

ORDINANCE NO. 113

AN ORDINANCE
AUTHORIZING THE ENTERING INTO OF A CONTRACT WITH
THE CALIFORNIA OREGON POWER COMPANY FOR THE FUR-
NISHING TO THE CITY OF DRAIN OF ELECTRIC ENERGY,
AND AUTHORIZING AND DIRECTING THE MAYOR AND RE-
CORDER OF SAID CITY TO ENTER INTO SUCH CONTRACT
ON BEHALF OF THE CITY OF DRAIN

THE PEOPLE OF THE CITY OF DRAIN
ORDAIN AS FOLLOWS

Section 1.

That the City of Drain enter into a contract with
The California Oregon Power Company for the purchase from said Com-
pany of electric energy upon the terms and conditions set forth in
said proposed contract, which contract so to be entered into is sub-
stantially in words and figures as follows, to-wit:

"THIS AGREEMENT made and entered into this 4th
day of May, 1956, between THE CALIFORNIA OREGON POWER COMPANY,
a corporation hereinafter called 'Power Company', and the CITY OF
DRAIN, an Oregon municipal corporation, acting in accordance with
its ordinance directing the execution of this instrument, and here-
inafter called 'The Consumer'.

WITNESSETH:

1. That the Power Company for and in considera-
tion of the conditions, covenants and agreements hereinafter con-
tained, promises and agrees to furnish to the Consumer all of its
requirements for electric energy for the period of time and at the
rates and under the conditions hereinafter specified, and the Con-
sumer in consideration thereof promises and agrees to purchase, pay
for and receive from the Power Company all of its requirements for
electric energy in accordance with the rules and regulations duly
and regularly established from time to time by or under authority
of law and as filed with the Public Utilities Commissioner of the
State of Oregon, or any like person legally existing for such pur-
pose, and relating to the furnishing of service by the Power Com-
pany.

2. All electric service to be delivered and re-
ceived pursuant to the provisions of this contract shall be what is
commonly designated at three phase, 60 cycle, alternating current,

and shall be delivered at an electromotive force of approximately 6600 volts, slight variations in frequency and electromotive force to be allowed. The Consumer shall be entitled hereunder to a maximum demand of one hundred (100) kilowatts.

3. All electric energy to be delivered hereunder shall be used for the following purposes only:

Distribution within the City of
Drain for all purposes and to
customers receiving service with-
in said City.

The point of delivery of electric energy hereunder shall be at the substation owned and operated by the Power Company, and the Power Company shall meter on the low voltage (2300 volts) side of said substation so as to cause the Power Company to absorb the transformation losses through said substation transformers. It being hereby agreed and understood between the parties hereto that the Consumer will sell its substation transformers (50 KW capacity) to the Power Company for the sum of three hundred thirty five dollars (\$335) and will furnish to the Power Company a suitable location without cost on which the Power Company will erect a new outdoor substation for furnishing service to the Consumer.

The Consumer agrees to pay the Power Company for electric energy delivered under this contract in accordance with the following rates:

First	5,000 kilowatt hours per month	2 1/4¢	per kwhr.
Next	7,500 " " " "	2 ¢	" "
Next	7,500 " " " "	1 3/4¢	" "
All over	20,000 " " " "	1 1/4¢	" "

Provided, however, that at the expiration of any contract year during the life of this contract the Consumer may at its option elect to pay for all electric energy received during said contract year at the price and rate of 2.15¢ per kilowatt hour in which event the Power Company will revise the billing in accordance with the altered kilowatt hour rate which would then obtain.

The minimum payments under this contract shall be one dollar (\$1.00) per kilowatt of maximum demand per month, payable monthly except that in any event the minimum monthly payment shall be not less than One Hundred Twenty-five dollars (\$125.00). In the event that such schedule is changed, as provided by law, electric energy supplied after said change is to be paid for in accordance with the altered schedule. The maximum demand is hereby defined as the average kilowatts in the fifteen minute interval in which the consumption of electricity is greater than in any other fifteen minute interval in the month indicated or recorded by instruments to be furnished by the Power Company and installed on the Consumer's premises.

4. The Consumer shall, at the Consumer's own risk and expense, furnish, install and keep in good and safe condition all electric lines, machinery and apparatus which may be required for receiving electric energy from the Power Company at the point of delivery, ~~and thereafter utilizing such energy, and will~~ indemnify the Power Company against any and all loss, damage and liability, including liability to third persons, occasioned or caused by any defect in the condition or construction of such lines, machinery or apparatus, or any part thereof, or by reason of any negligence on the part of the Consumer in installing, maintaining, using or operating such lines, machinery or apparatus. From and after the time that such electric energy is delivered to the Consumer the handling of such current so delivered shall be exclusively in the hands of the Consumer and the responsibilities attendant upon the handling and distribution thereof shall be upon the Consumer.

5. The Power Company agrees to permit the Consumer to attach crossarms, wires and necessary fixtures and street lamps to such poles of the line now constructed or which may hereafter be constructed within the limits of the City of Drain, provided that such attachments to such poles shall conform to all standards set by the Public Utilities Commissioner of Oregon and the Power Company. The said Consumer agrees that it will maintain the said cross arms, street lamps and fixtures in accordance with the best standards and practices and in the event of their failure to do so, agree upon thirty days notice to promptly remove the same from the poles of the Power Company. The Consumer further agrees to hold the Power Company free from all damage and liability to persons or property caused by the attachment of said cross arms, street lamps and fixtures to said poles of said Power Company.

6. The Consumer hereby grants and confirms unto the Power Company the right to construct, operate and maintain within the city such lines as are now built or may hereafter be built that are necessary to provide service to the Consumer or to customers outside the City of Drain, any additional lines to be located satisfactorily to both contracting parties.

7. No liability shall attach to the Power Company for any failure to deliver electric energy hereunder, due to acts of God, or any other causes whatsoever except its own voluntary act or the neglect to exercise reasonable care and diligence in the performance of the covenants herein contained, and the Power Company shall have the right to suspend temporarily the delivery of electric energy hereunder for the purpose of making repairs or improvements in its system.

8. The Consumer agrees not to resell any electric energy furnished under this contract, except as herein provided, and this contract shall not be assignable without the prior written consent of the Power Company. The Power Company agrees not to sell electric energy within the City of Drain to customers other than the Consumer except upon agreement with the Consumer.

9. This contract shall be in force during the period from April 1, 1936, to April 1, 1941, and thereafter until

terminated by either party upon giving sixty (60) days notice in writing to the other party.

10. ~~To enable the Consumer to earn a lower rate than it is now earning under this contract, the Power Company~~ agrees to assist and cooperate with the Consumer and the business interests in the City of Drain in a lead building program wherein the use of electric energy may be increased.

11. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commissioner of the State of Oregon as said Commissioner may, from time to time, direct in the exercise of his jurisdiction.

12. All previous communications between the parties hereto, either verbal or written, with reference to the subject matter of this contract are hereby abrogated, and this contract, duly accepted and approved, constitutes the agreement between the parties hereto, and no modification of this agreement other than as may be so made through said Public Utilities Commissioner shall be binding upon the parties hereto, or either of them, unless the same be in writing and duly accepted by the Consumer and an executive officer of the Power Company.

IN WITNESS WHEREOF, the Power Company has caused this instrument to be executed by its Vice President and its Secretary, and its corporate seal to be affixed by the latter, and the Consumer has caused this instrument to be executed by its Mayor and attested by its Recorder, and its corporate seal to be affixed by the latter in accordance with an ordinance of said Consumer requiring such execution of such instrument this _____.
Executed in Duplicate."

Section 2.

That the Mayor and Recorder of the City of Drain be and they hereby are authorized and directed to enter into said contract on behalf of the City of Drain, with said The California Oregon Power Company.

Section 3.

That said contract when entered into between said Company and the City shall relate back and apply to electric

energy furnished to the City as and from the 1st day of April,
1936.

Passed by the Council
this 4th day of May, 1936.

Approved by the Mayor
this 4th day of May, 1936.

J. E. Davis
MAYOR

ATTEST:

Robert Miller
CITY RECORDER