

RESOLUTION NO. 17.....

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY  
OF A CONTRACT WITH PUGET SOUND POWER &  
LIGHT COMPANY FOR FURNISHING

.....Mercury Vapor Street Lighting Service.....  
(Service Furnished)

WHEREAS, PUGET SOUND POWER & LIGHT COMPANY has  
offered to furnish for a period of.....Ten.....years,  
upon the terms set forth in the following proposed form of contract, to-wit:

MERCURY VAPOR STREET LIGHTING CONTRACT

PUGET SOUND POWER & LIGHT COMPANY, herein called "Company" and City  
of Lacey, herein called "Purchaser", agree as follows:

FIRST: TYPE OF SERVICE. This contract covers mercury vapor street lighting service only.

SECOND: DELIVERY. The Purchaser agrees for a period of Ten consecutive years beginning July 20, 1967, to buy exclusively from the Company at the rates herein fixed all electricity required to operate the following mercury vapor street lighting installation: **Street Lighting units at various locations within the City of Lacey, Thurston County, Washington, as per attached inventory**, as so designated by City Engineer.

THIRD: RATES.

1. Company-owned fixtures on Company-owned poles/standards.

<u>Lamp Size</u>	<u>Short Bracket 8' Max.</u>	<u>Long Bracket or Suspension</u>
Installation of 5 to 9 Lamps - Annual Rate Per Lamp:		
4,000 lumen - post top fixtures	\$32.40	
7,000 lumen	37.80	\$40.20
Installation of 10 to 150 Lamps - Annual Rate Per Lamp:		
4,000 lumen - post top fixtures	\$30.60	
7,000 lumen	36.00	\$38.40
Installation of over 150 Lamps:- Annual Rate Per Lamp:		
4,000 lumen - post top fixtures	\$28.20	
7,000 lumen	34.20	\$36.60
20,000 lumen - all installations	\$64.20	\$66.60

Fixtures and reflectors as classified in above rate schedule are to conform with the Company's engineering standards. Where the rates per lamp are the same for different types of mountings, the Company shall elect the mounting to be used.

All lamps and equipment furnished or used for the rendition of this electric service are understood to be and remain the property of the Company unless otherwise specified.

Lamps once installed shall not be abandoned during the life of this contract but the Company shall at the expense of the Purchaser change the location of any lamp whenever directed by the Purchaser, and the size of the lamps may be increased at the Purchaser's request by notifying the Company in writing.

The Company reserves the right to change lamps, lamp location and/or equipment to provide an equal or improved street lighting system where distribution line modernization or replacement is necessary. Additional lamps shall be installed by the Company, when and where designated by the Purchaser, on existing Company-owned secondary overhead distribution lines.

2. Purchaser-owned system on Purchaser-owned poles/standards:  
(Ornamental)

<u>Lamp Size</u>	<u>Annual Rate Per Lamp</u>
4,000 lumen - post top fixtures	\$18.60
7,000 lumen	25.80
20,000 lumen	48.00

The Company will supply the current, lamp renewal, glassware cleaning and maintenance of system including glassware replacement and replacement of lamp ballast as necessary, but Purchaser shall be responsible for supplying and installing replacements, excluding glassware, to system fixtures and equipment where necessary due to normal wear and depreciation or damage by Purchaser or third parties.

Purchaser-owned system shall be complete in every respect, including lamps, lamp standards, brackets and all wiring and, if needed, relays, time clocks and/or electric eyes. All such equipment and the type and character of installation shall be subject to the Company's approval prior to installation and the entire installation shall be made by Purchaser without expense to the Company.

FOURTH: Lamps and fixtures of standard pattern and of a type in general use for street lighting purposes shall be served and maintained by the Company under this contract. Upon notice of lamp burn out or substantial deterioration of light output, same shall be promptly replaced.

FIFTH: Said rates are subject to change in accordance with the laws of the State of Washington and whenever a new schedule of rates for the same service is made effective the Purchaser shall thereafter pay the new rates; provided, if the new rates are higher than those herein fixed, the Purchaser shall be entitled to cancel this contract within thirty (30) days after the effective date of the new rates.

SIXTH: Bills will be rendered under this contract in accordance with billing periods provided in Schedule 80, Tariff A, and annual charges specified herein shall be prorated accordingly. Such bills are due when rendered and past due ten days thereafter.

SEVENTH: The Company may at any time require the Purchaser to install proper apparatus on Purchaser-owned system to operate the system and equipment at a power factor of not less than 90%.

EIGHTH: The Company shall use reasonable diligence to furnish uninterrupted service from dusk to dawn but shall not be liable for interruptions caused by strikes and/or other labor disputes, accidents or acts of God or by any cause beyond the control of the Company, or by the necessity for making repairs or changes in the Company's equipment and facilities, and the Purchaser waives and shall not assert any claims against the Company for damages to the Purchaser caused by any suspension, interruption, failure or curtailment of service by the Company under this agreement attributable in any manner to national emergency, including voluntary cooperation by the Company in any method of operation or in any program recommended or requested by civil or military authorities. No temporary interruption shall cancel this contract. No charge shall be made for service during the period of any interruption unless the Purchaser is responsible therefor.

NINTH: The Company shall have the right to cancel this contract if any part of the Company's property used for the rendition of this service is taken by eminent domain, or if it can no longer be maintained by reason of franchise expiration and the inability of the Company to secure a renewal thereof.

Dated this 20th day of July, 1962

Attest:

City of Lacey

By S. J. Homann

Witness:

PUGET SOUND POWER & LIGHT COMPANY

John K. Kramer

J. H. Abramson

J. H. ABRAMSON Vice President

H. J. Lewis

NOW, THEREFORE, BE IT RESOLVED by the Council  
(Council or Commission)

of the City of Lacey that a  
(City or Town)

contract be entered into with Puget Sound Power & Light Company for the furnishing of  
Street Lighting

upon the terms above proposed, and that the Mayor be and he hereby is authorized  
and directed to execute and deliver such contract on behalf and in the name of the  
City of Lacey, and the Clerk be and he hereby is authorized  
(City or Town)

and directed to attest such contract and to affix thereto the seal of the City of  
Lacey  
(City or Town)

Duly adopted this 20<sup>th</sup> day of July, 1967

[Signature]  
Mayor.

ATTEST:

[Signature]  
Clerk.

**INVENTORY SHEET**

**LACEY STREET LISTED**

**12 - 7,000 Lumen Mercury Vapor on 8 foot arm**