

RESOLUTION NO. H 55

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

MERCURY VAPOR STREET LIGHTING

(Service Furnished)

WHEREAS, PUGET SOUND POWER & LIGHT COMPANY has
offered to furnish for a period of ten (10) years,
upon the terms set forth in the following proposed form of contract, to-wit:

MERCURY VAPOR STREET LIGHTING

SCHEDULE 54 - TARIFF I

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

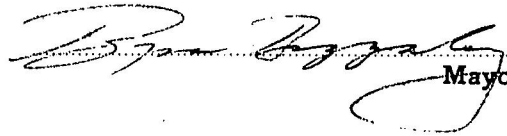
of the City of Kirkland that a
(City or Town)

contract be entered into with Puget Sound Power & Light Company for the furnishing of
Mercury Vapor 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 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 18 day of MAY, 19 59


Mayor.

ATTEST:


Clerk.

MERCURY VAPOR STREET LIGHTING CONTRACT

PUGET SOUND POWER & LIGHT COMPANY, herein called "Company," and
CITY OF KIRKLAND, 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 (10)** consecutive years beginning **May 21**, 19**59**, to buy exclusively from the Company and the Company agrees during said period to furnish to the Purchaser all of the electricity required to operate the following mercury vapor street lighting installations of the Purchaser: **located in the City of Kirkland business area.**

- 5 - 20,000 lumen (400 watts) Purchaser-owned fixtures on Purchaser-owned system at \$48.00 per lamp per year.
- 82 - 16,000 lumen (400 watts) Purchaser-owned fixtures on Purchaser-owned system at \$39.00 per lamp per year.
- 4 - 16,000 lumen (400 watts) Purchaser-owned fixtures on Company-owned poles at \$45.00 per lamp per year.

THIRD: RATES. Purchaser agrees to pay the annual rate applicable to the service furnished for each lamp in accordance with Schedule 54 of the Company's Electric Tariff No. **I** filed with the Washington Public Service Commission, said schedule being as follows:

<i>System Ownership</i>	<i>Vertical 16,000 Lumen (400 Watts)</i>	<i>20,000 Lumen (400 Watts)</i>
Purchaser-Owned system, per lamp per year.....	\$39.00	\$48.00
Purchaser-owned fixtures on Company-owned poles per lamp per year.....	\$45.00	\$54.00

Said rates are subject to change from time to time in accordance with the laws of the State of Washington, and whenever a new schedule of rates for the same class of service becomes effective the Purchaser shall thereafter pay the new rates; provided, if the new rates are higher than the rates previously applicable, the Purchaser shall be entitled to cancel this contract within thirty (30) days after the effective date of the new rates.

FOURTH: INSTALLATION. A wholly-owned system of the Purchaser 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. All Purchaser-owned equipment to be installed on Company-owned poles shall be furnished by Purchaser completely assembled (including wiring) ready to install with all necessary accessories, including ballast, lamps, brackets and related materials, and, if needed, relays, time clocks and/or electric eyes. All such equipment shall be subject to Company's approval prior to installation and shall be installed by the Company at its expense on existing poles. Such equipment shall remain the property of the Purchaser. Changes in the location of any Purchaser-owned equipment on Company-owned poles shall be made by the Company upon the written request and at the expense of the Purchaser.

FIFTH: ADDITIONAL FIXTURES. Additional lights in a Purchaser-owned system or additions thereto, or additional Purchaser-owned fixtures on Company-owned poles, shall be erected only when mutually agreed upon and all thereof shall be subject to all of the provisions of this contract. The Company will replace any lamp with an acceptable lamp of a different size included under this rate schedule, provided all such replacement equipment shall be furnished by the Purchaser.

SIXTH: LINE EXTENSIONS. Underground wiring will not be furnished by the Company for any service under this contract, and Company extensions of overhead wiring shall not exceed 500 feet to serve each fixture. If any poles in addition to existing Company poles are required the Purchaser shall pay the cost of such poles and their installation.

SEVENTH: SERVICE TO BE FURNISHED. Service under this contract shall be furnished each night continuously from dusk to dawn. The Company will supply lamp renewals, glassware cleaning and replacement, and system maintenance but shall not be responsible for normal wear and depreciation of Purchaser's equipment nor for damage by the Purchaser or third parties. Burned-out lamps shall be promptly replaced by the Company with equivalent mercury vapor lamps of standard pattern then in general use; and in case replacement is not made within twelve hours after notice the monthly charge for any such lamp shall be reduced in proportion to the period of such delay. Purchaser shall pay for replacement of parts damaged or broken by Purchaser or his agents or by third parties due to accidents or otherwise.

EIGHTH: POWER FACTOR. The Company may at any time require the Purchaser to install the proper apparatus to operate such equipment at a power factor of not less than 90%.

NINTH: BILLING. Bills shall be rendered monthly for one-twelfth of the annual rate applicable to the lights installed and shall be payable on or before the 15th of each succeeding calendar month.

TENTH: SERVICE INTERRUPTIONS. The Company shall use reasonable diligence to furnish uninterrupted service and shall not be liable for any interruptions caused by strikes and/or other labor disputes, accidents or acts of God, or any cause beyond the control of the Company, or by the necessity for making repairs or changes in the Company's equipment and facilities. 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 or local 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.

ELEVENTH: CANCELLATION. 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 18 day of MAY, 1959.

Witness or Attest:

CITY OF KIRKLAND

PURCHASER

Geo. A. Carpenter
TITLE CLERK

By [Signature]
TITLE Mayor

Witness:

PUGET SOUND POWER & LIGHT COMPANY

Glen W. Brunken

By [Signature]
R. F. PLYMARE
Vice President