

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

MONDAY, May 4, 1914.

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, May 4, 1914, at 7:30 o'clock, in regular session, President Pro Tem. Aubrey D. Porter in the chair.

Present: The Hon. Aubrey D. Porter, President Pro Tem. of the Common Council, and seven members, viz.: Messrs. Barry, Young, McGuff, Miller, Lee, Graham and Shea.

Mr. McGuff moved that the reading of the Journal be dispensed with. Carried.

COMMUNICATIONS FROM THE MAYOR.

EXECUTIVE DEPARTMENT,  
CITY OF INDIANAPOLIS.  
INDIANAPOLIS, IND., April 24, 1914.

*To the President and Members of the Common Council, City of Indianapolis, Indiana:*

GENTLEMEN—I have approved and signed General Ordinance No. 18, 1914, the same being an ordinance entitled, "An ordinance for the transfer of money heretofore appropriated to the Board of Public Safety for clean-

ing buildings, in the East Market appropriations, to the fund for repair of cisterns, in the Fire Department appropriations, and fixing the time when the same shall take effect."

I return the said ordinance herewith.

Yours very truly,  
J. E. BELL,  
Mayor.

EXECUTIVE DEPARTMENT,  
CITY OF INDIANAPOLIS.  
INDIANAPOLIS, IND., April 24, 1914.

*To the President and Members of the Common Council, City of Indianapolis, Indiana:*

GENTLEMEN—I have approved and signed General Ordinance No. 20, 1914, the same being an ordinance entitled, "An ordinance to amend clause (f) of Section 37 of General Ordinance No. 72, 1912."

I return the said ordinance herewith.

Yours very truly,  
J. E. BELL,  
Mayor.

EXECUTIVE DEPARTMENT,  
CITY OF INDIANAPOLIS.  
INDIANAPOLIS, IND., April 24, 1914.

*To the President and Members of the Common Council, City of Indianapolis, Indiana:*

GENTLEMEN—I have approved and signed General Ordinance No. 23, 1914, the same being an ordinance entitled, "An ordinance requiring a flagman to be stationed by the Lake Erie & Western Railroad Company at the crossing of said company's tracks over Twenty-eighth Street, in the City of Indianapolis, Indiana."

I return the said ordinance herewith.

Yours very truly,  
J. E. BELL,  
Mayor.

EXECUTIVE DEPARTMENT,  
CITY OF INDIANAPOLIS.  
INDIANAPOLIS, IND., April 24, 1914.

*To the President and Members of the Common Council, City of Indianapolis, Indiana:*

GENTLEMEN—I have approved and signed Special Ordinance No. 1, 1914, the same being an ordinance entitled, "An ordinance changing the name of Mulberry Street to Pennsylvania Street."

I return the said ordinance herewith.

Yours very truly,  
J. E. BELL,  
Mayor.

EXECUTIVE DEPARTMENT,  
CITY OF INDIANAPOLIS.  
INDIANAPOLIS, IND., April 24, 1914.

*To the President and Members of the Common Council, City of Indianapolis, Indiana:*

GENTLEMEN—I have approved and signed General Ordinance No. 17, 1914, the same being an ordinance entitled, "An ordinance approving a certain contract granting Jos. L. Hogue the right to lay and maintain a sidetrack or switch from the tracks of the C., C., C. & St. L. Ry. Co. across Twenty-ninth Street, according to blue print attached, in the City of Indianapolis, Indiana."

I return the said ordinance herewith.

Yours very truly,  
J. E. BELL,  
Mayor.

EXECUTIVE DEPARTMENT,  
CITY OF INDIANAPOLIS.  
INDIANAPOLIS, IND., April 24, 1914.

*To the President and Members of the Common Council, City of Indianapolis, Indiana:*

GENTLEMEN—I have approved and signed General Ordinance No. 16, 1914, the same being an ordinance entitled, "An ordinance concerning compensation of certain City Hall employes under the Department of Public Works, and repealing all ordinances in conflict herewith."

I return the said ordinance herewith.

Yours very truly,  
J. E. BELL,  
Mayor.

#### REPORTS FROM CITY OFFICERS.

From City Controller:

DEPARTMENT OF FINANCE,  
CITY OF INDIANAPOLIS.  
INDIANAPOLIS, IND., April 24, 1914.

*To the Honorable, the President and Members of the Common Council:*

GENTLEMEN—I submit herewith letter from the Board of Public Works requesting an appropriation of \$559 for the improvement of Twenty-fifth Street, between Senate and Capitol Avenues. I recommend the appropriation and inclose ordinance for that purpose. The peculiar circumstances

attending the opening of Twenty-fifth Street make this in fairness a debt of the city to the adjacent property owners, as well as a proper public improvement.

Respectfully submitted,  
J. P. DUNN,  
*City Controller.*

DEPARTMENT OF PUBLIC WORKS,  
OFFICE OF THE BOARD.  
INDIANAPOLIS, IND., May 4, 1914.

*Hon. J. P. Dunn, City, Controller, Indianapolis, Indiana:*

DEAR SIR—Several years ago the board ordered the opening of Twenty-fifth Street, from Capitol Avenue to Senate Avenue, assessing an excess of benefits over damages of \$240, afterwards selling two houses which the city acquired through the opening for \$467, which amount was deposited in the general fund.

There is a balance on hand in the opening fund of \$92, which, together with the unpaid assessment of \$148 and the \$467 realized from the sale of the houses, would make the city ahead \$707 by this transaction.

The property owners who were assessed for this opening feel that the city should spend this money for the improvement of the street, which the board also believes should be done.

We would therefore request that you recommend to the Common Council the passage of an ordinance appropriating the sum of \$559 to a fund for the improvement of Twenty-fifth Street, from Senate Avenue to Capitol Avenue. We have arrived at the amount of \$559 by deducting the amount of unpaid assessments.

Yours truly,  
J. A. RINK,  
JAS. E. TROY,  
GEO. B. GASTON,  
*Board of Public Works.*

From the Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,  
OFFICE OF THE BOARD.  
INDIANAPOLIS, IND., May 2, 1914.

*To the Honorable Common Council, City:*

GENTLEMEN—We herewith submit to you for your consideration and action thereon, an ordinance ratifying, confirming and approving the contract entered into the 25th day of April, 1914, between the Merchants Heat and Light Company and the City of Indianapolis, Indiana, by its Mayor and Board of Public Works, for lighting public streets, places and buildings, and for furnishing electric current for power

Respectfully yours,  
J. A. RINK,  
JAS. E. TROY,  
GEO. B. GASTON,

Mr. Shea moved that the Council form a Committee of the Whole Council to consider Special Ordinance No. 2, 1914. The President decided that the motion was lost.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Public Works :

INDIANAPOLIS, IND., May 4, 1914.

*To the President and Members of the Common Council:*

GENTLEMEN—Your Committee on Public Works, to whom was referred General Ordinance No. 11, 1914, entitled, "An ordinance regulating the operation of electric cars, providing restrictions as to the speed and operation of the same," beg leave to report that we have had said ordinance under consideration, and recommend that the same do not pass.

Respectfully submitted,

A. D. PORTER,  
THOMAS C. LEE,  
ED MCGUFF,  
FRANK GRAHAM,  
EDWARD P. BARRY.

Mr. Barry moved that the report of the Committee be concurred in. Carried.

From the Committee on Public Safety :

INDIANAPOLIS, IND., May 4, 1914.

*To the President and Members of the Common Council of the City of Indianapolis, Indiana:*

GENTLEMEN—We, your Committee on Public Safety, to whom was referred General Ordinance No 21, 1914, being an ordinance for the regulation of street traffic, beg leave to report that same be amended as follows:

"That Section 3 of Article 3 be stricken out, and that Section 4 of Article 3 be renumbered to read Section 3.

Also that Section 5 of Article 6 be made to read as follows: 'Section 5.



While running, during blockades, or while stopping, a clear space of ten (10) feet shall be kept open between cars.'

Also that the word 'etc.', immediately following the word motorcycles in Section 8, Article 9, be stricken out.

Also recommended that the following be added to Section 2 of Article 5: 'All traffic on Massachusetts, Indiana, Kentucky and Virginia Avenues to have right of way over all north and south streets.'

And when so amended that said ordinance do pass.

Respectfully submitted,

THOMAS C. LEE,  
E. R. MILLER,  
ED MCGUFF,  
MICHAEL J. SHEA,  
W. T. YOUNG.

Mr. Lee moved that the report of the Committee be concurred in. Carried.

From the Committee on City's Welfare:

INDIANAPOLIS, IND., May 4, 1914.

*To the President and Members of the Common Council:*

GENTLEMEN—We, your Committee on City's Welfare, to whom was referred General Ordinance No. 26, 1914, entitled, "An ordinance to amend Section 41 of the General Ordinance No. 72, 1912," beg leave to report that we have had said ordinance under consideration, and would recommend that the same be amended by striking out all of said ordinance after the word "Indiana," in Section 1 of said ordinance, and substituting the following:

That Section 17 of the General Ordinance No. 72, 1912, be and the same is hereby amended to read as follows:

SECTION 17. The fire limits of the City of Indianapolis shall be bounded as follows:

(a) Commencing at the intersection of St. Clair Street and West Street; thence south with the center line of West Street to North Street; thence west with the center line of North Street to the center line of Blake Street; thence south on Blake Street to Washington Avenue; thence west to the east bank of White River; thence south following the east bank of White River to a point in line with McCarty Street; thence east to and on the center line of McCarty Street to a point in a line parallel with the southwest property line of Virginia Avenue and one hundred and fifty (150) feet from the southwest line of said property line to Prospect Street; thence east on Prospect Street to Shelby Street; thence north on Shelby Street to the center line of Hosbrook Street; thence northwest on Hosbrook Street to Cedar Street; thence northeast on Cedar Street to Elm Street; thence northwest on Elm Street to Pine Street; thence on Pine Street to Davidson Street; thence on Davidson Street to Massachusetts Avenue; thence north to a point in a line parallel with the northwest property line of Massachusetts avenue and one hundred and fifty (150) feet

northwest from said property line; thence southwest on said line parallel with the northwest property line of Massachusetts Avenue and one hundred and fifty (150) feet from the northwest of said property line to St. Clair Street; thence west on St. Clair Street to the place of beginning.

(b) That part of the fire limits as described in paragraph (a), commencing at the intersection of North Street and West Street; thence south on the center line of West Street to South Street; thence east on the center line of South Street to East Street; thence north on the center line of East Street to North Street; thence west on center line of North Street to West Street to place of beginning, shall be known as the inner fire district.

(c) That part of the fire limits outside of the district as described in paragraph (b) shall be known as the outer fire district.

That Section 41 of the General Ordinance No. 72, 1912, be and the same is hereby amended to read as follows:

SECTION 41. *Buildings Within the Fire Limits.*

(a) All buildings hereafter erected or enlarged within the inner district of the fire limits as described in Section 17 shall be erected or enlarged as first or second class buildings only.

Every building (excepting any dwelling house which is rented, leased, let or hired out to be occupied, or which is occupied, or intended, arranged or designed to be occupied as the home or residence of not more than two families) hereafter erected, enlarged or altered within the district known as the outer fire district as described in Section 17, shall be erected, enlarged or altered as a first or second class building.

(b) It shall be unlawful to repair or alter any building, other than a first or second class building, or a dwelling house which is rented, leased, let or hired out, to be occupied, or which is occupied, or intended, arranged or designed to be occupied as the home or residence of not more than two families, within the fire limits, if, in the opinion of the Commissioner of Buildings, such building has been damaged from any cause to the extent of (60%) sixty per cent. of the cost of a similar new building, and any such building shall be torn down and removed when in a dangerous condition, if so ordered by the Commissioner of Buildings.

(c) Repairs on every existing building of the first, second or third classes, and on any dwelling which is rented, leased, let or hired out, to be occupied, or which is occupied, or intended, arranged or designed to be occupied as the home or residence of not more than two families within the fire limits may be made involving the substitution of material or work made necessary by ordinary wear and tear.

(d) Any dwelling house which is to be rented, leased, let or hired out, to be occupied, or intended, arranged or designed to be occupied as the home or residence of not more than two families may be constructed and erected within the outer district of the fire limits as described in Section 17, as third class or brick veneer building of the fourth class.

(e) Additions or alterations may be made to any frame dwelling now existing and located within the outer district of the fire limits as described in Section 17, as class four, and which is rented, leased, let or hired out, to be occupied, or which is occupied, or intended, arranged or designed to be occupied as the home or residence of not more than two families, provided no such additions or alterations are greater than (20%) twenty per cent. of the superficial area of the outer dimensions of the original existing foundation walls, and that the roof of such additions or alterations

shall be covered with slate, tile, metal or other equally non-inflammable materials.

W. TODD YOUNG,  
ED MCGUFF,  
MICHAEL J. SHEA,  
E. R. MILLER,  
A. D. PORTER.

Mr. Young moved that the report of the Committee be concurred in. Carried.

#### INTRODUCTION OF APPROPRIATION ORDINANCES.

By City Controller :

Appropriation Ordinance No. 10, 1914: An ordinance appropriating \$559 to the Board of Public Works for the improvement of Twenty-fifth Street.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, that there be and is hereby appropriated the sum of \$559 to the Board of Public Works for and on account of the improvement of Twenty-fifth Street, between Senate and Capitol Avenues.

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

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

#### INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By Mr. Porter :

Special Ordinance No. 3, 1914: An ordinance changing the name of the street running from Twenty-first Street north to Fall Creek, now known as Senate Avenue, to Boulevard Place.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis that the name of the street running from Twenty-first Street to Fall



Creek, now known as Senate Avenue, be changed to Boulevard Place, by which name it shall be known in the future.

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

Which was read a first time and referred to the Committee on City's Welfare.

By the Board of Public Works :

Special Ordinance No. 2, 1914: An ordinance ratifying, confirming and approving the contract entered into the 25th day of April, 1914, between the Merchants Heat and Light Company and the City of Indianapolis, Indiana, by its Mayor and Board of Public Works, for lighting public streets, places and buildings, and for furnishing electric current for power.

WHEREAS, heretofore, to-wit: on the 25th day of April, 1914, the City of Indianapolis, by its Mayor and Board of Public Works, entered into the following contract and agreement with the Merchants Heat and Light Company, to-wit:

THIS MEMORANDUM OF AGREEMENT, made and entered into, in duplicate, this 25th day of April, 1914, by and between the Merchants Heat and Light Company, hereinafter called the Company, and the City of Indianapolis, County of Marion, State of Indiana, by and through the Board of Public Works, hereinafter called the City, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all acts supplemental or amendatory thereto, WITNESSETH:

1. That the Company, 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 and standard hereinafter specified, and furnish and supply current for light and power upon the conditions and stipulations and subject to the limitations as hereinafter set forth.

2. That the Company 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 lights to be operated and maintained by the Company shall not be at any time less than two thousand (2,000); the number of incandescent lights to be operated by the Company as single lights or in clusters shall not be less than five hundred (500).

3. That the contract term for lighting the streets, avenues, alleys and public places of the city as herein provided, shall begin at 12 o'clock noon, on the 1st day of April, 1915, and continue for and during the term of ten (10) years ending at 12 o'clock noon, on the 1st day of April, 1925.

4. That the preparations for carrying out this contract shall be com-

menced at once on the approval of the 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 assure the uninterrupted lighting of 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, 1915. And the Company further agrees that if said lighting is not commenced on the 1st day of April, 1915, as above stipulated and agreed, then the Company shall pay to the City as ascertained and liquidated damages, the sum of Five Hundred (\$500) 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 (30) 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 the City until it has been approved and ratified by the Common Council of the City of Indianapolis by ordinance as by law required.

5. That the 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. That the 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 the 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 Company further agrees that the extension and amount of lighting to be done under this contract may be increased from time to time as herein specified and that such increase of lighting shall be done in accordance with these specifications, and at the same rate of compensation as herein set forth.

7. That should any of the lamps provided for herein be or become defective and fail to burn and give clear and steady light of full intensity and power, such as that given by the best and most approved lamps adapted for and using the electrical energy or current specified in this contract, when said last named lamps are clean and in perfect order and equipped with a quality of carbons or other filaments best adapted to them, the Company shall replace such defective lamps with others complying in all respects with this contract and specifications.

8. That the work of construction or repair of such part of the Company's plant as 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 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 \$75 per month. The expense of the employment of such necessary inspectors shall be paid by the Company to the City Controller of the City upon demand, and if not promptly paid may be deducted from the moneys due, or which may become due, to the Company. And the right is hereby reserved by the City to order any change or changes made from time to time, in any part of the Company's plant located in the streets, alleys, avenues and public places when in the way of any public improvement of the City, and to change the locations of individ-

ual 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 the Company without expense to the City: Provided, When posts and guy stubs have once been located with the approval of the Board, any change of location hereafter ordered by the Board because necessitated by private convenience shall be made at the expense of the party 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 the Company the expense 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 Company shall neglect or refuse to obey such orders of the Board of Public Works, the Board is hereby authorized to perform such work and charge the costs thereof to the Company, and may deduct the same from any moneys due or which may become due the Company. And the 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 the 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. That the Company shall not at any time 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 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 the 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. That the City reserves 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 regulations or 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 reserves the fullest right to exercise any and all its police powers at any time, and nothing contained herein shall be so construed as to in any wise abridge any of such powers.

11. That the Company shall in all operations connected with the work of construction or the lighting herein contemplated and specified, or furnishing current or light hereunder, conform to and obey all city ordinances or laws controlling or limiting in any way the actions of those engaged upon the work or affecting the materials used. And the Company shall take all necessary precaution for the protection of life and property.

12. That the Board of Public Works shall have the right to change or abolish the location of individual lamps, as hereinafter specified, provided the minimum number of lights herein specified shall be maintained.

13. That the 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 effective candle power thereof which



can be reasonably procured and used by the Company without infringement of patent rights or becoming involved in litigation concerning the same: Provided, That when the plant of the 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 City, as hereinafter provided, be increased by such change.

14. That the Company shall 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 the Company in the execution of this contract. And the 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 suit brought against the City for or on account of any acts of omission or commission of the Company or its agent; but the Company shall have reasonable written notice of any action or suit brought against the City on account of any such matters and the right to appear and defend against the same and demand and prosecute appeals therein, and upon such written notice by the City the Company shall appear and defend such action and pay any costs and any final judgment that may be recovered therein against the City.

15. That the City of Indianapolis shall pay, and the Company shall receive, as full compensation for each light as specified herein, sums of money as follows:

- (a) For each series ten (10) ampere alternating current enclosed flame carbon arc lamp, as per specifications, Forty-one and 98-100 Dollars (\$41.98) per year for all night and every night schedule.
- (b) For each 100 watt series Tungsten incandescent lamp, as per specifications except as specified for certain lights in "Underground District," Seventeen and 83-100 Dollars (\$17.83) per year for all night and every night schedule.
- (c) For each 100 watt series Tungsten incandescent lamp, as per specifications, to be used as the top lamp of a 3 or 5 lamp cluster, Eight and 92-100 Dollars (\$8.92) per year for all night and every night schedule.
- (d) For series Tungsten incandescent lamps as per plans and specifications for lighting Meridian Street and for lamps used in district described as "Underground District:"
  - (1) Single 100 watt Tungsten lamp on standard, Twenty-seven and 71-100 Dollars (\$27.71) per year;
  - (2) Clusters of three 100 watt Tungsten incandescent lamps per cluster, Forty and 35-100 Dollars (\$40.35); and
  - (3) Clusters of one 100 watt Tungsten incandescent lamp and four 60 watt Tungsten incandescent lamps, as per specifications, Forty-five and 18-100 Dollars (\$45.18); all per year for all night and every night schedule.

And it is mutually agreed that the City shall pay, and the Company shall receive, for furnishing electric current for light and power in the public buildings under control or direction of the Board of Public Works, Board of Public Safety and Board of Health, and including the City Hall, Tomlinson Hall, City Market, Meat Market and all other Public Markets, City Hospitals, Police and Dispensary Buildings, Engine Houses, Asphalt Re-



pair Plant, City Barns and Garages, Sewage Disposal Building, Public Comfort Stations, and all other public buildings which have been or may hereafter be erected during the life of this contract, and for lighting all grounds, plazas and other public places in connection with said buildings and under control of the City, except such places as are under the jurisdiction of the Department of Public Parks, as per specifications, (\$.0195) One and 95-100 cents per kilowatt hour.

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

17. That the Company shall 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 under this contract for lighting the streets, avenues, alleys and public places of said City, provided if the Company be already bound by its contract or franchise with the City to pay the City five (5) per centum of its gross receipts from public lighting, then the five (5) per centum herein stipulated to be paid on public lighting receipts shall not be in excess of the five (5) per centum which the Company may be bound to pay the City under such previous contract or franchise.

18. That the following detail specifications and accompanying plans and map and lighting schedule shall form a part of this contract.

19. That 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 provision shall mean within the period named after the ordinance approving the contract takes effect by the approval of the Mayor or otherwise.

20. That whenever the words "Board of Public Works," or "the Board" are used herein, they shall be understood to refer to the Board of Public Works of the City of Indianapolis.

Whenever the word "Company" is used herein, it shall mean the Company, its assigns, legal representatives and successors, as the case may be, Whenever the word "City" is used herein, it shall mean the City or the Board of Public Works or other governing body of the City having control of matters covered by this contract.

### AGREEMENT TO TERMS OF CONTRACT:

To each of the terms, conditions, provisions, stipulations and requirements of this contract, the said Merchants Heat and Light Company, by its duly authorized officers and representatives, pursuant to an order of its Board of Directors, and the City of Indianapolis, by and through its Board of Public Works, do fully agree and bind themselves, their successors and assigns.

IN TESTIMONY WHEREOF the parties have hereunto set their hands and seals this the 25th day of April, 1914.

#### MERCHANTS HEAT AND LIGHT COMPANY:

H. H. HARRISON,  
*President.*

Attest:

C. M. POLEN,  
*Acting Secretary.*

[SEAL]

#### CITY OF INDIANAPOLIS:

J. A. RINK,  
*President.*

JAS. E. TROY,  
GEO. B. GASTON,

*Board of Public Works.*

Approved:

J. E. BELL,  
*Mayor, City of Indianapolis.*

[SEAL]

### DETAIL SPECIFICATIONS.

#### 1. WORK TO BE DONE:

The work to be done under this contract is the lighting by electric lamps the streets, avenues, alleys, squares, bridges and public places within the corporate limits of the City of Indianapolis, and furnishing electric current for incandescent light and for power in public buildings under the control of the Board of Public Works, Board of Public Safety, and Board of Public Health and Charities, and grounds around the same, and for a term of ten (10) years, beginning the 1st day of April, 1915.

The lighting shall include any and all of the streets, avenues, alleys, squares, bridges 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.

#### 2. LIGHTING TIME:

All lights for street lighting in all public or dedicated streets or alleys and public places shall be kept lighted every night and all night from one-half hour after sunset to one-half hour before sunrise in accordance with the accompanying schedule for lighting made a part of the contract. The Board of Public Works may order any lights in subways under railroads

to be kept lighted during such further hours of any day as they may determine.

### 3. NUMBER AND LOCATION OF LAMPS :

The minimum number of arc lamps to be of the kind specified to be in use at the beginning of said term of ten (10) years is two thousand (2,000) ; the minimum number of single incandescent lamps and in clusters to be in use shall be five hundred (500), the minimum amount of electric current to be used by the city shall be 80,000 kilowatt hours per year. The Company shall furnish such additional lamps over the specified number and have the same ready for operation at the beginning of the contract term, as the Board of Public Works may order. The contract will be based on the above number of arc and incandescent lamps and the minimum amount of current for incandescent lighting of public buildings.

### 4. MAP, SHOWING PRESENT LOCATION OF LIGHTS :

Accompanying the specifications and on file at the Board of Public Works is a map of the City of Indianapolis, giving the approximate location of over two thousand (2,000) arc lamps, and two hundred (200) incandescent lamps and the location of five hundred fifty (550) cluster lamps now used in the City of Indianapolis.

### 5. ADDITIONAL LAMPS :

Any street, avenue, alley, square, bridge 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 said Company shall be required within a period of six (6) months 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 (60) days after the same are ordered, a deduction shall be made of one (\$1.00) dollar per day for each lamp not so erected and operated, such deduction to be conditioned upon fires, strikes, riot, accident and other unavoidable delays and beyond the reasonable control of the Company.

### 6. LIGHTS TO BE DISCONTINUED :

The Board of Public Works shall have the right to discontinue at any time the use of any lamp or lamps furnished by the Company after thirty (30) days' written notice to the 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 two thousand (2,000) arc lights and five hundred (500) incandescent street lights.

### 7. OUTAGES :

To prevent and remedy outages, the Company shall establish and maintain an efficient system of patrol for inspecting all arc lamps in such streets and ways, and any lamp which fails to burn properly shall be promptly reported and put in order, or immediately replaced. For such inspection a sufficient number of men shall be employed to make an examination of each such lamp as often as reasonably required by the Board of Public Works, and the Company shall use all due effort to secure such inspection. Any broken globes or reflectors shall be replaced by sound ones as soon as possible after the same are broken, and while any globes or reflectors remain broken and not replaced, the lights shall be considered as out, and such outages shall be deducted from the price of such lights. The Police



Department will report daily to the Engineer all outages and the duration thereof so far as observed or known by the members of said Department, and said Engineer shall, in books of the City, to be kept in the office of the City Engineer, make and preserve a record of all light outages. If the current is ordered stopped in case of fire or other danger by any official of the City in the performance of his duty, no deduction for outages shall be made for the time stopped pursuant to such order, nor shall the deduction for outages exceed the amount which the City would pay to the Company for light service for lamps out at the time they should be burning based on the cost of lamp per hour for such outages caused by fire, strike, riot, accident or other delay beyond the reasonable control of the Company.

Deduction shall be made for failure to properly maintain and operate lamps and appurtenances of one (\$1.00) dollar per lamp per day for each and every defective arc lamp or appurtenances of lamp or lamps not operated, and the said deduction may be made from any money due, or which may become due said Company. Arrangements must be made by which the lighting shall be speedily resumed if any part of the system is disabled.

#### 8. CURRENT:

Proper current shall be furnished for all lamps and to maintain the lights according to the standard requirements. It is agreed that the City Civil Engineer or his representatives is authorized to make such reasonable examinations and tests to determine the electrical current supplied under this contract as he may deem necessary, and to that end he and any assistant authorized by him shall have access at all reasonable times to all buildings, manholes, conduits, subways, poles, lamps, wires, apparatus and machinery used by said Company for furnishing lights for the City and said Company shall furnish space at their stations for such recording meters as the City may provide. He may attach to any circuit in service for supplying the City with lights in any such streets, alleys or public places, at such point or points as he may select, one or more ammeters, voltmeters or other measuring instruments properly standardized, and maintain the same during his pleasure. In case any two tests by said Engineer or his representative in any one month may show a smaller amount of electrical energy in any circuit in service for supplying lights in any such streets, alleys or public places than is called for by this contract, such tests shall be deemed to be representative of the month for that circuit, and the City may deduct from the price of such lights for such month such proportional part thereof as the deficiency found by such tests shall bear to the required standard of electrical energy: Provided, That the Company shall be notified a sufficient time in advance of the time and place from which said Engineer is to start to make any examination or test of or in any such building, manhole, conduit or subway, so that a representative of said Company may accompany him and observe the making of such examination or test.

#### 9. LAMPS:

The City Engineer or his authorized representatives may at any time remove any lamps or electrodes to test the same, but before doing so shall notify the Company of such intention, and the Company shall immediately place other lamps or electrodes in their place. He may make any tests of the light-giving power of any lamps when burning in service. Said Engineer shall notify the Company of the place and time of any such tests, so that a representative of the Company may be present and observe the making of such a test. In case the light-giving power of any lamp shall be found to be less than called for herein, the City may deduct from the price of the lights furnished by means of such lamps such proportional part



thereof, as such deficiency in power thereof bears to the light-giving power thereof herein required. The provisions for deduction for failure to furnish or maintain proper current or lamps shall not imply any right on the part of the Company to continue to use such defective lamps or to operate lights under reduced power. The Company shall permit such Engineer to sample and test any or all lots of electrodes purchased by it.

#### ARC LAMPS

10. The arc lamps to be furnished and used under these specifications shall be series ten (10) ampere alternating current enclosed flame carbon lamps.

- (a) **GENERAL:** The lamps required under these specifications must be designed to operate satisfactorily on street lighting circuits, consisting of not more than one hundred (100) lamps connected in series. They must be neat in appearance, weatherproof, as near dust-proof as possible, and capable of long-continued operation without any other protection from the weather than that afforded by the construction of the lamp.
- (b) **TYPE OF LAMP:** The lamp must be of the differentially wound flame type with superimposed electrodes and focusing arc. It must be designed that it will maintain a practically clean globe throughout the life of one trim. The construction of the lamp must be such that said electrodes will burn with a minimum waste of material. The lamp must be provided with double globes and not require any external reflector.
- (c) **GENERAL CONSTRUCTION:** The mechanism of the lamp must be simple, strong, composed of a small number of parts and easy to repair. All parts exposed to the weather must be constructed of such material or so coated as to be effectively protected against corrosion. The outer shell or case must be constructed of heavy rolled copper. The casing shall be ventilated and shall be dust-proof and insect-proof. A condenser shall be provided consisting of air chamber so constructed that fumes of the arc are cooled and deposited on the inner surface so that the inner globe is kept clean.
- (d) **GLOBE HOLDERS:** The outer globe holder must be constructed of copper or phosphor bronze and must be provided with clamping devices for supporting the globe. The devices must be flexible or spring-supported so that no direct spring pressure will be brought to bear on the material of the globe, and hinged so as not to interfere with the trimming of the lamp.  
The inner globe holder must be made of good spring material, preferably phosphor bronze wire, and should consist of as few parts as possible.
- (e) **ELECTRODE HOLDERS:** The upper holder must be of an approved type, and capable of grasping the electrode firmly, allowing for a variation of four hundredths (.04) of an inch in the diameter of the electrode. The connection between the upper electrode holder and the fixed conducting part of the mechanism must be made with an approved flexible conductor.

The lower electrode holder must be made of such material that the heat of the arc will not injure it. It must hold the lower electrode firmly in position and must have a step, stirrup or

other device that will prevent the electrode being driven downward.

- (f) **MECHANISM:** The regulating mechanism of the lamp must be of the differential type with magnet coils wound upon properly insulated metal bobbins and consist of a minimum number of parts. The armatures and coils must be designed so as to prevent undue heating, and so as to prevent noise and excessive vibration. If a dash-pot is used it must be provided with an approved cylinder and a piston, both constructed of a non-corrosive metal, that will move freely throughout a range of temperature from 30 degrees below to 100 degrees above zero, Fahrenheit.

The lamp must be provided with an easy accessible automatic cut-out having self-cleaning contacts of silver or other metal equally as good for the purpose and be guaranteed to carry the full current without undue heating. The cut-out must be closed when the lamp is not in operation, and must short-circuit the electrodes when the voltage across the arc rises to 75 volts.

The resistance in series with the cut-out must be sufficient to cause the lamp to start readily when current is thrown on and must be supported on fire-proof material in such a manner that the wires can not become displaced.

The economizer and gas check plate must be made of fire-proof material, be readily removable and properly bushed to permit free movement of the upper electrode. Insulating bushings that are exposed to the weather must be made of porcelain and all other bushings must be made of non-combustible material. Wherever practicable, the electrical connections must be soldered; otherwise, they must be made with an approved clamp.

- (g) The Company must keep in stock in Indianapolis a supply of repair parts so as to be able to take care of any repairs without unnecessary delay.
- (h) **GLOBES:** The inner globe must be made of clear glass (of quality known as heat resisting) without coloring and free from imperfections. It must not be less than six (6) inches in diameter measured horizontally where the carbons meet. The lower end must be closed and the upper openings must be ground true and smooth to fit the seat.

The outer globe must be the kind known as "Alba" or Opalescent or its equivalent, with smooth inner and outer surfaces, to be approved by the City Civil Engineer. The light absorption must be a minimum and the globe must give true color values.

- (i) **OPERATIONS:** The lamp must be adjusted to operate at ten (10) amperes at a frequency of sixty (60) cycles per second. The watts consumed between the terminals of each lamp must not be less than 445 watts. The voltage variation across the arc must not exceed six (6) volts either way from the average, except at the time the lamp automatically cuts itself out of circuit or when unusual disturbances take place on the circuit.

The lamp must be so designed that it will start up at nine (9) amperes and operate satisfactorily between nine (9) and eleven (11) amperes, without injury to any part. When starting at the normal current of ten (10) amperes, the lamp must establish its arc quickly without chattering or pounding of the mechan-

ism and must reach the full voltage as soon as the arc has been established.

The hours of burning must be not less than one hundred twenty-five (125) hours per trim under continuous operation, and under normal operation on a ten (10) day schedule the average hours of burning must be not less than one hundred four (104) hours per trim.

The lamp must operate satisfactorily with electrodes giving white light or with electrodes giving yellow light, without change of adjustment.

- (j) The mean lower hemispherical candle power shall be at least 1400, using clear inner and outer globes.

### INCANDESCENT LAMPS

11. The incandescent lamps used singly or in clusters shall be the latest improved one hundred (100) watt series Tungsten lamps and sixty (60) watt series Tungsten lamps. If in certain localities or over or under bridges the Tungsten filament shall be found to be impracticable, the Board of Public Works may order carbon filament multiple instead of series but the current for such lamps when burning shall be sufficient to give such lights an equal power of the said one hundred (100) watt series Tungsten lamps.

Every lamp shall be removed when its candle power measured according to unit of light prescribed by the United States Bureau of Standards and known as the International Candle, has decreased to ninety (90%) per cent of its initial rated candle power. All lamps outside of the underground district and as hereafter described shall be supported on wooden poles by iron brackets of substantially the design shown on the accompanying drawings thereof, except that the Board of Public Works reserves the right to use other forms of brackets or suspension mounting if said Board so desires.

Incandescent lights on Meridian Street from North Street to Thirty-Eighth Street and from South Street to Raymond Street shall be three (3) lamp cluster of design shown on accompanying plan placing two three (3) light clusters at street intersections and one (1) three light cluster at entering street, and at least one single lamp in the middle of square or where located by the Board. Single or cluster lamps shall be supported upon ornamental iron poles of design shown on plan taken from the Electric Railway Equipment Company's (Cincinnati) catalogue, entitled "Ornamental Street Lamp Posts, Mast Arms and Brackets," or other posts of equal design and construction acceptable to the Board of Public Works. All such lamps on Meridian Street and in clusters shall have underground connection. All lamps in the section of Meridian Street from North Street to South Street shall be of similar construction with underground connection unless the Board may determine to use the present top light of the existing five (5) lamp clusters.

All incandescent street lamps outside of the underground district shall have radial wave reflectors of substantially the design shown in the accompanying drawing thereof. All cluster incandescent lamps as shown on plan shall have reflectors similar to that shown on plan and satisfactory to the Board. The accompanying drawings shall be kept on file in the office of the Board of Public Works.



## 12. UNDERGROUND WORK:

No poles shall be used and all wires, cables and appurtenances thereto, within the territory which for the purpose of this specification shall be designated the "Underground District" shall be placed underground, except posts or poles for suspension of lamps.

The "Underground District" is described as follows:

- (a) All territory bounded on the north by the center line of North Street; on the south by the center line of South Street; on the east by the center line of East Street; on the west by the center line of West Street.
- (b) Meridian Street from North Street to Thirty-Eighth Street and from South Street to Raymond Street.
- (c) Massachusetts Avenue from North Street to the east line of subway at Massachusetts Avenue and Tenth Street.
- (d) Kentucky Avenue from South Street to White River.
- (e) Virginia Avenue from South Street to Shelby Street.
- (f) Indiana Avenue from North Street to Fall Creek.
- (g) All branch lines to light subways under railroad tracks and to light bridges and public buildings.
- (h) Washington Street from East Street to Southeastern Avenue and from West Street to White River.

All underground wires, cables and appurtenances shall be constructed in approved conduits with a sufficient number of ducts, manholes and so forth, to meet all demands of the said Company, 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 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 (2) 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, corporations or persons, or the City sewers or connections therewith. It shall be understood that the City of Indianapolis shall not be precluded from prosecution 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. In the event of a 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.

## 13. HEIGHT OF LIGHTS:

The standard height of the new type of arc lamps herein provided for shall be from fourteen (14) feet to twenty-five (25) feet from the ground where the same respectively are located to the center of the arc as the Board of Public Works may determine, and the standard height of all incandescent lamps suspended on brackets shall be not less than twelve (12)



feet nor more than fourteen (14) feet above the ground where the same respectively are located. But in special cases to secure better lighting results any of the same may be installed or changed so as to be of such greater or less height as may be approved by the Board of Public Works and the City Engineer.

#### 14. LAMP SUPPORTS :

All lamps within the territory designated as the "Underground District" as herein described, shall be supported on suitable iron posts set in concrete; except as stated hereinafter, the lamps shall be carried directly on poles and suspended from suitable and approved design of brackets. Said Company shall submit designs with bid which may be adopted by the Board of Public Works. 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 brackets are used, they shall be carried along the brackets to the lamp.

All lamps shall be so suspended as to furnish the most efficient lighting, at the same time shall 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.

#### 15. POLE LINES AND APPURTENANCES :

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 as nearly as possible in perfect alignment and not farther apart than one hundred and thirty (130) feet, and approximately one-sixth (1-6) their length in the ground. Wherever 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, 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 Company 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, as 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, squares 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.

#### 16. USE OF OLD POLES :

In the event that the company 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 Company to use any such poles, wires, cables or appurtenances, in connection with the new contract, the same shall be overhauled, altered and repaired to the satisfaction of the Board of Public Works. All old poles, cross-arms, pins, etc., shall be painted in a manner herein provided for.

#### 17. MAP OF CIRCUITS :

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, the number of lamps and kind for 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 routes, shall be immediately reported to the City Civil Engineer.

No lamp, meter 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.

#### 18. JOINT USE OF POLES :

The Company, in order to avoid multiplicity of poles in the streets, so far as it is safe and practicable and not in conflict with any restrictions of the City Council or any act or order of the Public Service Commission of the State, shall, if directed by the Board of Public Works, permit joint use of all or any of its poles in any street, alley or public place by the City and other public utility corporations.

#### 19. ELECTROLYSIS :

Reasonable provision shall be made and maintained by said Company to protect the pipes, conduits and other property in the streets belonging to the City or any public utility by electrolysis caused by current or currents of electricity of said company.

#### 20. STREET SIGNS :

The Company shall at all intersections on each lamp or on post or pole in such manner that the same will be readily visible at night, furnish, affix and maintain in good condition during the life of the contract street signs, satisfactory to the Board of Public Works. The Company shall with the bid submit samples of the signs, and if not satisfactory to the Board of Public Works shall consent that the Board of Public Works shall select signs for the posts. Signs may be placed or painted on globes of incandescent cluster lights.

#### 21. LAMP GLOBES AT RAILROAD CROSSINGS :

All lights located at railroad crossings or near railroad crossings to illuminate the crossings shall have globes with a rim of red glass near the top. This band of red to be from one (1) inch to two (2) inches in width. Similar globes may be ordered at such street intersections where there are street railway tracks, as shall be designated by the Board of Public Works.

**22. CURRENT FOR INCANDESCENT LIGHTS IN BUILDINGS :**

Said Company shall agree to supply current for incandescent lights for the twenty-four (24) hours of each and every day during the term of the contract, to the public buildings.

The City will furnish and maintain all equipment from the point of connection by the Company, which shall be the property line of the property in which the electric current may be used, except the meter, which may be installed for the benefit of the Company.

If it becomes necessary for the Company to install transformers, frequency changers, rotary convertors, motor generators or other translating apparatus in order to supply such current as may be required by the City, such devices must be connected ahead of the meter which is intended to measure the rectified current, and said meter is only to record the electric current used by the City after having been transformed or rectified.

The Company must supply one meter for each installation except where more than one department occupies a building, then a meter must be connected to the wiring in each department, if the Board so requires.

**23. RESTORATION OF PAVEMENTS :**

All streets, avenues, alleys, squares 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 the city ordinances governing such work, as they now exist, or as they may hereafter be amended or passed.

**24. MAPS, PLANS AND SPECIFICATIONS :**

Whenever the Company shall desire to construct or erect for the purpose 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, detail plans and specifications of such proposed construction, including all underground and 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 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,, squares, alleys, bridges 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 described before being made.

**25. QUALITY OF MATERIAL AND WORKMANSHIP :**

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.

#### 26. BUILDINGS, ETC.:

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.

#### APRIL, 1915.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	6:09	6:39	4:59	5:29
2	6:10	6:40	4:57	5:27
3	6:11	6:41	4:55	5:25
4	6:12	6:42	4:54	5:24
5	6:13	6:43	4:52	5:22
6	6:14	6:44	4:51	5:21
7	6:15	6:45	4:49	5:19
8	6:16	6:46	4:48	5:18
9	6:17	6:47	4:46	5:16
10	6:18	6:48	4:45	5:15
11	6:19	6:49	4:43	5:13
12	6:20	6:50	4:41	5:11
13	6:21	6:51	4:40	5:10
14	6:22	6:52	4:38	5:08
15	6:23	6:53	4:37	5:07
16	6:24	6:54	4:35	5:05
17	6:25	6:55	4:34	5:04
18	6:26	6:56	4:33	5:03
19	6:27	6:57	4:31	5:01
20	6:28	6:58	4:30	5:00
21	6:29	6:59	4:28	4:58
22	6:30	7:00	4:27	4:57
23	6:31	7:01	4:25	4:55
24	6:32	7:02	4:24	4:54
25	6:33	7:03	4:23	4:53
26	6:34	7:04	4:21	4:51
27	6:35	7:05	4:20	4:50
28	6:36	7:06	4:19	4:49
29	6:37	7:07	4:17	4:47
30	6:38	7:08	4:16	4:46



## MAY, 1915.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	6:39	7:09	4:15	4:45
2	6:40	7:10	4:14	4:44
3	6:41	7:11	4:12	4:42
4	6:42	7:12	4:11	4:41
5	6:43	7:13	4:10	4:40
6	6:44	7:14	4:09	4:39
7	6:45	7:15	4:08	4:38
8	6:46	7:16	4:07	4:37
9	6:47	7:17	4:05	4:35
10	6:48	7:18	4:04	4:34
11	6:49	7:19	4:03	4:33
12	6:50	7:20	4:02	4:32
13	6:51	7:21	4:01	4:31
14	6:52	7:22	4:00	4:30
15	6:53	7:23	3:59	4:29
16	6:54	7:24	3:59	4:29
17	6:55	7:25	3:58	4:38
18	6:56	7:26	3:57	4:27
19	6:57	7:27	3:56	4:26
20	6:58	7:28	3:55	4:25
21	6:59	7:29	3:54	4:24
22	6:59	7:29	3:54	4:24
23	7:00	7:30	3:53	4:23
24	7:01	7:31	3:52	4:22
25	7:02	7:32	3:52	4:22
26	7:03	7:33	3:51	4:21
27	7:03	7:33	3:50	4:20
28	7:04	7:34	3:50	4:20
29	7:05	7:35	3:49	4:19
30	7:06	7:36	3:49	4:19
31	7:07	7:37	3:48	4:18

## JUNE, 1915.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	7:08	7:38	3:48	4:18
2	7:08	7:38	3:47	4:17
3	7:09	7:39	3:47	4:17
4	7:09	7:39	3:47	4:17
5	7:10	7:40	3:47	4:17
6	7:11	7:41	3:46	4:16
7	7:11	7:41	3:46	4:16
8	7:12	7:42	3:46	4:16
9	7:12	7:42	3:46	4:16
10	7:13	7:43	3:45	4:15
11	7:13	7:43	3:45	4:15
12	7:14	7:44	3:45	4:15
13	7:14	7:44	3:45	4:15
14	7:15	7:45	3:45	4:15
15	7:15	7:45	3:45	4:15
16	7:16	7:46	3:45	4:15
17	7:16	7:46	3:45	4:15
18	7:16	7:46	3:46	4:16
19	7:17	7:47	3:46	4:16
20	7:17	7:47	3:46	4:16
21	7:17	7:47	3:46	4:16
22	7:17	7:47	3:46	4:16
23	7:17	7:47	3:47	4:17
24	7:18	7:48	3:47	4:17
25	7:18	7:48	3:47	4:17
26	7:18	7:48	3:47	4:17
27	7:18	7:48	3:48	4:18
28	7:18	7:48	3:48	4:18
29	7:18	7:48	3:49	4:19
30	7:18	7:48	3:49	4:19

## JULY, 1915.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	7:18	7:48	3:50	4:20
2	7:17	7:47	3:50	4:20
3	7:17	7:47	3:51	4:21
4	7:17	7:47	3:51	4:21
5	7:17	7:47	3:52	4:22
6	7:17	7:47	3:52	4:22
7	7:16	7:46	3:53	4:23
8	7:16	7:46	3:53	4:23
9	7:16	7:46	3:54	4:24
10	7:15	7:45	3:55	4:25
11	7:15	7:45	3:55	4:25
12	7:15	7:45	3:56	4:26
13	7:14	7:44	3:57	4:27
14	7:13	7:43	3:58	4:28
15	7:13	7:43	3:59	4:29
16	7:12	7:42	3:59	4:29
17	7:12	7:42	4:00	4:30
18	7:11	7:41	4:01	4:31
19	7:10	7:40	4:02	4:32
20	7:10	7:40	4:03	4:33
21	7:09	7:39	4:03	4:33
22	7:08	7:38	4:04	4:34
23	7:07	7:37	4:05	4:35
24	7:07	7:37	4:06	4:36
25	7:06	7:36	4:07	4:37
26	7:05	7:35	4:08	4:38
27	7:04	7:34	4:09	4:39
28	7:03	7:33	4:09	4:39
29	7:02	7:32	4:10	4:40
30	7:01	7:31	4:11	4:41
31	7:00	7:30	4:12	4:42

## AUGUST, 1915.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	6:59	7:29	4:13	4:43
2	6:58	7:28	4:14	4:44
3	6:57	7:27	4:15	4:45
4	6:56	7:26	4:16	4:46
5	6:55	7:25	4:17	4:47
6	6:53	7:23	4:18	4:48
7	6:52	7:22	4:19	4:49
8	6:51	7:21	4:20	4:50
9	6:50	7:20	4:21	4:51
10	6:49	7:19	4:22	4:52
11	6:47	7:17	4:23	4:53
12	6:46	7:16	4:24	4:54
13	6:45	7:15	4:25	4:55
14	6:44	7:14	4:25	4:55
15	6:42	7:12	4:26	4:56
16	6:41	7:11	4:27	4:57
17	6:39	7:09	4:28	4:58
18	6:38	7:08	4:29	4:59
19	6:37	7:07	4:30	5:00
20	6:35	7:05	4:31	5:01
21	6:34	7:04	4:32	5:02
22	6:32	7:02	4:33	5:03
23	6:31	7:01	4:34	5:04
24	6:29	6:59	4:35	5:05
25	6:28	6:58	4:36	5:06
26	6:26	6:56	4:37	5:07
27	6:25	6:55	4:38	5:08
28	6:23	6:53	4:39	5:09
29	6:22	6:52	4:39	5:09
30	6:20	6:50	4:41	5:11
31	6:19	6:49	4:42	5:12



## SEPTEMBER, 1915.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	6:17	6:47	4:43	5:13
2	6:15	6:45	4:44	5:14
3	6:14	6:44	4:45	5:15
4	6:12	6:42	4:45	5:15
5	6:11	6:41	4:46	5:16
6	6:09	6:39	4:47	5:17
7	6:07	6:37	4:49	5:19
8	6:06	6:36	4:49	5:19
9	6:04	6:34	4:50	5:20
10	6:02	6:32	4:51	5:21
11	6:01	6:31	4:52	5:22
12	5:59	6:29	4:53	5:23
13	5:57	6:27	4:54	5:24
14	5:56	6:26	4:55	5:25
15	5:55	6:25	4:56	5:26
16	5:53	6:23	4:57	5:27
17	5:51	6:21	4:58	5:28
18	5:49	6:19	4:59	5:29
19	5:47	6:17	5:00	5:30
20	5:46	6:16	5:01	5:31
21	5:44	6:14	5:02	5:32
22	5:43	6:13	5:03	5:33
23	5:41	6:11	5:03	5:33
24	5:40	6:10	5:04	5:34
25	5:38	6:08	5:05	5:35
26	5:36	6:06	5:06	5:36
27	5:35	6:05	5:07	5:37
28	5:33	6:03	5:08	5:38
29	5:31	6:01	5:09	5:39
30	5:30	6:00	5:10	5:40

## OCTOBER, 1915.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	5:28	5:58	5:11	5:41
2	5:26	5:56	5:12	5:42
3	5:25	5:55	5:13	5:43
4	5:23	5:53	5:14	5:44
5	5:21	5:51	5:15	5:45
6	5:20	5:50	5:16	5:46
7	5:19	5:49	5:17	5:47
8	5:17	5:47	5:18	5:48
9	5:15	5:45	5:19	5:49
10	5:14	5:44	5:20	5:50
11	5:12	5:42	5:21	5:51
12	5:10	5:40	5:23	5:53
13	5:09	5:39	5:24	5:54
14	5:07	5:37	5:25	5:55
15	5:06	5:36	5:26	5:56
16	5:04	5:34	5:27	5:57
17	5:03	5:33	5:28	5:58
18	5:01	5:31	5:29	5:59
19	5:00	5:30	5:30	6:00
20	4:59	5:29	5:31	6:01
21	4:57	5:27	5:32	6:02
22	4:56	5:26	5:33	6:03
23	4:55	5:25	5:34	6:04
24	4:53	5:23	5:35	6:05
25	4:52	5:22	5:37	6:07
26	4:51	5:21	5:38	6:08
27	4:49	5:19	5:39	6:09
28	4:48	5:18	5:40	6:10
29	4:47	5:17	5:41	6:11
30	4:45	5:15	5:42	6:12
31	4:44	5:14	5:43	6:13

## NOVEMBER, 1915.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	4:43	5:13	5:44	6:14
2	4:42	5:12	5:45	6:15
3	4:41	5:11	5:47	6:17
4	4:39	5:09	5:48	6:18
5	4:38	5:08	5:49	6:19
6	4:37	5:07	5:50	6:20
7	4:37	5:07	5:51	6:21
8	4:35	5:05	5:52	6:22
9	4:34	5:04	5:54	6:24
10	4:33	5:03	5:55	6:25
11	4:32	5:02	5:56	6:26
12	4:32	5:02	5:57	6:27
13	4:31	5:01	5:58	6:28
14	4:30	5:00	5:59	6:29
15	4:29	4:59	6:00	6:30
16	4:28	4:58	6:02	6:32
17	4:27	4:57	6:03	6:33
18	4:27	4:57	6:04	6:34
19	4:26	4:56	6:05	6:35
20	4:25	4:55	6:06	6:36
21	4:25	4:55	6:07	6:37
22	4:24	4:54	6:08	6:38
23	4:24	4:54	6:09	6:39
24	4:23	4:53	6:11	6:41
25	4:23	4:53	6:12	6:42
26	4:22	4:52	6:13	6:43
27	4:22	4:52	6:14	6:44
28	4:21	4:51	6:15	6:45
29	4:21	4:51	6:16	6:46
30	4:21	4:51	6:17	6:47

## DECEMBER, 1915.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	4:20	4:50	6:18	6:48
2	4:20	4:50	6:19	6:49
3	4:20	4:50	6:20	6:50
4	4:20	4:50	6:21	6:51
5	4:20	4:50	6:22	6:52
6	4:20	4:50	6:23	6:53
7	4:20	4:50	6:24	6:54
8	4:20	4:50	6:25	6:55
9	4:20	4:50	6:25	6:55
10	4:20	4:50	6:26	6:56
11	4:20	4:50	6:27	6:57
12	4:20	4:50	6:28	6:58
13	4:20	4:50	6:29	6:59
14	4:20	4:50	6:29	6:59
15	4:21	4:51	6:30	7:00
16	4:21	4:51	6:31	7:01
17	4:21	4:51	6:32	7:02
18	4:22	4:52	6:32	7:02
19	4:22	4:52	6:33	7:03
20	4:22	4:52	6:33	7:03
21	4:23	4:53	6:34	7:04
22	4:23	4:53	6:34	7:04
23	4:24	4:54	6:35	7:05
24	4:25	4:55	6:35	7:05
25	4:25	4:55	6:36	7:06
26	4:26	4:56	6:36	7:06
27	4:26	4:56	6:36	7:06
28	4:27	4:57	6:37	7:07
29	4:28	4:58	6:37	7:07
30	4:29	4:59	6:37	7:07
31	4:29	4:59	6:37	7:07



## JANUARY, 1916.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	4:31	5:01	6:37	7:07
2	4:31	5:01	6:37	7:07
3	4:32	5:02	6:37	7:07
4	4:33	5:03	6:37	7:07
5	4:34	5:04	6:37	7:07
6	4:35	5:05	6:37	7:07
7	4:36	5:06	6:37	7:07
8	4:37	5:07	6:37	7:07
9	4:38	5:08	6:37	7:07
10	4:39	5:09	6:37	7:07
11	4:40	5:10	6:37	7:07
12	4:41	5:11	6:36	7:06
13	4:42	5:12	6:36	7:06
14	4:43	5:13	6:35	7:05
15	4:44	5:14	6:35	7:05
16	4:45	5:15	6:35	7:05
17	4:46	5:16	6:34	7:04
18	4:48	5:18	6:34	7:04
19	4:49	5:19	6:33	7:03
20	4:50	5:20	6:33	7:03
21	4:51	5:21	6:32	7:02
22	4:52	5:22	6:32	7:02
23	4:53	5:23	6:31	7:01
24	4:55	5:25	6:30	7:00
25	4:56	5:26	6:30	7:00
26	4:57	5:27	6:29	6:59
27	4:58	5:28	6:28	6:58
28	4:59	5:29	6:27	6:57
29	5:00	5:30	6:26	6:56
30	5:02	5:32	6:25	6:55
31	5:03	5:33	6:25	6:55

## FEBRUARY, 1916.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	5:04	5:34	6:24	6:54
2	5:05	5:35	6:23	6:53
3	5:07	5:37	6:21	6:51
4	5:08	5:38	6:21	6:51
5	5:09	5:39	6:20	6:50
6	5:10	5:40	6:19	6:49
7	5:11	5:41	6:18	6:48
8	5:12	5:42	6:16	6:46
9	5:14	5:44	6:15	6:45
10	5:15	5:45	6:14	6:44
11	5:16	5:46	6:13	6:43
12	5:17	5:47	6:12	6:42
13	5:18	5:48	6:11	6:41
14	5:19	5:49	6:09	6:39
15	5:21	5:51	6:08	6:38
16	5:22	5:52	6:07	6:37
17	5:23	5:53	6:05	6:35
18	5:24	5:54	6:04	6:34
19	5:25	5:55	6:03	6:33
20	5:27	5:57	6:01	6:31
21	5:28	5:58	6:00	6:30
22	5:29	5:59	5:58	6:28
23	5:30	6:00	5:57	6:27
24	5:31	6:01	5:55	6:25
25	5:32	6:02	5:54	6:24
26	5:33	6:03	5:53	6:23
27	5:34	6:04	5:52	6:22
28	5:35	6:05	5:50	6:20
29	5:37	6:07	5:48	6:18

## MARCH, 1916.

<i>Day of Month</i>	<i>Sun Sets at</i>	<i>One-half Hour After Sunset</i>	<i>One-half Hour Before Sunrise</i>	<i>Sun Rises at</i>
1	5:37	6:07	5:48	6:18
2	5:38	6:08	5:47	6:17
3	5:39	6:09	5:45	6:15
4	5:40	6:10	5:44	6:14
5	5:41	6:11	5:42	6:12
6	5:42	6:12	5:41	6:11
7	5:43	6:13	5:39	6:09
8	5:44	6:14	5:37	6:07
9	5:45	6:15	5:36	6:06
10	5:46	6:16	5:24	6:04
11	5:47	6:17	5:33	6:03
12	5:49	6:19	5:31	6:01
13	5:50	6:20	5:29	5:59
14	5:51	6:21	5:28	5:58
15	5:51	6:21	5:27	5:57
16	5:53	6:23	5:25	5:55
17	5:54	6:24	5:23	5:53
18	5:55	6:25	5:21	5:51
19	5:56	6:26	5:20	5:50
20	5:57	6:27	5:18	5:48
21	5:58	6:28	5:17	5:47
22	5:59	6:29	5:15	5:45
23	5:59	6:29	5:14	5:44
24	6:01	6:31	5:12	5:42
25	6:02	6:32	5:10	5:40
26	6:03	6:33	5:09	5:39
27	6:04	6:34	5:07	5:37
28	6:05	6:35	5:05	5:35
29	6:06	6:36	5:04	5:34
30	6:07	6:37	5:02	5:32
31	6:08	6:38	5:01	5:31

Therefore, be it ordained by the Common Council of the City of Indianapolis, Indiana:

SECTION 1. That the said foregoing contract and agreement, made and entered into by and between the Merchants Heat and Light Company and the City of Indianapolis, on the 25th day of April, 1914, be and the same is hereby in all things ratified, confirmed and approved.

SECTION 2. Whereas, as emergency exists, in order that said company may prepare for the performance of its foregoing contract, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

Which was read a first time and referred to the Committee on Public Works.

## ORDINANCES ON SECOND READING.

Mr. Barry called for General Ordinance No. 11, 1914, for second reading. It was read a second time.

Mr. Barry moved that General Ordinance No. 11, 1914, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 11, 1914, was read a third time and failed to pass by the following vote:

Aye, 1, viz.: Mr. Miller.

Noes, 7, viz.: Messrs. Barry, Young, McGuff, Lee, Graham, Shea and President Pro Tem. Aubrey D. Porter.

Mr. Lee called for General Ordinance No. 21, 1914, for second reading. It was read a second time.

Mr. Lee called for the reading of the Committee amendment. It was read.

Mr. Barry moved that General Ordinance No. 21, 1914, be ordered engrossed, as amended by the Committee, read a third time and placed upon its passage. Carried.

Mr. McGuff raised the point of order that the ordinance was being passed without the amendment. The President decided that the point was not well taken and called for a vote on General Ordinance No. 21, 1914.



General Ordinance No. 21, 1914, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Barry, Young, Miller, McGuff, Lee, Graham, Shea and President Pro Tem. Aubrey D. Porter.

Mr. Young called for General Ordinance No. 26, 1914, for second reading. It was read a second time.

Mr. Young moved that General Ordinance No. 26, 1914, be amended as recommended by the Committee. Carried.

Mr. Young moved that General Ordinance No. 26, 1914, be ordered engrossed, as amended, read a third time and placed upon its passage. Carried.

General Ordinance No. 26, 1914, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. Barry, Young, Miller, McGuff, Lee, Graham, Shea and President Pro Tem. Aubrey D. Porter.

Mr. McGuff moved to reconsider the action taken on General Ordinance No. 21, 1914. Mr. McGuff's motion was seconded by Mr. Graham.

Mr. Young took the chair.

Mr. Shea moved to adjourn. There was no second.

Mr. Shea raised the point of order that the ordinance was passed.

Acting President Pro Tem. Young decided that Mr. Shea was not in order.

President Pro Tem. Porter took the chair.

Mr. McGuff withdrew his motion to reconsider the action taken on General Ordinance No. 21, 1914.

On motion of Mr. Young the Common Council, at 9:10 o'clock P. M., adjourned.

.....  
*President Pro Tem.*

ATTEST:

*Thomas A. Riley*  
.....  
City Clerk.

