

ORDINANCE NO. 1235

AN ORDINANCE authorizing and directing the Mayor and Recorder of the City of Albany to enter into a contract with Mountain States Power Company for supplying electric energy for lighting the bridge across the Willamette River at Ellsworth Street in the City of Albany for the term beginning December 1, 1926 and ending December 30, 1927, and declaring an emergency.

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

Section 1. That the Mayor and Recorder of the City of Albany, Oregon, be, and they are, hereby authorized and directed to enter into a written contract substantially as hereinafter set out in the name of the City of Albany, Oregon, with Mountain States Power Company, a Delaware Corporation, for lighting the bridge across the Willamette River at Ellsworth Street in the City of Albany, for the term from December 1, 1926, to December 30, 1927, inclusive, which said written contract shall be executed in duplicate in behalf of the City of Albany, 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, dated, and entered into, in duplicate, this 12-7 day of November, 1926, by and between the CITY OF ALBANY, in Linn County, Oregon, a municipal corporation, of the State of Oregon, hereinafter designated as the City, and MOUNTAIN STATES POWER COMPANY, a corporation incorporated and existing under the laws of the State of Delaware, and duly authorized to transact business in the State of Oregon and within said City of Albany, hereinafter designated as the Company,

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Company agrees to furnish the electric energy necessary to light from dusk until dawn of each night throughout the term of this agreement 300 watt multiple 110 volt incandescent electric lamps, one each to be installed in the eighteen receptacles as now installed on the bridge crossing the Willamette River at Ellsworth Street, in the City of Albany, Oregon, for the term, at the price and subject to the agreement hereinafter contained.

2. It is understood that said bridge is wired with cables and conduits sufficient to carry electric energy for said lamps, and that the Company will make delivery of the electric energy herein provided for at the terminal of said cables at the south or Ellsworth end of said bridge, and that the Company will furnish such service from its present wires and equipment and will provide the necessary transformers and other equipment necessary to make delivery at said terminals of the character of energy herein provided for.

3. The City agrees to furnish the 300 watt multiple lamps necessary for the lighting herein provided for and during the term hereof to furnish all renewals required, and maintain in good operating condition all of the cables, wires and equipment on said bridge used in distributing the energy for said lamps thereon. It is understood however, that the Company will furnish said lamps in the first instance, at cost to the Company and the City would pay the Company therefor upon demand, and in case renewals of lamps are necessary, or any repair work, replacements or other work necessary to maintain the cables, wires and equipment on said bridge in a good condition so as to efficiently carry the electric energy herein provided for, the Company shall supply such renewals and do all such replacements and repair work, and supply the necessary materials therefor, and the City agrees to pay the Company for all such renewals, replacements, repair work, materials and necessary labor at the actual cost thereof to the Company, same to be payable on demand.

The intent of this agreement is that the Company shall not be responsible for the maintenance or upkeep of any lamps or equipment on the bridge beyond the Company's terminals used in delivering energy, and that the City shall be responsible therefor, with the understanding that in order to insure prompt service the Company shall go ahead and furnish the necessary renewals and materials and labor necessary for repairs and shall be reimbursed by the City for the necessary costs thereof.

4. 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 by the City on account of interruptions to service caused by accidents, damage to plants 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, and should there be any failure of service or any of said lights to burn through the fault of the Company or its failure to supply energy the City shall be allowed a pro rate reduction on the monthly charge hereinafter stipulated.

5. It is agreed that said lamps shall be placed in the receptacles now upon said bridge, and that the Company shall not be required to change the location of any lamps without the City paying the Company the expense and cost of such change.

6. The term of this agreement shall be for period beginning December 1, 1926 and continuing until and including December 30, 1927, and the City agrees to pay the Company \$30.00 per calendar month for the energy necessary to illuminate said eighteen 300 watt multiple lamps. The payments to be made hereunder shall be paid monthly on or before the 10th day of each month following the month of service, and by valid warrants of the City in favor of the Company in favor of the Company and the City shall each year in due time provide its budget with the necessary funds to pay the charges agreed upon in this contract

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from year to year for the entire term.

7. This contract shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in the name of the City of Albany by its Mayor and duly attested by the Recorder of said City under and by virtue of an ordinance passed by the Council of the City on the 10th day of November, 1926, and entitled: "An ordinance authorizing and directing the Mayor and Recorder of the City of Albany to enter into a contract with Mountain States Power Company for supplying electric energy for lighting the bridge across the Willamette River at Kilsworth Street in the City of Albany for the term beginning Dec. 1, 1926 and ending Dec. 30, 1927 and declaring an emergency, and the 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.

Attest:  
F.P. Nutting,  
Recorder of the City of Albany.

CITY OF ALBANY, OREGON,  
By J.H. Robnett Mayor,

MOUNTAIN STATES POWER COMPANY,  
By Z.K. Merrill

Attest:  
C.C. Close,  
Accountant.

Section 2. In as much as said bridge across the Willamette River is at present without lights, and it is necessary to make immediate provisions for the lighting provided for in the foregoing contract in order that the City of Albany and its inhabitants thereof may use said bridge 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 Albany, and for the reasons stated in this section of this ordinance it is necessary that this ordinance become immediately operative and 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.

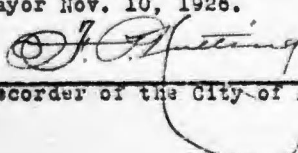
Passed by the Council this 10th day of Nov., 1926.  
Approved by the Mayor this 10th day of Nov., 1926.

ATTEST:--  
F.P. Nutting,  
Recorder of Albany, Oregon.

J. H. ROBNETT,  
Mayor

STATE OF OREGON,  
County of Linn, ss.

I, F.P. Nutting, Recorder of the City of Albany, Linn County, Oregon, do hereby certify that the foregoing and annexed copy of Ordinance No. 1235 has been by me carefully compared with the original ordinance Bill No. 1335, now on file in my office, and that it is a true and correct copy of all of said Ordinance Bill No. 1335, passed by the Council November 10, 1926, and approved by the Mayor Nov. 10, 1926.

  
Recorder of the City of Albany, Oregon.