

FRANCHISE

AN ORDINANCE PROVIDING FOR THE CREATION AND SALE
OF A FRANCHISE FOR THE CONSTRUCTION, MAINTENANCE,
AND OPERATION OF A TELEPHONE EXCHANGE AND SYSTEM
WITHIN THE CORPORATE LIMITS OF THE TOWN OF

Smiths Grove, Warren COUNTY, KENTUCKY,

UPON THE TERMS AND CONDITIONS HEREIN STATED.

THE BOARD OF TRUSTEES OF THE TOWN OF Smiths Grove
KENTUCKY, DO ORDAIN AS FOLLOWS:

Section 1. That the right and franchise are hereby granted to the purchaser hereof, its successors and assigns, for a period of twenty (20) years from the effective date hereof, to construct, renew, maintain, extend, acquire, and operate such telephone lines, poles, wires, cables, conduits, anchors, vaults, laterals, and other fixtures and equipments in, along, upon, through, over, under, and across the public streets, avenues, alleys, thoroughfares and public grounds in the town of Smiths Grove, Warren County, Kentucky, as may be necessary or convenient for supplying to the citizens of said town and to the public at large, telephone service and communication by telephone or other electric signals and for conducting a general telephone business in and around said town.

Section 2. The change of location of any existing telephone lines, wires, poles, cables, conduits, anchors, vaults, laterals, and other fixtures and equipment of said purchaser, its successors and assigns, and the location and relocation of any additional telephone lines, poles, wires, cables, conduits, anchors, vaults, laterals, and other fixtures and equipments of said purchaser, its successors and assigns, in, along, upon, through, over, under, and across, public streets, avenues, alleys, thoroughfares, and public grounds in said town shall be made under the direction of Committee of Streets and Public Grounds or of said Board of Trustees or such town's officer or officers as

may be designated for the purpose from time to time by the Board of Trustees of said town. The purchaser shall promptly replace any portion of the curbing, gutter, sidewalks, or streets in said town that may be damaged by reason of any such constructions, renewal, change or extension and upon its failure to do so after thirty (30) days' written notice shall have been given it by said town, the town thereafter may make such repairs at the cost and expense of said purchaser. All of said poles, wires, cables, conduits, vaults, anchors, laterals, and other fixtures and equipment shall be so placed and maintained, and all work in connection therewith shall be so performed, as not to interfere unreasonably with ordinary travel on said streets, sidewalks, avenues, alleys, and thoroughfares in said town.

Section 3. Nothing herein shall be construed so as to give the purchaser or its successors and assigns any exclusive rights or privileges hereunder; provided, however, that said town shall not grant to anyone any right or franchise which would be inconsistent with or prejudicial to the rights or privileges of said purchaser, its successors and assigns hereunder.

Section 4. The purchaser shall maintain, operate, extend and from time to time renew its telephone exchange in said town in such manner as will, in its judgment, enable it to render at all times efficient telephone service to its subscribers and patrons therein.

Section 5. As consideration for the granting of this franchise and of rights and privileges herein specified, said town shall have the

right to use, free of charge, space in one duct in said conduits and on the cross arms or attachments (which are to be furnished by the town) on said poles, or as designated by the company, that are located within said town for erecting, maintaining and operating its police and fire alarm wires and boxes; provided, however, no electric transmission or distribution wires or lines shall be placed on said poles or in said conduits by said town. Said wires and boxes are to be erected, maintained and operated by the town at its own expense, but on locations and contacts with the consent of said purchaser, and no locations or contacts shall be permitted which, in the judgment of the purchaser, will interfere with the purchaser's use of said poles and conduits in furnishing communication and telephone service. The right granted said town shall be in lieu of any and all occupation, or other excise taxes, which said town now or hereafter might legally impose upon said purchaser, but this said provision shall in no wise affect the liability of the purchaser for the payment of any and all ad valorem taxes legally due or to become due to said town from the purchaser.

Section . Within ten days after the passage of this ordinance the clerk of said town shall publish this ordinance at least once as required by law, in some newspaper published and having general circulation in and about said town. The sale of said franchise shall be at public outcry to the highest and best bidder, and shall be made at the office of the Board of Trustees of said town at the hour of ^{A.M.} 2:00 P.M. standard time on the 19 day of April, 1943, at which time the said Board of Trustees shall meet for the acceptance or rejection of bids, hereby reserving the right to reject any and all bids. The sale shall be made by the Chief of Police or the Marshall of said town, or in case of absence of these officers, then

by one designated by the Board of Trustees at that time. The sale shall be made subject to the terms hereof, by written or printed notice published as aforesaid in some newspaper with general circulation or by posting in at least three public places in said town; one copy at the Town Hall and one copy in at least two other public places in said town. The purchaser to whom said franchise may be awarded shall pay the amount of said bid in cash or duly certified check to the Treasurer of said town within ten days after said franchise is awarded, and the acceptance of said payment or payments shall vest the purchaser, its successors and assigns, with all rights and privileges herein granted.

Section . After the sale of said franchise herein provided for, it is understood that said Board of Trustees shall pass an ordinance in due and regular form rejecting any and all bids made at said sale, or accepting the highest and best bid thereat. In the event said Board of Trustees accepts said bid in said ordinance, it shall award said franchise to said purchaser.

Provided, however, that said purchaser shall file with the Clerk of said town, within thirty (30) days from the date of the passage of said ordinance accepting said bid, its written acceptance of this franchise. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Introduced this 1st day of Feb —, 1943

Approved this 5th day of Apr, 1943

J. M. Mearns
Chairman

ATTEST:

J. H. Butler
Clerk