

Council Chamber Alliance O. Feb 23rd 1893

Council met in adjourned session
Vice President Bush presiding and the following
members present. Brinker Buck Combs Conbough
Devine Gabble Jenkins Kayler Love. about
Easley and Wilson.

The special committee to whom had been
referred the manner of holding the special election
to vote on the sewer bonds reported through the solicitor
that the manner in which said election should
be held was entirely in the hands of the council
and not under control of the County Election board
but would recommend that the same be held
in the different wards at the usual voting places.

Brinker moved that the clerk be
authorized and instructed to procure the necessary
tally sheets and tickets for said election seconded
by Kayler and carried yeas 10 nays 0.

A resolution to contract with
The Mutual Electric Light Company for lighting
the streets of the city the same being in accordance
with the bid of said Company which was accepted
by Council on Feb 13. 1893. was read and Brinker
moved the same be amended by striking the word
sixty in designating the number of lights contracted
for and substituting the words fifty seven.
Seconded by Devine and carried.

Jenkins moved that the resolution
be so amended as to read for a period of
seven years commencing with the first day of
April 1893 and ending with the 31st day of March
A D 1900. seconded by Brinker and carried

The Resolution as amended was then
read as follows: Resolved by the Council of the
city of Alliance Ohio that the bid of The Mutual
Electric Light Company for lighting the streets
alley and public buildings and other property
of said city for the period of seven years
commencing with the first day of April 1893
and ending with the 31st day of March
A D 1900 be and the same is hereby
accepted. and that a contract be entered

report of
solicitor on
Special Election

Clerk to
procure tickets
Ball Books

Contract
with The
Mutual
Electric
Light Co

into by the Corporation with the said Mutual Electric Light Company with W^m Stallcup, Elisha Teters, and W. W. Bantline as its Sureties in the penal sum of ten Thousand dollars for the performance of the same, and the Mayor and Clerk are hereby authorized and directed to sign and execute such Contract on behalf of the Corporation the said Contract being in words and figures as follows:

This agreement made and entered into this 23 day of Feb. A. D. 1893 by and between the city of Alliance Ohio party of the first part and the Mutual Electric Light Company of Alliance Ohio party of the second part Witnesseth: That in consideration of the payments and agreements hereinafter mentioned, specified and agreed to be made by said first party said second party hereby covenants and agrees to furnish and keep in operation for a period of Seven years commencing with the first day of April 1893 and ending with the thirty first day of March A. D. 1900. as many Electric arc Lights of Twelve Hundred (1200) Candle power as the Council of said first party shall from time to time determine for the purpose of Lighting the streets alleys public buildings and other property of said city provided that at no time shall the said Council require fewer than fifty seven (57) of said Lights said second party agrees to place said arc Lights at the points in said city designated by the Council thereof provided that when the second party has once placed any of said lights at the point or points authorized by by said Council there shall be no change of location of the same except at the cost of the said first party unless additional lights shall be ordered by by said Council which in their judgment necessitates a rearrangement of the location of

" of said lights which at that time have been placed. In that event said Council shall have the power to designate the place or places to which any or all the lights then in use or to be used shall be moved or placed as the case may be by the second party at its cost

" That said lights shall be put up by the second party in such manner as the said first party shall direct. That said ^{second} party shall furnish 6 of said lights to said city for the purposes above set forth every night from dusk until daylight and shall furnish not fewer fifty one (51) of said lights every night from dusk to midnight during the six months of each ~~year~~ year of said period beginning with October first and ending with March thirty first and that during the remaining six months of each year of said period said second party shall furnish the number of lights last above mentioned from dusk to midnight twenty (20) nights of each month which nights are to be designated by the Council of said ~~second~~ first party

" That it is understood and agreed that said first party may at any time increase or decrease the time for which any or all of said lights shall be furnished to said city provided that first party shall not decrease the time for which lights shall be furnished as above set forth except as to the excess over fifty seven (57)

" In consideration of the above covenants and agreements of the second party the party of the first part agrees to pay said second party monthly installments for the lights aforesaid at the following rates to wit:

" For every light furnished from dusk to daylight per month \$8⁰⁰

" For every light furnished from dusk to midnight per month \$5⁰⁰

" For every light furnished from dusk to midnight 20 days in any month per month \$4⁰⁰

" A proportionate rate shall be paid for any light that shall be furnished

for a longer or shorter time than is above
~~provided~~ provided by order of said Council

In witness whereof the said first
 party has caused its name and corporate
 seal to be affixed by the Mayor and Clerk
 thereunto duly authorized and the other party
 has caused ~~to~~ its corporate name to
 be affixed by its President and secretary
 the day and year above mentioned.

Bond of The bond of said Mutual Electric Light
 Electric Light Company as provided for in the above resolution
 Co was also read as follows:

Know all men by these presents
 That the Mutual Electric Light Company
 of Alliance Ohio and Wm W. Stallcup
 Elisha Teters and W. W. Cantine its
 Sureties are held and firmly bound unto
 the city of Alliance Ohio in the sum of
 \$10 000⁰⁰ for which payment well and truly
 to be made we hereby jointly and severally
 bind ourselves our heirs executors
 administrators successors or assigns
 firmly by these presents witness our hands
 this 23rd day of February A.D. 1893.

The Condition of the above obligation is
 such that Whereas The Mutual Electric Light
 Company has this day entered into a
 Contract with the said City of Alliance for
 the Lighting of said City with Electric
 lights now therefor if the said Mutual
 Electric Light Company shall honestly
 and faithfully according to law discharge
 and perform all and singular the covenants
 and stipulations of said Contract as by
 the terms thereof it hath obligated itself
 to do then the above obligation shall be
 void otherwise to remain in full force
 and effect

Brinker moved the resolution as amended and read, be adopted seconded by Gabele. The yeas and nays were called resulting yeas Brinker Bush Cowan Devine Gabele Jantius Kayler Stays Buck Crubough. Love. Yeas 9 nays 3 and the resolution was declared adopted.

Report of
Sewer
Committee

The Sewer Committee to whom was referred the question of reporting a plan of Sewerage, reported that they had given the same their attention and had secured the assistance of Mr L. C. Chapin, a practical Sanitary Engineer to whom had been furnished the elevations &c. and that he had made them a report which they asked to submit as the report of Committee.

Mr Chapin then read the report which embraced the plan and location of the main sewers, also ~~plans~~ recommendations in regard to lateral sewers. Love moved the adoption of the report seconded by Buck. The yeas and nays were called resulting yeas Brinker Buck Bush Cowan Devine Gabele Jantius Kayler Love Stays Crubough. Yeas 9 nays 1 and the report was declared adopted.

On Motion of Devine seconded by Brinker the Engineer was instructed to furnish elevations and profiles of property in the north eastern part of the city for sewer purposes.

And on Motion of Brinker seconded by Kayler the Sewer Committee was instructed to have the report of the Committee printed and ~~all~~ ^{any} other information at their command which would be of general information to the public. On motion Council adjourned.

Thomas Casselmann
Clerk