An Ordinance submitting to the qualified electors of the Town of Kent, at the next general city election, the question whether the electric light works owned by said Town shall be sold or not, and prescribing the terms and conditions of such proposed sale.

Be It Ordained by the Council of the Town of Kent:

Section 1. The legislative authority of the Town of Kent hereby submits to the qualified electors of said Town, at the next general city election of officers of said Town, to be held on the Tuesday after the first Monday in December, 1902, the question whether the electric light works owned by said Town shall be sold or not, the terms and conditions of such proposed sale being as set forth in the following proposed form of a bill of sale and agreement, in which the Town of Kent shall be the party of the first part and Seattle-Tacoma Interurban Railway, a Washington corporation, shall be the party of the second part, namely:

THIS INDENTURE made this _____ day of December, 1902, by and between the Town of Kent, a municipal corporation in King County, State of Washington, hereinafter called said Town, party of the first part, and Seattle-Tacoma Interurban Railway, a Washington corporation, hereinafter called the Company, party of the second part, WITNESSETH:

WHEREAS said Town now owns and operates a system of electric light works situated in said Town, the same including two dynamos with fixtures and instruments, lines of poles, cross-arms and wires, lamps and other apparatus;
And WHEREAS the Council of said Town has ascertained and by resolution has declared that said system of electric light works which it was proposed to sell and is hereby sold cannot be operated by said Town so as to repay the cost and expense of operation and interest on the capital invested therein and the necessary depreciation thereof, and that the same is a burdensome charge upon the tax-payers of said Town and threatens to become a still more burdensome charge upon the tax-payers of said Town, and the legislative authority of said Town has, by ordinance, after the passage of said resolution, submitted to the qualified electors thereof at the general town election of officers for said Town in the month of December, 1902, the question whether said electric light works shall be sold or not, said ordinance also prescribing the terms and conditions of said sale in accordance with this instrument, and at said election a majority of said electors voting upon said question did vote in the affirmative; and the legislative authority of said Town has authorized the execution and delivery of this instrument for the sale of said electric light works;

NOW THEREFORE, this instrument witnesses:

1. Said Town hereby sells and conveys to the Company, and the Company hereby purchases of said Town, the system of electric light works now owned by said Town, the same including two dynamos with fixtures and instruments, lines of poles, cross-arms and wires, lamps and other apparatus, and all other personal property belonging to said system of electric light works on the terms hereinafter stated,

2. The Company shall pay said Town for all poles, cross-arms and wires, lamps and other personal property belonging to said system (except the two dynamos with fixtures and instruments mentioned in paragraph three hereof) the sum of one thousand dollars
(3)

($1,000), said sum to be paid by supplying to said Town electric light service for the streets of said Town and the Town Hall of said Town, said light service to begin on January first, 1903, and to be continued until one thousand dollars' worth of light service shall be rendered to said Town, at the rates hereinafter agreed. Said poles, cross-arms and wires and other personal property shall remain the property of said Town until fully paid for, but the Company shall be entitled to the possession and use thereof on and after the first day of January, 1903, subject to the terms of this agreement.

3. The Company shall pay said Town for the two dynamos now used in said system, with fixtures and instruments used therewith and belonging thereto, the sum of five hundred dollars ($500), to be paid in cash on the delivery of this instrument.

4. The Company agrees that for the period of one year from the time when the Company shall receive possession of said system, to wit, from January first, 1903, the Company will furnish to said Town for lighting the streets and Town Hall of said Town electric lights in such numbers and in such locations as said Town may elect, at the following rates, namely:

For inclosed alternating type of arc lamp (said type of lamp to be supplied only in case the Company installs said type in said Town) as follows: For six ampere lamps, eight dollars ($8) per month, and for four ampere lamps, seven dollars ($7) per month;

For 32 candle power incandescent lamps, one dollar and seventy-five cents ($1.75) per month;

For 16 candle power incandescent lamps, one dollar ($1)
And the Company agrees that during such time as it shall operate a system of electric lights in the Town of Kent it will never charge said Town for lights for lighting the streets and the Town Hall of said Town higher rates than those stated in this paragraph. All bills of the Company for lights furnished to said Town after the Company shall have paid said Town for said property hereby purchased shall be paid to the Company monthly on or before the 10th day of the month next following the month in which the service is rendered. Said lights are to be kept lighted by the Company from the end of daylight in the evening until the coming of daylight in the morning of each day; provided that the Company shall not be liable for failure to furnish light when prevented by any accident or casualty, act of God, or of the public enemy, strike, mob violence, or inability to obtain material, negligence of any employee, or any other cause other than the wilful neglect or refusal of the Company to furnish lights.

5. Said Town agrees to keep its said electric light works in as good repair and condition as the same now are until January first, 1903, when the same shall be turned over and delivered to the Company, it being understood that this agreement is made upon the basis of the present condition and state of repair of said works and plant.

IN WITNESS WHEREOF said Town has caused this agreement to be signed in duplicate by its Mayor and Town Clerk and its corporate seal to be hereunto affixed, and the Company has caused these presents to be signed by its ______________________ thereunto
duly authorized and its corporate seal to be hereunto affixed, the
day and year first above written.

TOWN OF KENT,

By______________________________,

Mayor,

And by______________________________

Town Clerk.

SEATTLE-TACOMA INTERURBAN RAILWAY,

By______________________________

Section 2. There shall be printed upon the official
ballot to be used at said city election the words "In favor of
the proposed sale of the Electric Light Works of the Town of Kent",
and also the words "Against the proposed sale of the Electric Light
Works of the Town of Kent". Each and every elector voting at
said city election who desires to vote upon said question shall
vote thereon by marking his ballot either for or against said pro-
posed sale in the manner prescribed by law. The votes cast upon
said question shall be returned and canvassed and the result an-
nounced in the same manner and at the same time as the returns re-
lating to the election of the city officers of said Town.

Section 3. Notice of said election and of the submission
of the question of the sale of said electric light works thereat shall be given by publishing this ordinance in the White River Journal, the town official newspaper, in each of the four issues of said newspaper next preceding said election.

Section 4. If at said election a majority of said electors voting upon said question shall vote in the affirmative, it shall be lawful for the legislative authority of said Town to provide for the sale of and to sell said electric light works upon the terms and conditions prescribed in this ordinance.

Section 5. This ordinance shall be published once in the White River Journal, the official newspaper of said Town, as soon as practicable after its passage and shall take effect on such publication.

Passed the Council of the Town of Kent by the affirmative vote of four councilmen, at a regular meeting of said Council, this 20th day of October, 1902, the same being more than five days after the introduction of this ordinance, and this ordinance is approved by me this 20th day of October, 1902.

[Signature]
Mayor of the Town of Kent.

Attest: [Signature]
Town Clerk.