

way Company shall be allowed to use the tracks of the said The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, within the corporation limits of Pomeroy, Ohio, upon the payment by said first named company, of a proportionate amount of the cost of construction, and also the maintenance of said tracks according to wheelage.

SEC. 9. It is a further condition hereof that the said The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company shall contract with and grant to any other electric railway company or companies the right and privilege to use its said tracks and crossovers or any part thereof upon the following described streets and highways, to-wit: Front street between Butternut street intersection, Chester road intersection; all of Chester road between intersection of Chester road and Front street to the north corporation line of said Chester road toward Chester — that may be constructed under the terms and conditions thereof upon such terms and conditions as may be agreed upon by and between the said The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, its successors and assigns, and said electric railway company or companies; and in the event that said The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, its successors and assigns, and said electric railway company or companies shall be unable to agree upon the terms and conditions as to the use of its tracks and crossovers upon those of public highways mentioned and described in this section by said electric railway company or companies then, and in that event the question as to the terms and conditions of said use of said tracks and crossovers shall be submitted to three disinterested persons acting as arbitrators who shall be chosen as follows: One person by the said The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, its successors and assigns, one person by said electric railway company or companies, and one person by the Council of the said Village of Pomeroy. A decision of the majority shall be final and conclusive and shall be binding upon the said The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, its successors and assigns, and said electric railway company or companies and its or their successors

or assigns. Provided, however, that should the said The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, its successors and assigns, of said electric railway company or companies, its or their successors and assigns, or either of them fail or refuse to select an arbitrator as hereinbefore provided within ten (10) days after the inability of said company or companies to agree upon terms and conditions as to said use of said tracks and crossovers as herein provided, then the Council of said Village of Pomeroy, Ohio, shall appoint one person or not more than three persons as they deem fit to act as arbitrator or arbitrators for said company or companies, so failing or refusing to appoint as herein provided. Provided further, however, that The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, its successors and assigns, shall not be required to enter into any contract with, make any grant to or permit the use of its track and crossovers by any other electric railway company or companies which would interfere with the convenient and practical enjoyment and exercise of the rights, privileges and franchise herein granted to the said The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, its successors and assigns.

SEC. 10. One of the conditions of the granting of this franchise to the said The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, is that the rail to be used in laying its track shall be a T rail not less than (7) inches deep and the streets and highways so paved between the rails as not to impede the use of same by the traveling public by and through other modes of conveyance.

SEC. 11. The authority, right and franchise hereby granted shall continue for the period of twenty-five (25) years from the date of the granting of this ordinance by the Village Council.

SEC. 12. This ordinance shall take effect and be in force from and after its passage, approval by the Mayor, acceptance by The Marietta, Belpre, Parkersburg, Pomeroy and Gallipolis Tramway Company, and legal publication. Said publication and expense thereof to be paid by the company receiving this franchise.