

No. 15.

An ORDINANCE, granting unto the Bentleyville Street Railway Company (to vest in, and be exercised and enjoyed by it, and its lessees, successors and assigns, upon the incorporation of said company) the consent of the Council of the Borough of Bentleyville, to enter upon Main Street, in said Borough, for the purpose of constructing, maintaining and operating thereon, a street railway for public use in the conveyance of passengers, express and all kinds of freight and property, and to exercise its corporate powers, by electric power, and providing for the terms, conditions and considerations moving the granting of such consent.

WHEREAS, A. H. Rick, W. W. Witz, D. N. McBride, E. B. Beach and R. C. Lightcap intend to make application to the Governor of the Commonwealth of Pennsylvania, for the incorporation, under the laws of said Commonwealth relating thereto, of a street railway company, under the name of "Bentleyville Street Railway Company," for the purpose of constructing, maintaining and operating in the Borough of Bentleyville, over the route hereinafter mentioned, a street railway for public use in the conveyance of passengers by electric power; but, under the provisions of the law aforesaid, they are not authorized to file their Articles of Association for said company until, and unless, there be filed with the same a duly certified copy of the ordinance of said Borough, authorizing the construction of said street railway therein by said company, when incorporated, and evidencing the consent of the Council of said Borough, required by the constitution of Pennsylvania, and the law aforesaid, and

WHEREAS, the said proposed incorporators have petitioned the Council of said Borough that they will in good faith make application for the incorporation of said street railway company, and that said proposed street railway company, when incorporated, and within the terms, conditions and considerations, and within

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the time hereinafter limited therefor, construct, maintain and operate in said Borough, and over the said route, the street railway aforesaid; and request that, to enable them to comply with the law and perfect their Articles of Association in the manner thereby required, said Council enact this ordinance authorizing the construction of said street railway by said company, when it shall have had been incorporated as aforesaid, and evidencing its consent, required by the Constitution and by the laws of said Commonwealth, and

WHEREAS, said Council desires to enact said ordinance for the purposes aforesaid, and upon the terms, conditions and considerations therein set forth, therefore,

BE IT ORDAINED AND ENACTED By the Borough of Bentleyville, in Council assembled, and it is hereby ordained and enacted by the authority of the same,

SECTION 1. That the consent given and granted by this ordinance, is so given and granted to vest in, and to be exercised and enjoyed by the Bentleyville Street Railway Company, when it shall have had been incorporated under the laws of Pennsylvania as hereinbefore mentioned, and the acceptance of the terms, conditions and considerations of this ordinance by said company after its incorporation, shall bind said company, its lessees, successors and assigns to the full and faithful performance of such terms, conditions and considerations, and with the same force and effect as if said consent had been given and granted subsequent to its incorporation.

SECTION 2. It is hereby provided, that whenever and wherever the terms "THE COMPANY" and "THE BOROUGH" are used in this ordinance, the same shall, respectively, be taken to intend and mean, and embrace, as follows: the term "THE COMPANY" shall be taken to intend and mean, and shall



embrace, Bentleyville Street Railway Company, when it shall have had been incorporated, and the lessees, successors and assigns of said company; and the terms, "THE BOROUGH" shall be taken to intend and mean, and shall embrace the Borough of Bentleyville, Washington County, Pennsylvania, and its successors and assigns.

SECTION 3. That the consent of the Council of "THE BOROUGH", be and the same is hereby granted unto "THE COMPANY", to enter upon Main Street in "THE BOROUGH", along the following route, to wit: Beginning at a point on the line between Somerset Township and "THE BOROUGH", near the North East Corner of "THE BOROUGH"; thence over private right-of-way along Pigeon Creek, crossing the public road about two hundred feet North West from the old Weaver house; thence by private right-of-way to a point on Main Street, between the tracks of the P. R. R. Company and the intersection of the Pittsburgh Road with said Main Street; thence South Westwardly along said Main Street, crossing the tracks of the P. R. R. Company and Pigeon Creek to the line between "THE BOROUGH" and the Borough of Ellsworth, and thence returning by the same route to the place of beginning, forming a complete circuit, for the purpose of constructing, maintaining and operating thereon, a street railway for public use in the conveyance of passengers, with the right to do an express business, and to transport thereover all kinds of freight and property, and the exercise of its corporate powers, by electric power, by a single track, together with the necessary sidings, turnouts, and switches; the location of the single track aforesaid, and all sidings, turnouts and switches to be designated by the Council of "THE BOROUGH"; also the right to erect and maintain on said street, all such poles, wires, cables and such other apparatus as shall be necessary for the successful operation



of said street railway. And "THE COMPANY" is hereby given the right and privilege to inspect, alter with the consent of said Council, and repair its said railway within "THE BOROUGH". In the construction or repairing of said railway not more than 700 feet of said street shall be opened or obstructed at any one time, without the consent of said Council, and said street railway shall be constructed at the grade now fixed and established for said Main Street.

It is provided, however, that "THE COMPANY" may, in the construction of its said railway, and if in its judgment the safety and convenience of public travel will be subserved thereby, deflect from the route as above designated at the intersection of the Washington Road, and instead of running along Main Street over P. R. R. Company's tracks and Pigeon Creek, it may run Westwardly along said Washington Road to such a point as will permit "THE COMPANY" to cross, by private right of way, the tracks of the P. R. R. Company over-head, and thence returning to Main Street at such point as shall be advantageous to "THE COMPANY"; or continue by private right of way, and not return to Main Street, to the line between "THE BOROUGH" and the Borough of Ellsworth.

In case "THE COMPANY" shall elect to deflect from Main Street at the Washington Road as aforesaid, and construct its track, wholly or in part, over private right of way, from said Washington Road to the line between "THE BOROUGH" and the Borough of Ellsworth, and does so construct the same, such part or parts of said Main Street as shall not be occupied by the track of said company in said deflection shall be deemed to have been abandoned by "THE COMPANY".

SECTION 4. All poles of "THE COMPANY", which shall be either wood or iron, at the option of "THE COMPANY", shall be first class in every respect, none of which poles shall be less than twenty feet in height. All poles shall be located and erected under the direction of the Committee on Streets of "THE BOROUGH"; if after the location thereof, any pole or poles become objectionable or unsatisfactory to the said Council on account of public improvements, they shall be removed by "THE COMPANY" within ten days after notice from said Council so to do, and re-set under the direction of the Council, at the cost and expense of the said "THE COMPANY". If, after the notice aforesaid, the said "THE COMPANY" shall neglect or refuse to so remove and re-set such pole or poles, such pole or poles



may be removed and re-set by "THE BOROUGH", and the costs and expenses thereof shall be collected from said "THE COMPANY", as like debts are now by law collectible.

SECTION 5. All wires, cables and other overhead system or means used over the surface of any street shall be properly insulated, and shall be suspended at a height of not less than sixteen feet above the grade thereof, and all cars operated within the limits of "THE BOROUGH" shall be equipped with fenders of a design generally approved by the authorities of Boroughs in Pennsylvania.

SECTION 6. All pavements, curbs and paving affected, either in the construction, maintenance or operation of said railway, shall be replaced, under the supervision of the Borough Engineer, and constantly kept in as good condition and repair as before the entry of said "THE COMPANY" thereon. If, at any time, any pavement, curb or paving is left, or becomes in bad repair, by reason of the construction, maintenance or operation of said railway, and "THE COMPANY" shall neglect or refuse to replace the same in a condition as good as before entry, within ten days after notice from said Council so to do, the said Council shall proceed to repair such pavement, curb or paving, and collect the cost and expense thereof from "THE COMPANY", as like debts are now by law collectible.

SECTION 7. If any action or suit is brought against "THE BOROUGH", for the recovery of damages for personal injuries, occasioned by either the construction, maintenance, or operation of said street railway in said Borough, it shall be the duty of "THE COMPANY", upon receiving notice from the Borough Solicitor to defend the said suit or action, as many as shall be brought, on behalf of "THE BOROUGH", and if a recovery is finally had in said suit or action, or all of them, "THE COMPANY" shall pay the



amount thereof, with interest and costs, to the party or parties recovering the same. In event that the said "THE COMPANY" as above provided fails to comply with the provisions of this section, and defend any or all of said suits or actions, as above directed, it shall, "THE COMPANY", be liable to repay "THE BOROUGH" any and all such sum or sums recovered as aforesaid, with interest and costs, and its own reasonable expenses and charges incurred in defending such suits or actions, provided, however, that this section applies only to cases in which the Borough Solicitor, or other proper officer of said "THE BOROUGH" shall give such reasonable notice to "THE COMPANY", as will permit "THE COMPANY", to defend the said suits or actions in ample time to protect the interest of "THE COMPANY".

SECTION 8. That "THE COMPANY" shall upon the first Monday of December, in each and every year, present a written report to the Council of said Borough, setting forth the number of poles, stubs and anchors and the number of miles of suspended wire or cable owned by "THE COMPANY" in and upon the said streets.

SECTION 9. "THE BOROUGH" hereby expressly reserves the right to grant unto any other street railways company, duly authorized to construct a railway in said Borough, the privilege of crossing at grade any of the tracks of "THE COMPANY", in said Borough, provided, that such crossing shall be so constructed and operated that the same shall not affect the convenient and safe operation of the railway of "THE COMPANY".

SECTION 10. "THE BOROUGH" hereby expressly reserves the right to ordain and enact such other reasonable regulations of a general character in regard to the said



(e) "THE COMPANY" shall begin the construction of its said railway in said Borough in good faith within eight months have its said railway completed and in operation within the limits of "THE BOROUGH", and in actual use in the regular conveyance of passengers within twenty months, and furnish street railway service regularly between "THE BOROUGH" and Monongahela City within four years, after the acceptance of this ordinance.

(f) "THE COMPANY" shall not charge a greater rate for the transportation of express, freight and property, or the conveyance of passengers, over its said street railway, than is charged by similar companies in like Boroughs.

(g) "THE COMPANY" shall within ninety days after the approval of this ordinance, and at the time of the filing of its acceptance thereof, file a bond with the Borough Clerk, to "THE BOROUGH", in the sum of Four Thousand (4000) Dollars, with sureties thereon sufficient and satisfactory to the Councils of "THE BOROUGH", conditioned that "THE COMPANY" shall at all times save, protect and keep harmless "THE BOROUGH" from all actions and suits brought against "THE BOROUGH", for the recovery of damages for personal injuries, as specified in Section 7 of this ordinance; it is provided, however, that if "THE COMPANY" shall have had kept and performed faithfully the conditions of said bond at that time, "THE COMPANY", when the street railway provided by this ordinance shall have had been completed, shall have the right to supplement, or replace, the bond provided for in this clause, by its own bond, in the amount and with the conditions aforesaid, but without surety or sureties thereon.

(h) In compensation for the injuries occasioned to the present brick paving in said Main Street, and the in-



railway, as in its judgment the interests of the public demand.

SECTION 11. The consent of "THE BOROUGH" hereinbefore given, and the rights and privileges granted by this ordinance, are so given and granted upon the following express terms, conditions and considerations, and the acceptance hereof by "THE COMPANY" shall constitute an agreement and contract with "THE BOROUGH", for the full and faithful performance thereof by "THE COMPANY".

(a) That "THE COMPANY" shall accept the provisions of this ordinance, under the seal thereof, in writing, which acceptance shall be filed with the Borough Clerk within ninety days after the approval of this ordinance.

(b) In the event "THE COMPANY" enters upon the Washington Road for the purpose of deflecting from its route in Main Street, as provided for in Section 3 of this ordinance, it shall, at the time of making entry for the purpose of constructing its track therein, grade said Washington Road to conform to the grade established by "THE BOROUGH", and pave the same for the width of twenty feet, and maintain the portion thereof between the tracks and for twelve inches on each side thereof, in good condition.

(c) "THE COMPANY" shall paint all of its poles located within the limits of the Borough, and keep them painted.

(d) "THE COMPANY" shall pay, or cause to be paid, into the Treasury of "THE BOROUGH", annually, and as a part of the consideration moving this grant, the sum of fifty cents on each and every pole, stub and anchor erected and used in the maintenance of said street railway in the streets and highways thereof, which compensation shall be paid not later than the first day of February in each year hereafter.



convenience arising from the construction of said street railway therein, "THE COMPANY" shall pay to "THE BOROUGH", and as liquidated damages therefor, the sum of Two Thousand (\$2,000.00) Dollars, (at the times following, to wit: One Thousand (\$1,000.00) Dollars) thereof in cash at the time of the acceptance of this ordinance as hereinbefore provided, and the balance thereof, to wit: One Thousand (\$1,000.00) Dollars, before entering upon said Main Street for the purpose of constructing said street railway.

(1) "THE COMPANY", in the construction of its said street railway shall use girder rails, to be approved by "THE BOROUGH", and weighing not less than seventy pounds, per yard, laid on ties not less than six by eight inches in size, and the rails shall not be less than seven inches in height, and the top of the rail shall conform with the surface of the paving when laid.

SECTION 12. The said "THE BOROUGH" hereby expressly reserves the right to annul, revoke, repeal and make void, by an ordinance duly enacted and approved, any and all the rights and privileges granted by this ordinance, upon being satisfied that any one of the provisions hereof has been violated, or upon failure of "THE COMPANY" to do, keep and perform any one, or all of the provisions hereof.

SECTION 13. That any delay, or failure, on the part of "THE BOROUGH" to avail itself of any of the privileges, remedies or recourses from, or against "THE COMPANY" accruing to "THE BOROUGH" under this ordinance, for failure on the part of "THE COMPANY" to do, keep, or perform any of the terms or conditions of this ordinance, beyond the times herein limited for the doing, keeping and performing



thereof, shall be deemed and construed to be an indulgence, and such delay or failure shall not be considered laches on the part of "THE BOROUGH".

SECTION 14. "THE COMPANY" shall pay the costs and expenses incident to the preparation, enactment and publication of this ordinance.

ORDAINED AND ENACTED Into an Ordinance this first day of July, A. D. 1912.

W B Grouch  
President of Council.

ATTEST:

W. Stephens  
Borough Clerk.

EXAMINED AND APPROVED By me this 5th day of July, A. D. 1912.

W M Johnson  
Burgess.



I, W. R. STEPHENS, Borough Clerk of the Borough of Bentleyville, Washington County, Pennsylvania, do hereby certify that the foregoing is a full, true and complete copy of an ordinance adopted by the Council of the Borough of Bentleyville on the first day of July, A. D. 1912, approved by the Burgess thereof on the fifth day of July, A. D. 1912, as fully and completely as the same remains of record in the Ordinance Book of the said Borough.

W. R. Stephens

Borough Clerk.

July 6, 1912.