

CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT
 AGREEMENT WITH CITY OF LAKESIDE
 FOR STREET LIGHTING SERVICE

THIS AGREEMENT, made this 21st day of Janua ry, 1975, by and between the CITY OF LAKESIDE, a municipal corporation of Coos County, State of Oregon, hereinafter called the Customer, and the CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT, a municipal corporation, having its principal office in Newport, Lincoln County, State of Oregon, hereinafter called the District.

WITNESSETH:

I

THE DISTRICT AGREES:

1. Overhead System

To own, maintain, operate and provide electric service to an existing overhead street lighting system in the City of Lakeside, as per attached Exhibit "A". The existing system includes street lights as follows:

<u>Quantity</u>	<u>Type of Light</u>	<u>Unit Cost Per Month</u>	<u>Total Cost Per Month</u>
59 61 <i>JK</i>	7,000 Lumen Mercury Vapor	\$3.90 <i>JK</i>	\$230.10
12 10 <i>JK</i>	21,000 Lumen Mercury Vapor	5.90 <i>JK</i>	70.80
		Total <i>JK</i>	\$300.90

2. Installation of Additional Units

Upon written order from the Customer, to install additional overhead street lighting units of types as specified in the District's rate schedules, or increase the illumination level of existing lighting units provided that the Customer will advance to the District on a non-reimbursable basis all cost of making such addition or increase in excess of six times the annual revenue obtained by the District from said additional street lighting units.

3. Change of Location

To change the location of any street lighting unit in use upon thirty (30) days' written notice by the Customer and upon payment to the District of the cost of the change

II

THE CUSTOMER AGREES:

1. Payment for Street Lighting Service

To purchase from and pay the District for street lighting service in accordance with the attached Schedule 500, provided however, that in the event the District adopts a rate superseding Schedule 500 during the contract term for the type of service furnished under this contract, said revised rate shall become effective to the customer as of the date of the new schedule for the balance of the contract term.

2. Monthly Minimum Payment

The Customer agrees to pay monthly not less than ^{Two Hundred Ninety Six} ~~Three Hundred~~ and 90/100 Dollars (~~\$300.90~~ ^{296.90}) for lighting service furnished under the terms of this contract. In the event during the term of the contract the District makes street lighting rate reductions which are applicable to service furnished under this contract, the Customer may increase levels of illumination or the number of lighting units in accordance with Sub-section 2 of Section I in order to obtain the maximum amount of lighting under the monthly minimum specified. In the event the Customer increases its monthly billing by ordering the installation of additional lights or an increase in illumination at existing lights, the monthly bill shall become the monthly minimum billing for the balance of the contract term.

III

1. Definition of Street Lighting

By street lighting it is meant the lighting of public streets, avenues, alleys and parks and other public places except the interior of public buildings.

2. Liability to Furnish Service

No liability to furnish or take service shall exist at any time that either party is prevented from complying with this agreement by legal proceedings, strikes, lockouts, fires, riots, acts of God, or the public enemy, or any cause or causes not under the control of the parties thus prevented from compliance.

3. Restoration of Service

The District shall use reasonable diligence to furnish continuous service during lighting hours, and having used reasonable diligence, shall not be liable for any failure of service, nor for any outage.

4. Substitution of Lamps

The District may substitute for any lamp installed, or other lamps of at least equal capacity and efficiency, as improvements in the art may make such lamps available, but no change shall be permitted or required in the size, style or capacity of any lamp, without its consent.

5. Term of Agreement - The term of this agreement shall be from January 21, until January 21, 1995, which is the expiration date of the present franchise granted to the District by the City, except that this agreement may be terminated at any time by mutual consent.

IV

1. Certification of Agreement

This instrument is certified by the City Recorder to be the agreement submitted to and approved by the City Council and Mayor of the CITY OF LAKESIDE, and referred to in the minutes of the meeting of the said City Council, on 21st day of January, 1975, and therein authorized to be executed and delivered on behalf of the said Customer by its Mayor and Recorder.

IN WITNESS WHEREOF, the District has executed this agreement by its proper officer, and the Customer has caused the same to be executed by its Mayor, duly

countersigned, sealed and certified by its City Recorder, all as of the date herein first above written.

CITY OF LAKESIDE

Witness:

S. E. Herman
S. E. Herman, Recorder

By: *J. Robert Friend*
J. Robert Friend, Mayor

CENTRAL LINCOLN PEOPLE'S UTILITY
DISTRICT

Attest:

A. E. Ellinger
Secretary

By: *W. M. Thompson*
President

EXHIBIT "A"

Central Lincoln People's Utility District Owned, Operated and Maintained.

A. 7000 Lumen Mercury Vapor

P. U. D. Pole Number

AJ18B/2
AJ18B/6
AJ18B/8
AJ18B/10
AJ18B/15
AJ18B/23
AJ18B/28

AJ18C/1
AJ18C/4
AJ18C/5
AJ18C/7
AJ18C/16
AJ18C/20
AJ18C/26

AJ18E/4

AJ18F/3
AJ18F/7
AJ18F/21
AJ18F/24
AJ18F/26
AJ18F/30
AJ18F/32
AJ18F/34
AJ18F/36
AJ18F/41

AJ18G/4
AJ18G/8
AJ18G/12
AJ18G/19
AJ18G/22
AJ18G/25
AJ18G/28
AJ18G/31
AJ18G/34

AJ18H/4

AJ18L/5
AJ18L/8
AJ18L/13
AJ18L/18
AJ18L/19
AJ18L/21
AJ18L/26

AJ18M/5
AJ18M/10
AJ18M/13

EXHIBIT "A" continued

P. U. D. Pole Number

AJ182/5

AJ183/16

AJ072/21

AJ073/6

AJ073/9

AJ073/13

AJ073/15

AJ073/18

AJ073/19

AJ073/30

AJ073/31

AJ073/34

AJ073/36

AJ073/40

AJ07N/2

AJ07N/17

B. 21,000 Lumen Mercury Vapor

P. U. D. Pole Number

AJ18F/2

AJ18F/9

AJ18F/12

AJ18F/19

AJ18F/35

AJ18L/1

AJ18L/15

AJ07N/13

AJ072/15

AJ073/23