

On the following date the City and Gas Board called  
 Messrs. Walter Moore, Thompson, Marks, Torrey, McAlister  
 and W. K. Ellip. Now there

An Ordinance  
 An Ordinance granting to The Goldspaw Engineering &  
 Main Supply Company, its successors and assigns, the  
 franchise and right to construct, erect, equip and maintain  
 electrical power stations and plants with the necessary ap-  
 pertainances, equipments and machinery, and to operate  
 same, and to generate, transmit, distribute, sell or hire electricity  
 for lighting and power purposes within the the Town of Breckenridge,  
 Colo.  
 Be it ordained by the Board of Trustees of the Town of Breckenridge,  
 Colo.

Section 1. That subject to the qualifications and conditions  
 hereinafter contained, there is hereby granted to The Goldspaw  
 Engineering & Main Supply Company, of Breckenridge,  
 Colorado, its successors and assigns, for a period of thirty  
 (30) years from the date of the adoption of this ordinance  
 the right, franchise and privilege to construct, erect, equip, main-  
 tain and use, electrical power stations and plants with their nec-  
 essary appurtenances, equipments and machinery within the  
 limits of the Town of Breckenridge, and also poles and wires  
 upon and over the streets, avenues and alleys, and alleys  
 and public places, where necessary for the transmission and dis-  
 tribution of electricity for lighting and power purposes  
 Section 2:

The said Goldspaw Engineering & Main Supply Company, its  
 successors and assigns, shall erect and set its poles for  
 wires at the outer sidewalk line of all streets and around  
 and at or near the side line of all alleys, and place such  
 poles so that neither they nor the wires to be strung thereon  
 will interfere with the use of any Gas lamp, water-hydrant,  
 alarm post, telephone, electric light or telegraph pole or wire  
 now erected; said wires shall be covered with good insu-  
 lating material; said wires shall be strung and main-  
 tained at a distance of not less than twenty feet (20) feet  
 from the surface of the ground. Provided, such wires  
 may be placed beneath the surface of the ground. But  
 in no event shall wires be strung or laid within six feet  
 of any telephone, electric light or telegraph wires that

in use in said Town, and provided further, said wires shall not be strung within ten (10) feet of any fire-alarms wires or box in use in said Town

Section 3. The said The Goldspan Engineering & Machine Supply Company, its successors and assigns, shall commence to furnish electric light and power as provided by this ordinance on or before August 1<sup>st</sup> 1901. Provided however, that any portion of the time above mentioned, during which the said Company, its successors and assigns, may be enjoined or delayed by legal proceedings, the same shall not be counted in computing the said period of time, but it shall be expressly exempted and the time thereby so much extended.

Section 4.

From the time of so commencing to furnish electric light and power as aforesaid, said The Goldspan Engineering & Machine Supply Company, its successors and assigns, shall, whenever requested or directed so to do by a vote of the Board of Trustees, provide and place in proper position at all such places as shall be designated by the Board of Trustees, one or in any or all streets, avenues, alleys and public places in said Town, arc lamps of best quality, and cause same to be properly trimmed, cared for and lighted, and kept burning from twilight of the evening until twilight of the following morning of each and every night, for which service said Company shall charge and collect from the said Town a sum not to exceed Eleven and one half dollars (\$11.50) per month for each such lamp so burned; payable at the end of each month in Town warrants, and for each such arc lamp kept burning from twilight in the evening until midnight of each and every night, said Company shall charge and collect from said Town a sum of not to exceed six and one half dollars (\$6.50) per month, payable at the end of each month in Town warrants.

For each incandescent lamp of not less than six (6) candle power furnished to said Town at its request, burning all night, said Company shall charge and collect in like manner not exceeding one dollar and twenty cents (\$1.20) per month, for each incan-

descent light of not less than sixteen (16) Candle power furnished said Town at its request, to remain until, Midnight, said Company shall charge and collect in like manner not exceeding fifty cents ( $50^{\text{cs}}$ ) per month provided incandescent lights shall be furnished free of charge to the Town as follows.

Three (3) 74 Candle power lights in Council Chamber

Two (2) 37 Candle Power lights in Horse stables

For each incandescent light of not less than thirty two (32) Candle power, furnished to said Town at its request said Company shall charge and collect in like manner not exceeding two dollars ( $2^{\text{00}}$ ) per month

And said Company, its successors and assigns, shall so furnish all such arc and incandescent lights as the Board of Trustees may from time to time request and order

Arc and incandescent lights of like quality, as stated above, shall be furnished to all such citizens of said Town by said Company as they be ordered at the following prices to-wit: Arc lights, per light, burning all night, per month, Twelve and one half dollars ( $12^{\text{50}}$ ); Arc lights per light, burning until Midnight, per month, Seven dollars ( $7^{\text{00}}$ ); Incandescent lights, sixteen (16) Candle power, burning all night, per month, One and twenty five one hundredths dollars ( $1^{\text{25}}$ ); Incandescent lights, sixteen (16) Candle power, burning until Midnight, per month Twenty five cents ( $25^{\text{cs}}$ ). In all places where meters are used, the charges shall not exceed Eighteen Cents ( $18^{\text{cs}}$ ) per one thousand (1000) water hours.

The rental price of meters shall not exceed twenty five cents ( $25^{\text{cs}}$ ) per month, until the sum of fifteen dollars ( $15^{\text{00}}$ ) or the purchase price of the meter is collected

Section 5. The erection, operation and management of the works and plant of said Company shall be subject to the provisions of all ordinances of said Town of Brookfield, now in force and not in conflict herewith

Section 6. The said The Goldpan Engine & Mill Supply Company, shall, within thirty days of the passing of this ordinance, file with the

Town Recorder of the Town of Brockwidge its acceptance in writing, of all the terms, conditions and provisions of this ordinance, signed by its proper officers, and attested by its corporate seal, which acceptance shall be recorded by the said Town Recorder in the book of ordinances of said Town, and from and after the filing of such acceptance, this ordinance shall have all the force and effect of a contract between the said Town of Brockwidge and the said Goldsaw Engineering & Mine Supply Company Section 7.

Within thirty days of the adoption of this ordinance the said, The Goldsaw Engineering & Mine Supply Company shall execute and deliver a bond to the Town of Brockwidge in the penal sum of Ten Thousand dollars, (\$10,000) to be approved by the Board of Trustees, conditioned that said Company shall and will save and keep the said Town and its inhabitants indemnified for and on account of any and all damages that may be caused to said Town or its inhabitants by reason of the negligence or failure of said Company, its successors and assigns, in the establishing, maintaining and conducting said Electric Light and power business, with good and sufficient sureties to be approved by the Board of Trustees of said Town, and whenever, during the life of said franchise, the Board of Trustees shall, from time to time, deem the sureties, or any one or more of them, insufficient, the said Company, its successors and assigns, shall, within thirty days after notice to do so, satisfy the Board of Trustees of the sufficiency of such sureties or furnish other sureties to the satisfaction of said Board of Trustees.

Section 8.

Whenever the said Goldsaw Engineering & Mine Supply Company, its successors or assigns, shall knowingly and willfully neglect or refuse to furnish electric light or power to the Town of Brockwidge, or its citizens, in the manner and upon the terms and conditions in this ordinance provided to be done, and upon reason-

able demands shall continue such refusal or neglect. Then and in that event the Town of Proctor judges reserves the right to repeal this ordinance and revoke the franchises in this ordinance granted  
Section 4.

Whenever Electric wires shall be carried through wooden walls or partitions, such wires at the points of passing the walls and partitions as aforesaid, shall be protected by non-conducting tubes, so that the wires shall not be brought in contact with the wood or other combustible material

Witness my hand  
at Proctor  
this 1st day of June 1900  
Jack Daniels  
Town Recorder

Robt. W. Foster  
Mayor