

# ORDINANCE NO. 1326

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 WATER SERVICE FOR THE CITY OF ALBANY FOR THE TERM OF FIVE YEARS 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, directed and empowered to enter into a written contract hereinafter set out, in the name of the City of Albany, Oregon, with the Mountain States Power Company, a Delaware corporation, for water service for the City of Albany for the term of five years, which said written contract shall be executed in duplicate in behalf of the City of Albany, 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:

AGREEMENT Made and executed, in duplicate, this \_\_\_\_\_ day of October, 1935, between the CITY OF ALBANY, Oregon, a municipal corporation in Linn County, State of Oregon, hereinafter designated as the "City", and MOUNTAIN STATES POWER COMPANY, a corporation organized and existing under and by virtue of the laws of the state of Delaware and duly authorized to transact business in the State of Oregon and operating in said city under and by virtue of a franchise of said city, hereinafter designated as the "Company"

### WITNESSETH:

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 water service to the City as hereinafter specified for a 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 water service for said term and pay the Company the compensation therefor as hereinafter specified.
2. The Company agrees to maintain and supply water for the eighty-eight (88) fire hydrants and eleven (11) fire cisterns as now installed in the City of Albany at the following locations, to-wit:

### FILE HYDRANTS

- |  |   |
|--|---|
| Front and Main Streets                                 | 4th and Lyon Streets                            |
| Front and Pine Streets                                 | 4th and Railroad Streets                        |
| Water and Ferry Streets <i>Water Thornton</i>          | 4th and Jefferson Streets                       |
| Water and Lyon Streets                                 | 4th and Main Streets                            |
| Water and Jefferson Streets                            | 5th and Walnut Streets                          |
| <del>Water and Hill Streets</del> <i>Water Madison</i> | 5th and Calapocia Streets                       |
| Water and Main Streets                                 | 5th and Montgomery Streets                      |
| Water and Denver Streets                               | 5th and Jackson Streets                         |
| 1st and Calapocia Streets                              | 5th and Madison Streets                         |
| 1st and Washington Streets                             | 6th and Broadalbin Streets                      |
| 1st and Ferry Streets                                  | 6th and Lyon Streets                            |
| 1st and Broadalbin Streets                             | 6th and Railroad Streets                        |
| 1st and Millworth Streets                              | 6th and Jefferson Streets                       |
| 1st and Lyon Streets                                   | 6th and Main Streets <i>6th &amp; Sherman</i>   |
| 1st and Montgomery Streets                             | 7th and Elm Streets                             |
| 1st and Jackson Streets                                | 7th and Maple Streets                           |
| 1st and Lafayette Streets                              | 7th and Calapocia Streets                       |
| 1st and Pine Streets                                   | 7th and Ferry Streets                           |
| 2nd and Washington Streets                             | 7th and Millworth Streets                       |
| 2nd and Ferry Streets                                  | 7th and Baker Streets                           |
| 2nd and Broadalbin Streets                             | 7th and Jackson Streets                         |
| 2nd and Millworth Streets                              | 7th and Madison Streets                         |
| 2nd and Lyon Streets                                   | 8th and Cottage Streets <i>8th &amp; Main</i>   |
| 2nd and Railroad Streets                               | 8th and Thurston Streets <i>8th &amp; Pine</i>  |
| 2nd and Jefferson Streets                              | 8th and Sherman Streets <i>8th &amp; Pine</i>   |
| 2nd and Madison Streets                                | 9th and Elm Streets                             |
| 2nd and Main Streets                                   | 9th and Maple Streets <i>9th &amp; Jackson</i>  |
| 2nd and Oak Streets                                    | 9th and Calapocia Streets                       |
| 2nd and Denver Streets                                 | 9th and Ferry Streets                           |
| Salmon Road and Pine Street <i>Salmon &amp; Clark</i>  | 9th and Broadalbin Streets                      |
| 3rd and Calapocia Streets                              | 9th and Lyon Streets                            |
| 3rd and Ferry Streets                                  | 9th and Madison Streets                         |
| 3rd and Millworth Streets                              | 10th and Cottage Streets <i>10th &amp; Lyon</i> |
| 3rd and Lyon Streets                                   | 10th and Walnut Streets                         |
| 3rd and Montgomery Streets                             | 11th and Willetta Streets                       |
| 3rd and Jackson Streets                                | 11th and Washington Streets                     |
| 3rd and Lafayette Streets                              | 12th and Cottage Streets                        |
| 3rd and Hill Streets                                   | 12th and Elm Streets                            |
| 6th and Geary Streets                                  | 12th and Calapocia Streets                      |

## ORDINANCE NO. 1326

From page 37.

Santiana Road and Denver St.  
Santiana Road and Pine Street  
Vine bet. 3rd and 4th Sts.  
4th and Washington Streets  
4th and Broadalbin Streets

12th and Ferry Streets  
Ferry, No. 47 1/2 of County Road  
Tadena and Usboua Streets  
Lawnridge and Willow Streets  
Park Terrace and St. George Ave.

### PIPE CISTERNS

1st and Washington Streets  
1st and Ferry Streets  
1st and Ellsworth Streets  
1st and Montgomery Streets  
2nd and Broadalbin Streets  
2nd and Baker Streets

3rd and Main Streets  
4th and Washington Streets  
4th and Ellsworth Streets  
4th and Montgomery Streets  
7th and Elm Streets

3. The Company agrees to furnish water necessary for flushing the streets and sewers of the City from and by means of the above hydrants and flushing connections and to furnish the water necessary therefor as now used by the City.

4. The Company also agrees to furnish water necessary for supplying the city hall for municipal purposes, the city arm and also the necessary water for the public library.

5. The City agrees to pay the Company for the water service hereinbefore specified the sum of Two Thousand Two hundred Forty-four and no/100 Dollars (\$2244.00) net per annum commencing with the date of the execution of this agreement, payable in twelve equal monthly installments, commencing on the date of the expiration of the first month from the date of the execution of this agreement by valid warrant of the City of Albany, Oregon, at the office of the Company in Albany, Oregon.

6. Should the City require additional hydrants the Company agrees to install and maintain any additional hydrant required by the City at a monthly rate of Two Dollars (\$2.00) per hydrant; all additional fire hydrants installed are to be what is known as two-way hose connections and steamer nozzle type hydrants; said hydrants shall be of uniform height and not less than 20" nor more than 30" to the pumper connection from ground or sidewalk surface, as the case may be. Any additional hydrants so installed shall be of a type employing the National Standard thread. Provided, in no case shall the Company be required to locate any of said additional fire hydrants off its present existing mains more than three hundred feet distant from its present four inch mains, or mains in excess thereof, unless additional private consumers can be secured to the amount of Six Dollars (\$6.00) per month for such extension required for any fire hydrant off of said existing main in excess of three hundred feet; provided, further, that the Company shall not be required to install or maintain additional fire hydrants during the last six months of this agreement.

7. In the event the City constructs additional fire cisterns, the Company will furnish water therefor and the City will take and pay for the same at the rate of One Dollar (\$1.00) per month for each of said cisterns during the term of this agreement; provided, however, that all cisterns served by the Company shall be kept and maintained in good repair by the City; provided, further, that the Company shall not be required to furnish water for any additional cisterns hereunder which are located a distance in excess of three hundred feet from present existing four inch mains, or mains in excess thereof, unless the Company receives new consumers to the amount of Six Dollars (\$6.00) per month for such extension of three hundred feet.

8. It is further agreed that none of the fire hydrants, nor any additional ones which may be ordered in, nor any of the fire cisterns, nor additional ones which may be ordered in, shall be discontinued by the City during the term of this agreement, nor the locations thereof changed without the City pay the Company the reasonable expense of making such change.

9. The Company agrees to use due diligence to provide an uninterrupted service for the water provided for in this agreement but shall not be liable for damage 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 twenty-four hours at any one time for any of said reasons, the City shall be entitled to a pro rata reduction from the agreed price for continuous service.

10. The Company agrees to use due diligence and will endeavor to maintain a twenty-four hour service with a minimum pressure of sixty pounds per square inch at the fire hydrant located at Second and Ellsworth Streets.

11. It is further agreed that in case of fire the Company will use reasonable diligence upon notification at its power house of such fire to increase the pressure in its mains during such fire as much as may be permissible in order to increase the fire hydrant service during such fire, and the Company hereby guarantees a pressure of not less than sixty (60) pounds at the fire hydrant located at Second and Broadalbin Streets and not less than sixty (60) pounds at the fire hydrant located

## ORDINANCE NO. 1396

From page 33.

at Second and Main Streets during each fire, provided that the Company shall not be liable for damages occasioned by failure to provide or maintain such pressures as a result of breakdown of equipment or for any cause beyond the Company's control.

12. In consideration of this contract, 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 therefor as hereinbefore set forth.

IN WITNESS WHEREOF, the City of Albany, Oregon, 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 \_\_\_\_\_ day of \_\_\_\_\_, 1935, 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 water service for the City of Albany 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.

THE CITY OF ALBANY, OREGON,

By \_\_\_\_\_ Mayor.

THE CITY OF ALBANY, OREGON,

By \_\_\_\_\_ Recorder.

MOUNTAIN STATES POWER COMPANY,

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

Attest:

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

Section 2. Inasmuch as the present water service contract between the City of Albany and Mountain States Power Company has expired and it is necessary to make immediate provisions for the water service provided for in the foregoing contract in order that the City of Albany and its inhabitants may have fire protection 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 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 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 Council and approval by the Mayor.

Passed by the Council this 27th day of November, 1935.

Approved by the Mayor this 28th day of November, 1935. W. L. Jackson,  
Mayor.Attest: F. E. Van Tassel,  
Recorder of the City of  
Albany, Oregon.

State of Oregon,  
County of Linn, ss. I, F. E. Van Tassel, recorder of the City of Albany, Linn County, Oregon, hereby certify that the annexed and foregoing copy of Ordinance No. 1396 has been by me carefully compared with the original Ordinance Bill No. 1307, on file in my office, and that it is a true and correct copy of all of said bill, passed by the Council November 27, 1935, and approved by the Mayor November 28, 1935.

Witness my hand and official signature and the seal of the City of Albany this 2nd day of December, 1935.

*F. E. Van Tassel*  
\_\_\_\_\_  
Recorder of the City of Albany.