

SPECIAL MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

WEDNESDAY, March 2, 1904.

The Common Council of the City of Indianapolis, met in the Council Chamber, Wednesday evening, March 2, 1904, at 7:35 o'clock in special session.

The Clerk read the following call:

INDIANAPOLIS, February 27, 1904.

To the President and Members of the Common Council:

Gentlemen: I deem it expedient that a special meeting of your honorable body should be held prior to the date fixed for your next regular meeting for the purposes hereinafter set out; and I do, therefore call a special meeting of the Common Council for Wednesday, March 2, 1904, at the hour of 7:30 P. M., for the purpose of the introduction, consideration and passage of an ordinance confirming the certain contract entered into February 26, 1904, between the City, by and through its Board of Public Works, and the Indianapolis Light and Power Company, concerning the public lighting of the streets and public places of said city; also an ordinance providing for the regulation and licensing of breweries and distilleries and their depots and agencies; also an ordinance transferring to the general fund an unexpended balance of six thousand eight hundred and seventy-one dollars and forty-eight cents (\$6,871.48) of the proceeds of the sale of bonds issued and sold under General Ordinance No. 4, 1901; also to receive communications from the Mayor, Board of Public Works and the City Comptroller relative to said ordinances and for the transaction of any business that may come before your body.

Yours very respectfully,

JOHN W. HOLTZMAN,
Mayor.

I, W. M. Fogarty, Clerk of the Common Council, do hereby certify that I have served above notice upon the President and each member of the Common Council prior to the time of meeting, pursuant to the rules.

W. M. FOGARTY,
City Clerk.

The roll was called.

Present: The Hon. James H. Billingsley, President of the Common Council, and 17 members, viz.: Messrs. Cottey, Crall, Eppert, Davis, Fishback, Gasper, Hofmann, Linus, Moriarity, Murray, Rhodes, Shea, Storm, Sullivan, Wahl, Wolsiffer, Wright.

Absent, 3, viz.: Messrs. Cooper, Krause, Uhl.

REPORTS FROM OFFICIAL BOARDS.

From the Board of Public Works:

INDIANAPOLIS, February 29, 1904.

To the President and Members of the Common Council:

Gentlemen: The Board of Public Works transmits to you for consideration and action an ordinance entitled, "An ordinance ratifying, confirming and approving a certain contract made and entered into on the 26th day of February, 1904, between the City of Indianapolis, Indiana, by and through its Board of Public Works, and the Indianapolis Light and Power Company, providing for the public lighting of the streets, avenues, alleys and public places of said City by electricity, upon certain terms and conditions; and fixing a time when the same shall take effect."

Respectfully,

M. A. DOWNING,
JACOB WOESSNER,
DAVID WALLACE,
Board of Public Works.

Which was read.

By Board of Public Works:

General Ordinance No. 15—1904: An ordinance ratifying, confirming and approving a certain contract made and entered into on the 26th day of February, 1904, between the City of Indianapolis, Indiana, by and through its Board of Public Works, and the Indianapolis Light and Power Company, providing for the public lighting of the streets, avenues, alleys and public places of said city by electricity, upon certain terms and conditions; and fixing a time when the same shall take effect.

Whereas, heretofore, to-wit: On the 26th day of February, 1904, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract with the Indianapolis Light and Power Company, to-wit:

CONTRACT.

This agreement made and entered into this 26th day of February, A. D., 1904, by and between the Indianapolis Light and Power Company, of Indianapolis, Indiana, party of the first part, and the City of Indianapolis, county of Marion, State of Indiana, by and through its Board of Public Works, party of the second part under and by virtue of an act of the General Assembly of the State of Indiana, entitled, "An act concerning the incorporation and government of cities having more than one hundred thousand population according to the last preceding United States census, and matters connected therewith and declaring an emergency." Approved March 6, 1891, and all acts supplemental or amendatory thereto. Witnesseth:

That the party of the first part, in consideration of the payments of the several sums of money, as hereinafter set forth hereby covenants and agrees to furnish and supply said City of Indianapolis, in its corporate capacity, with electric lights of the number, kind, standard and upon conditions and stipulations and subject to the limitations as hereinafter set forth.

1. Whenever the words "Board of Public Works" are used herein they shall be understood to refer to the Board of Public Works of the City of Indianapolis.

Whenever the words "said company" are used herein they shall be understood to refer to the parties or party who shall have entered into the contract to perform the electric lighting to be done under this contract and specifications made part thereof, and its or his or their assigns, legal representatives and successors as the case may be and the party of the first part is herein designated for brevity "as said company." The City of Indianapolis party of the second part is herein designated for brevity as "said city."

Whenever in this contract an act is required to be done within any period after the approval of the contract by the Common Council of said city such provisions shall mean within the period named after the ordinance approving the contract takes effect by the approval of the Mayor or otherwise.

2. The said company, party of the first part shall furnish for use in the performance of this contract, electric lamps, posts, conduits, wires and accessories of the kind hereinafter specified, and construct, operate and maintain the same in such streets, avenues, alleys and public places in said city in such manner as the Board of Public Works may, from time to time, direct during the life of this contract; *Provided, however,* That the number of arc lamps to be operated and maintained by said company shall be not at any time less than sixteen hundred (1600.)

3. It is hereby agreed that the contract term for lighting the streets, avenues, alleys and public places of said city, as herein provided, shall begin at 12 o'clock, noon, on the 1st day of April, 1905, and continue for and during the term of ten (10) years ending at 12 o'clock, noon, on the first day of April, 1915.

4. The said company agrees that the preparations for carrying out this contract shall be commenced at once on the approval of this contract by the Common Council of the City of Indianapolis by ordinance, and shall be carried on regularly thereafter with such force and in such manner as will provide for the completion of such preparations and the making of satisfactory tests in ample time so as to insure the uninterrupted lighting of the streets, avenues, alleys and public places in the City of Indianapolis under this contract and as herein specified, on and continuously after the 1st day of April, 1905. And the said company further agrees that if said lighting is not commenced on the 1st day of April as above stipulated and agreed, then the said company shall pay to the said city as ascertained and liquidated damages, the sum of one hundred (\$100.00) dollars per day for each and every day thereafter that said lighting is not performed; *Provided, however,* Should this contract not be approved and ratified by the Common Council within thirty days after it has been signed and entered into by the parties hereto, an extension of time shall be given equal to the number of days over and above the said period of thirty days that it shall be and remain so unapproved.

It is understood that this agreement is not binding on either party until it has been approved and ratified by the Common Council of the City of Indianapolis by ordinance as by law required.

5. The said company shall furnish all the materials and do all the necessary labor for the performance of this contract of the best quality and kind in each and every particular, and in strict conformity with the terms and requirements of the specifications forming a part of this contract.

6. The said company shall keep each and every lamp lighted and in full operation continuously each and every night during the term of

this contract aforesaid from one-half hour after sunset until one-half hour before sunrise, and for such other or further time or occasion as said city by its proper officers shall by written notice require and for such length of time as may be specified in said notice, the total number of hours per year not to exceed thirty-nine hundred and thirty (3930) hours. And the said company agrees that the Board of Public Works may make such deductions as are hereinafter specified for incomplete and improper lighting or for failure to operate lights. The said company further agrees that the extension and amount of lighting to be done under this contract may be increased from time as hereinafter specified and that such increase of lighting will be done in accordance with these specifications, and at the same rate of compensation as herein set forth.

7. The said company further agrees that, should any of the lamps fail to burn and give a clear and steady light of full intensity and power of the best and most approved lamps adapted for and using electrical energy or current specified in this contract, when said lamps are in perfect order and equipped with a quality of carbons adapted to the lamps and clean globes, the said company will replace said defective lamps with others complying in all respects with this contract and specifications.

8. It is hereby agreed that work of construction or repair of such part of said company's plant that is located in the streets, avenues, alleys and public places, including the cutting into and repair of streets and pavements, the location or relocation of lines, lamps and poles and the construction of conduits, shall be done under the supervision and subject to the approval of the Board of Public Works, and that the Board of Public Works shall have the right to employ such inspectors as may be necessary to inspect the work being done, the rate of pay to be \$60.00 per month.

The expense of the employment of such necessary inspectors shall be paid by the said company to the City Comptroller of said city upon demand, and if not promptly paid may be deducted from the moneys due or which may become due to said company. And the right is hereby reserved by the Board of Public Works to order any change or changes made from time to time, in any part of said company's plant located in the streets, alleys, avenues and public places when in the way of any public improvement of said city and to change the location of individual posts and guy stubs when necessitated by any private convenience within the judgment of the Board of Public Works, all such changes to be made by said company without expense to said city; *Provided*, When posts and guy stubs have once been located with the approval of said Board, any change of location thereafter ordered by said Board because necessitated by private convenience, shall be made either at the cost of said company or of the person desiring and requesting such change as the Board may determine at the time of ordering the change, and when the change is to be made at the cost of the person desiring or requesting the same, such person shall pay to said company the cost thereof the same to be estimated and determined by the Board in its order before such change shall be required to be made. In case the said company shall neglect or refuse to obey such orders of the Board of Public Works the said Board is hereby authorized to perform such work and charge the cost thereof to said company and may deduct the same from any moneys due or which may become due to said company. And the said company agrees that it will restore all streets, avenues, alleys and public places to the same condition after the completion of its work as they were in before being disturbed; that it will at all times make any and all repairs which may be necessary to any pavement or any street, avenue, alley or public place by reason of

the same having been excavated or disturbed by said company in the prosecution of its work; that it will not cut or enter into any street, avenue or alley or public place without having first prepared and filed with the Board of Public Works, maps, plans and specifications showing what is contemplated and obtain the written consent and approval of the Board of Public Works thereto.

9. The said company agrees not at any time to open or encumber any more of any street, avenue, alley or public place than shall be necessary to enable it to perform the work of laying its wires, conduits, cables and other appurtenances with proper economy and efficiency and that any opening or encumbrance of any such street, avenue, alley or public place shall not be permitted to remain for a longer period than may be necessary in the judgment of the Board of Public Works; and that said company shall effectually guard all such openings and encumbrances with such barricades and lights as will prevent accidents or injury to any person by reason thereof.

10. The City of Indianapolis will reserve to itself all rights and powers which are now and may hereafter be vested in its Common Council, Board of Public Works or other officers concerning the regulation of the use of its streets, avenues, alleys or other public places to prevent encumbering the same, to regulate and protect sewers, to control the digging into and excavating such streets, avenues, alleys or public places, and to prohibit injury to the same; and will reserve the fullest right to exercise any and all of its police powers at any time, and nothing contained herein shall be construed as to in any wise abridge any of such powers.

11. The said company further agrees that in all operations connected with the work of construction or the lighting herein contemplated and specified, or furnishing electricity for light, heat or power to private parties or corporations, all city ordinances or laws controlling or limiting in any way the actions of those engaged upon the work, or affecting the materials used, will be respected and strictly obeyed. The said company further agrees that all necessary precaution will be taken for the protection of life and property.

12. The said company further agrees that the Board of Public Works shall have the right to change or abolish the location of individual lamps, as hereinafter specified.

13. The said company shall use any and all devices and improvements in electrical machinery and other apparatus during the life of this contract which may be ordered by the Board of Public Works, the effect of which is known to be such as will increase the relative amount of light produced, and improve the kind, quality and power thereof which can be reasonably procured and used by said company without infringement of patent rights or becoming involved in litigation concerning the same; *Provided*, That when the plant of said company is or has once been installed and in operation any change or improvement as contemplated above shall be made in a reasonable manner considering the extent and importance of the contract. In no case shall the amount covenanted to be paid by the said city as hereinafter provided, be increased by such change.

14. The said company further agrees to indemnify and save harmless the City of Indianapolis, its officers and employes from the payment of any and all damages, costs, expenses, royalties, patent fees, attorneys' fees or any sum of money whatsoever by reason of any actions, claims, demands or proceedings arising out of any infringement or alleged infringement, or use of any patent or patented device, article, system or arrangement that may be used by said company in the execution of its contract. And the said company agrees to indemnify and save harmless the City of Indianapolis, from all suits and actions

of any kind or description resulting from the construction, repair, or operation of its plant or brought against the city for or on account of any act of omission or commission of said company or its agent; but said company shall have reasonable written notice of any action or suit brought against said city on account of any such matters and the right to appear and defend against the same and to demand and prosecute appeals therein, and upon such written notice by said city, said company shall appear and defend such action and pay any final judgment that may be recovered therein against the city.

15. It is hereby mutually agreed that the City of Indianapolis, party of the second part, shall pay, and said company, party of the first part, shall receive as full compensation for each light as specified herein, sums of money as follows:

(a) For each series direct current enclosed arc lamp using electrical energy represented by the flow of not less than 6.6 amperes of current under a difference of potential from seventy-two (72) to eighty (80) volts per lamp and consuming not less than 450 watts measured at the lamp terminals, (\$) dollars per year for all night service.

(b) For each series alternating current enclosed arc lamp using electrical energy represented by the flow of not less than 7.5 amperes of current under a difference of potential from seventy-two (72) to eighty (80) volts per lamp and consuming not less than 450 true watts measured at the lamp terminals (\$) dollars per year for all night service.

(c) For each series direct current open arc lamp using electrical energy represented by the flow of not less than 9.6 amperes of current under a difference of potential of not less than fifty (50) volts per lamp and consuming not less than 450 watts measured across the arc, seventy-four (\$74.00) dollars per year for all night service.

(d) For each standard fifty candle-power series or multiple alternating or direct current incandescent lamp thirty-five (\$35.00) dollars per year for all night service.

16. The rates or sums due said company for lighting the City of Indianapolis according to the terms of this contract and the prices hereinbefore stipulated shall be due and payable in monthly installments; the amount due for services for any one month shall be due and payable on the tenth (10) day of the succeeding month, and it is fully agreed and stipulated that all forfeitures accruing and due the said city for any reason from time to time under this contract, shall first be deducted from the rates or sum to be so paid by the said city.

17. It is also agreed that at any time during the contract term for lighting the streets, avenues, alleys and public places of said city, under the direction and supervision of the Board of Public Works, as hereinbefore stipulated, the said company shall be required within sixty (60) days after being so ordered by the Board of Park Commissioners of said city, to light the public parks and places, or any part thereof under the control of said Board of Park Commissioners, if said last named Board shall be willing to and shall enter into a proper contract with said company therefor, for and during the remaining period of this contract, using to light said public parks and public places the same kind of lamps and under the same conditions, and at the same rate per year, as hereinbefore stipulated; *Provided*, That said lighting shall not be required of the said company unless there shall be an average number of not less than five arc lamps, or twenty incandescent lamps of the kind specified for each mile of the lines or circuits of said company thus required; and *Provided further*, That the lighting of said parks and public places shall not be required under this contract unless the same shall have been ordered at least five (5) years prior to the ex-

piration of the contract term unless it be for the extension of lines or circuits previously in use for this purpose, which extension shall not be required within one year prior to the expiration of the contract term; and, *Provided further*, That such service may be required during only a part of the year, but all such lamps shall be in service continuously, as herein provided, for not less than six (6) months during the year, and such lights shall be paid for at the prices heretofore stated, pro rata for the time furnished.

But nothing contained herein shall be construed so as to compel the said Board of Park Commissioners to light the public parks and places as above set forth, nor shall it preclude the said Board of Park Commissioners from entering into a different form of contract with said company, or with any other person, firm or corporation for such purpose.

18. The said company further agrees that it will pay annually at the close of the fiscal year of said company the sum of five per centum of the gross receipts of said company, derived by it for lighting the streets, avenues, alleys and public places of said city, provided if said company be already bound by its contract or franchise with the city to pay said city five per centum of its receipts from public lighting then the five per centum herein stipulated for to be paid on public lighting receipts, shall not be in excess of the five per centum which said company may be bound to pay said city under such previous contract or franchise.

19. The said City of Indianapolis does hereby grant to said company, its successors and assigns, subject to any laws and ordinances now in force; or hereafter enacted or put in force, as police regulations, authority and permission to use the streets, avenues, alleys and public places of and within the City of Indianapolis as bounded at any time during the life of this grant, for the purpose of generating electricity and distributing and supplying the same for lights, heat and power, or either thereof by means of pipes, conduits, wires and appurtenances underground and poles, wires, and appurtenances overhead, or either or any thereof, which grant is and shall be upon the following terms and conditions; that is to say:

(a) The stations for creating or generating power for distribution may be established and maintained by said company upon ground owned or leased by it at suitable points in said city; and all buildings, structures, machinery and appliances shall conform to the fire and building ordinances of the city, and shall be at all times subject to the inspection and all reasonable regulations of the Board of Public Works.

(b) Whenever said company shall desire to construct any appliances for the distribution of electricity for power and light, as aforesaid, through the territory to be supplied by such stations respectively, it shall prepare and place on file in the office of the Board of Public Works of said city, maps, plans and specifications of such proposed construction, which specifications shall include all excavations and all underground and overhead apparatus and appliances of every kind and description, showing the exact location of all poles, pipes, conduits, ducts and other appliances, the height above or the depth below the surface of the streets, and in general where and how such construction is to be done, and shall conform in all respects to the provisions of this contract, and any ordinance of the Common Council relating to the public safety and health, which maps, plans and specifications shall be approved without unnecessary delay by the said Board of Public Works and a permit to cut into the streets, avenues, alleys and public places shall be issued to the said company before such work shall be begun. Alleys shall be used instead of streets wherever practicable. All poles wherever erected in the construction of said plant shall be so placed as

to interfere as little as possible with other public uses of the streets, avenues, alleys or other grounds or with public or private interests or conveniences. The Board of Public Works shall have the power to designate at what points and places in the streets, avenues, alleys and public places shown upon the maps, plans, and specifications, the trenches, poles, conduits or other appliances used by said company in the distribution of light or power shall be located. In case of a dispute between any property owner and said company as to the location of any of the appliances aforesaid, or change of location of any such trench, conduit, pole or other appliance may be deemed necessary, the decision of the Board of Public Works as to such location shall be final. And there shall be placed underground all wires, cables, conduits, ducts and appurtenances for the distribution of electricity for power and light as aforesaid in all the territory bounded on the north by North street, on the south by South street, on the east by East street, and on the west by West street, except such aerial poles, cables and wires as the said Board of Public Works shall give its express permission to be allowed in such territory for local distribution.

(c) Upon filing any such maps, plans and specifications, and their approval as aforesaid, said company may make the specified excavations and lay the specified pipes, conduits, wires and other appliances underground and in those parts of the city outside of the territory bounded on the north by North street, on the south by South street, on the east by East street and on the west by West street, may erect and construct the specified poles, wires and overhead appliances, all with suitable and safe connections and appurtenances to constitute an entire plant, which said company may thereafter maintain, repair, improve, extend, add to and operate during the life of this grant, subject to its terms and conditions, such extensions being first approved by the Board of Public Works.

(d) It is agreed by the parties hereto that by fixing the area within which the conduits, ducts and wires of said plant shall be placed underground the right of the Common Council to hereafter exercise any of the police powers of said city, shall not be in any wise restricted or abridged.

(e) It is also agreed that all underground wires, conduits, pipes, ducts and appliances used in the construction of said plant shall be placed at such depth that the top of all parts thereof shall not be less than two feet below the surface of the street, avenue, alley or public place wherein they are located, and shall be so located and constructed as not to interfere with or disturb existing surface or underground structures, conduits, pipes or other property belonging to other corporations, companies or persons, or sewers or sewer connections. Nothing contained herein shall preclude the city from prosecuting or authorizing any public work of any character, but in the prosecution of any public work or improvement hereafter the said Board of Public Works shall have the right, if it deem the same necessary, to require the temporary removal of any wire, pipe, conduit, duct or appliance authorized by this contract to be laid and the same shall be removed or necessary changes made therein by said company so as to conform, according to the terms of this contract, with the surface grade of any unimproved street, avenue, alley or public place, ordered to be improved on the order and requirement of the Board, and in case of failure on the part of said company to comply with any such order or requirement then the said Board may make such removal or change, and the necessary cost thereof shall be paid by said company to the City Comptroller upon proper demand being made therefor.

(f) It is also agreed that all the work of the construction or the repair of that part of said company's plant that is located in any of the

of Public Works. The said inspectors to be appointed and to begin the streets, avenues, alleys and public places of said city shall be under and subject to the supervision of inspectors to be appointed by the Board inspection and supervision of said work or repair as soon as the said company shall have completed the excavations therefor and all the necessary expenses for the employment of all such inspectors which may be necessary for such purpose shall be paid by the said company to the City Comptroller upon demand. The Board of Public Works of said city shall at all times have the right to inspect, superintend and reasonably control so far as necessary for the protection of public interests the construction of conduits, manholes and other appurtenances which may be constructed as part of said plant; and the right is hereby reserved to said Board to order any change made from time to time for city purposes, all such changes to be made by the said company without expense to the city. In case the said company shall neglect or refuse to obey any instructions of the said Board with respect to any alteration to be made the said Board is authorized to make the same and collect the cost thereof from said company.

(g) The said company agrees and binds itself that in the construction and repair of said plant it will not at any time open or encumber more of any street, avenue, alley or public place than may be necessary to enable it to perform the work of laying its pipes, wires, cables, conduits, conductors and appurtenances with proper economy and efficiency and that no opening or encumbrance of any such streets, avenues, alleys or public places shall be permitted to remain or continue for a longer period than may be necessary in the judgment of the Board of Public Works; and that it will properly and effectually guard all such openings and encumbrances with such barriers and lights as will prevent the happening of accidents or injuries by reason thereof. The said company also agrees and binds itself to hold the City of Indianapolis harmless as against any and all damage done by it to the streets, avenues, alleys and public places within such city in the building and construction of its said plant, underground or aerial, and that it will restore all streets, avenues, alleys and public places to the same condition after the completion of its work as they were in before being cut into or used by said company, all such streets, avenues, alleys and public places to be repaved with the same material with which they were paved before being disturbed by it or with such material and in such manner as will be satisfactory to said Board of Public Works; and that it will at all times make any and all repairs which may be necessary to the streets, avenues, alleys and public places by reason of the same having been dug into or disturbed by the construction or repair of said plant; that it will not in such construction or repair, cut into or remove material from the surface or underneath the surface of any street, avenue, alley or public place without having first prepared and filed with the Board of Public Works, maps, plans and specifications, as herein provided, and obtained the consent of the Board; that it will pay all damages for personal or other injuries that may result from or grow out of any work that may be done for or by it in such construction or repair; that it will indemnify and save the city harmless from any and all liability or expense growing out of or resulting from the construction or repair of any part of its plant; that it will, upon demand of the City Comptroller of said city, pay any liability which may accrue against such city and any and all judgments which may have been obtained or rendered against said city on account and by reason of the construction, maintenance or repair of such plant, or the occupancy by it of any of the streets, avenues, alleys and public places in said city; that if the city shall become involved in any action or suit on account of an act of omission or commission of said company

in the construction or operation of its said plant it will, upon notice from said city or its proper officers, appear and defend such action or suit without expense to said city; and that it will also protect and save said City of Indianapolis harmless as against any and all suits which may be brought by any person or corporation for the infringement of any patent which may be alleged against said company either in the course of the construction or operation of said plant or system.

(h) In the equipment of the stations of the said company, it shall at all times employ the most modern and effective appliances for the consumption of the smoke from its furnaces or other heating apparatus and in the distribution of electricity for light and power the most modern and effective equipment and appliances shall at all times be used to prevent damages therefrom

(i) The said company shall have the right to tap or connect with any sewer in any street, avenue, alley or public place occupied by any of the pipes, casings or appliances of said company for the purpose of draining such pipes, casings and appliances, and the trenches in which they are laid, provided plans and specifications showing where and how such tappings and connections shall be made have been first filed with and approved by the Board of Public Works and a permit issued therefor, all of which work shall be done under the supervision of inspectors appointed by the said Board of Public Works as heretofore provided.

(j) Before said company shall begin its work of construction it shall execute to the party of the first part to the approval of the Board of Public Works a good and sufficient bond in the sum of twenty-five thousand dollars (\$25000.00), which bond shall be conditioned for the faithful performance by said company of each and every stipulation and agreement contained in this contract, and for the carrying out of all the terms and conditions thereof during the entire period and term covered thereby, and the said Board of Public Works shall have the right at any time during the said period whenever the surety on said bond shall not be deemed ample and satisfactory or said bond has been impaired by money payment thereon, to require such additional surety thereon as it may deem necessary, and if said company shall, on written demand of such board refuse or fail to furnish additional surety, then its right under this contract shall cease and the franchise hereby granted be forfeited, and such forfeiture be enforced in any court of competent jurisdiction.

(k) Said company agrees, unless prevented without fault of its own, that it will within sixty (60) days after the approval of this contract by the Common Council of the City of Indianapolis by ordinance begin the construction of its plant, and that it will have such plant substantially completed and ready for operation April 1, 1905.

(l) The rate to be charged by said company for current for incandescent electric lighting shall not exceed ten cents (10c) per thousand watts.

(m) When said company shall have constructed or shall maintain any main or trunk line upon any street, avenue, alley or public place for the supply of electric current for light to any district of said city, it shall then extend branch lines from the above mentioned main or trunk lines so as to supply electric current for light to the inhabitants of said city within the district for which said main or trunk lines are adapted and adequate to supply, whenever they may reasonably require the same, and such requirements shall be determined upon a petition therefor presented to the Board of Public Works, signed by any owners and occupants of property in any territory in said city for such extension, and in such petition binding themselves for a period of five years to take and pay for twenty-five or more lights of sixteen candle power each, or the equivalent thereof in consumption of electrical energy for

each four hundred lineal feet of space that the said branch line petitioned for may include, excepting from the length of such line all spaces covered by public grounds of said city or Marion county or State of Indiana, or the Federal Government. Upon the filing of such petition with the Board of Public Works, notice by the said Board shall be given the said company, requiring an appearance before said Board on a day and hour to be fixed and named in said notice not later than five days after the serving of such notice, and to show cause, if any, why such petition shall not be granted. Said Board, after a hearing upon such petition, shall determine whether the extension may reasonably be required of said company. It shall also be agreed that if any extension be required by said Board for the construction thereof, upon failure of said company to conform to such requirements it shall forfeit and pay to said city as liquidated damages for such breach the sum of five dollars (\$5.00) for each day that the completion of such extension is delayed beyond the time fixed; *Provided*, That not more than five miles of such branch lines shall be ordered by said Board of Public Works in any one year, and that any branch lines which shall be so ordered extended by said Board in any one calendar year shall be so ordered by the Board prior to the first day of April of the year in which such extensions shall be required to be made. No extension of lines shall be required within a period of one year prior to the expiration of the term of the franchise without the approval of said company.

(n) It is agreed that said company upon proper written application therefor shall furnish and supply electric current for light for incandescent electric lighting to any citizen or person upon or along the several streets, avenues, alleys or public places where said company's wires exist or may be extended, such applicant conforming to such reasonable rules and regulations of said company concerning the supply, use of and payment for electric current as said company shall from time to time adopt; but all such rules and regulations shall be subject to the approval of the Board of Public Works before they shall be deemed binding upon the consumer.

Said company shall make no charge in supplying such electric current for incandescent lighting or for "renewals" including lamps, carbons and fuses, except when actually supplied, and the charge for such renewals shall not exceed cost with ten (10) per cent. added.

Said company shall furnish meters for the measurement of the electric current supplied and used in such service without cost to the consumer. And in rendering accounts or bills for current, as a part thereof shall include such statements of the readings of the meter as may enable the consumer, if he chooses so to do, to verify the correctness of the account from the meter readings; *Provided*, That the foregoing shall not be held to require said company to furnish, place or maintain electrical apparatus, wires or connections upon the premises to be supplied, other than meters and the wires or conductors of said company necessary to conduct such current onto or into the premises to be supplied. And, *Provided further*, nothing herein shall be held or construed as preventing said company upon application or request from any consumer of electric current from entering into a contract with such consumer for the supply of electric current or light at a lower rate than the maximum rate permitted to be charged under this franchise and providing in such contract in consideration of such lower rates for the payment by the consumer of an agreed sum per month or other period, whether the quantity of current actually supplied and used at the contract rate would amount to such agreed sum or not, or on such application or request from contracting with the consumer for the supply of electrical current upon such other basis and terms as may be mutually agreed upon.

(o) It is further agreed in consideration of the privileges granted by said city herein that said company, provided it is not otherwise bound by any prior contract with said city, shall pay said city annually at the close of the company's fiscal year five per centum of the gross receipts derived from incandescent lighting during the term of the franchise. Should said company be otherwise bound under its previous contract or franchise with said city to pay said per centum or a different per centum or on a different basis, then said company shall in place of making the payment above provided, continue to pay said city under such prior contract or franchise.

And it is agreed that said company shall, at the close of said fiscal year, render to said city a full statement of such gross receipts verified by the proper officer of said company. In the event that doubt shall arise as to the accuracy of such statement it is agreed that the Comptroller of said city shall have access to and the privileges of examining the books of said company and determining therefrom the amount of gross receipts aforesaid and the sum by him ascertained shall constitute the basis for all per centum charges.

(p) All rights, privileges and concessions herein granted to said company, party of the first part, are expressly limited and terminate on the first day of September, 1926, which limitation of time is hereby declared to be one of the considerations for the grants herein contained, but said limitation of time herein prescribed shall not be held or construed to apply to any rights, privileges or concessions held or acquired by said company prior to entering into this contract.

(q) If said company shall not at the time of entering into this contract hold, or have vested in it, a right, privilege or franchise for the use of the streets, avenues, alleys and public places of said city for any of the purposes set forth in this contract, previously granted, acquired or vested, then in that event to the end that at the expiration of said period for which said grant is herein made there may be no doubts existing as to the respective rights of the parties hereto it is agreed:

First. If at any time not less than three (3) months nor more than six (6) months before the expiration of said term, a new franchise and right to occupy the streets, avenues, alleys and public places of said city and to supply electricity for light or power or either thereof by means of pipes, conduits, wires, or appurtenances overhead or either or any thereof, shall not have been granted to said company, its successors and assigns, by the proper officers of said city, then the said city shall have the option to become purchaser and owner of all the tangible property of said company by the payment to the corporation then owning the same, the fair cash value of such tangible property as constituting and operating plant and system, and in case the said city through its proper officers, and the said corporation are unable to agree as to the fair cash value, as aforesaid, the same shall be determined by a committee of three (3) arbitrators, one of whom shall be chosen by the Mayor of the said city, one by the corporation owner and the third by the two chosen as above, said third member of said committee to be a disinterested and reputable expert electrical and mechanical engineer, not residing in the State of Indiana, and not at the time of his selection in the employment of either of the parties to said contract, and the finding of the majority of such committee as to such value, shall be binding on both the said city and the said corporation, and the said city shall be bound to pay, and the said corporation shall be bound to receive the said amount as the purchase price of said property; *Provided.* That nothing herein contained shall be so construed as that the said city shall be compelled to purchase said tangible property or any part thereof, unless by its officers it shall elect to have the cash value thereof as aforesaid, appraised as hereinbefore provided, and the Common

Council of said city shall at the proper time, have made the necessary appropriation for such purpose.

If said committee of arbitration is selected and acts as above, the charges of such committee for services shall be borne equally by the corporation owner and the said city.

Second. If, within three (3) months of the expiration of said period this contract and franchise hereby granted shall not have been renewed or extended by a new contract, ratified by ordinance, and if said city shall not have exercised its optional right to purchase the tangible property of said corporation, the said city shall have the right through its proper officers, to enter into a contract with and grant a franchise to another company or corporation to operate said property upon such terms as may be fixed by such contract for a period commencing on the date of the expiration of the franchise herein granted, and such company or corporation to which such new franchise may be granted may become the owner of said tangible property and have the right to operate the same upon the payment by it to said company, or whomsoever may then be the owner of such property, the fair cash value thereof as an operating plant and system, and if said company or corporation to which such new franchise is granted and the corporation owning such property shall be unable to agree as to the fair cash value of said property as aforesaid, then the same shall be determined by a committee of three (3) arbitrators, to be chosen, one by each of said corporations and the third by the two so chosen by the parties, said third member to be a disinterested and reputable expert electrical and mechanical engineer, not residing in the State of Indiana, and not at the time of his selection in the employment of either of said companies or corporations, and the decision of such committee or a majority thereof shall be final and binding on all parties. The expense of such committee, including their compensation, shall be equally borne, one-half by each of said two companies or corporations.

Third. If, at the expiration of said term, the City of Indianapolis shall not have become owner of said plant and system and if the tangible property constituting said plant and system shall not have been sold and delivered to any other company or corporation having a franchise and the right, by a contract with said city, to operate the same; and if the franchise shall not have been renewed or extended as hereinbefore provided, then the said city shall, through its proper officers, proceed to offer by public advertisement a new franchise for the operation of said plant and system for a term of years, which franchise will be awarded to the bidder who being solvent and responsible offers the most favorable terms for the city and its citizens, and who shall bind himself, themselves, or itself, as the case may be, to take the tangible property constituting said plant and system and pay to the corporation then owning the same, the fair cash value thereof as an operating plant, and if the parties cannot agree as to the fair cash value of said property as aforesaid, then the same shall be determined by a committee of three (3) arbitrators, to be chosen, one by each of said corporations and the third by the two so chosen by the parties, said third member to be a disinterested and reputable expert electrical and mechanical engineer not residing in the State of Indiana, and not at the time of his appointment in the employ of either of the said companies or corporations, and the decision of such committee or a majority thereof shall be final and binding on the said parties. The expense of such committee, including their compensation, shall be equally borne one-half by each of said two companies or corporations. If, at the expiration of this franchise, the same shall not have been extended, or the said property disposed of as provided for herein, it is expressly understood and agreed that the said company shall not have the right to tear up any street, avenue, alley or

public place occupied by it for the purpose of taking up any of the underground property belonging to said company. This paragraph (q) and the several subdivisions thereof shall not apply to or effect any company, its successors or assigns, having or acquiring any such right, privilege or franchise so previously granted, acquired or vested nor any property at any time required for use under such prior grant, right or franchise.

(r) The said company shall give to the said city the right to use the poles erected in any part of the city whenever such city shall require the same for the use of the fire alarm, police or telephone system of the city or other city uses, to the extent such use is necessary for such purposes, but such use shall not exclude control and use of said poles by said company for its own purposes.

20. It is understood and agreed that the term or duration of any prior grant, right, franchise or license to occupy the streets, avenues, alleys or public places of said city for the purpose of supplying its citizens or inhabitants with electricity for light and power, or either thereof, held or acquired by any company, which may accept, enter into or operate under this contract, shall not be limited by this contract. And this contract shall not be construed or held as requiring the reconstruction of any plant, or any part thereof either underground or overhead, now in operation or use or constructed or being constructed for operation or use under any prior grant, right, franchise or license as aforesaid, the same having been or being constructed under and pursuant to any ordinance or contract with said city, except so far as may be necessary for the use of the type of lamp and the supply of the kind and quality of light to be furnished under this contract; *Provided, however*, said city reserves the right to reasonably extend the limits of such underground system, and to control the operation, maintenance, alteration and repair of such plant and appurtenances as heretofore provided in this contract.

The tangible and other property of any company or corporation which was, or which shall hereafter be acquired for use under any such prior grant, right, franchise or license and which shall or may be used under this contract or franchise by any such company or corporation, its successors or assigns, and future additions and extensions thereof, shall not by such use or otherwise, without consent by contract hereafter given by the owner, be or become subject to any option of purchase or sale, nor to any restriction as to use, sale, disposition or removal at the end of any contract or franchise period, which was not imposed or reserved by the express terms of such prior grant, franchise, right or license under which said property was or shall be acquired.

And except as stipulated in this section, said company entering into this contract that may have or acquire any existing prior grant, right or franchise or license as aforesaid, accepts the terms, conditions, provisions, stipulations and requirements of this contract and the stipulations of Section 19 of this contract, as binding upon it, its successors and assigns, for and during the period thereof.

21. Said company shall have the right at any time during the period of this contract to make application to the Board of Public Works for permission to change the type of arc lamp which it may then have in use under this contract either from the enclosed arc type to the open arc type of lamp, or vice versa or from either of said types of lamps to any other approved type of lamp, or for permission to light districts or portions of the city with either the enclosed, open or other approved type of lamp and upon all such applications the Board of Public Works, wholly at its discretion, as it may deem reasonable or best may grant or refuse to grant such permission, but if upon any such ap-

plication the Board of Public Works shall grant permission to make the change applied for, such change may then be made by said company accordingly; *Provided, however*, the specifications of this contract applicable to the use of the enclosed arc type of lamp shall apply to and control the supply of electric current and light when the same are supplied by the enclosed arc type of lamp; the specifications of this contract applicable to the use of the open arc type of lamp shall apply to and control the supply of electric current and light when the same are supplied by the open arc type of lamp; and if other approved form of lamp is permitted to be used in place of either of the above, such specifications as the Board of Public Works will adopt with the consent of said company at the time of granting permission to use other approved form of lamp, shall apply to and control the supply of electric current and light when the same are supplied by such other approved form or type of lamp; and, *Provided further*, the granting of any such application as aforesaid and the change of one of said types of lamp to another, shall not at any time increase the cost or price per lamp to be paid by the city for the lights to be supplied by arc lamps under this contract, but all said lights to be supplied by arc lamps under this contract shall be supplied and paid for at the rate per lamp expressed in the accepted bid and in this contract whatever change in type of lamp may be so permitted; and all lamps in the "underground district" operated from the three-wire, constant potential direct current system, if any there shall be, shall be paid for at the rate per lamp expressed in this contract for such service, whatever change in type of lamp may be permitted in such service.

22. The said company before beginning the work of construction shall deposit with the city treasurer of said city, to the credit of the Board of Public Works, the sum of one thousand dollars (\$1,000.00), and shall at all times during the life of this contract or franchise keep such sum on deposit with the city treasurer to be designated as an emergency fund; and whenever in the opinion of the Board of Public Works, an emergency arises for the immediate repair of any defect found to exist in any part of any street, avenue, alley or public place which may have been caused by the said company, and the said company has failed on notice to immediately repair the same, the said Board may cause said repair to be done at once and if the said company shall not promptly pay the bill for the cost of said repair when made out and presented at its office in said city, then said Board may draw the amount of the bill from the emergency fund, which fund shall be reimbursed by the said company without delay, or said Board of Public Works may deduct any amount equal to any payment by it from any sum due the said company and add the same to such deficient fund.

23. The said company shall observe all city ordinances in relation to obstructing the public streets, avenues, alleys and public places, maintaining signals and barricades and generally obey all city, county and State laws or ordinances and regulations and this contract shall not be interpreted as giving any special privileges in this respect.

24. Should the performance of any work, act or condition required to be done or performed under this contract by the said company, be delayed by the order of any court of competent jurisdiction, without fault or collusion on the part of said company, and said company shall have in good faith and by every reasonable effort resisted the granting and continuance of said order, and shall have used every reasonable endeavor to comply with its agreement to do or perform such work, act or condition, the time so lost shall be added to the time given under this contract for the doing or performance of such work, act or condition, and shall to the extent of such delay extend such time so given: *Provided, however*, That said city shall have the right to intervene in any

suit for injunction or restraining order to enjoin or restrain said company from the doing or performance of such work, act or condition, or in any suit involving the carrying out of the provisions of this agreement, and move for the dissolution of the injunction or other order in case such suit shall be deemed collusive or for the purposes of delay or of extending the time for the completion or the performance of any work, act or condition under this contract.

25. This contract or any part thereof may be transferred or assigned to any person, firm or corporation only upon the written consent of the Board of Public Works.

26. Subject to the foregoing stipulations, terms, conditions and provisions, it is hereby agreed that the following specifications shall constitute a part of this contract:

SPECIFICATIONS.

(A) The work to be done under this contract is the lighting by electric lamps the streets, avenues, alleys and public places within the corporate limits of the City of Indianapolis, for the term of ten (10) years, beginning on the 1st day of April, 1905, and to extend lines for incandescent lighting as provided in said contract.

The lighting shall include any and all of the streets, avenues, alleys and public places within the corporate limits of the city which the Board of Public Works may elect to have lighted during the existence of this contract, subject to the conditions herein imposed.

In the underground district and on bridges where the Board of Public Works may direct or permit, lamps suspended from poles, of the boulevard type, shall be operated. But the number of said lamps shall not exceed sixty (60). Said type of lamp may be operated from the three-wire, constant potential, direct current system if the company should so elect. But the said company shall only receive the same rental for the said type of lamps as the accepted bid under either type (a), (b) or (c) of the bidding sheet.

In the "underground district" lamps suspended from poles of the boulevard type may be operated from the three-wire, constant potential, direct-current system, as from time to time by order the Board of Public Works may direct or permit, and, in the absence of any such order, as the contracting company may elect.

(B) NUMBER AND LOCATION OF ARC LAMPS: The minimum number of arc lamps of the kind specified to be in use at the beginning of said term of ten (10) years is sixteen hundred (1,600). The said company shall furnish such additional lamps over sixteen hundred (1,600) not exceeding five hundred (500) and have the same ready for operation at the beginning of the contract term, as the Board of Public Works may order, provided such order is given not less than six (6) months previous to April 1, 1905.

Accompanying the specifications and on file at the Board of Public Works is a map of the City of Indianapolis, giving the approximate locations of said sixteen hundred (1,600) arc lamps to be used as a basis for awarding the contract. The Board of Public Works reserves the right to require said company to furnish a limited number of incandescent lamps of the kind hereinafter specified for street lighting, the same to be used in series in the same circuits with the arc lamps, or in series or in multiple from separate circuits at the option of said company, but the number of such incandescent lamps shall not exceed twenty per centum of the number of arc lamps in use at any one time, without the consent of the said company.

(C) ADDITIONAL LAMPS: Any street, avenue, alley or public place which the Board of Public Works may from time to time designate and

order to be lighted, shall be lighted from and after sixty (60) days' written notice given the said company of the order; *Provided*, That no additional lamps or extensions of the lines of the said company shall be required within a period of one year prior to the expiration of the contract term without the consent of said company. If said company fails to erect and operate the additional lamps within sixty days after the same are ordered, a deduction shall be made of fifty (50) cents per day for each lamp not so erected and operated and the amount of such deduction shall be retained from any moneys due, or which may become due the said company.

(D) DISCONTINUATION OF LIGHTS: The Board of Public Works shall have the right to discontinue at any time the use of any lamp or lamps furnished by the said company after thirty (30) days' written notice to the said company of this intention, provided that not more than fifty (50) lights shall be discontinued in any one year, and, *Provided further*, That the number of arc lamps in use shall at no time be less than sixteen hundred (1,600).

(E) FAILURE TO MAINTAIN: Deduction shall be made for failure to properly maintain and operate lamps and appurtenances of fifty (50) cents per lamp for each and every defective arc lamp or appurtenances of lamp or lamps not operated, for each and every day that failure continues to exist beyond one day after written notice to repair has been given said company; and the said deduction may be made from any money due, or which may become due said company.

In the event that any lamps of said company shall not be lighted and continue lighted and in operation as provided in this contract, and the specifications hereto attached, said city shall have the right to deduct from the price hereinafter named a sum equal to that which said company would otherwise be entitled to receive for the lamp or lamps, for each and every night or part of night during which the same shall not be lighted. If, however, said company shall willfully fail or refuse, or at any time neglect to light and keep lighted any or all of its lamps furnished and provided for by this contract, said company shall pay, as liquidated damages to said city, for the period said lamp or lamps remain unlighted, a sum double in amount said company would be entitled to receive for lighting of said lamp or lamps under this contract.

Arrangements must be made by which the lighting shall be speedily resumed if any part of the system is disabled.

(F) ARC LAMPS: The arc lamp to be furnished and used under this contract shall be of the enclosed arc type or the open arc type and shall be the latest and most approved pattern in either case.

In the underground district and on bridges to the extent, from time to time ordered or permitted by the Board of Public Works and not exceeding sixty (60) in number in said city, lamps, suspended from poles, of the boulevard type shall be used. Said lamps may be operated from the three-wire constant potential, direct current system if the company should so elect. Should this last named system be adopted the consumption of energy at the arc shall be as given below.

In the "underground district" to the extent from time to time ordered or permitted by the Board of Public Works, as provided in the contract, lamps suspended from poles of the boulevard type, shall or may be operated from the three-wire constant-potential direct-current system. The consumption of energy at the binding posts shall be as given below. The lamps shall be mechanically and electrically perfect and uniform in their actions. The globes of the open arc type, and both outer and inner globes of the enclosed arc type shall be of the best and most approved form of the lamps to which they are attached. All arc lamps, including globes, reflectors and carbons, shall at all times be maintained

clean and operated so as to secure the maximum efficiency obtainable from the most approved lamps adapted for and using the electrical current or energy in accordance with the following conditions:

(a) All series direct-current enclosed arc lamps shall use energy represented by the flow of approximately 6.6 amperes of current under a difference of potential of not less than seventy-two (72) to eighty (80) volts per lamp and consuming not less than 450 watts measured at the terminals. All lamps shall be supplied with direct current through series circuits, by constant current generators which will automatically maintain the amount of current in the circuit and the candle power of the lamps constant.

(b) All series alternating current enclosed arc lamps shall use electrical energy represented by the flow of approximately 7.5 amperes of current under a difference of potential of not less than seventy-two (72) to eighty (80) volts per lamp consuming not less than 450 true watts measured at the lamp terminals. All lamps shall be supplied with alternating current through series circuits by constant current transformers which will automatically maintain the amount of current in the circuit and the candle power of the lamps constant.

(c) All series direct-current open arc lamps shall use electrical energy represented by the flow of not less than 9.6 amperes under a difference of potential of not less than fifty (50) volts per lamp, consuming not less than 450 watts measured across the arc.

Should the company so desire to operate lamps heretofore described as of the boulevard type, from the three-wire, constant potential, direct current system, then such lamps shall use electrical energy represented by the flow of approximately five (5) amperes under a difference of potential of not less than one hundred and ten (110) volts and consuming not less than five hundred and fifty (550) watts, measured at the binding posts.

(G) INCANDESCENT LAMPS: Incandescent lamps to be used shall be approved standard-fifty-candle-power, of the proper type for the circuit in which they are to be used, as provided by paragraph (d). The lamps used shall be approved by the Board of Public Works.

(H) UNDERGROUND WORK: No poles shall be used and all wires, cables and appurtenances thereto, within the territory designated as the "underground district" and bounded on the north by the center line of North street, on the south by the north line of South street, on the east by the center line of East street, on the west by the center line of West street, shall be placed under ground, except such poles and wires as the Board of Public Works by express permission may allow in such territory for local distribution; and all such poles so allowed shall be in the alleys, except where necessary for the suspension of lamps.

All underground wires, cables and appurtenances shall be constructed in approved conduits with a sufficient number of ducts, man-holes and so forth, to meet all demands of the said company, either for public or commercial service for the period of ten (10) years so that it will not be necessary again during this period to enter into the streets or pavements to reconstruct the same. Conduits as a rule shall be placed in alleys. Permission will be given to use the streets only when in the opinion of the Board of Public Works it is impracticable to use the alleys. The location of all conduits and appurtenances in the alleys or streets shall be subject to the approval of the City Civil Engineer acting for the Board of Public Works; they shall be so constructed that the highest part of the conduit shall not be less than two feet below the established grade of the street or alley in which they are built, and shall be so located and constructed as not to interfere unnecessarily with or disturb the existing surface or underground structures, conduits, pipes or other property rights belonging to other companies, cor-

porations or persons, or the city sewers or connections therewith. It shall be understood that the City of Indianapolis shall not be precluded from prosecuting or authorizing any future public work of any character by reason of underground work of said company, and the Board of Public Works shall have the right to order the temporary removal of any conduit or appurtenance or a reconstruction of the same, whenever deemed necessary to the successful prosecution of any public work; and all such work of removing and reconstructing any underground structure of said company shall be done by the latter at its own expense and shall be done promptly when ordered by the Board of Public Works. In the event of failure of said company to comply with any such order of the Board of Public Works the latter may make such removal or reconstruction and charge the cost thereof to the said company and it may be deducted from any moneys due or which may become due to said company.

(I) LAMP SUPPORTERS: All arc lamps within the territory designated as the underground district" as it now exists or as it may hereafter be extended as provided herein, shall be supported on suitable iron or combination wood and iron posts, set in concrete; except as stated hereinafter, the lamps shall be carried directly on poles and suspended from suitable and approved mast-arms, as the Board of Public Works may direct. The wires shall be carried from the underground conduits to the base, and up through the center of these poles to the top of the same, from which point, if mast-arms are used, they shall be carried along the mast-arms to the lamp.

But all lamps of the boulevard type, and not exceeding sixty in number, shall be suspended from iron or combination wood or iron poles, and of a neat design, subject to the approval of the Board of Public Works.

In general all lamps not within the "underground district" shall be suspended from suitable and approved mast-arms, attached to wooden poles. But where, owing to a great width of the street, or the presence of shade trees or for other reasons it is not possible to thus obtain good results, and when the Board of Public Works may so direct, the lamps shall be suspended from an adjustable cable extending across the street, and connecting with a pole on each side thereof. Where not possible to properly brace or guy lamp poles, they shall be securely imbedded in concrete to hold them in position. Incandescent lamps shall be equipped with the latest improved reflectors, brackets and appurtenances and installed to the satisfaction of the Board of Public Works.

All lamps shall be so suspended as to furnish the most efficient lighting, at the same time not interfere with the public use of the streets. The Board of Public Works shall have the right at any time to change the location of any lamp to obtain greater efficiency therefrom.

To interfere as little as possible with other public use of overhead circuits the best, straight, live white cedar poles shall be used. In general, the poles shall be of such length as the existing conditions may require, but in no case shall poles be used less than thirty-five (35) feet in length and with the top not less than six and one-half (6½) inches in diameter, without the written permission of the Board of Public Works. Poles shall be set plumb as nearly as possible in perfect alignment and not further apart than one hundred and thirty (130) feet, and approximately one-sixth (1-6) their length in the ground. Where ever the direction changes or at angle points in the pole line there shall be used either self-supporting poles, thoroughly imbedded in concrete and of sufficient size for the purpose, or poles located, guyed or anchored in a substantial manner, all to the satisfaction of the Board of Public Works. All poles, guy stubs, cross-arms and pins shall be painted two coats of good paint of such color as the Board of Public Works may designate, at least one coat being applied after the poles

have been erected and all wires have been put in place; they shall be kept well painted at all times. The name of the contractor shall be painted on all poles in a legible manner. All cross-arms, braces, pins, insulators, etc., shall be of standard and approved materials. Each guy wire shall have inserted in it near the upper end, a strain insulator of the most perfect type. The pole lines shall be erected as much as possible in the alleys so as not to disfigure the streets and where shade trees are encountered the poles shall be of such height as to carry the wires, nearly as practicable, clear of the trees. All poles, wherever erected, shall be so placed as to interfere as little as possible with other public use of the streets, alleys, avenues and public places, or with public or private interests or conveniences, and so as not to injure shade trees. The location of all pole lines shall be subject to the approval of the Board of Public Works. No advertisements shall be permitted on any of the poles, but the city shall have the right to attach street signs thereto. The Board of Public Works shall have the right to order the removal or relocation of any pole, stub, guy wire, or any other appurtenance, which may be in the way of or interfere with the successful prosecution of any future public work, and all such work shall be done promptly by the contractor, at its own expense, when ordered by the Board of Public Works. All wires used by the company pursuant to this contract or franchise, shall be of the best quality of weather proof, insulated wire, when run on poles, and shall be erected and maintained in a first-class manner. Wires used in the electrical conduits shall be of the best quality of material and insulation adapted to the service.

In the event that the contractor may have poles, wires, cables or appurtenances in use at the time of entering into this agreement, under and by virtue of a contract or franchise previously entered into or granted by the City of Indianapolis, and it shall be desired by the said company to use any of such poles, wires, cables or appurtenances, in connection with the new franchise, the same shall be overhauled, altered and repaired to the satisfaction of the Board of Public Works; all old poles, cross-arms, mast-arms, pins, etc., shall be painted in a manner herein provided.

Within three months after the execution of this contract, and before beginning the work of construction, the said company shall file with the City Civil Engineer a map and report describing each circuit for furnishing street lights, including the size of wires used, kind of insulation, length of route of each circuit, the number of lamps and kind of each circuit, and the said company shall not proceed with the work of construction until the same has been approved; any construction or erection of a new circuit or circuits or changes made in the old circuit, in the number or location of lamps, in the wire and route, shall be immediately reported to the City Civil Engineer.

No lamp, motor or any other appliance or device of any kind whatsoever except the street lamps furnishing light for the city shall be attached to, connected with or made a part of any series circuit delivering current to the said street lamps, without the express written permission of the Board of Public Works. All safety appliances known in the best practice shall be used throughout the system of distributing and using electricity.

All wiring and other work, when not in conflict with the provisions of this contract, shall be done according to the rules of the National Board of Fire Underwriters.

A high tension system will be allowed if installed in a manner commensurate with the usual requirements of safety in such a system, but the current supplied to the lamps in any circuit shall not exceed a maximum potential of eight thousand five hundred (8,500) volts. All high tension underground cable work shall be installed in a manner productive of high insulation efficiency.

(J) RESTORATION OF PAVEMENTS: All streets, alleys and public places cut into or in any way molested by said company in the prosecution of its work at any time during the life of this contract or franchise, shall be restored to the condition after the completion of the work as they were in before the work was done.

All pavements shall be repaved with the same kind of material with which they were originally made and shall be restored to the same condition as before. All work shall be done under the supervision of the inspectors appointed by the Board of Public Works as hereinbefore provided, and all work shall be done in accordance with all reasonable requirements or rules which the Board of Public Works may from time to time adopt for such work, or which may be required by city ordinances governing such work, as they now exist, or as they may thereafter be amended or passed.

(K) MAPS, PLANS AND SPECIFICATIONS: Whenever the said company shall desire to construct or erect, for the purposes provided in this contract, any conduits, cables, poles or other appliances, it shall prepare and file in the office of the Board of Public Works maps, detailed plans, and specifications of such proposed construction, including all underground or overhead work, apparatus and appliances of every kind, or description, showing the location of all poles, wires, cables, conduits, ducts or other appliances, the height above or the depth below the surface of the streets, or alleys, and in general where and how such construction is to be done, which maps, detailed plans and specifications, shall be approved without unnecessary delay by the Board of Public Works, if satisfactory, and a permit shall be issued to the said company to enter into the streets, avenues, alleys or public places before such work shall begin. All changes and extensions made during the life of this contract or franchise shall be approved by the Board of Public Works in the manner above provided before being made.

(L) IN GENERAL: The electric lighting plant and system shall be sufficient in extent and character to supply and meet the demands and requirements of the City of Indianapolis for public lighting and for furnishing light to the inhabitants thereof at all times during the life of this contract. The boilers, engines, generators and other machinery and apparatus in the power station shall have an ample reserve capacity and shall be the best of their respective kinds, designed to give uninterrupted service. The boilers shall be equipped with automatic stokers, or other approved device for the sufficient suppression of smoke in a practicable manner.

All lamp posts, poles, wires, conductors, lamps, globes, carbons and each and every article, apparatus or device which may be necessary for electric lighting under this contract, shall be of the best quality of material and workmanship and shall be maintained at all times in the best practicable manner. The City Civil Engineer, or any other authorized representative of the Board of Public Works, shall have free access at all times to the central station or other stations of the said company, for the purpose of inspecting and making tests and measurements to see that this contract is being faithfully carried out and every facility shall be given for this purpose.

The generating station or stations, and all other buildings, structures, machinery and appliances shall conform to the fire and building ordinances of the City of Indianapolis and shall be at all times subject to the inspection and all reasonable regulations of the Board of Public Works.

27. To each of the terms, conditions, provisions, stipulations and requirements of this contract, the said Indianapolis Light and Power Company, party of the first part herein, by its duly authorized officers and representatives, and the City of Indianapolis, by and through its Board of Public Works, party of the second part herein, do fully agree and do bind themselves, their successors and assigns.

In testimony whereof we have hereunto set our hands and seals, this 26th day of February, 1904, in duplicate.

INDIANAPOLIS LIGHT AND POWER CO.,

Attest:

By D. W. MARMON, President.

C. C. PERRY, Secretary.

CITY OF INDIANAPOLIS,

By M. A. DOWNING,

JACOB WOESSNER,

DAVID WALLACE,

Board of Public Works.

Approved:

JOHN W. HOLTZMAN, Mayor of City of Indianapolis.

And, Whereas, said contract and agreement has been submitted by said Board of Public Works of the City of Indianapolis to the Common Council of said city for its action thereon; therefore,

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the foregoing contract and agreement, made and entered into between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis Light and Power Company, be and the same is in all things ratified, confirmed and approved.

Sec. 2. This ordinance shall take effect and be in full force and effect from and after its passage.

Which was read a first time and referred to Committee on Contracts and Franchises.

From the City Comptroller:

INDIANAPOLIS, February 29, 1904.

To the President and Members of the Common Council:

Permit me to call to your attention the fact that General Ordinance No. 4, 1904, authorizing the issue of \$143,000 of Fire Department and City Hospital bonds, and appropriating the proceeds thereof, has created a special fund differing from any other that has ever existed under the city charter. By the provisions of Section 7 of this ordinance this fund could be used only for specific purposes, and it was required that vouchers should be filed with the City Treasurer, showing such use and the items thereof. These purposes were long ago accomplished, leaving an unexpended balance in the fund of \$6,871.48, which has since lain idle in the Treasurer's hands, and cannot be used for any purpose whatever without action by your body. I would respectfully recommend that this balance be transferred to the General Fund and submit herewith an ordinance for that purpose.

Respectfully submitted,

J. P. DUNN,
City Comptroller.

Which was read.

From the City Comptroller:

General Ordinance No. 16—1904: An ordinance for the transfer of moneys from the Fire Department and City Hospital Bond Fund to the General Fund.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the unexpended balance of \$6,871.48 remaining in the Fire Department and City Hospital Bond Fund be, and the same is hereby, transferred to the General Fund.

Sec. 2. This ordinance shall take effect and be in force from and after its passage.

Which was read a first time and referred to Committee on Finance.

By Mr. Fishback:

General Ordinance No. 17—1904: An ordinance providing for the licensing and regulation of distilleries and breweries and the depots and agencies of distilleries or breweries operating in the City of Indianapolis; providing a penalty for the violation thereof; repealing all conflicting ordinances; providing for the publication of the same; and fixing a time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, That it shall be unlawful for any person or persons, firm, association, company or corporation to establish, conduct or maintain in said city any brewery, distillery or depot or agency of any brewery or distillery without first complying with the provisions of this ordinance.

Sec. 2. Every person or persons, firm, association, company or corporation establishing, conducting or maintaining in said city a brewery or breweries, distillery or distilleries, depot or depots, agency or agencies of breweries or distilleries, shall pay to the said city the sum of \$1,000 as a license fee for each such brewery, distillery, depot or agency so established, conducted or maintained, which said sum of \$1,000 shall be the annual license fee to be charged for each such brewery, distillery, depot or agency. On payment of such sum of \$1,000 the applicant for such license shall present the receipt thereof to the City Comptroller and such Comptroller shall thereupon issue to such applicant a license to establish, conduct and maintain such brewery, distillery, depot or agency, as the case may be, for one year from such time which license shall designate the place where such brewery, distillery, depot or agency is to be established, conducted or maintained, and shall be signed by the Mayor of the city.

Sec. 3. Any structure or inclosure within said city used by any person, firm or corporation for the receipt and storage of the liquors distilled or brewed by any distillery or brewery without said city and shipped to said city for sale or distribution therein shall be considered a depot of a brewery or distillery under the provisions of this ordinance.

Sec. 4. Said City Comptroller shall keep a register of the names of every person or persons, firm, company, corporation, depot or agency receiving from said city such license, with the date when issued and the expiration of the same and the location of such distillery, brewery, depot or agency.

Sec. 5. Such distillery, brewery, depot or agency shall be open to police inspection at all hours when business may be transacted thereat; and during the hours when business may be transacted in such brewery, distillery, depot or agency, the same shall be open to inspection by the police officials of said city, Inspectors of the Board of Health of said city, and the Chief of the fire force of said city.

Sec. 6. No person, firm or corporation shall distill in any distillery or brew in any brewery or keep in any depot or agency of any brewery or distillery, any liquors containing poisonous or injurious drugs or other deleterious substance. The liquors brewed or distilled or kept by any person, firm or corporation at any brewery, distillery, depot or agency within said city shall be open to inspection, examination and test for any poisonous or deleterious drugs, such test to be made by inspectors of the Board of Health of said city; *Provided, however,* That such inspection may not be made in any manner so as to destroy the value of such inspected product, other than the sample inspected.

Sec. 7. Any such brewery, distillery, or depot or agency of any brewery or distillery within the City of Indianapolis, shall be kept clean in and about the premises and free of any accumulation or deposit of any unwholesome material or by-product giving off noxious odors or offensive effluvia; and upon notice of the Health Officers of the said city any such deposit or accumulation shall be instantly removed by the person, firm or corporation owning or having control of such brewery, distillery, agency or depot.

Sec. 8. It shall be the duty of any person, firm or corporation maintaining any brewery, distillery or the depot and agency of any brewery or distillery, to guard any liquor therein and whether in vats, stills, barrels, kegs or otherwise stored, from contact with fire and to so locate and store such liquors as that fire may not be communicated to them. And it shall be the duty of the chief of the fire force of said city, either in person or by some member of the fire force delegated by him, to inspect from time to time such brewery, distillery, depot or agency for the purpose of seeing that the storage or location of such liquors kept therein shall not be subject to any danger from fires in or about such premises.

Sec. 9. It shall be unlawful for any person, firm or corporation owning or operating any brewery, distillery of the depot or agency of any brewery or distillery to allow minors to congregate on the premises of such brewery, distillery, depot or agency.

Sec. 10. It shall be unlawful for any person, firm or corporation owning or operating any brewery or distillery, or the depot or agency of any brewery or distillery to give away for the purpose of permitting the same to be drunk on the premises, any intoxicating liquors brewed or distilled or kept in such brewery, distillery, depot or agency; or to retail the same in quantities of less than a quart for the purpose of allowing the same to be drunk on such premises.

Sec. 11. Any person or persons, firm or corporation owning or operating, conducting or maintaining a distillery or brewery or a depot or agency of a distillery or brewery, who shall violate any of the provisions of this ordinance, shall, upon conviction, be fined in any sum not exceeding \$100.00, and each day's continuance of the violation of this ordinance shall constitute a separate offense.

Sec. 12. All ordinances or parts of ordinances in conflict herewith, are hereby repealed.

Sec. 13. This ordinance shall take effect and be in full force and effect from and after its passage and publication one day each week for two successive weeks in the "Indianapolis Sentinel," a daily newspaper of general circulation printed and published in the City of Indianapolis, Marion county, Indiana.

Which was read a first time and referred to Committee on Finance.

On motion of Mr. Wahl, the Common Council, at 7:45 o'clock, adjourned.

ATTEST:

W. McFarty
 City Clerk.

J. H. Hill
 President.

