July 5, 1963

A special meeting of the Elkton Town Council was held July 5, 1963, at 8;00 p.m. with the following council members present: J. C. Black, E. F. Garber, R. H. Painter, H. A. Workman, R. B. Hutton and M. W. Lough.

J. C. Black moved, seconded by E. F. Garber and passed to grant the Harrisonburg Telephone Company a franchise as follows:

AN ORDINANCE GRANTING FRANCHISE TO THE HARRISONBURG

TELEPHONE COMPANY

Whereas, a proposed ordinance entitled "ORDINANCE GRANTING TELEPHONE FRANCHISE" was ordered to be advertised by the Council of the Town of Elkton, Virginia, after its terms had been approved, and

Whereas, the terms of said ordinance were approved by the Council of the Town of Elkton and the same had been published once a week for four successive weeks in the "Daily News Record," a newspaper published in the city of Harrisonburg and having general circulation in the Town of Elkton, and said advertisement invited bids for the franchise proposed to be granted in said ordinance, said bids to be in writing and delivered upon the day and hour named in said advertisement to the presiding officer of the Council of the Town of Elkton in open session, and

Whereas, at the session of the said Town Council to receive said bids, the presiding officer read aloud the only bid received, which was the bid of the Harrisonburg Telephone Company, in writing and for the sum of One Hundred Dollars ($100.00), and

Whereas, inquiry was then made by the presiding officer if any further bids were offered, and, there being none, the presiding officer then declared the bidding closed, and

Whereas, the said proposed ordinance and the said bid were referred to the Town Council as a committee of the whole, which reported in favor of accepting said bid and adopting said ordainance; Now, Therefore:

ORDINANCE GRANTING TELEPHONE FRANCHISE.

BE IT ORDAINED by the Common Council of the Town of Elkton as follows:

1-Subject to conditions, restrictions and reservations hereinafter expressed, and to the provisions of the general law of the State of Virginia, a franchise is hereby granted to the Harrisonburg Telephone Company, a corporation created under the laws of the State of Virginia, its successors and assigns, to erect, maintain and operate for the period of thirty (30) years from the passage of this ordinance, telephone lines upon, along, over and under the public highways, streets and alleys of the Town of Elkton, including the needful poles, wires, cable, conduits, fixtures and appliances as the business of said Company, its assigns and successors may from time to time require, and to use the property of other companies and permit other companies to use its property upon such terms as the two companies may agree.

2-The location of the poles and conduits authorized by this ordinance shall be subject to the supervision, control and direction of the Council of the Town of Elkton, or of such person or muncipal agency as may have authority in such matters, or as may be especially designated by the Council, and all damage done to any street, sidewalk or other public property, right or easement, in the construction, maintenance, operation or repair of the lines of the said Company, shall be promptly and efficiently corrected and repaired by the said Company, its successors or assigns; and upon failure to make such repairs without delay, the Council, its proper committee, or any other proper municipal agency, may make the same, and the cost thereof shall be immediately paid by said Company, its successors or assigns, upon presentation of a statement of such costs, in which shall be included a proper allowance for the time of any salaried officer or agent of the town employed on the work or in the direction of supervision of such repairs. The grantee shall have the right to cut in a reasonable

and careful manner from any tree or trees on the streets of the said Town, such limbs or branches as may be necessary to keep its wires and other fixtures and appliances free from interference therefrom and in a safe and efficient operating condition.

3-The Town of Elkton assumes and will be subject to no responsibility or liability whatever for any private damage that may arise out of the exercise by said Company, its successors or assigns, of the privileges granted by this ordinance, but said Company, its successors or assigns shall pay all such damages as may legally be demandable.

4-The said Company shall furnish signal circuits without cost where needed for municipal police and fire department signal and alarm services, whenever such services or systems may be desired, and shall maintain eight main business telephones for the use of the town officials in transacting the said Town's business affairs, such telephones to be installed in such places as the Council may designate.

5-The said Company shall be subject at all times to the ordinances and resolutions of the Council now in existence or which may be hereafter enacted relative to the use by telephone companies of the public highways within the town limits, but no electric or other wires shall be placed upon the poles of the said Company without the consent of the grantee herein, or its successors or assigns.

6-The said Company shall at all times indemnify and fully compensate the town for all damages to its streets, sewers, water pipes, electric lines or other properties, caused by said Company or arising in any way out of its acts or omissions or the acts or omissions of its officers, agents or employees, when acting within the scope of their employment.

7-The right of the municipality to impose any lawful license or property tax upon the said Company is reserved, and is not to be deemed as in any manner waived or abridged by this ordinance.

8-This ordinance is not intended and nothing herein contained shall be construed to grant an exclusive privilege, franchise or right to said Company but the Council reserves full right and power ro grant the same or similar rights and privileges to other persons or corporations.

9-The said Company shall maintain in good order an efficient telephone system and provide efficient public service at reasonable rates for the inhabitants of the Town of Elkton.

10-If the said Company, its successors or assigns, fails to provide an efficient telephone service at reasonable rates for the inhabitants of the Town of Elkton, or if it violates the provisions or makes default in the performance of the requirements of this ordinance in any other material respect or particular, then in either event written notice of such violation or default may be given by said Town to said Company or its successors or assigns, and unless said Company shall, within thirty days from receipt of such notice, cease such violation and comply with the terms of this franchise, then this franchise shall, at the option of the Council of the Town of Elkton, become null and void, and be forfeited, and said Council may so declare it, and thereupon all rights, privileges, and franchises hereby granted shall cease.

11-This ordinance shall take effect from its passage.

BE IT FURTHER ORDAINED that the Harrisonburg Telephone Company, before proceeding to act under this ordinance, shall execute a bond with good and sufficient security in the penalty of the One Thousand Dollars ($1,000.00) in favor of the Town of Elkton, conditioned upon the construction and putting into operation and maintaining in good order the plant and equipment provided for in this franchise.

It is further ordained tha the Town Council does hereby approve the location of the poles and conduits already placed and maintained by the Harrisonburg Telephone Company on the streets of the Town.

Passed by the Council of the Council of the Town of Elktnn, Virginia, July 5, 1963.

Approved /s/ R. H. Lough, Mayor

Attest /s/ L. L. Lawson, Recorder

I, L. L. Lawson, Town Clerk or Recorder of the Town of Elkton, Virginia, do hereby certify that the above and foregoing is a true, accurate and complete copy of the ordinance granting a franchise to the Harrisonburg Telephone Company, enacted by said Town Council on the 5th day of July, 1963, by a recorded, affirmative vote of three-fourths of all the members elected thereto, and I further certify that the requirements of the laws of the State of Virginia regulating the granting of franchises by Cities and Towns were duly complied with.

In witness I have hereto set my hand as Clerk of the Town of Elkton this 5th day of July, 1963.

/s/ L. L. Lawson, City Clerk

KNOW ALL MEN BY THESE PRESENTS:

That the HARRISONBURG TELEPHONE COMPANY, a Virginia Corporation, is held and firmly bound unto the Town of Elkton, Virginia, in the sum of ONE THOUSAND DOLLARS ($1,000.00) to be paid to the said Town of Elkton, its successors or assigns, for which payment well and truly to be made, the said Harrisonburg Telephone Company binds itself, its successors and assigns.

IN TESTIMONY WHEREOF, the said Harrisonburg Telephone Company has caused this bond to be signed in its name and on its behalf by Harry P. Cavendish, its President and its corporate seal to be affixed hereto, attested by Elizabeth Dull, its Secretary.

The conditions of the above obligation are such that,

Whereas, by an ordinance adopted by the Town Council of the said Town of Elkton, Virginia, at a meeting held on the 5th day of July, 1963, the said Harrisonburg Telephone Company, its successors and assigns, was granted a franchise for a period of Thirty (30) years from and after that date to erect, maintain and operate telephone lines upon along, over and under the public highway, streets and alleys of the said Town of Elkton, including the necessary appurtenances thereto and subject to the conditions set out in said ordinance and franchise.

Now Therefore, if the said Harrisonburg Telephone Company shall construct and put into operation the plant and equipment provided for in said franchise which are reasonably necessary for the exercise of the rights and privileges thereby granted, with Twelve (12) months from the date of the passage of the said ordinance and will maintain the same in good order throughtout the term of said grant, then thisobligation shall be null and void, otherwise to remain in full force and effect.

Dated this 5th day of July, 1963.

Harrisonburg Telephone Company
BY: /s/ Harry P. Cavendish
President

CORPORATE SEAL

ATTEST: Elizabeth Dull /s/
Secretary

THIS AGREEMENT made and entered into this 1st day of August, 1947, by and between HARRISONBURG TELEPHONE COMPANY, a Corporation, first party, hereinafter called "The Telephone Company," and the TOWN OF ELKTON, a municipal corporation of the State of Virginia, second party, hereinafter called "The Town."

WITNESSETH:

WHEREAS, the said Telephone Company is now providing telephone service in said Town pursuant to a franchise granted on July 7, 1938, and

WHEREAS, the said Town certain equipment used in supplying electric service in said Town, including certain poles, and

WHEREAS, certain poles located in said Town are now jointly used and maintained by the Town and Telephone Company, said parties desire to enter into an agreement for the purpose of providing for joint construction, maintenance, use and ownership of said poles.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, it is agreed as follows:

FIRST: All "joint-use poles," as hereinafter defined, shall be jointly owned, each party hereto having a fifty per cent interest therein and the cost and responsibility of maintenance thereof shall be divided as outlined herein.

SECOND: A "joint-use pole" shall be any pole to which is attached the circuits and equipment of both parties, excepting guys. Attachment of primary, secondary, or street lighting circuit by the Town, or one or more circuits of the Telephone Company, either in cable, open wire or twist, shall be construed as use by the respective party.

THIRD: The standard for joint-use poles shall be 35' close 5 and either party requiring a higher or larger pole, shall pay the additional cost thereof.

FOURTH: All new joint-use poles which are standard or smaller, shall be placed at equal cost to each party.

FIFTH: poles which formerly belonged to either or its predecessors and which are re-used in place, thereby becoming joint-use poles, shall be valued at the average cost of new poles of the size and depreciated according to age, (5% per year being used as basis for depreciation). The party not formerly having an interest in such pole shall then buy one-jalf (½) interest therein at this value.

SIXTH: When a good pole belonging to one party must be replaced to become suitable for joint use, the depreciated value and the salvage value shall be determined, one-half (½) the difference of the values shall then be added to the new party's share of the cost of the new pole and credited to the former owner's share of the cost of the new pole.

SEVENTH: Each party shall at all times place, move, transfer, or rearrange its own circuits and equipment at its own expense except as stated in paragraph 8/

EIGHTH: In the event either party to this agreement desires to change the location of any joint pole, or equipment thereon, the party desiring such change shall give the other party hereto at least thirty (30) days notice in writing before making or having such change made, and shall make such change at its own expense.

NINTH: It is agreed that the Town shall not increase the voltage of any of its circuits on the joint poles, or place any wires of lighter voltage thereon, without first giving the Telephone Company at least sixty (60) days notice in writing of its intention to do so.

TENTH: Either party may at any time abandon the use of said poles, or any of them, by giving to the other party sixty (60) days notice in writing of its intention to abandon, and by removing its attachments therefrom within said sixty days. The party giving such notice shall,offer the removal of its attachments, and written notice to the other party that such attachments have been removed, cease to have any interest in, or to be liable for any obligation, expense or other charge incurred thereafter in connection with said pole or poles, which with all rights of way for the same, shall thereupon become the sole property of the other party without any payment whatever by said party, and said party giving such notice as aforesaid shall, upon the request of the other party, execute such instruments as may be required by said other party for thepurpose of transferring its undivided one-jalf share in said poles.

If the other party also elects to abandon its use of the pole or poles mentioned in said notice, and shall give notice thereof in writing written sixty (60) daysperiod, the said jointly used pole or poles shall be removed, and each party shall pay one-half of the cost of such removal, due allowance being made and proper credit given for the salvage recovered.

ELEVENTH: This agreemant shall apply to and be binding upon the successors or assigns of the respective parties.

TWELFTH: All construction and maintenance shall conform to the rules of the National Electric Safety Code, except when such compliances are expressly waived in writing by the parties hereto. All electric transmission and power wires shall be placed above the wires of the Telephone Company/

THIRTEENTH: This contract is made subject to the terms of the franchises of the Telephone Company, and nothing herein shall be enforceable which is contrary to, or in conflict with, therterms of such franchises, but in all other respects the same shall be and remain valid and binding, and shall continue in force until terminated by mutual consent of the parties hereto or by operation of law, or by notice given pursuant to the tenth paragraph above.

IN WITNESS WHEREOF, the Harrisonburg Telephone Company and the Town of Elkton have caused this writing to be executed in duplicate by their respective and duly authorized officers and their corporate seals to be affixed hereto all as of the day and year first above written.

HARRISONBURG TELEPHONE COMPANY
By: Franck C. Switzer
General Manager

ATTEST: Elizabeth Dull
Secy. & Treas.

TOWN OF ELKTON
By: J. S. Workman
Mayor

ATTEST: H. T. Frey