

NEW LIGHT AND POWER FRANCHISE.

Mayor Morris Steps Into Breach And Advises Passage of Another Ordinance.

SENDS LETTER TO COUNCIL.

Communication the Outcome of a Series of Long and Patient "Give and Take" Conferences.

CITY GETS STRONG CONCESSIONS

It is Also Ample Protected in Every Way—Final Disposition Comes Up on Thursday Night.

Indications now point to the passage on Thursday night of a new Utah Light & Power franchise that will give satisfaction to all concerned. Certainly none will now oppose unless they do so for "knocking" purposes only. Last night a letter was sent to the city council by Mayor Morris calling attention to a new ordinance that would be submitted at the same meeting that was eminently fair to the city. This ordinance is to receive special consideration at a meeting called for Thursday night. It is stated that it will surely pass at that time and that the long and bitter fight associated with the application for a new franchise will be over at that time.

The new ordinance provides for many things by way of concessions that must appeal to the council as reasonable. The draft of ordinance that will be passed on Thursday night provides for reduction in prices of incandescent lights; for a still further reduction in the future and that arbitration be resorted to if that shall be deemed necessary.

It also provides for the cession to the city of company lands in Big Cottonwood canyon for reservoir and intake purposes and a relinquishment of company power rights on that stream.

It likewise provides for the reduction of street railway fares so that a book of 50 tickets shall cost but \$2. It provides also that interurban lines may use certain company tracks on the payment of rentals therefor.

The compromise ordinance comes after a long series of patient give-and-take conferences between all concerned, and in which Mayor Morris has been a strong and conservative figure.

MAYOR MORRIS' VIEWS.

Says Passage of Ordinance Means Best Interest of the City.

Mayor Morris has been in the thick of the franchise fight and is perhaps well qualified to speak for the city's needs as any man in the community. With reference to the new franchise he informed the council by letter last night that the city's interests would be best subserved by the passage of the ordinance to be submitted at last night's meeting. The mayor said:

To the Honorable, the President and Members of the City Council, Gentlemen:—The proposed franchise for the Utah Light & Power company, to be presented for your consideration tonight, is the result of conferences between the general manager and counsel of the railway company and the city attorney and myself, and I feel that the best interests of the city will be promoted at this time, by the passage of this proposed franchise at the earliest possible time after due consideration. You will observe that it is intended to extend the several franchises, which said company now has, so that they will expire in 50 years, this being the average extension of about seven or eight years, leaving the franchises substantially as they are in all particulars, except—

First—Reducing the present maximum price for supplying electrical energy for lighting and heating and for power for city purposes as provided in the franchise you passed with a small additional reduction for incandescent lighting.

Second—Providing for a change in rates prices, hereafter, only by agreement or arbitration.

Third—Obtaining the necessary land for a reservoir, intake works and conduits at Cottonwood creek and a relinquishment of the alleged power rights claimed by said company to the waters of Cottonwood creek.

Fourth—Providing for 50 street railway tickets for \$2.00.

Fifth—Limiting track use by other companies to interurban railroads. In making this resolution, I am sure that the city's principal reasons that lead me to do so:

The railway company now has upwards of 40 years under which to operate under the several franchises as they now exist, and the concessions secured on rates for electrical lighting and power, are substantial and of great

A MATTER OF HEALTH



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benefit to all consumers. Now that the city has secured the money on its bond issue and also secured water from Cottonwood creek, and the necessity for early use of the water being great, by passing this franchise will hasten the work of construction and the time the water can be utilized. I am advised by the city attorney that the city can condemn the necessary property and alleged water rights, claimed by the railway company, but that the right to condemn, so far as the alleged power rights are concerned (if any such rights exist) is subject to the city being able to show an actual present necessity for diverting the water in such a manner as to destroy such power right (if any) inasmuch as the city can divert the water about 200 feet lower down the stream without encroachment or interference with said claimed water right and still be able to deliver the water into the Thirtieth East reservoir. It was the plan submitted to the council and should, in my judgment, be followed for the further reason that it will afford the city an opportunity of having an adequate water supply at an elevation sufficiently high to meet the future growth and expansion of the city on the bench lands.

What an attorney says we can undoubtedly go on and obtain an order from the court in condemnation proceedings with the work, he seems reluctant to advise us to do so before a trial and final determination of the condemnation suit, for the reason that while he considers, so far as advised, the city has been lost by not using the water until the questions are finally settled by judicial proceedings or agreement.

Litigation, as I am advised, may take many months before finally determined by the court of last resort, and in the meantime the bond issue is drawing \$40,000 interest per annum, being delayed a year or more.

This great loss and delay may be avoided and material reduction in the price of electric light may be firmly secured by the passage of this franchise, granting an extension of five years to the existing franchises. It is also hoped that this adjustment will enable the city to pay the passage of this franchise, making desirable improvements in its railway and lighting systems.

In my opinion the franchise is reasonable and fair to both parties and of special importance to the city at this time.

Very respectfully,
RICHARD P. MORRIS, Mayor.

THE NEW ORDINANCE.

Measure That is Considered Fair To Public and Company Alike.

In the new ordinance there are ample provisions for the protection of the public and the company alike. Altogether it is regarded as a very fair measure. Its full text is as follows:

AN ORDINANCE.

An ordinance ratifying and confirming the transfer of franchises to Utah Light & Power company, a corporation extending the life of said franchises and amending the same, including the franchise of the Utah Power company.

Be it ordained by the city council of Salt Lake City, Utah:

Section 1. That all the franchises of Utah Light & Power company, a corporation organized and existing under the laws of Utah, said franchises being:

I—A franchise to the Salt Lake & Ogden Gas & Electric Light company, under date of May 23, 1933.

II—A franchise granted by Salt Lake City to Robert M. Jones, July 30, 1932.

III—A franchise granted by Salt Lake City to R. P. Walker, Dec. 23, 1930.

IV—A franchise granted by Salt Lake City to Pioneer Electric Power company, May 27, 1937.

V—A franchise granted by Salt Lake City to Salt Lake City Railroad company, Jan. 26, 1933.

VI—A franchise granted by Salt Lake City to Salt Lake City Railroad company, Feb. 11, 1930.

VII—A franchise granted by Salt Lake City to Salt Lake City Railroad company, May 20, 1930.

Section 2. That the time fixed by sections 2 and 3 of an ordinance amending and reenacting certain regulations granting the franchises to the predecessor of the Utah Light & Power company (passed Dec. 31, 1933), for the placing of transmission wires underground within the district therein mentioned and the time fixed therein for each and every other act therein required, is hereby extended one year from the time therein fixed.

WHAT COMPANY AGREES TO.

Section 4. And for and in consideration of the premises said Utah Light & Power company agrees, and it is hereby ordained:

That said Utah Light & Power company, during the life of said franchises, will furnish the users in said city electric light at a price not exceeding the following rates, unless changed as hereafter provided, to-wit:

(a) Are Lighting—Are lights which will give an illumination not less than the present standard 45-watt enclosed carbon arc lamp.

Rates.—For above service, for all night service, not to exceed \$11.25 per lamp per month; for midnight service, not to exceed \$7.50 per lamp per month; and for 10 o'clock service, not to exceed \$6 per lamp per month; for service by meter, a rate of 12 cents per kilowatt hour for the electric energy used, and a charge of \$1.50 per lamp per month in addition thereto for the care and maintenance of the lamp.

(b) Incandescent Lighting.—For standard efficiency of from 3 to 3.5 watts per candle power for incandescent lamps, a meter rate of eleven (11) cents per kilowatt hour for the electric energy used, and a minimum charge of one (1) dollar a month for each consumer of electric energy for incandescent lighting.

Customers paying monthly and on or before the 10th day of the month succeeding the month in which such electricity was used, shall have a discount of 10 per cent on the above prices, but no bill shall be less than the minimum of one (1) dollar per month.

Said Utah Light & Power company hereby agrees to supply Salt Lake City during the life of said franchises herein extended, free of charge to said city, an equal in illuminating power of 30 32-incandescent lamps of the present standard for the purpose of lighting the city's portion of the public square at the city and county building; also to supply free to said city all the reasonable necessary light for municipal purposes for lighting the city council chamber, city offices, fire stations, public library, city jails, including hallways in said building.

In addition to the above, in accordance with an ordinance passed and approved Dec. 23, 1933, on and after May 19, 1934, six (6) additional are lights shall be furnished free of charge to Salt Lake City during the life of this franchise; and after July 24, 1935, six (6) additional are lights shall be furnished free of charge to the said city during the life of this franchise; and that after May 17, 1932, seven (7) additional are lights shall be furnished free of charge to the city during the life of this franchise.

Said company further hereby agrees that it will issue commutation tickets of fifty (50) fares for two (\$2) dollars,

which tickets shall have the same transfer privileges accorded to passengers paying regular fare.

WILL FURNISH FREE.

Sec. 5. It is further ordained, and said Utah Light & Power company hereby agrees that during the life of said franchises it will furnish free to said corporation the equal of 20 horsepower of electrical energy to be used for power purposes by said city in the city or in any necessary and proper, but this power shall not be used for lighting or heating, nor shall the light and power mentioned in this and the previous section be contributed to in addition to the power furnished for power purposes under any of said franchises.

Said Utah Light & Power company further agrees that during the life of said franchises it will furnish to said city for municipal street lighting purposes through contracts of not less than three years, at a price not to exceed six months' notice before the expiration of any three-year contract of its intention to discontinue taking street lighting under this paragraph, in case said city desires such discontinuance.

Said Utah Light & Power company further agrees that it will furnish the said city, during the life of said franchises, such other and further electrical energy for power purposes as said city may desire for pumping and other municipal uses, up to 100 horsepower, at a price not to exceed one cent per kilowatt hour for 21 hours a day service, namely, commencing at the hour of 8 p. m. and until the hour of 5 p. m. the next day, all other hours a service at one and one-fourth (1 1/4) cents per kilowatt hour; provided, that none of the power purchased or obtained by the city from said Utah Light & Power company under this paragraph shall be used for lighting or heating purposes.

WILL GIVE WATER RIGHTS.

Sec. 6. In consideration of these premises, said Utah Light & Power company hereby agrees that prior to the time this ordinance shall take effect, and as a condition precedent to the validity of this ordinance, said company will by warranty deed, free and clear from all liens and encumbrances, grant and convey to said Salt Lake City all the following described property, to-wit:

All the following described tract of land situated immediately north of the Granite paper mill, to-wit: Beginning at corner No. 1, which bears N. 10 deg. 37 min. W. 1,583.8 feet from the northeast corner of section 22, T. 2 S., R. 1 E., S. 1 L. E. and M. thence S. 67 deg. 24 min. W. 275 feet to corner No. 2, a point in bed of Big Cottonwood creek, thence N. 52 deg. 56 min. W. 292 feet to corner No. 3; thence N. 67 deg. 24 min. E. 275 feet to corner No. 4; thence S. 32 deg. 34 min. E. 292 feet to place of beginning, containing five acres more or less.

Also a right of way and easement for all reservoirs, dams, ditches, conduits, poles lines and the appliances and utilities connected therewith, to be constructed by the city, wherever these may be located now or hereafter within lands owned by the Utah Light & Power company, particularly within sections 23, 25 and 26, township 2 south, range 1 east, S. 1 E. & M.

Also all the water rights and power rights in Big Cottonwood creek west of the Utah Light & Power company, owned by the Utah Light & Power company, including herein and particularly meaning hereby the Deseret power mill water power in said creek, the Granite paper mill water power in said creek, and the Butler mill water power, the latter being located right at the mouth of Big Cottonwood creek, and the two former about a mile and about two miles respectively below the mouth of said canyon; it being the intent of the agreement that the Utah Light & Power company relinquish and release all its right in and to the waters of Big Cottonwood creek for power purposes, or otherwise, below the power house of the Utah Power company near the mouth of Big Cottonwood canyon; provided, however, that the dam for diverting the water from the creek into the city's proposed conduit shall not be located east of the city's present weir, and the bottom of the proposed conduit shall not be higher than twenty-eight (28) feet below the floor of the Utah Power company's power house, so that the said Utah Light & Power company can build a reservoir for regulating purposes, not less than 1,000,000 cubic feet capacity, between the Utah Power company tailrace and the city intake of the conduit.

GETS POWER, TOO.

Sec. 7. In consideration of the premises, said Salt Lake City agrees and ordains that during the life of said franchises as herein fixed, it will use the power of said Big Cottonwood creek or the waters thereof for power purposes only, and in connection with municipal utilities and properties only; nor will said city by ordinance or resolution make any rules or regulations in regard to the price of lighting different from prices hereof herein named, nor shall said Utah Light & Power company be obliged to furnish light for anyone for less prices than herein named; provided, however, that if there shall hereafter be any new inventions or improvements that will materially reduce the cost of producing or distributing either gas or electric energy for lighting or heating purposes as provided further, if there shall hereafter be any conditions which shall materially enhance the cost of producing or distributing either gas or electrical energy for lighting or heating purposes, then and in either event there shall be a reasonable readjustment by the city council and mayor on the one part, and the Utah Light & Power company or its assigns on the other part, of the rates herein fixed.

ARBITRATION PROVIDED FOR.

In the event of disagreement between them, either in respect to the fact whether the said conditions authorizing a readjustment of said rates have arisen as above provided, or as to the amount of reduction thereof, or both, then the same shall be determined and ascertained by two competent and disinterested appraisers, the city and said company each selecting one, and the two so chosen shall select a competent and disinterested umpire; and the appraisers shall then determine whether the said conditions exist, and what reduction or advance of rates should be made, and, upon failing to agree, they shall submit their differences to the umpire, and the decision in writing of any two shall determine the said question. Each party shall bear equally the expense of the appraisal. In the event said grantee, its successors and assigns, shall, upon demand of the city council, refuse to proceed to arbitration for a readjustment of rates as herein provided, or fail to carry into effect the rates when readjusted as herein provided, then the city council reserves the right to alter, amend and change this and said extended franchises, or any or all of them, in respect to rates or charges for the service referred to in this section.

INTERURBAN ONLY.

Salt Lake City hereby further agrees

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that the provisions in said street railroad franchises authorizing other railroad companies to run their cars over the tracks of said Utah Light & Power company shall apply only to interurban roads and to such only that are not competitors with said grantee herein. Interurban, as herein used, shall be construed to include trolley, resort and other places situated more than 10 miles outside of the limits of Salt Lake City.

Sec. 8.—At or before the first publication of this ordinance, and within sixty (60) days after the date of the approval thereof, said company shall file with the city council its written and duly acknowledged acceptance of the provisions of this ordinance, and shall also file with said council all deeds, conveyances and releases here-in required, together with a complete abstract of title to land and water rights to be conveyed, and upon approval of the same by a majority of the council and mayor, this ordinance shall be published and shall take effect upon the date of its first publication.

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