

File in Real Book

RESOLUTION NO. 437

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

MUNICIPAL WATER PUMPING
(Service Furnished)

WHEREAS, PUGET SOUND POWER & LIGHT COMPANY has
offered to furnish for a period of Five (5) years,
upon the terms set forth in the following proposed form of contract, to-wit:

MUNICIPAL WATER PUMPING

NOW, THEREFORE, BE IT RESOLVED by the **Council**
(Council or Commission)
of the **City** of **Kirkland** that a
(City or Town)

contract be entered into with Puget Sound Power & Light Company for the furnishing of
Municipal Water Pumping Service

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 Kirkland, 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**
Kirkland
(City or Town)

Duly adopted this 2ND day of July, 19 56

Byrn Baggely
Mayor.

ATTEST:

Helen W. Beasley, Dep
Clerk.

MUNICIPAL WATER PUMPING POWER CONTRACT

PUGET SOUND POWER & LIGHT COMPANY, herein called "Company," and the CITY of KIRKLAND, a municipal corporation of the State of Washington, herein called "City," agree as follows:

FIRST: This contract only covers power used in connection with the operation of water distribution systems.

SECOND: DELIVERY—In consideration of the payments, and subject to the limitations, herein stipulated, the Company agrees for a period of 5 consecutive years, beginning July 25, 1936, to reserve for and furnish to the City, and City agrees during said period to buy exclusively from the Company, at the rates herein fixed, all electric power required to operate the City's water pumping plant or plants located and described as follows:

South side of 9th Avenue between 1st and 2nd Streets in the City of Kirkland.

Transformer rental - 3 - 10 kva 2300/440 volt transformers.

Metering voltage secondary, restored to primary through the monthly addition of transformer losses — .6 kw to demand and 438 kwhs for energy.

Said electric power shall be three-phase, sixty cycle, alternating current at approximately 2300 volts. Company agrees to furnish not exceeding 30 horsepower but will furnish any additional amount required by the City if it has the power available. The point of delivery shall be

At customer's pumping location as described above.

THIRD: RATES—The City agrees to pay the following rates, same being Schedule No. 40 of the Company's Electric Tariff No. I, filed with the Public Service Commission of the State of Washington:

Demand Charge—

\$1.50 per month per kilowatt, or major portion thereof, of maximum demand.

Energy Charge—

\$0.006 per kilowatt hour for the first 25,000 kilowatt hours used per month.

\$0.005 per kilowatt hour for the next 25,000 kilowatt hours used per month.

\$0.004 per kilowatt hour for the next 50,000 kilowatt hours used per month.

\$0.0035 per kilowatt hour for all over 100,000 kilowatt hours used per month.

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 City shall thereafter pay the new rates; provided, if the new rates are higher than those herein fixed, the City shall be entitled to cancel this contract.

All bills shall be payable within ten days from their date.

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FOURTH: MEASUREMENT—Maximum demand, consumption and power factor shall be measured by commercially accurate maximum demand, watt hour and power factor meters furnished and installed by Company, suitable space for which shall be furnished by the City; provided, maximum demand and power factor may at Company's option be determined either by meters or by check of service.

The maximum demand for any month is understood to be the average kilowatt demand, or average rate of use measured in kilowatts, during the fifteen minute interval in which the consumption of electric energy is greater than during any other fifteen minute interval in the month.

FIFTH: USE OF EQUIPMENT—The City agrees to install and maintain in good condition proper equipment for the use of such power and to save the Company harmless from all liability for any loss or damage caused by such equipment to either party hereto or to any person whomsoever; not to sell to others any electric power furnished hereunder, nor use or permit others to use any of such power in any other place or for any other purpose than to operate said plant.

City agrees to notify the Company before making any increase in the connected load and to operate its electric equipment so as not to impair the general service rendered by Company to its other customers. If the City's use shall impair such service to other customers, the City will, upon demand, install the proper apparatus to prevent City's power factor from falling below 85 per cent, and Company shall have the right to discontinue service to the City until such apparatus is installed.

The City agrees to use reasonable diligence to protect the Company's property from injury and Company shall have free access to all parts of the premises where its electricity is used, to inspect, repair, remove and replace its property.

SIXTH: SERVICE INTERRUPTIONS—Company shall use reasonable diligence to furnish uninterrupted service but shall not be liable for any 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 City waives and shall not assert any claims against the Company for damages to the City caused by any suspension, interruption, failure or curtailment of service by the Company under this agreement attributable in any manner to national war 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.

SEVENTH: 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 such service can no longer be rendered by reason of franchise expiration and the inability of the Company to secure a renewal thereof.

Dated this 2ND day of July, 1956.

Attest:

CITY OF KIRKLAND

Alan W. Beasley, Dep. City Clerk

By [Signature] Mayor.

Witness:

PUGET SOUND POWER & LIGHT COMPANY

[Signature]

By R. F. PLYMIRE General Commercial Manager

ABP

TRANSFORMER RENTAL CONTRACT

This Agreement Witnesseth:

That PUGET SOUND POWER & LIGHT COMPANY, as Lessor, has rented to

CITY OF KIRKLAND

as Lessee, upon the terms hereinafter stated, the following electrical equipment, to-wit:

Three - 10 kva 2300/440 volt transformers

1. Said equipment shall be installed by the Lessor upon the said premises of the Lessee described in that certain **Municipal Water Pumping** Power Contract between the parties hereto effective **July 25, 1956** and shall at all times be and remain the property of the Lessor and shall not be removed from said premises without the Lessor's written consent and the Lessee agrees to use reasonable care to protect said equipment from injury while in its possession.
2. The Lessee agrees to pay to Lessor upon demand the sum of \$ **nil - existing** to cover costs of installation and further agrees to pay to the Lessor as consideration for the use of said equipment the sum of \$ **7.63** per month on the day of each month.
3. This rental contract shall run for the same time as, and terminate with, the power contract above mentioned; provided a breach by the Lessee of any of the terms hereof will entitle the Lessor to terminate this rental contract upon five (5) days' written notice to the Lessee. At the expiration or termination hereof Lessor may remove its equipment from the premises.

DATED this 2nd day of July, 19 56

CITY OF KIRKLAND

....., Lessee

By [Signature]

PUGET SOUND POWER & LIGHT COMPANY, Lessor

By [Signature]

R. F. PLYMIRE
General Commercial Manager

JBB