

An Ordinance #38

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.

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, Made and concluded this _____ day of _____ A.D. 1912 by and between the Beaver Valley Electric

Light & 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. Witnesseth:-

First:- That the party of the
first part for the consideration
hereinafter mentioned agree
to provide, erect, maintain and
supply with current for the
purpose of lighting the streets
and public places of the second
party ~~with~~ Sixty 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 the necessary cleaning
and repairing, including the
renewing 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 lamps of the same type as heretofore specified and such number of Forty (40) candle power Tungsten incandescent lamps consuming not less than fifty (50) 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 six years of the term herein after mentioned and to maintain, operate and keep the same in the manner as 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 seven years and months from the day, 1912 and upon going

into effect shall supercede
and cancel all previous
contracts for light & power
made with the party of the
first part.

FOURTH. In consideration of the
undertaking 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 sixteen (16^{c})
dollars per annum, for the
term of this contract, for each
sixty candle power tungsten
incandescent lamp, twenty dollars
and fifty cents (20.50) per annum
and for each eighty candle power
tungsten incandescent lamp
twenty six dollars (26^{c}) per annum.
All payments shall be made
monthly each month to be
counted the our twelfth part of
the annual price and shall
be paid on or before the 15^{th}
day of each month, for the
month preceding.

Fifth:- The said incandescent lamps when installed shall burn from dusk till dawn every night in every 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 or payments heretofore 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 feed lines, apparatus and fixtures to provide an efficient and

Complete system of lighting known as the Street Series Tungsten-arc and escent light system.

SEVENTH:- The party of the first part further agrees that the party of the second part is 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 maintained and shall be kept neatly painted 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 the 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 injury 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 also 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 charges to the Residents of Patterson Heights for electric Light 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 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:-

THIRTEENTH:- The party of the first part agrees to pay all expense of preparing ^{and} publishing this ordinance.

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 & Power Company for the supply of electric light for the use of the Borough of Patterson Heights Pennsylvania.

duly passed, published and
approved by the Burgesses and
Citizens upon the ordinance
Book of the said Borough.

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

Beaver Valley Electric Light & Power
By _____
gen. manager

Attest.

Decy

Borough of Paterson Heights
By _____
President of Town Council

Attest

Decy.

Section (2) That the proper officers
be and they are hereby authorized
and directed to execute and
deliver on behalf of the Borough
of Patterson Heights, the contracts
herein above approved.

Enacted and obtained by
the Town Council of the Borough
of Patterson Heights this 9th day of
May 1912.

Attest
C. H. Bass
Clerk
Thomas R. Watson Pres. of Council

Approved this 12 day of June A. D. 1912

By
Burgess

Not published.
Not posted