

48

EXPIRES  
1969

For  
Type

ORDINANCE NO. 48

AN ORDINANCE authorizing and directing the execution and delivery in the name and on behalf of the City of Garibaldi, Oregon, of a contract with Pacific Power & Light Company, a corporation, providing for the furnishing by said Pacific Power and Light Company to said City of Garibaldi 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. *m*

THE CITY OF GARIBALDI DOES ORDAIN AS FOLLOWS:

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

Contract for Overhead Circuit Street Lighting Service

THIS CONTRACT made and entered into this 22nd day of June, 1959, by and between the CITY OF GARIBALDI, a municipal corporation of the State of Oregon, hereinafter designated as "City", and PACIFIC POWER AND LIGHT COMPANY, a corporation, hereinafter designated as "Company",

W I T N E S S E T H:

WHEREAS, the execution of this contract by the CITY OF GARIBALDI has been duly authorized by Ordinance No. 48 of CITY OF GARIBALDI, signed by the Mayor on June 22, 1959, 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 specified herein which City has requested for lighting the streets, highways and other public places within said City for a term of ten (10) years beginning Sept. 1, 1959, and ending Aug. 30, 1969, and continuing 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 43 - 1,000 lumen incandescent and 20 - 16,000 lumen mercury vapor street lights, each mounted on a pole of the Company's distribution system. Beginning as soon as practicable after the date hereof, Company will install 51 - 4,000 lumen and 2 - 6,000 lumen incandescent street lights, together with certain additional 16,000 lumen mercury vapor street lights, and will relocate certain existing 16,000 lumen mercury vapor street lights; and will also ~~remove~~ 43 - 1,000 lumen street lights presently installed, all in accordance with the plan for street lighting modernization requested by City. The resultant system, when all additions, removals and relocations are completed, shall consist of 51 - 4,000 lumen and 2 - 6,000 lumen incandescent street lights; and 24 - 16,000 lumen mercury vapro street lights, all equipped with suitable luminaries and mounted on wood poles at the locations shown on Exhibit "A" attabhed hereto and made a part hereof.

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

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

<u>Lamp Rating in Lumens</u>	<u>Rate Per Month Per Lamp</u>
4,000 Incandescent on Distribution Wood Poles	\$ 2.75
6,000 Incandescent on Distribution Wood Poles	3.65
16,000 Mercury Vapor on Distribution Wood Poles	4.75*
16,000 Mercury Vapor on Distribution Wood Poles	6.25**

\* Existing and/or relocated 16,000 lumen mercury vapor lights.

\*\* New 16,000 lumen mercury vapor lights to be installed in accordance with provisions herein.

Company's rates for electric energy used for street lighting service are, and at all times shall be, subject to the lawful orders and regulations of the Public Utility Commissioner of Oregon or any other governmental authority having jurisdiction thereof. Company's rates for street lighting service hereunder are subject to change from time to time by superseding schedule 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 electrical 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 Tillamook, 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 specified herein 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 agreements between the parties hereto having reference to the furnishing of street lighting service by Company are hereby terminated as of the effective date hereof.

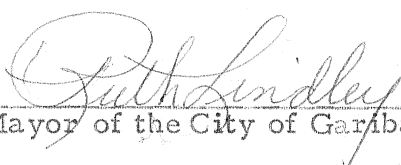
10. This contract and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, respectively.

Section 2. It is hereby determined by the Council of the City of Garibaldi 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 Garibaldi is hereby authorized and directed to execute and deliver such contract with Pacific Power and Light Company in the name and on behalf of the City of Garibaldi, and the 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.

Section 4. It is hereby adjudged and declared that existing conditions are such that this ordinance is necessary for the immediate preservation of the public peace, health and safety, and owing to the urgent necessity, an emergency is hereby declared to exist and this ordinance shall take effect and be in full force and effect from and after its passage and approval by the Mayor.

PASSED BY THE COMMON COUNCIL THIS 22 DAY OF June.  
1950.

  
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Mayor of the City of Garibaldi

ATTEST:

  
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Recorder of the City of Garibaldi