

ORDINANCE # 63.

An Ordinance empowering and authorizing the President of the Council and the Recorder of the Town of Sherwood, Oregon, to execute a contract with the Tualatin Valley Electric Company an Oregon corporation, its successors or assigns, for the purchase of electric current for lighting or other purposes for the period of ten years.

THE PEOPLE OF THE TOWN OF SHERWOOD DO ORDAIN AS FOLLOWS:

Section 1. That the President of the Council and the Town Recorder of the Town of Sherwood be and they are hereby authorized empowered and directed to enter into, sign, and execute for and on behalf of the Said Town of Sherwood, a written contract of words and figures as follows, to-wit:

This agreement, Made and entered into this 4th day of April 1913. by and between the Town of Sherwood , a municipal corporation of the State of Oregon, hereinafter referred to and designated as the party of the first part, and the "Tualatin Valley Electric Company", of Sherwood, Washington County, Oregon, hereinafter referred to and designated as the party of the second part.

WITNESSETH:

WHEREAS it is necessary that provision be made for suitable lighting facilities for the Town of Sherwood, Washington County, Oregon, and whereas said party of the first part desires to contract for the term of ten years (10) for the purchase of electric current for lighting or other purposes for said Town,

AND WHEREAS said party of the second part is desirous of selling electric current for lighting and other purposes to said party of the first part for the said part for the siad period of then years,

NOW? THEREFORE in consideration of the premises and in consideration of the premises and covenants hereinafter set out to be performed by each of the parties hereto, it is hereby expressly undersyood and agreed by and between the said parties hereto, as follows, to wit:

First: Said party of the second part hereby agrees to furnish and supply for the period of ten (10) years from and after April 4th 1913, electric current for lighting and other purposes, to the said party of the first part, at the prices, in the quantities and under the conditions following:

(a) 20 multiple Tungsten lamps of 100 Watts each, or the equivalent thereof, for the sum of Thirty (\$30.00) Per month, payable monthly, but not in advance, on the first of each month; said lamps to burn from dusk to midnight each night.

(b) Additional current shall be furnished in any quantity or amount requested by said party of the first part, at the rate of \$1.25 per month for each 100 Watt multiple Tungsten lamp, or the equivalent thereof, burned from dusk until midnight each night.

(c) If lamps of other capacity than above stated are used by said party of the first part, then the charge and cost for and of said current shall be in proportion to the number of Watts, and at the rate of one and one-fourth cents (\$.01 1/4) per Watt, from dusk until midnight.

(d) Said party of the second part shall furnish all current that maybe requested by said party of the first part after the hour of midnight, and for such current as may be furnished after said hour of midnight, the charge therefore shall be eight cents (\$.08) per kilowatt hour.

SECOND: Said party of the second part agrees to furnish and keep the voltage of all electrical current purchased under this contract at such voltage as will give and afford a good commercial light in each and every lamp used by said party of the first part, and to ~~xxx~~ at all times furnish as much electrical current as the said party of the first part may request or require.

THIRD: Said party of the first part hereby expressly agrees to purchase electrical current for not less than 20 multiple Tungsten lamps, of 100 Watts each, or the equivalent thereof, for the period of ten (10) years from and after April 4th 1913, and to pay therefor the total sum of \$30 per month, payable monthly on the first day of each month; said lamps to burn from dusk until midnight each night. Said party of the first part

hereby further expressly agrees to pay for any additional current used for street lighting purposes the amounts herein before set out, in accordance with the conditions herein before mentioned, and it is expressly agreed and understood that the prices herein mentioned shall apply only to current used for street lighting purposes.

FOURTH: Said party of the first part agrees to purchase all of the electrical current used or to be used by it for street lighting or other purposes during said period of ten years, from said party of the second part. Said party of the first part further expressly agrees to buy and purchase no electrical current for lighting or other purposes from any other person, firm or corporation, during said period of ten (10) years, other than from the said party of the second part.

FIFTH: This Agreement shall take effect and be considered in force from and after the fourth day of April 1913.

IN WITNESS WHEREOF the party of the first part has caused this agreement to be executed in duplicate by the President of its Council, and by the Town Recorder, thereunto duly authorized; and the party of the second part has hereunto set his hand and seal to duplicates hereof, this fourth day of April 1913.

TOWN OF SHERWOOD

Executed in the presence of

&&

By \_\_\_\_\_  
President of the Council.

TOWN OF SHERWOOD

By \_\_\_\_\_  
Town Recorder.  
Tualitin Valley Electric Company

Passed by the Council  
April 4th, 1913.  
Approved April 4th 1913.

\_\_\_\_\_  
President.

\_\_\_\_\_  
Secretary.

By \_\_\_\_\_  
President of the Council.