

ORDINANCE BILL NO. 7 for 1960

ORDINANCE NO. 363

AN ORDINANCE authorizing and directing the execution and delivery in the name and on behalf of the City of Sweet Home, Oregon, of a contract with Pacific Power & Light Company, a corporation, providing for the furnishing by said Pacific Power & Light 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 ten (10) 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 Sweet Home does ordain as follows:

Section 1. That the City of Sweet Home make and enter into a contract with Pacific Power and Light Company, a corporation, providing for the furnishing by said Pacific Power & Light Company to the City of Sweet Home of electric lighting service for lighting the streets, highways and public places within the corporate limits of the City of Sweet Home, for the period of ten (10) years from and after the effective date of this ordinance, which contract shall be approved by the Mayor, sealed with the corporate seal of the City and attested by the Recorder of the City of Sweet Home, and shall be in words and figures as follows:

Contract for Overhead Circuit Street Lighting Service
From Fixtures Attached to Wood Poles

THIS CONTRACT made and entered into this _____ day of _____, 1960, by and between the CITY OF SWEET HOME, a municipal corporation of the State of Oregon, hereinafter designated as "City", and PACIFIC POWER & LIGHT COMPANY, a corporation, hereinafter designated as "Company", WITNESSETH:

WHEREAS, the execution of this contract by the City of Sweet Home has been duly authorized by Ordinance No. 363 of the City of Sweet Home, approved by the Mayor on October 11, 1960, and Company has accepted the undertakings, terms, and conditions hereinafter in this contract set forth;

NOW, THEREFORE, City and Company do hereby mutually agree as follows:

1. Company shall furnish to City and City shall take and pay for, in accordance with the terms and provisions hereof, all incandescent and mercury vapor street lighting service which City may require for lighting the streets, highways, and other public places within said City for a term of ten (10) years beginning November 1, 1960, and ending November 1, 1970, and from year to year thereafter unless and until this contract shall be terminated by either party at the end of said term or of any succeeding contract year by written notice thereof given to the other party at least thirty (30) days prior to the end of said term or of such year.

2. The service to be furnished hereunder and taken and paid for by City shall initially be furnished by the presently existing system consisting of 118 - 4,000 lumen, 1 - 6,000 lumen incandescent street lights, and 50 - 16,000 lumen mercury vapor street lights, all equipped with suitable luminaires and mounted on wood poles. Beginning as soon as practicable after the date hereof, Company will install 23 - 4,000 lumen incandescent and 4 - 16,000 lumen mercury vapor street lights and will remove 21 - 4,000 lumen presently installed, all in accordance with the plan for street lighting modernization requested by City. The resultant system, when all additions and removals are completed, shall consist of 120 - 4,000 lumen, 1 - 6,000 lumen incandescent street lights; and 54 - 16,000 lumen mercury vapor street lights, all equipped with suitable luminaires and mounted on wood poles of the Company's distribution system at the locations shown on Exhibit A attached hereto and made a part hereof.

3. For the street lighting service to be furnished by Company, as hereinafore provided, City will, except as modified herein, pay Company in accordance with the following schedule of rates:

For All Overhead Circuit Street
Lighting Service to be Supplied from Fixtures Attached
to Wood Poles Owned by the Company

<u>Lamp Rating in Lumens</u>	<u>Rate Per Month Per Lamp</u>	<u>Number of Street Lights</u>
4,000 Incandescent on distribution Wood Poles	\$2.50	120
6,000 Incandescent on distribution Wood Poles	3.50	1
16,000 Mercury Vapor on distribution Wood Poles	4.25	43
16,000 Mercury Vapor on turned Wood Poles Mercury Vapor on distribution Wood Poles	5.00	1
16,000 Mercury Vapor on turned Wood Poles	6.25	8
16,000 Mercury Vapor on turned Wood Poles	6.25	2

The above rates are based on the use for street lighting purposes of wood poles bearing other distribution circuits of Company. In addition to the rates specified above, a monthly charge, presently \$1.00 per pole, will be made by Company for each wood pole which Company is hereafter required to install, own, and maintain for the purpose of supporting street lighting fixtures or street lighting circuits, and which Company would not otherwise install. A similar charge will be made for each wood pole owned by others on which Company rents space to install and maintain street lighting fixtures or circuits. When the new street lights specified in Paragraph 2 hereof are all installed, one pole installed solely for street lighting purposes will be subject to the charge specified herein. Any such pole charge to City will be discontinued in the event any such pole is used by Company for electric distribution uses other than for street lighting purposes hereinbefore mentioned.

Company's rates and charges for street lighting service are, and at all times shall be, subject to the lawful orders and regulations of the Public Utility Commissioner of the State of Oregon or any other governmental authority having jurisdiction thereof, and Company's rates for street lighting service hereunder are subject to change from time to time by superseding schedules or by lawful order of said regulatory authority.

4. Company at all times hereunder, except when prevented by accident or other cause beyond its reasonable control, will 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 of the street lighting services provided for hereunder, and will promptly replace all such lights or lamps which shall have burned out or ceased to function.

5. Payment for service furnished each month under this contract shall be made by City to Company at Company's office in Sweet Home, Oregon within ten (10) days after receipt of bill for the service furnished during such month.

6. Company, upon receipt of written order from City, and subject to availability of manpower and required materials and equipment, will install on distribution wood poles and serve by overhead circuits at the new locations specified in such orders, such incandescent filament type and/or mercury vapor type lamps of any of the standard lumen ratings mentioned in Section 3 hereof as City may from time to time direct. Such lights will be installed, owned, operated and maintained by Company at such rates as are proper, based upon the cost of labor and materials at the time such additional lamps are installed.

7. Company, at any time upon receipt of written order from City, will discontinue the operation of any light or lamp then in service hereunder as may be specified in such order; and no further payment shall be required of City in respect of the operation of any such light or lamp after Company's receipt of such order of discontinuance; provided, however, that none of the mercury vapor street lights may be so discontinued at any time during the period of five (5) years immediately following its installation.

8. Each order for a change in the lighting service to be furnished by Company hereunder, as provided in the foregoing Sections 6 and 7 hereof, shall be executed in duplicate, substantially in the form indicated on the attached Exhibit B hereof, and shall be signed by the Mayor or by the Recorder. Company, upon receipt of the duplicate of any such order, shall endorse thereon the date of its receipt over the signature of Company's authorized representative, and shall return to City one counterpart of such order so endorsed. When and as any change specified in such order shall have been completed, Company shall report the fact to City in writing, identifying the work with the particular order of City directing such change and showing the date of such completion.

9. All previous contracts, either written or oral, between the parties hereto having reference to the furnishing of street lighting service by Company are hereby terminated as of the effective date hereof.

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 Council of the City of Sweet Home 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 Sweet Home 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 Sweet Home, and the City Recorder 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 Council this 11th day of October, 1960.

Approved by the Mayor this 11th day of October, 1960.

William J. Parry
Mayor of the City of Sweet Home

Dated this 11th day of October, 1960.

ROY JAMES
City Manager of the City of Sweet Home

STATE OF R
STATE OF OREGON }
COUNTY OF LINN }

ss.

I, Roy Eames, hereby certify that I am the duly appointed Secretary of the City of Sweet Home, Linn County, Oregon, and I further certify that the attached copy of Ordinance No. 363 is a full, true and correct copy of the original Ordinance No. 363, which was read for the first time at the regular meeting of the Council on the 13th day of September, 1960 and was read for the second time at the regular meeting of the Council on the 27th day of September, 1960, and which was read for the third time and duly passed and approved by the Council at the regular meeting of the Council on the 11th day of October, 1960, and was signed by the Mayor on the 11th day of October, 1960, the title of said Ordinance being as follows:

"An Ordinance authorizing and directing the execution and delivery in the name and on behalf of the City of Sweet Home, 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 ten (10) 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."

I further certify that on the 25th day of October, 1960, I duly posted three full, true and correct copies of said Ordinance No. 363 in three public places within the corporate limits of said City of Sweet Home, to wit:

One such copy at Bulletin Board -- City Hall.

One such copy at Bulletin Board -- New Era.

One such copy at Power pole -- 12th Avenue and M Street.

I further certify that the attached copy of said Ordinance has been properly approved and signed by the Mayor of the City of Sweet Home, and endorsed by the Manager of the City of Sweet Home.

Witness my hand and the Seal of the City of Sweet Home this 25th day of October, 1960.

Roy Eames
Recorder of the City of Sweet Home, Oregon

(Form of order for changes in overhead
circuit street lighting service)

Pacific Power & Light Company
Sweet Home, 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 _____, 1960,
namely:

Under Section ~~6~~ of contract, install additional incandescent
filament type lamps of the lumen rating(s) and at the
location(s) specified below:

Under Section 6 of contract, install additional _____
lumen _____ lamps at the locations specified
below:

It is understood that the standard monthly rates for these
types and sizes of street lights newly installed at this time are:

Under Section 7 of contract, discontinue operation of the
lamp(s) now in service at the location(s) specified below:

Executed in duplicate _____, 196__.

CITY OF SWEET HOME

By

Mayor or Recorder
City of Sweet Home

Received this _____ day of _____, 196__.

PACIFIC POWER & LIGHT COMPANY

By

District Manager

EXHIBIT B