

Ordinance Granting Southern Public Utilities Company The Right to Use Streets, Etc., of City

An Ordinance Granting to Southern Public Utilities Company the Right to Use the Streets and Other Public Places of the City of Anderson for the Purpose of Supplying Water, Electric Lights and Power to the City of Anderson and its Inhabitants.

BE IT ORDAINED by the mayor and aldermen of the city of Anderson in council assembled:

Section 1. That the city of Anderson, South Carolina, hereby grants unto the Southern Public Utilities Company, its successors and assigns, the right and privilege to use the streets, alleys, roads, sidewalks and other public places of said city for the purpose of constructing, erecting, maintaining and operating poles, wires, transformers and all other necessary apparatus and appliances for the purpose of selling, transmitting and distributing electrical energy to and within the city of Anderson and to its inhabitants; subject, however, to such reasonable rules and regulations as are now in force and as may hereafter be promulgated by the municipal authorities of said city, and in accordance with the terms and provisions hereinafter set out.

Sec. 2. The city of Anderson, South Carolina, hereby grants unto the Southern Public Utilities Company, its successors and assigns, the right and privilege to use the streets, alleys, roads, sidewalks and other public places of said city for the purpose of laying water mains, water pipes, and such other apparatus and appliances as may be necessary or convenient in furnishing water to and within the city of Anderson and to its inhabitants for domestic and industrial purposes; subject, however, to such reasonable rules and regulations as are now in force and as may hereafter be promulgated by the municipal authorities of said city, and in accordance with the terms and provisions hereinafter set out.

Sec. 3. The said company shall provide sufficient space on its poles for the erection, installation, maintenance and operation of a fire alarm and police signal system, one or both, now or hereafter to be installed by the said city; and the said company shall erect, install and maintain same when thereunto required by said city; provided, however, that the city shall pay to said company the actual cost of labor and material of erecting, installing and maintaining same.

Sec. 4. All poles erected by said company shall be located and erected under the direction and supervision of the city engineer or such person or persons as the municipal authorities of said city shall from time to time prescribe; and the said company shall in doing any of such work on any of the streets, alleys, highways or public places of said city forthwith restore and leave said streets, alleys, highways or public places in as good condition as they were prior to the doing of such work, subject to the approval of the municipal authorities; and the said company shall indemnify and hold harmless the said city from any and all damages, costs, expenses, judgments or sums of money arising incurred or recovered against said city in any action, suit or proceeding arising or growing out of any negligence, mismanagement, act or omission by said company in the construction, installation, maintenance or operation of any of its poles, wires, electrical apparatus, pipes or mains in the streets, alleys, highways or public places of said city, or in any other manner arising or growing out of the exercising by said company of any of its rights or privileges under this franchise.

Sec. 5. All pipes and water mains hereafter installed by the said company shall be located and installed under the direction and supervision of the city engineer or such person or persons as the municipal authorities of said city from time to time shall prescribe; and the said company shall in doing any of such work on any of the streets, alleys, highways or public places of said city forthwith restore and leave said streets, alleys, highways or public places in as good condition as they were prior to the doing of such work, subject to the approval of the municipal authorities; and the said company shall indemnify and hold harmless the said city from any and all damages, costs, expenses, judgments or sums of money arising incurred or recovered against said city in any action, suit or proceeding arising or growing out of any negligence, mismanagement, act or omission by said company in the construction, installation, maintenance or operation of any of its poles, wires, electrical apparatus, pipes or mains in the streets, alleys, highways or public places of said city, or in any other manner arising or growing out of the exercising by said company of any of its rights or privileges under this franchise.

Sec. 6. The company shall immediately upon the acceptance of this ordinance, or as soon thereafter as it conveniently can, and within twelve months from acceptance, replace all water mains of four inches, or less, in diameter, that are now used to supply water to fire hydrants with mains not less than six inches in diameter; and no mains of a less diameter than six inches shall hereafter be laid to supply water to fire hydrants in said city. The said company shall maintain during all fires a pressure of not less than ninety (90) pounds at its standpipes as at present located, and a pressure of not less than eighty-five (85) pounds at the present court house square in said city, and shall always maintain such pressure during a fire as may be necessary to provide efficient service in fighting same, taking into consideration the size of the main and the number and size of hose that is attached to any hydrant or standpipe on said main; provided, however, that when any main in any district shall be less than that prescribed by the officials of the Southeastern Underwriters Association, or in its absence, then by the officials of the National Board of Fire Underwriters, for other cities under similar conditions, then upon twelve (12) months notice in writing the company shall replace or so reinforce its said main or mains so that it or they shall conform to the uniform standards of said Underwriters Association or National Board of Fire Underwriters in other cities of the same class as the city of Anderson.

Sec. 7. The quantity of water to be furnished by the said company hereunder at all times shall be of such purity and fitness as is proper and safe for domestic use, and shall be such as to meet and pass the requirements of the board of health of the city of Anderson or of the State of South Carolina, or other competent and reliable authority or experts.

Sec. 8. The city shall have the right at any time hereafter to purchase the entire water plant of the company with all the machinery, appliances, mains, water rights, easements and real property necessary for its operation by paying to the company the fair and reasonable value of the same as a going concern, subject to its physical depreciation; and in the event the company and city can not agree upon such valuation, then the question of such value shall be referred to and be determined by arbitrators as herein provided for the determination of the value of the water plant. In determining such value no account shall ever be taken of any good-will or franchise value, and in the event of the purchase by the city of the electrical plant as aforesaid, any and all rights and privileges granted to the company by this or any other ordinance of the city, in so far as it or they confer on the company the right to sell or distribute electrical energy for electric lighting purposes and for small power or in connection therewith in said city, shall thereafter become null and void.

Sec. 9. In the event of the purchase of said water plant as provided herein, then upon the conveyance of such plant to the city, all rights and privileges granted to the company by this or subsequent ordinances in so far as it confers on the company the right to sell or distribute water in said city shall cease and determine and become null and void.

Sec. 10. The city of Anderson shall have the right at any time after one year from the date of the passage of this ordinance, and at any time thereafter, but not oftener than once in every five years, to purchase the company's electrical plant and appliances, in use in the city for supplying electrical light and small power in connection therewith at the time of purchase, by paying to the company the fair and reasonable value of the same. And in the event the company and city can not agree upon such valuation, then the question of such value shall be referred to and be determined by arbitrators as herein provided for the determination of the value of the water plant. In determining such value no account shall ever be taken of any good-will or franchise value, and in the event of the purchase by the city of the electrical plant as aforesaid, any and all rights and privileges granted to the company by this or any other ordinance of the city, in so far as it or they confer on the company the right to sell or distribute electrical energy for electric lighting purposes and for small power or in connection therewith in said city, shall thereafter become null and void.

Sec. 11. The city of Anderson shall have the right at any time hereafter to purchase the entire water plant of the company with all the machinery, appliances, mains, water rights, easements and real property necessary for its operation by paying to the company the fair and reasonable value of the same as a going concern, subject to its physical depreciation; and in the event the company and city can not agree upon such valuation, then the question of such value shall be referred to and be determined by arbitrators as herein provided for the determination of the value of the water plant. In determining such value no account shall ever be taken of any good-will or franchise value, and in the event of the purchase by the city of the electrical plant as aforesaid, any and all rights and privileges granted to the company by this or any other ordinance of the city, in so far as it or they confer on the company the right to sell or distribute electrical energy for electric lighting purposes and for small power or in connection therewith in said city, shall thereafter become null and void.

Sec. 12. The said Southern Public Utilities Company shall furnish in writing sufficient and satisfactory evidence to the city council that all rights and privileges heretofore granted by the said city to Anderson Water, Light and Power Company have been legally acquired by said Southern Public Utilities Company, and that said city shall thereupon be released from further obligation or liability to said Anderson Water, Light and Power Company, or any trust or other company or person to whom said city may in any manner be obligated or liable in any manner by reason of or in connection with any matter or thing assumed or incurred by said city in connection with or growing out of its obligation to said Anderson Water, Light and Power Company, before and as a condition precedent to this becoming a binding and valid contract between the parties hereto, if the contract existing between the said city and the said Anderson Water, Light and Power Company shall not have terminated by limitation at the time of the ratification of this agreement.

Sec. 13. This franchise or privilege shall be deemed and taken as a part of, and construed in connection with, the written agreement of even date entered into by the parties hereto prescribing and regulating rates for furnishing water, lights and power to the city of Anderson and its inhabitants by said company.

Sec. 14. By accepting this franchise and the agreement aforesaid said Southern Public Utilities Company shall bind itself and its successors and assigns to the faithful performance of its duties and obligations hereunder; and should said company refuse or fail for a period of thirty days, except by act of God, to restore the service herein undertaken by it then its rights and privileges hereunder shall cease and determine, and said city may take charge of and operate its said plant or plants and pay said company a reasonable rental for the use thereof until it can purchase same or make other arrangements for providing water, lights and power to the city and its inhabitants. And said Southern Public Utilities Company shall not sell, assign, transfer, subject or otherwise dispose of its plant or any portion thereof, or its rights and privileges thereunder, or any portion thereof, to any person, firm or company without the written consent of the municipal authorities, and thirty days public advertisement shall be given of its intention to apply for such written consent so to do, unless such person, firm or corporation so purchasing enters into a contract with the city of Anderson to be bound by all the terms, stipulations and agreements set forth in this contract; and provided further that such person, firm or corporation shall have actual paid-in capital at the time of the proposed sale or transfer of not less than said Southern Public Utilities Company now has, to-wit, \$3,500,000; and the person, firm or corporation to whom such sale or transfer is made shall not, in turn, sell or transfer same, or any part thereof, nor subject same, or any part thereof, except as herein provided as to the first sale or transfer thereof.

Sec. 15. The foregoing ordinance and the agreement as to rates, etc., adopted and ratified in connection with and as a part of, and of even date with the foregoing ordinance shall not be affected or become a valid and binding contract between said city and said company unless said company shall file a legally authorized acceptance thereof within thirty days from the ratification of this ordinance, which duly executed acceptance shall be recorded by the city clerk at the time of this ordinance; and if such acceptance is not filed within thirty days as aforesaid, then this ordinance and the agreement adopted in connection therewith shall become null and void.

DONE AND RATIFIED IN COUNCIL, this 10th day of February, 1914.

(Signed) Lee G. Holliman, Mayor.

Attest: (Signed) J. H. Godfrey, City Clerk.

I hereby certify that the foregoing is a true and accurate copy of the ordinance adopted February 10th, 1914, and that said ordinance has been accepted by the Southern Public Utilities Company.

(Signed) J. H. Godfrey, City Clerk.

February 11th, 1914.

Franchise Contract Between City of Anderson and Southern Public Utilities Company

MEMORANDUM OF AGREEMENT

made and entered into this 10th day of February, 1914, by and between the Southern Public Utilities Company, a corporation organized and existing under and by virtue of the laws of the State of Maine, hereinafter referred to as the "Company," party of the first part, and The City of Anderson, a municipal corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter referred to as the "City," party of the second part.

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter set forth, the expected performance thereof and other good and valuable consideration, and as a part of the privilege granted by said city to said company to sell and deliver water and electric energy in said city, and of even date herewith, and to be taken and construed in connection therewith, the parties hereto have agreed and do agree with each other as follows, to-wit:

1. The company agrees to furnish to the city for a period of five years from the date hereof water to be delivered to not less than one hundred seventy-four (174) hydrants now installed in said city and to be used in fighting fire and for fire practicing by its firemen at the following rates, to-wit: Forty dollars (\$40.00) per annum per hydrant; and it is understood and agreed that the city may from time to time have installed such other and additional hydrants as it may elect upon payment for each hydrant of forty dollars (\$40.00) per annum; provided that such additional hydrants shall not be located more than four hundred forty (440) feet distant each from the other; and in the event such hydrants are located each or one from the other a greater distance than four hundred forty (440) feet, then the city shall reimburse the company for the actual cost of such additional hydrants; and it is further understood that upon the city ordering any additional hydrants the company shall have a reasonable time in which to install the same, taking into consideration the season of the year at which the work is ordered to be done. If, after locating the hydrants a greater distance than four hundred forty (440) feet each from the other, the city shall thereafter order installed intermediate hydrants so that the hydrants thus installed shall be no greater distance each from the other than four hundred forty (440) feet, then the company shall refund to the city such sum as may have been paid on account of laying mains a greater distance than four hundred forty (440) feet to reach a hydrant.

2. The company agrees to light and keep burning from first dusk to late dawn of each day for a period of five years (5) from the date hereof not less than the one hundred and sixty-seven (167) arc light which are now in use at the rate of forty-five dollars (\$45.00) each per year, and to further install and light and keep burning in like manner as many additional lights of the same type and character as the present lights which the city may require at the same rate per lamp per annum; and the company also agrees to light and keep burning in like manner the thirteen (13) 50-candle power lamps now installed at the rate of twenty-five (\$25.00) dollars per annum for each lamp, and the seven (7) 25-candle power lamps now installed at the rate of eighteen dollars (\$18.00) per lamp per annum; and the city shall have the right to add as many of the above types of lamps as it may elect and the company agrees to install and light and keep burning in like manner the same at the rates charged for the present installation.

3. Should additional lamps be ordered installed by the city during the last three years of the term of this contract, that is to say, the 28th, 39th, and 40th year of the franchise, such lamps shall be installed by the company under the following terms and conditions:

(a) Lamps ordered during the third to the last year of the contract shall be supplied subject to the rates and other conditions of the contract; plus an additional annual charge equal to one-third of the special investment required to install the lamps.

(b) Lamps installed during the second to the last year of the contract shall be installed by the company subject to the rates and conditions contained in the contract plus an additional annual charge equal to one-half of the cost of the special investment necessary.

(c) Lamps ordered during the last year of the contract shall be installed by the company at the rates and under conditions specified in the contract, plus an additional annual charge equal to the cost of the special investment necessary.

(d) Should the city extend the period of the contract after its expiration by limitation, then, in that event, the company shall refund to the city the additional charge made to it for lamps installed during the last three years of the previous contract. The special investment is defined to include the cost of the lamp, its bracket or support, including special poles, the proportion of the cost of extending lines or circuits, as made necessary to reach a particular lamp, together with proportion of cost of new special station equipment as may be needed.

(e) In the event that the city at any time during the term of this contract desire to change this system of street lighting and adopt a more modern type of lamp, the company agrees to enter into a contract to install and will install a direct current system of what is known as magnetite arc lamps, consuming four (4) amperes, which contract shall continue and exist for a term of ten (10) years from the date of the entering into of the same, at the following scale of rates, to-wit:

For not less than one hundred and sixty-seven (167) lamps, and not over two hundred and fifty lamps (250), sixty dollars (\$60.00) per lamp per annum. All over two hundred and fifty (250) lamps and up to and including three hundred and fifty (350) lamps, fifty-eight (\$58.00) dollars per lamp per annum; and all over three hundred and fifty (350) lamps at fifty-five (\$55.00) per lamp per annum.

5. The city covenants and agrees with the company that it will pay to it all sums due under this contract in monthly installments on or before the 10th day of the month succeeding or following that in which the service is rendered.

6. Should the city exercise the option contained in paragraph four (4) hereof, and enter into a contract with the company for the installation of the system of magnetite arc lamps, then there shall be incorporated in said contract as a part thereof all of the provisions contained in paragraph five (5) and paragraph (3) and sub-sections a, b, c, and d thereof.

7. In consideration of the making and entering into of this contract, the company agrees that for a period of five (5) years from the date hereof that it will supply electric lights, power and water to the city of Anderson and its inhabitants thereof at not exceeding the following scales of rates based on monthly consumption, to-wit:

For water consumed monthly:

gallons per 1,000 gallons

0 to 20,000 \$.25

20,000 to 40,000 22-1/2

40,000 to 80,000 30

80,000 to 100,000 17-1/2

100,000 and over 15

The company agrees to furnish to the city for municipal purposes other than fighting fire and fire practice, water at the rate of ten cents (10c) per thousand gallons. Provided, however, that there shall be a minimum charge of not more than seventy-five (75c) cents per month which the amount consumed monthly at the above rates would result in a charge less than said minimum and the company shall make no charge for meter rent or for service other than above.

Rates for electric lighting:

Kilowatt hours per month

First 0 to 50 K. W. hours \$.11

Next 50 to 100 K. W. hours 10

Next 100 to 200 K. W. hours 9

Next 200 to 400 K. W. hours 8

Next 400 to 750 K. W. hours 7

Next 750 to 1000 K. W. hours 6

Next 1000 and up 5

A discount of five per cent. (5 per cent.) will be allowed the consumer providing the bill is paid at the office of the company on or before the 10th day of the month succeeding the month for which the bill is rendered.

A minimum charge of not less than (\$1.00) dollars per month will be made when the amount consumed at the above rates would result in a charge of less than said minimum.

It is further understood and agreed that if at the expiration of the five years term rates herein provided for, the city desires to do, it may cause to be adopted in the city of Anderson the same schedule of lighting rates that is in force by the company and in effect in any town or city in which the company owns and controls the lighting plant, but in no case shall the rates exceed the rates hereinabove set forth; and the city shall have the same privilege at the expiration of each five years thereafter.

8. Meter rates for power:

0 to 100 kilowatt hours \$.9

100 to 150 kilowatt hours 5

150 to 200 kilowatt hours 4

200 to 300 kilowatt hours 5

300 to 400 kilowatt hours 5

400 to 500 kilowatt hours 5

500 to 1000 kilowatt hours 21-1/2

2000 and over 2

There shall be a minimum charge per month per horse power installed as follows:

Up to and including 25 horse power, \$1.00 per horse power; 25 to 50 horse power 75c per horse power; 50 and over, 50c per horse power.

All meters of 1 1/2 h. p. and under shall be two phase, 220 volts and will be charged for at the regular published power and meter rates.

9. The said company covenants and agrees to furnish water and lights to said city and its inhabitants thereof for the full term of its franchise, to-wit: forty (40) years, at not exceeding the prices and rates herein stipulated for the respective classes of service to be rendered, whether there be any adjustment of rates at any time hereafter or not; and the said company shall likewise furnish power to the city and its inhabitants at not exceeding the rates herein stipulated during the full term of said franchise.

IN WITNESS WHEREOF, the said Southern Public Utilities Company has caused this contract to be executed in its name by its president, and its corporate seal to be hereunto affixed, and the city of Anderson has caused the contract to be signed in its name

LATEST PHOTO OF KING ALBERT AT NEW ENGLAND



This photograph of King Albert of Belgium, the first of him since the beginning of the war, was taken at the new capital of Belgium, Havre, France. When the Belgian government moved from Antwerp it could find no place safe on its own territory and had to accept the hospitality of the French. All government records were hurried to Havre as the Germans swept from Antwerp through northern Belgium. The photograph shows the king to be in prime physical condition. He has gained in weight and sturdiness since the war began. His activities in the field have improved his appearance.

by its mayor, attested by its city clerk, and hereto affixed the seal of the city, this 10th day of February first above written.

Southern Public Utilities Co.
(Signed) By Z. V. Taylor, President.

Attest: (Signed) J. H. Godfrey, City Clerk.

(Signed) Lee G. Holliman, Mayor.

Attest: (Signed) J. H. Godfrey, City Clerk.

I hereby certify that the foregoing is a true and accurate copy of the ordinance adopted February 10th, 1914, and that said ordinance has been accepted by the Southern Public Utilities Company.

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