

Chickasha Star

July 29, 1948 Page 7

Legal Publications

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ORDINANCE NO. 2

AN ORDINANCE GRANTING TO THE PUBLIC SERVICE COMPANY OF OKLAHOMA, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE ACCEPTANCE HEREOF, THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF PLANTS AND WORKS COMPOSED OF BUILDINGS, POLES, WIRES, UNDERGROUND CONDUITS, CABLES, MANHOLES, AND ALL OTHER APPLIANCES AND APPURTENANCES INCIDENT THERETO, IN THE TOWN OF BRADLEY, OKLAHOMA, A MUNICIPAL CORPORATION, FOR THE PURPOSE OF GENERATING, PURCHASING OR OTHERWISE ACQUIRING, DISTRIBUTING AND SELLING ELECTRIC ENERGY FOR LIGHT, HEAT AND POWER TO THE SAID TOWN OF BRADLEY, OKLAHOMA, AND TO THE INHABITANTS THEREOF, AND TO AND THROUGH SAID TOWN FROM AND TO OTHER LOCALITIES, AND TO ANY AND ALL PERSONS, FIRMS AND CORPORATIONS WHOMSOEVER, AND GRANTING TO THE PUBLIC SERVICE COMPANY OF OKLAHOMA, A CORPORATION, THE RIGHT TO USE THE STREETS, AVENUES, HIGHWAYS, ALLEYS, SIDEWALKS AND OTHER PUBLIC GROUNDS BELONGING TO THE SAID TOWN OF BRADLEY, OKLAHOMA, AND LAY AND MAINTAIN IN, TO, THROUGH, OVER AND UNDER SAID STREETS, AVENUES, HIGHWAYS, ALLEYS, SIDEWALKS AND PUBLIC PLACES SUCH POLES, WIRES, MAINS, PIPES, CONDUITS, APPARATUS, MANHOLES AND APPLIANCES AS MAY BE NECESSARY AND PROPER, SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER PROVIDED, ORDERING AN ELECTION AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BRADLEY, OKLAHOMA:

SECTION 1. That there is hereby granted to Public Service Company of Oklahoma, an Oklahoma corporation, its successors and assigns, (hereinafter referred to as the "Grantee", and the word "Grantee" shall include and be taken to mean the successors and assigns of Public Service Company of Oklahoma, consent to assignment being given), a franchise for a period of twenty-five (25) years from and after the acceptance hereof to use the streets, alleys, avenues, ways and other public places of the Town of Bradley, as now constituted, and as it may hereafter be extended, for the purpose of building, equipping, maintaining, extending, owning and operating a plant and/or system for the manufacture and/or distribution and sale of electricity for lighting, heating, power, and any and all lawful purposes, to said town and to the public generally,

and to transmit electric energy over highlines to connections and systems in other localities, with poles, wires, conduits, manholes, apparatus, appliances, and substations necessary and convenient for such system upon, across, over and/or under each of any of said streets, alleys, highways, sidewalks, public places and grounds.

SECTION 2. (a) Grantee covenants and agrees that it will maintain efficient electric service in the Town of Bradley under rules and regulations imposed, ordered or approved by the Corporation Commission of the State of Oklahoma, or by lawfully constituted regulatory authority. Provided, the Grantee shall not be liable for loss or damage caused by interruption or failure of service due to accident or breakdown to plant, lines or equipment, strike, riot, Act of God, or the public enemy, or causes beyond the control of Grantee, or due to shutdowns for reasonable periods to make repairs to generating or distributing equipment; but Grantee agrees in such cases to exercise proper diligence, repair of such machinery, transmission lines, appliances and apparatus, and to resume operation of same without unnecessary delay.

(b) Grantee shall have the right to make and enforce such reasonable rules and regulations as may be ordered or approved by the Corporation Commission of the State of Oklahoma, or by other lawfully constituted regulatory authority, for the sale, delivery, connecting and disconnecting customers, metering of its electric energy and the conduct of its business.

(c) The Grantee shall in no case be required to render service to any consumer or to parties who shall steal or wrongfully take current or who resell, lease, or otherwise deliver any part of the energy furnished to a third person.

(d) The Grantee shall have the right to enter in and upon the premises of a consumer or one who has been a consumer for the purpose of removing all pipes, wires and connections owned by the Grantee from the building or premises of any one to prevent fraud, or in the event of refusal or failure to pay charges not exceeding those mentioned above or otherwise stipulated in the service contract.

(e) Grantee shall charge and collect from the Town of Bradley and the consumers therein, reasonable and compensatory rates such as may be from time to time lawfully ordered or approved by the Corporation Commission of the State of Oklahoma, or by other lawfully constituted regulatory authorities.

(f) Grantee shall have the continuing right, privilege and option to generate its electric energy within the corporate limits of the Town of Bradley, or to transmit same over highlines from other plants, and to distribute the same from some central location at proper voltage, together with the right to transmit electric energy from and/or through said town to other localities.

(g) It is expressly understood and agreed that this franchise shall never be construed to mean an exclusive franchise and the grant thereof is not the grant of an exclusive franchise.

SECTION 3. From and after

the approval and acceptance of this ordinance, the Grantee shall pay, and in consideration of the granting of this franchise agrees to pay, to the Town of Bradley an annual charge in an amount equal to two percent (2%) of the gross receipts for each current year from residential and commercial sales of electric energy sold and delivered wholly within the corporate limits of the Town of Bradley for use in such corporate limits, exclusive of electric energy sold to the Town of Bradley for any purpose.

Said tax shall be due and payable to the said Town of Bradley on or before the first day of January, April, July and October in each year, commencing with the first quarter after the granting and acceptance of this franchise. But it is provided, and ordained that same may be paid by applying so much thereof as may be necessary to the satisfaction and payment of bills representing the balances due to the Grantee for electric energy sold and delivered to the town of Bradley for its street lighting, water pumping, and municipal services of all kinds and classes, and the remaining balance of said two percent (2%) of said gross receipts, if any, shall be paid to the Treasurer of said Town to be placed in its general fund.

Said charge of two per cent (2%) of said gross receipts shall be in lieu of all concessions, charges, excise, franchise, inspection, license, occupation, privilege and permit fees, or taxes, or assessments except ad valorem taxes.

SECTION 4. The Grantee shall furnish and connect at its own expense all meters and transformers and service wires between its distributing mains and the premises (meaning building or place of use on the premises) of consumers, but said Grantee shall not be required to furnish or install any wiring or appliances within such consumer's premises.

SECTION 5. The franchise hereby granted shall not be operative unless and until the same shall be approved by a vote of a majority of the qualified electors residing within said town who shall vote thereon at an election called under or pursuant to the provisions hereof, and if the franchise hereby granted shall fail to be so approved at the said election, no rights shall accrue to the Grantee hereunder.

The question of the approval or disapproval of the franchise hereby granted shall be submitted at a special election to be held in the Town of Bradley, Grady County, Oklahoma, on the 7th day of September, 1948, between the hours of eight o'clock A. M. and six o'clock P. M. and the President of the Board of Trustees of said Town of Bradley is hereby authorized and directed to give due and legal notice of said election to be held at such date for such purpose, and the proper officers of said town are hereby directed to take all steps necessary for the holding of said election and for the sub-

mission of said franchise to the electors of said town. Provided, that the Grantee shall within thirty (30) days after the result of such election is declared filed with the Town Clerk of the Town of Bradley an acceptance in writing duly executed according to law, accepting all of the terms, conditions and obligations hereof; and failure of the said Grantee so to accept this Ordinance within said period shall be deemed a rejection thereof by said Grantee, and the rights and privileges herein granted, if not so accepted within said thirty (30) days, shall absolutely cease and terminate.

SECTION 6. There being no existing electric franchise and it being highly desirable that the electric consumers in the Town of Bradley be assured of continued good service, an emergency is hereby declared to exist by reason whereof it is necessary for the immediate preservation of the public peace, health and safety that this ordinance shall take effect immediately.

IT IS THEREFORE ORDAINED, that this Ordinance shall be in full force from and after its passage, approval and publication as required by law.

Passed and approved this 16th day of July, 1948.

A. A. Perry,

President of the Board of Trustees

ATTEST:

Mrs. Fritz E. Badertscher
Town Clerk.

Legal Publications

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ORDINANCE NO. 2

AN ORDINANCE GRANTING TO THE PUBLIC SERVICE COMPANY OF OKLAHOMA, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE ACCEPTANCE HEREOF, THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF PLANTS AND WORKS COMPOSED OF BUILDINGS, POLES, WIRES, UNDERGROUND CONDUITS, CABLES, MANHOLES, AND ALL OTHER APPLIANCES AND APPURTENANCES INCIDENT THERETO, IN THE TOWN OF BRADLEY, OKLAHOMA, A MUNICIPAL CORPORATION, FOR THE PURPOSE OF GENERATING, PURCHASING OR OTHERWISE ACQUIRING, DISTRIBUTING AND SELLING ELECTRIC ENERGY FOR LIGHT, HEAT AND POWER TO THE SAID TOWN OF BRADLEY, OKLAHOMA, AND TO THE INHABITANTS THEREOF, AND TO AND THROUGH SAID TOWN FROM AND TO OTHER LOCALITIES, AND TO ANY AND ALL PERSONS, FIRMS AND CORPORATIONS WHOMSOEVER, AND GRANTING TO THE PUBLIC SERVICE COMPANY OF OKLAHOMA, A CORPORATION, THE RIGHT TO USE THE STREETS, AVENUES, HIGHWAYS, ALLEYS, SIDEWALKS AND OTHER PUBLIC GROUNDS BELONGING TO THE SAID TOWN OF BRADLEY, OKLAHOMA, AND LAY AND MAINTAIN IN, TO, THROUGH, OVER AND UNDER SAID STREETS, AVENUES, HIGHWAYS, ALLEYS, SIDEWALKS AND PUBLIC PLACES SUCH POLES, WIRES, MAINS, PIPES, CONDUITS, APPARATUS, MANHOLES AND APPLIANCES AS MAY BE NECESSARY AND PROPER, SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER PROVIDED, ORDERING AN ELECTION AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BRADLEY, OKLAHOMA:

SECTION 1. That there is hereby granted to Public Service Company of Oklahoma, an Oklahoma corporation, its successors and assigns, (hereinafter referred to as the "Grantee", and the word "Grantee" shall include and be taken to mean the successors and assigns of Public Service Company of Oklahoma, consent to assignment being given), a franchise for a period of twenty-five (25) years from and after the acceptance hereof to use the streets, alleys, avenues, ways and other public places of the Town of Bradley, as now constituted, and as it may hereafter be extended, for the purpose of building, equipping, maintaining, extending, owning and operating a plant and/or system for the manufacture and/or distribution and sale of electricity for lighting, heating, power, and any and all lawful purposes, to said town and to the public generally,

and to transmit electric energy over highlines to connections and systems in other localities, with poles, wires, conduits, manholes, apparatus, appliances, and substations necessary and convenient for such system upon, across, over and/or under each of any of said streets, alleys, highways, sidewalks, public places and grounds.

SECTION 2. (a) Grantee covenants and agrees that it will maintain efficient electric service in the Town of Bradley under rules and regulations imposed, ordered or approved by the Corporation Commission of the State of Oklahoma, or by lawfully constituted regulatory authority. Provided, the Grantee shall not be liable for loss or damage caused by interruption or failure of service due to accident or breakdown to plant, lines or equipment, strike, riot, Act of God, or the public enemy, or causes beyond the control of Grantee, or due to shutdowns for reasonable periods to make repairs to generating or distributing equipment; but Grantee agrees in such cases to exercise proper diligence, repair of such machinery, transmission lines, appliances and apparatus, and to resume operation of same without unnecessary delay.

(b) Grantee shall have the right to make and enforce such reasonable rules and regulations as may be ordered or approved by the Corporation Commission of the State of Oklahoma, or by other lawfully constituted regulatory authority, for the sale, delivery, connecting and disconnecting customers, metering of its electric energy and the conduct of its business.

(c) The Grantee shall in no case be required to render service to any consumer or to parties who shall steal or wrongfully take current or who resell, lease, or otherwise deliver any part of the energy furnished to a third person.

(d) The Grantee shall have the right to enter in and upon the premises of a consumer or one who has been a consumer for the purpose of removing all pipes, wires and connections owned by the Grantee from the building or premises of any one to prevent fraud, or in the event of refusal or failure to pay charges not exceeding those mentioned above or otherwise stipulated in the service contract.

(e) Grantee shall charge and collect from the Town of Bradley and the consumers therein, reasonable and compensatory rates such as may be from time to time lawfully ordered or approved by the Corporation Commission of the State of Oklahoma, or by other lawfully constituted regulatory authorities.

(f) Grantee shall have the continuing right, privilege and option to generate its electric energy within the corporate limits of the Town of Bradley, or to transmit same over highlines from other plants, and to distribute the same from some central location at proper voltage, together with the right to transmit electric energy from and/or through said town to other localities.

(g) It is expressly understood and agreed that this franchise shall never be construed to mean an exclusive franchise and the grant thereof is not the grant of an exclusive franchise.

SECTION 3. From and after

the approval and acceptance of this ordinance, the Grantee shall pay, and in consideration of the granting of this franchise agrees to pay, to the Town of Bradley an annual charge in an amount equal to two percent (2%) of the gross receipts for each current year from residential and commercial sales of electric energy sold and delivered wholly within the corporate limits of the Town of Bradley for use in such corporate limits, exclusive of electric energy sold to the Town of Bradley for any purpose.

Said tax shall be due and payable to the said Town of Bradley on or before the first day of January, April, July and October in each year, commencing with the first quarter after the granting and acceptance of this franchise. But it is provided and ordained that same may be paid by applying so much thereof as may be necessary to the satisfaction and payment of bills representing the balances due to the Grantee for electric energy sold and delivered to the town of Bradley for its street lighting, water pumping, and municipal services of all kinds and classes, and the remaining balance of said two percent (2%) of said gross receipts, if any, shall be paid to the Treasurer of said Town to be placed in its general fund.

Said charge of two per cent (2%) of said gross receipts shall be in lieu of all concessions, charges, excise, franchise, inspection, license, occupation, privilege and permit fees, or taxes, or assessments except ad valorem taxes.

SECTION 4. The Grantee shall furnish and connect at its own expense all meters and transformers and service wires between its distributing mains and the premises (meaning building or place of use on the premises) of consumers, but said Grantee shall not be required to furnish or install any wiring or appliances within such consumer's premises.

SECTION 5. The franchise hereby granted shall not be operative unless and until the same shall be approved by a vote of a majority of the qualified electors residing within said town who shall vote thereon at an election called under or pursuant to the provisions hereof, and if the franchise hereby granted shall fail to be so approved at the said election, no rights shall accrue to the Grantee hereunder.

The question of the approval or disapproval of the franchise hereby granted shall be submitted at a special election to be held in the Town of Bradley, Grady County, Oklahoma, on the 7th day of September, 1948, between the hours of eight o'clock A. M. and six o'clock P. M. and the President of the Board of Trustees of said Town of Bradley is hereby authorized and directed to give due and legal notice of said election to be held at such date for such purpose, and the proper officers of said town are hereby directed to take all steps necessary for the holding of said election and for the sub-

mission of said franchise to the electors of said town. Provided, that the Grantee shall within thirty (30) days after the result of such election is declared filed with the Town Clerk of the Town of Bradley an acceptance in writing duly executed according to law, accepting all of the terms, conditions and obligations hereof; and failure of the said Grantee so to accept this Ordinance within said period shall be deemed a rejection thereof by said Grantee, and the rights and privileges herein granted, if not so accepted within said thirty (30) days, shall absolutely cease and terminate.

SECTION 6. There being no existing electric franchise and it being highly desirable that the electric consumers in the Town of Bradley be assured of continued good service, an emergency is hereby declared to exist by reason whereof it is necessary for the immediate preservation of the public peace, health and safety that this ordinance shall take effect immediately.

IT IS THEREFORE ORDAINED, that this Ordinance shall be in full force from and after its passage, approval and publication as required by law.

Passed and approved this 16th day of July, 1948.

A. A. Perry,
President of the Board
of Trustees

ATTEST:
Mrs. Fritz E. Badertscher
Town Clerk.

Chickasha Star

Aug 19, 1948 Page 7

Legal Publications

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ORDINANCE NO. 3

AN ORDINANCE granting to the STATE FUEL SUPPLY COMPANY, a corporation, its successors and assigns, the right to erect, maintain, extend, and operate a system of works in the Town of Bradley, Oklahoma, for the purpose of transporting, distributing, manufacturing and selling natural and artificial gas, or mixtures thereof, with which to furnish heat, power, and other services to said town and its inhabitants, ordering an election, and for other purposes, all subject to the terms and conditions herein provided.

BE IT ORDAINED by the Board of Trustees of the Town of Bradley, Oklahoma.

SECTION I

The word "Grantee", as employed in this ordinance, shall denote State Fuel Supply Company, a corporation, its successors and assigns, and the word "Grantor", shall denote the Town of Bradley, County of Grady, State of Oklahoma.

SECTION II

The said Grantee, State Fuel Supply Company, its successors and assigns, shall be and is hereby granted a franchise for a period of twenty-five years from and after the approval of this ordinance for the purpose of transporting, distributing, manufacturing, and selling to said town and its inhabitants and consumers natural and artificial gas, or mixtures thereof, with full right, power and authority to erect, maintain, extend and operate a plant or system of works comprised of buildings, tanks, pipelines, manholes, conduits, reservoirs, appurtenances and appliances of every kind and character necessary or proper in the conduct of said business within the corporate limits of Bradley, Oklahoma, as they now exist, or as the same shall hereaf-

ter be extended, and to lay and maintain and operate in, to, through and under the streets, alleys, avenues, highways, sidewalks, and public grounds, and other places of said town, such pipes, pipelines, conduits, manholes, apparatus, appliances and appurtenances as may be necessary and proper for such purposes; provided however, that said Grantee shall in all cases save the Town of Bradley harmless by reason thereof and restore all said streets, avenues, alleys, sidewalks, public parks, and public places to their original condition, as nearly as practicable, as speedily as possible, at the expense of the Grantee.

SECTION III

That all mains and pipelines through which gas is distributed throughout said town shall be placed not less than twelve inches below the established grade when laid between curbs of said street, and not more than ten feet from the curb line subject to the direction of the Board of Trustees.

SECTION IV

It is further provided that whenever said town shall grade or pave or repave any street or alley or public highway or lower the base of any surface drain or culvert, within said town, along or across which any pipe or other main of said Grantee shall run, it shall be the duty of said Grantee, at its own expense, to change said pipes or mains, and bury the same to a depth of at least twelve inches below said paving or grade line of such street, alley or public highway or below the base of any surface drain or culvert so lowered.

SECTION V

During the life of the franchise and for and in consideration of the acceptance thereof by the Grantee, it is stipulated and agreed that said Grantee shall have the right to charge the said town, its inhabitants and the consumers therein a rate or rates which shall at all times be compensatory and reasonable, but the maximum rate, until changed according to law, shall continue to be the present existing rates.

consumers therein a rate or rates which shall at all times be compensatory and reasonable, but the maximum rate, until changed according to law, shall continue to be the present existing rates.

SECTION VI

The Grantee shall pay, and in consideration of the granting of this franchise agrees to pay, to Grantor as a franchise tax, and as compensation for the right and privilege enjoyed hereunder, a sum equal to two (2) per cent of its gross cash receipts from the sale hereafter to each customer of the first fifty thousand cubic feet of gas sold each month to such customer at regular rates, for residential and commercial consumption within the Town of Bradley, payable on or before April 1st of each year for such gas sold during the preceding

calendar year, which tax shall be in lieu of all other franchise, license, or occupation taxes which may be levied or attempted to be levied by said Grantor.

SECTION VII

That for the purpose of supplying the said town, the citizens thereof, companies, corporations, and all other consumers therein, with natural or artificial gas, the said Grantee, or assigns, shall, at its own expense furnish and lay all pipes necessary to convey the gas to the curb lines of any property to be supplied adjacent to any of their gas mains but the consumer shall be at all further expense for using gas.

SECTION VIII

Said Grantee and assigns, its agents or employees shall have the right at any time to enter upon the premises of any consumer for the purpose of inspecting the gas pipes, appliances and service where gas is supplied, and have the right to disconnect any consumer who may tamper with any of the said appliances or permit the same to be done or make any fraudulent representations in regard to the con-

sumption of gas by them and may thereafter refuse to furnish gas to the consumer of said property.

SECTION IX

It is hereby expressly agreed that this franchise is granted and accepted subject to all the provisions of the laws of the State of Oklahoma, and all valid orders, rules and regulations of the Corporation Commission of the State of Oklahoma, relating thereto, or any other governmental body having jurisdiction.

SECTION X

The Grantee shall have the right to assign to any other person, firm or corporation, the right and obligations of this franchise and any assignee thereof by accepting said assignment shall be bound by all the terms and provisions of this franchise; and said assignment shall be in writing and a duly authenticated copy thereof shall be filed with the Town Clerk of said Town.

SECTION XI

If the franchise hereby granted shall be approved at an election to be held for the purpose of approving or disapproving the same, as hereinafter provided, this ordinance and such franchise shall become effective immediately upon such approval of the qualified electors of the Town of Bradley, Oklahoma.

SECTION XII

A special election is hereby called for the purpose of submitting to the qualified electors of the Town of Bradley, Grady County, Oklahoma, the question of the approval or disapproval of the franchise hereby granted. Such election shall be held between the hours of 8:00 A. M. and 6:00 P. M. at the place to be named in the proclamation on the 19th day of October, 1948.

The President of the Board of Trustees of the Town of Bradley, Okla., is hereby authorized and directed to issue such a call and a notice and proclamation of such special election to be held on that date for the purpose aforesaid, and the proper officers of the town are hereby given due and lawful notice hereof and further notice to make all provisions and to take all steps required for the legal holding of such election and submission of and lawful notice hereof and further notice to make all provisions and to take all steps required for the legal holding of such election and submission of his franchise to the qualified electors thereat.

Passed this 13th day of August, 1948.

Town of Bradley, Oklahoma
By A. A. Perry,

President Board of Trustees

ATTEST:

Mrs. Fritz E. Badertscher

Town Clerk.