

ORDINANCE OF THE TOWN OF REIDSVILLE

Whereas, in the judgment of the Board of Commissioners of the Town of Reidsville, it is to the best interest of said town to sell the present Lighting plant and Power System together with all its appurtenances, and with that end in view the said Board of Commissioners has received a proposition for the purchase of said Lighting Plant and Power System from Southern Public Utilities Company which proposition is now on file with the Clerk of the Town of Reidsville, and which proposition is in the following words and figures to-wit:

Mr. John F. Scott, Chairman, Water and Light Commission, Reidsville, North Car. Dear Mr. Scott:

I am handing you herewith draft of franchise and likewise draft of a contract to be entered into between the Southern Public Utilities Company and the Town of Reidsville. In the event the proper authorities of your town shall pass this franchise and cause this contract to be properly executed, I will pay the Town of Reidsville, in consideration of its conveying to said Southern Public Utilities Company all of the property both real and personal, which constitutes your electric light plant, the sum of \$30,000 in cash.

This conveyance, as above indicated, shall convey to us the real estate, buildings, engines, boilers, dynamos, switchboards, lines, transformers, meters and all other apparatus of whatsoever nature or kind that is used in connection with the electric lighting plant for supplying light and power to the Town of Reidsville. Yours truly, Z. V. TAYLOR, Pres.

MEMORANDUM OF AGREEMENT, made and entered into this 11th of September, A. D., 1917, by and between Southern PUBLIC UTILITIES COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine, hereinafter designated and called the "Utilities Company," party of the first part, and the TOWN OF REIDSVILLE, a municipal corporation created and existing under and by virtue of the laws of the State of North Carolina, party of the second part, hereinafter designated and called the "Town," WITNESSETH:

WHEREAS, the Town has sold to the Utilities Company its electric light plant and system, and all apparatus and appliances of whatsoever nature and kind connected therewith, and is desirous of entering into a contract with the Utilities Company for the lighting of its streets and public places with electricity.

Now, therefore, in consideration of the premises, the mutual covenants and agreements hereinafter contained, the sums of money to be paid and other good and valuable considerations, the parties hereto, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

First:—The Utilities Company agrees to light the streets and public places of the town of Reidsville for a period of ten (10) years, beginning with the day of \_\_\_\_\_, 1917, with lamps of the number and candle power now in use in said town, to-wit: The (10) 100 candle power lamps, Seventy-six (76) 250 candle power lamps and Ten (10) 400 candle power lamps, each and every night from dusk until dawn, and the town agrees to pay the Utilities Company for lighting said lamps, as aforesaid, the sum of Thirty-five Hundred (3500.00) Dollars per year payable in equal monthly installments at the office of the Utilities Company in the town of Reidsville, on or before the 10th day of each and every month during the term of this contract.

Second:—It is understood and agreed that in the event the town shall desire to keep said lamps lighted from dusk until midnight, as they are at present operated, then, and in that event, the Utilities Company agrees to light same each and every night from dusk until midnight, and the town agrees to pay the Utilities Company therefor the sum of Twenty-three Hundred Thirty-three and 34/100 (2333.34) Dollars per year, payable in equal monthly installments as aforesaid.

Third:—The Utilities Company agrees that shall the town at any time within one year from the date hereof, desire to change and re-arrange its lighting system, it (said Utilities Company) will furnish at its own expense series burning Mazda lamps of the candle power hereinafter set forth, and keep the same burning from dusk until dawn each and every night of the remainder of this contract at the following rates to-wit: 100 candle power lights \$20.00 per annum each; 250 candle power lights \$36.00 per annum each; 400 candle power lights \$55.00 per annum each. Should the town desire said lamps to burn from dusk until midnight, then, and in that event, the Utilities Company agrees to furnish said lights and keep the same lighted each and every night from dusk until midnight at the following rates to-wit: 100 candle power lights \$12.67 per annum each; 250 candle power lights \$24.00 per annum each; 400 candle power lights \$36.67 per annum each. All payments therefor to be made in equal monthly installments as aforesaid.

Fourth:—It is understood and agreed, subject to Section Three here-

of, that when a lamp has been definitely located, it shall be maintained as located, and in the event the town shall desire to change the location of any street lamp, the Utilities Company agrees to make such change within a reasonable time after written notice to do so, and the town agrees to pay the cost and expense of such change.

Fifth:—The Utilities Company agrees that it will keep said lamps burning their full lighting capacity during the times hereinbefore set forth, and will furnish renewals of all lamps.

Sixth:—The Utilities Company agrees that it will furnish and install such additional lamps at such locations as may be requested by the town within a reasonable time after request so to do, and will light the same during the times and at the rates hereinabove set forth, provided, however, if any new lamp shall be installed at a distance of more than four hundred (400) feet from any lamp then in use, the town shall pay so much of the expense of installing said lamp as may be caused by the distance exceeding four hundred feet.

Seventh:—The Utilities Company agrees that the town may deduct from its monthly payments to it hereunder the following sums per night for each lamp not lighted, as hereinabove set forth, to-wit: For 100 candle power lamps, ten (10) cents each per night; for 250 candle power lamps, fifteen (15) cents each per night; for 400 candle power lamps twenty-five (25) cents per night, such sums to be received by the town as full liquidated damages, and the town agrees that its officers, policemen and employees will exercise diligence to ascertain whether any lamps are not burning and when such fact comes to their knowledge to promptly report it to the Utilities Company, but the failure on the part of the town's officers, policemen or employees to ascertain such condition and make such report shall not effect the liability of the Utilities Company to pay the sums above named or any other liability imposed by law or the terms of this contract.

Eighth:—If default shall be made at any time by the town in paying the Utilities Company for the services rendered hereunder as herein provided and if such default shall continue for thirty days, then, and in that event the Utilities Company shall have the right at its option without terminating or in any way avoiding this contract, to discontinue and suspend its services hereunder, and remove any and all property installed by it hereunder until payment of all amounts due it hereunder shall have been made and this option may be exercised by the Utilities Company whenever, and as often as such default shall occur, and delay or omission on the part of the Utilities Company to exercise such option at any time shall not be deemed a waiver by it of its right to exercise such option whenever such default on the part of the town shall occur.

Ninth:—It is understood and agreed that during the term of ten years, beginning with the day of \_\_\_\_\_, 1917, the Utilities Company shall not charge the inhabitants of the town for electricity furnished for lighting purposes prices exceeding the following scale of rates, based on monthly consumption:

First 25kw. hrs consumed 10c each  
Next 25kw hrs consumed 9c each  
" 50kw hrs consumed 8c each  
" 100kw hrs consumed 7c each  
" 200kw hrs consumed 6c each  
" 300kw hrs consumed 5c each  
" 400kw hrs consumed 4c each  
" 500kw hrs consumed 3.5c each  
Over 400kw hrs consumed each 3c provided, however, the Utilities Company shall have the right to charge its customers One (\$1.00) Dollar per month as a minimum service charge whether electricity equal to that amount in value shall be used or not; and shall not charge the inhabitants of the town for electricity furnished for power, prices exceeding the following scale of rates, based on monthly consumption:

0 to 100 kw hours, 9c per kw hour  
100 to 150 kw hrs, 8c per kw hour.  
150 to 200 kw hours, 7c per kw hr.  
200 to 300 kw hrs, 6c per kw hour.  
300 to 400 kw hrs, 5c per kw hour.  
400 to 500 kw hrs 4c per kw hour.  
500 to 1000 kw hrs, 3.5c per kw hr.  
1000 to 2000 kw hrs, 3c per kw hr.  
2000 to 4000 kw hrs, 2.6c per kw hr.  
4000 to 8000 kw hrs, 2.2c per kw hr.  
8000 to 16000 kw hrs, 1.9c per kw hr.

16000 to 32000 kw hrs, 1.7c per kw hr.  
32000 to 50000 kw hrs, 1.5c per kw hr.  
50000 to 100000 kw hrs, 1.45c per kw hr.  
100000 to 200000 kw hrs, 1.0c per kw hr.  
200000 to 400000 kw hrs, 1.30c per kw hr.  
400000 to 500000 kw hrs, 1.20c per kw hr.  
500000 and over kw hrs, 1.10c per kw hrs.

Provided, however, the Utilities Company shall have the right to charge its customers fifty (50c) cents per horse power per month as a minimum service charge whether power equal to that amount in value be used or not.

Tenth:—The Utilities Company agrees that within ninety days from and after the execution of this contract it will install sufficient apparatus and appliances for the purpose of furnishing the town and its inhabitants with electricity of not less than

4000 horse power.

Eleventh:—The Utilities Company further agrees that it will maintain and keep in condition for service the steam electric plant purchased for the town for the purpose of having an auxiliary supply of power available in the event of accident to its hydro-electric apparatus until such time as the Water and Light Committee of the town shall consent to the dismantling of its said steam plant.

Twelfth:—No change in, modification, alteration or enlargement of this contract shall be valid unless endorsed hereon in writing at the time the same is made and signed by the parties hereto.

Thirteenth:—It is mutually agreed that no claim or demand which the town may have against the Utilities Company shall be set off or counter-claimed against the payment of any amount due the Utilities Company for services rendered hereunder, and all bills shall be paid as herein provided, regardless of such claim or demand.

In witness whereof, on the day and year first above written the Utilities Company has caused this contract to be signed in its name and behalf in duplicate by its president, its corporate seal, to be hereto affixed and to be attested by its assistant secretary, and the Town of Reidsville by resolution duly adopted by its Board of Aldermen in meeting assembled, has likewise caused this contract to be signed in its name and behalf by its Mayor, its corporate seal to be hereto affixed and to be attested by its Town Clerk.

SOUTHERN PUBLIC UTILITIES COMPANY, By J. V. Taylor, President.

TOWN OF REIDSVILLE, By M. P. Cummings, Mayor.

A. Wilkinson, Town Clerk.

AND WHEREAS, it is provided with respect to the Town of Reidsville by Section 2516 sub-Section 6 of the Revisal of North Carolina, and amended by Chapter \_\_\_\_\_ of the Laws of 1917 that before such sale shall be ap- it shall be submitted to the qualified voters of said Town and shall be approved by a majority of the votes cast at an election to be called and held for that purpose. That for authority to make said sale an election shall be held in the Town of Reidsville on Tuesday, the 23rd day of October, 1917, at which election the qualified registered voters of said town shall be allowed to vote for or against said sale as aforesaid.

Proper and legal notice shall be given of the time and place of said election by publication in some newspaper published in the town of Reidsville for at least thirty days prior to the date of election, and the election shall be held at the time and place designated in said notice and shall be conducted in the same manner as elections for members of the Board of Commissioners of said town are conducted, and at said election all persons qualified to vote for Commissioners of said town, or in general elections shall be entitled to register and vote.

That there shall not be a new registration of voters in said town, but to the end that those who may have become qualified as voters since the last registration, or election in said town may register. James D. Womack is appointed registrar and it shall be the duty of said registrar to open the registration books at the Town Hall in said town and at the time designated in the public notice herein provided and as provided by law.

Such registrar shall keep the books open for the registration of qualified voters for 20 days exclusive of Sunday, between the hours of 9 o'clock a. m. and sun set of each day, except Saturdays when they shall be open until nine o'clock p. m., and according to law and shall close on the second Saturday next preceding the election.

That the holding and determining of the result of the election shall be governed by the provisions of the Charter and Ordinances of the Town of Reidsville as in the case of election of members of the Board of Commissioners.

Due notice of the time and place of the registration of voters in said town shall be given as herein set forth and as is prescribed by law.

The following named persons, who are of different political parties, are appointed judges of the election: W. L. Gardner, George W. Burton, Sr.

The clerk of the town of Reidsville shall provide and furnish necessary ballots and ballot box, and all ballots shall be printed or written upon white paper and shall be substantially the same size, without device, mutilation, or ornamentation. The size of ballot to be 3 1/2 x 2 inches. Those voting at said election shall vote in the following manner, to-wit: If in favor of the sale of the Lighting Plant and Power System as aforesaid they shall vote a ballot with the words written or printed thereon "For sale of Lighting Plant and Power System", and if so opposed to said sale they shall vote a ballot with the words written or printed thereon "Against sale of Lighting Plant and Power System".

That for the purpose of Notice as prescribed in the ordinance it is ordered that this ordinance be published in full in a newspaper published in thirty days prior to the date of said the Town of Reidsville for at least

election. Done by order of the Board of Town Commissioners at its regular meeting on Tuesday, the 11th day of September, 1917.

M. P. CUMMINGS, Mayor, JOHN F. SCOTT, N. C. THOMPSON, G. E. CRUTCHFIELD, J. F. SMITH, W. B. WRAY, Commissioners

Attest: A. Wilkinson, Clerk,

TAKE NOTICE

The public is hereby notified that the undersigned has been appointed registrar for the Town of Reidsville in the election to be held on question of sale of the power plant and lighting system of the Town of Reidsville, and you will take notice that the registration books of said precinct or ward will be open on the 18th day of September 1917 for the registration of voters and will remain open as required by law until the 13th day of October, 1917. All persons entitled to register whose names are not now on the registration books may register during said period.

This September 12th, 1917. JAMES D. WOMACK, Registrar

ADMINISTRATOR'S NOTICE

Having duly qualified as administrator of the estate of John W. Martin, deceased, of Rockingham county, notice is hereby given to all persons holding claims against said estate to present them to the undersigned, duly verified, on or before the 14th day of September, 1918, or this notice will be pleaded in bar of their recovery. All persons indebted to the said estate will please come forward and make immediate settlement at once.

JAMES W. WALKER, Admr. Of John W. Martin deceased. Reidsville, N. C., September 14, 1917.

ADMINISTRATOR'S NOTICE

Having duly qualified as administrator of the estate of G. W. Stewart, deceased, late of Rockingham county, notice is hereby given to all persons holding claims against said estate to present them, duly verified, to the undersigned on or before the 8th day of September, 1918, or this notice will be pleaded in bar of their recovery.

R. S. MONTGOMERY, Admr. of G. W. Stewart, deceased Reidsville, N. C., September 6, 1917

NOTICE TO THE PUBLIC

The Citizens of the Town of Reidsville are hereby notified that an election has been duly called to be held on Tuesday the 23rd day of October 1917 wherein will be submitted to the qualified voters of the Town of Reidsville the question of selling the Lighting Plant and Power System and its appurtenances, now belonging to said Town, as provided by an ordinance duly passed by the Board of Commissioners of said town on the 11th day of September 1917 in which it is provided that there shall not be a new registration, but that the registration books shall be open for such citizens of said town as have become qualified voters since the last election, as provided by law.

You are hereby notified that the registration books will be open for registration as aforesaid beginning on the 18th day of September 1917 and ending on the 13th day of October 1917 inclusive between the hours of 9 o'clock a. m. and sunset of each day except Saturday when the books shall be open until 9 o'clock p. m. at the following place to-wit: Town Hall of the Town of Reidsville.

This the 11th day of September, 1917.

A. WILKINSON, Town Clerk

ADMINISTRATOR'S NOTICE.

Having duly qualified as administrator of the estate of J. H. Saunders, deceased, of Rockingham County, notice is hereby given to all persons holding claims against said estate to present them to the undersigned, duly verified, on or before Sept. 1, 1918, or this notice will be pleaded in bar of their recovery. All persons indebted to the said estate will please come forward at once and make settlement.

C. E. SAUNDERS, Administrator of J. H. Saunders, Deceased. Reidsville, Rfd. 6, Sept. 1, 1917.

EXECUTOR'S NOTICE

Having duly qualified as executor of the last will and testament of the late Dr. T. E. Balsley of Rockingham county, notice is hereby given to all persons holding claims against said estate to present them, duly verified, to the undersigned on or before the 8th day of September, 1918, or this notice will be pleaded in bar of their recovery. All persons owing the said estate will please come forward at once and settle their indebtedness.

MRS. T. E. BALSLEY, Admr. of Estate of Dr. T. E. Balsley Reidsville, N. C., September 8th, 1917

Farmers and Bonds

Rockingham county farmers who are selling tobacco on the local market should not overlook the opportunity to do two things: Donate one pile of tobacco they are offering for sale to the Red Cross, and invest a part of the proceeds of the other pile in the purchase of a liberty bond. Both are war measures, both are means of rendering aid to those who are fighting the battle of the ages for those who remain at home, both are means of rendering concrete aid to the cause in which this country is engaged, both are means of taking those who will make the sacrifice in this war, that their sacrifices have not been offered for an ungrateful people.

One does not have to be a rich man to own a government bond these days. The second liberty loan is offered in as small a denomination as fifty dollars, and should the tobacco farmer want to lay aside a part of the money received from the high prices this year he could not find a better investment than these bonds. They pay four per cent. and are not subject to taxes. Any banker in the land will vouch for the information that the bonds are the best security it is possible to purchase, and any bank in the land will lend money on the bonds.

CASTORIA For Infants and Children In Use For Over 30 Years Always bears the Signature of Chas. H. Fletcher

Group. If your children are subject to croup get a bottle of Chamberlain's Cough Remedy, and when the attack comes on be careful to follow the plain printed directions. You will be surprised at the quick relief which it affords.

1916 NEW MODEL Dynamis Pump LISTEN! WATER PUMPS WATER AND NO RUNNING EXPENSES! If you have a SPRING, FLOWING WELL or BUOCK, write for special Factory Prices. Money's worth or money back. RIFE RAM & PUMP WORKS, WAYNESBORO, VA.

Everything is Now Centered on the Big Central Carolina Fair

Greensboro Oct. 9, 10, , 1

Four Enormous Days of Rare Entertainment and Pleasure for the Thousands who always visit the Brilliant Show.

Arrangements have been made to make this the Foremost Event in the history of Greensboro's Big Fairs.

Midway Bigger Than a Circus

Thrilling Races, the fastest horses ever seen here. Wonderful Exhibits of Live Stock, Grain and Farm Products. Enormous Assortment of Fruits, Canning Club Exhibits--and Everything Wonderful on which to feast the eyes.

Garland Daniel, Secretary Greensboro, N. C.