

An Ordinance granting a franchise to the Southern States Power Company, its successors and assigns, in and for the Town of Greenwood, Florida, for a period of twenty years, for the construction, operation and maintenance of electric utilities, and for sale of electric energy, and fixing the terms, conditions and limitations thereof.

SECTION 1. Be it ordained by the Town Council of the Town of Greenwood, Florida, that for and in consideration of the undertaking of the Southern States Power Company to furnish electric light, power and heat to the Town of Greenwood, Florida, as set forth in contract of even date herewith, that the Southern States Power Company, a corporation, its successors and assigns be and they hereby are, granted the right to erect, maintain and operate an electric light and / or power plants, or plants and / or systems and to erect, maintain and operate all needful or desirable distribution and service lines with the Town of Greenwood, Florida, along, upon, across and under streets, alleys, avenues, parks and public places within the Town of Greenwood, Florida.

SECTION 2. Be it further ordained that the said Southern States Power Company, a corporation, its successors and assigns, are hereby granted the right, authority and privilege to maintain and operate underground subways, conduits, poles and wires, and electric energy distribution and service lines, above, upon and under all the streets, alleys and public grounds of said Town for the transmission and for sale of electric current for light, heat and power, and other purposes; and the same to maintain, change, modify and regulate.

SECTION 3. Be it further ordained that the said Southern States Power Company, its successors and assigns, are hereby granted the right to supply power in, through, and across the said Town by and from plants situated outside of said Town, provided that the said corporation, its successors and assigns shall at all times supply adequate electric current to said town, and its inhabitants, at the rates submitted in the proposal attached hereto, which shall remain in full force and effect until changed by mutual agreement, or by constituted authority.

SECTION 4. Be it further ordained that the franchise, and the rights, authority and privilege herein granted shall run and continue for a period of twenty years.

SECTION 5. Be it further ordained that the franchise, and the rights, authority and privileges herein granted, shall be and they hereby are vested in the Grantee, Southern States Power Company, a corporation, and its successors and assigns, exclusively for a period of twenty years from date hereof.

SECTION 6. Be it further ordained that the poles, towers, conduits, cables, conductors, transforming stations, fittings, appliances and appurtenances shall be so constructed as not to unreasonably interfere with the proper use of the streets, avenues, alleyways, bridges, and public places in said Town of Greenwood, Florida and shall be maintained in a reasonably good condition and repair.

SECTION 7. Be it further ordained that whenever the said grantee Southern States Power Company, its successors and assigns, shall cause any opening, or alteration to be made in any of the streets, avenues, alleys, ways, bridges or public places of said Town of Greenwood, Florida, for the purpose of installing, maintaining, operating or repairing any poles, towers, conduits, cables, wires and other appliances, the work shall be completed within a reasonable time, and the grantee shall, upon completion of such work, restore such portion of the streets, avenues, alleys, ways or other public places to as good condition as it was before the opening, or alteration was so made.

SECTION 8. Be it further ordained that the said Southern States Power Company, its successors and assigns, shall hold said Town of Greenwood harmless from any and all liability or damages resulting from negligence of the Grantee of this franchise in the construction, maintenance, or operation of said poles, towers, conduits, wires, cables, and other appliances.

SECTION 9. Be it further ordained that the said Southern States Power Company, its successors and assigns, may, from time to time, declare, make and enforce reasonable rules and regulations as a condition for the sale or distribution by it of electric current or energy, to any person, firm or corporation.

SECTION 10. Be it further ordained that in the event the supply of electric energy, should be interrupted or fail by reason of accident or otherwise beyond the control of the grantee of this franchise, the grantee hereof shall restore the service within a reasonable time and such interruption shall not constitute a breach of this franchise, nor shall the Grantee be liable for damages by reason of such interruption or failure.

SECTION 11. Be it further ordained that the said Southern States Power Company, the grantee, herein, shall install and maintain, free of charge, meters for measuring current, and shall have free access to the premises of the consumer, from time to time, for the purpose of reading, repairing, testing, and maintaining the meters and appurtenances, and shall have the right to make a charge of \$1.50 per month per meter for lighting service furnished hereunder, whether electric current of that value is used or not. Such meters shall remain the property of the grantee.

SECTION 12. Be it further ordained, as a condition precedent of the taking effect of this franchise and of the grant of authority, right and privilege hereby made, that the Town of Greenwood does hereby reserve to itself, and the said Southern States Power Company, the grantee herein, does hereby give and grant to said Town of Greenwood, Florida, the right, at and after the expiration of said term, to purchase the electric light plant, or system, and all other property used in connection with the right or franchise hereby granted, which may be situated within the Town of Greenwood, Florida, or such part of such property as the Town of Greenwood may desire to purchase, at a valuation of the property, real and personal, desired by the Town of Greenwood, which valuation shall be fixed by arbitration as may be provided by law; and the Grantee of this franchise by the acceptance of this ordinance shall be deemed to have given and granted the Town of Greenwood such right of purchase.

Adopted by the Town Council, this 23 day of August, 1927.

Attest:

W. A. Pender Jr.  
Town Clerk.

TOWN OF GREENWOOD, FLORIDA

By W. A. Pender  
Chairman Town Council

Approved by me this 23 day of August, 1927.

B. R. Willis  
Mayor.