, a contract in writing with Lebanon Electric Light and Water Co., to furnish said city all necessary electric lights for lighting said city for a term of fifteen years, which contract shall be substantially in words and figures as follows, To wit:--

This Agreement. made and entered into by and between Lebanon Electric Light and Water Co., a corporation, duly incorporated and doing business under the laws of the state of Oregon. first party. and the City of Lebanon, Linn County, Oregon. second party,  
Witnesseth:-- That the first party, for the consideration hereinafter expressed. agrees and binds itself, its successors and assigns, to furnish to the second party, for a period of fifteen years. beginning with the first day of January, 1909. eleven electric arc lights at the agreed prices as follows: The first six lights at \$10<sup>00</sup> a month each. The next three lights at \$9<sup>00</sup> each a month,

the next two lights at \$8<sup>00</sup> a month each, making eleven lights at a total of \$103<sup>00</sup> a month, payable at the end of each month in cash or in Lebanon City Warrants bearing interest at six per cent from date of issue at the option of the second party.

The six lights now in use are to remain where <sup>now</sup> located, subject however, to be changed to other points within said city by order of the second party, upon reasonable notice to the first party.

All additional lights are to be placed by the first party, at its own expense, at such points within said city as may be selected by the second party, provided, however, that any or all said lights may be changed to other points within said city by order of the second party at any time, upon reasonable notice to first party. Each said light shall be of not less than two thousand candle power and shall be kept by first party in good condition and shall give forth a good steady light from dusk until day light of each day. provided, however, that upon the request of the second party, the first party will cause said lights to burn for one hour before dusk and continue to burn until one hour after day light.

If, on account of the failure of water in the canal, from which power is obtained to run the Electric Light Plant, furnishing said lights, or for any other unavoidable reason, the first party shall fail to furnish the said lights to the second party, as herein agreed, then the second party shall not be required to pay for said lights during the time it does not get the service as herein agreed.

If the first party shall negligently or willfully fail to furnish the said lights at any <sup>price for any</sup> ~~time~~ of them as agreed, then the second party shall deduct from the agreed price of each light a proportionate rebate for the time said lights did not burn; and, in addition

thereto, the first party shall pay to the second party a reasonable sum of money, on account of such actual and direct damage as may have been sustained by second party on account of the delay and inconvenience caused by the failure to furnish said lights as agreed; and, also, in addition thereto, this contract may be declared void, by second party, and of no further effect upon second party, by Ordinance duly enacted and setting forth the grounds for such declaration.

And, in addition to said eleven are lights, the first party shall furnish to second party, so long as said eleven are lights are paid for at the prices hereinabove set forth, during the term of this agreement, fifty-two incandescent, sixteen candle power lights, free of charge; and any number of such incandescent, sixteen candle power lights in addition to said fifty-two lights, at the agreed prices of 25 cents for each light per month, placed at points to be designated by second party, within the area covered at the time by the wires of the first party, subject to change of location of any said lights by order of the second party, free of charge to other points within said area, upon reasonable notice to first party.

The second party hereby agrees to take said eleven are lights, and pay therefor the sum of \$103.00 at the end of each month to first party, either in cash or in Lebanon City warrants duly issued by second party to first party, at the end of each month, bearing interest at six per cent per annum from date of issue until paid, for the term of fifteen years, beginning, with, the first day of January, 1909, subject, however, to such rebates as second party may be entitled to under this agreement,

It is agreed that second party may require and first party shall furnish all additional arc lights in excess of said eleven such lights, at \$8.00 a piece a month, payable in like manner, and governed by the same conditions.

It is agreed that first party shall not be required to furnish the second party any lights in addition to those now in use, under this contract until the improvements now being made at its plant have been completed. It is agreed that first party will not cut off the said lights during the time they should burn, except for the purpose of repairing, cleaning out or improving the plant, systems, or canal; and that, so far as it is possible, due and timely notice shall be given the City and public before said lights shall be shut off; and of the probable time during which said lights will be shut off.

It is understood and agreed, that first party shall continue to furnish all necessary lights for the use of the city in the City Hall and Fire Department, as provided in the light Franchise heretofore granted by the second party to J. S. Hughes and now held by first party.

This Contract is signed and sealed with the official seal of the first party by its Vice-President and Secretary, for and in behalf of said first party, by resolution of its Board of Directors duly passed on the 27<sup>th</sup> day of November, 1908.

This Contract is signed and sealed with the official seal of the City of Lebanon by the Mayor and the City Recorder, of said city for and in behalf of said city by

Ordinance number 85 approved by the Mayor on the 1<sup>st</sup> day of December, 1908.

This Agreement has been executed in duplicate this 1 day of December, 1908.

Done in the presence of

J. M. Grandall.  
H. M. Newport.

Seal

Seal

Lebanon Electric Light & Water Co.

By S. P. Bach.

*Vice-President.*

Lebanon Electric Light & Water Co.

By Saml. M. Garland.

*Secretary*

The City of Lebanon

By J. C. Mayer

*Mayor of the City of Lebanon.*

By G. Lovelace.

Recorder of the City of Lebanon.

Section 2

That the Mayor and the Recorder of the said City of Lebanon, be and they are hereby authorized, empowered and directed to enter into and sign for and on behalf of the said city of Lebanon, a contract in writing with Lebanon Electric Light & Water Co., to furnish all water necessary for fire protection and other city purposes for a term of fifteen years which said contract shall be substantially in words and figures as follows, To-wit:-

This Agreement made and entered into, by and between Lebanon Electric Light and Water Co., a Corporation, duly incorporated and doing business under the laws of Oregon. first party, and the City of Lebanon, in Linn County, Oregon. second party, Witnesseth;

That the first party, for the consideration hereinafter expressed, agrees and binds itself, its successors and assigns to furnish to second party a good and sufficient fire service for the term of fifteen years from the first day of January,

1909, more particularly described as follows,  
 To-Wit: Seventeen hydrants as now planted and  
 in use by said city. Shall additional similar  
 hydrants to be planted by first party at such  
 places in said city, within the distance of  
 two blocks from a hydrant already planted  
 or to be planted, as directed by the second  
 party at the agreed consideration of \$2.50  
 a month for each hydrant, making a total  
 charge of \$50.00 a month for all said twenty  
 hydrants, payable at the end of each month  
 in cash or by Lebanon City warrants issued  
 to the first party, and bearing six per cent  
 interest from date of issue, at option of  
 second party.<sup>14</sup>

The second party hereby agrees to take said  
 twenty hydrants and pay therefor the said  
 sum of \$50.00 a month at the end of each  
 month in cash or in Lebanon City Warrants  
 bearing six per cent interest from date of  
 issue for the term of fifteen years from  
 the first day of January, 1909.

It is agreed that the second party may require,  
 and the first party shall furnish, additional  
 like hydrants, in excess of said twenty  
 hydrants at \$1.50 a piece per month, payable  
 as the other hydrants are paid for and located  
 in like manner, during the term of this agreement,<sup>15</sup>  
 in such places as the second party may require.  
 All said hydrants shall be double hydrants  
 of regulation size, each with two openings,  
 to fit a hose of two and one half inches  
 in diameter, and shall be replaced by  
 first party when needed.

The main pipes for supplying water to all  
 said hydrants shall be as follows; not less  
 than six inches in diameter from the pump  
 along Main Street and not less than four  
 inches in diameter on all other streets.  
 All street hydrants shall stand, when

required, the following test, to be made in the presence of the City Council and the Representatives, of the Lebanon Electric Light and Water Co.;

Four streams may be turned on and kept on from four different hydrants at the same time, to be selected by the second party, and not more than two streams from any one four inch main, and not more than one stream from any one hydrant, with the regulation hose not over one hundred feet long, and smooth bore nozzle of not over one inch in diameter; and each and all of said streams shall throw and maintain a steady stream of water to the height of sixty feet perpendicular.

If, on account of the failure of water in the Canal from which power is obtained to run the electric light plant, furnishing said water, or for any unavoidable reason, the first party shall fail to furnish the supply of water in any or all of said hydrants for any length of time, as herein agreed, then the second party shall not be required to pay for any hydrant during the time said hydrant failed to furnish the water as herein required; and if the first party should negligently or wilfully fail to furnish the supply of water, as herein required, then the said first party shall not receive pay for any hydrant during the time the same failed to furnish water as herein required; and in addition thereto, at the option of the second party, expressed by ordinance duly enacted, shall forfeit all rights, claims and privileges under this contract; provided, however, that first party shall not be required to furnish second party any hydrants in addition to those now in use until the improvements now being made at its plant shall have been completed, and that a reasonable time shall always be given to first party in which to furnish such hydrants

as may be ordered.

It is agreed that first party will not cut off the water from said hydrants during the time said water should be on, except for the purposes of repairing, cleaning or improving the plant, system or canal; and that, so far as it is possible, due and timely notice shall be given before said water is shut off and of the probable time during which said water will be shut off.

The second party may at any time during this agreement use water from any or all said hydrants in case of fire,<sup>20</sup> drill practice, street sprinkling or any other City purposes, under the supervision of the proper city official, doing or suffering no unnecessary waste of water.

This Contract is signed and sealed with the official seal of the first party, by its Vice-President and Secretary, for and in behalf of said first party, by resolution of its Board of Directors duly passed on the 27th day of November, 1908.

This Contract is signed and sealed with the Official Seal of the City of Lebanon, by the Mayor and the City Recorder of said City for and in behalf of said city by Ordinance Number 85 approved by the Mayor on the 1st day of December 1908.

This Agreement has been executed in duplicate on this 1<sup>st</sup> day of December, 1908.

Done in the presence of  
S. M. Crandall.

N. M. Newport.

Seal

Seal

Lebanon Electric Light & Water Co

By J. P. Bach.

Vice-President

Lebanon Electric Light & Water Co

By Saml. M. Garland.

Secretary

The City of Lebanon

By J. G. Mayer.  
Mayor of the City of Lebanon

The City of Lebanon

By G. Lovell

Recorder of the City of Lebanon



Section 3.

All Ordinances and parts of Ordinances so far as they conflict with this Ordinance are hereby repealed.

Section 4.

The measures embraced in and provided for by this Ordinance are necessary for the immediate<sup>22</sup> preservation of the peace, health and safety of said City; the said measures are, in fact, emergency measures and should become immediately operative, and this Ordinance should become immediately operative, for the reason that said City of Lebanon is now wholly without fire protection and wholly without means of lighting its streets and has no contract or other means by which it can be provided with either fire protection or the lighting of its streets; and the immediate preservation of the peace, health and safety of its citizens requires that said City be at once provided with said fire protection and said<sup>23</sup> lights, all of which will be secured by the immediate execution of the contracts provided for in this Ordinance.

Section 5.

For the reasons set forth in Section 4 of this Ordinance, this Ordinance shall be and remain in full force and effect from and after its approval by the Mayor, the same having been duly approved by the affirmative vote of three-fourth of all the members elected to the City Council, taken by "Ayes" and "Noes".

Passed by the City Council this 1<sup>st</sup> day of December 1908.  
Approved by the Mayor this 1<sup>st</sup> day of December 1908.

Attest: J. Lee Mayer  
Mayor of the City of Lebanon,<sup>24</sup>

By Lovelle  
Recorder of the City of Lebanon. 2400