

City Council of Greenville }  
 To Ordinance }  
 Greenville Gas & E. & P. Co. }

An Ordinance Contracting With The Greenville Gas & Electric Light and Power Company, Of The City Of Greenville, S. C. To Light The City Of Greenville S. C. With Electricity For Twenty Years.

Be It Ordained by the Mayor and Alderman of the City of Greenville, South Carolina, in council assembled, and by the authority of the same.

That the City Council of Greenville, South Carolina, does hereby agree and contract with the Greenville Gas and Electric Light and Power Company of the City of Greenville, S. C. as follows, to wit: That the said City Council of Greenville, S. C. has let and granted and does hereby let and grant unto the said Greenville Gas and Electric Light and Power Company, of Greenville, S. C. the contract for lighting the streets, alleys, by ways, squares and other public places of the City of Greenville South Carolina, for the full term of Twenty years from the first day of July, A. D. One Thousand Eight Hundred and ninety-nine upon the following terms:

The said Greenville Gas and Electric Light and Power Company shall provide and furnish to the said City Council of Greenville S. C. during the whole of said term of twenty years, for lighting the streets, alleys, byways, squares and other public places of said City of Greenville, twenty-five (25) Arc Electric Lights of twelve hundred candle power each, and as many more as said City Council of Greenville, S. C. may at any time desire to use, said Arc Lights to be located in said City of Greenville as at present located, and at such other points in said City as may be designated by said City Council of Greenville, said Lights to be run according to "Morse Schedule" and if at any time when the said Greenville Gas and Electric Light and Power Company are not required by said schedule to run said lights, the weather should be stormy or rainy, the said City Council of Greenville, or its Chief of Police, or other authorized person on behalf of said City Council, may on that account, give notice in writing to the said Greenville Gas and Electric Light and Power Company to run the lights, and it shall be the duty of the said Greenville Gas and Electric Light and Power Company to start up said lights within two hours from the time of such notice is received by the said Greenville Gas and Electric Light and Power Company, or the person in charge of and operating same.

The price to be paid for said Arc Electric Light shall be twenty-five Dollars per Arc Light per annum for fifty of said lights,

and Eighty Dollars per Arc Light per annum for Twenty Five of said lights, making an annual rental of Six Thousand Seventy Hundred and Fifty Dollars, (\$ 6750.00) for the seventy five Arc Lights, payable in equal monthly installments at the expiration of each month.

In case additional lights shall be required and demanded by said City Council of Greenville, S. C. for lighting said streets, alleys, by ways, squares, and other public places of said City of Greenville, the said Greenville Gas and Electric Light and Power Company shall furnish the same or like power and quality and at such points within said City as may be designated by said City Council of Greenville, S. C. at the price of seventy five dollars per Arc Light per annum, all payable monthly as aforesaid.

The penalty for any failure of said Greenville Gas and Electric Light and Power Company to furnish the amount of light contracted for at any given time, shall be pro rata deduction from the contract price and in case of failure to agree upon the amount of deficiency the matter shall be referred to two arbitrators, one selected by each party, with power to select an umpire, and their decision shall be final provided: That at the expiration of Three months failure to furnish the light contracted for, the City Council of Greenville, S. C. may declare this contract at an end.

It is shall so happen at any time through accident or unforeseen casualty, the said Greenville Gas and Electric Light and Power Company shall fail to light the City, then for the first month they shall simply forfeit all pay, for the second month they shall forfeit double pay, and at the expiration of three months failure, the said City Council of Greenville, S. C. may declare the contract at an end. and if the failure to light be wilful or negligent on the part of the said Greenville Gas and Electric Light and Power Company, then they shall forfeit double pay during the first month, and the said City Council of Greenville, S. C. may declare this contract forfeited at the end of two months such failure. and the said Greenville Gas and Electric Light and Power Company shall repair all accidents as speedily as possible, so that the lights may be interrupted as short a time as possible. And the said City Council of Greenville, S. C. hereby covenants to and with the said Greenville Gas and Electric Light and Power Company to take and receive from them during the whole of said term of Twenty Years from the first day of July, A. D. Eighteen Hundred and Ninety-Nine, the said Twenty Five Arc Electric