

ORDINANCE # 144

AN ORDINANCE GRANTING A FRANCHISE TO THE WESTERN LIGHT AND POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, TO OWN, ERECT, CONSTRUCT, OPERATE AND MAINTAIN A PLANT OR SYSTEM FOR THE SUPPLY, DISTRIBUTION AND SALE OF ELECTRICITY FOR LIGHT, HEAT, POWER AND ALL OTHER LAWFUL PURPOSES TO THE TOWN OF MEAD AND THE INHABITANTS THEREOF AND ANY AND ALL ADDITIONS HEREAFTER MADE TO SAID TOWN, BY MEANS OF POLES, WIRES, CONDUITS, OR OTHER NECESSARY OR CONVENIENT METHOD, OVER, UPON, THROUGH AND ACROSS ALL STREETS, AVENUES, ALLEYS, BRIDGES AND OTHER PUBLIC PLACES IN SAID TOWN AND ANY AND ALL ADDITIONS HEREAFTER MADE THERETO, AND FIXING THE TERMS AND CONDITIONS OF SUCH GRANT:

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO:

SECTION 1: There is hereby granted to The Western Light and Power Company, for a period of twenty-five ^{from} (25) years and after the passage of this Ordinance, the right, Privilege and franchise to own, erect, construct, operate and maintain within the Town of Mead, a plant or system to supply, distribute and sell electricity for light, heat, power and all other lawful purposes to the Town of Mead and the inhabitants thereof; with the further right, privilege and franchise to erect, construct, operate and maintain under, over, upon, across and through all streets, avenues, alleys, bridges and other public places in said Town of Mead, all necessary poles, cross-arms, transformers, wires, conduits and other appliances for the purpose of supplying, distributing and selling electricity for light, heat, power and all other lawful purposes to the said Town of Mead and the inhabitants thereof; and generally all the rights, privileges and franchises necessary or convenient for the successful prosecution of the business of manufacturing, supplying,

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distributing and selling electricity for light, heat, power or any other lawful purpose within and to the said Town of Mead and to the inhabitants thereof.

SECTION 2. The rights-of-way herein granted to The Western Light and Power Company shall at all times be subject to all lawful ordinances and regulations of the Town of Mead now or hereafter adopted, concerning rights-of-way for similar purposes or the proper care of the streets, avenues, alleys, bridges and other public places in said Town of Mead.

The Western Light and Power Company before entering upon the enjoyment of the rights, privileges and franchises herein granted, shall execute and deliver to the Town of Mead its bond in the sum of five thousand dollars (\$5,000.), conditioned that it will, at its sole cost and expense, restore to its former condition, as near as may be, any place in the streets, avenues, alleys, bridges and other public places which is entered upon and broken or excavated by said Company; and conditioned also that The Western Light and Power Company shall and will indemnify and hold the said Town of Mead harmless from any and all damages to persons or property occasioned by the negligence of The Western Light and Power Company.

SECTION 3: In consideration of the mutual benefits accruing and to accrue to the Town and the Company under this ordinance, the Town of Mead has and does hereby agree to take and pay for all its municipal lighting and service from The Western Light and Power Company during the full term of this franchise and The Western Light and Power Company has and do

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hereby agree to furnish all said lighting and service during the full term of this franchise upon the terms hereinafter specified for "Municipal Rates." The Town of Mead has and does hereby further agree to take and pay for at least two hundred dollars worth of electricity and service per annum, during the full term of this franchise, at said municipal rates.

SECTION 4: The Western Light and Power Company is hereby authorized to charge and collect for electricity and service furnished hereunder to the Town of Mead and the inhabitants thereof upon the following basis:

1. COMMERCIAL LIGHTING, METERED: BUSINESS HOUSES:

For service 24 hours per day 10¢ per kilowatt hour, subject to the following discounts if paid within 10 days after due:

\$1.00 to \$10.00 per month	5%
10.00 to 25.00 per month	10%
25.00 to 50.00 per month	15%
50.00 to 75.00 per month	20%

2. RESIDENCE LIGHTING, METERED:

For service 24 hours per day 12¢ per kilowatt hour, subject to the following discounts if paid within 10 days after due:

\$1.00 to \$10.00 per month	5%
10.00 to 25.00 per month	10%
25.00 to 50.00 per month	15%
50.00 to 75.00 per month	20%

A minimum bill of \$1.25 per month with free carbon lamp renewals.

3. COMMERCIAL AND RESIDENCE FLAT RATE:

Display lighting service to be controlled by Co.

9 o'clock lighting	8¢ per kilowatt hour
11 o'clock lighting	6¢ per kilowatt hour
12 o'clock lighting
.....
12 o'clock lighting	5¢ per kilowatt hour
Flat rate lighting...	1.4¢ per watt connected, per month.

Current consumption calculated, consumer furnish lamps. Contracts made for not less than one year. Minimum bill 70¢ per month.

All flat rates paid in advance. Service to be disconnected if bills are not paid by the 10th of each month.

4. MUNICIPAL RATES:

Installation and maintenance at expense of Company.

Arc lamps or equivalent all night...\$100.00 per annum
Arc lamps or equivalent midnight service \$60.00 per annum
60-watt tungsten all night 21.00 per annum
25-watt tungsten all night 7.50 per annum

Other lighting at regular metered rates, as per paragraph No. 1 above.

Rates for service not specified above to be in accordance with Tariff No. Two (2) filed by The Western Light and Power Company with the Public Utilities Commission, effective April 27th, 1915.

All bills for electricity and service hereunder (except flat rate service) shall be due and payable to said Company on the last day of the calendar month during which such electricity and service is furnished; and payment of delinquent bills may be enforced in accordance with Section five (5) hereof.

SECTION 5: The Western Light and Power Company is hereby granted the right to make and establish all reasonable rules and regulations, not inconsistent with law, concerning the furnishing of electricity and service, and it is hereby granted power and authority to enforce such rules and regulations by entering upon the premises of any consumer and removing therefrom any meter, apparatus, appliances or material therein belonging to The Western Light and Power Company, and forthwith discontinue the furnishing of electricity and service to such consumer, until such rules and regulations are fully complied with.

SECTION 6: All the right, privileges and franchises herein granted to, and all the terms, conditions and obligations herein imposed upon, said The Western Light and Power Company, shall enure to, and be binding upon, its successors and assigns.

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All the rights, privileges and franchises herein granted to, and all the terms, conditions and obligations herein imposed upon, said The Western Light and Power Company, its successors and assigns, shall extend to and be in effect in any and all additions hereafter made to said Town of Mead.

SECTION 7: Before entering upon any of the streets, avenues, alleys, bridges or other public places in the said Town of Mead The Western Light and Power Company shall file with the Clerk and Recorder of said Town of Mead an acceptance in writing of the terms and conditions hereof.

SECTION 8: The Western Light and Power Company shall be prepared and ready to furnish electricity in said Town of Mead within six (6) months from and after the date of the passage and publication of this Ordinance.

SECTION 9: It is hereby expressly agreed that The Public Utilities Commission of the State of Colorado has full power and authority over both parties hereto in all matters stated or contemplated in this franchise.

THE TOWN OF MEAD


By

J. E. Kille
Mayor

Attest:

J. L. Gammill

Posted in six (6) public places in the Town of Mead,
Colorado, by order of the Board Of Trustees of the Town of
Mead, made at the regular meeting of said Board held on
Tuesday the seventh day of September, 1915.



Clerk and Recorder of the Town
of Mead.

First Posting September 21 1915.

To October sixth, 1915.