

An ordinance contracting with the Mt. Defiance Water Power and Light Company for water, fire and street purposes and authorizing the Mayor and Recorder of said City to execute a written contract for and on behalf of the City of Hood River with said Company for the supplying of such water.

The City of Hood River does ordain as follows:

Section 1. Said City of Hood River hereby agrees with the Mt. Defiance Water Power and Light Company to take water for fire extinguishing purposes from said Company for a period of Ten years from and after the completion of the water system of the said Mt. Defiance Water Power and Light Company within said City of Hood River to the hydrants hereinafter named and to pay to said Company at the end of each month from and after the water is turned in to said water system by said Company three dollars per month for each hydrant required by said City and hereby agrees to require during said period not less than twenty-three hydrants; all such hydrants shall be two plug hydrants and suitable for use for two and one-half inch fire hose.

Section 2. The Mayor, Council and Recorder of said City are hereby authorized and directed to make and execute for and on behalf of the City of Hood River a written contract with said Mt. Defiance Water Power and Light Company in words and figures as follows, to wit:

MEMORANDUM OF AGREEMENT, made and entered into in duplicate this _____ day of _____ 1903, by and between the Mt. Defiance Water Power and Light Company a corporation incorporated and organized under the laws of the State of Oregon, party of the first part and the City of Hood River, a municipal corporation of the State of Oregon, party of the second part, WITNESSETH:

In consideration of the payment to be made by the party of

the second part as hereinafter provided, the party of the first part hereby undertakes and agrees to furnish to the party of the second part for a period of ten years commencing within one year from this date and when the water system of the party of the first part is completed in the City of Hood River not less than twenty-three two plug hydrants and to supply the same at all times during said period of ten years with water under a pressure of not less than ~~80~~ eighty pounds to the ^{Six}inch for fire extinguishing purposes; said hydrants shall be placed at the following points in said City of Hood River:- On State Street one such hydrant at the intersection of Second Street; one at the intersection of Fourth Street; one at the intersection of ~~State~~ ^{Irving} Street and one ~~two~~ ^{three} hundred and fifty feet West of the intersection of Irving and one at the intersection of Park Street; on Oak and River Streets one each at the intersection of First, Third and Fifth Streets and one two hundred and fifty feet west of the intersection of Irving Street and one at the intersection of Park Street; one at the intersection of Second and Oak Streets; one at the intersection of Second and River Streets in Waucoma; on Columbia Street one at the intersection of Third Street and one at the intersection of Fourth Street; one at Park Avenue and Hazel Street and two at such other points within the present boundaries of Pleasant View addition to Hood River as may be designated by the Street Commissioner of said City.

The party of the first part further agrees that whenever the Common Council of said City of Hood River shall order additional hydrants not less than six in number at any one time placed in any other part of said City, the party of the first part shall within six months after such order shall be served upon it, lay a six inch water main to the place within said City where such additional hydrants are to be placed, provided that such additional hydrants shall be placed not more than three hundred and fifty feet apart

and all such additional hydrants to be placed on the West side of the stream of Hood River.

The party of the first part further agrees that its reservoir or reservoirs supplying said water system shall at all times except when being cleaned or repaired, contain not less than two hundred and fifty thousand gallons of water and shall be at least two hundred and eighty feet above the grade of First and Oak Streets as now established.

The party of the first part further agrees at all times during the period of this contract to keep its water system and said hydrants in good repair and good condition.

The party of the second part hereby agrees that it will take water for fire ~~protective~~ purposes from the party of the first part as herein specified for a period of ten years, commencing upon the completion of the water system of the party of the first part in the City of Hood River and shall pay to said party of the first part for water supplied by it for fire purposes three dollars per month for each and every two plug hydrant furnished by the party of the first part as herein provided, the whole number of hydrants to be furnished by the party of the first part to be not less than twenty-three.

The party of the first part agrees to commence the construction of its proposed water system within ten days after its acceptance of an ordinance granting to it the right and privilege to lay its pipes within the City of Hood River and to complete such system sufficiently to enable it to furnish water to said hydrants as herein provided within twelve months from the date of such acceptance.

IN WITNESS WHEREOF, the ~~and~~ said party of the first part said parties have caused these presents to be executed, the party of the first part by its President and Secretary, they being duly authorized thereunto by a resolution of its Board of Directors, and the party of the ~~second~~ 11

The party of the second part by its Mayor and Recorder, they being duly authorized thereunto by ordinance of the Common Council of said City duly enrolled and approved, and their respective corporate seals to be hereunto affixed the day and year first above written.

As a further consideration of the City of Hood River, contracting with the Mount Defiance Water Power and Light Company for the continuous use for a period of not less than ten years twenty-threestwo plug fire hydrants for fire protection the said Mt Defiance Water Power and Light Company agrees to furnish to the said City of Hood River without additional charge a sufficient quantity of water for flushing sewers at least once per week and for a drinking fountain for man and beast to be erected in the said City of Hood River by said City.

Within ten days after this ordinance becomes a law the said Mt. Defiance Water Power and Light Company shall file a bond in the sum of five thousand dollars to be approved by the Mayor and Council guaranteeing that the said Mt. Defiance Water Power and Light Company will perform all of the conditions of this ordinance as herein provided.

Passed the Common Council of the City of Hood River this
_____ day of _____ 1903.