

AN ORDINANCE

To grant to Virginia Electric and Power Company its successors and assigns, the franchise right for the term and upon the conditions herein stated, to use the streets, alleys and public places of the Town of Halifax, North Carolina, for purposes herein set forth and to acquire, erect, maintain and use poles, transmission towers, wires, appliances over and along and to acquire, construct, maintain and use conduits or subways, including necessary manholes and to run cables and wires in under and along the streets, alleys and public places of the Town of Halifax, in the State of North Carolina, for the purpose of distributing, transmitting and selling electric current for light, heat and power at any point within the Town of Halifax.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF Halifax

Section 1. That the franchise right is hereby granted unto Virginia Electric and Power Company, hereinafter referred to as the "grantee", its successors and assigns, for the term and subject to the conditions and limitations hereinafter stated, to use the streets, alleys and public places of the Town of Halifax, North Carolina (hereinafter referred to as the "Town"), for the purposes herein set forth, and to acquire, erect, maintain and use, and if now constructed to maintain and use, poles, towers, wires and appliances, over and along, and to acquire, construct, maintain and use, and if now constructed to maintain and use, conduits or subways, including necessary manholes, and to run cables and wires in, under and along the streets, alleys and public places of the Town for the purpose of distributing, transmitting and selling electric current for light, heat and power at any point within the Town.

Section 2. From and after the date on which this ordinance shall become effective, the facilities in, over, along, on and under the streets, alleys and public places of the Town authorized by this ordinance to be located and constructed, shall be located at reasonably suitable and convenient points. If and when requested by the Mayor or other proper administrative officer of the Town, the grantee shall, from time to time, file with the Town plans showing the location of proposed additional facilities, and obtain any permit required therefor prior to their construction in, over, along, on and under the streets, alleys and public places of the Town. Whenever the Mayor shall determine that it is necessary that any facilities of grantee originally installed in, over, on and under any public rights-of-way of any street, alley or public place of the Town should be relocated or removed in connection with

repair, relocation or improvement of said street, alley or public place, then the grantee shall within a reasonable time after being requested in writing to do so remove or relocate same, using like construction, at such place as shall be mutually agreeable with the Town and the grantee. The grantee shall bear all costs of removal and relocation provided the Town will obtain or cause to be obtained, without charge to the grantee, suitable permits as may be required by the grantee for its relocated facilities. If the grantee does not commence and complete removal or relocation within a reasonable time, then the Town may, after giving at least ninety (90) days written notice to the grantee, take such actions at the grantee's expense as are necessary to effect such removal and relocation.

Section 3. In the location and erection of the poles, conduits and other structures and fixtures and in stringing the wires as herein authorized, the said grantee shall have the right to trim, cut and keep clear of its wires and fixtures the trees in and along the streets, alleys and public places of the town, but shall not cut or otherwise injure said trees to any greater extent than is reasonably necessary in the construction, maintenance and operation of the said poles, wires, fixtures and other structures of the said grantee as herein authorized and provided.

Section 4. Overhead wires are to be used for supplying service under this franchise, but, in case the grantee desires to install underground conduits in the streets of the Town, it shall be allowed to do so upon permit from the Mayor of the Town, or other proper administrative officer of the Town.

In the event the said grantee shall, in the construction or repair of its works, injure any pavement, sidewalk, sewer, water or other pipe or works belonging to the Town, it shall, upon notice thereof from the Mayor, promptly repair the same at its own cost and expense. Any conduits, ducts, mains and pipes which shall be laid by the said grantee, under this ordinance, shall be so laid as not to unnecessarily obstruct or interfere with public travel or do damage to public or private property.

Section 5. The grantee shall, when so requested by the Council of the Town, permit its poles, towers and other structures to be used without compensation by the Town for the purpose of placing thereon any traffic lighting, fire or police alarm, telegraph or telephone wires which may be necessary for the exclusive use of the police or fire department of the Town,

provided that such use by the Town shall not interfere with the proper use of said poles, structures and fixtures of the grantee, and that the location and character of said wires and fixtures of the said Town shall be subject to the approval of the grantee herein, and provided further that the Town shall, and it hereby agrees to, indemnify and save harmless the said grantee from any and all loss, damage, cost or expense to, or which may be incurred by the grantee, or to which it may be subjected by reason of or as a result of the use of said poles and structures by the Town as in this section provided.

Section 6. The grantee agrees and binds itself, by the acceptance of this ordinance, to indemnify, keep and hold the Town free and harmless from liability on account of injury or damage to persons or property growing out of any negligence of the grantee in the construction, improvement, maintenance, repair and operation of its lines or works, and in the event that suit shall be brought against the Town, either independently or jointly with the grantee on account thereof, the grantee, upon notice to it by the Town, will defend the Town in any such suit at the cost of the grantee, and, in event of a final judgment being obtained against the Town, either independently or jointly with the grantee, the grantee will pay such judgment, with all cost, and hold the Town harmless therefrom; but nothing herein contained shall be construed to render the grantee liable for the negligence of the Town, its agents or employees, or of any other person or corporation.

Section 7. The rights and privileges herein set forth are granted and conferred upon the grantee, upon the express condition and understanding on the part of the grantee, that it will maintain its facilities located within the Town in good order throughout the term of this grant, and the grantee by accepting this ordinance expressly agrees that the North Carolina Utilities Commission shall have jurisdiction, to the full extent and in the manner now or hereafter during the life of this ordinance as provided by law, to require the grantee to render reasonably adequate electric service at reasonable rates, and to maintain its facilities in good order throughout the term of this grant, and to otherwise enforce the provisions of this section to the full extent provided by law.

Section 8. Any person who shall intentionally destroy or damage any of the facilities of the grantee, constructed and maintained in accordance with provisions of this ordinance, within the corporate limits of the Town of

Halifax shall be diligently prosecuted pursuant to North Carolina General Statutes § § 14-154, 14-156, 14-157 or any successor statutes. Also, any person who shall tamper with any metering device incident to the grantee's facilities or otherwise intentionally prevent such metering device from properly registering, or illegally divert electric service so that it does not pass through the metering device shall be diligently prosecuted pursuant to North Carolina General Statutes § 14-151.1 or any successor statute.

Section 9. All the rights and privileges hereby granted to the grantee, may be exercised by any successor or successors, assignee or assignees of the grantee, but said successor or successors, assignee or assignees shall be subject to all the provisions, obligations and stipulations and penalties herein prescribed.

Section 10. The rights and privileges hereby granted shall continue for a period of sixty years from and after the date of approval of this ordinance, unless the same be sooner voluntarily surrendered by the grantee, with the consent of the Council of the Town, or unless the same be sooner forfeited as provided by law.

Upon the expiration of the term of this grant and upon the termination of the rights hereby granted, by surrender, forfeiture or otherwise, all of the poles, wires, conduits, lines and other property of the grantee in the streets, alleys or public places of the Town shall remain the property of the grantee and shall be removed from the streets, alleys and public places of the Town at the expense of the owner within a reasonable time after the expiration or termination of said rights and privileges, such time to be prescribed by the Council of the Town.

Section 11. The grantee herein shall, within sixty days after the passage of this ordinance, file with the Secretary or Clerk of said Council of the Town, its acceptance of this franchise and the rights, privileges and obligations herein prescribed and imposed, and upon the filing of said acceptance, this franchise shall become and be binding upon the Town and the grantee, its successors and assigns, for the term, and subject to the conditions and limitations herein set forth. Such acceptance shall be in writing and shall be recorded in the book in which the ordinances of the Town are recorded. If the same be not filed within the time prescribed, this ordinance shall be and become inoperative.

Section 12. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. The rights and privileges granted herein to use the public property are expressly subject to the conditions, limitations and provisions contained in the general ordinances of the Town of Halifax, in force, or that may be hereafter passed by the Town, relative to the use of the streets, alleys and public places of the Town so far as they may be applicable to the rights and privileges herein granted, provided such ordinances that may be passed will not place unreasonable or impractical burden upon the grantee.

Section 13. This ordinance shall be in force from its passage.

I, Dorothy K. Bradley, hereby certify that I am Clerk of the Town of Halifax, North Carolina, and that the foregoing is a true and complete copy of the ordinance passed by the Council of the Town of Halifax, at a regular meeting held on the 6th day of APRIL, 1987, at which 5 members of the Council were present of which 5 voted for this ordinance, as the same appears in the official Minute Book of said Council, and that the said ordinance was passed on a second reading at a regular meeting on the 4th day of MAY, 1987, at which 5 members of said Council were present of which 5 voted for this ordinance.

WITNESS my hand and the seal of the Town of Halifax, North Carolina, this 4th day of May, 1987.

Dorothy K. Bradley
Clerk

June 16, 1987

TO: Clerk
Town of Halifax

The Virginia Electric and Power Company hereby respectfully files with you its written acceptance of the franchise passed by the Council of the Town of Halifax, North Carolina, May 4, 1987, entitled:

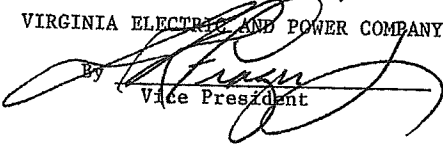
"AN ORDINANCE

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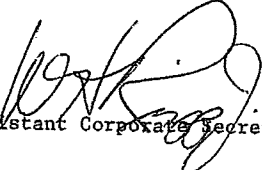
and all the rights and privileges, terms and provisions therein contained.

WITNESS the signature of the said Virginia Electric and Power Company by its Vice President thereunto duly authorized, and its corporate seal hereto affixed and attested by its Assistant Corporate Secretary, the day and year first above written.

VIRGINIA ELECTRIC AND POWER COMPANY

By 
Vice President

Attested:


Assistant Corporate Secretary

June 16, 1987

Virginia Electric and Power Company
Richmond, Virginia

Dear Sirs:

The Council of the Town of Halifax, North Carolina, acknowledges herewith receipt of the written acceptance of the franchise by the Virginia Electric and Power Company as adopted by the Council of the Town of Halifax and approved on May 4, 1987.

Dorothy K. Bradley
Clerk

MEMORANDUM

TO Mr. E. A. Baum
FROM J. A. Stafford

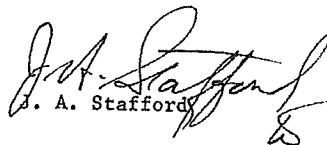
Richmond, Virginia
August 14, 1987

FRANCHISE RENEWAL TOWN OF HALIFAX, NORTH CAROLINA

Attached for your files are documents necessary for renewing the franchise for the above town for a period of sixty years. Attached are:

1. Executed franchise
2. Acceptance letter
3. Receipt for acceptance letter

If you have any questions, please call Les Derby on extension 4963.


J. A. Stafford

Attachments

cc: Mr. J. H. McBrayer, Jr.
R. D. Gary, Esquire

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