

An Ordinance # 139
 Authorizing the execution of
 a contract with the Beaver
 Valley Electric Light & Power
 Company for the supply of
 electric light for the use of
 the Borough of Patterson Heights
 County of Beaver, State of Pennsylvania

Be it enacted and ordained by
 the Town Council of the Borough
 of Patterson Heights, County of
 Beaver, State of Pennsylvania, and
 it is hereby enacted and
 ordained by authority of the
 same.

Section 1:- That a proposed
 contract for the supply of
 light by electricity to the
 Borough of Patterson Heights
 between the Beaver Valley Electric
 Light and Power Company and the
 Borough of Patterson Heights as
 submitted to a meeting of
 the Town Council of said Borough
 be and the same is hereby
 approved, the said contract being
 in the words following:-

Agreement,

Agreement made and concluded
this _____ day of _____ A.D. 1913 by ^{and}
between the Beaver Valley Electric
Light and Power Company party of
the first part and the Borough
of Patterson Heights, in the County
of Beaver, State of Pennsylvania
party of the second part. Witness:
First: That the party of the first
part for the consideration
hereinafter mentioned agrees to
provide, erect, maintain and
supply with current for the
purpose of lighting the streets
and public places of the second
party Thirty-Four Candle Power
Tungsten Incandescent Lamps consuming

fifty (50) watts per hour or _____ such
Candle Power Tungsten incandescent
Lamps consuming seventy five (75)
watts per hour said lamps to be
located in the Borough at the
places indicated by the second
party but the first party shall
do all necessary cleaning and
repairing including the renewal
of the lamps whenever necessary
the said lamps to be and remain

always the property of the said first party, and when installed shall continue in use until the termination of the term hereinafter specified.

Second:- The party of the first part agrees to furnish such additional number of forty (40) Caud. power Tungsten Incandescent lamps consuming not less the fifty (50) watts per hour or such number of sixty (60) candle power lamps consuming not less than seventy-five (75) watts per hour or such number of Eighty (80) candle power lamps consuming not less than one hundred (100) watts per hour as may be required and demanded by the party of the second part during the first year of the term hereinafter mentioned, and to maintain, repair and keep the same in the manner set forth in the first paragraph above, such lamps, however when installed to continue in use until the termination of the term hereinafter set forth:

Third:- This contract and the duties and obligations of the parties hereunder shall continue for the term of five years and eight months from the first day of February 1913 and upon going into effect shall supersede and

cancel all previous contracts for light and power made with the party of the first part. Fourth:- In consideration of the undertakings of the party of the first part as herein set forth and the faithful performance thereof, the party of the second part agrees to pay to the first party for each forty candle power Tungsten Incandescent Lamp installed under this contract $\$16.00$ Dollars per annum for the term of this contract, for each Sixty Candle Power Tungsten Incandescent Lamp $\$20.50$ per annum and for each Eighty candle power Tungsten Incandescent Lamp $\$26.00$ per annum. All payments shall be made monthly each month to be counted the

one twelfth part of the annual price, and shall be paid on or before the ~~fifteenth~~ 15th. day of each month preceding.

Fifth:- The said Incandescent Lamps when installed shall burn from dusk till dawn every night in the year and it is agreed that should any light or lights fail to burn continuously during the times above set forth, or should any light or lights fail to give the prescribed amount of light during said times deductions shall be made from the price on payments herein above ~~mentioned~~ ^{agreed} to be paid each deduction shall be the amount of the contract price for the time or times such light or lights fail to burn or give the prescribed amount of light. The party of the second part agrees as far as may be possible to report promptly to the party of

the first part all such outages or failures to burn properly.

Sixth:- The first party further covenants in consideration of the making of this contract by the party of the second part, to provide and install all necessary equipment and fixtures to provide an efficient and complete system of lighting known as the Street, Street, Tungsten Incandescent Light System.

SEVENTH:- The party of the first part further agrees that the party of the second part be permitted to change the Incandescent lamps now installed to Arc lamps by paying the same price for such Arc lamps as the first party charges in any of the Boroughs in which it has contracts for such light; provided however, that such change is not made during the last three years of this contract.

Eighth:- All poles shall be weathered and shall be kept weathered, and the lamps shall be carried at such height as the party of the second part may desire.

The party of the second part shall protect the property of the party of the first part as far as possible from breakage or damages under its existing ordinances.

Ninth:- Should the party of said first part during the life of this contract furnish current for light or power at a rate less than the rates herein specified to any other Borough or School District then the rates herein specified shall be reduced to conform to such less rate.

Tenth:- The party of the first part will save indemnify and keep harmless the said Borough of Patterson Heights of and from all suits costs, charges and damages because of injuries to persons or property by reason of the poles, wires, lamps or other appliances of the first party being upon the highways of the second party and this whether the poles, wires, lamps or appliances of the first party are the direct or indirect cause of the injury.

Eleventh:- It is agreed between the parties hereto that rate charged to the residents of Patterson Heights for electric current for domestic purposes shall be as low as that charged by the first party to the residents of any other municipality.

~~twelfth~~:- The party of the first part agrees to pay all expenses of preparing and publishing this ordinance.

thirteenth:- The party of the first part further agrees to furnish during the life of this contract a reasonable amount of light in the Municipal Building in the said Borough free of cost to the party of the second part.

fourteenth:- This contract is made and executed in pursuance of an ordinance of the Borough of Patterson Heights entitled:

"An ordinance authorizing the execution of a contract with the Beaver Valley Electric Light and Power Company for the supply of electric light for the use of the Borough of Patterson Heights, County of Beaver State

of Pennsylvania" duly passed,
published and approved by the Board
and entered upon the Ordinance Book
of the said Borough.

In witness whereof the first
party has caused its corporate seal
to be hereto affixed and this agreement
to be signed by the President of its
Town Council and attested by the Secretary
thereof, the day and year first
above written.

Brown Valley Electric Light & Power
By _____
General Manager

Secretary

Borough of Patterson Heights
By _____
President of Town Council

Attest.

Secretary

Section V:- All ordinances or parts
of ordinances inconsistent herewith be
and the same are hereby repealed.
Section 3:- That the proper officers be as
they are hereby authorized and directed
to execute and deliver on behalf of the
Borough of Patterson Heights the contract
herein above approved.

Enacted and ordained by the Town
Council of the Borough of Patterson
this 9th day of January 1913

Thomas R. Watson President of Council

Attest
B. H. Boss
Secretary

Approved this 10 day of January

1913.

Proctor

Published and Posted
March 12-14th and 26th 1913.

Burgess

B. H. Boss
City of Lawrence