

Ord Bill No 7. for 1930

ORDINANCE NO. 407

Duplicate

AN ORDINANCE Authorizing and Directing the Mayor and Recorder of the City of Lebanon to Enter into a Contract with Mountain States Power Company for electric Lighting Service and Other Municipal Purposes for the City of Lebanon for the Term of five Years, and Declaring an Emergency:

THE PEOPLES OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon, Oregon, be and they are hereby authorized and directed to enter into a written contract substantially as hereinafter set out in the name of City of Lebanon, Oregon, with Mountain States Power Company, a Delaware corporation, for additional electric street lighting service and other municipal purposes for the City of Lebanon for a term of five years from the date of the execution thereof, which said written contract shall be executed in duplicate in behalf of the City of Lebanon, Oregon, by the Mayor and attested by the Recorder as soon as possible after this ordinance shall be in force, and shall be dated as the date of its execution and be substantially in words and figures as follows, to-wit:

AGREEMENT, Made and executed in duplicate this 20th day of May, 1930 between the CITY OF LEBANON, A municipal corporation in Linn County, State of Oregon, and hereinafter designated as "the City", and MOUNTAIN STATES POWER COMPANY, a corporation incorporated under the laws of the State of Delaware, and duly authorized to transact business in the State of Oregon and operating in said City of Lebanon under and by virtue of a franchise of said City, hereinafter designated as "The Company",

W I T N E S S E T H :

That the City and the Company mutually agree as follows, the agreements of each being in consideration of the agreements of the other, to-wit:

1. The Company agrees to furnish electric service to the City as hereinafter specified for the term of five years commencing with the

MOUNTAIN STATES POWER CO.

date of the execution of this agreement and terminating upon the expiration of five years from said date, and the City agrees to take said electric lighting service for said term and pay the Company the compensation therefor as hereinafter specified.

2. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn forty-six (46) 32 candle power, 6.6 ampere, series, incandescent street lights at the following approximate locations in the City, to-wit: one at Second and E Street, one at Second and D Street, one at Elmore and Park Street, one at Elmore and Grove Street, one at Elmore and Williams Street, one at A and Grove Street, one at A and Hiatt Street, one at Oak and Grove Street, one at Oak and Williams street, one at Oak and Hiatt Street, one at Park and Maple Street, one at Grant and Third Street, one at Grant and Fourth Street, one at Grant and Fifth Street, one at Grant and Sixth Street, one at Sherman and Seventh Street, one at sherman and Sixth Street, one at Sherman and Fifth Street, one at Sherman and Fourth Street, one at Sherman and Williams Street, one at Sherman and Hiatt Street, one at Sherman and Walnut Street, one at Ash and Fifth Street, one at Ash and Williams Street, on at Ash and Hiatt Street, one at Ash and Cleveland Street, one at Ash and Walnut Street, one at Vine and Fifth Street, one at Vine and Williams Street, one at Vine and Hiatt Street, one at Vine and Cleveland Street, one at Rose and Third Street, one at Rose and Park Street, one at Rose and Williams street, one at Isabella and Park Street, one at Isabella and Williams Street, one at Isabella and Hiatt Street, one at Isabella and Cleveland Street, one at Carolina and Park Street, one at Carolina and Cleveland Street, one at Dodge and Williams Street, one at Dodge and Hiatt Street, one at Grove and O'Neil Street, one at Mary and Second Street, one at Mary and Third Street, one at Second and C Sts.

3. The Company shall furnish the lamp and electric current necessary for lighting each night from dusk until dawn, one sixty (60) candle power, 6.6 ampere, incandescent street light^{at} approximately the intersection of Olive and Third Streets, in the City of Lebanon.

4. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn forty-six (46) 100 candle power, 6.6 ampere series incandescent street lights at the following approximate locations in the City, to-wit: Three at Main Street South of Milton, one at Main and A Street, one at Main and Rose Street, one at Main and Isabella Street, one at Main and Carolina Street, one at Main and Academy Street, one at Main and Wheeler Street, one at Main and Harrison Street, one at Park and Milton Street, one at Franklin Street opposite the residence of George Clem, one at two poles east of Grove Street on Milton Street, one at Southwest corner of High School Grounds, one at Milton and Franklin Street, one at Main and Olive Street, one at Main and Mary Street, one at Second and B Street, one at Second and Grant Street, one at Second and Ash Street, one at Second and Vine Street, one at Second and Rose Street, one at Second and Isabella Street, one at Second and Carolina Street, one at Second and Academy Street, one at Park and Grant Street, one at Park and Sherman Street, one at Park and Ash Street, one at Park and Vine Street, one at Grove and Maple Street, one at Grove and Ash Street, one at Grove and Rose Street, one at Grove and Carolina Street, one at Grove and Dodge Street, one at Grove and Wheeler Street, one at Grant and Williams Street, one at Grant and Cleveland Street,

two at Grant between Cleveland and Walnut Street, one at Grant and Walnut Street, one at Oak and Third Street, one at Oak and Fourth Street, one at Oak and Fifth Street, one at North end of Eaton Street.

5. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn nine 100 candle power 6.6 ampere series incandescent street lights at the following approximate locations in the City, to wit: one at Main and Milton Street, one at Main and Elmore Street, one at Main and Oak Street, one at Main and Wheeler Street, one at Second and Maple Street, one at Grove and Grant Street, one at Grove and Vine Street, one at Grove and Isabella Street, one at Grant and Hiatt Street.

6. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn one 400 candle power 6.6 ampere series incandescent street light at the corner of Third and Tangent Streets in the City and maintain the same at said location as a center suspension street light approximately 30 feet above the surface of the street.

7. All of the foregoing lamps as specified in Paragraphs Nos. 2, 3, 4, 5 and 6 may be either bracket or suspension type of overhead lamps, and the Company agrees within a reasonable time and hereafter to rebuild and reconstruct all bracket and suspension types of lamps now in use and in lieu thereof to install twelve foot bracket equipment, with bowl, refractors, and reflectors, in order to increase the efficiency in illumination of that afforded by types now in use.

8. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn the 110, 32 candle power, 6.6 ampere series incandescent street lights as now placed five lamps each in the 22 cluster lamp columns as now installed and

maintained at the following 22 locations in the City of Lebanon, to-wit: two at Corner of Main and Maple Street, four at corner Main and Grant Street, one at Main Street between Grant and Sherman Penney Store, four at Main and Sherman Street, four at Main and Ash Street, two at main and Vine Street, one at Sherman between Main and Second Street-Cormier Building, two at Sherman and Second Street, two at Sherman and Third Street.

9. It is understood that the City owns the standards bases and glass ware of said 22 lamp columns, specified in Paragraph 8 hereinbefore and the Company owns the lamps and underground cable supplying service thereto and it is understood and agreed that the City may change or relocate at its own cost and expense said lamp columns on that portion of Main Street between the South side of Vine Street and the north side of Maple Street in order to provide for better street illumination along Main Street, and the Company agrees that it will connect with the columns at such new locations with its underground system, said connections to be made at the Company's expense and within a reasonable time after notification by the City that said columns are ready for service. It is further understood and agreed that the City may change said lamp columns so that the same when changed will each be provided with all necessary parts, including glassware, to carry one 250 candle power lamp instead of five 32 candle power lamps as at present, and the Company agrees to install said 250 candle power lamps at its own expense when notified by the City that said changes have been made and the columns are ready for service.

10. The Company shall also furnish the current necessary for use in lighting the city hall, jail and fire department of the City provided the Company shall not be required to furnish current for lighting the city hall other than when it is used for municipal or charitable purposes, the City to furnish the lamps necessary for

the lighting specified in this paragraph.

11. The City agrees to pay the Company for the lighting service hereinbefore specified the sum of \$206.67 per calendar month, commencing with the date of the execution of this agreement.

12. The monthly flat rate stipulated in Paragraph 11 hereinabove, and any increase thereto created by additional installations hereinafter provided for at the rate hereinafter stipulated, shall be subject to and the City allowed the following discounts, to-wit: for the first \$100.00 of monthly gross bill, no discount; for the next \$400.00 or fraction thereof of monthly gross bill, 10% discount; for all over \$500.00 of monthly gross bill, 15% discount.

13. The Company agrees to replace all burnt out or broken lamps within two days after report thereof by the police of the City to the Company and the Company shall pay all charges for lamp renewals except for the city hall, jail and fire department, and shall pay all costs of maintenance of equipment necessary to furnish the lighting service above specified, except it is understood that the City owns the above mentioned 22 cluster lamp columns and the City shall pay for all necessary upkeep and repairs for said columns except necessary lamp renewals; and as a part of the consideration for this agreement the City hereby agrees to assume all liability for damages or claims for damages for personal injury or property damage which may in any manner arise from or be claimed on account of any of said 22 cluster lamp columns and to indemnify the Company and save it harmless against any damages or claims for damages occasioned by any of said cluster lamp columns or their maintenance.

14. The Company agrees to use due diligence to provide an uninterrupted service for the lighting provided for in this agreement but shall not be liable for damages for failure or interruption of service due to high water, fire, strikes, accidents to equipment or unavoidable casualties, but in case of failure to

provide service for more than 24 hours at any one time the City shall be entitled to a pro rate reduction from the agreed price for continuous service.

15. In case the City shall require additional overhead street lamps, the Company agrees to furnish the same as a part of this agreement and subject to all of the provisions thereof, as follows:

32 c.p.	lamps at the rate of \$15.00 per year each								
60 c.p.	" " " " "	18.00	"	"	"				
80 c.p.	" " " " "	20.60	"	"	"				
100 c.p.	" " " " "	22.00	"	"	"				
250 c.p.	" " " " "	30.00	"	"	"				
400 c.p.	" " " " "	40.00	"	"	"				
600 c.p.	" " " " "	66.00	"	"	"				

Raised 15
Reduce 10
Raised 10

The above rates to apply for new locations or substitution of higher candle power lights at present locations; provided, in case additional lights are required by the City requiring new construction work the Company shall be notified and be entitled to reasonable time after notice for the necessary construction work, provided further, the Company shall not be required to locate any additional street lights at any point where the Company does not have a pole line, and such lights shall not be required to be located further than one block apart, provided further, the Company shall not be required to install any additional lights or furnish service therefor during the last six months of the term.

16. It is further understood and agreed that the Company shall not be required during the term to change any of the lights or lamps from the locations where the same are installed at above locations or to change the location of any new lamps installed by request of the City hereunder, without the City paying the necessary cost of making all changes requested.

17. It is understood and agreed that in furnishing the service called for by this agreement the Company will use the wires, poles, equipment and machinery which it now has installed and in operation in the City of Lebanon, together with such additional wiring, poles, equipment and machinery as the Company may find necessary in furnishing the service in this contract provided for, and that none of the lamps specified in this agreement nor any additional street lamps ordered in by the City shall be discontinued by the City during the term of this agreement.

18. It is further agreed between the parties that all bills in connection with this agreement shall be paid monthly by the City by warrant drawn on the general funds of the City on or before the 10th day of the month next following the month for which bills are rendered.

19. In consideration of this agreement the Company agrees to do and perform all of the terms and conditions on its part to be performed as hereinbefore set forth and the City in consideration thereof agrees to do and perform all of the things on its part to be performed and pay the compensation to the Company as hereinbefore set forth.

20. All of the agreements, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the City of Lebanon has caused this Contract to be executed by its Mayor and City Recorder, and the seal of said City affixed, under and by virtue of an ordinance passed by the Council of the Said City on the 20th day of May 1930 and entitled "An Ordinance Authorizing and Directing the Mayor and Recorder of the City of Lebanon to Enter into a Contract with Mountain States Power Company for electric Service and other municipal purposes

for the City of Lebanon for the Term of five Years, and Declaring
and Emergency", and said Company has caused this contract to be
executed by its proper officers and its corporate seal to be
hereunto affixed, the day and year first above written.

CITY OF LEBANON, OREGON

By _____
Mayor

CITY OF LEBANON, OREGON

BY _____
Recorder

MOUNTAIN STATES POWER COMPANY

BY _____
Vice President and General
Manager.

ATTEST:

Assistant Secretary.

Section 2. In as much as the present contract under which said Mountain States Power Company has been furnishing electric lighting for the streets and city hall of Lebanon is about to expire, and it is necessary to make immediate provisions for the lighting provided for in the foregoing contract in order that the City of Lebanon and its inhabitants may have proper and adequate police protection and the inhabitants thereof may use said streets with safety, it is the judgment of the City Council that an emergency exists and that this ordinance is necessary for the immediate preservation of the public peace, health and safety of the people and property of the City of Lebanon, and for the reasons stated in this section of this ordinance it is necessary that this ordinance become immediately operative and in effect and for said reasons an emergency is hereby declared to exist and this ordinance shall take effect and be in full force immediately upon its passage by the City Council and approval by the Mayor.

Passed by the Council this 20th day of May 1930

Approved by the Mayor this 20th day of May 1930

H. L. Starkpatrick
Mayor

Attest:

W. H. Wetman
Recorder of Lebanon, Oregon

Ord Bill # 7-1930

Ord No 407

Authorizing Contract
with West States Power Co
for Electric Lighting
Adopted May 20th 1930

C. H. Wetman
Recorder

05-20-30

225

11050

150

550

1150

6650

Ordinance bill No 7. 1930

ORDINANCE NO. 407.

AN ORDINANCE authorizing and Directing the Mayor and Recorder of the City of Lebanon to Enter into a Contract with Mountain States Power Company for Electric Lighting Service and Other Municipal Purposes for the City of Lebanon for the Term of Five Years, and Declaring an Emergency:

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN
AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon, Oregon, be and they are hereby authorized and directed to enter into a written contract substantially as hereinafter set out in the name of City of Lebanon, Oregon, with Mountain States Power Company, a Delaware Corporation, for additional electric street lighting service and other municipal purposes for the City of Lebanon for a term of five years from the date of the execution thereof, which said written contract shall be executed in duplicate in behalf of the City of Lebanon, Oregon, by the Mayor and attested by the Recorder as soon as possible after this ordinance shall be in force, and shall be dated as the date of its execution and be substantially in words and figures as follows, to-wit:

AGREEMENT, Made and executed in duplicate this 20th day of ~~March~~ ^{May}, 1930, between the CITY OF LEBANON, a municipal corporation in Linn County, State of Oregon, hereinafter designated as "the City", and MOUNTAIN STATES POWER COMPANY, a corporation incorporated under the laws of the State of Delaware, and duly authorized to transact business in the State of Oregon, and operating in said City of Lebanon under and by virtue of a franchise of said City, hereinafter designated as "the Company",

W I T N E S S E T H:

That the City and the Company mutually agree as follows, the agreements of each being in consideration of the agreements of the other, to-wit:

1. The Company agrees to furnish electric service to the City as hereinafter specified for the term of five years commencing with the date of the execution of this agreement and terminating upon the expiration of five years from said date, and the City agrees to take said electric lighting service for said term and pay the Company the compensation therefor as hereinafter specified.

2. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn one hundred and two (102) 100 candle power, 6.6 ampere, series, incandescent street lights at the following approximate locations in the City, to-wit: one at Second and E Street, one at Second and D Street, one at Elmore and Park

Street, one at Elmore and Grove Street, one at Elmore and Williams Street, one at A and Grove Street, one at A and one at Oak and Grove Street, Hiatt Street, one at Oak and Williams Street, one at Oak and Hiatt Street, one at Park and Maple Street, one at Grant and Third Street, one at Grant and Fourth Street, one at Grant and Fifth Street, one at Grant and Sixth Street, one at Sherman and Seventh Street, one at Sherman and Sixth Street, one at Sherman and Fifth Street, one at Sherman and Fourth Street, one at Sherman and Williams Street, one at Sherman and Hiatt Street, one at Sherman and Walnut Street, one at Ash and Fifth Street, one at Ash and Williams Street, one at Ash and Hiatt Street, one at Ash and Cleveland Street, one at Ash and Walnut Street, one at Vine and Fifth Street, one at Vine and Williams Street, one at Vine and Hiatt Street, one at Vine and Cleveland Street, one at Rose and Third Street, one at Rose and Park Street, one at Rose and Williams Street, one at Isabella and Park Street, one at Isabella and Williams Street, one at Isabella and Hiatt Street, one at Isabella and Cleveland Street, one at Carolina and Park Street, one at Carolina and Cleveland Street, one at Dodge and Williams Street, one at Dodge and Hiatt Street, one at Grove and O'Neil Street, one at Mary and Second Street, one at Mary and Third Street, one at 2nd and C Streets, one at the intersection of Oliver and Third Streets, three at Main Street South of Milton, one at Main and A Street, one at Main and Rose Street, one at Main and Isabella Street, one at Main and Carolina Street,

one at Main and Academy Street, one at Main and Wheeler Street, one at Main and Harrison Street, one at Park and Milton Street, one at Franklin Street opposite the residence of George Clem, one at two poles East of Grave Street on Milton Street, one at Southwest corner of High School Grounds, one at Milton and Franklin Street, one at Main and Olive Street, one at Main and Mary Street, one at Second and B Street, one at Second and A Street, one at Second and Oak Street, one at Second and Grant Street, one at Second and Ash Street, one at Second and Vine Street, one at Second and Rose Street, one at Second and Isabella Street, one at Second and Carolina Street, one at Second and Academy Street, one at Park and Grant Street, one at Park and Sherman Street, one at Park and Ash Street, one at Park and Vine Street, one at Grove and Maple Street, one at Grove and Ash Street, one at Grove and Rose Street, one at Grove and Carolina Street, one at Grove and Dodge Street, one at Grove and Wheeler Street, one at Grant and Williams Street, one at Grant and Cleveland Street, two at Grant between Cleveland and Walnut Street, one at Grant and Walnut Street, one at Oak and Third Street, one at Oak and Fourth Street, one at Oak and Fifth Street, one at North end of Eaton Street, one at Main and Milton Street, one at Main and Elmore Street, one at Main and Oak Street, one at Main and Wheeler Street, one at Second and Maple Street, one at Grove and Grant Street, one at Grove and Vine Street, one at Grove and Isabella Street, one at Grant and Hiatt Street.

3. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn one 250 candle power 6.6 ampere series incandescent street light at the corner of Third and Tangent Streets in the City and maintain the same at said location as a center suspension street light approximately 30 feet above the surface of the street.

4. All of the foregoing lamps as specified in paragraphs Nos. 2 and 3 may be either bracket or suspension type of overhead lamps and the Company agrees within a reasonable time and hereafter to rebuilt or reconstruct all bracket and suspension types of lamps now in use and in lieu thereof to install twelve foot bracket equipment, with bowl, refractors, and reflectors in order to increase the efficiency in illumination of that afforded by types now in use.

5. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn the 110, 32 candle power, 6.6 ampere series incandescent street lights as now placed five lamps each in the 32 cluster lamp columns as now installed and maintained at the following 22 locations in the City of Lebanon, to-wit: two at Corner of Main and Maple Street, four at corner of Main and Grant Street, one at Main Street between Grant and Sherman - Penney Store, four at Main and Sherman Street, four at Main and Ash Street, two at Main and Vine Street, one at Sherman between Main and Second Street - Cormier Building, two at Sherman and Second Street, two at Sherman and Third Street.

6. It is understood that the City owns the standards, bases and glass ware of said 22 lamp columns, specified in Paragraphs 5 hereinbefore and the Company owns the lamps and underground cable supplying service thereto and it is understood and agreed that the City may change or relocate at its own cost and expense said lamp columns on that portion of Main Street between the South side of Vine Street and the North side of Maple Street in order to provide for better street illumination along Main Street, and the Company agrees that it will connect with the columns at such new locations with its underground system, said connections to be made at the Company's expense and within a reasonable time after notification by the City that said columns are ready for service. It is further understood and agreed that the City may change said lamp columns so that the same when changed will each be provided with all necessary parts, including glassware, to carry one 250 candle power lamp instead of five 32 candle power lamps as at present, and the Company agrees to install said 250 candle power lamps at its own expense when notified by the City that said changes have been made and the columns are ready for service.

7. The Company shall also furnish the current necessary for use in lighting the city hall, jail and fire department of the City provided the Company shall not be required to furnish current for lighting the city hall other than when it is used for municipal or charitable purposes,

the City to furnish the lamps necessary for the lighting specified in this paragraph.

8. The City agrees to pay the Company for the lighting service hereinbefore specified the sum of \$225.16 per calendar month, commencing with the date of the execution of this agreement.

9. The monthly flat rate stipulated in paragraph 8 hereinabove, and any increase thereto created by additional installations hereinafter provided for at the rate hereinafter stipulated, shall be subject to and the City allowed the following discounts to-wit:

For the first \$100.00 of monthly gross bill, no discount;
For the next \$400.00 or any part thereof monthly gross bill, 10% discount;
For all over \$500.00 of monthly gross bill, 15% discount.

10. The Company agrees to replace all burned out or broken lamps within two days after report thereof by the police of the City to the Company and the Company shall pay all charges for lamp renewals except for the city hall, jail and fire department, and shall pay all costs of maintenance of equipment necessary to furnish the lighting service above specified, except it is understood that the City owns the above mentioned 22 cluster lamp columns and the City shall pay for all necessary upkeep and repairs for said columns, except necessary lamp renewals; and as a part of the consideration for this agreement the City hereby agrees to assume all liability for damages or claims for damages for personal injury or property damage which may in any manner arise from

or be claimed on account of any of said 22 cluster lamp columns and to indemnify the Company and save it harmless against any damages or claims for damages occasioned by any of said cluster lamp columns or their maintenance.

11. The Company agrees to use due diligence to provide an uninterrupted service for the lighting provided for in this agreement but shall not be liable for damages for failure or interruption of service due to high water, fire strikes, accidents to equipment or unavoidable casualties; but in case of failure to provide service for more than 24 hours at any one time the City shall be entitled to a pro rata reduction from the agreed price for continuous service.

12. In case the City shall require additional overhead street lamps, the Company agrees to furnish the same as a part of this agreement and subject to all of the provisions thereof, as follows:

32 c.p. lamps	at the rate of	\$17.00	per year	each				
60 c.p.	" " " "	\$18.00	" "	" "				
80 c.p.	" " " "	\$20.50	" "	" "				
100 c.p.	" " " "	\$22.00	" "	" "				
250 c.p.	" " " "	\$40.00	" "	" "				
400 c.p.	" " " "	\$52.00	" "	" "				
600 c.p.	" " " "	\$66.00	" "	" "				

The above rates to apply for new locations or substitution of higher candle power lights at present locations; provided, in case additional lights are required by the City requiring new construction work the Company shall be notified and be entitled to reasonable time after notice for the necessary construction work, provided further, the Company shall not be re-

quired to install any additional lights or furnish service therefor during the last six months of the term.

13. It is further understood and agreed that the Company shall not be required during the term to change any of the lights or lamps from the locations where the same are installed at above locations or to change the location of any new lamps installed by request of the City hereunder, without the City paying the necessary cost of making all changes requested.

14. It is understood and agreed that in furnishing the service called for by this agreement the Company will use the wires, poles, equipment and machinery which it now has installed and in operation in the City of Lebanon, together with such additional wiring, poles, equipment and machinery as the Company may find necessary in furnishing the service in this contract provided for, and that none of the lamps specified in this agreement nor any additional street lamps ordered in by the City shall be discontinued by the City during the term of this agreement.

15. In case the Company shall in any construction, repair or other work, make any excavation or cut in any of the streets or alleys of the City, the Company shall promptly refill the same and shall restore said street or alley to its former condition within thirty days.

16. It is further agreed between the parties that all bills in connection with this agreement shall be paid monthly by the City by warrant drawn on the general funds of the City on or before the 10th day of the month next following the month for which bills are rendered.

17. In consideration of this agreement the Company agrees to do and perform all of the terms and conditions on its part to be performed as hereinbefore set forth and the City in consideration thereof agrees to do and perform all of the things on its part to be performed and pay the compensation to the Company as hereinbefore set forth.

18. All of the agreements, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the City of Lebanon has caused this contract to be executed by its Mayor and City Recorder, and the seal of said City affixed, under and by virtue of an ordinance passed by the Council of said City on the 20th day of May, 1930, and entitled "An Ordinance Authorizing and Directing the Mayor and Recorder of the City of Lebanon to Enter into a Contract with Mountain States Power Company for electric lighting service and other municipal purposes for the City of Lebanon for the Term of Five Years, and Declaring an Emergency", and said Company has caused this contract to be executed by its proper officers and its corporate seal to be hereunto affixed, the day and year first above written.

CITY OF LEBANON, OREGON

By _____ Mayor.

CITY OF LEBANON, OREGON

By _____ Recorder.

MOUNTAIN STATES POWER COMPANY,

By _____
Vice President and General
Manager.


Attest:

Assistant Secretary.

Section 2. In as much as the present contract under which said Mountain States Power Company has been furnishing electric lighting for the streets and city hall of Lebanon is about to expire, and it is necessary to make immediate provisions for the lighting provided for in the foregoing contract in order that the City of Lebanon and its inhabitants may have proper and adequate police protection and the inhabitants thereof may use said streets with safety, it is the judgment of the City Council that an emergency exists and that this ordinance is necessary for the immediate preservation of the public peace, health and safety of the people and property of the City of Lebanon, and for the reasons stated in this section of this ordinance it is necessary that this ordinance become immediately operative and in effect and for said reasons an emergency is hereby declared to exist and this ordinance shall take effect and be in full force immediately upon its passage by the City Council and approval by the Mayor.

Passed by the Council this 20th day of May, 1930.

Approved by the Mayor this 20th day of May, 1930.



Mayor.

Attest:



Recorder of Lebanon, Oregon.