

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND RECORDER OF SWEET HOME, OREGON, TO ENTER INTO A CONTRACT WITH MOUNTAIN STATES POWER COMPANY FOR ELECTRIC STREET LIGHTING FOR SWEET HOME FOR A TERM OF FIVE YEARS, COMMENCING WITH THE FIRST DAY OF THE NEXT MONTH FOLLOWING THE DAY ENERGY IS FIRST DELIVERED UNDER SAID CONTRACT, AND DECLARING AN EMERGENCY:

THE PEOPLE OF SWEET HOME DO ORDAIN, AS FOLLOWS:

Section 1. That the Mayor and Recorder of Sweet Home, Oregon, be and they are hereby authorized, directed and empowered to enter into a written contract hereinafter set out, in the name of Sweet Home, Oregon, with the Mountain States Power Company, a Delaware corporation, for electric street lighting and other service for Sweet Home for the term of five years commencing with the first day of the next month following the day energy is first delivered under said contract, and which said written contract shall be executed in duplicate in behalf of Sweet Home, Oregon, by the Mayor and Recorder, and the seal of said city affixed thereto, immediately upon this ordinance being in effect, and which said contract shall be dated as of the date of its execution and be substantially in words and figures, as follows, to-wit:

MEMORANDUM OF AGREEMENT, Made and dated Nov 13

1928, between SWEET HOME, a municipal corporation of the State of Oregon, situated in Linn County, State of Oregon, hereinafter designated as the "City", and MOUNTAIN STATES POWER COMPANY, a corporation organized and existing under the laws of the State of Delaware and duly authorized to transact business in the State of Oregon and operating in said Sweet Home under and by virtue of a franchise of said city, hereinafter designated as the "Company".

WHEREIN THE CITY AND THE COMPANY MUTUALLY AGREE AS

FOLLOWS:

(1) The Company agrees to furnish and to serve electric energy to the City for the City's street lighting system and other public purposes, for the consideration, term and subject to the stipulations and agreements hereinafter expressed, and the City agrees to take said electric energy and service from the Company for said term and to pay said consideration therefor, subject to said stipulations and agreements.

(2) At each of the following six (6) locations on existing distribution poles on Long Street in Sweet Home, to-wit:

On nearest pole at Market Road,
On nearest pole at Ames Creek Bridge
On nearest pole at Malone's Barber Shop,
On nearest pole at Farmers' Union Store,
On nearest pole at Gymnasium,
On pole at corner of Long and Oak Streets

The Company shall install, maintain and renew at its own cost and expense one 40 Watt, 110 Volt, Multiple, Incandescent Electric Street Lamp, bracket type, complete with hood and reflector, the bracket for suspension of each lamp to extend not to exceed four (4) feet from pole to be hung not lower than 17 feet from the street level at point of suspension.

(3) The Company agrees to furnish electric energy, lamp renewals and service as stipulated in paragraph (2) hereinabove at and for the flat rate of Ninety and no/100 Dollars (\$90.00) per year, payable monthly in 12 equal payments, which sum the City agrees to pay the Company for said lighting service aforesaid promptly each and every month of the term, and during the month next succeeding the month in which said service was furnished.

(4) In the event the City desires additional street lamps at other locations within the city limits, the Company will install the same within a reasonable time after notice, and thereafter maintain the same, subject to the following conditions, provisions and additional compensation, to-wit:

(a) None of such additional lamps shall be located at a point where an extension of the company's lines to serve the same will be required in excess of 500 feet from the then existing distribution system of the company.

(5) If any of such additional street lamps shall be placed and installed under Paragraph (4) hereof and electric energy furnished therefor, the City agrees to pay the Company for such additional lamps, as follows:

For each 40 watt,	110 Volt Lamp,	\$15.00	per year,
For each 60	" "	18.00	" "
For each 100	" "	22.00	" "
For each 200	" "	42.00	" "

The above rates to apply for any new locations or substitutions of greater wattage lights at any of the locations designated in Paragraph (2), and the charges therefor shall be paid promptly by the City to the Company each month at the time of the monthly bill stipulated in paragraph (5) hereof to be paid.

(6) It is understood and agreed that in maintaining the street light system and in furnishing the service

called for by this agreement the Company may use the wires, poles, equipment and machinery it now has installed and in operation in Sweet Home, together with such additional wires, poles, equipment and machinery as the Company may find necessary in maintaining said system and furnishing the service in this agreement provided for.

(7) None of the street lamps hereinabove specified and provided for, nor any additional street lamps, ordered in by the City and installed hereunder shall be discontinued or ordered taken out by the City during the term of this agreement, nor the locations thereof required to be changed by the City without the City paying the Company the reasonable expense of making any such changes, nor shall the Company be required to install any additional street lamps hereunder within the last six months of the term of this contract.

(8) The Company does not guarantee continuous and uninterrupted service under the terms of this agreement, and under no circumstances shall the Company be held liable to or held responsible by the City on account of interruption to service caused by accident, damage to plant or equipment, or on account of circumstances beyond the control of the Company, nor in any event for consequential damages; however, the Company does agree to use due diligence to maintain good and uninterrupted service from dusk until dawn each and every night of the term hereof, but the Company shall not be required to renew defective lamps oftener than twice each week.

(9) All bills in connection with this agreement shall be paid monthly by a valid warrant of the City, and if the City shall default in any of said payments for thirty days, or shall make default in the performance of any other covenant hereunder, the Company may at any time during the continuance of such default, without notice and without liabil-

ity therefor, discontinue service to the City hereunder until such default is cured, but such discontinuance shall not lessen or change the City's obligation or effect the amount which shall become due and payable hereunder. During any such default, and after thirty days notice, the Company, may, at its option, terminate its obligations hereunder. Nothing herein contained, however, shall impair any other remedy which the City might have at law or in equity for any breach of this contract by the City.

(10) This agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(11) Unless sooner terminated as herein elsewhere provided, this agreement shall be and remain in full force and effect for the full term of five years from and after the first day of the next month following the day electric energy is first delivered by the Company under this agreement.

IN WITNESS WHEREOF, SWEET HOME, OREGON, has caused this agreement to be executed by its Mayor and Recorder and its official seal hereto affixed, under and by virtue of an ordinance passed by the Council of said City on the 13 day of November, 1928, and entitled "An Ordinance authorizing and directing the Mayor and Recorder of Sweet Home, Oregon, to enter into a contract with Mountain States Power Company for electric Street Lighting for Sweet Home for a term of five years, commencing with the first day of the next month following the day energy is first delivered under said contract, and declaring an emergency", and the said Company has caused this agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed,

all in duplicate, the day and year first hereinabove
written.

SWEET HOME, OREGON
By *Frank H. Schall*
Mayor,

SWEET HOME, OREGON,
By *Carl Watkins*
Recorder.

MOUNTAIN STATES POWER COMPANY,
By *A. M. Brewer*
Vice-President & General Manager

MOUNTAIN STATES POWER COMPANY,
By *B. S. ...*
Assistant Secretary.


Section 2. Inasmuch as there is no system for lighting the streets of Sweet Home, and the same are wholly without adequate lighting, and it is necessary to make immediate provisions for the lighting provided for in the foregoing contract in order that Sweet Home and its inhabitants may use said streets with safety and in order to more adequately protect the property of the citizens thereof, it is the judgment of the City Council that an emergency exists and that this Ordinance is necessary for the immediate preservation of public peace, health and safety of the people and property of Sweet Home 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 will 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 13 day of November, 1928.

Approved by the Mayor this 13 day of November, 1928.


May 70.

ATTEST:


Recorder of Sweet Home, Oregon.