

ORDINANCE NO 102.

An Ordinance authorizing and directing the Mayor and Recorder of the Town of Stayton, Oregon, to enter into a contract with the Mountain States Power Company for electric energy for the pumping plant of the Town of Stayton, for the term of five years.

THE TOWN OF STAYTON DO ORDAIN AS FOLLOWS:

Section 1. That the Mayor and Recorder of the Town of Stayton, Oregon, be and they are hereby authorized and directed to enter into a written contract with the Mountain States Power Company, a Delaware Corporation, for electric energy for the pumping plant of the Town of Stayton for the term of five years from and after the date of said contract, which said written contract shall be executed in duplicate in behalf of the Town of Stayton, Oregon, by the Mayor and Recorder thereof immediately after this ordinance is in force and effect, and which 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 entered into in duplicate, this day of 1925, by and between the Town of Stayton, a municipal corporation and a regular organized and existing Town in the County of Marion in the State of Oregon, hereinafter designated as the TOWN, and the 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 the Town of Stayton, hereinafter designated as the Company.

WHEREIN IT IS MUTUALLY AGREED, AS FOLLOWS:

1. The Company agrees to furnish to the Town the electric energy hereinafter specified and the Town to take said electric energy from the company for the term and pay the compensation therefor as hereinafter specified, and subject to the conditions and stipulations hereinafter set forth.
2. Electric energy to be delivered and received pursuant to the provisions of this agreement shall be used by the Town for power in operating its pumping plant located at the woolen mills in the Town of Stayton, and shall be what is known as three phase 60 cycle, 220 volt, alternating current, with an approximate voltage of 220, slight variations in frequency and voltage to be allowed, and a maximum demand of 25 horsepower. It is understood that the foregoing pumping plant is used by the Town primarily as an auxiliary or stand-by system for the present pumping plant of the Town run by water power located at the Town pumping plant adjacent to the company's power plant, and that the demand for service hereunder shall be of the nature aforesaid that is to say, primarily as a stand-by or auxiliary to the water power pumping plant of the Town.
3. The electric energy herein provided for shall be delivered by the Company to the Town at the meter, which meter shall be installed and maintained by the Company at a point convenient to the pumping plant of the Town, and if convenient to place said meter on the property of the Town, the Town shall provide suitable and convenient space therefor, and said meter shall be read approximately every 30 days to ascertain the amount of electric energy taken during said period by the Town, and all energy delivered under this agreement shall, except as hereinafter otherwise provided, be paid for according to meter measurement.
4. The Town shall provide at its own cost and expense the necessary machinery and equipment for the transmission of the electric energy furnished by the Company from the aforesaid meter to the motor and apparatus of the Town, and the said equipment for the transmission of said electricity shall be constructed and maintained by the Town according to approved methods of construction and at all times in conformity with law and all municipal ordinances and lawful regulations; the Company, however does not assume the duty of inspecting

the Town's said transmission line or any of its electrical machinery or appliances or any part thereof, and the company assumes no responsibility therefor, and in case the Town shall not provide such approved methods of transmitting said electricity from said meter to its motor and electrical machinery, the Company shall have the option of discontinuing service hereunder until such transmission line and machinery shall be constructed and maintained in conformity with the above specifications.

5. The Company agrees to use due diligence in maintaining and giving uninterrupted service to the Town but in no wise assumes responsibility for or shall it be liable for any damage caused by failure to maintain uninterrupted service; nor shall the Company be liable for interruptions or failure of service due to acts of God, the elements, unavoidable accidents, defective machinery, break-down in equipment, strikes, riots, war or any other cause beyond the control of the Company. The Company does agree, however, that at any time for any of the reasons aforesaid it is unable to maintain service and supply electrical energy under this agreement for a period of more than twenty four hours, the company may notify the Town of its election to discontinue such service pending repairs necessary to reinstate service, and thereupon the hereinafter stipulated payment for service shall be abated for the time necessary for said repairs.

6. 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 the Town of Stayton, together with such additional wires, poles, equipment and machinery as the Company may find necessary or convenient in furnishing the service provided for in this agreement.

7. All electric energy which shall be delivered by the Company to the Town under the provisions of this agreement shall be paid for by the Town at the office of the Company in the Town of Stayton, Oregon, on or before the 10th day of the calendar month next succeeding the month in which such energy shall have been delivered; provided, however, if default shall be made by the Town at any time in paying any money which shall become due to the Company under this agreement, and if such default shall continue for a period of ten days, then the company shall have the right, at its option, to cancel and terminate this contract, or to discontinue and withhold the delivery of electric energy to the Town, without canceling or terminating this agreement, until all money due to it under the terms thereof shall have been paid, and said option may be exercised by the Company whenever and as often as any such default shall occur and continue for said period of ten days: provided, however, the Company shall in every instance give the Town notice of its intention to exercise such option at least ten days before canceling this agreement or discontinuing or withholding the delivery of electric energy; neither delay or omission on the part of the Company to exercise such option at any time shall be deemed to be a waiver by it of its right to exercise the same, nor shall the existence of any unliquidated claim or demand in favor of the Town and against the Company, at any time, take away or in any manner affect the Company's right to exercise such option.

8. The Company shall have the right at any time after the expiration or other termination of this agreement to remove from the premises of the Town any and all meters, wires, poles, apparatus and fixtures which it may install to furnish electric energy under this agreement.

9. This agreement shall be in full force and effect and mutually binding upon and between the parties hereto for the term of five years from and after the date of this agreement, unless this agreement shall be sooner canceled or terminated as herein provided for.

10. The Town agrees to pay the Company for electric energy used under this agreement at the regular tariff rate of the Company for power now or hereafter during the term of this contract in effect

and on file with the Public Service Commission of the State of Oregon, but with a minimum monthly charge of \$ 12.50 for 25 horse-power installation. It being understood that said minimum is a reduction from the regular tariff rates due to the fact that the service required is not regular or continuous but stand-by or auxiliary as above set forth. The Town agrees to pay to the Company said minimum of \$ 12.50 per month whether or not electric energy to that amount according to meter readings and at said regular tariff rates shall have been delivered and taken.

11. The Company shall at all times have the right of access to the premises of the Town for the purpose of performing the necessary work of construction and maintenance of the Company's equipment.

12. In consideration of this agreement, the Company agrees to do and perform all of the terms and conditions on its part to be done and performed as hereinabove set forth, and the Town in consideration hereof, agrees to do and perform all of the terms and conditions on its part to be performed as hereinabove set forth and to pay the Company the compensation therefor as hereinabove provided.

IN WITNESS WHEREOF the Town has caused this agreement to be executed in duplicate in the name of the Town of Stayton, Oregon, by its Mayor and Town Recorder, under and by virtue of an ordinance passed by the Council of said Town on the 6th day of October 1925. and entitled an "Ordinance authorizing and directing the Mayor and Recorder of the Town of Stayton, Oregon. to enter into a contract with the Mountain States Power Company for electric energy for the pumping plant of the Town of Stayton for a term of five years" and said Company has caused this agreement to be executed by its duly authorized officers, all the day and year first above written.

TOWN OF STAYTON, OREGON by _____

Its Mayor.

TOWN OF STAYTON, OREGON by _____

Its Recorder.

MOUNTAIN STATES POWER COMPANY

By _____

Its Vice President and General
Manager.

Section 2. This Ordinance shall take effect and be in full force from and after its approval by the Mayor.

Passed by the Council this 6th day of October 1925.

Approved by the Mayor this 8 day of October 1925.

* George Keech
Mayor

Attest:

J. B. Grier.
Recorder of the Town of Stayton.