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THE CITY RECORD.

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JOHN PURROY MITCHEL, MAYOR.
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PUBLIC SERVICE COMMISSION—FIRST DISTRICT.

No. 154 NASSAU STREET, NEW YORK CITY.
Calendar for the Week Commencing August 16, 1915.

Wednesday, August 18, 1915—11.30 a. m.—Room 310—Case No. 1965—Ocean Electric Railway Company—"Condition of roadbed, tracks and other property"—Commissioner Wood. 12.15 p. m.—Room 305—Adjourned meeting of the Commission. 12.15 p. m.—Room 305—Queensboro Rapid Transit Railroad—"Opening of bids for the supply of special work (frogs and switches, Order No. 3)"—Whole Commission. 12.15 p. m.—Room 305—Seventh Avenue-Lexington Avenue and White Plains Road rapid transit railroads—"Opening of bids for station finish"—Whole Commission. 12.15 p. m.—Room 305—Rapid transit railroads—"Opening of bids for the supply of ties and timber"—Whole Commission. 12.15 p. m.—Room 305—Rapid transit railroads—"Opening of bids for the supply of track materials"—Whole Commission. 12.15 p. m.—Room 305—Rapid transit railroads—"Opening of bids for the supply of special work (frogs and switches, Order No. 4)"—Whole Commission.

Borough of Queens.

Report for Week Ended July 17, 1915.

Public Moneys Received—For restoring pavement over street openings, $4,338.07; for vault permits, $26.37; for other purposes, $15; for sewer connections, $400; total, $4,779.44.

Requisitions Drawn on Comptroller—General administration, $36.95; Bureau of Highways, $25,919.31; Bureau of Sewers, $12,883.83; Bureau of Street Cleaning, $9,613.49; Bureau of Public Buildings and Offices, $546.50; Bureau of Topographical Surveys, $802.79; Bureau of Building Construction, $58.80; total, $49,861.67.

Permits Issued—To open streets to tap water pipes, 41; to open streets to repair water connections, 9; to open streets to make sewer connections, 57; to open streets to repair sewer connections, 5; to place building material on streets, 10; to construct street vaults, 2; special permits, 10; to cross sidewalks, 14; to repair sidewalks, 15; for sewer connections, 57; for sewer repairs, 8; for other purposes, 1; total, 229.

Work Done.

Bureau of Highways.

Macadamized Streets—Square yards of macadam pavement repaired, 8,387; square yards of dirt wings honed and cleaned, 34,418; linear feet of gutters cleaned, 16,932; square yards of roadway sprinkled, 24,650; square yards of roadway oiled, 130,650.

Paved Streets—Square yards of granite pavement repaired, 385; square yards of asphalt pavement repaired, 15; square yards of wood block pavement repaired, 260; square yards of brick pavement repaired, 240; linear feet of gutters cleaned, 2,885.

Unimproved Streets—Square yards of roadway graded, 12,650; square yards of sidewalks graded, 1,108; linear feet of gutters formed and cleaned, 12,118; square yards of roadway oiled, 122,000.

Bridges and Culverts—Linear feet of bridges repaired, 30; linear feet of culvert pipe laid, 65.

Trees and Weeds—Square yards of weeds cut down and removed, 270.

Topographical Bureau.

By Office Force—Rule Maps: 17th St. Draft Damage Maps: Ferriss Street, Columbia Avenue, Burrough Avenue, 17th Street. Final Damage Maps: Marston Avenue, Dunsing Street, Matthew Place, VanPelt Street, Clermont and Marabel Avenues, Proctor Street, Cox Place, McComb Place, Atlantic Avenue, Pierce Avenue, Queens Boulevard. Benefit Maps: Ulster, Westchester, 117th and Dearborn Avenues, Marston Avenue; Dunsing Street, Matthew Place, VanPelt Street, Clermont and Marabel Avenues, Cox Place, Proctor Street, McComb Place, Kew Gardens Road, Mazeau Street, Lambertville, Pierce and Ziegler Avenues, Campion Street and Sutphin Road. Plotting miscellaneous data and test pits on Record Maps; copying Water Department information and plotting same on Record Maps; checking and comparing company data with Record Maps; compiling data for assigning location; looking up data for public service corporations; making corrections on Record Maps; examining, indexing and filing field notes, miscellaneous information, application prints and permit notices; copying old records, County Clerk's Office, Queens; calculating and plotting field work.

By Field Force — Monumenting: Jamaica, Hollis, Whitestone, Bayside, Union Course, Middle Village, Rockaway Park, Belle Harbor, Far Rockaway. Traverse and Location: Middle Village, Rockaway Park, Belle Harbor, Bayside, Woodhaven, Elmhurst, Long Island City. Damage: Glendale. Levelling: Woodhaven, Elmhurst. Location survey in the territory covered by record maps Nos. 130, 131, 132, 133, 160, 161, 162 and 163, Section 1; location of various substructures uncovered throughout the First, Second, Third and Fourth Wards.

Bureau of Sewers.

Lineal feet of sewer cleaned, 71,155; number of basins cleaned, 127; number of basins repaired, 4; lineal feet of sewer repaired, 185; number of manholes repaired, 1; number of manholes cleaned, 405; open drains cleaned, 6,700 feet; material used, cement, 11 bags; brick, 525; pipe, 46 feet, basin hoods, 4; manhole covers, 3; loads removed from sewers, 90; loads removed from basins and drains, 249.

Bureau of Street Cleaning.

Street Sweepings, Garbage, etc., Collected and Disposed of — Cubic yards, mixed materials, 7,243.05; cubic yards, ashes, 445.47; cubic yards, sweepings, 452.10; cubic yards, rubbish, 3,464.64; cubic yards garbage, 1,414.37; miles of street swept, 99; miles of private streets swept, 7; miles of gutters cleaned, 30.

Bureau of Public Buildings and Offices.

Painting, carpenter work, plumbing, repairs to tin roofs, leaders, etc., cleaning and electrical work.

Laboring Force Employed.

Bureau of Highways—Foremen, assistant foremen, mechanics and laborers, 490; teams, 62; horses and carts, 77; steam rollers, 10.

Bureau of Sewers—Foremen, assistant foremen, drivers, sounders, mechanics and laborers, 141; horses and carts, 23.

Bureau of Street Cleaning—Superintendent, district superintendent, foremen, assistant foremen, mechanics, helpers, drivers, laborers and clerks, 317; teams and trucks, 62; horses and carts, 129; horses and sprinklers, 6; team and sweepers, 6.

Bureau of Public Buildings and Offices—Superintendent, clerks, foremen, engineer, firemen, stokers, carpenters, plumbers, pipe fitters, tinsmith, helpers, painters, laborers, cleaners, janitors, mason, helpers and attendant, 95.

Bureau of Topographical Surveys—Engineer in charge, assistant engineer, laborers, sounders, rodmen, drivers, foremen, assistant foremen, draughtsmen, transitmen, computers, riggers, axemen and flaggers, 157; horses and wagons, 1.

JAMES A. DAYTON, Acting President.

Report for week ended July 24, 1915.

Public Moneys Received—For restoring pavement over street openings, $872.41; for vault permits, $125.50; for other purposes, $25; for sewer connections, $265; total, $1,287.91.

Requisitions Drawn on Comptroller—General Administration, $4,116.72; Bureau of Highways, $33,802.28; Bureau of Sewers, $55,050.83; Bureau of Street Cleaning, $11,707.24; Bureau of Public Buildings and Offices, $3,506.87; Bureau of Topographical Surveys, $8,407.80; Bureau of Building Construction, $3,398.59; total, $119,990.43.

Permits Issued—To open streets to tap water pipes, 41; to open streets to repair water connections, 10; to open streets to make sewer connections, 39; to open streets to repair sewer connections, 3; to place building material on streets, 12; to construct street vaults, 7; special permits, 14; to cross sidewalks, 10; to repair sidewalks, 16; for sewer connections, 37; for sewer repairs, 4; for other purposes, 1; total, 194.

Work Done.

Bureau of Highways.

Macadamized Streets—Square yards of macadam pavement repaired, 35,387; square yards of macadam pavement cleaned, 36,540; square yards of dirt wings honed and cleaned, 42,833; linear feet of curb reset, 325; square yards of pavement sprinkled, 23,055; square yards of pavement oiled, 164,420; linear feet of headers set, 25,691.

Bitulithic Asphalt Streets — Square yards of roadway built, 3,800.

Paved Streets—Square yards of granite pavement repaired, 615; square yards of asphalt pavement repaired, 8; square yards of brick pavement repaired, 40; linear feet of gutters constructed, 2,908.

Unimproved Streets—Square yards of roadway graded, 4,815; square yards of sidewalks graded, 7; linear feet of gutters formed and cleaned, 27,283; square yards of roadway oiled, 96,400.

Culverts—Linear feet of pipe laid, 24; linear feet of culverts cleaned, 20.

Bulkheads—Linear feet of brick bulkheads built, 46.

Guard Rails—Linear feet of railing erected, 204.

Trees and Weeds—Square yards of weeds cut down and removed, 3,280.

Topographical Bureau.

By Office Force—Plotting and checking on record map No. 33; compiling City Department data and company information; looking up information and assigning subsurface locations; approving applications for permits; examining, indexing and filing field notes, miscellaneous data, application prints, and permit notices. Plotting test pits on color index; obtaining various boring information. Draft Damage Map: Theodore St. Final Damage Maps: Atlantic Ave., Burrough Ave., Van Pelt St., Marston Ave., Dunsing St., Marabel Ave., Clermont Ave., Cox Place, Matthew Place. Benefit Maps: Clermont Ave., Marabel Ave., Cox Place, Proctor St., McComb Place, Spangler St., Smith St., Brinkerhoff, Burrough, Atlantic, Lambertville and Ziegler Aves., Van Pelt St., Campion St., Sutphin Road, Kew Gardens Road. Copying old records, County Clerk's Office, Queens; calculating and plotting field work.

By Field Force—Location of various substructures uncovered throughout the First, Second, Third and Fourth Wards. Monumenting: Hollis, Jamaica, Woodhaven, Whitestone, Bayside, Union Course, Glendale, Highland Park, Rockaway Park, Far Rockaway. Traverse and Location: Highland Park, Rockaway Park, Bayside, Long Island City. Damage Survey: Glendale. Levelling: Glendale, Long Island City.

Bureau of Sewers.

Number of manholes built, 2; linear feet of sewer cleaned, 57,375; number of basins cleaned, 160; number of basins repaired, 3; number of basins relieved, 11; linear feet of sewer repaired, 10; number of manholes repaired, 2; number of manholes cleaned, 369; open drains cleaned, 6,300 feet; material used: brick, 1,925; cement, 27 bags; manhole covers, 1; pipe, 24 feet; basin hood, 1; loads removed from sewers, 153; loads removed from basins and drains, 162.

Bureau of Street Cleaning.

Street Sweepings, Garbags, etc., Collected and Disposed of—Cubic yards mixed materials, 7,492.41; cubic yards ashes, 402.33; cubic yards sweepings, 452.65; cubic yards rubbish, 3,524.98; cubic yards garbage, 1,642.05; miles of street swept, 99; miles of private street swept, 7; miles of gutters cleaned, 30.

Bureau of Public Buildings and Offices—Painting, carpenter work, plumbing, repairs to tin roofs, leaders, etc., cleaning and electrical work, 68.

Laboring Force Employed.

Bureau of Highways—Foremen, Assistant Foremen, Mechanics and Laborers, 491; teams, 62; horses and carts, 77; steam rollers, 10.

Bureau of Sewers—Foremen, Assistant Foremen, Drivers, Sounders, Mechanics and Laborers, 141; horses and carts, 23.

Bureau of Street Cleaning—Superintendent, District Superintendent, Foremen, Assistant Foremen, Mechanics, Helpers, Drivers, Laborers and Clerks, 318; teams and trucks, 66; horses and carts, 130; horses and sprinklers, 6; teams and sweeper, 6.

Bureau of Public Buildings and Offices—Superintendent, Clerks, Foremen, Engineer, Firemen, Stokers, Carpenters, Plumbers, Pipe Fitters, Tinsmith, Helpers, Painters, Laborers, Cleaners, Janitors, Mason, Helpers and Attendant, 95.

Bureau of Topographical Surveys—Engineer in Charge, Assistant Engineer, Laborers, Sounders, Rodmen, Drivers, Foremen, Assistant Foremen, Draftsmen, Transitmen, Computers, Riggers, Axemen and Flaggers, 158; horses and wagons, 1.

JAMES A. DAYTON, Acting President.

Borough of Richmond.

Bureau of Buildings.

Report for week ended August 7, 1915.

Plans filed for new buildings (estimated cost, $15,965), 16; plans filed for alterations (estimated cost, $3,525), 7; plans filed for plumbing (estimated cost, $2,720), 15; new buildings estimated, 34; alterations estimated, 13; construction inspections made, 300; plumbing and drainage inspections made, 141; violations reported, 3; notices served, 3; demolition permits granted, 1; modifications of the law allowed as regards concrete footings under foundations, 6.

WM. J. McDERMOTT, Superintendent.

BOARD OF ESTIMATE AND APPORTIONMENT

Minutes of Meeting of Board of Estimate and Apportionment, Held in Room 16, City Hall, Thursday, July 29, 1915.

The Board met in pursuance of an adjournment.

Present—John Purroy Mitchel, Mayor; William A. Prendergast, Comptroller; Henry H. Curran, Acting President, Board of Aldermen; Ralph Folks, Acting President, Borough of Manhattan; Lewis H. Pounds, President, Borough of Brooklyn; E. W. Voorhies, Acting President, Borough of Brooklyn; Douglas Mathewson, President, Borough of The Bronx; Maurice E. Connolly, President, Borough of Queens, and Spire Pitou, Jr., Acting President, Borough of Richmond.

The Mayor, Hon. John Purroy Mitchel, presided.

Approval of Minutes (Cal. No. 1).

The Minutes of the meeting held on July 1, 1915, were approved as printed in the CITY RECORD July 27, 1915, and the Minutes of the meetings held on July 9, 12 and 15, 1915, were approved as printed in the CITY RECORD July 28, 1915.

PUBLIC HEARINGS.

On Changes in the City Map.

Borough of Manhattan.

Hearing in the Matter of Changing the Map or Plan of The City of New York by Changing the Grade of 7th Avenue, Between Morton Street and Commerce Street, and at the Southeasterly Corner of Grove Street, Borough of Manhattan (Cal. No. 2).

The Secretary presented affidavit of publication showing that this matter had been duly advertised, in accordance with a resolution adopted by the Board on July 9, 1915 (No. 93).

No one appearing in opposition to or in favor of the proposed change, the hearing was closed.

The Secretary presented the following report of the Chief Engineer:

Report No. 14829. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—At the meeting of the Board of Estimate and Apportionment held on July 9th a resolution was adopted at the request of the President of the Borough of Manhattan fixing July 29th as the date for a public hearing in the matter of a change proposed in the grade of 7th Avenue, between Morton Street and Commerce Street, and at the southeasterly corner of Grove Street.

On May 28, 1915, a map was adopted making provision for adjusting the grade of 7th Avenue and Varick Street, between West 11th Street and West Broadway. In preparing the filing copies of this plan it has been found that the elevations proposed for the street were incorrectly shown at the two points indicated upon the plan now presented, these being located, respectively, at a point on the westerly building line distant 25 feet north of Morton Street and at the southeasterly corner of Grove Street, the error in the former case amounting to 0.6 feet and in the latter case to 0.1 feet. The plan now submitted is intended to carry out the original intent.

I see no reason why it should not be adopted and would recommend such action after a public hearing. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, at a meeting of this Board, held on the 9th day of July, 1915, a resolution was adopted proposing to change the map or plan of The City of New York so as to change the grades of 7th avenue on the west side from Morton street to a point about 100 feet north thereof, and on the east side from Grove street to a point about 122.30 feet south thereof; and change the grade of Grove street on the south side from 7th avenue to West 4th street, in the Borough of Manhattan, City of New York, and appointing a hearing at a meeting of this Board to be held on the 29th day of July, 1915, at 10 o'clock a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD for ten days prior to the 29th day of July, 1915; and

Whereas, it appears from the affidavit of the Supervisor of the City Record that the aforesaid resolution and notice have been published in the CITY RECORD for ten days prior to the 29th day of July, 1915; and

Whereas, all persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now, therefore, be it

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest to change the map or plan of The City of New York by changing the grades of 7th avenue on the west side from Morton street to a point about 100 feet north thereof, and on the east side from Grove street to a point about 122.30 feet south thereof; and changing the grade of Grove street on the south side from 7th avenue to West 4th street, in the Borough of Manhattan, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the President of the Borough, and dated July 8, 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Borough of Brooklyn.

Hearing in the Matter of Changing the Map or Plan of The City of New York by Changing the Lines of Howard Avenue, Between Eastern Parkway and Pitkin Avenue, Borough of Brooklyn (Cal. No. 3).

(The hearing in this matter was fixed for June 25, 1915, by resolution adopted by the Board on May 28, 1915 (Cal. No. 154). On June 25, 1915, the hearing was continued to July 1, 1915, and on the latter date (Cal. No. 3), it was continued to this meeting.)

(On June 25, 1915, the hearing in this matter was continued to July 1, 1915, and the matter was referred to the Committee on the City Plan to consider it in connection with the widening of Kings Highway.)

The Secretary presented affidavits of publication showing that the matter had been duly advertised.

The Secretary presented a communication, dated June 25, 1915, from property owners protesting against the proposed map change.

Mr. Albert E. Henschel appeared in opposition to this matter.

The hearing was continued to August 26, 1915.

Borough of The Bronx.

Hearing in the Matter of Changing the Map or Plan of The City of New York by Changing the Grades of East 149th Street, from Morris Avenue to Courtlandt Avenue, Borough of The Bronx (Cal. No. 4).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on July 1, 1915 (Cal. No. 116).

Messrs. Sigmund Feust and J. Trattner appeared and stated they opposed the proposed change unless the City assumes the cost of the improvement.

Mr. W. M. Dawley, representing the Erie Railroad Company, and Mr. E. H. Meade, representing Messrs. Hawkes & Hoppin, appeared and addressed the Board.

No one else appearing, the hearing was closed.

The following was offered:

Whereas, At a meeting of this Board, held on the 1st day of July, 1915, a resolution was adopted proposing to change the map or plan of The City of New York so as to change the grades of East 149th Street, between Morris Avenue and Courtlandt Avenue, in the Borough of The Bronx, City of New York, and appointing a hearing at a meeting of this Board to be held on the 29th day of July, 1915, at 10 o'clock a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD for ten days prior to the 29th day of July, 1915; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolution and notice have been published in the CITY RECORD for ten day prior to the 29th day of July, 1915; and

Whereas, All persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now, therefore, be it

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest to change the map or plan of The City of New York by changing the grades of East 149th Street, between Morris Avenue and Courtlandt Avenue, in the Borough of The Bronx, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the President of the Borough, and dated March 24, 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Hearing in the Matter of Changing the Map or plan of The City of New York by Changing the Grade of Gun Hill Road, Between White Plains Road and Webster Avenue, and of the Adjoining Blocks of the Intersecting Streets, and Fixing the Street Lines Across the right of Way of the New York and Harlem Railroad, Borough of The Bronx (Cal. No. 5).

The Secretary presented affidavit of publication showing that the matter had been duly advertised, in accordance with a resolution adopted by the Board on July 9, 1915 (No. 88), and affidavits showing that notice of the hearing had been served on the New York and Harlem Railroad Company and on the New York Central and Hudson River Railroad Company, pursuant to the provisions of the Railroad Law.

Mr. H. J. Uhl appeared for the New York Central and Hudson River Railroad Company.

No one else appearing the hearing was closed.

The Secretary presented the following report of the Chief Engineer:

Report No. 14846. July 22, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—At the meeting of the Board of Estimate and Apportionment held on June 29, 1911, a map was adopted making provision for changing the grade of Gun Hill Road, between Webster Avenue and White Plains Road, and for making a corresponding change in the grade of the intersecting avenues and streets, Borough of The Bronx.

This plan was intended to clear the way for the substitution of a bridge at the Gun Hill Road crossing over the New York and Harlem Railroad in place of an existing structure, with provision for increasing its span from about 59 feet as required in order to permit the Railroad Company to lay an additional track, and for increasing its width from about 50 feet in order to conform with the lines which had been fixed for the Gun Hill Road, under which provision has been made for a street width of 100 feet. To accomplish these changes and at the same time to permit of removing the existing roadway obstructions through the substitution of a deck bridge in place of a through bridge, it was found necessary to raise the street grade at the crossing 3.75 feet. These and other changes had the effect of decreasing the grades previously fixed for the Gun Hill Road from about 5 per cent. on each side of the crossing to a rate of approximately 4 per cent. in the section east of the railroad, and to a very flat rate in the section to the west. In order to secure the carrying out of the improvement a resolution was adopted when the map was approved making application to the Public Service Commission for a determination as to the changes proposed by the Board, and for the issuance of an order providing for carrying out the work.

At its meeting of January 9, 1913, the Board was informed by the Public Service Commission that the proposed improvement did not fall under its jurisdiction inasmuch as no grade crossing was in use, and that the carrying of the widened portion of the Gun Hill Road across the railroad did not constitute the construction of a new street within the meaning of the Railroad Law.

On July 31, 1913, the Corporation Counsel was instructed to request the Public Service Commission to reconsider its determination in order that the way might be cleared for carrying out the physical improvement of the street for which preliminary authorization was then given, it being believed that unless the Railroad Law could be applied or that the Railroad Company could be obligated to meet its share of the expense, the whole burden of the cost of the improvement might fall upon the City. The matter appears to have been disposed of by the Commission under an order issued on January 23, 1914, under which the proceeding proposed by the Board for widening and changing the grade of Gun Hill Road across the tracks of the New York and Harlem Railroad was discontinued.

Since this date, and under the provisions of chapter 378 of the Laws of 1914, the Railroad Law has been amended in such a way as to clearly place jurisdiction over improvements which involve an alteration of an existing crossing in the Public Service Commission, and it would, therefore, appear that the way is now open for carrying out the course originally proposed.

To permit of doing this the Board at its meeting of July 9, at the request of the President of the Borough of The Bronx, fixed July 29 as the date for a public hearing in the matter of modifying the grades of Gun Hill Road in such a way as to carry out the intent of the plan which was adopted on June 29, 1911, with a further provision for fixing the position of the street lines where it crosses the right of way of the New York and Harlem Railroad in order that there might be no question as to the legality of the street width at this point. At the same time provision was made for advising the Railroad Company to the effect that it would be given a hearing on the question of the necessity of carrying out the proposed change.

I would recommend that after the hearing to the public and to the Railroad Company has been given, the map be approved, and that the accompanying resolution be adopted making application to the Public Service Commission for the approval of the treatment now proposed for the crossing and for the issuance of an order for carrying out the work.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, At a meeting of this Board held on the 9th day of July, 1915, a resolution was adopted proposing to change the map or plan of The City of New York so as to Widen Gun Hill Road where it crosses the right of way of the New York and Harlem Railroad, and change the grades of Gun Hill Road, between White Plains Road and Webster Avenue, and of the adjoining blocks of the intersecting streets, in the Borough of The Bronx, City of New York, and appointing a hearing at a meeting of this Board to be held on the 29th day of July, 1915, at 10 o'clock a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD for ten days prior to the 29th day of July, 1915; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolution and notice have been published in the CITY RECORD for ten days prior to the 29th day of July, 1915; and

Whereas, All persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now therefore be it

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest to change the map or plan of The City of New York by widening Gun Hill Road where it crosses the right of way of the

New York and Harlem Railroad, and changing the grades of Gun Hill Road, between White Plains Road and Webster Avenue, and of the adjoining blocks of the intersecting streets, in the Borough of The Bronx, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the President of the Borough and dated July 8, 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following was offered:

Whereas, the Board of Estimate and Apportionment of the City of New York, by a resolution adopted on the 29th day of July, 1915, has adopted a map changing the lines and grades of Gun Hill Road where it crosses the tracks of the New York and Harlem Railroad, and

Whereas, the public safety requires an alteration of the existing crossing and its approaches so as to conform with the said plans, and

Whereas, the New York Central Railroad Company, lessee of the New York and Harlem Railroad, is desirous of increasing the span of the existing bridge at this crossing in order to permit of laying an additional track, and

Whereas, in pursuance of Sections Nos. 90 and 91 of the Railroad Law (Chapter 378 of the Laws of 1914), notice of the intention of the City of New York to change the width and grade of the existing crossing over the said tracks of the said New York and Harlem Railroad was given to the said railroad company on the 13th day of July, 1915; and thereafter, and on the 29th day of July, 1915, a public hearing as to the necessity for said improvement was had thereon before the Board of Estimate and Apportionment, and

Whereas, Sections Nos. 90 and 91 of the Railroad Law, as amended, provide that application shall be made to the Public Service Commission for the First District to determine the character of the crossing and alteration thereof, and whether the new portion of the said Gun Hill Road shall pass over or under the said railroad, or at grade;

Resolved, That the City of New York, in pursuance of Sections Nos. 90 and 91 of the Railroad Law, hereby applies to the Public Service Commission to determine whether the said Gun Hill Road as widened shall pass over or under the tracks of the said New York and Harlem Railroad or at grade, and requests that the Public Service Commission appoint a time and place for a hearing in relation thereto, and that a notice of the time and place of such hearing be served on the Corporation Counsel of the City of New York, and

Resolved, That the Board of Estimate and Apportionment recommends to the Public Service Commission that the street be carried over the tracks of the said New York and Harlem Railroad at the width and grades proposed for the street and for the railroad, and as indicated upon the plan approved by it on the 29th day of July, 1915; and further requests that the Public Service Commission issue an order providing for the carrying out of the construction work required, with the provision that all excess cost by reason of the length of the span being greater than the present span shall be borne and paid for by the Railroad Company.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The Chief Engineer was directed to appear before the Public Service Commission for the First District and state that the grade crossing elimination will be confined to the bridge and its abutments and that the approaches will be taken care of under a regulating and grading contract, and that the Railroad Company, being the owners of the private property, will not claim exemption from assessment for its share as an abutting owner for the grading of the approaches.

Borough of Queens.

Hearing in the Matter of Changing the Map or Plan of The City of New York by Establishing Lines and Grades for Jackson Avenue (Formerly Broadway), from Cemetery Lane to the City Boundary Line, Borough of Queens (Cal. No. 6).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on July 1, 1915 (Cal. No. 38).

Mr. C. T. Roe appeared and requested an adjournment.

The hearing was continued to September 17, 1915.

Borough of Richmond.

Hearing in the Matter of Changing the Map or Plan of The City of New York by Establishing Lines and Grades for Richmond Terrace, from Holland Avenue to a Point About 225 Feet West of Western Avenue, Borough of Richmond (Cal. No. 7).

The Secretary presented affidavit of publication showing that the matter had been advertised in accordance with a resolution adopted by the Board on July 9, 1915 (Cal. No. 58).

No one appearing in opposition to or in favor of the proposed change, the hearing was closed.

The following was offered:

Whereas, at a meeting of this Board, held on the 9th day of July, 1915, a resolution was adopted proposing to change the map or plan of The City of New York so as to establish the lines and grades of Richmond Terrace from a point about 225 feet west of Western Avenue to Holland Avenue, and change the grade of Richmond Terrace between Holland Avenue and a point about 100 feet easterly therefrom, in the Borough of Richmond, City of New York, and appointing a hearing at a meeting of this Board to be held on the 29th day of July, 1915, at 10 o'clock a. m., at which meeting such proposed action would be considered by this Board, and requesting a notice to all persons affected thereby, of the aforesaid time and place at which such proposed action would be considered, to be published in the CITY RECORD for ten days prior to the 29th day of July, 1915; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that the aforesaid resolution and notice have been published in the CITY RECORD for ten days prior to the 29th day of July, 1915; and

Whereas, All persons interested in such proposed change were afforded an opportunity to be heard thereon, and such proposed change was duly considered by this Board; now, therefore, be it

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest to change the map or plan of The City of New York by establishing the lines and grades of Richmond Terrace from a point about 225 feet west of Western Avenue to Holland Avenue, and changing the grade of Richmond Terrace between Holland Avenue and a point about 100 feet easterly therefrom, in the Borough of Richmond, City of New York, does hereby favor the same so as to make the aforesaid change in accordance with a map or plan bearing the signature of the President of the Borough, and dated June 22, 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

On Areas of Assessment for Benefit in Condemnation Proceedings.

Borough of Brooklyn.

Hearing on the Proposed Reapportionment of the Cost and Expense of the Proceeding for Acquiring Title to the Real Property Required for the Widening of Flatbush Avenue Extension, Between Nassau and Concord Streets, Borough of Brooklyn (Cal. No. 8).

The Secretary presented affidavits of publication showing that the matter had been duly advertised.

(The public hearing in this matter was fixed for May 14, 1915, by resolution adopted by the Board on April 23, 1915 (Cal. No. 8). (On April 30, 1915 (No. 188), representatives of property owners affected by the assessment appeared and requested a further hearing before the Committee on Assessments. The request was referred to the Committee, with the President of the Borough of Brooklyn added to the Committee during the consideration of this subject.) On May 14, 1915, the hearing was continued to June 11, 1915, on this date to June 25, 1915, and on the latter date (Cal. No. 10), to July 1, 1915. On July 1, 1915 (Cal. No. 18), the hearing was continued to this meeting.)

Mr. Thomas M. Farley appeared and requested action in the matter.

The hearing was continued to September 17, 1915.

Hearing on the Proposed Enlarged Area of Assessment in the Proceeding for Acquiring Title to 20th Avenue, from 54th Street to Gravesend Avenue, and to 52d Street, from 18th Avenue to West Street, Borough of Brooklyn (Cal. No. 9).

(A public hearing in this matter was fixed for July 1, 1915, by resolution adopted by the Board on June 11, 1915 (Cal. No. 157). On July 1, 1915 (Cal. No. 20), the hearing was continued to this meeting.)

The Secretary presented affidavits of publication showing that the matter had been duly advertised.

The Secretary also presented petitions of Henry A. King and ten others and of Clinton H. Twamley, dated May 26, 1915, requesting relief from assessment in this matter.

Messrs. Philip M. Bromberg and James P. Judge appeared in opposition to the proposed enlargement of the area of assessment.

The hearing was continued to September 17, 1915.

Hearing on the Proposed Area of Assessment in the Matter of Acquiring Title to Flatbush Avenue, from the Southerly Limit of the Land Heretofore Acquired for This Street Near Avenue U to the Northerly Bulkhead Line of Rockaway Inlet, Borough of Brooklyn (Cal. No. 10).

The Secretary presented affidavits of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on June 25, 1915 (Cal. No. 142).

Mr. R. A. T. Riggs, representing the Atlantic, Gulf & Pacific Co., the National Lead Co. and the Gulf Refining Co.; and Mr. Franklin Taylor, appeared in opposition to the proposed area of assessment.

Mr. Henry M. Meyer appeared and urged the authorization of the improvement.

The Secretary presented a communication, dated July 26, 1915, from the Rockaway Board of Trade, favoring the proposed improvement.

The hearing was continued to September 17, 1915, and the matter was referred to the Committee on Assessments.

Borough of The Bronx.

Hearing on the Proposed Area of Assessment in the Matter of Acquiring Title to Putnam Avenue West from West 233d Street to Van Courtlandt Park South, Borough of The Bronx (Cal. No. 11).

(The public hearing in this matter was fixed for July 1, 1915, by resolution adopted by the Board on June 11, 1915 (Cal. No. 159). On July 1, 1915 (Cal. No. 23), the hearing was continued to this meeting.)

The Secretary presented affidavit of publication showing that the matter had been duly advertised.

The Secretary presented a communication from C. C. Ferriss, dated June 10, 1915, objecting to the appointment of Commissioners to determine the awards and assessments instead of having the Court, without a jury, make such determination.

Mr. Edward R. Finch appeared and requested that deeds be accepted from those people who had expressed a willingness to cede their property.

The hearing was continued to September 17, 1915, and the Chief Engineer was directed to consider the effect of cession under the old rule and the equity of extending the area of assessment recommended by him.

Hearing on the Proposed Area of Assessment in the Matter of Acquiring Title to Throgs Neck Boulevard, from Layton Avenue to Eastern Boulevard, Borough of The Bronx (Cal. No. 12).

(The public hearing in this matter was fixed for July 1, 1915, by resolution adopted by the Board on June 11, 1915 (Cal. No. 161). On July 1, 1915 (Cal. No. 24), the hearing was continued to this meeting.)

The Secretary presented affidavit of publication showing that the matter had been duly advertised.

No one appearing in opposition to or in favor of the proposed area of assessment, the hearing was continued to August 26, 1915.

Hearing on the Proposed Area of Assessment in the Matter of Acquiring Title to West 230th Street, from Bailey Avenue to Kingsbridge Terrace, Borough of The Bronx (Cal. No. 13).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on July 1, 1915 (No. 223).

No one appearing in opposition to or in favor of the proposed area of assessment, the hearing was closed.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 970 of the Greater New York Charter, as amended, deems it for the public interest that the title for the uses and to the extent thereof as herein mentioned to the real property required for the opening and extending of West 230th Street, from Bailey Avenue to Kingsbridge Terrace, in the Borough of The Bronx, City of New York, should be acquired by The City of New York;

Resolved, That the title to be so acquired is hereby determined to be a title in fee in such premises;

Resolved, That the compensation to be made to the owners of the real property to be acquired shall be ascertained and determined by the Supreme Court without a jury;

Resolved, That the Board of Estimate and Apportionment hereby requests the Corporation Counsel to make application to a Special Term of the Supreme Court to have the compensation, which should justly be made to the respective owners of the real property proposed to be taken, ascertained and determined by the Supreme Court without a jury, and to have the said Court assess the cost and expense of the proceeding upon the real property within the area of assessment hereinafter determined, and to take the necessary proceedings in the name of The City of New York to acquire title as herein determined, wherever the same has not heretofore been acquired, for the use of the public for the same purpose, to the real property that shall or may be required for the purpose of opening and extending West 230th Street, from Bailey Avenue to Kingsbridge Terrace, in the Borough of The Bronx, City of New York, upon the receipt by him of a rule map and damage map, certified as having been approved by this Board.

Resolved, That no portion of the cost and expense of said proceedings incurred by reason of the provisions of title 4, chapter 17 of the Greater New York Charter, as amended, shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the expense of the Bureau of Street Openings, the cost and expense incurred by the President of the Borough of The Bronx in the preparation of rule, damage and benefit maps for the use thereof; and all other expenses and disbursements authorized by section 977 of said title, as amended, shall be assessed upon the property deemed to be benefited thereby; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that due notice was given therein that at the time of the adoption of the resolution directing the institution of proceedings herein to acquire title to the real property required for this improvement that the Board of Estimate and Apportionment would consider a proposed area of assessment as therein described, and would give a public hearing thereon upon the 29th day of July, 1915; and

Whereas, At the aforesaid time and place a public hearing was given to all persons interested in such proposed area of assessment who appeared and such proposed area of assessment was duly considered by this Board;

Resolved, That the area of assessment for benefit in these proceedings be and is hereby fixed and determined to be as follows:

Bounded on the north by a line parallel with West 230th Street, as this street is laid out where it adjoins Bailey Avenue on the east, and passing through a point on the westerly line of Heath Avenue midway between West 230th Street and Albany Crescent; on the east by a line always distant 100 feet easterly from and parallel with the easterly line of Kingsbridge Terrace, the said distance being measured at right angles to Kingsbridge Terrace; on the south by a line bisecting the angle formed by the intersection of the prolongations of the centre lines of West 230th Street and West 229th Street as these streets are laid out where they adjoin Bailey Avenue on the east; and on the west by a line always distant 100 feet westerly from and parallel with the westerly line of Bailey Avenue, the said distance being measured at right angles to Bailey Avenue.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Borough of Queens.

Hearing on the Proposed Area of Assessment in the Matter of Acquiring Title to Netcong (Foley) Avenue, from Chichester Avenue to Rocton Street (Johnson Avenue), Borough of Queens (Cal. No. 14).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on July 1, 1915 (Cal. No. 220).

No one appearing in opposition to or in favor of the proposed area of assessment, the hearing was closed.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 970 of the Greater New York Charter, as amended, deems it for the public interest that the title, for the uses and to the extent thereof as herein mentioned, to the real property required for the opening and extending of Netcong Avenue (Foley Avenue) from Chichester Avenue to Rocton Street (Johnson Avenue), in the Borough of Queens, City of New York, should be acquired by the City of New York.

Resolved, That the title to be so acquired is hereby determined to be a title in fee in such premises;

Resolved, That the compensation to be made to the owners of the real property to be acquired shall be ascertained and determined by the Supreme Court without a jury;

Resolved, That the Board of Estimate and Apportionment hereby requests the Corporation Counsel to make application to a Special Term of the Supreme Court to have the compensation, which should justly be made to the respective owners of the real property proposed to be taken, ascertained and determined by the Supreme Court without a jury, and to have the said Court assess the cost and expense of the proceeding upon the real property within the area of assessment hereinafter determined, and to take the necessary proceedings, in the name of The City of New York, to acquire title as herein determined, wherever the same has not heretofore been acquired, for the use of the public for the same purpose, to the real property that shall or may be required for the purpose of opening and extending Netcong Avenue (Foley Avenue) from Chichester Avenue to Rocton Street (Johnson Avenue), in the Borough of Queens, City of New York, upon the receipt by him of a rule map and damage map, certified as having been approved by this Board.

Resolved, That no portion of the cost and expense of said proceedings incurred by reason of the provisions of Title 4, Chapter 17, of the Greater New York Charter, as amended, shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the expense of the Bureau of Street Openings, the cost and expense incurred by the President of the Borough of Queens in the preparation of rule, damage and benefit maps for the use thereof; and all other expenses and disbursements authorized by section 977 of said title, as amended, shall be assessed upon the property deemed to be benefited thereby; and

Whereas it appears from the affidavit of the Supervisor of The City Record that due notice was given therein that at the time of the adoption of the resolution directing the institution of proceedings herein to acquire title to the real property required for this improvement that the Board of Estimate and Apportionment would consider a proposed area of assessment as therein described and would give a public hearing thereon upon the 29th day of July, 1915; and

Whereas at the aforesaid time and place a public hearing was given to all persons interested in such proposed area of assessment who appeared, and such proposed area of assessment was duly considered by this Board;

Resolved, That the area of assessment for benefit in these proceedings be and is hereby fixed and determined to be as follows:

Bounded on the north by a line distant 100 feet northerly from and parallel with the northerly line of Rocton Street, the said distance being measured at right angles to Rocton Street; on the east by a line bisecting the angle formed by the intersection of the prolongations of the easterly line of Netcong Avenue and the westerly line of Liverpool Street; on the south by a line distant 100 feet southerly from and parallel with the southerly line of Chichester Avenue, the said distance being measured at right angles to Chichester Avenue; and on the west by a line bisecting the angle formed by the intersection of the prolongations of the westerly line of Netcong Avenue and the easterly line of Sanders Place.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Hearing on the Proposed Area of Assessment in the Matter of Acquiring Title to Archer Street, from Van Wyck Avenue to the Center Line of Branford Street, Borough of Queens (Cal. No. 15).

The Secretary presented affidavit of publication showing that the matter had been duly advertised in accordance with a resolution adopted by the Board on July 9, 1915 (Cal. No. 59).

No one appearing in opposition to or in favor of the proposed area of assessment, the hearing was closed.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 970 of the Greater New York Charter, as amended, deems it for the public interest that the title, for the uses and to the extent thereof as herein mentioned, to the real property required for the opening and extending of Archer Street from Van Wyck Avenue to the centre line of Branford Street, in the Borough of Queens, City of New York, should be acquired by The City of New York.

Resolved, That the title to be so acquired is hereby determined to be a title in fee in such premises.

Resolved, That the compensation to be made to the owners of the real property to be acquired shall be ascertained and determined by the Supreme Court without a jury;

Resolved, That the Board of Estimate and Apportionment hereby requests the Corporation Counsel to make application to a Special Term of the Supreme Court to have the compensation, which should justly be made to the respective owners of the real property proposed to be taken, ascertained and determined by the Supreme Court without a jury, and to have the said Court assess the cost and expense of the proceeding upon the real property within the area of assessment hereinafter determined, and to take the necessary proceedings, in the name of The City of New York, to acquire title as herein determined, wherever the same has not heretofore been acquired for the use of the public for the same purpose, to the real property that shall or may be required for the purpose of opening and extending Archer Street from Van Wyck Avenue to the centre line of Branford Street, in the Borough of Queens, City of New York, upon the receipt by him of a rule map and damage map, certified as having been approved by this Board.

Resolved, That no portion of the cost and expense of said proceedings incurred by reason of the provisions of title 4, chapter 17, of the Greater New York Charter, as amended, shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the expense of the Bureau of Street Openings, the cost and expense incurred by the President of the Borough of Queens in the preparation of rule, damage and benefit maps for the use thereof; and all other expenses and disbursements authorized by section 977 of said title, as amended, shall be assessed upon the property deemed to be benefited thereby; and

Whereas, It appears from the affidavit of the Supervisor of the City Record that due notice was given therein that at the time of the adoption of the resolution directing the institution of proceedings herein to acquire title to the real property required for this improvement that the Board of Estimate and Apportionment would consider a proposed area of assessment as therein described and would give a public hearing thereon upon the 29th day of July, 1915; and

Whereas, At the aforesaid time and place a public hearing was given to all persons interested in such proposed area of assessment who appeared, and such proposed area of assessment was duly considered by this Board;

Resolved, That the area of assessment for benefit in these proceedings be and is hereby fixed and determined to be as follows:

Beginning at a point on the prolongation of a line distant 100 feet northerly from and parallel with the northerly line of Archer Street as this street is laid out where it adjoins Van Wyck Avenue, the said distance being measured at right angles to Archer Street, where it is intersected by a line distant 100 feet westerly from and parallel with the westerly line of Van Wyck Avenue, the said distance being measured at right angles to Van Wyck Avenue, and running thence eastwardly along the said line parallel with Archer Street and along the prolongations of the said line to the intersection with the westerly line of Middletown Street; thence northeastwardly in a straight line to a point on the easterly line of Middletown Street distant 100 feet northerly from the northerly line of Archer Street, the said distance being measured at right angles to Archer Street; thence eastwardly and always distant 100 feet northerly from and parallel with the northerly line of Archer Street to the intersection with a line distant 100 feet easterly from and parallel with the easterly line of Branford Street, the said distance being measured at right angles to Branford Street; thence southwardly along the said line parallel with Branford Street and along the prolongation of the said line to a point distant 100 feet southerly from the southerly line of Archer Street, the said distance being measured at right angles to Archer Street; thence westwardly and always distant 100 feet southerly from and parallel with the southerly line of Archer Street and the prolongation thereof to the intersection with a line parallel with Van Wyck Avenue and passing through the point of beginning; thence northwardly along the said line parallel with Van Wyck Avenue to the point or place of beginning.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Hearing on the Proposed Modified Area of Assessment in the Matter of Acquiring Title to Ashland Street, from Cypress Hills Cemetery to Myrtle Avenue, from Birch Street to Spruce Street, and from North Curtis Avenue to Metropolitan Avenue, Together with the Unacquired Portions of Forest Park, Opposite Nostrand Place and at the Intersection of Myrtle Avenue with Guion Street, Borough of Queens (Cal. No. 16).

The Secretary presented affidavit of publication showing that the matter had been duly advertised, in accordance with a resolution adopted by the Board on July 9, 1915 (Cal. No. 60).

After hearing Messrs. E. V. Daly and E. G. Bullard in opposition to and Messrs. William R. Keese and John H. Leich in favor of the proposed modified area of assessment, and no one else appearing, the hearing was closed.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, after a public hearing held by the said Board on July 29, 1915, hereby enlarges the area of assessment fixed in the proceeding authorized by said Board under resolutions adopted on January 26, 1911, and July 11, 1912, for acquiring title to Ashland Street, from Cypress Hills Cemetery to Myrtle Avenue; from Birch Street to Spruce Street, and from North Curtis Avenue to Metropolitan Avenue, together with the small unacquired portions of Forest Park opposite Nostrand Place, and at the intersection of Ashland Street, Myrtle Avenue and Guion Street, Borough of Queens, so as to comprise the following area:

Beginning at a point on the southerly line of Metropolitan Avenue distant 400 feet northerly from the northerly line of Ashland Street, the said distance being measured at right angles to Ashland Street, and running thence northwardly at right angles to Metropolitan Avenue to a point distant 100 feet northerly from its northerly side; thence eastwardly and parallel with Metropolitan Avenue to the intersection with a line at right angles to Metropolitan Avenue and passing through a point on its southerly side where it is intersected by a line distant 100 feet northerly from and parallel with the northerly line of Hillside Avenue, as this street is laid out between North Villa Street and Ambrose Street, the said distance being measured at right angles to Hillside Avenue; thence southwardly along the said line at right angles to Metropolitan Avenue to the intersection with its southerly side; thence westerly along the said line parallel with Hillside Avenue and along the prolongation of the said line to the intersection with a line midway between Hamilton Avenue and Stoothoff Avenue; thence southwardly along the said line midway between Hamilton Avenue and Stoothoff Avenue to a point distant 100 feet northerly from the northerly line of Brandon Avenue; thence westwardly and parallel with Brandon Avenue to the intersection with the easterly line of Oxford Avenue; thence southwardly in a straight line to a point on the westerly line of Oxford Avenue, where it is intersected by a line midway between Brazil Street and Brandon Avenue; thence westwardly along the said line midway between Brazil Street and Brandon Avenue and along the prolongation of the said line to the intersection with the easterly line of Willard Avenue; thence southwestwardly in a straight line to a point on the westerly line of Willard Avenue, where it is intersected by a line midway between Elmwood Street and Blackford Street; thence westwardly along the said line midway between Elmwood Street and Blackford Street and along the prolongation of the said line to the intersection with the easterly line of Yarmouth Street; thence northwestwardly in a straight line to a point on the westerly line of Yarmouth Street, where it is intersected by the prolongation of a line midway between Shipley Place and Windom Street, as these streets are laid out where they adjoin Forest Parkway; thence westwardly along the said line midway between Shipley Place and Windom Street and along the prolongation of the said line to the intersection with the easterly line of Forest Parkway; thence northwestwardly in a straight line to a point on the westerly line of Forest Parkway, where it is intersected by the prolongation of a line midway between Shipley Place and Farragut Street, as these streets are laid out where they adjoin Leggett Avenue; thence westwardly along the said line midway between Shipley Place and Farragut Street and along the prolongation of the said line to the intersection with the easterly line of Leggett Avenue; thence northwestwardly in a straight line to a point on the westerly line of Leggett Avenu, where it is intersected by the prolongation of a line midway between Farragut Street and Shipley Street; thence westwardly along the said line midway between Farragut Street and Shipley Street and along the prolongations of the said line to the intersection with a line distant 100 feet westerly from and parallel with the westerly line of Truant Avenue as this street is laid out between Farragut Street and Shipley Street, the said distance being measured at right angles to Truant Avenue; thence northwardly along the said line parallel with Truant Avenue and along the prolongation of the said line to the intersection with the prolongation of a line distant 400 feet northerly from and parallel with the northerly line of Ashland Street as this street is laid out where it adjoins Truant Avenue, the said distance being measured at right angles to Ashland Street; thence eastwardly and always distant 400 feet northerly from and parallel with the successive tangents in the northerly line of Ashland Street or their prolongations to the intersection with a line distant 400 feet northerly from and parallel with the northerly line of Myrtle Avenue, the said distance being measured at right angles to Myrtle Avenue; thence eastwardly along the said line parallel with Myrtle Avenue to the intersection with a line parallel with Ashland Street, as this street is laid out between North Vine Street and North Curtis Avenue, and passing through the point of beginning; thence eastwardly along the said line parallel with Ashland Street to the point or place of beginning.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

On Franchises.

Marconi Telegraph-Cable Company, Inc. (Cal. No. 17).

Public hearing on the form of contract for the consent to the construction, maintenance and operation by the Marconi Telegraph-Cable Company, Inc., of suitable wires or other electrical conductors in the streets and avenues within the City, for the purpose of electrically connecting various telegraph offices established in said city with each other, and with the wireless stations of the Marconi Wireless Telegraph Company of America, located at Belmar and New Brunswick, in the State of New Jersey, or elsewhere, for the purpose of doing a general telegraph business between the offices of said Company and the offices of the Marconi Wireless Telegraph Company of America.

The hearing was fixed for this day by resolution adopted July 1, 1915 (Cal. No. 117).

Affidavits of publication were received from the "Morning Telegraph," the "Globe" and the CITY RECORD.

No one appeared in opposition to or in favor of the proposed grant and the hearing was closed.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Marconi Telegraph-Cable Company, Inc., the consent of The City of New York as more fully set out and described in the following form of proposed contract for the grant thereof, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

This Contract, made and executed in duplicate this day of , 19 , by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the Marconi Telegraph-Cable Company, Inc., a corporation formed under and pursuant to the Laws of the State of New York (hereinafter called the Company), party of the second part, witnesseth:

Whereas, The Marconi Wireless Telegraph Company of America, a corporation formed under and pursuant to the Laws of the State of New Jersey, has constructed and proposes to operate certain wireless receiving and transmitting stations at Belmar and New Brunswick, in the State of New Jersey, and for the purpose of establishing offices in the City of New York obtained the incorporation of and controls the applicant Company, which is to act as its agent in the establishment of such offices in the City of New York and to receive and deliver from such offices messages intended for and received by wireless communication; and

Whereas, The said applicant Company on or about June 22, 1914, filed with the Postmaster-General of the United States of America a certificate of acceptance of the restrictions and obligations imposed on telegraph companies by an Act of Congress of the United States, approved July 24, 1866, entitled "An Act to aid in the construction of telegraph lines and to secure to the government the use of the same for postal, military and other purposes;" and

Whereas, The Company has now applied for authority to lay, construct, maintain and operate or use electric telegraph wires, with the necessary branches in connection therewith, under and along the streets, avenues and public places within the territory of the City of New York, according to the terms and conditions which the Board may determine, for the purpose of conducting and maintaining a general telegraph business; and

Whereas, The Corporation Counsel of the City has advised the Board that the Company by its acceptance of the Post Roads Act obtained a right to use the City's streets, subject to the right of the Board to regulate the use thereof and to demand reasonable compensation therefor:

Now, Therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. Subject to the conditions and provisions herinafter set forth, the City hereby consents to the construction, maintenance and operation or use by the Company of suitable wires or other electrical conductors in the streets and avenues within the City of New York, for the purpose of electrically connecting various telegraph offices to be established by it in the said City with each other, and with the wireless stations of the Marconi Wireless Telegraph Company of America, located at Belmar and New Brunswick, in the State of New Jersey, or elsewhere, for the purpose of doing a telegraph business between the offices of the said Company and the offices of the said Marconi Wireless Telegraph Company of America.

Section 2. The consent hereby given is subject to the following conditions and regulations, which shall be complied with by the Company:

First—No wires or conductors laid, maintained or operated by the Company in the City, or any portion thereof, shall be used for the transmission of messenger call signals, telephonic conversations or for any other purpose than the transmission of messages by telegraph as contemplated by the Post Roads Act of Congress of the United States as interpreted by the Courts.

Second—The privilege of laying its wires underground and using the conduits in the City streets, herein consented to by the City, shall continue for the period of fifteen (15) years from the date of the signing of this contract by the Mayor, when the same and this contract shall cease and determine without any action or proceeding.

Third—The Company shall pay to the City for the expense of the examination of the application and all work in connection therewith, for the facilities afforded to it, and for local governmental supervision, the following sums of money:

1. The sum of five thousand dollars ($5,000) in cash within thirty (30) days after the date upon which this contract is signed by the Mayor.
2. An annual sum which shall be equal to one hundred dollars ($100) per mile for each and every metallic circuit used or operated by the Company in the City, but which sum shall not be less than one thousand dollars ($1,000).

The metallic circuits referred to above and wherever used in this contract shall be deemed to and shall include each and every two (2) wires between the same points used or operated by the Company, whether owned by it or otherwise. In arriving at the mileage in use or operated by the Company, the different circuits used or operated by it shall not be treated as separate items, but the total mileage of such circuits, when added together, shall be the basis for the payment to be made by the Company. The length of the various circuits used or operated shall be certified by the Company under oath to the Comptroller, as hereinafter provided, but should the Company, for any reason, not have sufficient data to enable it to furnish such information, then and in that event it shall certify under oath to the Comptroller, as hereinafter provided, the various offices of whatever description connected by the circuits in use by it, and the mileage upon which it shall make the annual payments shall be calculated and based upon the distances between such offices by the most direct route through the streets and avenues of the City. Should the mileage at any time exceed an exact number of miles, then and in that event the annual payment to be made by the Company for the excess over such exact number of miles shall be upon the basis of twenty-five dollars ($25) for each quarter of a mile (¼ mile) or fraction thereof.

The annual payments shall commence from the date on which this contract is signed by the Mayor.

All annual payments as above shall be paid into the treasury of the City on February 1 of each year, and shall be for the amount due to December 31 next preceding; provided, that the first annual payment shall be only for that proportion of the first annual sum as the time between the date upon which this contract is signed by the Mayor and December 31 following shall bear to the whole of one year.

Any and all payments to be made by the terms of this contract to the City by the Company shall not be considered in any manner in the nature of a tax, but such payments shall be made in adidtion to any and all taxes of whatsoever kind or description now or hereafter required to be paid by any ordinance of the City, or resolution of the Board, or any law of the State of New York.

Fourth—The annual payments shall continue throughout the whole term of this contract, notwithstanding any clause in any statute or in the charter of any other company providing for payment for similar rights, facilities, franchises or supervision at a different rate, and no assignment, lease or sublease of the rights or privileges, the exercise of which is herein consented to or of the facilities for the exercise of the same, or of any part thereof, shall be valid or effectual for any purpose, unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof, or otherwise, exemption from liability to perform each and all of the conditions of this contract.

Fifth—The rights and privileges, the exercise of which is herein consented to or the facilities for the exercise of the same, shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Sixth—The Company shall construct, maintain and operate its electric system subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City, and in strict compliance with all laws or ordinances or departmental rules and regulations now in force, or which may be adopted, affecting companies operating electrical conductors in the City.

No construction or repair of said electrical system shall be commenced until written permits have been obtained from the proper City officials. In any permit so issued, such officials may impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures in the streets and avenues and the proper restoration of the surface of such streets and avenues over which such officials have jurisdiction, and the Company shall comply with such conditions.

Upon completion of any work of construction, the Company shall furnish to the President of the Borough a plan of such character as he may direct, showing accurately and distinctly the location, size and type of construction and complete dimensions of the structures erected, installed or constructed under this contract, and the location and dimensions of all substructures encountered during the progress of the work; the depth below the street surface of the new structures and of the substructures encountered must be shown, also their location with reference to the nearest curbline and the nearest curbline intersection.

The electrical and other equipment to be installed by this Company, whether the same be under streets and avenues, in any Department of the City or in private property, shall be constructed and maintained subject to the approval and under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Seventh—The plant, conduits, wires, conductors, connections, instruments and all appurtenances thereto, shall be constructed, maintained and operated in the latest approved manner and with the most modern and improved appliances, and it is hereby agreed that the Board may require the Company to improve or add to its plant, conduits, wires, conductors, connections, instruments and appurtenances, from time to time, as such additions or improvements are determined by the Board, after hearing, to be reasonable and necessary. Upon failure on the part of the Company to comply with the directions of the Board within a reasonable time, this consent and contract shall cease and determine.

Eighth—All cables and wires of the Company laid pursuant to this contract shall be placed in ducts, conduits or subways (referred to in this paragraph as "subways"). Such subways shall be leased from the company or companies having control thereof under the provisions of law, or from the City, should it succeed to the rights of such company or companies. If the City shall construct or acquire subways for electrical conductors of the character or tension of those used by the Company or similar companies, the Company hereby agrees to lay its wires and conductors in such subways, and the City agrees to lease to the Company such space as may be necessary and available for the operation of the system herein referred to.

No cables or wires shall be strung above the surface of the streets and avenues by the Company.

Ninth—It is a condition of this contract that the Company shall bear the entire expense of all work undertaken by it in the territory referred to herein.

Tenth—The Company shall file with the Board on the first day of February in each year a map of plan upon which shall be plainly and separately indicated the number of wires which were in use by the Company on December 31 preceding and the streets in which the same are located, and also those which were put in use during the year preceding that date. It shall also file with the Department of Water Supply, Gas and Electricity, on or before the tenth day of each month, a map or plan of the locations in which wires have been placed by it during the preceding month.

Eleventh—The wires of the Company shall be employed for no other purpose than those explicitly set forth herein and the Company binds itself not to lay, use, lease or operate wires for illegal purposes or to illegal places.

Twelfth—The Company shall assume all liability to persons or property by reason of the construction or operation of the system referred to in this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or defaults of the Company.

Thirteenth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any individual or other corporation its consent to the exercise of a franchise or to grant a franchise right or privilege upon the same or other terms and conditions in the territory referred to in this contract, or any part thereof.

Fourteenth—If the Company shall fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time, and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains pay to the City the sum of one hundred dollars ($100) as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Fifteenth—If for a period of three consecutive months after the commencement of its transatlantic service by the Marconi Wireless Telegraph Company of America the system of the Company shall not be operated, or if the same shall not be operated for a period of six months out of any consecutive twelve months, the Board may revoke its consent and declare this contract terminated without further proceedings at law or in equity.

Sixteenth—The Company shall submit to the Board a report, not later than February 1 of each year for the year ending December 31 next preceding, and at any other time upon request of the Board, which shall state:

1. The amount of stock issued for cash; for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year, and the rate of same.
11. The names of the directors and officers elected at the last meeting of the corporation held for such purpose.
12. The name or names of the shareholder or shareholders holding a majority of the stock of the said corporation.
13. Location, value and amount paid for real estate owned by the Company as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number and location of offices of the Company in the City and the offices and companies to which the same are connected.
16. Total receipts of the Company.
17. Proportion of receipts retained by the Company as compensation for its serv-

ices; the amount of such proportion and the rate per word of such proportion with respect to the messages received and transmitted by it.

18. Amounts paid by the Company for damage to persons or property on account of construction and operation.

19. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

The Company shall also file annually with the above report a certified copy of its then existing contract or contracts with the Marconi Wireless Telegraph Company of America and its affiliated companies.

Seventeenth. The Company shall, on or before February 1 of each year, make a verified report to the Comptroller of the total mileage of metallic circuits in use or operation by it in the City on December 31 preceding, and the location of the various offices, of whatever description, connected by the same, or should it not have sufficient data to enable it to furnish a statement of the mileage of such metallic circuits, then the Company shall, on February 1, furnish to the Comptroller a verified report of the various offices of whatever description connected by the circuits in use by it on December 31 next preceding. The Company shall also in the same manner furnish such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company, for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Eighteenth—This consent is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in the construction or operation of its system, shall deposit with the Comptroller of the City the sum of five thousand dollars ($5,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract, and each and every one thereof. In the event of default in the payment of the annual charge or other payments herein required the City shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company.

In case of failure of the Company to comply with the terms of this contract relating to the filing of annual statements, the installation or maintenance of its structures and equipment, or its neglect or refusal to comply with any demand or direction of the Board or other municipal officials, made pursuant to the terms of this contract, or under the authority of any laws, ordinances or departmental regulations now or hereafter in force, in such case and in any of these events the Company, except as herein otherwise provided, shall pay to the City a penalty of fifty dollars ($50) for each violation.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its President or other officer to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the provisions of this contract. If the Company fails to make an appearance, or after a hearing appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure, direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice in writing, pay to the City a sum sufficient to restore said security fund to the original amount of five thousand dollars ($5,000), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

Nineteenth—In case of any violation or breach or failure to comply with any of the provisions herein contained, this contract may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board, by resolution of said Board. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company, served in the same manner as a summons in an action in the Supreme Court, to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear action may be taken by the Board forthwith.

Twentieth—If at any time the powers of the Board or any other of the authorities herein mentioned, or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Twenty-first—The words "notice" or "direction" wherever used in this contract shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall, except as otherwise in this contract provided, be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction and shall be deemed to have been given at the time of delivery or mailing.

Twenty-second—The words "streets and avenues" or "streets or avenues" wherever used in this contract shall be deemed to mean streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places, lands under water or any other property to which the City has title or over which the public has an easement, included within the limits of the territory in which the Company is to operate under this contract.

Twenty-third—The grant of this consent is subject to whatever right, title or interest the owners of abutting property or others may have, if any, in and to the streets and avenues of the territory in which the Company is authorized to operate by this contract.

Section 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the laws of the State of New York.

Section 4. This contract is subject to the Constitution and Laws of the United States of America and the rules and regulations which have been and may be adopted in pursuance thereof.

Section 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

In witness whereof the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed; and the part of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK,

By ....., Mayor.

(Corporate seal.)

Attest: ....., City Clerk.

MARCONI TELEGRAPH-CABLE COMPANY, INC.,

By ....., President.

(Seal.)

Attest: ....., Secretary.

(Here add acknowledgments.)

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

New York, Brooklyn and Manhattan Beach Railway Company; The Long Island Railroad Company; New York Connecting Railroad Company (Cal. No. 18).

Consideration of the communication from the Public Service Commission for the First District transmitting for approval certificates granted by said Commission, as follows:

(a) To the New York, Brooklyn and Manhattan Beach Railway Company and The Long Island Railroad Company for connecting tracks between Knickerbocker Avenue and Fresh Pond Junction.

(b) To the New York Connecting Railroad Company modifying certificate dated February 14, 1907, by eliminating the portion of the line between Knickerbocker Avenue and Fresh Pond Junction and reducing the rental.

This communication was presented to the Board at the meeting of July 21, 1915 (Cal. No. 34), when, by resolution duly adopted, this day was fixed as the date for consideration and the communication was referred to the Bureau of Franchises.

An affidavit of publication of the notice of consideration was received from the CITY RECORD.

The Secretary presented the following:

Bureau of Franchises, July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—At the meeting of November 21, 1912, there was submitted to the Board by the Secretary of the Public Service Commission for the First District copies of two petitions presented to the Commission, respectively, by the New York Connecting Railroad Company and the Long Island Railroad Company, the latter as lessee of the New York, Brooklyn and Manhattan Beach Railway Company, together with resolutions of the Commission fixing dates for hearings on these applications.

In its petition, the New York Connecting Railroad Company asked for the amendment of its certificate of February 14, 1907, which authorized the construction, maintenance and operation of a four-track railroad between the Brooklyn-Queens Borough line at or near Knickerbocker Avenue, Brooklyn, through the Borough of Queens and across the East River to the Borough of The Bronx at or near 141st Street and Walnut Avenue, together with several spurs or connections. The Company asked the right to abandon that portion of such route between the Brooklyn-Queens Borough line and Fresh Pond Junction, Queens (a distance of about 1⅛ miles), which latter point was to be thereafter the southerly terminus of the railroad. The Company also asked that a reduction be made in its annual payments to the City in proportion to the length of road thus to be abandoned.

The petition of the Long Island Railroad Company, as lessee of the New York, Brooklyn and Manhattan Beach Railway Company, merely asked the approval of the Commission, under section 53 of the Public Service Commission's Law, to certain work and improvements, including the laying of two additional tracks which it was installing or intending to install on that portion of the line of its railroad (the original route of the Long Island City and Manhattan Beach Railroad Company) between the Brooklyn-Queens Borough line and Fresh Pond Junction.

At the meeting of November 21, 1912, this Bureau presented a report showing that the practical purpose of the applications was an exchange of route between the two companies covering the territory between the Brooklyn-Queens Borough line and Fresh Pond Junction, for which distance the routes of the companies paralleled and to some extent overlapped each other.

Several objections to the proposed exchange presented themselves, however, among them the following:

1. The franchise of the Connecting Company was a modern one containing many conditions for the protection of the City and the public interest; it required the payment of fair compensation to the City which was subject to revaluation every twenty-five years; to eliminate this considerable portion of railroad from the route of the Connecting Company and authorize its construction and operation by the Long Island Company would mean nullification of these provisions so far as they affected the eliminated portion and substitute therefor the bare obligations of the Railroad Law, which alone governed the operation of the road by the Long Island Company.

2. It was not admitted by the City that the Long Island Company had the right to construct the proposed two additional tracks on this portion of the roue of its leased line, the New York, Brooklyn and Manhattan Beach Railway Company, or even that the right of the Company to operate the two existing tracks over the streets crossed by it in this section was beyond question.

3. The reason given by the companies for the request of the exchange of route was that it would render unnecessary the construction of an eight-track railroad between the Brooklyn Borough line and Fresh Pond Junction on the assumption that each of the companies had rights for a four-track railroad. It was pointed out that this result had never been contemplated when the Connecting Company's franchise was granted, and as bearing out this point it was shown that the Board had already approved plans for four-track bridges carrying the railroad tracks over the streets to be crossed in this section.

The Board, after considering the foregoing, adopted a resolution requesting the Corporation Counsel to appear at the hearings before the Commission and oppose the granting of the applications. Subsequently the matter was taken up by the Franchise Committee, which presented a report on February 27, 1913, recommending that the Board withdraw its opposition, provided:

"(1) That the Long Island Railroad Company shall apply for a grant of franchise for the right to construct, maintain and operate the two additional tracks proposed to be constructed between Fresh Pond Junction and the Brooklyn Borough line.

"(2) That any certificate issued to the Long Island Railroad Company shall contain a provision to the effect that nothing therein contained shall be construed as recognizing or legalizing the right of the Long Island Railroad Company to maintain the existing two-track railroad between Fresh Pond Junction and the Brooklyn Borough line in the event of its not already having such right.

"(3) That any certificate issued to the Long Island Railroad Company shall contain conditions similar to those imposed in the franchise granted to the New York Connecting Railroad Company; that compensation to be paid the City thereunder shall equal at least the amount by which the compensation required to be paid by the New York Connecting Railroad Company may be reduced in changing the southerly terminus of its route to a point near Knickerbocker Avenue and that the readjustment of the compensation to be paid by the Long Island Railroad Company shall take place upon the same date and in the same manner as provided in the franchise to said New York Connecting Railroad Company.

"(4) That the applications of the New York Connecting Railroad Company and the Long Island Railroad Company shall be considered and acted upon simultaneously."

On March 6, 1913, the Board approved the above report and thereafter the Long Island Railroad Company, as lessee of the New York, Brooklyn and Manhattan Beach Railway Company, substituted for its original petition an application to the Public Service Commission for a certificate granting to it the right to construct and maintain the additional tracks necessary to enable it to construct the four-track railroad between the Brooklyn Borough line and Fresh Pond Junction. This includes not only the two additional tracks which the company claims the right to construct, but also two stretches of four tracks adjoining the northerly and southerly extremities of the route of the former Long Island City and Manhattan Beach Railroad Company, which is the underlying franchise now in possession of the New York, Brooklyn and Manhattan Beach Railway Company and leased to the Long Island Railroad Company. All the tracks, therefore, in regard to which any question has been raised, except the two existing tracks now constructed and operated, have been applied for. Both the applications were then simultaneously considered by the Commission, and after numerous conferences with representatives of this Bureau and of the companies, certificates have been drawn up and adopted by the Commission, modifying the franchise of the New York Connecting Railroad Company and granting new rights to the Long Island Railroad Company, which are now presented to the Board for its approval.

I have caused these certificates to be examined and believe that they fully carry out the recommendations contained in the report of the Franchise Committee so far as it is possible to do so.

The Connecting Company's certificate has been modified by striking out from its route that portion between the Brooklyn-Queens Borough line and Fresh Pond Junction, which latter point is now to be the southerly terminus of the railroad. Its payments to the City have been reduced from $27.500 per annum to $23.925 per annum for the period ending July 20, 1922, and from $55.000 per annum to $47.850 per annum for the succeeding fifteen years ending July 20, 1937.

The certificate to the Long Island Railroad Company provides that the Company shall pay the respective amounts by which the Connecting Company's compensation has been reduced, viz., $3,575 per annum for the period ending July 20, 1922, and for the succeeding fifteen years ending July 20, 1937, $7.150 per annum. It has also provided that this compensation shall be revalued at the expiration of every

twenty-five years after July 20, 1937, which co-ordinates with the dates for revaluing the compensation to be paid by the Connecting Company. It has also been provided as follows:

"Provided, however, anything herein contained to the contrary notwithstanding, that no such readjusted amount shall be less than an amount which shall bear the same proportion to the amount, exclusive of the rental charges, for the occupation of land owned by the City on Wards and Randalls Islands, to be paid by New York Connecting Railroad Company at the end of the first period of twenty-five (25) years, and at the end of each corresponding successive period of twenty-five (25) years for the rights granted by the said certificate of February 14, 1907, as the sum of three thousand five hundred and seventy-five dollars ($3,575), bears to the sum of twenty-seven thousand five hundred dollars ($27,500); the intent and meaning of this certificate being that the compensation to be paid to the City, as provided in the certificate granted to New York Connecting Railroad under date of February 14, 1907, shall not be lessened or diminished in any respect by the making of the said modifying certificate or by this certificate. Nothing herein contained shall be deemed to determine or affect the basis of any such adjustment of amounts to be paid, except as herein expressly stated, it being intended that such basis shall, except as so stated, be completely open to either the City or the Railway Company whenever any such adjustment is to be made, except that no such readjustment amount shall be less than the greatest corresponding amount specifically provided herein."

All the other provisions contained in the original certificate of the Connecting Company have been included in the certificate of the Long Island Company, with one or two exceptions where it was found they could not be applied. One of these, in particular, was the clause which governed the rights and obligations of the Connecting Company to transport local passengers on its route, that is, between any two points in the City. It provided that the Company could not carry such traffic unless the further consent of the Board were obtained, and if so obtained, the fare was to be limited to five cents. The Long Island Railroad Company objected to this clause on the ground that this portion of its route which it is now turning into a four-track railroad, was to be operated as a portion of its Manhattan Beach Division, which is a four-track railroad, through the Borough of Brooklyn, and that its right to carry local traffic should neither be subject to further permission of the Board or limited as to fare. In the communication from the Commission submitting the present certificates for the approval of the Board, the reason why this clause is omitted is set forth in order that the matter may be part of the record.

I would recommend that the certificates adopted by the Public Service Commission for the First District, and now submitted to the Board for its approval, be so approved.

Respectfully, JOHN A. McCOLLUM, Acting Chief of Bureau.

The following resolution was offered:

Whereas, The Board of Rapid Transit Commissioners of The City of New York, constituted pursuant to the provisions of Chapter 4 of the Laws of 1891, and acts amendatory thereof, fixed and determined the location and plans of construction of the railroad of the New York Connecting Railroad Company, the route or routes by which it might connect with existing railroad or railroads, the time by which they should be respectively constructed and the compensation to be paid therefor, to the City by the Railroad Company, by certificate dated February 14, 1907, issued to the New York Connecting Railroad Company; and

Whereas, Said certificate dated February 14, 1907, by resolution duly adopted by the Board of Estimate and Apportionment March 8, 1907, approved by the Mayor March 14, 1907, was approved, together with the franchise and grant therein contained, and the construction, maintenance and operation of such railroad or railroads in accordance therewith was duly consented to, as provided by law; and

Whereas, The Public Service Commission for the First District, successor to the Board of Rapid Transit Railroad Commissioners for The City of New York, has submitted to the Board of Estimate and Apportionment certificate dated June 7, 1915, issued to the New York Connecting Railroad Company, modifying certificate dated February 14, 1907, issued to said Company by eliminating tracks from Knickerbocker avenue, Kings County, to Fresh Pond Junction, Queens County, and reducing the rental; and

Whereas, Such certificate was received by the Board of Estimate and Apportionment on the 21st day of July, 1915, at a meeting of said Board of Estimate and Apportionment duly held on said day; and

Whereas, Said Board of Estimate and Apportionment by resolution duly adopted at said meeting, did appoint a day not less than one week nor more than ten days, after the receipt thereof, for the consideration of such certificate, to wit, the 29th day of July, 1915, at 10 o'clock a. m., and has proceeded with such consideration; and

Whereas, The modifying certificate and the terms, conditions and requirements contained therein are as follows:

THE PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT TO NEW YORK CONNECTING RAILROAD COMPANY.

Certificate modifying terms of Certificate to New York Connecting Railroad Company, dated February 14, 1907.

June 7, 1915.

The Public Service Commission for the First District does hereby certify as follows:

Whereas, The New York Connecting Railroad Company is a corporation duly incorporated under the laws of the State of New York, for the purpose, among other things, of constructing and operating a railroad which will connect the railroad of the Harlem River and Port Chester Railroad Company, and thereby the railroad of The New York, New Haven & Hartford Railroad Company with the railroads of The Long Island Railroad Company and The Pennsylvania Tunnel and Terminal Railroad Company, and thereby the railroad of The Pennsylvania Railroad Company, such connection thereby forming a continuous line for the carriage of passengers and property between a point or points on the New York, New Haven & Hartford Railroad, point or points upon the Long Island Railroad, and point or points upon the Pennsylvania Railroad; and

Whereas, The Board of Rapid Transit Railroad Commissioners for The City of New York duly granted to the New York Connecting Railroad Company a certificate dated February 14, 1907, authorizing it, subject, however, to the terms and conditions and requirements therein stated and set forth, to lay down, construct and operate a railroad upon the routes therein set forth from a point in the Borough of Brooklyn, County of Kings, through said Borough, and through the Borough of Queens, and over and across the East River, Ward's Island, Little Hell Gate, Randall's Island and the Bronx Kills, to a point in the Borough of The Bronx, connecting with the railroad of the Harlem River and Port Chester Railroad, as aforesaid; and

Whereas, in pursuance to the provisions of Chapter 48 of the Consolidated Laws of the State of New York, as amended, the Public Service Commission for the First District has succeeded to all the rights, powers and duties of the Board of Rapid Transit Railroad Commissioners; and

Whereas, The time of the New York Connecting Railroad Company under said certificate to complete the construction of its railroad will not expire until the 31st day of December, 1917; and

Whereas, The New York, Brooklyn and Manhattan Beach Railroad Company now operates between a point over Knickerbocker Avenue, in the Borough of Brooklyn, and a point forty-three (43) feet southerly from the centre line of Fremont street as indicated as proposed on the map of The City of New York, known as Fresh Pond Junction, two tracks located near the centre line of the New York Connecting Railroad Company, as outlined in its franchises, and The Long Island Railroad Company and The New York, Brooklyn and Manhattan Beach Railroad Company have made application to the Public Service Commission for the First District for the right to lay down, construct and operate certain connecting tracks between those points, all as more particularly set forth and described in a certificate bearing even date herewith granted by the Public Service Commission for the First District to The New York, Brooklyn and Manhattan Beach Railroad Company and The Long Island Railroad Company, to which certificate reference is hereby made as though it were incorporated herein; and

Whereas, The New York Connecting Railroad Company made application to the Public Service Commission for the First District by petition verified October 9, 1912, for its approval of certain changes in its certificate or franchise above referred to, as follows: (1) The location of the southerly terminus of said railroad company in the Borough of Queens forty-three (43) feet southerly from the centre line of Fremont street, as indicated as proposed on the map of The City of New York, known as Fresh Pond Junction, instead of over Knickerbocker avenue in the Borough of Brooklyn, and (2) a certain reduction in the sums payable as rent by said railroad company to The City of New York; and

Whereas, The Public Service Commission for the First District has determined upon certain modifications of the said franchise, dated February 14, 1907, as hereinafter set forth, and has prescribed such terms, conditions and requirements in relation thereto as to it appear just and proper, including all the terms, conditions and requirements provided for by the Rapid Transit Act (being chapter 4 of the Laws of 1891, as amended) in case of such modification.

Now, Therefore, The Public Service Commission for the First District, acting under the provisions of the Rapid Transit Act, with the consent of the sureties on the bond furnished by the New York Connecting Railroad Company under the terms of its franchise dated February 14, 1907, but subject to the approval of the Board of Estimate and Apportionment of The City of New York, does hereby modify said certificate dated February 14, 1907, as follows:

First—The said certificate dated February 14, 1907, is hereby amended by striking therefrom the portion thereof which reads as follows:

"Beginning at a point in the Borough of Brooklyn, over the northeasterly side of Knickerbocker avenue near the Roman Catholic Cemetery of the Most Holy Trinity, and not more than one hundred and fifty-eight (158) feet or less than one hundred and twenty-eight (128) feet southeasterly from the southeasterly side of Moffatt street as the same is now laid out or proposed, and running thence into the Borough of Queens and to the west of the Evergreen Cemetery and crossing over Cooper avenue at or near its intersection with Wyckoff avenue as now existing or proposed; thence running in a generally northeasterly direction, crossing over Cypress avenue at a point not more than one hundred and thirty-nine (139) feet or less than one hundred and nine (109) feet northwesterly from the intersection of the centre line of Cypress avenue with the centre line of Washington avenue; thence continuing in a generally northeasterly direction to a point over the centre line of Myrtle avenue not more than nine hundred and fifty-eight (958) feet or less than nine hundred and twenty-eight (928) feet westerly from the intersection of the said centre line of Myrtle avenue with the centre line of Fresh Pond road; thence crossing over Fresh Pond road at a point in its centre line not more than seven hundred and nineteen (719) feet or less than six hundred and eighty-nine (689) feet northwesterly from the intersection of the centre line of that road with the centre line of Myrtle avenue; thence continuing still in a generally northeasterly direction and crossing over Edsall avenue at a point in the centre line thereof at or near its intersection with Howard street as now laid out or proposed until it intersects a portion of the railroad now constructed of the Railroad Company at a point distant not more than two hundred and fifty-nine (259) feet or less than two hundred and twenty-nine (229) feet east of the centre line of the railway of The Brooklyn Heights Railroad Company, where it crosses the railroad now constructed of the Railroad Company;"

And by inserting in lieu thereof, the following:

Beginning at a point known as Fresh Pond Junction in the Borough of Queens, and northeast of the Borough line of the Borough of Brooklyn and Queens, said point being located forty-three (43) feet more or less southerly from the centre line of Fremont street (formerly Howard street), as indicated as proposed on the map of The City of New York, and being about one hundred and twenty-five (125) feet southeasterly from the centre line of Shaler street as now laid down on the map of The City of New York; thence in a general northeasterly direction and crossing over Fremont street, as indicated as proposed on the map of The City of New York, at a point in the centre line thereof, not more than one hundred and thirty-seven (137) feet, nor less than one hundred and seven (107) feet from the centre line of Shaler street as now laid down on the may of The City of New York; thence in a northeasterly direction until it intersects a portion of the Railroad now constructed of the Railroad Company at a point distant not more than two hundred and fifty-nine (259) feet or less than two hundred and twenty-nine (229) feet east of the centre line of the railway of The Brooklyn Heights Railroad Company, where it crosses the railroad now constructed of the Railroad Company;

Second—The paragraph of article V of said certificate of February 14, 1907, providing as follows:

"Second—The Railroad Company shall pay to the City for the right to construct, maintain and operate the new railroad across streets and other public property other than Ward's Island and Randall's Island, the following compensation or rental, to wit: the sum of twenty-seven thousand five hundred dollars ($27,500) per annum, the said payments to begin on the date when the Railroad Company shall first commence actual operation of the new railroad, but not later than two years after the first day when the Railroad Company shall have obtained the consents required to be obtained by said article II hereof, and to end on the day ten (10) years next thereafter, and fifty-five thousand dollars ($55,000) per annum during the period beginning on the last day of such ten (10) years and ending on the day fifteen (15) years next thereafter.

—is hereby amended from and after the date hereof by substituting for the words and figures "Twenty-seven thousand five hundred dollars ($27,500)" the words and figures: Twenty-three thousand nine hundred and twenty-five dollars ($23,925) and by substituting for the words and figures "Fifty-five thousand dollars ($55,000)" the words and figures: Forty-seven thousand eight hundred and fifty dollars ($47,850). This provision for the reduction of such compensation or rental shall not be retroactive, but shall only apply to compensation or rental becoming due from and after this modifying certificate becomes effective.

Third—Except as expressly modified herein said certificate of February 14, 1907, shall remain in full force and effect as though the provisions hereof had originally been incorporated therein.

Fourth—This certificate shall not take effect unless it is accepted in writing by the proper officers of the Railroad Company within ten (10) days from the date hereof.

This certificate shall not take effect unless within three calendar months from the time of such acceptance New York Connecting Railroad Company shall, in due and lawful form, obtain or receive the approval hereto of the Board of Estimate and Apportionment of The City of New York and also obtain or receive the consent of the Board of Estimate and Apportionment of The City of New York or other local authority having control of the streets, across and over or under which it was proposed to construct the tracks eliminated from the said certificate of February 14, 1907, by this agreement and of other City property upon, under or over which such tracks were to be constructed, together with the approval thereto of the Mayor of The City of New York.

This certificate shall not take effect unless and until the sureties upon the bond furnished by New York Connecting Railroad Company pursuant to the provisions of the said certificate of February 14, 1907, shall consent hereto in the form subjoined.

In Witness Whereof, this certificate has been prepared by the Public Service Commission for the First District, and is now attested by its seal and by the signature of its Chairman, who is its presiding officer, and by the signature of its Secretary, this 7th day of June, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, By EDWARD E. McCALL, Chairman.

(Seal.)

Attest: TRAVIS H. WHITNEY, Secretary.

State of New York, County of New York, ss.:

On this 7th day of June, 1915, in the City of New York, in said County, before me personally appeared Edward E. McCall, and Travis H. Whitney, each to me known and known to me to be the said Edward E. McCall, the Chairman, and the said Travis H. Whitney, the Secretary, of the Public Service Commission for the First District, and the said Edward E. McCall and Travis H. Whitney being by me duly sworn did depose and say, each for himself and not for the other, the said Edward E. McCall that he resides in the Borough of Manhattan, in the said City; and that he is the Chairman of the said Commission; and that he subscribed his name to the foregoing certificate by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the said City; that he is the Secretary of the said Commission, and that he subscribed his name thereto by like authority; and both the said Edward E. McCall and Travis H. Whitney that they know the seal of the said Commission and that the same was affixed to the foregoing certificate by the authority of the said Commission and of a resolution duly adopted by the same.

WILLIAM G. FULLEN, Notary Public, Kings Co. Cert. filed N. Y. Co.

Acceptance and Consent of New York Connecting Railroad Company.

New York Connecting Railroad Company hereby accepts the foregoing Certificate and all the terms, conditions and requirements thereof, and expressly consents to the modifications of the franchise as above set forth.

Dated, New York, June 8, 1915.

NEW YORK CONNECTING RAILROAD COMPANY, By SAM'L REA, President.

(Seal.)

Attest: FRANK E. HAFF, Secretary.

State of New York, County of New York, ss.:

On the 2d day of July, 1915, in said county, before me personally came Samuel Rea and Frank E. Haff, each to me known and known to me to be the said Samuel Rea, the President, and the said Frank E. Haff, the Secretary of the New York Connecting Railroad Company, and being by me duly sworn did depose and say, each for himself and not one for the other, the said Samuel Rea, that he resides at Bryn Mawr, in the State of Pennsylvania, and is the President of the New York Connecting Railroad Company, the corporation named in and which executed the foregoing acceptance, and that he subscribed his name to the foregoing acceptance by the authority of the Board of Directors thereof; and the said Frank E. Haff, that he resides in the City of New York; that he is Secretary of the said New York Connecting Railroad Company, and subscribed his name to the foregoing acceptance by like authority; and both the said Samuel Rea and the said Frank E. Haff, that they know the seal of the said New York Connecting Railroad Company; that the seal affixed to such acceptance is such seal, and that the same was affixed to such foregoing acceptance by authority of the Board of Directors of the said New York Connecting Railroad Company, and pursuant to a resolution adopted by the said Board.

JNO. A. BARRY, Notary Public, New York County, N. Y., No. 295.

(Seal.)

Consent of Sureties.

The undersigned, being the sureties of the New York Connecting Railroad Company upon the bond, in the penal sum of fifty thousand dollars ($50,000), heretofore filed with the Comptroller of The City of New York in accordance with Paragraph 10 of the Certificate or Franchise granted by the Board of Rapid Transit Railroad Commissioners of The City of New York to the said New York Connecting Railroad Company, dated February 14, 1907, said bond being security for the performance by the New York Connecting Railroad Company of all the terms and conditions of the said franchise, especially those terms and conditions which relate to the annual payments to be made to The City of New York, hereby consent to the modification of said certificate or franchise by the foregoing modifying certificate, and to the acceptance by the New York Connecting Railroad Company of the said modifying certificate.

Dated, June 15, 1915.

THE PENNSYLVANIA RAILROAD COMPANY,
By SAM'L REA, President.

(Seal.)

Attest: LEWIS NEILSON, Secretary.

THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY,
By HOWARD ELLIOTT, President.

(Seal.)

Attest: A. E. CLARK, Secretary.

State of Pennsylvania, County of Philadelphia, ss.:

On this 15th day of June, 1915, at Philadelphia, before me personally came Samuel Rea and Lewis Neilson, to me known and known to me, respectively, to be the said Samuel Rea, the President, and the said Lewis Neilson, the Secretary, of The Pennsylvania Railroad Company, and being by me duly sworn, they did depose and say, each for himself and not one for the other, the said Samuel Rea, that he resides at Bryn Mawr, in the State of Pennsylvania, and was the President of The Pennsylvania Railroad Company, the corporation named in and which executed the foregoing consent, and that he subscribed his name to the foregoing consent by authority of the Board of Directors thereof; and the said Lewis Neilson, that he resided in St. Davids, in the State of Pennsylvania; that he was the Secretary of The Pennsylvania Railroad Company, and that he subscribed his name to the foregoing consent by like authority; that the said Samuel Rea and Lewis Neilson knew the corporate seal of said The Pennsylvania Railroad Company, and that the seal affixed to such consent was such corporate seal, and that the same was affixed to the foregoing consent by authority of the Board of Directors of said company, and pursuant to a resolution adopted by the said Board.

(Seal.)

ERNEST H. BROWN, Notary Public. Commission expires February 21, 1919.

State of New York, County of New York, ss.:

On this 7th day of July, 1915, at New York, before me personally came Howard Elliott and A. E. Clark, to me known and known to me, respectively, to be the said Howard Elliott, the President, and the said A. E. Clark, the Secretary, of The New York, New Haven & Hartford Railroad Company, and being by me duly sworn, they did depose and say, each for himself and not one for the other, the said Howard Elliott, that he resides at Boston, in the State of Massachusetts, and was the President of The New York, New Haven & Hartford Railroad Company, the corporation named in and which executed the foregoing consent, and that he subscribed his name to the foregoing consent by authority of the Board of Directors thereof; and the said A. E. Clark, that he resides at Wallingford, in the State of Connecticut; that he was the Secretary of The New York, New Haven & Hartford Railroad Company, and that he subscribed his name to the foregoing consent by like authority; that the said Howard Elliott and A. E. Clark knew the corporate seal of said The New York, New Haven & Hartford Railroad Company, and that the seal affixed to such consent was such corporate seal, and that the same was affixed to the foregoing consent by authority of the Board of Directors of said Company, and pursuant to a resolution adopted by the said Board.

(Seal.)

FRANK E. HALL, Notary Public, New York County, No. 15. New York Registry No. 7028. Term expires March 30, 1917.

—now therefore be it

Resolved, That the Board of Estimate and Apportionment of The City of New York by a majority vote, according to the number of votes by law pertaining to each member of the Board, hereby approves such certificate and the franchise and grant therein contained, and consents to the construction and operation of such railroad or railroads in accordance therewith.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Whereas, The Public Service Commission for the First District, constituted pursuant to the provisions of law, has fixed and determined the location and plans of construction of the railroad of The New York, Brooklyn and Manhattan Beach Railway Company and The Long Island Railroad Company, the route or routes by which they may connect with existing railroad or railroads, the times within which they shall be respectively constructed and the compensation to be paid therefor to the City by the Railroad Companies; and

Whereas, The Public Service Commission for the First District has transmitted to the Board of Estimate and Apportionment a certificate dated June 7, 1915, granting a franchise to The New York, Brooklyn and Manhattan Beach Railway Company and The Long Island Railroad Company, subject to certain terms, conditions and requirements, which have been accepted by the Railroad Companies; and

Whereas, Such certificate was received by the Board of Estimate and Apportionment on the 21st day of July, 1915, at a meeting of said Board of Estimate and Apportionment, duly held on said day; and

Whereas, Said Board of Estimate and Apportionment by resolution adopted at said meeting did appoint a day not less than one week nor more than ten days, after the receipt thereof, for the consideration of such certificate, to wit, the 29th day of July, 1915, at 10 o'clock a. m., and has proceeded with such consideration; and

Whereas, The certificate of grant and the terms, conditions and requirements contained therein are as follows:

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT TO THE NEW YORK, BROOKLYN AND MANHATTAN BEACH RAILWAY COMPANY AND THE LONG ISLAND RAILROAD COMPANY.

CERTIFICATE.
June 7, 1915.

The Public Service Commission for the First District does hereby certify as follows:

The word "City," as used herein, means The City of New York and any other corporation or division of government to which the ownership, rights, powers and privileges of the City of New York, under the Rapid Transit Act, shall hereafter come, belong or appertain.

The words "New York," as used herein, mean the City of New York according to its boundaries as now or hereafter fixed.

The word "Commission," as used herein, means the Public Service Commission for the First District of the State of New York, in so far as it acts herein as the agent of the City and any other board, body, official or officials to which or to whom the powers belonging to the Commission, under the Rapid Transit Act, shall hereafter pass, or be held to appertain.

The words "Railway Companies," as herein used, mean The New York, Brooklyn and Manhattan Beach Railway Company and The Long Island Railroad Company and their successors and assigns.

The words "Rapid Transit Act," as used herein, mean Chapter 4 of the Laws of 1891, as heretofore amended.

The words "Board of Estimate," as used herein, mean the Board of Estimate and Apportionment of the City and any other board or officer to which or to whom its powers, now existing under the Rapid Transit Act, may hereafter be transferred by law.

The word "Comptroller," as used herein, means the Comptroller of the City and the officer or board to whom or to which his power now existing under the Rapid Transit Act, may hereafter be transferred by law.

Whereas, The New York, Brooklyn and Manhattan Beach Railway Company is a railroad corporation, duly incorporated under the Laws of the State of New York, owning a trunk line railroad having termini within New York; and

Whereas, The railroad of The New York, Brooklyn and Manhattan Beach Railway Company is operated by The Long Island Railroad Company, a railroad corporation duly incorporated under the laws of the State of New York, as lessee, and engaged in interstate commerce with other trunk line railroads and is operated and used as a part of an interstate trunk line; and

Whereas, The New York Connecting Railroad Company is a railroad corporation duly incorporated under the laws of the State of New York and required by a certificate of the Board of Rapid Transit Railroad Commissioners for the City of New York, dated February 14, 1907, to own or actually operate a railroad wholly or partly within New York, and in such certificate intended and recited and required to be engaged in interstate commerce in connection with a trunk line railroad or railroads, and to have a terminus in New York; and

Whereas, By said certificate a terminus of the said the New York Connecting Railroad Company is located at a point in the Borough of Brooklyn, over the northeasterly side of Knickerbocker avenue; and

Whereas, The New York Connecting Railroad Company has made application to the Commission for the Commission's approval of a modification of said certificate, whereby the terminus at the point over the northeasterly side of Knickerbocker avenue may be changed to a terminus at a point in the Borough of Queens forty-three (43) feet southerly from the centre line of Fremont street, as indicated as proposed on the map of the City, known as Fresh Pond Junction, to the end that said Railroad Company's railroad may connect at said new terminus with the railroad of the Railway Companies; and

Whereas, The Railway Companies desire to connect their terminus at or near the northeasterly side of Knickerbocker avenue, Borough of Brooklyn, with the terminus of the New York Connecting Railroad Company at a point forty-three (43) feet south of the centre line of Fremont street, as indicated as proposed on the map of the City (Fresh Pond Junction), Borough of Queens, by means of a four-track railroad, pursuant to the provisions of Section 23 of the Rapid Transit Act; and

Whereas, It is the intention of the parties hereto that this certificate shall contain provisions similar to those imposed in the franchise grant of the New York Connecting Railroad Company and that the compensation to be paid to the City hereunder shall equal the amount by which the compensation required to be paid by the New York Connecting Railroad Company thereunder may be reduced in changing the southerly terminal of its road to a point near Fresh Pond Junction and that the readjustment of the compensation to be paid thereunder shall take place upon the same date and in the same manner as provided in the franchise of the said New York Connecting Railroad Company; and

Whereas, The New York, Brooklyn and Manhattan Beach Railway Company prior to the incorporation of the New York Connecting Railroad Company constructed and for many years maintained and operated its double-track railroad on the surface, as shown by dashed black lines on the map and profile hereto attached, the same being on the route and within the original right of way of the Long Island City and Manhattan Beach Railroad Company (one of the constituent corporations of the Railway Companies); and

Whereas, In order to connect the terminus of the Railway Companies at or near the northerly side of Knickerbocker avenue, Borough of Brooklyn, with the terminus of the New York Connecting Railroad Company at a point forty-three (43) feet south of the centre line of Fremont street as indicated as proposed on the map of the City (Fresh Pond Junction), Borough of Queens, by a continuous four-track railroad, as aforesaid, it will be necessary to construct four tracks between the north side of Knickerbocker avenue, Borough of Brooklyn, and the point of junction between the aforesaid route of the Long Island City and Manhattan Beach Railroad Company and the original route of the Brooklyn and Rockaway Beach Railroad Company, which point of junction is indicated on the map and profile hereto attached, two additional tracks contiguous to the said existing tracks shown in dashed black lines on the map and profile hereto attached between the said point of junction and a point in the northeast side of Kossuth place, as indicated as proposed on the map of the City, Borough of Queens, and four tracks from said last named point to the point of connection with the tracks of the New York Connecting Railroad Company forty-three (43) feet south of the centre line of Fremont street, as indicated as proposed on the

map of the City, Borough of Queens, as aforesaid; all of the said necessary tracks being shown by full red lines on the map and profile hereto attached; and

Whereas, The Railway Companies affirm that by virtue of certain franchises, rights and consents granted under the laws of the State of New York they have the right to maintain and operate the double-track railroad shown by dashed black lines on the map and profile hereto attached and also that they have the right to construct, maintain and operate as part of their existing railroad the two additional tracks shown by full red lines on said map and profile contiguous to said existing double-track railroad, which said two tracks with the other tracks shown by full red lines on the map and profile hereto attached will be necessary in order to make a continuous four-track railroad for the purpose of connecting the terminus of the Railway Companies at or near the south side of Knickerbocker avenue, Borough of Brooklyn, with the railroad of the New York Connecting Railroad Company at a point forty-three (43) feet south of the centre line of Fremont street, as indicated as proposed on the map of the City (Fresh Pond Junction), Borough of Queens, and the Railway Companies have in part constructed such tracks shown by full red lines upon a private right of way acquired; and

Whereas, The alleged legal right of the Railway Companies to construct, maintain and operate either the said double-track railroad or the two additional tracks aforesaid, over and across the intersecting highways upon the route between said two points, is not admitted and nothing herein contained is intended or shall be deemed to recognize such alleged legal right; and

Whereas, The Railway Companies have, pursuant to the provisions of the Rapid Transit Act, applied for a certificate of the Commission granting to the Railway Companies the right to construct, maintain and operate the tracks shown by full red lines upon the map and profile hereto attached between the south side of Knickerbocker avenue, Borough of Brooklyn, and a point forty-three (43) feet south of the centre line of Fremont street, as indicated as proposed on the map of the City (Fresh Pond Junction), Borough of Queens, and over and across the intersecting highways between said points, such certificate to contain a provision that the acceptance thereof by the Railway Companies shall not be construed as a waiver or surrender of any legal right, privilege, consent or franchise vested in the Railway Companies prior to the acceptance of said certificate; and

Whereas, By a modifying certificate bearing even date herewith the certificate granted under date of February 14, 1907, by the Board of Rapid Transit Railroad Commissioners for The City of New York to New York Connecting Railroad Company has been modified so as to change the terminus of the route thereby authorized from a point over the northeasterly side of Knickerbocker avenue to a point in the Borough of Queens forty-three (43) feet southerly from the centre line of Fremont street, as indicated as proposed on the map of the City, known as Fresh Pond Junction, thus omitting from the said route of New York Connecting Railroad Company the portion thereof between such Fresh Pond Junction and the point over the northeasterly side of Knickerbocker avenue; and

Whereas, In the judgment of the Commission the abandonment by the New York Connecting Railroad Company, as aforesaid, makes it necessary for the public interest that authority should be conferred upon the Railway Companies to construct, complete, maintain and operate said connecting tracks between the points covered by the said application of the Railway Companies; and

Whereas, The Commission has fixed and determined the route of said connecting tracks and has prescribed such terms and requirements as to the Commission appear to be just and proper for the grant hereby made to the Railway Companies, including the terms, conditions and requirements provided by the Rapid Transit Act, and has included in them a provision that the Railway Companies shall from the date hereof annually pay to the City the sum or rental for certain periods of years hereinafter mentioned, and also providing for a readjustment of the amount of such sum or rental at the expiration of such period and at intervals thereafter of twenty-five years.

Now, therefore, without conceding or admitting any valid right to the maintenance of the existing double-track railroad, as shown by dashed black lines on the map and profile hereto attached, the Commission has authorized and does hereby authorize, pursuant to Section 23 of the Rapid Transit Act, but subject, however, to the approval of the Board of Estimate and subject to the terms, conditions and requirements hereinafter set forth, the Railway Companies as follows:

1. To lay down, construct and operate certain connecting tracks on the route hereinafter named, to wit:

The centre line of which route is as follows: "Beginning at a point in the Borough of Brooklyn over the northeasterly side of Knickerbocker avenue and distant not more than one hundred and fifty-eight (158) feet or less than one hundred and twenty-eight (128) feet southeasterly from the southeasterly side of Moffat street, measured along the northeasterly side of Knickerbocker avenue, as now laid out or extending southeasterly from Moffat street; running thence in a northeasterly direction into the Borough of Queens and crossing over Cooper Street, at or near its intersection with Wyckoff Avenue as now laid down on the map of the City, to a point on the northeasterly side of Wyckoff Avenue distant not more than two hundred and fifty-nine (259) feet or less than two hundred and twenty-nine (229) feet southeasterly from the southeasterly side of Cooper Place measured along the northeasterly side of Wyckoff Avenue; thence still in a northeasterly direction crossing over Cypress Avenue as now laid down on the map of the City to a point in the northeasterly line thereof distant not more than two hundred and eighty-three (283) feet or less than two hundred and fifty-three (253) feet southeasterly from the southeasterly side of Decatur Street measured along the northeasterly side of Cypress Avenue; thence still northeasterly crossing over Seneca Avenue as now laid down on the map of the City to a point on the northeasterly side of said avenue distant not more than one hundred and ninety (190) feet or less than one hundred and sixty (160) feet southeasterly from the southeasterly side of Decatur Street measured along the northeasterly side of Seneca Avenue; thence still northeasterly crossing over Forest Avenue as now laid down on the map of the City to a point on the northeasterly side of said avenue distant not more than one hundred and seventy-one (171) feet or less than one hundred and forty-one (141) feet southeasterly from the southeasterly side of Decatur Street measured along the northeasterly side of Forest Avenue; thence northeasterly and crossing over Myrtle Avenue as now laid down on the map of the City to a point on the northerly side thereof distant not more than one hundred and seventy-two (172) feet or less than one hundred and forty-two (142) feet from the westerly side of Fresh Pond Road as now laid down on the map of the City measured along the northerly side of Myrtle Avenue; thence still in a northeasterly direction crossing over Kossuth Place as indicated as proposed on the map of the City to a point on the northeasterly side thereof distant not more than eighty-five (85) feet or less than fifty-five (55) feet from the southeasterly side of Shaler Street as now laid down on the map of the City and measured along the northeasterly side of Kossuth Place as indicated as proposed on the map of the City; thence still northeasterly to a point distant forty-three (43) feet southwesterly from the center line of Fremont Street as indicated as proposed on the map of the City and distant not more than one hundred and five (105) feet or less than seventy-five (75) feet southeasterly from the southeasterly side of Shaler Street as now laid down on the map of the City and measured parallel with the center line of Fremont Street as indicated as proposed on the map of the City. The said last mentioned point being also a point in the center line of the New York Connecting Railroad Company. The center line above described is the center line of four tracks to be constructed from a point over the northeasterly line of Knickerbocker Avenue aforesaid in the Borough of Brooklyn to a point about five hundred and thirty (530) feet northeasterly therefrom, being the point in the southern limit of the route of the Long Island City and Manhattan Beach Railroad in the Borough of Queens, and also between a point over the northeasterly side of Kossuth Place as indicated as proposed on the map of the City aforesaid to a point forty-three (43) feet southwesterly from the center line of Fremont Street as indicated as proposed on the map of the City aforesaid. Between the point in the southerly limit of the route of the Long Island City and Manhattan Beach Railroad and the point over the northeasterly side of Kossuth Place as indicated as proposed on the map of the City the two additional tracks included in this certificate are on the southeasterly side of the said center line above described.

The said connecting tracks being illustratively shown by full red lines upon the map and profile hereto attached, which map and profile are to be deemed a part of this franchise and to be construed with the text hereof, and are to be substantially followed, provided that deviations therefrom which are not inconsistent with the foregoing description and the other provisions of this franchise may be permitted by the Commission, provided that the entire structure of the said connecting tracks, including cuttings and embankments, shall not, over or under any street or road now laid out and open or to be hereafter laid out and opened, exceed one hundred (100) feet in width where four tracks are to be constructed or fifty (50) feet in width where two tracks are to be constructed, measured at right angles to the center lines of said four or two tracks as the case may be and as shown upon the map and profile hereto attached; provided further that this provision shall not limit the right of the Railway Companies in the use of lands owned by or which shall be owned by them.

2. To run upon the said connecting tracks locomotives, motors, cars and carriages, for the transportation of persons and property and to use thereon and in connection therewith all suitable appliances.

3. To maintain and operate under or over the route of the said connecting tracks, including all streets which shall be intersected by said connecting tracks, or over or under which any part of the route thereof as herinabove described shall run telegraph wires and wires, cables, conduits, ducts and ways for the distribution of power, heat and light, and other appurtenances for use of the railroad of the Railway Companies but for no other purposes.

Nothing herein contained shall be deemed to give any right to construct or operate a railroad upon the surface of any street in New York.

The rights hereinbefore granted to maintain and operate the connecting tracks hereby authorized upon the route hereinabove described or necessary or convenient for that purpose, shall be held by the Railway Companies in perpetuity except as may be herein otherwise expressly provided.

The acceptance of this certificate shall not be construed as a waiver or surrender of any legal right, privilege, consent or franchise vested in the Railway Companies prior to the acceptance of this certificate.

But this authorization, including all the rights and privileges hereby granted, is subject to certain terms, conditions and requirements which appear to the Commission to be just and proper and as so subject, is hereinafter called the franchise hereby granted.

The following further terms, conditions and requirements are accordingly hereby prescribed as follows, to wit:

I.

This certificate will be executed by the Commission in four identical originals, so proved as to be entitled to be recorded in the office of the Register or County Clerk of each of the Counties of Kings and Queens, and to be filed in the office of the Secretary of State of the State of New York, all of which will be delivered by the Commission to the President, Vice-President, Secretary or Treasurer of The New York, Brooklyn and Manhattan Beach Railway Company. The franchise hereby granted shall be inoperative, and this certificate shall be void, unless within thirty days after such delivery or such further period not exceeding three months as shall be prescribed in writing by the Commission, the Railway Companies shall have procured three of the said identical originals to be returned to the Commission, each of them having an acceptance of the franchise and all the terms, conditions and requirements thereof subscribed at the foot thereof by each of the Railway Companies, such acceptance being so proved as to entitle to be recorded and filed as aforesaid.

II.

The franchise hereby granted shall, if the Commission shall so determine, become void unless within three calendar months after the time of the delivery to the Commission of the acceptance of this certificate by the Railway Companies, the Companies shall, in due and lawful form, obtain or receive the approval hereto of the Board of Estimate and also obtain or receive the consent of the Board of Estimate or other local authority having the control of the streets, across and over or under which it is proposed to construct the connecting tracks hereby authorized, and of the other property of the City upon, under or over which such connecting tracks are to be constructed, together with the approval thereto of the Mayor of the City.

The franchise hereby granted shall, if the Commission so determine, become void unless within six calendar months from the time of the acceptance of this certificate by the Railway Companies, the Railway Companies shall, in due and lawful form, obtain or receive, so far as may be necessary, and, if and when obtained, file in the office of the Commission, the consent of the owners of one-half in value of the property bounded on the portions of streets over which the connecting tracks hereby authorized or any part of the route thereof runs, to the construction and operation of the connecting tracks hereby authorized or such part thereof, or, in case such consent of such property owners cannot, where necessary, be so obtained, then the determination of commissioners to be appointed pursuant to law by the Appellate Division of the Supreme Court in the Second Department that the connecting tracks hereby authorized or such portion thereof ought to be constructed and operated, the said determination of such commissioners, when confirmed by the Appellate Division which shall have appointed such commissioners, to be taken in lieu of such consent of the property owners, provided, however, and it is expressly stipulated, that the Commission shall have power, upon reasonable cause shown, to extend by written certificate the period hereinabove in this article prescribed.

III.

The Railway Companies shall begin or continue the construction of the connecting tracks hereby authorized within three months after it shall have obtained the necessary consents aforesaid and shall complete the construction thereof and begin operation thereover within five months after such construction shall be begun or continued but in no event later than December 31, 1917.

In case the Railway Companies, within the period of three months after they shall have obtained the consents necessary as aforesaid, shall not have begun or continued the actual construction of the connecting tracks hereby authorized, or if, not having begun or continued such construction, they shall suspend the same prior to the completion thereof for a period exceeding three months, or if they shall not complete such construction and begin the operation of the connecting tracks hereby authorized within the said period of five months, then and in that case, the Commission, upon a written notice to be delivered to the Railway Companies, may annul the franchise hereby granted as to any part of the connecting tracks hereby authorized not then completed and in operation and the same shall thereupon cease and determine; Provided, that the Commission shall have the power, upon reasonable cause shown, to extend by written order any of the periods in this article prescribed; but Provided, further, however, that such extension or extensions shall not in all exceed five months. Additional time shall be allowed by way of extension after any period for such commencement or continuance of construction or for the completion thereof, or for the commencement of operation of the connecting tracks hereby authorized equal to the total period of delay caused by injunction or by necessary proceedings for condemnation of real estate, easements or other property, so far as such proceedings shall necessarily prevent the Railway Companies from prosecuting such construction, but no delay to be so allowed for unless, during the same, such proceedings shall be diligently prosecuted by or for the Railway Companies. In no case shall such delay be deemed to begin until the Railway Companies shall have given written notice to the Commission of the injunction or other occasion of delay and deliver to the Commission notice of the injunction or other order or orders causing such delay and of such of the papers upon which the same shall have been granted as shall have been served upon the Railway Companies, and unless, upon the request of the Commission, the Railway Com-

panies shall in writing consent that the Commission, either in its own name as a party or in the name of the City as a party, may intervene in any such injunction proceedings or other suit or proceeding. In the event of annulment of any part of the franchise hereby granted as provided in this article the Railway Companies shall have no right to any return of payments which they shall have made to the City by way of rental or otherwise.

IV.

The Railway Companies shall make annual payments to the City as follows; these payments to be over and above all taxes levied upon the property of the Railway Companies.

The Railway Companies shall pay to the City for the right to construct, maintain and operate the connecting tracks hereby authorized across streets the following compensation or rental, to wit: the sum of three thousand, five hundred seventy-five and no/100 dollars ($3575) per annum, the said payments to begin on the date hereof and to end on the 20th day of July, 1922 and seven thousand, one hundred fifty and no/100 dollars ($7150) per annum during the period beginning on the 20th day of July, 1922 and ending on the 20th day of July, 1937.

All such payments shall be made to the Comptroller in equal payments at the end of each quarter year on the first days of January, April, July and October in each year.

The annual amounts to be paid by the Railway Companies as aforesaid, shall be readjusted on July 20, 1937 and shall thereafter be readjusted at intervals of twenty-five (25) years. The said amounts to be paid by the Railway Companies at the end of the first period and at the end of each successive period of twenty-five (25) years shall be determined as follows, to wit: Each such determination shall be had upon the application of either the Railway Companies or the Commission or any authority which shall be authorized by law to act for the City in place of the Commission. Such application shall be made at any time not earlier than two years and not later than one year before July 20, 1937, or before the expiration of the preceding period of twenty-five (25) years. The determination shall be sufficient if agreed to in writing by the Railway Companies and the Commission or such other authority in its place, with the approval of the Board of Estimate. If the Railway Companies and the Commission or such other authority in its place for the City, with the approval of the Board of Estimate shall not reach such agreement on or before the day one year before July 20, 1937 or the expiration of such preceding twenty-five (25) years period, then the rate of compensation for such succeeding twenty-five years period shall be reasonable; and either the City (by the Commission or any such other authority in its place, with such approval of the Board of Estimate) or the Railway Companies shall be bound, upon request of the other, to enter into a written agreement with such other fixing the rate of such compensation at such amount as shall be reasonable; and if the parties shall not forthwith agree upon what is reasonable, then they shall enter into a written agreement fixing such rate at such amount as shall be determined by the Supreme Court of the State of New York in the Second Judicial Department; and either party may in such case apply to the said Court to fix such rate. The determination of the Appellate Division of the Supreme Court, in case an appeal is taken by either party, shall be the decision of the Supreme Court herein intended. If, in any case, the rate shall not be fixed prior to the commencement of such succeeding twenty-five years period, then the Railway Companies shall pay the rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of the excess of the rate then determined over the previous rate. Provided, however, anything herein contained to the contrary notwithstanding, that no such readjusted amount shall be less than an amount which shall bear the same proportion to the amount, exclusive of the rental charges for the occupation of land owned by the City on Wards and Randalls Islands, to be paid by New York Connecting Railroad Company at the end of the first period of twenty-five (25) years and at the end of each corresponding successive period of twenty-five (25) years for the rights granted by the said certificate of February 14, 1907 as the sum of three thousand, five hundred and seventy-five dollars ($3575) bears to the sum of twenty-seven thousand, five hundred dollars ($27,500); the intent and meaning of this certificate being that the compensation to be paid to the City as provided in the certificate granted to New York Connecting Railroad Company under date of February 14, 1907 shall not be lessened or diminished in any respect by the making of the said modifying certificate or by this certificate. Nothing herein contained shall be deemed to determine or affect the basis of any such readjustment of amounts to be paid except as herein expressly stated, it being intended that such basis shall, except as so stated, be completely open to either the City or the Railway Company whenever any such readjustment is to be made, except that no such readjustment amount shall be less than the greatest corresponding amount specifically provided herein.

The Commission shall certify to the Comptroller the date from which the payments herein provided for shall respectively be computed.

V

The connecting tracks hereby authorized wherever the same shall intersect any street shall be constructed above or below the grade thereof.

In case it shall be necessary to raise or depress the grade of any street so as to pass over or under the connecting tracks hereby authorized, the maximum grade of such street in approaching the connecting tracks hereby authorized from either side shall not exceed four (4) per centum.

All streets in any way disturbed by the construction of the connecting tracks hereby authorized shall be restored to their original condition at the expense of the Railway Companies. In case of failure on the part of the Railway Companies to restore any such street to its original condition within a reasonable period, the City shall have the right under a resolution of the Commission to cause the work to be done after ten (10) days' notice to the Railway Companies, and the Railway Companies shall pay the reasonable cost of such work, including the materials therefor.

Viaducts or bridges over streets shall have a vertical clearance of not less than fourteen (14) feet for each of the streets at the following four crossings, to wit: Cooper Avenue and Wyckoff Avenue, Cypress Avenue, Myrtle Avenue, Fresh Pond Road, otherwise known as Cypress Hill Road.

Any superstructure of the connecting tracks hereby authorized crossing a street and having a length of seventy-five (75) feet or less, shall be constructed in a single span. If more than seventy-five (75) feet in length, intermediate columns to support the structure may be placed in the street if and when the same shall be duly approved by the Commission and any necessary local authority.

All structures across streets shall be floored throughout and shall be water tight. The roadbed of the connecting tracks hereby authorized shall be ballasted throughout its entire length with a sufficient quantity of either blast furnace slag or broken trap rock of a hard and durable quality, and no dirt, sand, gravel or cinders shall be used in such ballast.

All abutments or foundations for bridges or viaducts crossing a street (except intermediate supports for bridges or viaducts as hereinbefore provided), and all stations or abutments or foundations therefor, shall be placed on land of the Railway Companies, except that foundations for such abutments may extend a distance not exceeding one (1) foot within the street lines, but below the grade of such street so as not to interfere therewith.

The entire right of way of the connecting tracks hereby authorized, except at stations shall be fenced throughout.

The Railway Companies shall, at their own expense, light the space beneath all superstructures for the connecting tracks hereby authorized, which it shall erect across streets and the approaches to stations in a manner which shall be satisfactory to the Board of Estimate.

Any necessary alteration which shall be required to the sewerage or drainage system or to any sub-surface structures (including pipes, wires and other conduits) laid in the roads, streets or avenues, on account of the construction or operation of the connecting tracks hereby authorized, shall be made at the sole cost of the Railway Companies, and in such manner as the proper City officials may require, provided, however, that, if the Railway Companies shall claim any such requirement to be unreasonable and refuse to conform to the same, then the City or its proper officer or officers may make application to the Supreme Court in the First or Second Judicial Department for an order or judgment directing the Railway Companies to provide such cost, whereupon the Supreme Court may grant such order or judgment to the extent that such alteration shall be rendered directly necessary by the construction or operation of the connecting tracks hereby authorized, but not to any extent caused or necessitated by the imperfect or insufficient character or condition of such drainage system or sub-surface structures.

The Railway Companies shall in the course of their construction of the connecting tracks hereby authorized and at their own expense, maintain and care for all underground and overground structures (including pipes, wires and other conduits) not on the property of the Railway Companies, but which shall be in the route or directly interfered with by the construction of the connecting tracks hereby authorized; and any such necessary interference with underground or overground structures shall be subject to reasonable regulation by the department, if any, of the government of the City in control or charge thereof.

No part of the connecting tracks hereby authorized, or stations or other appurtenances thereof shall be used for advertising purposes, except that the Railway Companies may use the structure for posting necessary information for the public relative to the running of trains and to the operation of the connecting tracks hereby authorized; nor shall any trade, traffic or occupation, other than required for the operation of the connecting tracks hereby authorized, be permitted thereon or in the stations thereof, except such sale of newspapers and periodicals as may, from time to time, always with the right of revocation, be permitted by the Commission.

The Railway Companies shall observe all reasonable regulations which shall be prescribed by any lawful authority tending to prevent the throwing, deposit or dropping of noxious or offensive objects, substances or things from the portion of the connecting tracks hereby authorized crossing streets or other public property.

The Railway Companies shall make good to the City all damage which shall be done to the property of the City by the construction and operation of the connecting tracks hereby authorized, and shall make good to every owner of property abutting upon the connecting tracks hereby authorized, or which shall be injured by the work of construction or by operation thereof, all damage which shall be done to such abutting or injured property through any fault or negligence of the Railway Companies or any successor thereof, or of any contractor, sub-contractor or other person, in the course of any employment upon the construction or operation of the connecting tracks hereby authorized or any part thereof. The Railway Companies shall save harmless the City of and from all claims made against the City by reason of any act or proceeding of the Railway Companies hereunder.

The cost of all changes caused by the construction of the connecting tracks hereby authorized in the grades of streets now open and in use, including the damages to property owners caused by such changes of grade, shall be paid by the Railway Companies.

The Railway Companies shall keep the structure of the connecting tracks hereby authorized in good order, and where the same crosses public property it shall have such access thereto as may be reasonably necessary in order to maintain and repair the same.

All plans for, and the method of doing the work, including necessary interferences with streets or other public property during construction, and including also the mode of installing telegraph wires and wires, cables, conduits, ducts and ways for the distribution of power, heat or light and other appurtenances of the connecting tracks hereby authorized shall, from time to time, be subject to the approval of the Commission which shall be given when reasonably requested. All necessary permits for work upon streets or other public property and other departmental permits, so far as any shall be necessary, shall be respectively granted by the presidents of the proper boroughs or other officers, as provided by law.

The Railway Companies shall, before they shall be entitled to proceed with their erection, submit the plans for passenger stations to the Municipal Art Commission of the City and secure thereto the approval of such Commission, unless the Mayor, the Board of Estimate and the Commission shall consent to dispense with such approval.

The Railway Companies shall have the right to locate, construct, maintain and operate terminal or other yards, stations and all tracks for storage of cars, but only at such point or place, and including such rights to occupation of land under streets or of spaces over streets, as shall first be approved by the Board of Estimate.

VI.

The motive power to be used upon the connecting tracks hereby authorized shall be steam, with the right to the Railway Companies to substitute electricity therefor; but any other motive power may at any time hereafter be substituted for steam or electricity upon the consent of the Commission and the Railway Companies.

If the Railway Companies shall use steam and if, by reason of increased density of population along the line of the connecting tracks hereby authorized, such use of steam shall constitute a nuisance or be dangerous to the residents along the route, or materially depreciate the value of property along the route, then the Commission may notify the Railway Companies that the public interests require a change to electricity or such other motive power not less convenient to the public, as may be prescribed by the Commission and approved by the Railway Companies, and that the Commission accordingly requires the change to be made within a time to be specified in such notice, not less than three (3) years thereafter.

The Railway Companies shall thereupon within ninety (90) days notify the Commission whether it will change its motive power as required by the Commission.

If the Railway Companies refuse to make such change or neglect to notify the Commission within the time above specified, the Commission may thereupon apply to the Supreme Court of the State of New York for a writ of mandamus or other proper remedy to compel the required change to be made. The only issues upon such application shall be whether the use of steam by the Railway Companies does in fact constitute a nuisance or is dangerous to the residents along the route, or does materially depreciate the value of property along the route to such an extent that the public necessity for the change of motive power by reason thereof is such that the Railway Companies should make the change. In case the Supreme Court upon such proceeding shall decide against the Railway Companies upon any of the said issues, then within a period of not less than three (3) years, to be fixed by the Court, the Railway Companies shall change its motive power to electricity or to such other motive power as the Commission may have prescribed.

The provision above made for change of motive power shall be in addition and without prejudice to any and all provisions now or hereafter made by statute or otherwise for change of motive power and the Commission may adopt the procedure above outlined or such other procedure may be adopted or followed as may now or hereafter be provided by statute or otherwise.

VII.

The Railway Companies shall themselves bear the entire cost of preserving the streets already opened across the connecting tracks hereby authorized and the two existing tracks from injury or interference with the traffic thereof or with the lawful public use thereof, by the construction or operation of the connecting tracks hereby authorized and the two existing tracks under or over the same.

The City shall have the right to open across the connecting tracks hereby authorized and the two existing tracks any of the streets hereinbefore named which have not already been lawfully opened, and also the right to open across the connecting tracks hereby authorized and the two existing tracks any new streets whatever. The Railway Companies shall give their consent to such opening and shall convey to the City free of encumbrance and without charge all such land lying within their right of way as may be required for such streets (subject only to the Companies' easement) whenever the Board of Estimate shall certify that a public necessity exists therefor; provided, however, and it is expressly agreed that if the Railway Companies

shall deny that a public necessity does, in fact, exist, it may raise an issue as to the existence of such necessity either in the City's proceedings to acquire title to such street or in some other proper action or proceeding, and, if the Supreme Court shall not decide that such public necessity does exist, then, and in every such case the Railway Companies shall not be required to consent to such street opening or to convey without charge the use of the land required for such street, as above provided. The determination of the Appellate Division of the Suprece Court, in case an appeal is taken by either party, shall be the decision of the Supreme Court herein intended.

In every case in which, by this article, the Railway Companies shall be required to convey the land for the purpose of opening a street, the Railway Companies shall also bear and pay the cost of regulating, grading and paving the street so opened within such right of way. The cost of regulating, grading and paving streets within the meaning of this article shall be deemed to include: (a) the cost of actual construction within the limits of the right of way of the connecting tracks hereby authorized and the two existing tracks; (b) the cost of bridges within the lines of such streets and the abutments thereof and supports therefor, whether such bridges be used to carry the connecting tracks hereby authorized and the two existing tracks over streets or to carry streets over the connecting tracks hereby authorized and the two existing tracks; (c) the cost of raising or depressing the grade of any such streets so as to enable them to pass under or over the said route, and (d) the damages, if any, payable to abutting property owners in consequence of such raising or depressing the grade.

In case any of the streets opened or to be opened as aforesaid, and crossed by the connecting tracks hereby authorized and the two existing tracks above grade, are widened after the Railway Companies have completed the connecting tracks hereby authorized, and such widening requires the alteration of the superstructure of the connecting tracks hereby authorized and the two existing tracks, the Railway Companies and the City shall each pay one-half of the cost of such alteration.

Nothing in this article contained shall be construed as restricting or impairing in any way the power of the City to open any new streets whatever across the route or the yards or terminals of the Railway Companies without the consent of the Railway Companies in such manner and by means of such legal proceedings as may from time to time be authorized by the statutes of the State of New York; but in all such cases where the consent of the Railway Companies is not secured as above provided, the Railway Companies shall be entitled to due hearing by any court of competent jurisdiction, and the City shall pay to the Railway Companies all such amounts as may be awarded to it by any such court in any such legal proceedings, and shall pay all other expenses of opening any such new streets last mentioned, and the cost of regulating, grading and paving same, as may be required by law.

VIII.

The connecting tracks hereby authorized shall be diligently and skillfully operated, with due regard to the convenience of the traveling public, so long as the franchise hereby granted shall be in force.

IX.

This franchise is granted upon the express condition that the Railway Companies, within sixty (60) days after the date on which this franchise is approved by the Mayor, or such other period as shall be prescribed by the Commission, and before anything is done in exercise of the rights conferred hereby, shall file with the Comptroller a bond in the penal sum of twenty-five thousand dollars ($25,000), in a form to be approved by the Commission. Such bond shall be executed by the Railway Companies and by sureties approved by the Commission. The Railway Companies may, at their option, in lieu of such bond, deposit with the Comptroller the sum of twenty-five thousand dollars ($25,000), either in money or securities approved by the Commission. The said bond and the money, or securities deposited in lieu thereof, shall be security for the performance by the Railway Companies of all the terms and conditions of the franchise hereby granted, especially those terms and conditions which relate to the annual payments to be made to the City, as hereinbefore provided.

The City shall also have a lien upon the franchise and real property of the connecting tracks hereby authorized to secure the payment of such annual compensation and for the performance of all the other obligations by the Railway Companies hereunder, including the obligation to make good to the City damage in the cases and as prescribed in Article V hereof. In case of any failure to make such payments as herein prescribed, the lien aforesaid may be enforced by the Commission or by any authority which shall be authorized to act for the City in place of the Commission, either by entry, foreclosure or other proper proceeding, and by sale of such franchise and real property.

The Commission may, in its own name or in the name and behalf of the City, bring action for specific performance, or may apply, by mandamus or other proper action or legal proceeding, to compel the performance by the Railway Companies of the duties and obligations hereby imposed upon the Railway Companies, or any of them. And the Commission may, in behalf or in the name of the City, bring actions or proceedings to the enforcement hereof, or to enforce the said lien of the City, or to enforce any part of this contract in the manner provided by section nine (9) of the Rapid Transit Act, or any other proper action or proceeding.

X.

The grant of this franchise shall not affect in any way the right of the City to grant rights or franchises or to enter into contracts to or with any other person or corporation for constructing or operating and maintaining any railroad or railroads which shall not physically interfere with the structure, maintenance or operation of the connecting tracks hereby authorized, as herein authorized.

The Railway Companies will not at any time oppose, but shall at any time, upon the request of the Commission or of the Board of Estimate, consent to the construction of any bridge or bridges or of any rapid transit or street railroad or otherwise duly authorized over, along, under or across any portion of any of the streets to be occupied by the connecting tracks hereby authorized, where such bridges or railroads do not physically interfere with the structure, maintenance and operation of the connecting tracks hereby authorized, as herein authorized.

XI.

The City, the Commission and all duly authorized representatives of the City, shall have the right, at all reasonable times, as well during construction as afterwards, to inspect the connecting tracks hereby authorized and any part thereof, and to enter thereon when necessary for the examination, supervision or care of any property of the City or of abutting property owners or for any proper purpose. Nothing in this certificate shall be deemed to diminish or affect the sanitary or police jurisdiction which the public authorities shall lawfully have over property in the City.

XII.

The Railway Companies shall have the right to grant, convey, mortgage, assign or transfer the franchise hereby granted, provided, however, that every grantee, assignee, or transferee thereof, not including, however, a mortgagee or mere lienor, but including any purchaser upon foreclosure of or under or by virtue of any provision of any mortgage or lien, shall be a corporation subject to the laws of the State of New York, and shall, upon accepting the grant, assignment or transfer, and before such grant, assignment or transfer shall be valid, assume and agree to perform all of the obligations which by the provisions hereof are assumed by the Railway Companies, and that no such grant, conveyance, assignment or transfer shall relieve the Railway Companies of their obligations hereunder. Such obligations shall be deemed to include all obligations for damages or otherwise and whether such obligations shall have been reduced to judgment or not.

The annual payments hereinbefore provided for shall not be affected by any clause in any statute heretofore or hereafter enacted, or in the charter of any railroad company heretofore or hereafter incorporated, which may provide for like or corresponding rentals or payments for railroad rights or franchise at any different rate; and every such grant, assignment or transfer as aforesaid shall expressly provide that the grantee, assignee or transferee assumes and agrees to pay the amounts hereinbefore provided for and waives any more favorable conditions created by any statute or charter, and agrees that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this grant.

XIII.

If, at any time, the powers of the Commission or any other of the authorities or courts herein mentioned or intended to be mentioned shall be transferred by law to any other board, authority, officer or officers, court or courts, then and in such case such other board, authority, officer or officers, court or courts, shall have all the powers, rights and duties herein reserved to or prescribed for the Commission or other authorities, officer or officers, court or courts.

XIV

The word "street," or the plural thereof, wherever used in this certificate, shall be deemed to include all that is included in the words "street," "avenue," "road," "alley," "lane," "highway" and "boulevard," or the plurals thereof, respectively.

The word "notice," wherever used in this certificate, shall be deemed to mean a written notice. Every such notice to be served upon the Railway Companies shall be delivered at such office in the City, as shall have been designated by the Railway Companies, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Railway Companies at the City of New York. Delivery or mailing of such notice as and when above provided shall be equivalent to direct personal notice, and shall be deemed to have been given at the time of delivery or mailing.

XV

No modification of any of the terms or conditions of this grant shall be valid unless embodied in a formal modifying certificate duly adopted by the Commission and approved by the Board of Estimate.

In witness whereof this certificate has been prepared by the Public Service Commission for the First District, and is now attested by its seal and by the signature of its Chairman, who is its presiding officer, and by the signature of its Secretary, this 7th day of June, 1915.

THE PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by EDWARD E. McCALL, Chairman.

Attest: TRAVIS H. WHITNEY, Secretary.

(Seal.)

State of New York, County of New York, ss.:

On the 7th day of June, 1915, before me personally appeared Edward E. McCall and Travis H. Whitney, to me known and known to me to be the said Edward E. McCall, the chairman, and the said Travis H. Whitney, the secretary of the Public Service Commission for the First District; and the said Edward E. McCall and Travis H. Whitney being by me duly sworn, did depose and say, each for himself and not one for the other, the said Edward E. McCall that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the County of Kings, City and State of New York, that he is the secretary of the said Commission and that he subscribed his name thereto by like authority; and both the said Edward E. McCall and Travis H. Whitney that they know the seal of the said Commission and that the same was affixed to the foregoing instrument by the authority of the said Commission and of a resolution duly adopted by the same.

WILLIAM G. FULLEN, Notary Public, Kings Co. Cert. filed in N. Y. Co.

Acceptance.

The New York, Brooklyn and Manhattan Beach Railway Company and The Long Island Railroad Company hereby accept the foregoing certificate and all the terms, conditions and requirements thereof.

Dated, New York, June 12, 1915.

THE NEW YORK, BROOKLYN AND MANHATTAN BEACH RAILWAY COMPANY, By RALPH PETERS, President.

(Seal.)

Attest: FRANK E. HAFF, Secretary.

THE LONG ISLAND RAILROAD COMPANY, By RALPH PETERS, President.

(Seal.)

Attest: FRANK E. HAFF, Secretary.

State of New York, County of New York, ss.:

On this 12th day of June, 1915, before me personally appeared Ralph Peters, to me known, who, being by me first duly sworn, did depose and say: That he resides in Garden City, in the State of New York; that he is the President of The New York, Brooklyn and Manhattan Beach Railway Company, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said company; that one of the seals affixed to said contract is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said Company, and that he signed his name thereto by like authority.

HARRY K. HOWLAND, Notary Public, Queens County, No. 226; certificate filed New York County, No. 46; term expires March 30, 1916.

(Seal.)

State of New York, County of New York, ss.:

On this 12th day of June, 1915, before me personally appeared Ralph Peters, to me known, who, being by me first duly sworn, did depose and say: That he resides in Garden City, in the State of New York; that he is the President of The Long Island Railroad Company, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said company; that one of the seals affixed to said contract is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said Company, and that he signed his name thereto by like authority.

HARRY K. HOWLAND, Notary Public, Queens County, No. 226; certificate filed New York County, No. 46; term expires March 30, 1916.

(Seal.)

—now, therefore, be it

Resolved, That the Board of Estimate and Apportionment of The City of New York, by a majority vote, according to the number of votes by law pertaining to each member of the Board, hereby approves of the certificate and the franchise and grant therein contained, and consents to the construction, maintenance and operation of such railroad or railroads in accordance therewith.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

FIXING ROADWAY AND SIDEWALK WIDTHS.

Borough of Queens.

Hughes Street, from Anthon Avenue to Buchman Avenue, Borough of Queens—Fixing Roadway Width (Cal. No. 19).

The Secretary presented a communication dated May 25, 1915, from the Secretary to the President of the Borough of Queens, requesting that the roadway width of Hughes street, from Anthon avenue to Buchman avenue, be fixed at 26 feet; and the following report of the Chief Engineer:

Report No. 14825. July 21st, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Queens, bearing date of May 25th, 1915, requesting on behalf of the President that the roadway width of Hughes street from Anthon avenue to Buchman avenue be fixed at 26 feet. The Board is advised that such treatment is desired in order to legalize existing conditions.

This street has been laid out upon the City Map to have a width of 50.04 feet

and between the limits named has a length of one block or a little more than 500 feet. Under the general rule the roadway should be 30 feet wide.

An inspection of the ground shows that the street is paved with a 26-foot roadway, and as the street is not of an important character there would seem to be no reason why the request of the Borough President should not be granted.

I would accordingly recommend the adoption of a resolution fixing the roadway width of Hughes street from Anthon avenue to Buchman avenue at 26 feet, the roadway to be centrally located. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, By the Board of Estimate and Apportionment, that the width of the roadway of Hughes street, from Anthon avenue to Buchman avenue, Borough of Queens, is hereby established at 26 feet, said roadway to be centrally located.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

APPROVAL OF MAPS AND PLANS.

Rule, Damage and Profile Maps.

Borough of The Bronx.

Rhinelander Avenue, from Cruger Avenue to Stillwell Avenue, Borough of The Bronx—Rule and Damage Maps in Proceeding for Acquiring Title (Cal. No. 20).

The Secretary presented a communication dated July 20, 1915, from the Commissioner of Public Works, Borough of The Bronx, transmitting rule and damage maps; and the following report of the Chief Engineer:

Report No. 14856. July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor; Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of July 20, 1915, presenting for consideration the rule map and damage map in the proceeding for acquiring title to Rhinelander Avenue, from Cruger Avenue to Stillwell Avenue.

This proceeding was instituted by the Board of Estimate and Apportionment on February 5, 1915, and in order to make it clearly fall within the purview of the new Street Opening Law, it was reinstituted on July 1, 1915.

The maps now presented correspond in dimensions with the plan under which the street was laid out, and indicate that the proceeding affects an area of 562,798.44 square feet. Of this area 3,750 square feet has been acquired under a formal opening proceeding relating to Holland Avenue; 128,547.57 square feet has been ceded to the City by the property owners; and 29,912.04 square feet is included in other opening proceedings now in progress affecting some of the intersecting streets; leaving a net areea of 400,588.83 square feet to be acquired under the new proceeding. The street is in use between Matthews Avenue and the Williamsbridge Road and for a short section adjoining the Eastchester Road on the east, but with the exception of the section west of Matthews Avenue, the area traversed is almost entirely unimproved. Twenty-four buildings encroach upon the land to be acquired. A portion of the street is shown on maps filed by the property owners between September 9, 1893, and May 28, 1913.

I would recommend the approval of the maps and that, after certification, they be forwarded to the Corporation Counsel. Respectfully,

NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the rule map and damage map, submitted by the President of the Borough of The Bronx, to be used by the Commissioners of Estimate and Assessment in the proceeding authorized by said Board on July 1, 1915, for acquiring title to Rhinelander avenue, from Cruger avenue to Stillwell avenue, Borough of The Bronx.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Riverdale Avenue, from Its Junction with Spuyten Duyvil Road at a Point Near West 231st Street to the Northerly Boundary Line of The City of New York, Borough of The Bronx—Rule and Damage Maps in Proceeding for Acquiring Title; Authority to File Preliminary Abstract of Damages (Cal. No. 21).

The Secretary presented a communication dated July 10, 1915, from the Commissioner of Public Works, Borough of The Bronx, transmitting rule and damage maps; and the following report of the Chief Engineer:

Report No. 14823. July 21, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of July 10, 1915, presenting for consideration the rule map and damage map in the proceeding for acquiring title to Riverdale Avenue from its junction with Spuyten Duyvil Road at a point near West 231st Street to the northerly boundary line of the City of New York.

This proceeding was authorized by the Board of Estimate and Apportionment on December 24, 1913, and in order to make it clearly fall within the purview of the new street opening act was reinstituted on June 25, 1915.

The maps now presented correspond in dimensions with the plan under which the street was laid out and indicate that the proceeding affects an area of 1,087,105.08 square feet. Of this area 7,716.81 square feet has been acquired under formal opening proceedings relating to some of the intersecting streets, and 2,055.3 square feet has been ceded to the City by the property owners, leaving a net area of 1,077,332.97 square feet still to be acquired. Of the net area 721,597.79 square feet was made the subject of an opening proceeding confirmed on July 2, 1866, but at that time an easement only was acquired.

The street is in use at a lesser width through the entire distance, but the area traversed is only slightly improved. Sixteen buildings encroach upon the land needed for the widening. A portion of the street is shown on a map filed by the property owners on March 28, 1913.

I would recommend the approval of the maps, and that after certification they be forwarded to the Corporation Counsel.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the rule map and damage map submitted by the President of the Borough of The Bronx to be used by the Commissioners of Estimate and Assessment in the proceeding authorized by said Board on June 25, 1915, for acquiring title to Riverdale Avenue, from its junction with Spuyten Duyvil Road at a point near West 231st Street, to the northerly boundary line of The City of New York, Borough of The Bronx.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The President of the Borough of The Bronx offered the following:

Whereas, The Board of Estimate and Apportionment of The City of New York, at a meeting of said Board held on the 25th day of June, 1915, authorized a proceeding to acquire title to lands and premises required for opening and extending Riverdale Avenue, from its junction with Spuyten Duvil Road at a point near West 231st Street, to the northerly boundary line of The City of New York, in the Borough of The Bronx, City of New York; and

Whereas, The Board of Estimate and Apportionment at a meeting held on the 25th day of June, 1915, adopted a resolution directing that upon the date on which the oaths of the Commissioners of Estimate to be appointed in the proceeding shall be filed the title in fee to Riverdale Avenue, from West 235th Street to a point 220 feet northerly therefrom, in the Borough of The Bronx, City of New York, shall become vested in The City of New York; be it

Resolved, by the Board of Estimate and Apportionment of The City of New York that the Commissioners of Estimate to be appointed in the aforesaid proceeding be and they are hereby authorized to make up and file a preliminary abstract of their estimate of damages caused by the taking of the lands and premises designated on the damage map in the proceeding as Parcels Damage Nos. 10 and 11, and to ascertain and estimate the compensation to be made therefor and to make a separate report with reference thereto.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Munroe Avenue and Haight Avenue, from Sacket Avenue to Van Nest Avenue, Borough of The Bronx—Rule and Damage Maps in the Proceeding for Acquiring Title (Cal. No. 22).

The Secretary presented a communication, dated July 10, 1915, from the Commissioner of Public Works, Borough of The Bronx, transmitting rule and damage maps; and the following report of the Chief Engineer:

Report No. 14822. July 21st, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of July 10th, 1915, presenting for consideration the rule and damage maps in the proceeding for acquiring title to the following streets:

Munroe avenue from Sacket avenue to Van Nest avenue; Haight avenue from Sacket avenue to Van Nest avenue.

This proceeding was authorized by the Board of Estimate and Apportionment on February 5th, 1915, and in order to clearly make it fall within the purview of the new Street Opening Law was reinstituted on June 25th following.

The maps now presented conform in dimensions with the plan under which the streets were laid out and indicate that the greater portion of the land within the street lines is already ceded to the City by the property owners, the parcels still to be acquired having an aggregate area of 17,838.7 square feet. Of this area 16,429.1 square feet is needed for Munroe avenue, and 1,409.6 square feet for Haight avenue. The streets are not in use and there are no encroachments other than fences.

I would recommend that the maps be approved and that after certification they be forwarded to the Corporation Counsel. Respectfully,

NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves the rule map and damage map submitted by the President of the Borough of The Bronx, to be used by the Commissioners of Estimate and Assessment in the proceeding authorized by said Board on June 25, 1915, for acquiring title to Munroe Avenue, from Sacket Avenue to Van Nest Avenue, and Haight Avenue, from Sacket Avenue to Van Nest Avenue, Borough of The Bronx.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Borough of Queens.

Campion Street from Jamaica Avenue to Archer Street, and Sutphin Road from Hillside Avenue to Jamaica Avenue, and from the Long Island Railroad to Rockaway Boulevard, Together with the Public Park Within the Lines of Sutphin Road at Its Junction with Rockaway Boulevard, Borough of Queens—Section Numbers 1 and 2 of Profile Maps in the Proceeding for Acquiring Title (Cal. No. 23).

The Secretary presented a communication, dated July 12, 1915, from the Secretary to the President of the Borough of Queens, transmitting Sections Nos. 1 and 2 of profile maps; and the following report of the Chief Engineer:

Report No. 14821. July 21st, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Queens, bearing date of July 12th, 1915, presenting for consideration Section No. 1 and Section No. 2 of the profile maps prepared in the proceeding for acquiring title to the following streets: Campion street, from Jamaica Avenue to Archer Street; Sutphin Road, from Hillside Avenue to Jamaica Avenue, and from the southerly property line of the Long Island Railroad to Rockaway Boulevard; together with the public park within the lines of Sutphin Road at its junction with Rockaway Boulevard.

This proceeding was instituted by the Board of Estimate and Apportionment on July 30th, 1914. The rule map was approved on August 27th, 1914, and the Commissioners of Estimate and Assessment filed their oaths on December 30th following. Section No. 1 and Section No. 2 of the damage maps were approved on March 19th of the current year.

The maps now presented relate to all of Campion Street and to that section of Sutphin Road extending from Hillside Avenue to Lambertville Avenue. The maps conform with the requirements of the City Plan and are needed to enable the Commissioners to determine the damage that will be caused to existing buildings through the intended regulating and grading of the street.

I would recommend the approval of the maps, and that after certification they be forwarded to the Corporation Counsel.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves Section No. 1 and Section No. 2 of the profile maps, submitted by the President of the Borough of Queens, to be used by the Commissioners of Estimate and Assessment in the proceeding authorized by said Board on July 30, 1914, for acquiring title to Sutphin Road from Hillside Avenue to Jamaica Avenue, and from the southerly property line of the Long Island Railroad to Rockaway Boulevard; Campion Street from Jamaica Avenue to Archer Street; together with the public park within the lines of Sutphin Road at its intersection with Rockaway Boulevard, Borough of Queens.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Sewerage and Drainage Plans.

Borough of The Bronx.

Sewerage District No. 32-I, Borough of The Bronx—Modification in Drainage Plan (Cal. No. 24).

The Secretary presented a communication, dated December 28, 1914, from the Commissioner of Public Works, Borough of The Bronx, transmitting plan showing the proposed modification; and the following report of the Chief Engineer:

Report No. 14831. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Commissioner of Public Works, Borough of The Bronx, bearing date of December 28, 1914, requesting the approval of a modification in the drainage plan for Sewerage District No. 32-I.

Under the drainage plan heretofore approved and carried out, the territory bounded approximately by East 138th Street, Rider Avenue, East 144th Street, Morris Avenue, East 146th Street and 3rd Avenue is largely dependent upon the use of sewers having a diameter of only 12 inches. Information is presented to show that the flooding of cellars in this territory has been the occasion for a number of com-

plaints, and that the existing sewers are in poor structural condition. It is now proposed to relieve the existing conditions by the construction of a new trunk sewer beginning at East 138th Street and following Rider Avenue, East 139th Street, Morris Avenue, East 143rd Street, College Avenue, and East 145th Street to 3rd Avenue, with a branch in Morris Avenue from East 143rd Street to East 144th Street, the new sewer to have a diameter ranging from 15 inches to 5 feet. It is proposed to outlet this sewer into a large trunk sewer built by the Public Service Commission in East 138th Street, which will provide an adequate outlet for the territory.

The plan, in my judgment, is a proper one and its approval is recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves modified drainage plan showing location, sizes and grades of sewers in Sewerage District No. 32-I, Borough of The Bronx, being the design for sewers in Rider Avenue between East 138th Street and East 139th Street; in East 139th Street between Morris Avenue and Rider Avenue; in Morris Avenue between East 144th Street and East 139th Street; in East 143d Street between Morris Avenue and College Avenue; in College Avenue between East 143d Street and East 145th Street; and in East 145th Street between College Avenue and 3d Avenue, bearing the signature of the President of the Borough, and dated November 6, 1914.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Borough of Queens.

Sewerage District No. 21, Borough of Queens—Modification in Drainage Plan (Cal. No. 25).

The Secretary presented a communication, dated June 16, 1915, from the Secretary to the President of the Borough of Queens, transmitting a plan showing the proposed modification; and the following report of the Chief Engineer:

Report No. 14830. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Queens, bearing date of June 16, 1915, requesting the approval of a modification in the drainage plan of Sewerage District No. 21.

This plan relates to the territory bounded approximately by Putnam Avenue, Buchman Avenue, Silver Street and Forest Avenue. The changes are designed to legalize sewers already built under private contract and to correspondingly adjust the plan for lateral sewers not yet constructed. The modifications are of a minor character and do not involve any essential change in drainage capacity.

I see no reason why the map should not be approved, and would recommend such action. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves modified drainage plan for Sewerage District No. 21, Borough of Queens, showing location, sizes and grades of sewers in Anthon Avenue, between Putnam Avenue and Silver Street; in Cornelia Street, between Forest Avenue and Buchman Avenue; and in Hughes Street and Silver Street, between Anthon Avenue and Buchman Avenue, bearing the signature of the President of the Borough, and dated April 14, 1915.

Which was adopted by the following vote:

Affimative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Sewerage District No. 40-C, Borough of Queens—Modification in Drainage Plan (Cal. No. 26).

The Secretary presented a communication, dated June 16, 1915, from the Secretary to the President of the Borough of Queens, transmitting plan showing the proposed modification; and the following report of the Chief Engineer:

Report No. 14816. July 14, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Secretary to the President of the Borough of Queens, bearing date of June 16, 1915, requesting the approval of a modification in the drainage plan for Sewerage District No. 40-C.

This plan relates to the territory bounded approximately by 87th Street (Benedict Avenue), Park Lane South (Ashland Street), 88th Street (Dennington Avenue), 85th Road (Ferriss Avenue), 91st Street (Columbia Avenue), 86th Road (Blackford Street), Woodhaven Avenue, Jamaica Avenue, 88th Street, and 98th Avenue (Syosset Street).

The changes appear to be largely incidental to modifications which have been made in the lines and grades of the streets affected since the date when the original drainage plan was approved, the former changes including the discontinuance of Brandon Avenue through a portion of its length. The remaining changes comprise the substitution of more direct lines of flow for the laterals than were provided under the original plan. The elevations proposed will result in slightly surcharging the Jamaica Avenue sewer during such periods as the outlet in Woodhaven Avenue is flowing at full capacity, but in order to relieve the City from any damage claims which might be presented as a result of this condition, a note has been placed upon the plan carrying with it a warning in this particular.

I see no reason why the plan should not be approved, and would recommend such action. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves modified drainage plan for Sewerage District No. 40-C, Borough of Queens, showing location, sizes and grades of sewers within the territory bounded by 87th Street (Benedict Avenue), Park Lane South (Ashland Street), 88th Street (Dennington Avenue), 85th Road (Ferriss Avenue), 91st Street (Columbia Avenue), 86th Road (Blackford Street), Woodhaven Avenue, Jamaica Avenue, 88th Street and 88th Avenue (Syosset Street), bearing the signature of the President of the Borough, and dated May 6, 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

REPORTS.

From Standing Committees.

Committee on The City Plan.

Department of Bridges; Presidents, Boroughs of Brooklyn and Queens—Issue of Corporate Stock for New Bridge Over Newtown Creek; Change in Street System (Cal. No. 27).

The Secretary presented a report of the Committee on the City Plan relative to the proposed change in the location of the bridge across Newtown Creek, connecting Meeker avenue, in the Borough of Brooklyn, with Laurel Hill boulevard, in the Borough of Queens.

The report states that the Department of Bridges has been desirous of building a new bridge across Newtown Creek at this point and has requested an appropriation of $300,000 for the purpose.

The Public Service Commission for the First District has had under consideration the elimination of certain grade crossings in this section and in view of this fact the two matters must be considered together.

The report outlines the several plans that have been proposed and favors the one providing for moving the bridge several hundred feet upstream, which new location would, however, involve a change in the lines of the streets in both boroughs and the acquisition of additional property, but which would be much more desirable.

The report also states that since the matter was first projected the Public Service Commission for the First District has rescinded its order in relation to the grade crossing elimination at this point, but the Committee on the City Plan recommends that the changes in the street system necessary to provide for the new location be referred to the Presidents of the Boroughs of Brooklyn and Queens to prepare maps for submission to the Board in anticipation of the time when the matter can be taken up.

(On March 20, 1914 (Cal. No. 11), the communication from the Commissioner of Bridges, requesting an issue of $300,000 corporate stock for the reconstruction of a new Meeker avenue bridge, was referred to the Committee on Corporate Stock Budget.)

(On June 26, 1914 (Cal. No. 25), on the recommendation of the Committee on Corporate Stock Budget, the request of the Commissioner of Bridges was referred to the Committee on the City Plan.)

The matter was referred to the Presidents of the Boroughs of Brooklyn and Queens.

Street System Bounded by Hampton Street, Junction Avenue, South Railroad Avenue and Corona Avenue, Borough of Queens—Closing and Discontinuing Streets (Cal. No. 28).

The Secretary presented a report of the Committee on the City Plan on the proposed change in the City Map, providing for the closing and discontinuance of streets bounded by Corona avenue, Card place, South Railroad avenue and Hampton street, Borough of Queens, which matter was submitted by the President of that Borough as a result of a petition addressed to this Board by the Cord Meyer Company, which company also requested that the opening proceeding now under way for acquiring title to Toledo street be discontinued.

The purpose of these proceedings was to permit of the establishment of a freight yard by the Long Island Railroad Company, but this project was opposed by adjoining property owners, and has now been abandoned and an assurance given that if at any future time it should be revived no definite action would be taken without the approval of the Committee on the City Plan.

In view of the abandonment of the freight yard project the Committee recommends the amendment of the street opening proceeding so as to exclude that portion of Toledo street, between Corona avenue and the Long Island railroad tracks, and also recommends that the matter be referred to the Chief Engineer for the preparation of an amended area of assessment, the giving of a public hearing upon the new area, etc., this latter recommendation being made with the understanding that the Cord Meyer Company shall pay to the City of New York all expenses in connection with the acquisition of title to this portion of Toledo street and also furnish an indemnity bond.

(On November 20, 1914 (Cal. No. 66) the report of the Chief Engineer in this matter and a communication from the Corporation Counsel were referred to the Committee on the City Plan.)

The matter was laid over until September 17, 1915.

Committee on Corporate Stock Budget.

Department of Education—Issue of Corporate Stock (Cal. No. 29).

(On July 1, 1915 (Cal. No. 110), the resolution of the Board of Education in this matter was referred to the Committee on Corporate Stock Budget.)

The Secretary presented a resolution, adopted by the Board of Education, on June 23, 1915, requesting an issue of Corporate Stock to the amount of $5,000, to provide means for the payment of interest on awards incidental to the acquisition of property for school purposes by condemnation; and the following report of the Commitee on Corporate Stock Budget recommending approval of the request:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 13, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 1, 1915, you referred to the Corporate Stock Budget Committee a communication from the Board of Education, dated June 23, 1915, requesting the authorization of $5,000 in corporate stock to provide means for the payment of interest on awards, incidental to the acquisition of property for school purposes by condemnation.

The Bureau of Contract Supervision reports thereon as follows:

"The fund which it is proposed to replenish is used for the purpose of paying interest on awards from the date of confirmation to the date of payment.

"There are now due and payable a number of awards aggregating $13,250 for property taken for a site on Pennsylvania Avenue, Borough of Brooklyn. The interest on these awards, which has been accruing since September 19, 1911, due to the proceeding having been carried to the Court of Appeals, amounts to approximately $3,000.

"The balance in the corporate stock fund 'C. D. E. 90, School Sites, Interest on Awards,' on July 12, 1915, was $1,773.48. This is insufficient to pay the interest due on the awards referred to above.

"There is an unencumbered balance of $13,457.77 in the fund 'C. D. E. 86-O, School Sites, Brooklyn, Sub-title 13,' which is sufficient to pay the awards. The payment of awards is not usually acceptable to claimants unless the interest to the date of payment is included, and as a result the Department of Finance does not pay until necessary interest funds are available.

"In order to avoid further interest on awards pending and to provide for interest on awards to be made in other proceedings, the request should be granted, without further delay."

We recommend the adoption of the attached resolution, granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; JOHN G. BORGSTEDE, Acting President, Borough of The Bronx; Corporate Stock Budget Committee.

On motion, Rule 19 was waived in this matter, and the following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 169 of the Greater New York Charter, hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding five thousand dollars ($5,000), to provide means for the payment of interest on awards incidental to the acquisition of property for school purposes by condemnation, and the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, maturing not more than fifteen (15) years after the date of issue, the proceeds thereof to the amount of the par value of the stock to be applied to the purpose aforesaid.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Bridges—Transfers of Appropriations and Issue of Corporate Stock (Cal. No. 30).

The Secretary presented a communication, dated July 19, 1915, from the Commissioner of Bridges, requesting an issue of Corporate Stock in the sum of $17,587.49, for the purpose of paying salaries of employees; and the following report of the Committee on Corporate Stock Budget, recommending approval of the request through a transfer of funds and an issue of Corporate Stock, etc.:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 26, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 19, 1915, the Commissioner of Bridges requested an appropriation of $17,587.49 in corporate stock for the purpose of paying the salaries of corporate stock employees, chargeable to schedules 2746TC and 2747C. This request was referred to the Bureau of Contract Supervision on July 20, 1915, which bureau reports thereon as follows:

"The Budget for 1915 provided for a schedule allowance of $75,000 for the corporate stock employees in the engineering force of the Department of Bridges. Included in this amount was schedule 2747C, a $57,450 allowance for salaries of the construction force, which was at that time merely tentative. On December 22, 1914, the Bridge Commissioner submitted a modified schedule which totaled $57,450, but which was divided into Salaries, Regular Employees, No. 2747C, $29,550, and Salaries, Temporary Employees, No. 2752C, Salaries, Temporary

Employees, $27,900. Among the other schedules adopted at that time and included in this $75,000 was one for the Chief Engineer's office, schedule No. 2746TC, corporate stock allowance of $11,375.

"On January 22, 1915, your board made partial allowance for a six-month period for these two schedules, $5,687.50 for schedule No. 2746TC, the force in the Chief Engineer's office, and $14,775 for schedule No. 2747C, Salaries, Regular Employees, of the construction force. The purpose, therefore, of the present request is for an appropriation for the balance of the year to permit of the payment of the salaries chargeable to these schedules.

"In Code 2746TC the corporate stock requirements for the last six months, owing to the abolition of the position of Chief Engineer in this department, a cash balance in the fund of $375.01 has been reduced to $2,812.49 in Code 2747C, the amount required for the next six months is $14,775, making a total of $17,587.49, the amount requested.

"In his request the Bridge Commissioner states that in account 'C. D. B.—47, Manhattan Bridge, Brooklyn Terminal, Subway, Roadway and Track Work,' there is an unencumbered balance of $30,629.88, a greater part of which will not be needed for the purposes for which it was authorized, and at the same time suggests that the sum of $17,587.49 of this balance be rescinded and a like amount be authorized for the purpose of paying the salaries chargeable to codes 2746TC and 2747C.

"Should your board authorize the corporate stock requested at the meeting of July 29, 1915, it would not be available, owing to the recess of the Board of Aldermen, until the latter part of September, and, as there are not sufficient funds to meet the payrolls of July and August, it appears advisable to provide cash to meet the payrolls for these two months that are chargeable to schedules 2746TC and 2747C. This can be done by transferring from 'C. F. M.—24, Moneys Available for Permanent Improvements for Which Corporate Stock May Lawfully Be Issued,' the sum of $687.49 to C. D. B.—61, to which payrolls of schedule 2746TC are chargeable and $4,924.96 to C. D. B.—61A, to which payrolls of schedule 2747C are chargeable. The corporate stock authorization could then be reduced by the amounts of cash transferred, and at the same time the rescindment of $17,587.49 in C. D. B.—47 could be made."

We recommend the adoption of the attached resolutions providing for the transfers of cash, amounting to $5,612.45, from C. F. M.—24, and recommending authorization of corporate stock to the amount of $11,975.04, as well as the rescindment of the sum of $17,587.49 in the authorization for the fund C. D. B.—47, for the purpose of the request. Respectfully,

WM. A. PRENDERGAST, Comptroller; HENRY H. CURRAN, Acting President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; DOUGLAS MATHEWSON, President, Borough of The Bronx; Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, as amended by chapter 36 of the Laws of 1913, hereby applies six hundred and eighty-seven dollars and forty-nine cents ($687.49) from the fund entitled "CFM—24, Moneys Available for Permanent Improvements for which Corporate Stock May Lawfully be Issued" towards the payment of "Department of Bridges—Corporate Stock Allowance No. 2746—1915 (Salaries, Regular Employees, Engineering Supervision), CDB—61," and for this purpose approves the transfer of said amount from said fund; and be it further

Resolved, That the appropriation made herein and included in account Personal Service, Salaries, Regular Employees, Engineering Supervision, 2746TC, Tax Levy and Corporate Stock Force, shall be administered by the Commissioner of Bridges in accordance with the 1915 budget resolutions relating to Salaries, Regular Employees.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, as amended by chapter 36 of the Laws of 1913, hereby applies four thousand nine hundred and twenty-four dollars and ninety-six cents ($4,924.96) from the fund entitled "C. F. M.—24, Moneys Available for Permanent Improvements for Which Corporate Stock May Lawfully be Issued," towards the payment of "Department of Bridges, Corporate Stock Allowance, 2747—1915 (Salaries, Regular Employees, Construction), CDB—61A" and for this purpose approves the transfer of said amount from said fund; and be it further

Resolved, That the appropriation made herein and included in account, Personal Service, Salaries, Regular Employees, Construction, 2747C, Corporate Stock Force, shall be administered by the Commissioner of Bridges in accordance with the 1915 Budget resolutions relating to Salaries, Regular Employees.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

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The following resolution was offered:

Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment on June 25, 1915, and concurred in by the Board of Aldermen on July 6, 1915:

"Resolved, That, subject to the concurrence herewith by the Board of Aldermen, the following resolution adopted by the Board of Estimate and Apportionment on June 3, 1910, and concurred in by the Board of Aldermen on June 28, 1910:

"'Resolved, That, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment hereby approves of the issue of corporate stock of The City of New York to the amount of four hundred and forty-five thousand dollars ($445,000) to provide means for required improvements in connection with the Brooklyn Terminal of the Manhattan Bridge, namely, the construction of subways in terminal and track work therein, upper deck structures from bridge abutment to Nassau Street, and track work thereon; subway loop on bridge property; and roadway paving and curbs, and that when authority therefor shall have been obtained from the Board of Aldermen the Comptroller is authorized to issue corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding four hundred and forty-five thousand dollars ($445,000); the proceeds whereof to be applied to the purposes aforesaid,'

"—be amended by rescinding the sum of nine thousand two hundred and twenty-five dollars ($9,225) of said authorization, thereby reducing the authorization to the sum of four hundred and thirty-five thousand, seven hundred and seventy-five dollars ($435,775)."

—be *further amended* by rescinding the sum of *seventeen thousand five hundred and eighty-seven dollars and forty-nine cents* ($17,587.49) of said authorization; thereby further reducing the authorization to the sum of *four hundred and eighteen thousand one hundred and eighty-seven dollars and fifty-one cents* ($418,187.51).

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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On motion, Rule 19 was waived in this matter and the following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding nine thousand eight hundred and fifty dollars and four cents ($9,850.04) for the purpose of providing means for the payment by the Department of Bridges during the year 1915 of Salaries, Regular Employees, Construction, Corporate Stock Force; said fund to be disbursed in accordance with the 1915 Budget Schedule 2747C, and that when authority therefor shall have been obtained from the Board of Aldermen, the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

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On motion, Rule 19 was waived in this matter and the following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding two thousand one hundred and twenty-five dollars ($2,125) for the purpose of providing means for the payment by the Department of Bridges, during the year 1915, of Salaries, Regular Employees, Engineering Supervision, Tax Levy and Corporate Stock Force; said fund to be disbursed in accordance with the 1915 Budget Schedule 2746TC, and that when authority therefor shall have been obtained from the Board of Aldermen the Comptroller be and is hereby authorized to issue said corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Department of Parks, Borough of The Bronx—Issue of Corporate Stock (Cal. No. 31).

(On April 16, 1915 (No. 189), the request in this matter was referred to the Committee on Corporate Stock Budget.)

The Secretary presented a communication, dated April 14, 1915, from the Commissioner of Parks, Borough of The Bronx, transmitting a request from the New York Zoological Society for corporate stock for various purposes, one item of which was for $5,000 for improving the Wild Fowl Pond; and the following report of the Committee on Corporate Stock Budget recommending approval of the request to the extent of $3,000:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, June 29, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On April 16, 1915, you referred to the Corporate Stock Budget Committee a communication from the Commissioner of Parks, Borough of The Bronx, dated April 14, 1915, transmitting a request from the New York Zoological Society for corporate stock for various purposes to the amount of $95,000. Among the items in this request was one for $5,000 for the treatment of the bottom of the Wild Fowl Pond.

The Bureau of Contract Supervision reports upon this request for $5,000 as follows:

"It is proposed to concrete a portion, about one acre in extent, of the bottom of this pond, the balance of which is at present paved. The unpaved portion is in such condition that it is impossible to keep it clean, owing to the retention in the silt and mud of the excrement of the fowl. This condition continuing from year to year has created a very filthy condition, and has resulted in an epidemic of disease among the ducks and geese from which many have died during the past two years. Some of these fowl, apparently healthy, were transferred to the beaver pond. The transfer has resulted in the death of nine beavers.

"To prevent further losses of fowl this year, the water has been largely drained off from this pond, leaving a pest hole which is a menace to the health of visitors and people living on 182d street, about 500 feet away, some of whom have already complained.

"Since making the request, the Society has agreed that, by utilizing the stone from the Catskill Aqueduct excavation, which is owned by the City and will cost nothing except for hauling, this work can be done by the use of Departmental labor for $3,000."

In view of the foregoing, we recommend the adoption of the attached resolution granting the request to the extent of $3,000. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; DOUGLAS MATHEWSON, President, Borough of The Bronx, Corporate Stock Budget Committee.

On motion, Rule 19 was waived in this matter, and the following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 47 of the Greater New York Charter, as amended, hereby approves of the issue of corporate stock of The City of New York to an amount not exceeding three thousand dollars ($3,000), to provide means for the paving of the bottom of the duck pond in the New York Zoological Garden, under the jurisdiction of the Department of Parks, Borough of The Bronx, and that when authority therefor shall have been obtained from the Board of Aldermen the Comptroller be and is authorized to issue said corporate stock of The City or New York in the manner provided by section 169 of the Greater New York Charter, maturing not more than fifteen (15) years after date of issue, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes aforesaid; provided, however, that no encumbrance or expenditure by contract shall be made against the proceeds of corporate stock herein authorized, nor shall bids upon such contracts be advertised for, until after approval by the Board of Estimate and Apportionment of the plans, specification, estimates of cost, and forms of such contracts which shall be submitted to said Board by the Commissioner of Parks, Borough of The Bronx, nor shall any architect, engineer, expert or departmental employee be engaged or employed as a charge against such proceeds, except after approval by said Board of such employment and of the fee or wage to be paid by preliminary and final contract, voucher or budget schedule which are to be similarly submitted, unless in the case of departmental employees, such employment is in accordance with schedules approved by said Board.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Department of Public Charities—Amendment of Resolution for Issue of Corporate Stock (Cal. No. 32).

The Secretary presented a communication, dated July 7, 1915, from the Commissioner of Public Charities, requesting permission to use part of the corporate stock fund "C. C. H.33L" for work necessary to cause the removal of the violations of the Building Code which exist in the interior of the Dormitory for Female Employees, Metropolitan Hospital, Blackwell's Island; and the following report of the Committee on Corporate Stock Budget recommending approval of the request:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, New York, July 23, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 7, 1915, the Commissioner of Public Charities requested permission to use part of the corporate stock fund "C. C. H. 33L." for work necessary to cause the removal of the violations of the Building Code, which exist in the interior of the Dormitory for Female Employees, Metropolitan Hospital, Blackwells Island.

This request was referred to the Bureau of Contract Supervision on July 10, 1915, which bureau reports thereon as follows:

"On December 23, 1914, the Board of Estimate approved an issue of $25,000 in corporate stock for the purpose of providing means for extending to solid rock the foundations of the Female Dormitory, Metropolitan Hospital, Blackwells Island. This fund is known as 'C. C. H. 33L,' in which, after providing for the contract for the foundation work, there remained on July 21, 1914, an unencumbered balance of $4,150.

"This building was completed and occupied by the department in October, 1913. On December 30, 1913, the Bureau of Buildings ordered the building vacated

because the settlement of the foundations had rendered it unsafe. A contract for the reconstruction of the foundations is now under way.

"The unsafe condition of the interior of the building is due to the settlement of the foundations, which has caused defects in the plaster, trim and floors. The report of the Corporate Stock Budget Committee on the request for $25,000, dated December 21, 1914, recommends the appropriation of $25,000 in corporate stock 'to repair the foundation and put the building in a safe and habitable condition.' The interior repairs are necessary to this end, and to remove the violations filed by the Building Department against the building. They are a proper corporate stock charge similar to the foundation work.

"It is necesssary, in order to make the balance available for the proposed work, that the resolution authorizing the $25,000 be amended, so as to include the additional purpose."

We recommend the adoption of the attached resolution which will amend the resolution of December 23, 1914, so as to make the balance of the fund available for the completion of the interior work. Respectfully,

WM. A. PRENDERGAST, Comptroller; HENRY H. CURRAN, Acting President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; JOHN G. BORGSTEDE, Acting President, Borough of The Bronx; Corporate Stock Budget Committee.

Rule 19 was waived in this matter and the following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment on December 23, 1914, and concurred in by the Board of Aldermen on January 12, 1915, authorizing $25,000 in corporate stock, for the purpose of providing means for extending to solid rock the foundations of the female dormitory, Metropolitan Hospital, Blackwell's Island, under the jurisdiction of the Department of Public Charities, be *amended* by adding after the word "Island," the words *"and the completion of all exterior and interior work necessary to remove the violations filed by the Bureau of Buildings against the building, and to place the building in a safe and habitable condition."*

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Public Charities; Department of Water Supply, Gas and Electricity—Approval of Purchase of Pole Line Between Sea View Hospital and City Farm Colony; Transfer of Appropriation and Modification of Schedules (Cal. No. 33).

(On June 11, 1915 (Cal. No. 134), the request in this matter was referred to the Committee on Corporate Stock Budget.)

The Secretary presented a communication, dated June 4, 1915, from the Commissioner of Public Charities, requesting authority to purchase an existing pole line on the grounds of the Farm Colony and Sea View Hospital, Borough of Richmond; and the following report of the Committee on Corporate Stock Budget, recommending approval of the request, the transfer of $2,500 from the Department of Water Supply, Gas and Electricity, and modification of schedules involved:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 24th, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 11, 1915, there was referred to the Committee on Corporate Stock Budget a communication from the Commissioner of Public Charities, dated June 4, 1915, requesting permission to purchase an existing pole line on the grounds of the Farm Colony and Sea View Hospital from the Richmond Light and Railroad Company.

The Bureau of Contract Supervision reports thereon, as follows:

"On June 22, 1915, the Board of Aldermen passed a resolution, pursuant to the provisions of section 419 of the Greater New York Charter, permitting the Commissioner of Public Charities to purchase, without public letting, an aerial line on the grounds of the Seaview Hospital and Farm Colony, now owned by the Richmond Light and Railroad Company.

"The Seaview Hospital and grounds adjoin the City Farm Colony.

"The power plant at Sea View is too large for the needs of the hospital and is, therefore, operating under high fixed charges and at low load factors. It has sufficient capacity to supply, not only both institutions at present, but for some time to come, as new buildings are erected. The electrical energy for lighting and power purposes at the City Farm Colony is now purchased from the Richmond Light and Railroad Company at the high rates of ten cents per kilowatt-hour for lighting and five cents per kilowatt-hour for power.

"The pole line is approximately 9,000 feet long and is used, at the present time, by the Richmond Light and Railroad Company to supply current for light and power to the Farm Colony. The line which the Department of Charities contemplates purchasing consists of the following:

100 poles	1—6-10 K.W. Transformer
107 6-pin crossarms	1—1 K.W. Transformer
37 4-pin crossarms	2—1½ K.W. Transformer
480 glass insulators	4—2 K.W. Transformer
17,700 feet No. 6 bands	2—2½ K.W. Transformer
Weatherproof wire	2—3 K.W. Transformer
500 feet No. 6 B. and S.	3—5 K.W. Transformer
Duplex wire	3—7½ K.W. Transformer
2,500 feet No. 10 B. and S.	1—10 K.W. Transformer
Weatherproof wire	2—20 K.W. Transformer
72 junction boxes	2—25 K.W. Transformer

3 anchor guys.
1 lighting arrester.

"The poles and other component parts of the line are in good physical condition and, with the exception of three or four poles, are good for at least eight years. It would cost about $5,500 to duplicate the line with new material. As the line has been in use only about five years, I believe that $2,500 is a fair estimate of its present value.

"The current consumption at Farm Colony for this year, based on consumption from January 1, 1915, to July 1, 1915, will be 45,800 kilowatt-hours, which, at the prevailing rates, would amount to $5,200 per year.

"The cost of producing current at Sea View hospital, together with interest and depreciation on the line investment, would amount to $1,200.

"These figures indicate an annual saving of $4,000.

"In addition to the saving above noted, the added load to be placed upon the Sea View plant will provide a better load factor upon which to operate, which will increase the efficiency of the plant.

"As the remaining life of the pole line will be only about eight years, it would be deemed advisable that the purchase should be made from other than a corporate stock fund. The Bureau of Contract Supervision suggested to the Commissioner of the Department of Water Supply, Gas and Electricity and the Commissioner of Public Charities, that, as a saving of approximately $2,600 will be made in 1915 budget funds appropriated for light and power at City Farm Colony, it appeared proper that the purchase should be made out of the funds saved, which could be effected by the transfer of $2,500 from Code No. 2259, Department of Water Supply, Gas and Electricity, Lighting Public Buildings, Richmond, to Code No. 2018, Department of Public Charities, General Plant Equipment, Institutional Care of Dependents. This suggestion has been agreed to by both Commissioners."

We recommend the purchase by the City of the pole line between Sea View Hospital and City Farm Colony, now owned by the Richmond Light and Railroad Company, including all poles, crossarms, pins, insulators, straps, wires, junction boxes, anchor guys, lightning arresters, transformers and other appurtenances, with the exception of the present street lighting brackets, reflectors and series wiring to same, at a cost not exceeding $2,500, to be paid from Code No. 2018 of 1915. We also recommend the adoption of the attached resolution transferring $2,500 to provide funds for the purchase and modifying the schedules involved. Respectfully,

WM. A. PRENDERGAST, Comptroller; HENRY H. CURRAN, Acting President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; JOHN G. BORGSTEDE, Acting President, Borough of The Bronx, Corporate Stock Budget Committee.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the purchase by the Department of Public Charities of the pole line between Sea View Hospital and City Farm Colony now owned by the Richmond Light and Railroad Company, including all poles, crossarms, pins, insulators, straps, wires, Junction boxes, anchor guys, lightning arresters, transformers and all other appurtenances thereto, with the exception of street lighting brackets, reflectors and series line wire to same, at a cost not exceeding two thousand five hundred dollars ($2,500), said cost to be charged to Code No. 2018 for the year 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated for the year 1915, as follows:

FROM

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.
Lighting Public Buildings.

2259	Richmond	$2,500 00

TO

DEPARTMENT OF PUBLIC CHARITIES.
General Plant Equipment.

2018	Institutional Care for Dependents	$2,500 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the year 1915, as follows:

DEPARTMENT OF PUBLIC CHARITIES.
General Plant Equipment.

2018	Institutional Care for Dependents	$17,900 00
	General	$15,400 00
	Purchase of electric transmission pole line between Sea View Hospital and City Farm Colony	2,500 00
		$17,900 00

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.
Lighting Public Buildings.

2259	Richmond	$52,655 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

President, Borough of Manhattan; Surrogates, New York County—Alterations to and Equipment for Hall of Records (Cal. No. 34).

The Secretary presented a report of the Committee on Corporate Stock Budget upon a request from the Surrogates of the County of New York for approval of certain alterations, repair work, new furniture and equipment, and alteration and rearrangement of some of the present equipment on the fourth, fifth and sixth floors of the Hall of Records, to make available the additional space allotted to the Surrogates under resolution adopted by the Board on December 11, 1914 (Cal. No. 44), and also for an appropriation for the purposes aforesaid.

The Bureau of Contract Supervision reports that the proposed alterations are not extensive and have been carefully considered and planned with a view to securing the requisite accommodation in the most economical manner. With the exception of the work involved in moving the heavy bronze gates in the main corridor on the sixth floor, the proposed changes appear advisable and necessary. The Surrogates have agreed to the omission of this item.

The new furniture requested will provide desks and chairs for several employees now without them; tables, and chairs for three jury rooms and for visiting lawyers, their clients and clerks; rugs and wardrobes for the offices of the five Law Assistants. The steel filing equipment is required for the safe keeping of valuable papers and documents, a large number of which must temporarily be taken care of, and for which no adequate provision is now made.

The proposed alterations to certain of the present steel equipment are necessary, as is also the relocation of filing cases and wardrobes requested.

The question of an appropriation can be determined after detailed plans and estimates of cost have been prepared. It is estimated that the total cost of the proposed work will not exceed $6,100.

The report recommends that the President of the Borough of Manhattan be directed to prepare plans, specifications, form of contract and estimates of cost for this work.

(On April 30, 1915 (Cal. No. 151) the above request was referred to the Committee on Corporate Stock Budget.)

The matter was laid over until August 5, 1915.

Public Service Commission for the First District—Additional Issue of Corporate Stock (Cal. No. 35).

(On April 30, 1915 (Cal. No. 138), the communication from the Public Service Commission for the First District in this matter was referred to the Committee on Corporate Stock Budget.)

The Secretary presented the following communication from the Public Service Commission for the First District and report of the Committee on Corporate Stock Budget recommending approval of the request to the extent of $32,600:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street.

To the Board of Estimate and Apportionment of The City of New York:

Gentlemen—On July 2, 1914, your Honorable Board consented to a contract between The City of New York, acting by this Commission, and Rapid Transit Subway Construction Company for the construction of Section No. 7 of Route No. 5, being a portion of the Seventh Avenue-Lexington Avenue Line described in the contract dated March 19, 1913, between The City of New York and Interborough Rapid Transit Company, and prescribed the limit to the amount of proceeds of corporate stock available for the purposes of said contract of nine hundred and fifty-seven thousand five hundred and eighty-two and 25-100 dollars ($957,582.25).

The office of the President of the Borough of Manhattan has recently informed this Commission of the adoption of a resolution by the Board of Estimate and Apportionment on March 6, 1915, authorizing the widening of the roadway to a width of fifty-one (51) feet and the removal of encroachments on Lexington Avenue between 41st Street and 53rd Street, and suggested the modification of the design of the subway structure between these points so as to accord with the carrying out of said resolution.

To construct the subway structure in such a manner so as to provide for the efficacious operation of said resolution will involve an additional expense by the Engineers of this Commission to cost the sum of thirty-five thousand dollars ($35,000) in addition to the original appropriation for this section.

The Public Service Commission for the First District, therefore, in accordance with the provisions of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, hereby makes requisition upon the Board of Estimate and Apportionment of The City of New York for the authorization of a further amount of corporate stock of The City of New York to be issued and sold by the Comptroller in addition to the amounts already authorized to be issued to provide means to meet the requirements of said contract for construction of said Section No. 7 of Route No. 5, to wit, the sum of thirty-five thousand dollars ($35,000).

This requisition is a sub-requisition on account of and not in addition to the requisition made by the Public Service Commission for the First District under date of March 18, 1913, upon your Honorable Board for twenty-eight million two hundred

thousand dollars ($28,200,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 3, between The City of New York, acting by the Public Service Commission for the First District, and Interborough Rapid Transit Company for additional rapid transit railroads and the appropriation made thereunder by your Honorable Board on March 18, 1913.

In witness whereof the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman this 27th day of April, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by EDWARD E. McCALL, Chairman.

Attest, JAMES B. WALKER, Acting Secretary.

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, June 10, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On April 30, 1915, you referred to the Committee on Corporate Stock Budget, a requisition of the Public Service Commission for the First District, dated April 27, 1915, for an additional allowance of $35,000 in corporate stock for the construction of Section No. 7 of Route No. 5, which is the estimated expense involved in changing the proposed ventilating chambers on Lexington avenue, between East 42nd street and East 53rd street, in order to comply with a resolution of your Board adopted on March 6, 1913, authorizing the widening of the roadway from its present 35-foot width to a 51-foot width. The requisition is a sub-requisition on account of and not in addition to the requisition of March 18, 1913, for $28,200 for the purpose of Contract No. 3.

The construction of this section is now under contract with the Rapid Transit Subway Construction Company at an estimated cost of $957,582.25.

To obtain the authorized new width of roadway of fifty-one feet between the streets noted the curbs will have to be moved back six and one-half feet on each side of the street, necessitating moving back the subway ventilating chambers and gratings throughout this section for the same distance from the locations originally planned and contracted for.

Eight ventilating chambers with gratings are planned on the west side between East 42nd street and East 53rd street, and seven on the east side between East 46th street and East 53rd street. These chambers range from 40 to 160 feet long, and aggregate about 1,245 feet in length. The length of the whole contract section is about 3,000 feet.

The estimate of the increased expense due to the change as prepared by the Public Service Commission is based on payments to the contractor for the excess work on the basis of the regular contract prices for the various items of work.

Under the general subway contract the temporary and permanent repavement of Lexington avenue for its present roadway width will be done by the contractor. This contemplated change of plan will necessitate setting the curb in front of these gratings back to the new alignment, leaving the sidewalk pocketed to the extent of the offset at these points and necessitating the paving, as roadway, of these areas. Ultimately the intervening curb must be set back from its present alignment in undertaking the sanctioned roadway widening and the remainder of the roadway paved under the direction of the Borough President.

It appears to your Committee that some arrangement should be made whereby this whole work could be undertaken simultaneously. Any lapse of time between the doing of the subway portion and that to be undertaken by the Borough President will subject pedestrians to danger in the use of the sidewalks, and moreover there are constructional difficulties to ensue from doing such work in sections that likely will necessitate complete or partial repavement of these areas to accord with the surface of the Borough President's work.

It is therefore the opinion of your Committee that while the new curb should be set to the widened roadway width in front of these gratings, a temporary timber curb of eight by eight inch stuff, held in vertical position by stakes or other means, can be advantageously and economically used on the old curb alignment pending the contemplated changes in roadway width. Back of this the material excavated can be refilled to the sidewalk grade and serve until the Borough President undertakes his work.

The repavement saving to be thus effected will be 900 square yards at the bid price of $3, or $2,700, less the lumber cost of $300, permitting a net deduction from the allowance requested of $2,400.

We recommend the adoption of the attached resolution, which will amend that previously passed by the Board, and make available the additional amount requested, less the deduction noted. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; JOHN G. BORGSTEDE, Acting President, Borough of The Bronx; Corporate Stock Budget Committee.

On motion, Rule 19 was waived in this matter and the following resolution was offered:

Whereas, The Board of Estimate and Apportionment on July 2, 1914, consented to the award of a contract, on the requisition of the Public Service Commission for the First District, between The City of New York and the Rapid Transit Subway Construction Company for the construction of Section No. 7 of Route No. 5, being a portion of the Seventh Avenue-Lexington Avenue line lying between East 42nd and East 53rd streets, Borough of Manhattan, at an estimated cost of nine hundred and fifty-seven thousand five hundred and eighty-two dollars and twenty-five cents ($957,582.25); and

Whereas, The said Commission, under date of April 27, 1915, has duly requisitioned the Board for a further amount of thirty-five thousand dollars ($35,000) for the purpose of meeting the estimated cost of additional work to be performed, due to the widening of the roadway of Lexington avenue, between said limits; and

Whereas, This Board is of the opinion that the change of method outlined in the Corporate Stock Budget Committee's report concerning the work contiguous to the sidewalk gratings is more advantageous to the City than its execution along the line proposed, permitting a saving of approximately twenty-four hundred dollars ($2,400); be it therefore

Resolved, That the Board of Estimate and Apportionment hereby *amends* said resolution of July 2, 1914, by adding thereto the *amended* and *reduced amount of thirty-two thousand six hundred dollars* ($32,600), and the Comptroller be and is hereby authorized and directed to issue corporate stock of The City of New York to the *additional amount of thirty-two thousand six hundred dollars* ($32,600) at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes of the contract with the Rapid Transit Subway Construction Company, as mentioned in the requisition of the Public Service Commission dated April 27, 1915, said issue of corporate stock to be a charge against the appropriation made by this Board on March 18, 1913 of twenty-eight million two hundred thousand dollars ($28,200,000) for the purpose of carrying out the terms of the contract dated March 19, 1913, known as Contract No. 3.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Public Service Commission for the First District—Additional Issue of Corporate Stock (Cal. No. 36).

The Secretary presented a report of the Committee on Corporate Stock Budget recommending the authorization of $500,000 corporate stock to provide for the payment of interest charges accruing in connection with work under Contract No. 3, between the City of New York and the Interborough Rapid Transit Company.

The Bureau of Contract Supervision reports that this additional authorization is necessary, in order that sufficient funds be provided to meet the semi-annual interest payments of September 1, 1915, which are estimated at $692,830.21, and for payments due to be made on November 1, 1915, and subsequent dates.

The matter was laid over until August 5, 1915, under Rule 19.

Public Service Commission for the First District—Additional Issue of Corporate Stock (Cal. No. 37).

The Secretary presented a report of the Committee on Corporate Stock Budget, dated July 9, 1915, recommending an authorization of $500,000 corporate stock to provide for the payment of interest charges accruing in connection with work under Contract No. 4, between The City of New York and the New York Municipal Railway Corporation, said authorization to be on account of and not in addition to the authorization made by the Board on March 18, 1913, of $60,000,000 for the purposes of Contract No. 4.

This authorization is in addition to one of the same amount and for the same purpose, which is recommended in a report of the Committee dated July 23, 1915. (See Cal. No. 38.)

The matter was laid over until August 5, 1915, under Rule 19.

Public Service Commission for the First District—Additional Issue of Corporate Stock (Cal. No. 38).

The Secretary presented a report of the Committee on Corporate Stock Budget, dated July 23, 1915, recommending an authorization of $500,000 corporate stock to provide for the payment of interest charges accruing in connection with work under Contract No 4, between The City of New York and the New York Municipal Railway Corporation; the authorization being on account of and not in addition to the authorization made by the Board on March 18, 1913, for $60,000,000 for purposes of Contract No. 4.

This authorization is in addition to one of the same amount and for the same purpose, which is recommended in a report of the Committee dated July 9, 1915. (See Cal. No. 37.)

The matter was laid over until August 5, 1915, under Rule 19.

Committee on Tax Budget.

Bellevue and Allied Hospitals—Modification of Schedules and Release of Appropriations (Cal. No. 39).

(On June 11, 1915 (No. 204), the request in this matter was referred to the Committee on Tax Budget.)

The Secretary presented a communication, dated June 8, 1915, from the Secretary, Board of Trustees, Bellevue and Allied Hospitals, requesting approval of schedule of employees for operating Pavilions I, K, L and M for the new Bellevue Hospital, and the release for this purpose of the appropriations of $10,000 in schedule 2055, and $30,000 in Schedule 2060 in the Budget for the year 1915; and the following report of the Committee on Tax Budget:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 13, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 8, 1915, the Trustees of Bellevue and Allied Hospitals, requested the adoption of personal service schedules, and the release of $10,000 in Account No. 2055, and of $30,000 in Account No. 2060 appropriations made in the Budget for 1915, for operating the new Pavilions I and K and L and M of Bellevue Hospital. The Bureau of Standards reports thereon as follows:

"Furniture, beds, bedding and other equipment have been delivered in the buildings, and help is needed to unpack and place the same in position, distribute linen, etc. The windows, floors and walls of the Pavilions are to be cleaned. Owing to the unusually large census of patients in Bellevue Hospital, help from the present force cannot be spared for the work in the new pavilions.

"It is desired to have funds available in July, so that, in addition to help required at once, other help may be appointed by the Trustees during the following weeks as rapidly as the pavilions are prepared for service.

"The four pavilions have twenty-seven wards with patient bed capacity of 706. They also contain eight operating rooms, an X-ray department, a theater and seventy-two rooms for the house staff.

"In account No. 2055, the General Medical Superintendent orally requested that the title 'Radiographer' be substituted for 'Technician,' and the rate for Photographer be made $1,200, instead of $750, as by error requested. The Superintendent also consented to the dropping of one 'Technician, at $1,200,' from the request, the funds to be placed in unassigned balance.

"The Radiographer at $1,200 requested, will assist Dr. Hirsch in the preparation and interpretation of the X-ray plates, and must also be qualified for the work of the Senior Radiographer. The incumbent will be appointed from the Civil Service list. The duties of the position fall within Grade 3 of the Physician Group of the proposed specifications, with minimum rate of $1,500 for full time service.

"Upon the transfer of the X-ray plant to the enlarged quarters in Pavilions I and K, a Photographer will be needed, as the one now employed has been assigned to the Pathological Department. The duties of the position fall within Grade 1 of the Photographer Group of the proposed specifications, with minimum compensation of $1,200 per annum.

"A Stenographer at $720 per annum is requested to prepare the findings of the plates, which are typewritten and filed with bedside histories of patients. The duties of the position fall within Grade 1 of the Stenographer Group of the proposed specifications, with minimum compensation of $720 per annum.

"Two Trained Nurses at $900 per annum are asked for, to act as day and night supervisors in Pavilions L and M. The duties of the position fall within Grade 2 of the Nurse Group, with minimum rate of $780 per annum.

"A Trained Nurse to prepare patients for X-ray treatment and one to take charge of distribution of surgical supplies to operating rooms and the surgeons generally are requested at the $720 rate; also two additional Nurses at $600 for operating rooms in Pavilions I and K, in which the number of rooms is increased to twelve, and three other Nurses at $600. The duties of all these positions fall within Grade 1 of the Nurse Group of the proposed specifications, with minimum compensation of $600. These positions are needed.

"At the request of the General Medical Superintendent the Hospital Helper at $480 is transferred to No. 2060. After readjustment of allowances $1,120 is placed in unassigned balance, instead of $10.

"In Account No. 2060, Salaries, Temporary Employees, 31 Trained Nurses at $600, three Hospital Helper-Mechanics at $600, 134 Hospital Helpers at rates from $180 to $480, are requested for the four pavilions.

"The Hospital Helper at $480 will have charge of 72 rooms in Pavilions I and K for the house staff and physicians, and acting as Assistant Housekeeper will see that the rooms are kept in proper order. The compensation appears to be reasonable for the work to be performed.

"The duties of a Hospital Helper at $480 (a supervising cleaner) fall within Grade 3 of the Helper Group, with minimum rate of $390; of two Hospital Helpers at $300 (seamstresses), and 30 at $192, fall within Grade 2 of the Helper Group, minimum, $180; and of three Hospital Helpers—Mechanics, fall within Grade 2 of the Artisan Group, minimum, $390, according to the proposed specifications. The duties of the other Hospital Helpers variously employed fall within Grade 2 of the Helper Group, with minimum compensation of $240 for men and $180 for women, the rates requested. After readjustment of allowances $6,190 is to be placed in unassigned balances, instead of $5,760. The staff requested appears to be reasonable for the duties required at this time.

"The Trustees propose to make appointments in the new force of employees from week to week, according to their various duties, and their eligibility from Civil Service lists. All accruals in the two funds will be placed in unassigned balances."

The General Medical Superintendent agrees to the changes suggested in the above report.

In view of the above facts we recommend that the item of $10,000 in Account No. 2055, Bellevue Hospital, and the item of $30,000 in Account No. 2060, be released by the adoption of the attached resolution approving Personal Service schedules for the two appropriations. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; JOHN G. BORGSTEDE, Acting President, Borough of The Bronx; Committee on Tax Budget.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Bellevue and Allied Hospitals, for the year 1915, to be effective as of July 1, 1915, as follows:

Personal Service. Salaries Regular Employees. Hospital Service.

		Paid from Tax Levy Appropriation.	Paid from Special Revenue Bonds.	Total.
2055	Bellevue Hospital— Director of Psychopathic and Alcoholic Services	$4,000 00	.....	$4,000 00

	Paid from Tax Levy Appro-priation.	Paid from Special Revenue Bonds.	Total.
Assistant Medical Superintendent	3,500 00	.....	3,500 00
Assistant Medical Superintendent	2,500 00	.....	2,500 00
Assistant Superintendent	2,500 00	.....	2,500 00
Assistant Director of Laboratories	2,100 00	.....	2,100 00
Pathological Chemist	2,500 00	.....	2,500 00
Pathologist	1,800 00	.....	1,800 00
Resident Pathologist, 2 at $600	1,200 00	.....	1,200 00
Superintendent of Training School	1,800 00	.....	1,800 00
Assistant Superintendent of Training School	1,200 00	.....	1,200 00
Assistant Alienist, 2 at $2,100	4,200 00	.....	4,200 00
Assistant Alienist	1,500 00	.....	1,500 00
Assistant Resident Physician	1,800 00	.....	1,800 00
Admitting Physician, 3 at $1,000	3,000 00	.....	3,000 00
Resident Physician, 3 at $900	2,700 00	.....	2,700 00
Resident Physician	600 00	.....	600 00
Resident Physician, 6 at $450	2,700 00	.....	2,700 00
Physician to Out-Patients, 3 at $600	1,800 00	.....	1,800 00
Physician to Out-Patients, 5 at $300	1,500 00	.....	1,500 00
Resident Obstetrician	1,200 00	.....	1,200 00
Resident Obstetrician	900 00	.....	900 00
Laboratory Assistant, 4 at $750	3,000 00	.....	3,000 00
Instructor in Anaesthesia, 4 at $750	3,000 00	.....	3,000 00
Pharmacist	1,200 00	.....	1,200 00
Pharmacist, 2 at $900	1,800 00	.....	1,800 00
Pharmacist	750 00	.....	750 00
Radiographer	1,800 00	.....	1,800 00
Photographer	1,200 00	.....	1,200 00
Chief Investigator	1,200 00	.....	1,200 00
Employment Agent	900 00	.....	900 00
Interpreter	1,000 00	.....	1,000 00
Dietitian	1,000 00	.....	1,000 00
Visitor	900 00	.....	900 00
Medical Bath Attendant	480 00	.....	480 00
Hospital Clerk	1,050 00	.....	1,050 00
Hospital Clerk	900 00	.....	900 00
Hospital Clerk, 2 at $720	1,440 00	.....	1,440 00
Hospital Clerk, 3 at $600	1,800 00	.....	1,800 00
Hospital Clerk	540 00	.....	540 00
Clerk	900 00	.....	900 00
Clerk, 2 at $600	1,200 00	.....	1,200 00
Clerk	480 00	.....	480 00
Stenographer, 4 at $900	3,600 00	.....	3,600 00
Chaplain, 5 at $450	2,250 00	.....	2,250 00
Housekeeper, 2 at $800	1,600 00	.....	1,600 00
Housekeeper, 3 at $600	1,800 00	.....	1,800 00
Laundry Manager	1,200 00	.....	1,200 00
Butcher, 2 at $720	1,440 00	.....	1,440 00
Butcher	600 00	.....	600 00
Barber	480 00	.....	480 00
Gateman, 3 at $500	1,500 00	.....	1,500 00
Driver, 2 at $600	1,200 00	.....	1,200 00
Auto Engineman	1,200 00	.....	1,200 00
Auto Engineman, 6 at $960	5,400 00	.....	5,400 00
Laundryman	720 00	.....	720 00
Laundryman	480 00	.....	480 00
Laundress	600 00	.....	600 00
Cook	900 00	.....	900 00
Cook	720 00	.....	720 00
Cook	480 00	.....	480 00
Cook, 2 at $420	840 00	.....	840 00
Orderly, 2 at $480	960 00	.....	960 00
Orderly	360 00	.....	360 00
Supervising Nurse (Social Service)	1,200 00	.....	1,200 00
Trained Nurse, 9 at $900	6,300 00	$1,800 00	8,100 00
Trained Nurse, 25 at $800	12,000 00	8,000 00	20,000 00
Trained Nurse, 2 at $750	1,500 00	.....	1,500 00
Trained Nurse, 18 at $720	12,960 00	.....	12,960 00
Trained Nurse, 90 at $600	54,000 00	.....	54,000 00
Head Pupil Nurse, 4 at $480	1,920 00	.....	1,920 00
Head Pupil Nurse, 3 at $360	1,080 00	.....	1,080 00
Hospital Helper Mechanic, 4 at $720	2,880 00	.....	2,880 00
Hospital Helper Mechanic, 5 at $600	3,000 00	.....	3,000 00
Hospital Helper Mechanic, 3 at $480	1,440 00	.....	1,440 00
Hospital Helper	720 00	.....	720 00
Hospital Helper, 2 at $600	1,200 00	.....	1,200 00
Hospital Helper, 15 at $480	7,200 00	.....	7,200 00
Hospital Helper, 4 at $420	1,680 00	.....	1,680 00
Hospital Helper, 5 at $360	1,800 00	.....	1,800 00
Hospital Helper, 50 at $300	15,000 00	.....	15,000 00
Hospital Helper, 100 at $240	24,000 00	.....	24,000 00
Hospital Helper, 75 at $180	13,500 00	.....	13,500 00
Unassigned balance	270 00	.....	270 00
For Operating Pavilions I and K and L and and M—			
Radiographer	1,200 00	.....	1,200 00
Photographer	1,200 00	.....	1,200 00
Stenographer	720 00	.....	720 00
Trained Nurse, 2 at $780	1,560 00	.....	1,560 00
Trained Nurse, 7 at $600	4,200 00	.....	4,200 00
Unassigned balance	1,120 00	.....	1,120 00
Schedule total			$283,320 00
Tax Levy Allowance			$273,520 00
Special Revenue Bond Allowance			9,800 00
			$283,320 00

Personal Service, Salaries Temporary Employees, Hospital Service.

2060	Bellevue Hospital—	
	Lecturers, at $3, $5, $8 and $10	$800 00
	Trained Nurse, at $600 (100 months, vacation relief)	5,000 00
	Trained Nurse, at $600 (264 months)	13,200 00
	Trained Nurse, at $480 (12 months)	480 00
	Pupil Nurse, at $96 (1,730 months)	13,840 00
	Pharmacist, at $1,200 (4½ months, vacation relief)	450 00
	Hospital Helper, at $480 (32 months)	1,280 00
	Hospital Helper, at $360 (70 months)	2,100 00
	Hospital Helper, at $312 (12 months)	312 00
	Hospital Helper, at $300 (320 months)	8,000 00
	Hospital Helper, at $288 (48 months)	1,152 00
	Hospital Helper, at $240 (1,567 months)	31,340 00
	Hospital Helper, at $216 (22 months)	396 00
	Hospital Helper, at $192 (129 months)	2,064 00
	Hospital Helper, at $180 (738 months)	11,070 00
	For Operating Pavilions I and K and L and M—	
	Trained Nurse, at $600 (186 months)	9,300 00
	Hospital Helper, at $480 (6 months)	240 00
	Hospital Helper, at $390 (6 months)	195 00
	Hospital Helper, at $240 (306 months)	6,120 00
	Hospital Helper, at $180 (492 months)	7,380 00
	Hospital Helper-Mechanic, at $390 (18 months)	575 00
	Unassigned balance	6,190 00
	Schedule total	$121,484 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The Comptroller then presented the following report of the Committee on Salaries and Grades, modifying the foregoing resolution:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 27, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 21, 1915, the General Superintendent of Training Schools of Bellevue and Allied Hospitals requested a revision of Personal Service Schedule, Code 2055. On June 15, 1915, the Board of Aldermen established the position and grade of position, Pathologist at $2,280 per annum. The Bureau of Standards reports thereon as follows:

"The two positions of Trained Nurse at $900 per annum are intended for the day and night supervisors of the 27 wards and 8 operating rooms of Pavilions I and K and L and M at Bellevue Hospital. The General Superintendent of Training Schools states that these positions are to be filled by women of two or more years' experience in other departments, and under the proposed standard specifications the salary is therefore appropriate.

"On May 14, 1915, the Board of Estimate and Apportionment approved of the filling of the vacant position of Pathological Chemist at $2,500 per annum by the appointment of Alexander O. Gettler, pending the establishment of the grade of Pathologist at $2,280 per annum in Bellevue and Allied Hospitals. The Board of Aldermen established the above grade on June 15, 1915."

In view of the above facts we recommend the adoption of the following resolution granting the request for the modification of the Personal Service schedule, Code 2055. in Budget for the year 1915, to be effective as of July 1, 1915.

Respectfully, WM. A. PRENDERGAST, Comptroller; HENRY H. CURRAN, Acting President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for Bellevue and Allied Hospitals for the year 1915, to be effective as of July 1, 1915, as follows:

Personal Service, Salaries, Regular Employees, Hospital Service.

		Paid from Tax Levy Appro-priation.	Paid from Special Revenue Bonds.	Total.
2055	Bellevue Hospital—			
	Director of Psychopathic and Alcoholic Services	$4,000 00	.....	$4,000 00
	Assistant Medical Superintendent	3,500 00	.....	3,500 00
	Assistant Medical Superintendent	2,500 00	.....	2,500 00
	Assistant Superintendent	2,500 00	.....	2,500 00
	Assistant Director of Laboratories	2,100 00	.....	2,100 00
	Pathologist	2,280 00	.....	2,280 00
	Pathologist	1,800 00	.....	1,800 00
	Resident Pathologist, 2 at $600	1,200 00	.....	1,200 00
	Superintendent of Training School	1,800 00	.....	1,800 00
	Assistant Superintendent of Training School	1,200 00	.....	1,200 00
	Assistant Alienist, 2 at $2,100	4,200 00	.....	4,200 00
	Assistant Alienist	1,500 00	.....	1,500 00
	Assistant Resident Physician	1,800 00	.....	1,800 00
	Admitting Physician, 3 at $1,000	3,000 00	.....	3,000 00
	Resident Physician, 3 at $900	2,700 00	.....	2,700 00
	Resident Physician	600 00	.....	600 00
	Resident Physician, 6 at $450	2,700 00	.....	2,700 00
	Physician to Out-Patients, 3 at $600	1,800 00	.....	1,800 00
	Physician to Out-Patients, 5 at $300	1,500 00	.....	1,500 00
	Resident Obstetrician	1,200 00	.....	1,200 00
	Resident Obstetrician	900 00	.....	900 00
	Laboratory Assistant, 4 at $750	3,000 00	.....	3,000 00
	Instructor in Anaesthesia, 4 at $750	3,000 00	.....	3,000 00
	Pharmacist	1,200 00	.....	1,200 00
	Pharmacist, 2 at $900	1,800 00	.....	1,800 00
	Pharmacist	750 00	.....	750 00
	Radiographer	1,800 00	.....	1,800 00
	Photographer	1,200 00	.....	1,200 00
	Chief Investigator	1,200 00	.....	1,200 00
	Employment Agent	900 00	.....	900 00
	Interpreter	1,000 00	.....	1,000 00
	Dietitian	1,000 00	.....	1,000 00
	Visitor	900 00	.....	900 00
	Medical Bath Attendant	480 00	.....	480 00
	Hospital Clerk	1,050 00	.....	1,050 00
	Hospital Clerk	900 00	.....	900 00
	Hospital Clerk, 2 at $720	1,440 00	.....	1,440 00
	Hospital Clerk, 3 at $600	1,800 00	.....	1,800 00
	Hospital Clerk	540 00	.....	540 00
	Clerk	900 00	.....	900 00
	Clerk, 2 at $600	1,200 00	.....	1,200 00
	Clerk	480 00	.....	480 00
	Stenographer, 4 at $900	3,600 00	.....	3,600 00
	Chaplain, 5 at $450	2,250 00	.....	2,250 00
	Housekeeper, 2 at $800	1,600 00	.....	1,600 00
	Housekeeper, 3 at $600	1,800 00	.....	1,800 00
	Laundry Manager	1,200 00	.....	1,200 00
	Butcher, 2 at $720	1,440 00	.....	1,440 00
	Butcher	600 00	.....	600 00
	Barber	480 00	.....	480 00
	Gateman, 3 at $500	1,500 00	.....	1,500 00
	Driver, 2 at $600	1,200 00	.....	1,200 00
	Auto Engineman	1,200 00	.....	1,200 00
	Auto Engineman, 6 at $900	5,400 00	.....	5,400 00
	Laundryman	720 00	.....	720 00
	Laundryman	480 00	.....	480 00
	Laundress	600 00	.....	600 00
	Cook	900 00	.....	900 00
	Cook	720 00	.....	720 00
	Cook	480 00	.....	480 00
	Cook, 2 at $420	840 00	.....	840 00
	Orderly, 2 at $480	960 00	.....	960 00
	Orderly	360 00	.....	360 00
	Supervising Nurse (Social Service)	1,200 00	.....	1,200 00
	Trained Nurse, 9 at $900	6,300 00	$1,800 00	8,100 00
	Trained Nurse, 25 at $800	12,000 00	8,000 00	20,000 00
	Trained Nurse, 2 at $750	1,500 00	.....	1,500 00
	Trained Nurse, 18 at $720	12,960 00	.....	12,960 00
	Trained Nurse, 90 at $600	54,000 00	.....	54,000 00
	Head Pupil Nurse, 4 at $480	1,920 00	.....	1,920 00
	Head Pupil Nurse, 3 at $360	1,080 00	.....	1,080 00
	Hospital Helper Mechanic, 4 at $720	2,880 00	.....	2,880 00
	Hospital Helper Mechanic, 5 at $600	3,000 00	.....	3,000 00
	Hospital Helper Mechanic, 3 at $480	1,440 00	.....	1,440 00
	Hospital Helper	720 00	.....	720 00
	Hospital Helper, 2 at $600	1,200 00	.....	1,200 00
	Hospital Helper, 15 at $480	7,200 00	.....	7,200 00
	Hospital Helper, 4 at $420	1,680 00	.....	1,680 00
	Hospital Helper, 5 at $360	1,800 00	.....	1,800 00
	Hospital Helper, 50 at $300	15,000 00	.....	15,000 00
	Hospital Helper, 100 at $240	24,000 00	.....	24,000 00

	Paid from Tax Levy Appro-priation.	Paid from Special Revenue Bonds.	Total.
Hospital Helper, 75 at $180	13,500 00	.....	13,500 00
Unassigned balance	490 00	.....	490 00
For Operating Pavilions I and K and L and M—			
Radiographer	$1,200 00	.....	$1,200 00
Photographer	1,200 00	.....	1,200 00
Stenographer	720 00	.....	720 00
Trained Nurse, 2 at $900	1,800 00	.....	1,800 00
Trained Nurse, 7 at $600	4,200 00	.....	4,200 00
Unassigned balance	880 00	.....	880 00
Schedule total			$283,320 00
Tax Levy Allowance			$273,520 00
Special Revenue Bond Allowance			9,800 00
			$283,320 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Board of Aldermen and City Clerk—Proposed Agreement for Distribution of Printed Matter (Cal. No. 40).

(On April 16, 1915 (No. 180), the proposition of the Burns Publishing Company, Inc., was presented to the Board and referred to the Committee on Tax Budget.)

The Secretary presented the following report of the Committee on Tax Budget, recommending the denial of the application of the Burns Publishing Company, Inc.:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 6, 1915:

To the Board of Estimate and Apportionment, The City of New York:

Gentlemen—A request from the Burns Publishing Company for exclusive permission for five years to distribute a "Book of Useful Household Hints" through the Marriage License Bureau, in consideration of payment to the City of ten cents for each copy so distributed, was presented at the meeting of your Board on April 16th and referred to the Committee on Tax Budget.

The book as presented is in only rudimentary form, but Mr. Burns states that it will contain reliable recipes and other household information carefully prepared and edited, together with advertising matter of unexceptionable character. There will also be pages for a marriage and family record. Mr. Burns believes that such a book would be a cherished souvenir and of permanent value.

Information of the kind proposed is, however, readily available. Approval of a plan of this nature would open the door to a host of advertising devices, all of which would require investigation, and any that might be authorized would involve arrangements for regular supervision. In fact, the whole scope and nature of the plan seem hardly of the dignity befitting a document distributed with the sanction of the City authorities. It is advised that the request be denied by the adoption of the resolution appended. Respectfully submitted.

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; LEWIS H. POUNDS, President, Borough of Brooklyn; JOHN G. BORGSTEDE, Acting President, Borough of The Bronx, Committee on Tax Budget.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *denies* the application of the Burns Publishing Company for the privilege of distributing its "Marriage Record and Book of Useful Household Hints" through the Marriage License Bureau of the City.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Committee on Salaries and Grades.

County Court, Kings County—Retirement of Peter B. Marryatt, Court Attendant (Cal. No. 41).

(On July 9, 1914 (Cal. No. 236), the request in this matter was referred to the Committee on Salaries and Grades.)

The Secretary presented a communication, dated July 6, 1914, from the President of the Borough of Brooklyn, transmitting petition dated June 11, 1914, of Peter B. Marryatt, a Court Attendant in the Kings County Court, requesting retirement; and the following report of the Committee on Salaries and Grades recommending the denial of the request:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 13, 1915.

To the Board of Estimate and Apportionment, The City of New York:

Gentlemen—At a meeting of your Board held July 10, 1914, there was submitted a communication from the President, Borough of Brooklyn, dated July 6, 1914, transmitting a petition for retirement from Peter B. Marryatt, a Court Attendant in the Kings County Court.

In an opinion dated June 18, 1915, the Corporation Counsel held that employees of the County Courts were not employees of the City or County, within the meaning of section 165 of the Charter.

As Mr. Marryatt is not now in the service of the City of New York or of any of the municipalities, counties or parts thereof which have been incorporated into the City of New York, we recommend the adoption of the accompanying resolution denying the application of Peter B. Marryatt for retirement. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Whereas, Peter B. Marryatt, employed as a Court Attendant in the County Court, Kings County, has made application for retirement, under the provisions of sections 165, 166 and 167 of the Greater New York Charter, as amended; and

Whereas, The said Peter B. Marryatt is not now in the employ of The City of New York, or of any of the municipalities, counties or parts thereof which have been incorporated into The City of New York, as required by section 165 of the Charter; therefore be it

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 165 of the Greater New York Charter, as amended, hereby *denies* the application of Peter B. Marryatt for retirement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Correction—Establishment of Grade of Position of Tabulating Machine Operator (Cal. No. 42).

The Secretary presented a communication, dated June 17, 1915, from the Commissioner of Correction, requesting the establishment of the grade of position of Tabulating Machine Operator at $750 per annum for an unlimited number of incumbents; and the following report of the Committee on Salaries and Grades recommending the establishment of the grade of position at $720 per annum for three incumbents:

The City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 19, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 17, 1915, the Commissioner of Correction requested the establishment of the grade of position of Tabulating Machine Operator, at $750 per annum, for an unlimited number of incumbents. The Bureau of Standards reports thereon as follows:

The Commissioner requests the authority to appoint three Tabulating Machine Operators for the balance of the year in order that the Department may be able to make certain lengthy reports required by law. These reports must be made to the State Commissioner of Prisons on or before November 1, 1915.

The title and compensation, as well as the work to be performed, fall within the grade for Tabulating Machine Operators of the tentative specifications, with an initial salary of $720 per annum. Three establishments are needed.

The request involves a salary at the rate of $30 in excess of the minimum provided in the specifications.

The Department agrees to this report.

In view of the above facts, we recommend the adoption of the attached resolution recommending to the Board of Aldermen the establishment of the position and grade of position of Tabulating Machine Operator, at $720 per annum, for three incumbents. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen, the establishment in the Department of Correction of the grade of position, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Tabulating Machine Operator	$720 00	Three

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Department of Public Charities—Authority to Fill Vacancies; Establishment of Various Grades of Positions and Modification of Schedules (Cal. No. 43).

The Secretary presented a communication, dated June 10, 1915, from the Commissioner of Public Charities, requesting approval of a proposed segregation of Code No. 1991, Greenpoint Hospital, for 1915; and the following report of the Committee on Salaries and Grades:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 13, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 10, 1915, the Commissioner of the Department of Public Charities requested the approval of a proposed segregation of Code 1991. The Bureau of Standards reports thereon as follows:

"The sum of $50,000 is allowed in the budget of 1915 in Code 1991, Greenpoint Hospital, to become available only after the approval by the Board of Estimate and Apportionment of segregated schedules. The Board has approved certain segregations effective January 1 and May 1, 1915, totaling $13,642, and the present request is for the scheduling of the balance of the force necessary for the operation of the hospital, as it is intended to open the same for the reception of patients on August 1, 1915. The proposed schedule, involving an annual cost of $60,009, is as follows:

Medical Superintendent		$2,520 00
Superintendent of Training School		1,800 00
Clerk		840 00
Stenographer and Typewriter		720 00
Dietitian		720 00
Resident Physician		1,200 00
Deputy Superintendent for Training School		1,200 00
Pathologist		1,500 00
Radiographer		1,200 00
Internes (Resident), 3 at $480		1,440 00
Executive Interne		720 00
Auto Engineman, 2 at $960		1,920 00
Pharmacist		900 00
Supervising Nurse		840 00
Supervising Nurse		750 00
Trained Nurse, 10 at $600		6,000 00
Pupil Nurse, 12 at $144		1,728 00
Pupil Nurse, 19 at $120		2,280 00
Trained Nurse (Social Service)		750 00
Housekeeper		600 00
Clerk		750 00
Cook		720 00
Telephone Operator, 2 at $600		1,200 00
Laundryman		600 00
		$32,898 00
"Salaries, Temporary Employees."		
Hospital Helpers		18,840 00
"Wages, Regular Employees."		
Engineers, 3 at $4.50 per day (1,078 days)	$4.851 00	
Licensed Fireman, 3 at $3 per day (1,077 days)	3.231 00	
		8,082 00
"Wages, Temporary Employees."		
Engineer at $4.50 per day (14 days)	$63 00	
Licensed Fireman at $3 per day (42 days)	126 00	
		189 00
Total		$60,009 00

"Medical Superintendent at $2,520, Superintendent Training School at $1,320, Clerk at $840, Stenographer and Typewriter at $720, Dietitian at $720, and Engineers and Firemen (regular) were allowed on the previous modifications, but only the Clerk, Stenographer, Engineers and Firemen have been employed. All the salaried regular positions except the following are recommended, as the proposed rates do not exceed the minimum of the specifications and the positions appear to be necessary.

"Superintendent Training School, $1,800.

"This position was allowed in the previous modification at $1,320, the minimum of the specifications, and no additional amount is recommended. The rate paid the Assistant Superintendent of Training School, in charge of Fordham Hospital and Training School, and the Supervising Nurse, assigned to the same work at Gouveneur, is $1,200 per annum.

"Deputy Superintendent Training School, $1,200.

"This position is not required in this hospital, according to the report of the Hospital Investigating Committee, and is therefore not recommended. Other city hospitals of larger bed capacity do not have this position in addition to a Superintendent of Training School.

"Supervising Nurse, $840.

"The minimum of the specifications for this position is $780, and this amount is recommended, as the Department have not yet selected any one now employed in the service at a higher rate for transfer to this position.

"Pupil Nurse (12 *at* $144; 19 *at* $120).

"The specifications provide $120 for this position and 31 at this rate are recommended.

"Resident Physician, $1,200.

"The minimum of the specifications for this position is $900, and the nearest established rate is $1,000. The latter sum is therefore recommended, and the position at the minimum recommended to be established.

"Interne, Resident (3 *at* $480).

"The minimum of the specifications for this position is $240, and the nearest established rate is $480. The latter sum is therefore recommended, and the position at the minimum recommended to be established.

"The paid resident medical staff allowed this institution is in excess of the other city hospitals of equal bed capacity.

"Radiographer, $1,200.

"This position has not been established. The specifications provide for Physician (Roentgenologist) at a minimum of $1,500 for this work, and the establishment of this position at this rate is recommended.

"Housekeeper, $600.

"The minimum of the specifications for this work is $540 and the title is Matron. Neither the position of housekeeper nor matron has been established at $540, and the nearest established rate of $600 is recommended as is also the establishment at the minimum of the specifications.

"Auto Engineman (2 at $960, With Maintenance).

"The minimum of the specifications for this position is $960 without maintenance, and this rate is recommended.

"Clerks.

"In addition to the clerk at $840 now allowed and one requested at $750, three hospital helpers (clerks), 2 at $480 and 1 at $360 with maintenance are requested. Two Hospital Clerks, at $480, without maintenance, are recommended. This is in excess of the clerical force allowed hospitals of this size.

"Telephone Operator.

"Two at $600 without maintenance, and 1 hospital helper at $480 with maintenance for telephone operating work are requested. Three telephone operators at $600 without maintenance are recommended.

"Hospital Helpers.

"For hospital helpers a lump sum of $18,840 is requested and the Department has consented to the following allowance, the annual cost being $15,060, the positions being allowed at the minimum of the specifications, the number of employees being determined by the expected necessity, the persons to be employed only as required.

3 positions at $480 (21 months)	$840 00
1 position at $420 (6 months)	210 00
1 position at $390 (5 months)	172 50
1 position at $330 (6 months)	165 00
8 positions at $300 (41 months)	1,025 00
19 positions at $240 (106 months)	2,120 00
30 positions at $180 (154 months)	2,310 00
1 position at $120 (5 months)	50 00
Total	$6,892 50

"Engineers and Firemen.

"The Engineers and Firemen are recommended as requested, the number of days for engineers, including vacation time, being 1,092, and the firemen 1,119, the difference being due to the different dates of appointments of these persons.

"The annual cost of the force on the modification recommended is $544.81, which will be reduced to $539.01 when the additional grades are established.

"The Commissioner states in regard to this report as follows:

"' We desire to approve and request the unanmious consent of the report made by the Bureau of Standards. With certain items of this report we do not agree and desire later to make request to the Board of Estimate for certain modifications more particularly affecting the salary of the Superintendent of the Training School for Nurses, the salary of the Resident Physician, the salaries of the Resident Internes, the necessity for a Deputy Superintendent of Training School, and the salaries of certain other positions.'"

In view of the facts set forth above, we recommend that the report of the Bureau of Standards in regard to the segregation of this Code be approved by the adoption of the attached resolutions modifying the schedule authorizing the filling of certain positions in excess of the minimum, and recommending the establishment of certain positions. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the terms and conditions of resolution "Second (c)" accompanying the Budget for the year 1915, hereby authorizes the Commissioner of Public Charities to fill the following vacant positions in Code 1991, at the rates stated, pending the establishment of these positions at the minimum of the specifications:

Title.	Rate Per Annum.	Number of Incumbents.
Resident Physician	$1,000 00	One
Interne (Resident)	480 00	Three
Housekeeper	600 00	One

—and specifically waives the minimum clause of said resolution in these cases.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the Department of Public Charities, of the grades of positions in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Assistant Physician	$900 00	One
Medical Interne	240 00	Three
Physician (Roentgenologist)	1,500 00	One
Matron	540 00	One

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the segregated schedule for Code 1991, Greenpoint Hospital, Department of Public Charities, for the year 1915, effective July 1, 1915, as follows:

Personal Service, Salaries Temporary Employees.

1991	Greenpoint Hospital—	
	Medical Superintendent, at $2,520 (8 months)	$1,680 00
	Superintendent of Training School, at $1,320 (8 months)	880 00
	Clerk, at $840 (8 months)	560 00
	Stenographer and Typewriter, at $720 (8 months)	480 00
	Dietitian, at $720 (8 months)	480 00
	Resident Physician, at $1,000 (6 months)	500 00
	Executive Interne, at $720 (6 months)	360 00
	Interne (Resident), at $480 (15 months)	600 00
	Pathologist, at $1,500 (5 months)	625 00
	Pharmacist, at $900 (6 months)	450 00
	Supervising Nurse, at $780 (6 months)	390 00
	Supervising Nurse, at $750 (6 months)	375 00
	Trained Nurse, at $600 (50 months)	2,500 00
	Pupil Nurse, at $120 (132 months)	1,320 00
	Trained Nurse (Social Service), at $750 (5 months)	312 50
	Housekeeper, at $600 (6 months)	300 00
	Clerk, at $750 (5 months)	312 50
	Hospital Clerk, at $480 (10 months)	400 00
	Telephone Operator, at $600 (18 months)	900 00
	Cook, at $720 (6 months)	360 00
	Laundryman, at $600 (6 months)	300 00
	Auto Engineman, at $960 (10 months)	800 00
	Hospital Helper, at $480 (21 months)	840 00
	Hospital Helper, at $420 (6 months)	210 00
	Hospital Helper, at $390 (5 months)	172 50
	Hospital Helper, at $330 (6 months)	165 00
	Hospital Helper, at $300 (41 months)	1,025 00
	Hospital Helper, at $240 (106 months)	2,120 00
	Hospital Helper, at $180 (154 months)	2,310 00
	Hospital Helper, at $120 (5 months)	50 00
	Total	$21,777 50

Personal Service, Wages Temporary Employees.

Engineers, at $4.50 per day (1,092 days)	$4,914 00
Fireman, at $3 per day (1,119 days)	3,357 00
Total	$8,271 00
Total of Schedules	$30,048 50
Undistributed Amount	19,951 50
Schedule Total	$50,000 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Police Department—Transfer of Appropriation and Modification of Schedules (Cal. No. 44).

The Secretary presented a communication, dated July 19, 1915, from the Police Commissioner, requesting a modification of Schedule involving a transfer within the appropriation for said Department for 1915; and the following report of the Committee on Salaries and Grades recommending approval thereof:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 22, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 19, 1915, the Police Commissioner requested revision of two salary schedules for the year 1915, involving a transfer of $1,270.83. The Bureau of Standards reports thereon as follows:

"In Personal Service, Salaries Regular Employees, No. 1600 Administration, and No. 1603, Care of Buildings, Grounds and Equipment, it is proposed to make the following changes:

Account No. 1600—

"To change the lines, 'Examiner, 2 at $1,800' and 'Balance unassigned, $130" to read 'Examiner, 1 at $1,800,' 'Secretary to Deputy Commissioner at $2.000.' 'Stenographer to Commissioner at $1,350,' leaving an unassigned balance of $1,630.

Account No. 1603—

"To change the lines 'Horseshoer, 5 at $1,400,' 'Horseshoer's Helper, 5 at $1.200' and 'Balance unassigned, $450' to read 'Horseshoer, 4 at $1,400' and 'Horseshoer's Helper, 4 at $1,200,' involving a transfer of funds from this account to Account No. 1600, amounting to $1,270.83.

"The purpose of this request is to provide for the temporary employment of a Secretary and Stenographer pending the establishment of the grades of positions for the Fifth Deputy Police Commissioner by the Board of Aldermen. The salaries herein proposed for the temporary employments are a little in excess of the rates at which establishment of the positions are requested, but this is occasioned because they are the nearest grades now established for the Department under Section 56 of the Charter.

"The request to fill the positions in this way, pending establishment of the positions, is occasioned because of the actual needs of the Department, and the inability to fill the places temporarily from among regular employees because of vacations.

"Duties now assigned to the Fifth Deputy Commissioner are as follows:

"General supervision and direction of—

"Special Squad assigned to obtain evidence of illicit use of drugs.

"Special Squad of Detectives assigned to investigate and secure evidence on bomb explosions and other relative crimes.

"Direction of the Uniformed Force of the Borough of Queens.

"Direction of the Boiler Squad, comprising about 17 men engaged in the examination and testing of steam boilers, investigating applicants for engineers' and firemen's certificates, etc.

"Supervision of the Board of Surgeons.

"Supervision of the issuing of parade and pistol permits, pension investigations, etc.

"Directing the investigatoin of all applications for pool table licenses, about 2,500 annually.

"Direction of special emergency squads, depending in number and purpose on crime problems presented from time to time.

"If the position of Secretary to the Fifth Deputy Commissioner is established, it is proposed to have the incumbent supervise various activities, under the direction of the Fifth Deputy Commissioner, the work of the various special squads and the uniformed force of the Borough of Queens, involving supervision over forces covering territory of three or more boroughs at one time. Much of the time of the Deputy Commissioner or his secretary will necessarily have to be spent in personal outside work.

"Other work to be assigned to the Secretary, if allowed, will be as follows:

"Preparing correspondence, acting as intermediary between the Deputy Commissioner, the public and members of the Department. Supervising various activities under the direction of the Deputy Commissioner. Directing the proper transmission of orders, miscellaneous papers, etc. Make special investigations relative to various problems coming under the jurisdiction of the Fifth Deputy Commissioner. Reviewing applications and making recommendations for the granting or denying of pistol, parade and other permits. Conducting the office, furnishing information, etc. at such times as the Deputy Commissioner may be personally conducting outside work, on tours of inspection, etc.

"The work planned falls within Grade 1C of the Private Secretary Group of the proposed specifications, and is one of the examples of positions for this grade. The compensation for this grade ranges from $1,800 to $2,160, and under the provisions of resolution 2C of the Budget, the position should be filled at the minimum rate of $1,800.

"The position of Stenographer to the Fifth Deputy Commissioner is requested because of the great amount of confidential and verbatim work that is necessary to the proper performance of the function of the office. The incumbent of this position will be called upon to report hearings, take verbatim statements of prisoners, informers, complainants, etc., and upon the accuracy of his work much will depend.

"The work of the Stenographer falls within Grade 3 of the Stenographer Group of the proposed specifications with salaries ranging from $1,320 to $1,560. The establishment of this position is asked for at $1,200 to conform to compensations now allowed for similar stenographic occupations.

"The work of the office of the Fifth Deputy Commissioner is of such character as to require considerable night work, and both the Secretary and Stenographer will be subject to call at any time while off duty.

"We believe that the work assigned to this office is of such importance as to require the assistants requested, and we therefore recommend the adoption of the attached resolution approving the request for appointments of a Secretary at $2,000 and a Stenographer at $1,350, pending establishment of the positions at the lower rates." Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Police Department for the year 1915, as follows:

FROM

Personal Service, Salaries Regular Employees.

1603 Care of Buildings, Ground and Equipment..... $1,270 83

TO

Personal Service, Salaries Regular Employees.

1600 Administration $1,270 83

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Police Department for the year 1915, as follows:

Personal Service, Salaries, Regular Employees.

1600	Administration—	
	Police Commissioner	$7,500 00
	First Deputy Police Commissioner	6,000 00
	Second Deputy Police Commissioner	6,000 00
	Third Deputy Police Commissioner	6,000 00
	Fourth Deputy Police Commissioner	6,000 00
	Fifth Deputy Police Commissioner	6,000 00
	Secretary to Department	3,600 00
	Secretary to Commissioner	3,500 00
	Secretary to First Deputy Commissioner	2,100 00
	Secretary to Second Deputy Commissioner	2,100 00
	Secretary to Third Deputy Commissioner	2,100 00
	Secretary to Fourth Deputy Commissioner	1,800 00
	Secretary to Fifth Deputy Commissioner	2,000 00
	Stenographer to Commissioner	1,650 00
	Stenographer to Commissioner	1,350 00
	Stenographer to First Deputy Commissioner	1,500 00
	Stenographer to Second Deputy Commissioner	1,200 00
	Stenographer to Third Deputy Commissioner	1,350 00
	Stenographer to Fourth Deputy Commissioner	1,200 00
	Executive Clerk	2,100 00
	Chief Clerk	5,000 00
	Purchasing Agent	2,400 00
	Statistician	1,500 00
	First Deputy Clerk	3,500 00
	Deputy Clerk	3,000 00
	Second Deputy Clerk	2,400 00
	Deputy Clerk, 3 at $2,000	6,000 00
	Deputy Clerk	1,600 00
	Deputy Clerk	1,500 00
	Deputy Clerk, 2 at $1,400	2,800 00
	Deputy Clerk	1,800 00
	Deputy Clerk, 12 at $1,000	12,000 00
	Trial Stenographer	2,500 00
	Stenographer, 4 at $960	3,840 00
	Stenographer	720 00
	Stenographer and Typewriter	2,000 00
	Stenographer and Typewriter	1,560 00
	Stenographer and Typewriter, 2 at $1,500	3,000 00
	Stenographer and Typewriter	1,350 00
	Stenographer and Typewriter	1,200 00
	Chief Bookkeeper	4,000 00
	Accountant	2,400 00
	Bookkeeper, 3 at $1,200	3,600 00
	Bookkeeper, 2 at $840	1,680 00
	Deputy Clerk, 3 at $2,400	7,200 00
	Deputy Clerk, 8 at $1,200	9,600 00
	Clerk, 2 at $1,380	2,760 00
	Clerk, 8 at $900	7,200 00
	Clerk, 3 at $840	2,520 00
	Clerk, 3 at $540	1,620 00
	Clerk	300 00
	Complaint Clerk	2,500 00
	Property Clerk	2,400 00
	Assistant Property Clerk	1,500 00
	Foreman Printer	1,820 00
	Typist, 3 at $780	2,340 00
	Typist	600 00
	Hollerith Machine Operator, 2 at $720	1,440 00
	Inspector of Supplies	1,200 00
	Storekeeper	1,320 00
	Stores Foreman, 2 at $900	1,800 00
	Assistant Mechanical Engineer	2,220 00
	Examiner	1,800 00
	Balance unassigned	1,630 00
	Schedule Total	$190,170 00

Personal Service, Salaries, Regular Employees.

1603	Care of Buildings, Grounds and Equipment—	
	Architectural Draftsman	$1,950 00
	Architectural Draftsman	1,200 00
	Batteryman	1,200 00
	Cleaner, 13 at $540	7,020 00
	Elevatorman, 4 at $900	3,600 00
	Male Cleaners, 17 at $600	10,200 00
	Matron	600 00
	Veterinary Surgeon, 2 at $1,500	3,000 00
	Superintendent of Stables	2,000 00
	Horseshoers, 4 at $1,400	5,600 00
	Horseshoer's Helpers, 4 at $1,200	4,800 00
	Foreman of Mechanics	1,500 00
	Janitor Engineer	1,500 00
	Laborer, 3 at $780	2,340 00
	Schedule Total	$46,510 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Police Department—Establishment of Grades of Positions (Cal. No. 45).

The Secretary presented a communication, dated June 5, 1915, from the Police Commissioner, requesting the establishment of the grade of position of Secretary to the Fifth Deputy Commissioner at $1,800 per annum, and of Stenographer to the Fifth Deputy Commissioner at $1,200 per annum; and the following report of the Committee on Salaries and Grades recommending approval thereof:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 22, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 5, 1915, the Police Commissioner requested establishment in the Police Department, pursuant to the provisions of section 56 of the Greater New York Charter, of the position of Secretary to the Fifth Deputy Commissioner, at $1,800 per annum, and Stenographer to the Fifth Deputy Commissioner, at $1,200 per annum. The Bureau of Standards reports thereon as follows:

"Duties now assigned to the Fifth Deputy Commissioner are as follows:

"General supervision and direction of:

"Special squad assigned to obtain evidence of illicit use of drugs.

"Special squad of detectives assigned to investigate and secure evidence on bomb explosions and other relative crime.

"Direction of the uniformed force of the Borough of Queens.

"Direction of the Boiler Squad, comprising about 17 men, engaged in the examination and testing of steam boilers, investigating applicants for engineers' and firemen's certificates, etc.

"Supervision of the issuing of parade and pistol permits, pension investigations, etc.

"Directing the investigation of all applications for pool table licenses, about 2,500 annually.

"Direction of special emergency squads, depending in number and purpose on crime problems presented from time to time.

"Supervision of the Board of Surgeons, etc.

"If the position of Secretary to the Fifth Deputy Commissioner is established, it is proposed to have the incumbent supervise various activities under the direction of the Fifth Deputy Commissioner, the work of the various special squads and the uniformed force of the Borough of Queens, involving supervision over forces covering territory of three or more boroughs at one time. Much of the time of the Deputy Commissioner or his Secretary will necessarily have to be spent in personal outside work.

"Other work to be assigned to the Secretary, if allowed, will be as follows:

"Preparing correspondence, acting as intermediary between the Deputy Commissioner, the public and members of the Department. Supervising various activities under the direction of the Deputy Commissioner. Directing the proper transmission of orders, miscellaneous papers, etc. Make special investigations relative to various problems coming under the jurisdiction of the Fifth Deputy Commissioner. Reviewing applications and making recommendations for the granting or denying of parade, pistol and other permits. Conducting the office, furnishing information, etc., at such times as the Deputy Commissioner may be personally conducting outside work, on tours of inspection, etc.

"The work planned falls within Grade 1C of the Private Secretary Group of the proposed specifications, and is one of the examples of positions for this grade. The compensation for this grade ranges from $1,800 to $2,160, and, under the provisions of resolution 2C of the Budget, the position should be filled at the minimum rate of $1,800.

"The position of Stenographer to the Fifth Deputy Commissioner is requested because of the great amount of confidential and verbatim work that is necessary to the performance of the function of the office. The incumbent of this position will be called upon to report hearings, take verbatim statements of prisoners, informers, complainants, etc., and upon the accuracy of his work much will depend.

"The work of the Stenographer falls within Grade 3 of the Stenographer Group of the proposed specifications, with salaries ranging from $1,320 to $1,560. The establishment of the position is asked for at $1,200 to conform to compensation now allowed for similar stenographic occupations.

"The work of the office of the Fifth Deputy Commissioner is of such character as to require considerable night work, and both the Secretary and Stenographer will be subject to call at any time while off duty."

We believe that the work assigned to this office is of such importance as to require the assistants requested, and we, therefore, recommend the adoption of the attached resolution providing for the establishment of the positions of Secretary to the Fifth Deputy Commissioner at $1,800 per annum, and Stenographer to the Fifth Deputy Commissioner at $1,200 per annum, in the Police Department.

Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Greater New York Charter, hereby recommends to the Board of Aldermen the establishment in the Police Department of the grades of positions, in addition to those heretofore established, as follows:

Title.	Rate Per Annum.	Number of Incumbents.
Secretary to Fifth Deputy Commissioner	$1,800 00	One
Stenographer to Fifth Deputy Commissioner	1,200 00	One

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Licenses—Transfer of Appropriation and Modification of Schedules (Cal. No. 46).

The Secretary presented a communication, dated June 28, 1915, from the Commissioner of Licenses, requesting a transfer within the appropriation for said Department for 1915; and the following report of the Committee on Salaries and Grades recommending approval thereof and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 17, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 28th, 1915, the Department of Licenses requested a transfer of $1,100 within 1915 appropriations. The Bureau of Standards reports thereon as follows:

"It is proposed to transfer $1,100 out of No. 264, General Plant Supplies, to replenish the following accounts:

"Purchase of Equipment, No. 266, Office Equipment, in the sum of $550.

"Contract or Open Order Service, No. 271, General Plant Service, $90.

"No. 273, Contingencies, $410.

"No. 269, General Repairs, $50.

"The additional amount requested for the Contingencies Account is necessary principally because of the unforeseen expenditures necessitated by the crusade against cabarets without theatre licenses. The other amounts are necessary to cover expenses incidental to consolidation and moving of the offices."

In view of the foregoing, we recommend the adoption of the attached resolutions granting the request. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Department of Licenses for the year 1915 as follows:

FROM

Supplies.

264	General Plant Supplies	$1,100 00

TO

Purchase of Equipment.

266	Office Equipment	$550 00

Contract or Open Order Service.

269	General Repairs	50 00
271	General Plant Service	90 00
273	Contingencies	410 00
		$1,100 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Licenses for the year 1915 as follows:

Supplies.

264	General Plant Supplies	$3,190 00

Purchase of Equipment.

266	Office Equipment		$1,550 00

Contract or Open Order Service.

269	General Repairs—		
	General	$235 00	
	Repairs to Taxicab Testing Apparatus	150 00	
	Total General Repairs		$385 00
271	General Plant Service		$200 00
273	Contingencies		$1,650 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Department of Water Supply, Gas and Electricity—Transfer of Appropriation (Cal. No. 47).

The Secretary presented a communication, dated June 30, 1915, from the Commissioner of Water Supply, Gas and Electricity, requesting a transfer within the appropriation for said Department for the year 1911; and the following report of the Committee on Salaries and Grades recommending approval thereof:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 21, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 30, 1915, the Commissioner of Water Supply, Gas and Electricity requested a transfer of funds within appropriations for the year 1911. The Bureau of Standards reports thereon as follows:

"It is requested that $25 be transferred from the 1911 appropriation entitled Heat, Light and Power, Queens, No. 684, Lighting Public Buildings, to Office of the Borough Engineer, Manhattan and The Bronx, No. 478, Taxes. This amount is needed in the latter account to pay a claim for services and expenses in serving nine writs of certiorari to review assessments in Putnam County in 1911. The bill has been certified by the Corporation Counsel."

In view of the foregoing we recommend the adoption of the attached resolution granting the request. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Department of Water Supply, Gas and Electricity, for the year 1911, as follows:

FROM

Heat, Light and Power, Borough of Queens, Bureau of Lamps and Lighting.

684	Lighting Public Buildings	$25 00

TO

Office of Borough Engineer.

478	Taxes	$25 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Bridges—Transfer of Appropriation and Modification of Schedules (Cal. No. 48).

The Secretary presented a communication, dated June 15, 1915, from the Commissioner of Bridges, requesting a modification of schedules for said Department for 1915; and the following report of the Committee on Salaries and Grades recommending approval thereof, the modification of the schedule to be effective as of the date upon which the position of Assistant Engineer was established:

City of New York, Board of Estimate and Apportioment, Municipal Building, Bureau of Contract Supervision, July 24, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 15, 1915, you referred to the Committee on Salaries and Grades a request of the Commissioner of Bridges for a modification of two salary schedules in his department for the year 1915. This request was referred to the Committee on Salaries and Grades on June 15, 1915.

The Bureau of Contract Supervision reports thereon as follows:

"In Personal Service, Salaries, Regular Employees, Engineering Supervision, 2746 TC, Tax Levy and Corporate Stock Force, it is proposed to eliminate the line Chief Engineer at $10,000 and add the line 'Balance Unassigned $8,800'; and in Engineering Supervision, 2745, Tax Levy Force, it is proposed to increase the line Assistant Engineer from $6,000 to $7,200.

"At the time this request was made the position of Assistant Engineer at $7,200 in the Department of Bridges had not been established. On June 15, 1915, the Commissioner of Bridges requested the establishment of this grade of position, and upon the recommendation of the Committee on Salaries and Grades the Board of Estimate and Apportionment, pursuant to the provisions of section 56 of the Charter, recommended on July 1, 1915, the establishment of this position, and at the same time the abolition of the position of Chief Engineer at $10,000 per annum. The Board of Aldermen on July 6, 1915, approved of and concurred in this recommendation, which was approved by the Mayor on July 16, 1915.

"The purpose of the request is to promote Mr. Edward A. Byrne, Assistant Engineer, from $6,000 to $7,200 per annum. Mr. Byrne is to be the chief engineering executive of the department with jurisdiction over all engineers and engineering matters. This position falls within the Engineering Group which provides for a minimum compensation of $6,120, which is but $120 over Mr. Byrne's present rate of compensation. He was appointed as axeman in the city service over 28 years ago and has held successively all the positions in the engineering service. Since 1898 he has occupied the position of Assistant Engineer and has held his present position since September, 1912. During the past two years, owing to the illness of the Chief Engineer, he has been called upon to perform those duties for nearly half the time. As there has been a marked decrease in important construction work in the Bridge Department, Mr. Byrne will be called upon to perform the duties of the Chief Engineer in addition to his present duties, thereby effecting a net saving of $8,800 in salaries. To permit the payment of this added compensation as of July 16, 1915, the date the position was established, it will be necessary to transfer the sum of $551.61 from Code 2746 to Code 2745, these being the two codes affected by this transfer."

We recommend the adoption of the attached resolutions granting the request of the Commissioner of Bridges, with the exception, however, that the modification of the schedule is to be effective as of the date upon which the position was established. Respectfully,

WM. A. PRENDERGAST, Comptroller; HENRY H. CURRAN, Acting President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Department of Bridges for the year 1915, as follows:

FROM

Personal Service, Salaries, Regular Employees, Engineering Supervision.

2746TC	Tax Levy and Corporate Stock Force	$551 61

TO

Personal Service, Salaries, Regular Employees, Engineering Supervision.

2745	Tax Levy Force	$551 61

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Bridges for the year 1915, to be effective as of July 16, 1915, as follows:

Personal Service, Salaries, Regular Employees, Engineering Supervision.

2745	Tax Levy Force—	
	Assistant Engineer	$7,200 00
	Assistant Engineer, 3 at $5,000	15,000 00
	Assistant Engineer	4,000 00
	Assistant Engineer, 2 at $2,400	4,800 00
	Draftsman, 2 at $1,800	3,600 00
	Steel Inspector, 2 at $1,650	3,300 00
	Clerk	2,250 00
	Clerk, 1 at $1,500	1,500 00
	Clerk	1,050 00
	Clerk, 4 at $600	2,400 00
	Stenographer and Typewriter	750 00
	Messenger	1,050 00
	Messenger, 2 at $1,200	2,400 00
	Schedule Total	$49,300 00
2746TC	Tax Levy and Corporate Stock Force—	
	Assistant Engineer, 2 at $3,000	$6,000 00
	Clerk	1,650 00
	Stenographer and Typewriter	1,500 00
	Messenger	1,200 00
	Photographer	1,200 00
	Automobile Engineman	1,200 00
	Balance Unassigned	8,800 00
	Schedule Total	$21,550 00
	Tax Levy Allowance	$10,175 00
	Corporate Stock Allowance	11,375 00
	Total Allowance	$21,550 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

District Attorney, Bronx County—Transfer of Appropriation (Cal. No. 49).

The Secretary presented a communication, dated June 11, 1915, from the District Attorney of Bronx County, requesting a transfer within the appropriation for said office for 1915; also a communication from the Acting District Attorney of Bronx County, dated June 30, 1915, requesting a transfer of $50 to provide for the appointment of a temporary telephone operator; and the following report of the Committee on Salaries and Grades, recommending the denial of the request:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 13, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 11, 1915, the District Attorney of Bronx County requested a transfer of $50. The Bureau of Standards reports as follows:

"The purpose is to provide a temporary telephone operator for one month while the regular operator is on a vacation. That request was superseded by a communication, dated June 30, requesting transfer of $50 from schedule 3262, Fees and Commissions, to 3261, Wages Temporary Employees. The request is in conflict with Budget Resolution 1F governing transfers from appropriations for Fees and Commissions."

In view of the report of the Bureau the Committee recommends that the request be denied. Respectfully

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the request of the District Attorney of Bronx County, as set forth in a communication dated June 11, 1915, for the transfer of $50 from Schedule 3262, Fees and Commissions, to Schedule 3261, Wages Temporary Employees, for the year 1915, be and the same is hereby *denied* because of conflict with Budget Resolution "First(f)."

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

District Attorney, Bronx County—Issue of Special Revenue Bonds and Modification of Schedules (Cal. No. 50).

The Secretary presented a communication, dated July 1, 1915, from the District Attorney of Bronx County, requesting an issue of $11,000 in special revenue bonds, to provide for extraordinary expenses in connection with the proper conduct of criminal actions; and the following report of the Committee on Salaries and Grades, recommending approval thereof to the extent of $8,000, and modification of schedules involved:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 13, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 1, 1915, the District Attorney of Bronx County requested $11,000 special revenue bonds. This supersedes and includes the request of June 7. The Bureau of Standards reports as follows:

"The application is made pursuant to the provisions of section 1542 of the Charter. The section provides:

"'It shall be lawful, however, for the Board of Estimate and Apportionment in its discretion and upon the certificate of the District Attorney of any such county that the public interests demand for the proper conduct of a criminal action of exceptional difficulty, that an additional appropriation be made for that purpose, to make such appropriation and to authorize the Comptroller to issue special revenue bonds to provide the necessary means therefor.'

"The District Attorney has duly certified that actions against Benjamin Stransky, indicted for murder in the first degree; Mrs. Ida Sniffen Walters, indicted for murder in the first degree; Lorlys Elton Rogers, indicted in connection with the same case and several other actions are of exceptional difficulty and that the public interests demand a special appropriation.

"In schedule 3261, Wages Temporary Employees, $500 is requested for interpreters. The Budget allowance for this schedule was $2,500 for Stenographers to the Grand Jury and $200 for Interpreters. The appropriation for Interpreters was entirely exhausted by the case of Mary Procikiewicz, indicted for murder in the first degree. Neither defendant nor any of the witnesses could speak English. A balance of approximately $1,300 remains of the sum appropriated for Grand Jury Stenographers. During the first six months of 1915 this service, with transcripts, cost about $1,125.00. It is estimated that there will be about fifty sessions of the Grand Jury during the remaining months of 1915. The Stenographers' fee is $10 per session and transcripts average about $80 per month. On this basis service will cost $500 and transcripts about $500. The present balance is $1,320. A modification making $250 of that balance available for Interpreters will avoid a present issue of special revenue bonds. That course is suggested.

"In schedule 3262, Fees and Commissions, $1,000 is requested for private detectives and $2,500 for transcripts from official court Stenographers. The budget appropriation for private detectives was $500. That sum has been spent. The budget allowance for transcripts of official Court Stenographers was $500. To date about $425 has been paid and bills amounting to about $1,500 remain unpaid.

"In this schedule $1,000 was appropriated for fees of experts. To date $230 has been spent; $770 remains. It is suggested that $500 of that balance be made available for fees of official Court Stenographers with $2,000 special revenue bonds. That will provide a fund equal to expenditures for the first six months of 1915. Many are white slave cases, which require the services of female detectives almost every day. An additional $500 is suggested for this purpose. The total special revenue bonds suggested for this schedule is $2,500, with a modification to make available $500 now appropriated under another line.

"In schedule 3266, Contingencies, $7,000 is requested. The budget allowance was $5,100. It is exhausted and bills for $457 remain unpaid. Expenses of extradition proceedings are paid from this account. One case is pending in which it will probably be necessary to send a detective to California to bring a fugitive back to New York. The railroad fares and expenses in this case will amount to about $500. Contingencies in the office of a District Attorney are necessarily a matter of estimate and cannot be foretold with precision. As expenditures for the first six months show a total of about $5,500, it is suggested that a similar amount be authorized for the remainder of the year.

"The total amount of special revenue bonds suggested is $8,000. Modifications suggested are, in schedule 3261, to make $250, appropriated for Stenographers to the Grand Jury, available for Interpreters; in schedule 3262, to make $500 appropriated for experts available for official Stenographer Transcripts."

In view of the report, the Committee recommends adoption of the attached resolutions giving effect to suggestions of the Bureau. Respectfully,

WM. A. PRENDERGAST, Comptroller; GEORGE McANENY, President, Board of Aldermen; Committee on Salaries and Grades.

On motion, Rule 19 was waived in this matter and the following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 1542 of the Greater New York Charter, hereby appropriates an amount not exceeding eight thousand dollars ($8,000) to provide funds for the special expenses of the office of the District Attorney of Bronx County, in connection with investigations and criminal prosecutions growing out of the actions against Benjamin Stransky, Mrs. Ida Sniffen Walters, John Palmieri, Tony Fish, Catherine Mancini, Joseph Duer, Henrietta Annette, Lorlys Elton Rogers, Gabriel Muehlstein and John Flanagan and for the purpose of providing means therefor, the Comptroller be and is hereby authorized to issue special revenue bonds of The City of New York to an amount not exceeding eight thousand dollars ($8,000) redeemable from the tax levy of the year succeeding the year of their issue.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the office of the District Attorney, Bronx County, for the year 1915, as follows:

3261	Wages Temporary Employees—		
	Stenographer to the Grand Jury, at $10 per diem and compensation for transcript of testimony at 10 cents per folio	$2,250 00	
	Interpreter, at $5 per day (90 days)	450 00	
			$2,700 00
3262	Fees and Commissions—		
	Experts	$500 00	
	Official Stenographers (Transcripts, including City Magistrates Courts)	3,000 00	
	Private Detectives	1,000 00	
			$4,500 00
	Tax Levy Allowance	$2,000 00	
	Special Revenue Bond Allowance	2,500 00	
	Total		$4,500 00
3266	Contingencies		$10,600 00
	Tax Levy Allowance	$5,100 00	
	Special Revenue Bond Allowance	5,500 00	
			$10,600 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Committee on Street Cleaning.

Department of Street Cleaning—Approval of Award of Contracts for the Removal of Snow and Ice for the Season of 1915-1916 (Cal. No. 51).

The Secretary presented a report of the Committee on Street Cleaning recommending the award by the Commissioner of Street Cleaning, of contracts for the removal of snow and ice in the Boroughs of Manhattan, The Bronx and Brooklyn, for the season of 1915-1916, to the lowest bidder in each instance, as follows:

For the Borough of Manhattan, entire, to Celestino de Marco, at the price of	37c. per cu. yd.
For the Borough of The Bronx, entire, to the Thomas Crimmins Contracting Company, at the price of	30c. per cu. yd.
For the Borough of Brooklyn:	
For the First Snow Removal District to Parsons & Lantry, Inc., at the price of	34.7c. per cu. yd.
For the Second Snow Removal District, to the Rosenthal Engineering Contracting Company, at the price of	28c. per cu. yd.
For the Third Snow Removal District to the Rosenthal Engineering Contracting Company, at the price of	31c. per cu. yd.
For the Fourth Snow Removal District, to Thomas Galandriello, at the price of	34c. per cu. yd.

The Secretary also presented a communication, dated July 20, 1915, from the Commissioner of Street Cleaning requesting approval of the award of the above contracts.

The matter was laid over until August 5, 1915.

From the Department of Finance.

President, Borough of Brooklyn—Transfer of Appropriation and Modification of Schedules (Cal. No. 52).

The Secretary presented a communication, dated July 12, 1915, from the Commissioner of Public Works, Borough of Brooklyn, requesting a transfer within the appropriations for the Bureau of Public Buildings and Offices, Borough of Brooklyn, for 1915; and the following report of the Comptroller recommending approval thereof:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 24, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 12, 1915, the Commissioner of Public Works, Borough of Brooklyn, requested transfer within appropriations made to the Bureau of Public Buildings and Offices for the year 1915, as follows:

FROM

Contract or Open Order Service.

604I	General Repairs	$2,730 00

TO

Supplies.

589D	General Plant Supplies	$2,730 00

The Bureau of Contract Supervision reports thereon as follows:

"The purpose of the transfer is to provide funds for the purchase of toilet soap, which is sold at a good profit at the interior baths and comfort stations:

"The budget appropriation of $2,500 for 500 boxes of toilet soap was allowed on the basis of consumption, as shown in the departmental budget estimate which was 427 boxes for the year ending June 30, 1914. This figure on the budget sheet was erroneous, and on April 1, 1915, your Board approved of a transfer of $1,200 to Code No. 589 in order to provide funds for letting a contract for 700 boxes of soap.

"During the twelve months ending June 30, 1915, there were used 1,260 boxes of soap, and it is reasonable to assume that that number will be required for the year 1915. Deducting 74 boxes on hand on Jan. 1, 1915, leaves the net figure of 1,184 boxes required. In addition to this figure, the borough representative requests 125 boxes to carry over a sufficient supply into 1916 until a contract can be prepared and awarded. This makes a total of 1,309 boxes required, and deducting the 700 already contracted for, there remain approximately 600 boxes to be provided. A contract for this amount has been advertised, the estimated cost of which will be about $2,730, and it is to provide means for the award of this contract that the transfer is requested.

"In Code No. 604, from which the transfer is requested, there was allowed a budgetary appropriation of $4,000 for repairs to floating baths. As these baths will not be put into service this year, a part of the amount is available for this transfer."

I recommend the adoption of the attached resolutions approving the requested transfer of funds and modifying the schedules involved. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the office of the President of the Borough of Brooklyn for the year 1915, as follows:

FROM

Contract or Open Order Service.

604	General Repairs	$2,730 00

TO

Supplies.

589	General Plant Supplies	$2,730 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the office of the President of the Borough of Brooklyn for the year 1915, as follows:

Supplies.

589	General Plant Supplies—	
	Administration	$200 00
	Care of Highways	3,140 00
	Care of Sewers	6,735 00
	Care of Public Buildings and Offices	7,465 50
	Supervision of Building Construction and Alteration	60 00
	Engineering (Topographical)	1,278 00
	Total	$18,878 50

Contract or Open Order Service.

604	General Repairs—	
	Administration	$15 00
	Care of Highways—	
	Executive	50 00
	Engineering and Inspection	100 00
	Roadways, Viaducts and Streets	4,750 00
	Encumbrances	50 00
	Substructures	5 00
	Asphalt Plant	5,800 00
	Care of sewers	25,770 00
	Care of Public Buildings and Offices	23,065 00
	Supervision of Building Construction and Alteration	50 00
	Total	$59,655 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Education—Transfer of Appropriation and Modification of Schedules (Cal. No. 53).

The Secretary presented a resolution adopted by the Board of Education on July 14, 1915, requesting a transfer within the appropriation for the Department of Education for 1915; and the following report of the Comptroller, as Chairman, Committee on Education, recommending approval thereof and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Committee on Education, July 26, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 14, 1915, the Board of Education requested transfer of funds within the Special School Fund appropriation for the year 1915 as follows:

FROM

Purchase of Equipment, Vocational Educational Equipment.

914	All Boroughs	$50,855 00

Unclassified.

989	Experimental Work in Vocational Training	1,405 00
		$52,260 00

TO

Contract or Open Order Service, General Repairs.

936	Borough of The Bronx	$52,260 00

In connection therewith I report as follows:

The purpose of the proposed transfer is to defray the cost of alterations and repairs in eight of the twelve school buildings in the Borough of The Bronx in which the Gary plan of instruction is to be put into operation. The official estimate of the cost of reorganizing the twelve schools which are located on either side of Third Avenue between 167th Street and Fordham Road is $842,260, distributed as follows:

Estimated Cost of Proposed Reorganization on Gary Plan of 12 Elementary Schools in The Bronx.

1	Alterations and equipment in Public Schools Nos. 2, 5, 6, 28, 42, 44, 50, 53	$52,260 00
2	Additional land for Public Schools Nos. 32, 40, 45, 53	225,000 00
3	Additions to and equipment for Nos. 4, 32, 40 and 45	565,000 00
		$842,260 00

On June 25 and July 1, 1914, the Board of Estimate and Apportionment appropriated $705,000 corporate stock for the proposed reorganization of the aforesaid twelve schools on condition that the funds required for alterations and equipment in schools numbers 2, 5, 6, 28, 42, 44, 50 and 53 (item 1—$52,260), should be provided by transfer within the Special School Fund for the current year inasmuch as such improvements are properly chargeable to tax levy rather than corporate stock and because money for this purpose could be made available within appropriations for the current year owing to the facts that there will be a surplus in the special appropriation for experimental work in vocational training (code 989), and that the money provided for the equipment of a vocational school for boys in the Bush Terminal Building in Brooklyn (code 914), will not be used for this purpose this year.

Existing balances permit of the proposed transfers.

I recommend that the request be granted by the adoption of the attached resolutions. Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Department of Education (Special School Fund) for the year 1915, as follows:

FROM

Purchase of Equipment, Vocational Educational Equipment.

914 All Boroughs $50,855 00

UNCLASSIFIED.

989 Experimental Work in Vocational Training..... 1,405 00

$52,260 00

TO

Contract or Open Order Service, General Repairs.

936 Borough of The Bronx $52,260 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Education for the year 1915, as follows:

Purchase of Equipment, Vocational Educational Equipment.

914 All Boroughs $55,299 84

Contract or Open Order Service, General Repairs.

936 Borough of The Bronx 174,600 00

UNCLASSIFIED.

989 Experimental Work in Vocational Training..... $24,694 58

This allowance is subject to release by the Board of Estimate and Apportionment upon submission of plans by the Board of Education.

Personal Service—

Salaries of Special Advisors 20,000 00
Clerical Service 2,137 50
Salary of Architectural Draughtsman (3 months)..... 457 92

Supplies—

Vocational Educational Supplies—

Prevocational Work—

Dr. Ettinger $9,000 00
Superintendent Wirt 3,000 00
Vocational (Co-operative and Continuation) Work 6,000 00

18,000 00

Purchase of Equipment—

Vocational Educational Equipment (Superintendent Wirt)..... 12,000 00
Materials (Superintendent Wirt) 5,000 00
General Repairs (Superintendent Wirt)..... 3,000 00
Contingencies 5,000 00

$90,290 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

College of The City of New York—Transfer of Appropriations and Modification of Schedules (Cal. No. 54).

The Secretary presented a communication, dated June 29, 1915, from the Board of Trustees of the College of The City of New York, requesting the transfer of $500 and of $2,000 within appropriations to said Department for 1915; and the following report of the Comptroller, Chairman of the Committee on Education:

City of New York, Board of Estimate and Apportionment, Municipal Building, Committee on Education, July 22, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 29, 1915, the Board of Trustees, the College of the City of New York, requested transfer of funds within appropriations for the year 1915, as follows:

FROM

1041 Materials $500 00

Contract or Open Order Service.

1042 General Repairs 2,000 00

TO

Purchase of Equipment.

1039 Educational and Recreational Equipment..... 2,000 00

Contract or Open Order Service.

1042 General Repairs 500 00

The proposed transfer of $500.00 from materials to general repairs is to provide the funds necessary to comply with the requirements of the Fire Department in installing fire alarm apparatus, which work will be done by contract, and also to provide for the enlargement of the filtration system used in connection with the pool in the gymnasium. The unencumbered balance in code 1041 ($1,140.33), permits of the transfer.

In view of the fact that the Fire Department requires certain changes in the fire alarm equipment and that the filtration system connected with the pool in the gymnasium requires repairing and enlarging, the transfer of $500.00 from materials to general repairs is recommended.

In reference to the transfer of $2,000.00 from general repairs to educational and recreational equipment for the purchase of text-books, but $71.07 of the $5,950.00 set aside for this purpose for 1915 remains available. For the forthcoming Fall term it is estimated by the heads of the several departments in the College that 6,473 text-books will be required, costing an average of 84 cents each, or $5,440.19, as follows:

Department.	Number of Books.	Amount.
Chemistry	1,245	$997 30
Education	120	151 25
English	1,280	752 30
French	1,080	560 10
German	120	81 20
Greek	20	18 80
History	345	401 50
Latin	680	630 60
Mathematics	750	741 00
Natural History	100	159 00
Philosophy	270	243 90
Physics	118	279 24
Political Science	145	305 00
Public Speaking	150	72 00
Spanish	50	47 00
Total	6,473	$5,440 19

It appears, therefore, that if the $2,000.00 herein considered is provided by transfer there will still remain a shortage of over $3,000.00 in the account which deficit it is proposed to cover by an issue of special revenue bonds. The curator of the College reports that the existing free text-book plant represents an investment of $50,000.00. It costs over $10,000.00 per annum to maintain it. The policy of providing free text-books to college and high school students is being seriously questioned not only by tax-payers from the standpoint of economy, but by educators for pedagogical reasons.

At a meeting of the Board of Education held July 14, 1915, the Committee on Studies and Text-Books submitted a report on the advisability of having pupils in high schools purchase their own text-books, in which as a result of careful consideration of the various arguments in favor of and against the specific proposition that high school pupils should purchase their own text-books the conclusion is reached, that, educationally, there would be distinct advantages to the high school pupils themselves if they were obliged to purchase their own books. Dr. S. R. Mezes, President of the College of the City of New York, is quoted therein as saying "that educationally the supplying of text-books is open to objection. It frequently results in the retaining of books that should be changed because it would be costly to change them. It prevents students from acquiring the habit of valuing their books and their using them intelligently by making notes. For many high school students the purchase of books might be almost an impossibility, and he deems it a matter of serious consideration provided a large number of high school students would be financially embarrassed."

In the same report Dr. Stephen P. Duggan, head of the Department of Education in the College of the City of New York is quoted as saying that educationally, he is in favor of having the students buy their own books. For hygienic reasons also he favors it. Dr. Duggan favors the principle of students retaining the books, which will permit them to make notes and annotations therein and thus add to their value. From the social standpoint he realizes that some students would be unable to purchase their books, but he believes that this obstacle might be overcome by the establishment of a fund from which books for such students might be provided.

Of a total registration of 4,000 students in the day session of the College of the City of New York, 2,500 are in the high school department. The arguments in favor of having high school students purchase books apply equally well to students in the College proper. The advantages and disadvantages of the present system should be carefully considered before appropriations for 1916 are fixed. Meanwhile, an experiment in having students purchase their own books might be made.

In view of the facts stated, it is recommended that the request for a transfer of $2,000.00 for the purchase of text-books for the Fall term be disapproved and that the Trustees of the College be requested to consider the advisability of requiring students to purchase their own books and to report thereon to this Board in time for consideration in connection with the budget for 1916. A resolution to this effect is submitted for adoption, together with two other resolutions (1) granting the request for a transfer of $500.00 from materials to general repairs, and (2) modifying the schedules accordingly. Respectfully, WM. A. PRENDERGAST, Comptroller.

Mr. M. J. Stroock, representing the Board of Trustees of the College of the City of New York, appeared and urged that action upon the Comptroller's recommendation for the disapproval of the request for the transfer of $2,000 be deferred.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the College of The City of New York for the year 1915, as follows:

FROM

1041 Materials $500 00

TO

Contract or Open Order Service.

1042 General Repairs $500 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the College of The City of New York for the year 1915 as follows:

1041 Materials $3,204 06

Contract or Open Order Service.

1042 General Repairs 13,000 00

Tax Levy Allowance $9,500 00
Special Revenue Bond Fund Allowance..... 3,500 00

Total Allowance $13,000 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby requests the Board of Trustees of the College of The City of New York to consider the advisability of requiring students to purchase their own text-books, and to report its conclusions to this Board in time for consideration in connection with the Budget for 1916.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

—

The matter of the request for a transfer of $2,000 was laid over until August 5, 1915.

Department of Bridges—Appropriation from Revenues of Brooklyn Bridge (Cal. No. 55).

The Secretary presented a communication, dated July 20, 1915, from the Commissioner of Bridges, requesting an appropriation of $6,997.33 from revenues of the Brooklyn Bridge to provide payment of wages for temporary employees; and the following report of the Comptroller recommending approval thereof:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 24, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 20, 1915, the Commissioner of Bridges requested that, pursuant to the provisions of subdivision 2 of section 242 of the Greater New York Charter, as amended, the Board of Estimate and Apportionment appropriate and set aside from the revenues of Brooklyn Bridge the sum of $6,997.33, being the remaining portion of Schedule 2765B, Bridge Revenue Force, for the year 1915. This request was referred to the Bureau of Contract Supervision on July 20, 1915, which Bureau reports thereon as follows:

"With the adoption of the budget for the year 1915, salary schedules were approved for the Department of Bridges to be paid out of the revenues of Brooklyn Bridge, among which was one for Wages, Temporary Employees, Care of Bridges, 2765B, Bridge Revenue Force. The total of this schedule is $34,496. On January 8, 1915, your board appropriated $11,498.67 and on March 19, 1915, a further appropriation of $16,000 was made. Out of this total appropriation of $27,498.67, there has been expended the sum of $26,981.64, leaving a balance of $517.03 available.

"The purpose of the present request is to provide for the balance of the schedule which amounts to $6,997.33, in order that funds might be available to meet payrolls that are properly chargeable to this schedule. This procedure is in accordance with the custom of your board to appropriate from time to time, funds for the maintenance of this Bridge, owing to the difficulty of estimating the receipts of this Bridge during the year.

"The balance in the fund of the New York and Brooklyn Bridge for 1915, that is, receipts over disbursements for all purposes, is approximately $18,000."

I recommend the adoption of the attached resolution granting the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That, the Board of Estimate and Apportionment, pursuant to the provisions of subdivision 2 of section 242 of the Greater New York Charter, hereby appropriates from the revenues of the Brooklyn Bridge the sum of six thousand nine hundred and [illegible]ety-seven dollars and thirty-three cents ($6,997.33), in addition to a sum heretofore appropriated, to provide for the maintenance of the said bridge during the year 1915 for Personal Service, Wages, Temporary Employees, Care of Bridges, 2765B, Bridge Revenue Force; and be it further

Resolved, That the appropriation herein made and included in account Personal Service, Wages, Temporary Employees, Care of Bridges, 2765B, Bridge Revenue Force, shall be administered by the Commissioner of Bridges in accordance with the 1915 budget resolutions relating to Wages, Temporary Employees.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Armory Board—Transfer of Appropriation and Modification of Schedules (Cal. No. 56).

The Secretary presented a communication, dated June 25, 1915, from the Secretary of the Armory Board, requesting a transfer within the appropriation for said Board for 1915; and the following report of the Comptroller recommending approval thereof and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 14, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 25, 1915, the Armory Board requested the transfer of $2,015 within the appropriations for the said Board, and the modification of a schedule for the year 1915. This request was referred to the Bureau of Contract Supervision, which bureau reports thereon as follows:

"The transfer is requested from 'Code No. 1760, General Plant Service, Maintenance of Armories,' to 'Code No. 1751, Fuel Supplies, Maintenance of Armories,' in order to provide funds for the furnishing of fuel to the various armory buildings. Due to the lateness of letting the coal contract for the year 1914, it became necessary to utilize the 1915 funds for the payment of the coal delivered after January 1, 1915.

"The requested modification of the schedule is necessary in order to adjust line items so as to meet estimated expenditures."

I recommend the adoption of the attached resolutions granting the request and modifying the schedules involved.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Armory Board for the year 1915, as follows:

FROM

Contract or Open Order Service.

1760	General Plant Service	$2,015 00

TO

Supplies.

1751	Fuel Supplies	$2,015 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Armory Board, for the year 1915, as follows:

Supplies, Fuel Supplies.

1751	Maintenance of Armories—	
	Borough of Manhattan—	
	Seventh Regiment, Infantry	$1,475 00
	Eighth Coast Defense Command	785 00
	Ninth Coast Defense Command	805 00
	Twelfth Regiment, Infantry	375 00
	Twenty-second Regiment, Engineers	1,070 00
	Sixty-ninth Regiment, Infantry	945 00
	Seventy-first Regiment, Infantry	935 00
	Squadron "A," Cavalry	635 00
	First Regiment, Field Artillery	845 00
	First Field Hospital	390 00
	First Battalion, Naval Militia	1,200 00
	Total, Borough of Manhattan	$9,460 00
	Borough of The Bronx—	
	Second Battalion, Second Regiment, Field Artillery	$1,200 00
	Borough of Brooklyn—	
	Thirteenth Coast Defense Command	$1,330 00
	Fourteenth Regiment, Infantry	1,230 00
	Twenty-third Regiment, Infantry	1,460 00
	Forty-seventh Regiment, Infantry	1,050 00
	First Cavalry	875 00
	First Battalion, Second Regiment, Field Artillery	675 00
	Co. "B," First Battalion, Signal Corps	400 00
	Second Battalion, Naval Militia	1,290 00
	Total, Borough of Brooklyn	$8,310 00
	Borough of Queens—	
	Company "I," Tenth Regiment, Infantry	$355 00
	Borough of Richmond—	
	Troop "F," First Cavalry	$190 00
	Total Fuel Supplies	$19,515 00

General Plant Service.

1760	Maintenance of Armories—	
	Borough of Manhattan—	
	Seventh Regiment, Infantry	$1,700 00
	Eighth Coast Defense Command	500 00
	Ninth Coast Defense Command	1 200 00
	Twelfth Regiment, Infantry	1,100 00
	Twenty-second Regiment, Engineers	800 00
	Sixty-ninth Regiment, Infantry	500 00
	Seventy-first Regiment, Infantry	1.000 00
	Squadron "A," Cavalry	400 00
	First Regiment, Field Artillery	1 500 00
	Company "A," First Battalion, Signal Corps	350 00
	First Field Hospital	300 00
	Third Ambulance Company	500 00
	First Battalion, Naval Militia	1.185 00
	Headquarters Division	100 00
	Headquarters Coast Artillery Corps	100 00
	Headquarters First Brigade	50 00
	Headquarters Naval Militia	100 00
	Headquarters, First Battalion Signal Corps	100 00
	Total Borough of Manhattan	$11,485 00
	Borough of The Bronx—	
	Second Battalion, Second Regiment, Field Artillery	$1,000 00
	Borough of Brooklyn—	
	Thirteenth Coast Defense Command	$500 00
	Fourteenth Regiment, Infantry	500 00
	Twenty-third Regiment, Infantry	500 00
	Forty-seventh Regiment, Infantry	1,000 00
	First Cavalry	500 00
	First Battalion, Second Regiment, Field Artillery	800 00
	Company "B," First Battalion, Signal Corps	300 00
	Second Battalion, Naval Militia	1,200 00
	Headquarters Second Brigade	100 00
	Total Borough of Brooklyn	$5,400 00
	Borough of Queens—	
	Company "I," Tenth Regiment, Infantry	$200 00
	Borough of Richmond—	
	Troop "F," First Cavalry	$100 00
	Total General Plant Service	$17,985 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Board of Building Examiners—Transfer of Appropriation and Modification of Schedules (Cal. No. 57).

The Secretary presented a communication, dated June 28, 1915, from the Clerk, Board of Examiners, requesting a transfer within the appropriation for said Board for 1915; and the following report of the Comptroller recommending approval thereof and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 14, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 28, 1915, the Board of Building Examiners requested the transfer of $37.93 within the appropriations for said board for the year 1915.

This request was referred to the Bureau of Contract Supervision, which bureau reports thereon as follows:

"The requested transfer is from Code No. 1781, Contingencies, to Code No. 1779, Purchase of Equipment, in order to provide a new Remington typewriter to replace a worn machine. The cost of the new machine is $72.90, less $25, an allowance on an old machine, making the net cost $47.90. There is at present in Code No. 1779 a balance of $9.97. No request was made for this typewriter in the Budget estimate for this year.

"It appears to be economical to purchase the new machine, rather than to completely overhaul and subsequently maintain the two machines now in use."

I recommend the adoption of the attached resolutions granting the request and modifying the schedules involved. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Board of Building Examiners for the year 1915, as follows:

FROM

1781	Contingencies	$37 93

TO

1779	Purchase of Equipment	$37 93

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Board of Building Examiners for the year 1915, as follows:

1779	Purchase of Equipment	$47 90
1781	Contingencies	12 07

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Water Supply, Gas and Electricity—Transfer of Appropriation (Cal. No. 58).

The Secretary presented a communication, dated July 13, 1915, from the Commissioner of Water Supply, Gas and Electricity, requesting a transfer within the appropriation for said Department for 1915 from Brooklyn water revenues for said year; and the following report of the Comptroller recommending denial of the request:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 22, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 13, 1915, the Commissioner of Water Supply, Gas and Electricity requested a transfer of $730.50 within the funds appropriated to his department for the year 1915 from the 1915 Brooklyn water revenues.

The Bureau of Contract Supervision reports thereon, as follows:

"The requested transfer is

FROM

S-628	Supplies, Fuel Supplies, Water Supply, Water Revenue Allowance, 1915, 2206TW	$730 50

TO

S-626	Supplies, Food Supplies (Meal Money), Water Revenue Allowance, 1915, 2204TW	$730 50

"The 1915 budget allowance for Account S-626 was $200, apportioned $150 to the Bureau of Water Supply and $50 to the Bureau of Water Revenue Collection. The requested credit of $730.50 is to replenish the funds of the latter bureau to provide for suppers of employees during the months of January, February and March, 1915, as follows:

January	$294 75
February	99 00
March	336 75
Total	$730 50

"The Commissioner's departmental estimate for 1915 included $2,000 for supper money for employees of the Bureau of Water Revenue Collection, Borough of Brooklyn. The practice of allowing 'supper money' to clerks in the Water Register's office, who work up to seven o'clock, originated in an attempt to devise some method by which the clerical force, who are on an annual salary basis, could be paid for overtime work. Under a former administration, it was agreed that as two hours pay on a $900 per annum basis would be approximately 75 cents, that amount could be paid as 'supper money' in lieu of additional compensation. Although each employee is required to swear that he has actually expended the amounts claimed for 'supper money,' before receiving pay for the same, it is common knowledge that in a large number of instances none or only a portion of the amounts claimed have actually been expended for suppers.

"The Budget Committee, in view of these facts, decided that the practice of paying 75 cents to every employee who worked to seven o'clock was improper and that allowance for 'supper money' should be confined to employees actually required to work during the evenings on account of unforeseen or emergency conditions.

"The Committee therefore suggested to the Commissioner's representative that an allowance of $50 for actual 'supper money' needs should be set up in the 1915

budget and that an additional allowance for the hire of temporary clerks should be added. This suggestion was approved by the Commissioner and incorporated in the budget. Despite this fact the Water Register in the first month of the year incurred liabilities for 'supper money' aggregating approximately six times his appropriation for the entire year.

"The present unexpended balance in Account S-626 is $44.75, which amount is believed to be sufficient for all necessary disbursements for supper money of employees of the Brooklyn Water Register. The liabilities in excess of the available funds have been incurred by the Water Register in direct violation of the provisions of section 1541 of the Greater New York Charter.

"The policy of the Budget Committee in regard to allowances for supper money was called to the attention of the Commissioner and he has agreed that the requested transfer is unnecessary."

I recommend the adoption of the attached resolution denying the request.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *denies* the request of the Commissioner of Water Supply, Gas and Electricity, as set forth in a communication, dated July 13, 1915, for a transfer of $730.50 within the appropriations made to his department for the year 1915, from the Brooklyn water revenues of said year, for the reason that the proposed transfer has been found to be unnecessary.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Water Supply, Gas and Electricity—Transfers of Appropriations and Modification of Schedules (Cal. No. 59).

The Secretary presented a communication, dated July 3, 1915, from the Commissioner of Water Supply, Gas and Electricity, requesting transfers aggregating $5,016 within the appropriations for said Department for 1915, from the Brooklyn water revenues, and the following report of the Comptroller recommending approval thereof to the extent of $4,480 and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 15, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 3, 1915, the Commissioner of Water Supply, Gas and Electricity requested transfers aggregating $5,016 within the appropriations made to his department, from the Brooklyn water revenues, for the year 1915.

The Bureau of Contract Supervision reports thereon as follows:

"The requested credit transfer of $5,016 is to account 'S-647, Department of Water Supply, Gas and Electricity, Materials, General Plant Materials, Water Supply, Water Revenue Allowance 1915—2240 T. W.,' of which $407 is to Collection and Storage and $4,609 to Pumping.

"The 1915 Budget allowances were based upon the assumption that the introduction of Catskill water on or before January 1, 1916, would result in the closing up of all buildings on the Brooklyn watershed and thus decrease the amount of repairs required in 1915. As the new water supply will probably not be available for several months after the anticipated date additional repairs will be necessary.

"The $407 requested for the Collection and Storage Division is required for the following items:

Fire brick to be used by the Repairs to Buildings gang	$145 00
Brake wheel for Cyclone Drilling Machine	12 00
Material for repairs to Chlorinating Machines	100 00
Emergency requisitions for hardware, 3rd and 4th quarters	150 00
	$407 00

"The first item has since been decreased to approximately $118, thus reducing the total requirements to $380. As the budget allowance of $900 is now practically exhausted, a credit transfer of $380 is recommended.

"The amount requested for General Plant Material, Pumping, as adjusted, is $4,500. Expenditures, outstanding liabilities and pending requisitions aggregate $3,911.32, leaving an available balance of approximately $588. A large part of this balance will be required to meet the monthly emergency requisitions during the last quarter of 1915, similar requisitions for the third quarter amounting to $570.

"The $4,609 credit transfer is to cover material required for repairs, requested in the 1915 Budget Estimate under 'Contract or Open Order Service—General Repairs,' amounting to $2,574, which repairs it is now proposed to make by departmental labor, as follows:

Davis and Farnum Engine, Ridgewood	$300 00
Triple No. 1 Engine, Ridgewood	940 00
Engines No. 4 and No. 5, Ridgewood	584 00
Dean Pump, Oconee	100 00
Groschon Pump, New Lots	250 00
Boilers, Eastern Watershed Division	400 00
	$2,574 00

"The $100 for repairs at Oconee pumping station was denied by the Budget Committee hence should not be provided for by transfer; but, if now necessary on account of increased period of operation at this station, can be provided for from the present available balance in General Plant Materials. After conference with the engineer in charge of pumping stations, it is believed that an additional allowance of $2,200 will provide ample funds for the purchase of the remainder of the requested materials.

"Additional material to the amount of $2,035 is requested for repairs to boilers and pumps at several pumping stations as follows:

Tubes for Monris Boiler No. 2, Ridgewood	$400 00
Grate bars for Beggs Boiler, Jameco	250 00
Grate bars for boilers, Mt. Prospect	250 00
Grate bars for Heine Boiler, Ridgewood	175 00
Valves for Worthington Pumps, Milburn	300 00
Valves for Worthington Pumps, Ridgewood	300 00
Two iron plungers for Worthington Pumps, Milburn	325 00
Steam Chest for Air Pump, Mt. Prospect	35 00
	$2,035 00

"The estimated requirements for grate bars is admitted to be over liberal and an allowance of $1,900 is believed to be ample to provide for the required materials. If the proposed repairs at pumping stations are not provided for at this time by transfers from available funds, appropriations will be necessary in 1916 for the purpose.

"The debit transfers are from 'S-628, Supplies, Fuel Supplies' and 'S-649, Contract or Open Order Service, General Repairs,' which accounts have ample unencumbered balances for the purpose. The Commissioner has consented to the reductions in the requested transfers herein recommended."

I recommend the adoption of the attached resolutions granting the request to the extent of $4,480, and modifying the schedules thereby affected. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Department of Water Supply, Gas and Electricity for the year 1915 from the 1915 Brooklyn water revenues, as follows:

FROM

S-628	Department of Water Supply, Gas and Electricity, Supplies, Fuel Supplies, Water Supply, Water Revenue Allowance, 1915, 2206TW	$2,280 00
S-649	Department of Water Supply, Gas and Electricity, Contract or Open Order Service, General Repairs, Water Supply, Water Revenue Allowance, 1915, 2244TW	2,200 00
		$4,480 00

TO

S-647	Department of Water Supply, Gas and Electricity, Materials, General Plant Materials, Water Supply, Water Revenue Allowance, 1915, 2240TW	$4,480 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Water Supply, Gas and Electricity, for the year 1915, as follows:

	Supplies, Fuel Supplies.	
2206TW	Water Supply	$491,483 00
	Tax Levy Allowance	$144,176 00
	Water Revenue Allowance	347,307 00
	Materials, General Plant Materials.	
2240TW	Water Supply—	
	Collection and Storage	$1,916 00
	Tax Levy Allowance	$636 00
	Water Revenue Allowance	1,280 00
	Pumping	$12,151 00
	Tax Levy Allowance	$3,551 00
	Water Revenue Allowance	8,600 00
	Distribution	$16,689 00
	Tax Levy Allowance	$11,189 00
	Water Revenue Allowance	5,500 00
	Total Water Supply	$30,756 00
	Tax Levy Allowance	$15,376 00
	Water Revenue Allowance	15,380 00
	Contract or Open Order Service, General Repairs.	
2244TW	Water Supply	$45,510 00
	Tax Levy Allowance	$26,020 00
	Water Revenue Allowance	19,490 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Street Cleaning—Transfer of Appropriation and Issue of Special Revenue Bonds (Cal. No. 60).

The Secretary presented a report of the Comptroller recommending the transfer of $46,255.23, within the appropriation to the Department of Street Cleaning for the year 1915, and that special revenue bonds to a like amount be authorized to reimburse the account depleted by the proposed transfer.

The Bureau of Contract Supervision reports to the Comptroller that this action is necessary pursuant to section 546 of the Greater New York Charter, to provide for the expense incurred in the removal of snow and ice in the Boroughs of Manhattan, Brooklyn and The Bronx during February, March and April, 1915, the appropriations for that purpose in the budget for 1915 being insufficient.

(On June 11, 1915 (Cal. No. 139), the communication from the Commissioner of Street Cleaning, requesting the above-mentioned transfer was referred to the Comptroller.)

The matter was laid over until August 5, 1915, under Rule 19.

Department of Parks, Borough of Brooklyn—Transfer of Appropriation and Modification of Schedules (Cal. No. 61).

The Secretary presented a communication, dated June 14, 1915, from the Commissioner of Parks, Borough of Brooklyn, requesting a transfer within the appropriations for said Department for 1915; and the following report of the Comptroller recommending approval thereof and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 19, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 15, 1915, you referred to me a communication from the Commissioner of Parks, Borough of Brooklyn, dated June 14, 1915, requesting transfer within the appropriations made to his department for the year 1915, as follows:

FROM

Contract or Open Order Service, Hire of Horses with Drivers.

1313	Care of Parks and Boulevards	$2,000 00

TO

Materials.

1308	Highway Materials	$2,000 00

The Bureau of Contract Supervision reports thereon as follows:

"The proposed transfer is for the purpose of substituting oil for water in laying the dust on several park roads. A transfer of the same amount between the same accounts some two months ago for this purpose has resulted in a saving of approximately $1,000. The requested transfer if granted will result in an equal saving, and on that basis the Park Commissioner has agreed to reduce his allowance for team hire in schedule 1313, and set up an unassigned balance of $2,000 in that schedule.

"The unencumbered balance in account 1313 is sufficient to admit of the transfer and the proposed modification."

I recommend the adoption of the attached resolutions granting the request and modifying the schedules involved. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Department of Parks, Borough of Brooklyn, for the year 1915, as follows:

FROM

Contract or Open Order Service, Transportation, Hire of Horses with Drivers.

1313	Care of Parks and Boulevards	$2,000 00

TO

Materials.

1308	Highway Materials	$2,000 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Department of Parks, Borough of Brooklyn, for the year 1915, as follows:

Materials.

1308	Highway Materials	$19,000 00

Contract or Open Order Service, Transportation, Hire of Horses with Drivers.

1313	Care of Parks and Boulevards—	
	Driver with Horse and Vehicle, at $3 per day (3,500 days).....	$10,500 00
	Driver, with Team and Vehicle, at $5 per day (9,400 days).....	47,000 00
	Unassigned Balance	2,000 00
		$59,500 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Bellevue and Allied Hospitals—Issue of Special Revenue Bonds and Modification of Schedules (Cal. No. 62).

The Secretary presented a resolution of the Board of Aldermen adopted on June 29, 1915, requesting an issue of Special Revenue Bonds to the amount of $60,000, the proceeds thereof to be used by the Trustees of Bellevue and Allied Hospitals for the purpose of meeting deficits in 1915 accounts; and the following report of the Comptroller recommending approval thereof to the extent of $49,000 and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 28, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 20, 1915, you referred to the Bureau of Contract Supervision a resolution dated June 29, 1915, in which the Board of Aldermen requested $60,000 in special revenue bonds, the proceeds to be used by the Trustees of Bellevue and Allied Hospitals for the purpose of meeting deficits in 1915 accounts, as follows:

Code 2073	Food Supplies	$40,000 00
Code 2075	Fuel	9,000 00
Code 2089	General Repairs	11,000 00
		$60,000 00

The Bureau of Contract Supervision reports thereon as follows:

"The request as made to the Board of Aldermen by the Trustees of Bellevue and Allied Hospitals consisted of the following items:

Code No.	Title.	Amount.	
2060	Salaries Temporary Employees, Bellevue.....	$10,933 00	
2061	Salaries Temporary Employees, Nurses' Residence.	1,412 00	
2063	Salaries Temporary Employees, Harlem.....	467 68	
2064	Salaries Temporary Employees, Fordham.....	1,207 50	
2069	Wages Temporary Employees, Bellevue.....	37 50	
2071	Wages Temporary Employees, Harlem.....	22 50	
2072	Wages Temporary Employees, Fordham.....	15 00	
	Total Salaries and Wages.....		$14,095 18
2073	Food Supplies	$86,000 00	
2075	Fuel Supplies	19,000 00	
2077	Medical and Surgical Supplies.....	2,000 00	
2078	Laundry ,Cleaning and Disinfecting Supplies.....	3,000 00	
2080	General Plant Supplies.....	3,000 00	
2086	Wearing Apparel	8,500 00	
2089	General Repairs	21,500 00	
	Total		143,000 00
	Total Estimated Deficit.....		$157,095 18

"The Board of Aldermen, in order to make sufficient provision to carry the Hospitals to September, approved of the following items:

Code 2073	Food Supplies	$40,000 00
Code 2075	Fuel Supplies	9,000 00
Code 2089	General Repairs	11,000 00
		$60,000 00

"It was stated that there was a sufficient unencumbered balance in each of the other codes for which funds were requested to care for the needs of the Hospitals until September, when request would be made for further revenue bonds.

"It is necessary to appropriate an additional amount for Food Supplies, as the budget was based on an estimate of 732,014 patient days and 550,514 employee days, while ir the present census is maintained for the balance of the year, this estimate will be exceeded, in both classes, by 100,000 days each.

"Contracts have been placed for all the large quantities of fuel needed for the various hospitals with the exception of the last three months for Bellevue. There remains but $1,988.85 unencumbered for Fuel Supplies. It is estimated that 6,000 tons of buckwheat coal will be needed for the last quarter at Bellevue, at an approximate cost of $18,000. The amount approved by the Board of Aldermen will permit of the letting of a contract for at least half of the needed supply.

"The General Repair account is practically exhausted owing principally to the fact that contracts have been let against this fund for reconstruction work which was not considered at the time the budget was prepared, namely:

Reconstructing the refrigerator at the Nurses' Residence of Bellevue Hospital	$7,350 00
Reconstructing the electric lighting system at Harlem Hospital by direction of the Department of Water Supply, Gas and Electricity..	4,401 00
	$11,751 00

"There is some question as to whether these contracts, particularly the refrigerator work, are properly chargeable to this fund. This matter is being investigated. Pending the result of the investigation, it is recommended that no action be taken on the request for an additional allowance for the General Repair Fund."

I recommend the adoption of the attached resolutions granting the request to the extent of $49,000 and revising the schedules involved.

Respectfully, WM. A. PRENDERGAST, Comptroller.

On motion, Rule 19 was waived in this matter and the following resolution was offered:

Resolved, That the resolution adopted by the Board of Aldermen on June 29, 1915, and approved by the Mayor, July 14, 1915, requesting an issue of special revenue bonds in the sum of sixty thousand dollars ($60,000), the proceeds thereof to be used by the Trustees of Bellevue and Allied Hospitals for the purpose of meeting deficits in the 1915 accounts as follows:

2073	Food Supplies	$40,000 00
2075	Fuel	9,000 00
2089	General Repairs	11,000 00
		$60,000 00

—be and the same is hereby approved of and concurred in by the Board of Estimate and Apportionment to the extent of forty-nine thousand dollars ($49,000), as follows:

2073	Food Supplies	$40,000 00
2075	Fuel	9,000 00
		$49,000 00

—and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8 of section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding forty-nine thousand dollars ($49,000), redeemable from the tax levy of the year succeeding the year of their issue.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for Bellevue and Allied Hospitals for the year 1915, as follows:

2073	Food Supplies		$374,227 00
	Tax Levy Allowance.....		$334,227 00
	Special Revenue Bond Fund Allowance.....		40,000 00
	Total Allowance		$374,227 00
2075	Fuel Supplies		$92,000 00
	Tax Levy Allowance.....		$83,000 00
	Special Revenue Bond Fund Allowance.....		9,000 00
	Total Allowance		$92,000 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Commissioner of Jurors, New York County—Transfer of Appropriation and Modification of Schedules (Cal. No. 63).

The Secretary presented a communication, dated July 19, 1915, from the Assistant Commissioner of Jurors, New York County, requesting a transfer within the appropriation for the office of the Commissioner of Jurors, New York County, for 1915; and the following report of the Comptroller recommending approval thereof and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 21, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 19, 1915, the Commissioner of Jurors, New York County, requested the transfer of $88.20 within the appropriations for his office for the year 1915.

The Bureau of Contract Supervision reports thereon as follows:

"The transfer is requested from Code No. 3116, Supplies, $48.20, and Code No. 31180, Contract or Open Order Service, $40, *to* Code No. 3117, Purchase of Equipment, in order to provide necessary equipment, principally a steel filing cabinet, nine jury-wheels, directories and law books, the purchase of which is made necessary by section 121 of the Municipal Court Code. These articles were not requested in the 1915 budget. There are sufficient unencumbered balances to permit of the transfer."

I recommend the adoption of the attached resolutions granting the request, and modifying the schedules involved.

Respectfully, WM. A. PRENDERGAST, Comptroller

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated to the Commissioner of Jurors, New York County, for the year 1915, as follows:

FROM

3116	Supplies	$48 20
3118	Contract or Open Order Service	40 00
		$88 20

TO

3117	Purchase of Equipment	$88 20

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Commissioner of Jurors, New York County, for the year 1915, as follows:

3116	Supplies		$3,866 35
3117	Purchase of Equipment		369 70
3118	Contract or Open Order Service—		
	Transportation	$500 00	
	Communication	200 00	
	General Plant Service	28 20	
	Total Contract or Open Order Service.....		728 20

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

President, Borough of Manhattan—Amendments of Issues of Special Revenue Bonds (Cal. No. 64).

The Secretary presented three resolutions of the Board of Aldermen, adopted on June 22, 1915, requesting amendments of three issues of special revenue bonds for alterations to public buildings under the jurisdiction of the President of the Borough of Manhattan, and the following report of the Comptroller recommending concurrence in the resolutions of the Board of Aldermen:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 19, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 22, 1915, the Board of Aldermen adopted three resolutions requesting amendments to authorizations of special revenue bonds under the jurisdiction of the President of the Borough of Manhattan, as follows:

(1) Extending the time during which obligations may be incurred under authorization of special revenue bonds for the rehabilitation and refurnishing of certain parts of the City Hall, in the Borough of Manhattan, on July 15, 1913 ($16,000), amended May, 1914; on April 28, 1914 ($34,000); June 2, 1914 ($16,000), from June 30, 1915, to *December* 31, 1915.

(2) Providing for the same extension of time on an authorization of $3,500 in special revenue bonds for the purpose of remodeling and making repairs to the building at No. 49 Lafayette street.

(3) Inserting the words "and refurnishing of" in an authorization of $47,000 in special revenue bonds for the purpose of making repairs and alterations to the west wing of the City Hall.

The Bureau of Contract Supervision reports thereon as follows:

"In the first and second resolutions, the President of the Borough of Manhattan has been unable, owing to delays, to complete the authorized work within the time specified. It is, therefore, necessary that the time be extended to December 31, 1915.

"In the third resolution, it is proposed to include the words 'and refurnishing of' so as to make available a sufficient sum for the refurnishing of the Mayor's office."

I recommend the adoption of the attached resolutions concurring in the action of the Board of Aldermen.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of and concurs in the resolution adopted by the Board of Aldermen on June 22, 1915, as follows:

"Resolved, That the following resolution adopted January 4, 1915, and received from his Honor the Mayor January 19, 1915, to wit:

"'Resolved, That the several resolutions adopted under the provisions of subdivision 8 of section 188 of the Greater New York Charter, and providing for issues of special revenue bonds for the rehabilitation and refurnishing of certain parts of the City Hall, in the Borough of Manhattan, on July 15, 1913 ($16,000), amended May, 1914; on April 28, 1914 ($34,000); June 2, 1914 ($16,000), be and the same are hereby amended by striking therefrom the

words and figures "December 31, 1914," and inserting in lieu thereof the words and figures, "June 30, 1915,"'

"—be and the same is hereby amended by striking therefrom the word and figures *'June* 30, 1915,' and inserting in lieu thereof the word and figures, *December* 31, 1915."

—and directs that the resolution of the Board of Estimate and Apportionment adopted February 5, 1915, relating to the issues in question, *be similarly amended.*

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of and concurs in the resolution adopted by the Board of Aldermen on June 22, 1915, as follows:

"Resolved, That the following resolution, adopted January 12, 1915, and received from his Honor the Mayor January 26, 1915, to wit:

"'Resolved, That the following resolution, adopted November 17, 1914, and received from his Honor the Mayor November 30, 1914, reading as follows:

"''Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue Special Revenue Bonds to the amount of three thousand five hundred dollars ($3,500), the proceeds whereof to be used by the President of the Borough of Manhattan for the purpose of remodeling and making repairs to the building at No. 49 Lafayette Street, to be used by the Municipal Civil Service Commission. All obligations contracted for hereunder to be incurred on or before December 31, 1914."

"'—be and the same is hereby amended by striking therefrom the words and figures "December 31, 1914," and inserting in lieu thereof the words and figures "June 30, 1915."'

"—be and the same is hereby further amended by striking therefrom the word and figures *'June* 30, 1915,' and inserting in lieu thereof the word and figures *'December* 31, 1915.'"

—and directs that the resolution of the Board of Estimate and Apportionment adopted March 12, 1915, relating to the issues in question *be similarly amended,* except that the words "to be used by the Municipal Civil Service Commission" *be eliminated.*

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan. the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of and concurs in the resolution adopted by the Board of Aldermen on June 22, 1915, as follows:

"Resolved, That the following resolution, adopted April 27, 1915, and received from his Honor the Mayor May 11, 1915, to wit:

"'Resolved, That, in pursuance of the provisions of subdivision 8 of section 188 of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of forty-seven thousand dollars ($47,000), the proceeds whereof to be used by the President of the Borough of Manhattan for the purpose of making repairs and alterations to the west wing of the City Hall. All obligations contracted for hereunder to be incurred on or before December 31, 1915.'

"—be and the same is hereby amended by inserting between the words *'alterations to'* and the words *'the west'* the words *'and refurnishing of.'"*

—and directs that the resolution of the Board of Estimate and Apportionment adopted May 13, 1915, relating to the issue in question, *be similarly amended.*

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Department of Water Supply, Gas and Electricity—Additional Issue of Special Revenue Bonds and Modification of Schedules (Cal. No. 65).

(On July 9, 1915 (Cal. No. 23), the Board of Estimate and Apportionment approved of and concurred in this request, to the extent of $10,000, to be used exclusively for the payment of wages of employees assigned to pumping stations in the Boroughs of Queens and Richmond, and also approved of a schedule for the administration of that portion of the fund.)

(On July 21, 1915 (Cal. No. 44-F), the resolution of the Board of Aldermen in this matter was referred to the Comptroller.)

The Secretary presented a resolution of the Board of Aldermen adopted on July 6, 1915, amending resolution adopted by said Board on June 15, 1915, requesting an issue of Special Revenue Bonds in the sum of $22,198.50, the proceeds whereof to be used by the Department of Water Supply, Gas and Electricity for the operation of pumping stations in the Boroughs of Queens and Richmond, by providing for the payment of wages of temporary employees during the vacation period of the permanent per diem employees in all the Boroughs, and the following report of the Comptroller recommending the amendment of the resolution adopted July 9, 1915, so as to concur in the amended resolution of the Board of Aldermen, to provide an additional issue of $10,145 in special revenue bonds for the purpose:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 15, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 15, 1915, the Board of Aldermen adopted a resolution requesting an issue of special revenue bonds in the sum of $22,198.50, pursuant to the provisions of subdivision 8 of section 188 of the Greater New York Charter, the proceeds whereof to be used by the Department of Water Supply, Gas and Electricity for *the operation of pumping stations in the Boroughs of Queens and Richmond,* which resolution was approved by the Mayor on June 25, 1915.

On July 6, 1915, the Board of Aldermen *amended* its original resolution by providing that the requested funds should also be applied to the *"payment of wages of temporary employees during the vacation period* of the permanent per diem employees *in all the boroughs."*

On July 9, 1915, the Board of Estimate and Apportionment approved of and concurred in the original request, to the extent of $10,000, to be used exclusively for the payment of wages of employees assigned to pumping stations in the Boroughs of Queens and Richmond, *and* also approved of a schedule for the administration of the fund. The $12,198.50 balance of the request is now before your Board for consideration.

The Bureau of Contract Supervision reports thereon as follows:

"The $22,198.50 requested by the Commissioner was intended to replenish the 1915 account, 'Wages, Temporary Employees, Water Supply, Pumping, 2198, Tax Levy Force,' to provide for vacations for employees at pumping stations, for which no specific allowance was made in the 1915 budget; for expenditures incurred in the operation of Long Island City, No. 1, and Whitestone pumping stations, in the Borough of Queens. which had to be temporarily operated but were not provided for; and for additional employees required to operate stations in the Borough of Richmond, due to delays in the completion of the Southfield Boulevard development.

"The Commissioner submitted with his communication to the Board of Aldermen a detailed statement covering the $22,198.50 requested, summarized as follows:

A—For Vacations at Pumping Stations—	
Boroughs of Manhattan and The Bronx	$3,090 00
Borough of Brooklyn (H. P. Service)	540 00
Borough of Queens	150 00
Borough of Richmond	2,562 00
Total for Vacations	$6,342 00
B—For funds used in Queens, for which no allowance was made in the 1915 budget	1,309 50
C—For operation of stations in the Borough of Richmond in excess of the 1915 budget allowance	14,547 00
Total	$22,198 50

A—An analysis of the force now employed at pumping stations shows requirements for replacing a portion of the regular employees during the vacation period as follows:

Boroughs of Manhattan and The Bronx	$3,019 50
Borough of Brooklyn	540 00
Borough of Queens	150 00
Borough of Richmond	2,438 50
	$6,148 00

B—No allowance is necessary for this item, since there is no need to replenish the account for expenditures already made.

C—Requirements of the Richmond Pumping Stations from July 1, 1915, to December 31, 1915.

"Stationary Engineers—19 to July 15, 1915, inclusive, and 16 from July 16 to December 31, 1915, a period of 184 days. Schedule 2185 provides for 5 Stationary Engineers for 365 days.

"Stokers—21 to July 15, 1915, inclusive, and 18 from July 16 to December 31, 1915, or 184 days. Schedule 2185 provides for 11 Stokers for 365 days.

"The additional funds required are, therefore:

Stationary Engineer, 11 for 184 days at $4.50 per day	$9,108 00
Stationary Engineer, 3 for 15 days at $4.50 per day	202 50
Stoker, 7 for 184 days at $3 per day	3,864 00
Stoker, 3 for 15 days at $3 per day	135 00
	$13,309 50

"To provide for outstanding payroll requirements as of June 30, 1915, the following additional amounts are required:

Stationary Engineer, 99 days at $4.50 per day	$445 50
Stoker, 81 days at $3 per day	243 00
	$688 50

"The total requirements are, therefore, as follows:

For vacations		$6,148 00
For operation of Richmond stations		13,309 50
For deficit June 30, 1915		688 50
		$20,146 00
Less amount already authorized	$10,000 00	
Less unassigned balance in schedule 2198	1 00	
		10,001 00
Net additional funds required		$10,145 00

"The Commissioner has consented to this reduction from his original estimate."

I recommend the adoption of the attached resolutions, one amending the resolution adopted by the Board of Estimate and Apportionment on July 9, 1915, so as to make it conform to the amendment adopted by the Board of Aldermen on July 6, 1915, and concurring in the request to the extent of $10,145 in addition to the $10,000 previously authorized; and the other approving of a schedule for the administration of the additional amount. Respectfully, WM. A .PRENDERGAST, Comptroller.

On motion, Rule 19 was waived in this matter and the following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment on July 9, 1915, approving of and concurring, to the extent of ten thousand dollars ($10,000), in a resolution adopted by the Board of Aldermen on June 15, 1915, requesting an issue of special revenue bonds in the sum of twenty-two thousand one hundred and ninety-eight dollars and fifty cents ($22,198.50), the proceeds whereof to be used by the Department of Water Supply, Gas and Electricity for the operation of pumping stations in the Boroughs of Queens and Richmond, be and the same *is hereby amended,* in order to conform to the amended resolution adopted by the Board of Aldermen on July 6, 1915, and also to concur in the request to the extent of an additional ten thousand one hundred and forty-five dollars ($10,145), as follows:

Resolved, That the resolution adopted by the Board of Aldermen on July 6, 1915, and approved by the Mayor July 12, 1915, requesting an issue of special revenue bonds in the sum of twenty-two thousand one hundred and ninety-eight dollars and fifty cents ($22,198.50), the proceeds whereof to be used by the Department of Water Supply, Gas and Electricity for the operation of pumping stations in the Boroughs of Queens and Richmond and *for the payment of wages of temporary employees during the vacation period of the permanent per diem employees in all boroughs,* be and the same is approved of and concurred in by the Board of Estimate and Apportionment to the extent of *twenty thousand one hundred and forty-five dollars* ($20,145); and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provision of subdivision 8 of section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding *twenty thousand one hundred and forty-five dollars* ($20,145), redeemable from the tax levy of the year succeeding the year of their issue; said fund to be used for the payment by the Department of Water Supply, Gas and Electricity during the year 1915 of Wages, Temporary Employees, Water Supply, Pumping, and to be administered in conformity with schedules duly approved by the Board of Estimate and Apportionment.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule as revised for the Department of Water Supply, Gas and Electricity for the year 1915, as follows:

Personal Service, Wages, Temporary Employees, Water Supply, Pumping.

		Paid from Tax Levy Funds.	Paid from Special Revenue Bond Funds.	Total.
2198	Tax Levy and Special Revenue Bond Force—			
	Stationary Engineer, at $4.50 per day (4,082 days)	$12,573 00	$5,796 00	$18,369 00
	Oiler, at $3 per day (804 days)	990 00	1,422 00	2,412 00
	Stoker, at $3 per day (2,826 days)	5,850 00	2,628 00	8,478 00
	Bricklayer, at $6 per day (221 days)	1,326 00	.....	1,326 00
	Pipe Fitter, at $5.50 per day (82 days)	451 00	.....	451 00
	Machinist, at $4.50 per day (14 days)	63 00	.....	63 00
	Machinist's Helper, at $3 per day (6 days)	18 00	.....	18 00
	Pipefitter's Helper, at $3 per day (82 days)	246 00	.....	246 00
	Mason's Helper, at $3 per day (80 days)	240 00	.....	240 00
	Laborer, at $2.50 per day (198 days)	196 00	299 00	495 00
	Schedule Total			$32,098 00
	Tax Levy Allowance			$21,953 00
	Special Revenue Bond Allowance			10,145 00
	Total Allowance			$32,098 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Parks, Boroughs of Manhattan and Richmond—Additional Issue of Special Revenue Bonds (Cal. No. 66).

The Secretary presented a report of the Comptroller recommending an issue of $7,200 special revenue bonds (subdivision 8, section 188 of the Charter), the proceeds to be used by the Commissioner of Parks, Manhattan and Richmond, for the purpose of purchasing forage and feed for the horses and animals belonging to said department.

The Bureau of Contract Supervision reports that the additional appropriation is necessary, owing principally to the increased cost of forage.

The matter was laid over until August 5, 1915, under Rule 19.

Department of Parks, Boroughs of Manhattan and Richmond—Issue of Special Revenue Bonds and Modification of Schedule (Cal. No. 67).

(On May 28, 1915 (No. 191-A), the resolution of the Board of Aldermen in this matter was referred to the Comptroller.)

The Secretary presented a resolution of the Board of Aldermen, adopted on May 11, 1915, requesting an issue of Special Revenue Bonds in the sum of $20,000, the proceeds thereof to be used by the Commissioner of Parks, Boroughs of Manhattan and Richmond, for the purpose of making repairs and improvements to monuments and buildings; and the following report of the Comptroller, recommending approval of the request to the extent of $6,500, for repairs to the Dairy Building and the Mineral Springs Building:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 16, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On May 11, 1915, the Board of Aldermen requested $20,000 in special revenue bonds, the proceeds to be used by the Commissioner of Parks, Manhattan and Richmond, for the purpose of making repairs and improvements to monuments and buildings under the jurisdiction of his department.

The Bureau of Contract Supervision reports thereon as follows:

"The original request of the Commissioner of Parks, Manhattan and Richmond, for special revenue bonds, dated April 22, 1915, amounted to $26,200, itemized as follows:

Repairing Soldiers' and Sailors' Monument, Riverside Drive	$5,000 00
Complete overhauling of the Dairy Building, Central Park	5,000 00
Restoring Mineral Springs House, Central Park	1,500 00
Weatherproofing Terrace stonework, Central Park	7,500 00
Repairing Roger Morris Park Wall (Jumel Mansion)	2,000 00
Repairing Gracie Mansion, Carl Schurz Park	4,400 00
Repairing Seventh Regiment Monument, Central Park	800 00
Total	$26,200 00

"The Dairy Building and the Mineral Springs House are both revenue producing, and, as such, repairs will probably enhance their value.

"On March 15, 1915, bids were received and opened for the letting of the Dairy Building to a concessionaire. The high bid received was for $636 per year for conducting a soda fountain and light refreshment business as against $96 in former years. The high bidder will be permitted to operate temporarily under monthly permits, as the Commissioner states that he has had a more liberal offer for the concession, if adequate repairs are made.

"The completed work will include a new roof, restoration of the entire interior of the building, putting in new floors, plastering, electric lighting, plumbing and painting; also the restoration of the exterior stone and wood work and brick pavement on the terrace. In its present condition the building is almost useless. With the outlay of the requested sum of $5,000 it could be put in first class condition. It would provide, in addition, a much needed shelter at this location.

"The Mineral Springs Building was erected in 1868 and nothing has been expended by the Department for its maintenance for at least four years. The situation here is analogous to that at the Dairy Building, except that the building is not in such poor condition. Externally, it is in good repair, except for the tin roof. The interior wood work needs painting, especially where it was damaged by fire a year or two ago.

"A privilege holder, paying an annual rental of $750, is now located in the building. This rental is fifty per cent more than formerly derived, and, if necessary repairs are made, a greater revenue can reasonably be expected. The contemplated repairs include a new roof and painting the interior at an estimated cost of $1,500.

"The need for repairing the Soldiers' and Sailors' Monument on Riverside Drive and for the weatherproofing of the Terrace stonework in Central Park is due to the fact that these structures have been neglected for many years and are, consequently, showing damage due to weather conditions and some poor workmanship. However, no extraordinary depreciation has developed lately beyond that which would be inevitable to such work when maintenance has been neglected for so long.

"Gracie Mansion is a large two-story and attic frame building erected in 1770 and is now in great need of repair. The basement is used as a comfort station and an attendant lives on the second floor. The first floor is closed. If funds are provided, the Commissioner intends to use the entire building as a recreation center for the section of the City adjacent to Carl Schurz Park.

"Repairs to the Roger Morris Park wall and the Seventh Regiment Monument are not urgent and can be deferred."

With the exception of the Dairy Building and the Mineral Springs House, which, if repaired, will immediately produce additional revenue, I believe that the requested appropriations should be considered in connection with the Budget for 1916.

I recommend the adoption of the attached resolution which will grant the request to the extent of $6,500, for the repairs to the Dairy Building and the Mineral Springs Building. Respectfully, WM. A. PRENDERGAST, Comptroller.

On motion, Rule 19 was waived in this matter and the following resolution was offered:

Resolved, That the resolution adopted by the Board of Aldermen on May 11, 1915, requesting an issue of special revenue bonds in the sum of twenty thousand dollars ($20,000), the proceeds thereof to be used by the Department of Parks, Manhattan and Richmond, for making repairs and improvements to monuments and buildings under the jurisdiction of the said Department, be and the same is hereby approved of and concurred in by the Board of Estimate and Apportionment to the extent of six thousand five hundred dollars ($6,500), and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8 of section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding six thousand five hundred dollars ($6,500), redeemable from the tax levy of the year succeeding the year of their issue, provided that all obligations contracted for hereunder be incurred on or before December 31, 1915, and further provided that no incumbrance or expenditure by contract shall be made against the funds hereby made available, nor shall bids upon such contracts be advertised for until after approval by the Board of Estimate and Apportionment of the plans, specifications, estimates of cost and forms of such contracts, which shall be submitted to said Board by the Commissioner of Parks, Boroughs of Manhattan and Richmond, nor shall any architect, engineer, expert or departmental employee be engaged or employed as a charge against such funds, except after approval by said Board of such employment and of the fee or wage to be paid by preliminary and final contract, voucher, or budget schedule which are to be similarly submitted, unless in the case of departmental employees, such employment is in accordance with schedules approved by said Board.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedule, as revised, for the Department of Parks, Boroughs of Manhattan and Richmond, for the year 1915, as follows:

Contract or Open Order Service.

1149	General Repairs	$26,500 00
	Tax Levy Allowance	$20,000 00
	Special Revenue Bond Fund Allowance	6,500 00
	Total Allowance	$26,500 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Parks, Borough of The Bronx—Issue of Special Revenue Bonds (Cal. No. 68).

The Secretary presented a report of the Comptroller recommending an issue of $26,249.40 special revenue bonds (subdivision 8, section 188 of the Charter), the proceeds to be used by the Department of Parks, Borough of The Bronx, for the purpose of purchasing and hauling materials for repairs to roads in the parks, and on the parkways, for furnishing dust preventive material, and for fencing the various playgrounds; also recommending modification of schedules to include the additional allowance.

The Bureau of Contract Supervision reported to the Comptroller that the necessity for revenue bonds for highway material arises from the fact that the budget request for this year was very small. It was allowed in full, but it was entirely inadequate for the repair of roads, many of which, if not repaired very soon, will need entire reconstruction at far greater cost next year. A portion of this request for road material is also due to the fact that owing to the acquisition by gift of a large quantity of broken stone, and the purchase from budget funds of additional machinery, the department is now able to reconstruct two parkways by departmental labor for which reconstruction there are now pending requests for corporate stock amounting to $75,000.

The fencing and the dust laying chemical are necessary for the proper operation and protection of playgrounds which have been made ready for use since the 1915 budget was prepared.

Before the submission of this request to the Board of Aldermen, the Commissioner of Parks placed before the Bureau of Contract Supervision a tentative statement of his needs for the purposes of the request, which aggregated $32,115.01.

(On July 21, 1915 (Cal. No. 44b), the resolution of the Board of Aldermen requesting the above issue of special revenue bonds was referred to the Comptroller.)

The matter was laid over until August 5, 1915, under Rule 19.

Department of Finance; Rent—Issue of Special Revenue Bonds for Rent of Office for Public Administrator, Bronx County (Cal. No. 69).

The Secretary presented report of the Comptroller recommending an issue of $300 special revenue bonds (subdivision 8, section 188 of the Charter), the proceeds whereof to be used by the Comptroller for the payment of rent of the southwesterly room on the fifth floor in the building Nos. 2806-2808 Third avenue, Borough of The Bronx, for use of the Public Administrator of the County of Bronx, under a lease to the City from January 1, 1915, to December 31, 1915; no provision having been made in the Budget of 1915 for this purpose.

A resolution requesting this appropriation was adopted by the Board of Aldermen on June 22, 1915.

The matter was laid over until August 5, 1915, under Rule 19.

Public Service Commission for the First District—Issue of Corporate Stock (Cal. No. 70).

The Secretary presented the following communication of the Public Service Commission for the First District, requesting an issue of corporate stock for extra work under Contract No. 2; and report of the Comptroller recommending disapproval thereof:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, June 25, 1915.

To the Board of Estimate and Apportionment of The City of New York:

The Public Service Commission for the First District has prepared plans for the construction of an additional stairway to the Fulton Street Station of the Brooklyn-Manhattan Rapid Transit Railroad in Maiden Lane in front of the premises at the northeast corner of Broadway and Maiden Lane, Manhattan. An agreement has been prepared providing for such construction and for the grant of beam rights for the stairway, which agreement has been duly executed by D. A. Cushman Realty Corporation, the owner of the abutting property. This stairway will relieve to some extent the congestion at the John Street stairways leading to the uptown platform of the station and will serve the passenger traffic in the immediate vicinity of Maiden Lane. The cost of the construction work has been estimated at Eleven thousand dollars ($11,000). The Public Service Commission for the First District, therefore, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891 as amended, hereby makes requisition upon your Honorable Board for the authorization of bonds of The City of New York to be issued and sold by the Comptroller to the amount of Eleven thousand dollars ($11,000), to provide means to meet the requirements of this extra work under Contract No. 2, being the contract for the construction, equipment and operation of the Brooklyn-Manhattan Rapid Transit Railroad.

Dated, New York, June 25, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by EDWARD E. McCALL, Chairman.

(L. S.)

Attest: TRAVIS H. WHITNEY, Secretary.

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 22, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 25, 1915, the Public Service Commission for the First District made requisition for the issuance of $11,000 in corporate stock to meet the requirements of extra work under Contract No. 2, being the contract for the extension from the Manhattan end of the Brooklyn Bridge to Brooklyn of the original operating subway system.

The Commission stated in its communication that it is proposed to construct an additional stairway from the uptown subway platform at the Fulton Street station, such stairway to be constructed in front of the premises at the northeast corner of Broadway and Maiden Lane, Manhattan, and that an agreement has been prepared and a grant for beam rights secured from the owners of the abutting property, the D. A. Cushman Realty Corporation.

The Commission further states that this additional stairway will relieve the congestion now experienced at the four other stairways at Fulton and at John Streets, and serve passenger traffic in the vicinity of Maiden Lane.

On the beginning of operation under the Dual Agreement on January 1, 1917 this station will be relieved of its present west side traffic through the opening of the new 7th Avenue line passing through William Street, with station entrances at John Sreet, Fulton Street and near Ann Street, serving this particular section. It will also be relieved of the present Lenox Avenue traffic, as this will be diverted to the new 7th Avenue subway which will connect at 96th Street with the Lenox Avenue Branch. The complete third tracking of the 2d and 3d Avenue elevated lines, enabling a quicker transit to The Bronx, will further serve to relieve conditions at this station.

I believe it unwise and unnecessary at this time to authorize any further expenditures in connection with the present subway along the line of convenience, as is here proposed, when the additional traffic facilities now being constructed will in a short time afford the requisite relief. The cost of this additional stairway, if constructed, would burden the operating account under Contract No. 3, with an extra outlay, for interest and wages of additional employees of over $4,300 per annum for fifty years, with a possible commensurate return in convenience for a period of only two years.

I recommend the request be disapproved, and submit a resolution to that effect.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* the requisition of the Public Service Commission for the First District, dated June

25, 1915, for the issuance of corporate stock to an amount of eleven thousand dollars ($11,000) for the purpose of constructing an additional stairway to the uptown platform of the Fulton Street station of the Brooklyn-Manhattan Rapid Transit Railroad at the northeast corner of Broadway and Maiden Lane, Manhattan, the same being, in the opinion of this Board, in view of the imminence of operation of the William Street subway under Contract No. 3, unnecessary and of a prospective utility not commensurate with the additional operating costs to be imposed.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Public Service Commission for the First District—Issue of Special Revenue Bonds (Cal. No. 71).

(On June 18, 1915 (Cal. No. 82), the request of the Public Service Commission for the First District in this matter was referred to the Comptroller.)

The Secretary presented the following communication of the Public Service Commission for the First District, requesting an issue of corporate stock for the payment of cost of work and materials to underpin and secure St. John's Chapel, Manhattan, and report of the Comptroller recommending disapproval thereof:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, June 11, 1915.

Board of Estimate and Apportionment of the City of New York:

Sirs—Following the proceedings taken by the City of New York for the extension of 7th Avenue and the widening of Varick Street, in which the City acquired a part of the premises of the St. John's Chapel, including the portico and front part of the Chapel, an agreement was entered into by the City of New York, acting by the Board of Estimate and Apportionment, and the Rector, Church Wardens and Vestrymen of Trinity Church of the City of New York, contemplating certain steps for the preservation of the church edifice. The church property is located on the easterly side of Varick Street, between Beach and Laight Streets, and is known as Nos. 34 to 50 Varick Street, in the Borough of Manhattan.

The agreement provided that the church might continue in possession and occupation of that part of the church edifice to which title had been acquired by the City for the period of two years from July 1, 1914, and the church was to retain possession of the whole of the church edifice and continue to conduct the regular services therein.

Under date of February 23, 1915, the Commission transmitted a communication to the Board of Estimate and Apportionment requesting it to advise the Commission whether any changes were contemplated at that time in the steps and portico of the Chapel to meet the conditions caused by the widening of the street, with particular reference to the removal of the portico floor in front of the Chapel and the steps leading thereto and the extension of the columns supporting the portico roof down to the new sidewalk level. This information was necessary in connection with the construction of Section 3 of Routes 4 and 38 of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad.

On March 18, 1915, the Commission advised the Board of Estimate and Apportionment that an order had been issued to the Degnon Contracting Company, the contractor for the construction of a subway under Varick Street, to remove the platform, steps and fence in front of the Chapel and to extend the columns supporting the portico roof down to the roof of the subway, in order to allow the subway contractor to proceed with the construction of the subway and the underpinning and support of the building. The Secretary of the Committee on City Plan had previously verbally stated that it was the intention to have the platforms, etc., removed. In reply, the Board of Estimate and Apportionment on April 1, 1915, directed its Secretary to inform this Commission that the Board approved the proposed removal of the platform steps and fence in front of the St. John's Chapel and the extension of the columns supporting the portico roof down to the roof of the subway.

It now becomes necessary to provide for the payment to the contractor, the Degnon Contracting Company, for this work, which was not provided for under its contract with the City of New York, acting by this Commission, for the construction of the section of rapid transit railroad. The Degnon Contracting Company has submitted a lump sum bid of $22,600 for this work, and the Chief Engineer of the Commission has recommended the bid as reasonable, and it meets with the approval of this Commission.

I was therefore directed by this Commission, at its meeting on June 11, 1915, to state to your Board that this Commission requests your Board to provide, as soon as practicable, for the payment of the cost of the work and materials, to wit, $22,600, by funds outside of the rapid transit railroad appropriation.

Very truly yours, TRAVIS H. WHITNEY, Secretary.

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 7, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 11, 1915, the Secretary of the Public Service Commission for the First District transmitted to your Board a communication stating that by the direction of said Commission, at its meeting held June 11, 1915, he had been instructed to request your Board to provide for the payment of the cost of work and materials necessary to underpin, protect and secure the structure known as St. John's Chapel, situated on the easterly side of Varick street, between Beach and Laight streets, Manhattan, to an estimated amount of $22,600, the same to be authorized outside of the rapid transit railroad appropriations.

The work is incidental to the contract work for the construction of Section No. 3 of Routes 4 and 38, being a portion of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad in Varick street and Seventh avenue extended from Beach street to Commerce street, Manhattan, which contract award to the Degnon Contracting Company was consented to by your Board on March 24, 1913, in an amount of $2,185,063.50.

The work to be done consists of constructing a reinforced concrete wall 22 feet deep under the west wall of St. John's Chapel, placing concrete pillars under the columns of the portico, extending to subgrade of the finished subway structure and subsequently transferring their load to the roof of the finished structure, and all incidental shoring and underpinning. Section 427 of the contract provides that the cost of this work shall be provided for under the terms of Article XII. This article states that all work which is not susceptible of classification under the schedule of unit prices shall be paid for at cost, plus ten (10) per cent., or "the Engineer may, in his discretion, but only with the approval of the Commission, fix and determine unit prices for such labor and materials * * * or a lump sum price therefor."

While the Commission has acted within the terms of the contract in fixing a lump sum for this work, as permitted in Article XII, there appears to be considerable reason to doubt whether this alternative will prove more economical than that of applying the cost-plus-percentage-option. Taking into consideration the height of its tower, the Chapel may be reasonably compared to a twelve-story building. Its frontage is approximately 75 feet and, if there be added to this, 65 feet for the frontage of the portico (which is considerably less than seven stories high), a liberal assumption would be that the work requires the underpinning of a twelve-story building having a 140-foot frontage. At the proposed lump sum price of $22,600 this would amount to about $161 per foot, or over two and one-half times the amount bid by the contractor in his regular contract item for underpinning buildings from 7 to 12 stories high, which was $60 per front foot, and almost three times the amount bid for underpinning buildings less than seven stories high, namely, $55 per front foot.

Although this comparison indicates that the lump sum of $22,600 is excessive and that the cost plus percentage method would be more advantageous to the City, no guarantee can be given that such would be the result, since the cost would depend upon the work methods employed by the contractor.

The Commission in its communication requests that the funds for this work shall be authorized outside the rapid transit railroad appropriations, their contention being that it is not a part of such construction, but is, rather, due to the widening of Varick street and the desire of the Committee on City Plan to preserve an old land mark.

I believe, however, that this is a proper charge against subway construction, because were it not for the fact that a subsurface railroad was being constructed under Varick street, there would be no need for the proposed work.

Because the cost on a lump sum basis appears excessive, and since there exists a difference of opinion as to the method of meeting any such cost, I am of the opinion that the request should be disapproved, and returned to the Public Service Commission, with a copy of this report, for further action by said Commission.

I recommend the adoption of the attached resolution disapproving the request and directing the Secretary to return same to the Public Service Commission, together with a copy of this report. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *disapproves* the request of the Public Service Commission for the First District, dated June 11, 1915, for an appropriation of twenty-two thousand six hundred dollars ($22,600) by the issue of corporate stock, outside the authorizations for rapid transit railroad construction, for underpinning, protecting and securing the structure known as St. John's Chapel, situated in Varick street, between Beach and Laight streets, Manhattan; and that the Secretary of the Board be and is hereby instructed to return said request, with a copy of the report of the Comptroller relating thereto, to the Commission for its further action.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

The Secretary was directed to return the request to the Public Service Commission for the First District, together with a copy of the Comptroller's report thereon.

Public Service Commission for the First District—Consent to Proposed Agreements for Modification of Contracts for Constructing and Equipping the Connection with the Existing Subway at Times Square, Manhattan (Cal. No. 72).

(On May 7, 1915 (Cal. No. 69), the communication from the Public Service Commission for the First District in this matter was referred to the Comptroller.)

The Secretary presented the following communication from the Public Service Commission for the First District transmitting two proposed agreements, one in modification of Contract No. 3 between The City of New York and the Interborough Rapid Transit Company, and the other in modification of the construction contract entered into between the City, the Interborough Rapid Transit Company and Holbrook, Cabot and Rollins, Inc., for the joining of the new 7th avenue subway with the existing subway at Times Square, Manhattan; and report of the Comptroller recommending approval thereof:

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, May 4, 1915.

To the Board of Estimate and Apportionment of The City of New York:

The Commission transmits herewith for your approval a proposed agreement modifying the contract of March 19, 1913, between The City of New York and Interborough Rapid Transit Company, known as Contract No. 3, so as to provide for Interborough Rapid Transit Company doing certain work of moving cables and track at Times Square. The circumstances which render this modification desirable are as follows:

Under date of July 22, 1914, a contract for the contsruction of Section No. 6A of Routes Nos. 4 and 38, involving the work of connecting the new Seventh Avenue Subway with the present subway at Times Square, was entered into with Holbrook, Cabot & Rollins, Inc. In order that the contractor could make this connection it was essential that the power and lighting cables in the west wall of the present subway be removed and placed in the east wall, and that the southbound local track be moved. In view of the fact that such work was intimately bound up with the subway operation the construction contract provided that the contractor should allow and arrange with Interborough Rapid Transit Company for it to do this work and that the contractor should be paid therefor under Article XII of the construction contract. Article XII provided in effect that for this work the contractor should be paid the actual cost of labor and materials plus ten per centum.

When it came time for the contractor to allow and arrange with Interborough Rapid Transit Company for doing this work a number of difficulties and complications arose. The Interborough Rapid Transit Company insisted that, in addition to receiving the actual cost of labor and materials, it be completely indemnified for any damages that might be caused through the work it was asked to do. The contractor's position was that it was willing to enter into the arrangement required by Interborough Rapid Transit Company if it were approved by the Commission, so that the contractor could be assured of receiving from the City the amounts it might pay to Interborough Rapid Transit Company, and in addition the ten per centum provided in Article XII. In view, however, of the provisions of Article XII, limiting the allowance to the actual cost of labor and materials plus ten per centum, the Commission was of the opinion that it did not have authority under the construction contract to approve the arrangement proposed.

It was, however, essential that this work should promptly be done and it was accordingly suggested that Contract No. 3 be modified so as to provide that Interborough Company should do this work under that contract and under the definitions of cost of construction contained therein. The definitions of cost of construction as contained in Contract No. 3 include allowance not only for labor and materials but also for damages and the other items for which Interborough Rapid Transit Company insisted allowance should be made. While on the one hand it will permit payment for damages if damages do actually occur, at the same time it will save the ten per centum which the construction contractor would be allowed under the terms of Article XII of the construction contract. The estimated cost of the work Interborough Rapid Transit Company is to do under the modifying agreement is about Twenty-five Thousand Dollars ($25,000).

Under this arrangement Interborough Rapid Transit Company will not make a profit on this work; it will simply receive payment for the cost of the work to it, as cost is defined in Contract No. 3. This arrangement is precisely the same as the arrangement under which New York Municipal Railway Corporation is doing certain work of construction in the 38th Street Cut in Brooklyn and certain work of reconstruction of the Centre Street Loop, in both of which cases Contract No. 4 was modified so as to provide that New York Municipal Railway Corporation should do such work of construction at cost as defined in the operating contract.

It should be borne in mind, however, that under this arrangement, if an accident occurs, even though it may be caused by the negligence of workmen employed by Interborough Rapid Transit Company, the damages actually and necessarily paid by Interborough Rapid Transit Company would be chargeable to cost of construction.

There is also involved, if the modifying agreement with Interborough Rapid Transit Company be approved, a modification of the construction contract with Holbrook, Cabot & Rollins, Inc., whereby Holbrook, Cabot & Rollins, Inc. is relieved of the obligation to allow and arrange with Interborough Rapid Transit Company to do this work of moving cables and track. As one agreement is complementary to the other the Commission also transmits herewith for your consideration the proposed agreement with Holbrook, Cabot & Rollins, Inc., modifying the contract for the construction of Section No. 6A of Routes Nos. 4 and 38, in the respects mentioned.

In view of the necessity for having this work promptly done in order that the dangerous construction work at Times Square may be completed as early as possible, it is respectfully requested that the Board of Estimate and Apportionment give these agreements as early consideration as is consistent with their proper examination.

Respectfully yours, EDWARD E. McCALL, Chairman.

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 23, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On May 4, 1915, the Public Service Commission of the First District transmitted for the consent and approval of this Board copies of two agreements, one in modification of Contract No. 3 between The City of New York and the Interborough Rapid Transit Company and the other in modification of the construction contract entered into between the City, the Interborough Rapid Transit Company and the contracting firm of Holbrook, Cabot and Rollins, Inc., for the joining of the new 7th Avenue subway with the existing subway at Times Square, Manhattan.

Under the terms of the contract for the making of this connection, it was required that the track changes necessitated here to permit continuance of operation and the shifting of the light and power cables now imbedded in the subway wall which had to be removed, would be done by the Interborough Rapid Transit Company by arrangement with the contractor, under the terms of Article XII of the contract. Article XII of the contract covers work not classified at the bid prices, and assures to the contractor for such execution 10 per cent profit over the cost of labor and material.

When negotiations were undertaken by the contractor with the Interborough Rapid Transit Company, the latter insisted that it should be compensated as well for any losses or damages that might be occasioned by accidents. The contractor was willing to enter into such an agreement, provided it had the approval of the Commission and he was assured reimbursement by the City for damages, plus the ten per cent. additional provided by Article XII for expenditures on labor and material. Such allowances, the Commission has felt, were not within the intent of Article XII of the construction contract, and to hasten the completion of this connection a modification of the contract appeared necessary in order to relieve the contractor from any obligation on this account and for the purpose of safeguarding the City from any claims on account of the excision of this work from his contract.

To enable the Interborough Rapid Transit Company to do the work a modification of Contract No. 3 for "additional Rapid Transit Railroads" was suggested as necessary, since this contract authorized the lessee only to contribute toward the cost of constructing new subways and to provide the equipment therefor, whereas this work must be done by the lessee and the cost will be paid by the City, to the extent only, however, as "cost" is defined in Contract No. 3, without profit, but including damages. The Commission called the Board's attention to the fact that under the modification proposed the damages actually and necessarily to be paid by the Interborough Rapid Transit Company, even though caused by its own negligence, would be chargeable to the cost of construction. The Commission noted, however, that the change proposed in Contract No. 3 was precisely the same as that authorized by the Board, whereby Contract No. 4 was modified to permit the New York Municipal Railway Corporation to do certain work in the 38th Street cut in Brooklyn and in the reconstruction of the Centre Street Loop in Manhattan, at net costs, as defined in Contract No. 4.

On the submission of these agreements to the Board for approval, the Interborough undertook the work of changes required and this work has now been completed without any of the damages that were apprehended having occurred.

To legalize the procedure already followed it will be necessary for the Board to consent to Agreement No. 2 modifying Contract No. 3, which will permit the City to contract directly with the Lessee for the performance of this work and, also, to the agreement modifying the contract for the construction of Section 6-A, Routes N s. 4 and 38, with the firm of Holbrook, Cabot and Rollins, Incorporated, the contractors, excising the work already performed by the Interborough Rapid Transit, from their contract obligations.

With respect to the former agreement, the Interborough will charge the cost of this work to its construction account in an amount which is to be determined by the Public Service Commission, in accordance with the terms of Contract No. 3.

I recommend the adoption of the attached resolutions consenting to the agreements, as submitted. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby consents to Agreement No. 2 in modification of contract of March 19, 1913 (Contract No. 3), for additional Rapid Transit Railroads, as submitted under date of May 4, 1915, by the Public Service Commission for the First District, under the terms and conditions as herein set forth:

Agreement entered into this day of , 1915, between The City of New York (hereinafter referred to as the "City") acting by the Public Service Commission for the First District (hereinafter referred to as "the Commission"); party of the first part, and Interborough Rapid Transit Company, a corporation organized and existing under the laws of the State of New York (hereinafter referred to as "the Lessee"), party of the second part, witnesseth:

Whereas, heretofore and on or about the 19th day of March, 1913, the City, acting by the Commission, entered into a contract with the Lessee for the equipment, maintenance and operation of additional rapid transit railroads, which contract is hereinafter referred to as "Contract No. 3"; and,

Whereas, Contract No. 3 contemplates a connection between the Seventh Avenue Branch of the Seventh Avenue-Lexington Avenue Line as described in Contract No. 3 and the portion of the Manhattan-Bronx Rapid Transit Railroad constructed under the contract of February 21, 1900, between the City and John B. McDonald at or near Broadway and Forty-third Street, in the Borough of Manhattan; and,

Whereas, for the purpose of making such connection the City on or about the 22d day of July, 1914, entered into a contract with Holbrook, Cabot & Rollins, Incorporated, for the construction of such connection, and such work of construction is now proceeding, the said contract with Holbrook, Cabot & Rollins, Incorporated, being hereinafter referred to as the "Construction Contract," and the said Holbrook, Cabot & Rollins, Incorporated, being hereinafter referred to as the "Contractor"; and,

Whereas, the Construction Contract provides in part in Section No. 427 thereof:

"The Contractor will be required to allow and arrange with the Interborough Company to shift the running track of the southbound local trains to the position shown on contract drawings, to provide and lay rails and a ballasted roadbed similar to that now used in the existing rapid transit subway, and to alter, reconnect or install and maintain such signals, lighting and telephone cables as may be necessary for the proper operation of trains, as determined by the Engineer and the Interborough Company. Payment therefor will be made as provided in Article XII.

"In order to perform the work under this contract, it will be necessary to remove the electric cables from the ducts in the sidewall on the west and south sides of the existing rapid transit subway, between the manhole at West Forty-fourth Street and a point about midway between Broadway and Sixth Avenue, opposite the existing manhole on the north side of the subway at that point. These cables will have to be installed in existing vacant ducts in the east and north wall of the subway, between the same points, by carrying them across the roof of the present subway in flat arches to be provided for this purpose, at the points of crossing. A certain amount of reconstruction of the present manholes on each side of the present subway at Forty-fourth Street and of the manhole on the north side of the subway midway between Broadway and Sixth Avenue will be necessary. A new manhole will have to be built on the south side of the present subway at the latter point, all of which work is shown on the contract drawings.

"The Contractor shall allow and arrange with the Interborough Company to remove the cables from their present location and install them in their new location, after the necessary reconstruction of the existing subway and manholes has been made. Payment for removing the cables from their present location and installing them in their new location, together with the furnishing of any new cables which may be required, will be made as provided in Article XII."

and

Whereas, certain conditions have arisen in connection with the construction of such connection which make it desirable for the City to arrange directly with the Lessee for the performance of the work and the furnishing of materials for which in and by the Construction Contract the Contractor is so required to arrange with the Lessee; and,

Whereas, Contract No. 3 provides that no change shall be made therein except by a written instrument duly authorized by the Commission, approved by the Board of Estimate and Apportionment of the City and consented to by the sureties upon the Lessee's bond; and,

Whereas, there are now sureties upon the bond filed by the Lessee as security for the performance of its obligations under Contract No. 3 as follows: National Surety Company, Fidelity and Deposit Company of Maryland, United States Fidelity and Guaranty Company, American Surety Company of New York and Globe Indemnity Company; and,

Whereas, the Board of Estimate and Apportionment of the City has approved this agreement,

Now, therefore, in consideration of the premises and of the mutual stipulations and covenants hereinafter contained, it is agreed as follows:

First: The Lessee shall, with due diligence and in good and workmanlike manner, do all the work which, as above recited, the Contractor is required to allow and arrange with it to do, to wit:

1. "to shift the running track of the south-bound local trains to the position shown on the contract drawings, to provide and lay rails and a ballasted roadbed similar to that now used in the existing rapid transit subway, and to alter, reconnect or install and maintain such signals, lighting and telephone cables as may be necessary for the proper operation of trains, as determined by the Engineer and the Interborough Company."

The word "Engineer" shall mean the Chief Engineer of the Commission.

2. "to remove the cables from their present location and install them in their new location, after the necessary reconstruction of the existing subway and manholes has been made."

There is also included the furnishing of any new cables which may be required to replace the cables so removed.

Second: All such work shall be completed within the earliest practicable time. The cost of construction of the work the Lessee is required to do hereunder, as the expression "cost of construction" is defined in Contract No. 3, shall be paid by the Lessee out of its contribution toward the cost of construction as provided for in Contract No. 3. The amount of the cost of construction of the work shall be determined by the Chief Engineer of the Commission, as provided in Contract No. 3, subject to review in the same manner and by the method also provided in Contract No. 3 and the amount thereof as thus determined shall constitute a part of the Lessee's contribution toward the cost of construction as provided by Article IX of Contract No. 3, and the Lessee shall receive and be entitled to credit thereon for the amount expended pursuant to the terms of this agreement, said amount being expended for one of the purposes contemplated by Contract No. 3. If after such contribution shall have been exhausted, any amount shall become due for the work to be performed under this agreement, or any claims shall arise against the Lessee in connection therewith, the same shall be subject to the provisions of Article XII of Contract No. 3. All provisions of Contract No. 3 relative to supervision, inspection and determination of cost shall apply to the work herein provided for.

Third: The Lessee agrees with respect to the work provided for in this supplemental agreement to comply with the provisions of the Labor Law, including Section 3 thereof, as re-enacted by Chapter 36 of the Laws of 1909. The Lessee further agrees and stipulates that no laborer, workman or mechanic in the employ of the Lessee, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by this supplemental agreement shall be permitted or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further, that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon such public works or upon any material to be used upon or in connection therewith, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City where such public work on, about or in connection with such labor is performed, in its final or completed form, is to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Lessee or by any sub-contractor or other person employed by the Lessee or by any sub-contractor or other person on, about or upon such public works shall receive such wages herein provided for. This supplemental agreement shall be void and of no effect, unless the Lessee shall comply with the provisions of this section. In obedience to the requirements of Section 14 of the Labor Law it is further provided with respect to the work provided for in this supplemental agreement that if the provisions of the said Section 14 are not complied with, this agreement shall be void.

Third: Except as expressly modified herein Contract No. 3 shall remain in full force and effect as though the provisions hereof had been inserted therein prior to its execution.

Fourth: Provided, however, that this agreement shall take effect if and when and only when it is consented to in the form subjoined by National Surety Company, Fidelity and Deposit Company of Maryland, United States Fidelity and Guaranty Company, American Surety Company of New York and Globe Indemnity Company and by Guaranty Trust Company of New York, as trustee under the First and Refunding Mortgage of the Lessee, dated March 20, 1913.

In witness whereof the Commission has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman and the Lessee has caused its corporate seal to be hereto affixed and attested by its Secretary, and these presents to be signed by its President, all the day and year first above written.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT,
By ....., Chairman.
Attest: ....., Secretary.
INTERBOROUGH RAPID TRANSIT COMPANY,
By ....., President.
Attest: ....., Secretary.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

—

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby consents to an agreement in modification of the contract of July 22, 1914, for the construction of a portion of the Rapid Transit Railroad, Routes Nos. 4 and 38, Section No. 6-A, as submitted under date of May 4, 1915, by the Public Service Commission for the First District, under the terms and conditions as herein set forth:

Agreement made this day of , 1915, between The City of New York (hereinafter referred to as the "City"), acting by the Public Service Commission for the First District (hereinafter referred to as the "Commission"), party of the first part, Interborough Rapid Transit Company, a corporation organized and existing under the Laws of the State of New York (hereinafter referred to as the "Interborough Company"), party of the second part, and Holbrook, Cabot & Rollins, Incorporated, a corporation organized and existing under the Laws of the State of Maine (hereinafter referred to as the "Contractor"), party of the third part.

Whereas, heretofore and on or about the 22nd day of July, 1914, the City entered into a contract with the Contractor for the construction of Section No. 6-A of Routes Nos. 4 and 38, being a part of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad described as follows:

Beginning at a point under Seventh Avenue, in the Borough of Manhattan, about one hundred (100) feet south of the southerly building line of West Forty-third Street, and extending thence northerly under Seventh Avenue to a connection with the present Manhattan-Bronx Rapid Transit Railroad.

which contract as thereafter amended by agreement bearing date the 5th day of April, 1915, is hereinafter referred to as the "Contract"; and

Whereas, Interborough Company was a party to the Contract for the purpose of paying out its contribution toward the cost of construction of the Railroad as provided in the contract known as Contract No. 3, dated March 19, 1913, between the City and the Interborough Company; and

Whereas, the Contract provides in Section No. 427

"The Contractor will be required to allow and arrange with the Interborough Company to shift the running track of the south-bound local trains to the position shown on the contract drawings, to provide and lay rails and a ballasted roadbed similar to that now used in the existing rapid transit subway, and to alter, reconnect or install and maintain such signals, lighting and telephone cables as may be necessary for the proper operation of trains, as determined by the Engineer and the Interborough Company. Payment therefor will be made as provided in Article XII.

"In order to perform the work under this contract, it will be necessary to remove the electric cables from the ducts in the side wall on the west and south sides of the existing rapid transit subway, between the manhole at West Forty-fourth Street and a point about midway between Broadway and Sixth Avenue, opposite the existing manhole on the north side of the subway at that point. These cables will have to be installed in existing vacant ducts in the east and north wall of the subway, between the same points, by carrying them across the roof of the present subway in flat arches to be provided for this purpose, at the points of crossing. A certain amount of reconstruction of the present manholes on each side of the present subway at Forty-fourth Street and of the manhole on the north side of the subway midway between Broadway and Sixth Avenue will be necessary. A new manhole will have to be built on the south side of the present subway at the latter point, all which work is shown on the contract drawings.

"The Contractor shall allow and arrange with the Interborough Company to remove the cables from their present location and install them in their new location, after the necessary reconstruction of the existing subway and manholes has been made. Payment for removing the cables from their present location and installing them in their new location, together with the furnishing of any new cables which may be required, will be made as provided in Article XII."

and

Whereas, conditions have arisen which make it advisable for the City to deal

directly with the Interborough Company with respect to the work which the Contractor is so required to allow and arrange with the Interborough Company for it to do and such conditions render it advisable that the Contractor be relieved of its obligation so to allow and arrange with the Interborough Company as above recited; and

Whereas, the Contract provides that no change shall be made therein except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon its bond; and

Whereas, the Contractor has given two bonds, one to the City upon which there are now sureties as follows: National Surety Company, Fidelity and Deposit Company of Maryland, Globe Indemnity Company, Aetna Accident and Liability Company, American Surety Company of New York, International Fidelity and Insurance Company and London and Lancashire Guarantee and Accident Company of Canada and the other to the Interborough Company upon which there are now sureties as follows: National Surety Company, American Surety Company of New York, Fidelity and Deposit Company of Maryland, Globe Indemnity Company and Aetna Accident and Liability Company.

Now therefore in consideration of the premises and the mutual stipulations and covenants hereinafter contained, it is agreed as follows:

First: The following provisions shall be and are to be deemed stricken from the Contract:

"The Contractor will be required to allow and arrange with the Interborough Company to shift the running track of the south-bound local trains to the position shown on the contract drawings, to provide and lay rails and a ballasted roadbed similar to that now used in the existing rapid transit subway, and to alter, reconnect or install and maintain such signals, lighting and telephone cables as may be necessary for the proper operation of trains, as determined by the Engineer and the Interborough Company. Payment therefor will be made as provided in Article XII.

* * * * * * * * * * *

"The Contractor shall allow and arrange with the Interborough Company to remove the cables from their present location and install them in their new location, after the necessary reconstruction of the existing subway and manholes has been made. Payment for removing the cables from their present location and installing them in their new location, together with the furnishing of any new cables which may be required, will be made as provided in Article XII."

The City hereby relieves and releases the Contractor from the obligations so imposed and the Contractor hereby relieves and releases the City from any claim on account thereof.

Second: Except as expressly modified herein the Contract shall remain in full force and effect as though the provisions stricken therefrom had not been inserted therein prior to its execution.

Third: Provided, however, that this agreement shall take effect if and when and only when it is consented to in the form subjoined by National Surety Company, Fidelity and Deposit Company of Maryland, Globe Indemnity Company, Aetna Accident and Liability Company, American Surety Company of New York, International Fidelity and Insurance Company and London and Lancashire Guarantee and Accident Company of Canada, the sureties upon the bond given by the Contractor to the City, and by National Surety Company, American Surety Company of New York, Fidelity and Deposit Company of Maryland, Globe Indemnity Company and Aetna Accident and Liability Company, the sureties upon the bond given by the Contractor to the Interborough Company.

In witness whereof the Commission has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman and the Contractor and Interborough Company have caused their corporate seals to be hereto affixed and attested by their respective Secretaries and these presents to be signed by their respective Presidents all the day and year first above written.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by ....., Chairman.

Attest: ....., Secretary.

INTERBOROUGH RAPID TRANSIT COMPANY, by ....., President.

Attest: ....., Secretary.

HOLBROOK, CABOT & ROLLINS, INCORPORATED, by ....., President.

Attest: ....., Secretary.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Henry E. Fox Construction Company—Claim of (Cal. No. 73).

The Secretary presented a report of the Comptroller, certifying for payment, pursuant to section 246 of the Charter, claim of the Henry E. Fox Construction Company, in the sum of $1,889.50, without interest, for additional work in connection with the dredging of Bear Swamp Reservoir at Otisville, New York.

The matter was laid over until August 26, 1915.

Department of Finance—Statements Showing Transfers of Appropriations, Issues of Special Revenue Bonds and Corporate Stock; and Annuities (Cal. No. 74).

The Secretary presented the following report and statements of the Comptroller; which were ordered printed in the minutes and filed:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 24, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—Pursuant to a resolution adopted by your Board on May 28, 1915, I have had prepared and herewith submit for your information statements showing the following:

1. Transfers between 1915 appropriation accounts, from April 1 to June 30, 1915.
1A. Transfers between 1914 appropriation accounts, from April 1 to June 30, 1915.
2. Amount of special revenue bonds issued to each department from April 1 to June 30, 1915.
3. Amount of corporate stocks issued to each department from April 1 to June 30, 1915.
4. Annuity installments granted by the Board of Estimate and Apportionment to retired employees of the City, from April 1 to June 30, 1915.
5. Total annuity installments granted by the Board of Estimate and Apportionment to retired employees of the City, and effective June 30, 1915. Respectfully,

WM. A. PRENDERGAST, Comptroller.

STATEMENT 1.

Showing in Detail, by Departments, Transfers Between 1915 Appropriation Accounts from April 1 to June 30, 1915.

FROM

DEPARTMENT OF FINANCE.

Personal Service, Salaries, Regular Employees.

80	Stock and Bond	$1,100 00

TO

BOARD OF ESTIMATE AND APPORTIONMENT.

Personal Service, Salaries, Regular Employees.

21	Bureau of Public Improvements	$1,100 00

Resolution Board of Estimate and Apportionment April 30, 1915.

FROM

DEPARTMENT OF FINANCE.

Personal Service, Salaries of Regular Employees, Executive and Advisory.

78	Law and Adjustment	$355 00
80	Stock and Bond	1,486 00
81	Municipal Investigation and Statistics	484 00
		$2,325 00

TO

COURT OF SPECIAL SESSIONS.

Personal Service.

2885	Salaries, Regular Employees	$2,325 00

Resolution Board of Estimate and Apportionment May 21, 1915.

FROM

COURTS.

3346	Disbursements and Fees	$189 00

TO

MISCELLANEOUS.

Fixed Charges and Contributions, Rent.

3356	Bronx County	$189 00

Resolution Board of Estimate and Apportionment June 18, 1915.

FROM

DEPARTMENT OF STREET CLEANING.

Contract or Open Order Service, General Plant Service, Final Disposition.

2409	Manhattan	$3,090 00

TO

DEPARTMENT OF DOCKS AND FERRIES.

Contract or Open Order Service, General Plant Service.

2862	General Administration	$3,090 00

Resolution Board of Estimate and Apportionment June 25, 1915.

FROM

FIRE DEPARTMENT.

Purchase of Equipment.

1689	General Plant Equipment	$1,000 00

TO

DEPARTMENT OF PARKS, BOROUGH OF QUEENS.

Supplies.

1383	Forage and Veterinary Supplies	$1,000 00

Resolution Board of Estimate and Apportionment June 25, 1915.

Summary Showing by Departments Transfers Between 1915 Appropriation Accounts from April 1 to June 30, 1915.

FROM

Department of Finance	$1,100 00
Department of Finance	2,325 00
Courts, Bronx County	189 00
Department of Street Cleaning	3,090 00
Fire Department	1,000 00
Total	$7,704 00

TO

Board of Estimate and Apportionment	$1,100 00
Court of Special Sessions	2,325 00
Rents, Bronx County	189 00
Department of Docks and Ferries	3,090 00
Department of Parks, Borough of Queens	1,000 00
Total	$7,704 00

STATEMENT 1A.

Showing in Detail, by Departments, Transfers Between 1914 Appropriation Accounts from April 1 to June 30, 1915.

FROM

BOARD OF CITY RECORD, NEW YORK COUNTY.

Contract or Open Order Service, General Plant Service.

3219	Printed, Lithographed, Engraved or Stamped Forms, Including Pamphlets or Printed Blanks	$31 90

TO

SHERIFF, NEW YORK COUNTY.

3141	Contract or Open Order Service	31 90

Resolution Board of Estimate and Apportionment April 9, 1915.

FROM

MISCELLANEOUS.

Contingencies.

3512	The County of Kings	$73 00

TO

SUPREME COURT, SECOND DEPARTMENT.

3467	Contingencies	$73 00

Resolution Board of Estimate and Apportionment April 16, 1915.

FROM

DEPARTMENT OF HEALTH.

Supplies.

1853	Food Supplies, Hospital Service, Willard Parker and Reception	$3,500 00

TO

DEPARTMENT OF CORRECTION.

Supplies.

2649	Food Supplies	3,500 00

Resolution Board of Estimate and Apportionment April 23, 1915.

FROM

COUNTY COURT, QUEENS COUNTY.

Personal Service.

3613	Wages, Temporary Employees	20 00

TO

DISTRICT ATTORNEY, QUEENS COUNTY.

Personal Service.

3536	Wages, Temporary Employees	20 00

Resolution Board of Estimate and Apportionment May 7, 1915.

FROM

COURTS.

3346	Disbursements and Fees	$125 00

TO

MISCELLANEOUS.

Fixed Charges and Contributions, Rent.

3356	Bronx County	$125 00

Resolution Board of Estimate and Apportionment May 21, 1915.

Summary Showing by Departments Transfers Between 1914 Appropriation Accounts from April 1 to June 30, 1915.

FROM

Board of City Record, New York County	$31 90
Miscellaneous, County of Kings	73 00
Department of Health	3,500 0
County Court, Queens County	20 00
Courts, Bronx County	125 00
Total	$3,749 90

TO

Sheriff, New York County	$31 90
Supreme Court, Second Department	73 00
Department of Correction	3,500 00
District Attorney, Queens County	20 00
Rents, Bronx County	125 00
Total	$3,749 90

STATEMENT No. 2.

Showing, by Departments, Amounts of Special Revenue Bonds Issued from April 1 to June 30, 1915.

Departments.	Amount.
City Government.	
Bellevue and Allied Hospitals	$4,000 00
Board of Aldermen and City Clerk	42,500 00
Board of Ambulance Service	1,600 00
Board of Elections	5,500 00
Board of Inebriety	500 00
Bridges	19,000 00
Charities	9,490 00
Coroners, Brooklyn	55 00

Departments.	Amount.
Correction	7,500 00
Claims	*1,129,300 00
Education	64,808 01
Estimate and Apportionment	2,000 00
Elimination of Grade Grossings, Queens	48,268 74
Fire	4,000 00
Health	223 00
Judgments	115,000 00
Law	6,023 00
Libraries	6,773 00
Miscellaneous	3,200 00
Parks, Manhattan and Richmond	1,415 00
Parks, Bronx	1,000 00
Parks, Queens	1,875 00
Police	5,082 41
Public Service Commission	896,000 00
President, Manhattan	20,783 00
President, Brooklyn	1,700 00
President, Queens	2,700 00
President, Bronx	14,000 00
President, Richmond	500 00
Rents	4,000 00
Street Cleaning	648,133 80
Taxes and Assessments	11,300 00
Water Supply, Gas and Electricity	17,738 05
Total, City of New York	$3,095,968 01
County Government.	
New York County—	
Court of General Sessions	$1,442 46
County Clerk	11,000 00
County Charges and Expenses	18,000 00
District Attorney	8,502 77
Miscellaneous	100 00
Rents	400 00
Sheriff	409 85
Surrogates' Court	100 00
Total	$39,955 08
Kings County—	
County Clerk	$6,000 00
County Charges and Expenses	5,000 00
District Attorney	3,500 00
Rents	150 00
Supreme Court, Second Department	300 00
Total	$14,950 00
Queens County—	
County Clerk	$1,400 00
County Charges and Expenses	6,000 00
Surrogates' Court	248 14
Total	$7,648 14
Richmond County—	
County Charges and Expenses	$1,000 00
District Attorney	17 00
Sheriff	1,056 54
Total	$2,073 54
Bronx County—	
Charitable Institutions	$2,438 33
Miscellaneous	206 88
Register	1,300 00
Surrogate's Court	1,082 86
Total	$5,028 07

*$984,638.99 represents interest on bank taxes refunded, pursuant to judgments.

Summary.

City of New York		$3,095 968 01
Counties—		
New York	$39,955 08	
Kings	14,950 00	
Queens	7,648 14	
Richmond	2,073 54	
Bronx	5,028 07	
Total Counties		69,654 83
Total, City and County		$3,165,622 84

STATEMENT 3.

Showing, by Departments, Amounts of Corporate Stock Issued from April 1 to June 30, 1915.

Departments.	Amount.
Armories	$48,300 00
Abolishing Grade Crossings	50,000 00
Court House	6,500 00
Correction	4,000 00
Street Cleaning	17,000 00
Health	80,600 00
Fire	176,000 00
Bellevue and Allied Hospitals	57,000 00
Public Charities	66,700 00
Parks, Manhattan and Richmond	375,200 00
Parks, Brooklyn	29,245 83
Parks, Bronx	24,500 00
Parks, Queens	10,100 00
Bridges	256,562 50
President, Manhattan	176,300 00
President, Bronx	11,700 00
President, Brooklyn	11,500 00
President, Queens	69,650 00
President, Richmond	65,500 00
Education	1,007,402 41
Normal College	200 00
College of the City of New York	49,900 00
Miscellaneous	940,269 10
Docks and Ferries	24,000 00
Board of Water Supply	1,485,000 00
Water Supply, Gas and Electricity	310,749 99
Rapid Transit	7,352,196 96
Total	$12,706,076 79

STATEMENT 4.

Showing, by Departments, Annuity Installments Granted by the Board of Estimate and Apportionment to Retired Employees of the City, from April 1 to June 30, 1915.

Department.	Annuities.
Bridges	$2,794 83
Charities	360 00
Correction	1,200 00
Docks and Ferries	2,079 75
Education	758 00
Finance	1,950 00
Parks, Manhattan and Richmond	390 89
Parks, Brooklyn	766 04
Parks, Bronx	299 74
President, Manhattan	3,355 59
President, Brooklyn	2,700 00
President, Bronx	3,041 25
Water Supply, Gas and Electricity	3,792 81
Total	$23,488 90

STATEMENT 5.

Showing, on a Yearly Basis by Departments, Total Annuity Installments Granted by the Board of Estimate and Apportionment to Retired Employees, and Effective June 30, 1915.

Department.	Annuities.
Armories	$3,285 00
Bellevue and Allied Hospitals	472 12
Bridges	22,335 98
Charities	2,145 00
College of the City of New York	1,050 00
Correction	8,050 00
County Clerk, Kings County	586 66
City Court	1,500 00
County Court, Kings County	900 00
Docks and Ferries	24,454 76
Estimate and Apportionment	1,000 00
Elections	1,166 67
Education	2,630 34
Finance	13,157 55
Fire	5,660 98
Law	7,425 00
Magistrates' Courts, 1st Division	1,000 00
Magisrates' Courts, 2nd Division	600 00
Municipal Courts	1,500 00
Parks, Manhattan and Richmond	4,949 84
Parks, Bronx	1,299 74
Parks, Brooklyn	6,007 50
Parks, Queens	1,823 83
President, Manhattan	19,365 84
President, Bronx	8,770 25
President, Brooklyn	5,955 00
President, Richmond	371 25
Police	4,250 00
Register, New York County	750 00
Surrogates' Court, New York County	1,886 10
Tenement House	750 00
Water Supply, Gas and Electricity	42,204 32
Total	$197,303 73

Mayor's Committee on Food Supply; Board of Estimate and Apportionment—Appropriation from Contingent Fund (Cal. No. 75).

The Secretary presented a communication dated July 8, 1915, from the Secretary of the Mayor's Committee on Food Supply, requesting reimbursement to the amount of $100 for funds advanced by him to pay temporary help employed in the summer of 1914 in connection with the work of said Committee; and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 21, 1915.

To the Board of Estimate and Apportionment, The City of New York:

Gentlemen—In a communication to the Comptroller, dated July 8, 1915, Mr. Joseph Hartigan, Secretary to the Mayor's Committee on Food Supply of The City of New York, requested reimbursement for funds advanced to pay temporary help employed by him in the summer of 1914, in connection with the work of the committee. The work performed consisted of compiling statistics from the records of the Police Department, on the prices of food commodities for the purposes of the committee.

Ten men were employed on August 27 and 28, 1914, at the rate of $5 per day, making a total expenditure of $100. Mr. Hartigan paid the amount out of his own funds and now seeks reimbursement.

The expenses of this committee for the year 1914, were paid from funds allotted upon authorization of your board from "Account 45 T. C., Board of Estimate and Apportionment, Contingencies for 1914." The amount allotted is now exhausted and if your board is of the opinion that this expenditure should be met by a further allotment from the Contingent Fund of the Board of Estimate and Apportionment for the year 1914, in which sufficient funds for the purpose still remain, the attached resolution is offered for adoption. Very truly yours,

WM A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the expenditure of one hundred dollars ($100) for the purpose of reimbursing Mr. Joseph Hartigan, Secretary of the Mayor's Committee on Food Supply, for money advanced to pay temporary help employed by him during the year 1914 in connection with the work of said committee, and authorizes the Comptroller to charge the amount specified to "Account 45TC, Board of Estimate and Apportionment, Contingencies for 1914."

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

From Bureaus of the Board.

Bureau of Public Improvements.

Board of Estimate and Apportionment—Engineer's Financial Statement (Cal. No. 76).

The Secretary presented the following report of the Chief Engineer; which was ordered printed in the minutes and filed:

Financial Statement No. D-34 and Report for Quarter Ending June 30, 1915. July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—I beg to submit the following tabular statement showing the estimated cost of physical improvements and the number of opening proceedings for each borough and total for all boroughs which have been authorized by the Board of Estimate and Apportionment since January 1, 1914, together with the physical improvements for which preliminary authorization is now outstanding:

Surface and Subsurface Improvements Given Final Authorization in 1914 and 1915.

Borough.	Surface Improvements. Total, 1914. No.	Amount.	1915 to Date. No.	Amount.	Sewer Improvements. Total, 1914. No.	Amount.	1915 to Date. No.	Amount
Manhattan	11	$115,600 00	3	$21,200 00	9	$74,500 00	†10	$529,400 00.
Brooklyn	99	665,400 00	91	403,400 00	54	491,850 00	‡24	1,377,400 00
The Bronx	24	340,200 00	*27	443,000 00	17	234,300 00	18	212,200 00
Queens	38	535,900 00	27	333,700 00	23	217,400 00	30	841,800 00
Richmond	4	8,500 00	6	26,800 00	6	7,600 00	5	39,400 00
Total....	176	$1,665,600 00	*154	$1,228,100 00	109	$1,025,650 00	††87	$3,000,200 00

*Excludes one improvement estimated to cost $130,000, authorized in 1913 at an estimated cost of $186,000, but amended in 1915.
†Excludes $170,000 chargeable to subway construction.
‡Includes two improvements for which partial authorization only has been given.

Surface and Subsurface Improvements for Which Preliminary Authorization is Now Outstanding.

Borough.	Surface Improvements. No.	Amount.	Sewer Improvements. No.	Amount.
Manhattan	11	$372,000 00	15	$478,700 00
Brooklyn	20	152,500 00	*12	912,800 00
The Bronx	6	185,500 00	3	1,424,000 00
Queens	14	157,900 00	19	889,600 00
Richmond	..	.....	1	10,600 00
Total	51	$867,900 00	*50	$3,715,700 00

*Includes three improvements for which partial authorization has been given.

Street and Park Opening Proceedings Authorized in 1914 and 1915.

Borough.	Total, 1914. Number of Streets and Parks Affected.	Number of Proceedings.	1915 to Date. Number of Streets and Parks Affected.	Number of Proceedings.
Manhattan	1	1	..	..
Brooklyn	3	2	4	2
The Bronx	9	2	15	7
Queens	16	9	11	8
Richmond	..	..	..	..
Total	29	14	30	17

A comparison of the estimated cost of physical improvements for which final authorization has been given since January 1, 1915, and of all outstanding preliminary authorizations, with the value of the assessment lists relating to authorizations since January 1, 1902, returned in 1915, and of the 1915 collections up to and including July 21, in each case, shows the following:

Borough.	Authorizations. Outstanding Preliminary Authorizations. No.	Amount.	Final Authorizations in 1915. No.	Amount.	Total. No.	Amount.	Assessment Lists Returned.	Collections.
Manhattan....	26	$850,700 00	13	$550,600 00	39	$1,401,300 00	$80,371 12	$190,929 68
Brooklyn	32	1,065,300 00	115	1,780,800 00	147	2,846,100 00	656,076 22	1,319,985 46
The Bronx	9	1,609,500 00	45	655,200 00	54	2,264,700 00	1,419,462 74	828,486 20
Queens	33	1,047,500 00	57	1,175,500 00	90	2,223,000 00	686,655 11	801,360 45
Richmond	1	10,600 00	11	66,200 00	12	76,800 00	8,321 79	60,435 81
Total....	101	$4,583,600 00	241	$4,228,300 00	342	$8,811,900 00	$2,850,886 98	$3,201,197 60

The following table shows the additional amounts for which preliminary authorization may be outstanding on the basis of the recommendation made to the Board at its meeting of February 5, 1915; the value of the preliminary authorizations now outstanding, the carrying out of which is believed to be urgent, the list including all authorizations given subsequent to July 1, 1914, as well as those of a prior date where evidences are at hand to show that the work will at once be required; and the balance available for final authorization as determined upon by the Board at its meeting of June 25, 1915:

Borough.	Additional Preliminary Authorizations Which May Be Outstanding on the Basis of the Recommendation of February 5, 1915.	Preliminary Authorizations Now Outstanding, the Need for the Immediate Carrying Out of Which Has Been Established.	Balance Available for Final Authorization as Provided Under the Resolution of June 25, 1915.
Manhattan	—$425,000 00	$430,500 00	$273,300 00
Brooklyn	1,021,600 00	194,400 00	277,030 00
The Bronx	579,000 00	328,200 00	1,028,960 00
Queens	281,800 00	536,900 00	234,990 00
Richmond	59,400 00	10,600 00	44,320 00
Total	$1,516,800 00	$1,500,600 00	$1,858,600 00

A comparison of the value of all local improvements authorized during the second quarter of 1915, with the value of the assessment lists returned to the Board of Assessors, and with the collections made during the quarter, credited to the Street Improvement Fund, shows as follows:

Borough.	Value of Improvements Authorized.	Value of Improvements Returned to the Board of Assessors.	Assessments Collected.
Manhattan	$55,000 00	$60,336 94	$87,520 55
Brooklyn	329,100 00	112,226 44	554,248 61
The Bronx	579,300 00	1,157,215 36	326,586 59
Queens	818,500 00	538,192 81	469,479 31
Richmond	40,800 00	5,695 48	23,616 82
Total	$1,822,700 00	$1,873,667 03	$1,461,451 88

The Borough Presidents' quarterly reports indicate that during the three months ending June 30, 1915, contracts were made, under authority of Local Board resolutions, without action by the Board of Estimate and Apportionment, pursuant to the provisions of chapter 435 of the Charter, of the following amounts:

Borough.	Number.	Amount.
Manhattan	17	$8,054 03
Brooklyn	8	2,938 90
The Bronx	3	2,161 33
Queens	6	5,734 33
Richmond	1	833 20
Total	35	$19,721 79

The following tables, showing the progress made up to June 30, 1915, in carrying out improvements, have been compiled partly from the records of the Board of Estimate and Apportionment, partly from data supplied by the Borough Presidents, and partly from the results of an examination of the books of the Board of Assessors. The figures given for the estimated cost of work under contract, but not yet completed, are those reported by the Borough Presidents, in conformity with the resolution adopted by the Board on February 25, 1910.

In the summary showing the value of improvements which have been delayed in completion more than a year beyond the contract time limit, it has been assumed that the average working day is equivalent to two calendar days.

Improvements Authorized Subsequent to January 1, 1902, Which Were Reported to the Board of Assessors Prior to June 30, 1915.

Borough.	Prior to March 31, 1915.	March 31, 1915 to June 30, 1915.	Total.
Manhattan	$5,809,954 49	$60,336 94	$5,870,291 43
Brooklyn	24,002,770 93	112,226 44	24,114,997 37
The Bronx	23,279,390 75	1,157,215 36	24,436,606 11
Queens	*10,817,390 47	538,192 81	11,355,583 28
Richmond	†2,906,225 38	5,695 48	2,911,920 86
Total.....	‡$66,815,732 02	$1,873,667 03	$68.689,399 05

*Includes five improvements involving an expenditure of $1,401,457.98, authorized under the provisions of the Gerhardt Bill, the returns for which are to be certified by the Comptroller to the Tax Department for incorporation in the tax levy.
†Includes one improvement involving an expenditure of $860,921.19, authorized under the provisions of the Gerhardt Bill, the returns for which are to be certified by the Comptroller to the Tax Department for incorporation in the tax levy.
‡Includes six improvements involving an expenditure of $2.262,379.17, authorized under the provisions of the Gerhardt Bill, the returns for which are to be certified by the Comptroller to the Tax Department for incorporation in the tax levy.

Improvements Authorized Subsequent to January 1, 1902, and Which, Up to June 30, 1915, Had Not Been Reported to the Board of Assessors.

Borough.	Complete but Not Yet Reported.	Not Contracted for Up to June 30, 1915.	Under Contract but Not Complete.	Total.
Manhattan	$23,354 13	$657,100 00	$207,840 44	$888,294 57
Brooklyn	1,014,515 17	212,100 00	3,670,633 49	4,897.248 66
The Bronx	445,228 68	944,500 00	1,103,129 12	2,492.857 80
Queens	189,394 46	717,900 00	1,890,862 65	2,798,157 11
Richmond	7,512 72	32,100 00	27,225 60	66,838 32
Total..	$1,680,005 16	$2,563,700 00	$6,899,691 30	$11,143.396 46

Amount Earned on Improvements Under Contract at the Close of the Quarters Ending March 31 and June 30, 1915.

Borough.	March 31, 1915.	June 30, 1915.
Manhattan	$70,418 52	$105,793 85
Brooklyn	1,887,156 45	1,951,793 23
The Bronx	1,178,416 08	436.179 34
Queens	1,099,658 56	1,362,496 91
Richmond	.....	16,106 32
Total	$4,235,649 61	$3,872,369 65

Number and Value of Improvements in Each Borough, Which Are Under Contract but Not Yet Complete, and for Each of Which More Than a Year Has Elapsed Over and Above the Time Stipulated in the Contract Since the Order Was Given for the Commencement of Work.

Borough.	Number of Improvements.	Amount of Bid.	Amount Earned.
Manhattan	1	$69,998 80	$47,519 42
Brooklyn	2	160,923 33	152,224 00
The Bronx	1	17,903 40	.....
Queens	1	7,777 50	4,402 65
Total	5	$256,603 03	$204,146 07

Number and Value of Local Improvements Which Have Been Completed and Accepted by the Borough Presidents, but for Which the Assessment Lists Have Not Been Forwarded to the Board of Assessors Up to June 30, 1915, and the Year of Completion.

Borough.	Year Completed.	Number.	Actual Cost.	Total.
Manhattan	1915	3	$23,354 13	
		3		$23,354 13
Brooklyn	1906	1	$4,516 91	
	1912	1	175,995 74	
	1913	2	87,516 49	
	1914	12	513,649 53	
	1915	15	232,836 50	
		31		1,014,515 17
The Bronx	1914	1	$27,853 24	
	1915	12	417,375 44	
		13		445,228 68
Queens	1914	4	$46,893 07	
	1915	19	142,501 39	
		23		189,394 46
Richmond	1915	3	$7,512 72	
		3		7,512 72
Entire City	1906	1	$4,516 91	
	1912	1	175.995 74	
	1913	2	87,516 49	
	1914	17	588,395 84	
	1915	52	823,580 18	
		73		$1,680,005 16

Comparing the progress report now made with the one submitted at the end of the preceding quarter, it appears that the following changes have occurred, the sign + being used to indicate that the item involved is increased to the extent noted, while — shows a corresponding decrease.

Improvements Authorized Subsequent to January 1, 1902, and Which, Up to June 30, 1915, Had Not Been Reported to the Board of Assessors.

Borough.	Completed But Not Yet Reported.	Not Contracted For.	Under Contract But Not Complete.	Total.
Manhattan	— $9,922 87	+$28,500 00	—$20,183 19	— $1,606 06
Brooklyn	—179,640 92	—687,000 00	+576,468 04	—290.172 88
The Bronx	+ 20,185 61	+382,200 00	—918.351 13	—515,965 52
Queens	—402,105 80	+395,600 00	+188,438 61	+181.932 81
Richmond	+ 1,230 58	+ 32,100 00	+ 7,379 39	+ 40,709 97
Total.....	—$570,253 40	+$151,400 00	—$166,248 28	—$585,101 68

Respectfully, NELSON P. LEWIS, Chief Engineer.

Bear Swamp Road, from West Farms Road to White Plains Road, Borough of The Bronx—Vesting Title to Damage Parcel No. 150 in the Proceeding for Acquiring Title (Cal. No. 77).

The Secretary presented a communication, dated June 29, 1915, from the President of the Borough of The Bronx, requesting that the Board vest title to Damage

Parcel No. 150, in this proceeding, Borough of The Bronx; and the following report of the Chief Engineer:

Report No. 14820. July 21st, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—At the meeting of the Board of Estimate and Apportionment held on April 17th, 1914, final authorization was granted in the matter of regulating and grading Matthews Avenue from Van Nest Avenue to Bronxdale Avenue (Bear Swamp Road) in the Borough of The Bronx. At that time, in order to clear the way for the carrying out of the project, provision was made for vesting title to all of the land needed for the street between the limits named.

In a communication bearing date of June 29th, 1915, the Borough President advises that the grading work cannot be completed until a building on the easterly side at the intersection with Bear Swamp Road, a portion of which has already been purchased in connection with the Matthews Avenue vesting, has been removed. He states that this will be greatly facilitated if the City takes title to the portion of it that encroaches upon the widening needed for Bear Swamp Road, the acquisition of the latter street completing its destruction. He accordingly requests that suitable action be now taken.

A proceeding for acquiring title to Bear Swamp Road from West Farms Road to White Plains Road was instituted by the Board of Estimate and Apportionment on December 31st, 1913, and the Commissioners of Estimate and Assessment filed their oaths on May 4th of the current year. An inspection of the damage maps shows that the building referred to occupies a position such that the interests of all parties affected would have been best conserved if title to it had been taken under both proceedings simultaneously, but in the absence of Commissioners in the case of Bear Swamp Road such a course was impossible.

In my judgment it would be inadvisable to delay taking over the remnant of this property, and I would recommend the adoption of a resolution vesting title in the City on August 2nd, 1915, to Damage Parcel No. 150 in the Bear Swamp Road opening proceeding. Respectfully, NELSON P. LEWIS, Chief Engineer.

Mr. Banton Moore, representing Mr. Vincent Astor, the Hudson Trust Co. and others, appeared in opposition to the request.

The following was offered:

Whereas, The Board of Estimate and Apportionment on the 31st day of December, 1913, adopted a resolution requesting the Corporation Counsel to institute proceedings to acquire title, in fee wherever the same has not heretofore been acquired, for the use of the public, to the lands, tenements and hereditaments that shall or may be required for the purpose of opening and extending Bear Swamp Road, from West Farms Road to White Plains Road, subject to the easements of the New York, Westchester and Boston Railroad, and of the New York, New Haven and Hartford Railroad in the areas within the limits of their right-of-way, in the Borough of The Bronx, City of New York, and

Whereas, Commissioners of Estimate and Assessment have been appointed by the Supreme Court, in proceedings to acquire title to said street and the oaths of said Commissioners of Estimate and Assessment were duly filed as required by law on the 4th day of May, 1915;

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of the Greater New York Charter, as amended, directs that upon the 2d day of August, 1915, the title in fee to each and every piece or parcel of land lying within the lines of Damage Parcel No. 150 in the proceeding for acquiring title to Bear Swamp Road, from West Farms Road to White Plains Road, subject to railroad easements aforesaid, in the Borough of The Bronx, City of New York, so required, shall be vested in The City of New York.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Queens Boulevard, Borough of Queens—Vesting Title to Section Not Heretofore Acquired, Except Parcel 517 (Cal. No. 78).

The Secretary presented a communication dated May 11, 1915, submitted by Edward W. Murphy, transmitting a petition on behalf of property owners, requesting that title to the section of Queens Boulevard not heretofore vested in the City of New York be vested as soon as possible; and the following report of the Chief Engineer:

Report No. 14818. June 23, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Under date of May 11, 1915, Mr. Edward W. Murphy presented to the Board of Estimate and Apportionment a petition bearing a number of signatures asking for the vesting of title to that portion of Queens Boulevard in the Borough of Queens now in process of being acquired, to which title has not heretofore vested in the City.

The petitioners give four reasons why they believe this action should be taken.

1. That some of the property owners are assessed for other proceedings from which they cannot derive a benefit, and other owners can arrange for the alteration of buildings at a less expense during summer than at any other time of the year.

2. That there has been a marked increase in the value of land in the Elmhurst section since the vesting of title to certain portions of the street in this neighborhood, and that it is to the interest of the City that title should now vest rather than new testimony should be submitted to show enhanced values.

3. It is believed that the increased cost by way of interest would be considerably less than the increase in value due to the postponement of vesting of title.

4. The petitioners and other owners are anxious to improve their land along Queens Boulevard, in order that they may anticipate the benefit to be derived from the acquisition and improvement of this street, and thus be in a better position to pay the assessments for the opening and improvement when due.

When, in October, 1914, a report was submitted to the Board on a recommendation from the Acting President of the Borough of Queens that title to certain portions of Queens Boulevard be vested in the City, an attempt was made to determine what changes in property values had taken place along this street during the last few years. The only reliable evidence available was that of the records of the Tax Department, and in the report above referred to typical blocks in ten different localities were examined, with the result that in most instances there had been no change in assessed values for the three preceding years. There were, however, several localities where there was evidence of real estate activity, and the Board, as a result of a recommendation from the Chief Engineer, provided for vesting title in these particular localities.

I have discussed the present conditions along Queens Boulevard with Mr. Murphy, who presented the petition, and with others, and have been unable to see that the situation described in October last has materially changed. Title is now vested from the westerly end of the Boulevard to Grand Street and Broadway, and between Kelvin Street and Quentin Street. This limit is in old Newtown village, and it is quite probable that conditions prevailing to the east of Broadway and Grand Street are somewhat similar to those west of these streets. Just east of Grand Street is the property of the Presbyterian Church, the trustees of which have entered into an agreement to accept as their award for damages the cost of moving this church back to the new lines of the street, but so far as I have been able to discover there is no evidence of any other change in this part of the Boulevard. Mr. Murphy has particularly urged that title be vested for the first three blocks east of Grand Street which would not only include the property of the church above referred to, but that of a client of his, who is the owner of a number of greenhouses, some of which are taken in the proceeding, involving the removal of plants and bulbs which can only be safely moved at certain seasons of the year. He urges that title be vested from Grand Avenue and Broadway to the westerly side of Woodhaven Avenue, if the Board is unwilling to provide for such vesting for the entire remaining length of the street. It is probable that the result of so vesting title would include the portion of the street where there is most activity and where values are likely to advance. The distance is about 2,300 feet, while the portion of the street which would still remain uncovered by any vesting resolution would be nearly two and one-half miles in length.

I have informally conferred with the Bureau of Street Openings of the Law Department, and the opinion is expressed by them that the City would probably save money by vesting title without further delay in all of the remainder of the street where such vesting has not yet been provided for, the reason being that the necessity of taking new testimony as to increases in values would be avoided, while such testimony would probably result in an increase of the awards to a considerably greater extent than would be represented by the interest on awards from the date of vesting. Inasmuch as the City is paying one-half the total cost of the proceeding, any saving in the ultimate cost would be to the advantage of the City at large as well as to the property owners who are to be assessed.

I believe that the arguments which have been presented in favor of vesting title are good ones, and would therefore recommend that title to the land within the lines of Queens Boulevard between the westerly side of Broadway and Grand Street and the southeasterly side of Kelvin Street, prolonged southwestwardly to the southwesterly side of Queens Boulevard, and also between the southeasterly side of Quentin Street, prolonged northeastwardly to the northeasterly side of Queens Boulevard and Hillside Avenue, be vested in the City on August 2, 1915. If the Board does not favor the vesting of title for the entire portion of the street where it is not yet vested, I recommend that provision be made for such vesting of title between the westerly side of Broadway and Grand Street and the westerly side of Woodhaven Avenue prolonged northwardly. Respectfully,

NELSON P. LEWIS, Chief Engineer.

Mr. Edward W. Murphy appeared in support of the petition.

The following was offered:

Whereas, The Board of Estimate and Apportionment under resolutions adopted on October 19, 1911, and June 26, 1914, authorized a proceeding for acquiring title to Queens Boulevard, from Van Dam Street to Hillside Avenue, in the Borough of Queens, City of New York; and

Whereas, Commissioners of Estimate and Assessment have been appointed by the Supreme Court in proceedings to acquire title to said street, and the oaths of said Commissioners of Estimate and Assessment were duly filed as required by law on the 14th day of November, 1912;

Resolved, That the Board of Estimate and Apportionment, in pursuance of the provisions of the Greater New York Charter, as amended, directs that upon the 2d day of August, 1915, the title in fee to each and every piece or parcel of land lying within the lines of said Queens Boulevard between the westerly side of Broadway and Grand Street and the southeasterly side of Kelvin Street, prolonged southwestwardly to the southwesterly side of Queens Boulevard, and also between the southeasterly side of Quentin Street, prolonged northeastwardly to the northeasterly side of Queens Boulevard, and Hillside avenue, in the Borough of Queens, City of New York, so acquired, shall be vested in the City of New York; excepting, however, Damage Parcel 517 in the aforesaid proceeding.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn and Queens and the Acting President of the Borough of Richmond—15.

Negative—The President of the Borough of The Bronx—1.

Lambertville Avenue, from Sutphin Road to Merrick Road, Borough of Queens—Offer of Cession of Damage Parcel No. 121 in the Proceeding for Acquiring Title (Cal. No. 79).

The Secretary presented an application of Stephen H. Voris, dated May 29, 1915, offering to cede to the City, on behalf of his client, the Paragon Plaster Company, as owner, the parcel known as Damage Parcel No. 121 in the proceeding for acquiring title to Lambertville avenue, from Sutphin Road to Merrick Road, Borough of Queens; and the following report of the Chief Engineer:

Report No. 14817. July 14, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from Mr. Stephen H. Voris, bearing date of May 29, 1915, advising that his client, the Paragon Plaster Company, is the owner of the parcel designated as No. 121 on the damage map relating to the proceeding for acquiring title to Lambertville Avenue, between Sutphin Road and Merrick Road, Borough of Queens, and that he is willing to waive all claim for damages in connection with the opening proceeding now in progress if the City will agree to relay his sidewalk to the new grade of the street, to refrain from interfering with his front porch, to grant exemption from assessment under the opening proceeding as well as for grading the street, and make such alterations as are necessary in the existing steps in front of his building in order to provide suitable access.

The parcel on behalf of the owner of which this request is made, is located on the southerly side of Lambertville Avenue 110 feet east of Union Hall Street. It has a frontage of 20 feet and a depth of 100 feet. In connection with the opening proceeding which was authorized on May 1, 1913, and amended under resolutions adopted on December 4, 1913, and April 1, 1915, it is proposed to acquire a strip 7.5 feet wide for street purposes. The damage maps show that a stoop and steps encroach 0.2 feet upon the street lines. The proceeding through the greater portion of its length makes provision for increasing the width of an existing street from 60 feet to 75 feet, this being accomplished by taking 7.5 feet on each side. It would, therefore, appear that in so far as land damage is concerned the case now under consideration is of almost an identical character with all the others affected by the proceeding, while the damage to improvements is of probably much lesser extent than that which will be inflicted upon the majority of the owners of improved property fronting upon the street.

Although it would seem desirable to accept a deed from the owner of this property under reasonable conditions, I can see no occasion whatever for granting the exemption from assessment proposed or which would justify the City in carrying out the other conditions suggested.

I would, therefore, recommend that the application be denied.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby denies the petition, dated May 29, 1915, submitted by Stephen H. Voris on behalf of the Paragon Plaster Company, requesting certain improvements and exemption from assessment and offering in consideration thereof to waive all claims for damages in the proceeding authorized by said Board on May 1, 1913, December 4, 1913, and April 1, 1915, for acquiring title to Lambertville avenue (Pacific street and Packard avenue), from Sutphin road to Merrick road, subject to the easement of the Long Island Railroad Company for the operation of its railroad across this street, Borough of Queens.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Public Service Commission for the First District—Long Island Railroad Company—Elimination of Grade Crossings at Fresh Pond Road and Metropolitan Avenue, Borough of Queens (Cal. No. 80).

(On July 21, 1915 (Cal. No. 36), this matter was referred to the Chief Engineer for report.)

The Secretary presented a communication from the Public Service Commission for the First District, dated July 13, 1915, transmitting a resolution adopted by the Commission on July 9th requesting the Board of Estimate and Apportionment to authorize the Long Island Railroad Company to arrange with John W. Brunges for changes to be made in a building owned by him at the corner of Fresh Pond road and Metropolitan avenue, at an estimated cost of between $2,500 and $3,000, with a view to avoiding damages to property through changes in the grades of these streets in connection with grade crossing elimination work now in progress.

The Chief Engineer submits a memorandum stating that the Board has recently authorized the Public Service Commission to arrange with the Long Island Railroad Co. to adjust two buildings to the new grade of the street, but inasmuch as the case now presented differs in some important respects from those heretofore considered, the Corporation Counsel has been requested for advice as to the right of the Board to give the authority asked.

The matter was laid over until August 5, 1915, and the Secretary was directed to request the Corporation Counsel to submit an opinion to the Board by that time.

Bureau of Contract Supervision.

Board of Estimate and Apportionment—Report of Work Performed by Central Testing Laboratory During the Month of June, 1915 (Cal. No. 81).

The Secretary presented the following report of the Bureau of Contract Supervision, which was ordered printed in the minutes and filed:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Contract Supervision, July 23, 1915.

Board of Estimate and Apportionment:

Gentlemen—I submit herewith in tabulated form a report of the work performed under my direction by the Central Testing Laboratory, Bureau of Contract Supervision, Board of Estimate and Apportionment, during the month of June, 1915, together with a departmental summary.

There were submitted for analysis and examination during the month of June 521 samples of supplies and materials of construction, the majority of which were obtained by the regular corps of samplers attached to the Central Testing Laboratory.

Of the samples submitted for examination under specifications or standards, 52.2 per cent. complied with the specifications, while 47.8 per cent. failed to comply.

The routine examinations during the month are comprehensively given in the attached schedule.

The special and research work carried on during the month consisted of the following:

Armory Board.

Research completed on samples of waterproofing paint for concrete.

Bellevue and Allied Hospitals.

Tests of extra heavy iron pipe continued.

City Record, Board of.

Research completed on samples of bond paper.

Correction, Department of.

Study and examination of mattress wire continued.

Docks and Ferries, Department of.

Examination completed and reports made on samples of iron bolts and spikes.

Examination continued on samples of rope.

Research being continued on samples of limestone for the purpose of determining their adaptability in concrete structures exposed to sea water, also study on anti-corrosive and anti-fouling paints for ship-bottoms, in conjunction with exposure tests conducted by the Department of Docks and Ferries.

Estimate and Apportionment, Board of, Bureau of Contract Supervision.

Examination of samples of concrete, asbestos shingles and steel bars completed.

Secretary's Office.

Research on paper folders completed.

Bureau of Standards.

For the purpose of preparing adequate specifications for various articles of supplies, a research on samples of a number of different materials was carried on, and methods of tests are being prepared; specifications were also reviewed.

Research work completed and reports made on samples of roofing cement and mattress wire.

The following classes of research work were taken up or continued:

Absorbent and non-absorbent cotton, absorbent lint, spool and crochet cottons, flax, artificial leather, rubber hospital supplies, harness soap, sponges, steel surgical instruments, machine thread and window shade rollers.

Finance Department.

Research and metallographic study being continued for the purpose of determining the causes of season cracking of bronzes.

Examination completed and reports made on samples of cement and gasoline.

Fire Department.

Study and examination of fire-proofing materials, sewage, matches and inflammable liquids of all kinds.

Examination completed and reports made on samples of wrought iron bars, iron channel tires, tool steel and insulating tape, also absorbent gauze, bandage gauze, adhesize plaster and absorbent cotton.

Examination continued on samples of galvanized sheet iron, iron pipe, and also fire test on fireproof metal doors.

Parks, Department of.

Research completed on samples of vitrified brick.

Examination continued on samples of waterproofed cement and waterproofing compound.

Police Department.

Analyzing and furnishing expert testimony on samples of narcotics taken from prisoners in connection with the Boylan anti-drug law. Also chemical examinations of medicine, alcoholic beverages, poisons, alleged explosive, the furnishing of court testimony, and study of physiological problems in connection with criminal prosecutions.

Samples analyzed during the month of June are as follows:

Samples received	119
Samples on hand	None
Cases in various courts, defendants	128
Appearances in court as witnesses by chemists of our forensic staff	314

Special Squad No. 1, 5 narcotics; Special Squad No. 2, 3 narcotics; Special Squad No. 3, 57 narcotics; Special Squad No. 4, 7 narcotic; Detective Bureau, 9 narcotics, 1 emmenagogue; 1st Inspection District, 11 narcotics; 2d Inspection District, 7 narcotics; 3d Inspection District, 2 narcotics; 4th Inspection District, 5 narcotics; 5th Inspection District, 3 narcotics, 1 wine; 6th Inspection District, 5 narcotics; 7th Inspection District, 1 narcotic; 11th Inspection District, 3 narcotics; 13th Precinct, 2 narcotics; 22d Precinct, 2 narcotics; 29th Precinct, 1 narcotic; 39th Precinct, 2 narcotics; 154th Precinct, 1 narcotic; 159th Precinct, 1 narcotic; 160th Precinct, 2 narcotics; 161st Precinct, 1 narcotic; District Attorney, 1 narcotic; Fire Department, 1 explosive. Totals—Narcotics, 125; poison-medicine, 1; alcoholic beverages, 1; explosives, 1—128.

Department of Public Charities.

Examination completed and reports made on samples of pillows and tin.

Department of Street Cleaning.

Examination completed and report made on samples of brass swivel connections and rubber hose.

President, Borough of Manhattan.

Comparative tests continued on iron furnace slag for the purpose of determining its feasibility as a substitute for broken stone in concrete foundations.

Determination of comparative physical qualities of granite and blue-stone curbing being continued.

President, Borough of The Bronx.

Study on samples of asphaltic and tar road oils being continued.

President, Borough of Richmond.

Research being continued on samples of wood and granite paving blocks and on trap rock for macadamizing and concrete construction.

District Attorney, New York County.

Analyzing sample of narcotic and furnishing expert testimony in connection with same.

For your information, a synopsis of the coal register for the month of June, 1915, is also respectfuly enclosed, showing a total saving to the City of $5,346.79 during that month.

Respectfully, TILDEN ADAMSON, Director.

(Statement and Synopsis of Coal Register referred to are on file.)

Bureau of Franchises.

Broadway and Seventh Avenue Railroad Company (Cal. No. 82).

Approval by the Public Service Commission for the First District of the application of the Broadway and Seventh Avenue Railroad Company of a declaration of abandonment of its route on University Place from the north side of 14th Street to 8th Street, Borough of Manhattan.

At the meeting of July 21, 1915 (Cal. No. 33), a communication was received from the Public Service Commission for the First District transmitting certified copy of resolution adopted by said Commission directing a hearing on said application and the communication was referred to the Bureau of Franchises.

The Secretary presented the following:

Bureau of Franchises, July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of Board of Estimate and Apportionment:*

Sir—At the meeting of the Board held July 21, 1915, there was presented a communication from the Secretary of the Public Service Commission transmitting a certified copy of the resolution adopted by that Commission July 16, 1915, directing the holding of a hearing on August 4, 1915, upon the application of the Broadway and Seventh Avenue Railroad Company for the approval by the Commission of a declaration of abandonment of its route on University Place from the north side of 14th Street to 8th Street, in the Borough of Manhattan. This communication was referred to the Bureau of Franchises.

On January 5, 1911, the Attorney General of the State of New York brought an action in the name of the People of the State against the Broadway and Seventh Avenue Railroad Company to obtain the forfeiture of the abandoned franchises and tracks of that Company in the streets of the City and to this action The City of New York was made a party defendant. The complaint in the action asked for the forfeiture of the franchise for the horse car tracks, which is the subject of the present proceeding by the Company before the Public Service Commission, and, in addition, asked judgment with respect to the continuation of the said tracks north of 14th Street and along Union Square West to a connection with the electric underground tracks running north and south on Broadway.

In a report to the Corporation Counsel under date of March 28, 1911, this Bureau called attention to the fact that the said horse car tracks, from their connection with the electric underground tracks on Broadway at a point near 15th Street and Union Square West to University Place and along University Place to 8th Street, were used in the operation at that time of the 17th and 18th Streets Crosstown Line and that their abandonment would seriously interfere with the operation of the line, if it did not cause it to entirely cease. Subsequently the Attorney General, the Corporation Counsel and the Company came to an agreement with regard to the tracks which would be included in the judgment of forfeiture and this Bureau reported to the Board under date of June 14, 1911, regarding the same (Minutes, 1911, page 2657). It is to be noted that this report calls attention to the fact that University Place from Broadway to Clinton Place (8th Street), was not included in the agreement, and the subsequent judgment filed under date of September 9, 1911, did not include the same.

After the final completion of the Broadway and Seventh Avenue Company action, the Central Crosstown Railroad Company (which owned the tracks on 17th and 18th Streets east of Broadway) began proceedings for the legal abandonment of the same, and the Public Service Commission, under date of February 27, 1914, granted the petition of the Company. This resulted in the total cessation of operation of the 17th and 18th Streets line and the consequent abandonment of the use of the horse car tracks connecting with the electric underground tracks in Union Square West at or about 15th Street, south on Union Square West to University Place and thence south on University Place to 8th Street, which had been used in the operation of that line.

As the tracks on University place, which are the subject of the proceeding by the Broadway and Seventh Avenue Company before the Public Service Commission, are now totally abandoned so far as operation is concerned, and have been removed, as stated in the annual report of the Bureau for the year 1914, it is recommended that the Board instruct the Corporation Counsel to second the application of the Company in this respect. With regard to the remaining portion of this track, that is, the portion on Union Square West from 14th Street to a connection with the electric underground tracks on Broadway at or near 15th Street, it is recommended that this also be legally abandoned by the Corpany and that the Corporation Counsel be instructed to request the Public Service Commission to include the same in this proceeding. This portion of the route of the Broadway and Seventh Avenue Railroad Company has been abandoned to the same extent as that portion on University Place, between 14th and 8th Streets. Recently, however, the Company applied to the Commissioner of Water Supply and to the Borough President for permits to change the same to underground electric construction, presumably for the purpose of making a stub-end terminal at this point and switching back cars on the Broadway line. I am informed that the Commissioner of Water Supply advised the Company that no permit would be granted to it until it obtained the consent of the Public Service Commission to the change of motive power desired. It has never prosecuted the proceeding before the Public Service Commission looking to the granting of this consent, and, as I have been told, the papers on file in the office of the Commissioner of Water Supply have been filed and the proceeding considered closed. Under the circumstances, the tracks remain in their original condition and may be said to constitute a quasi-nuisance.

In addition, it is well known that Broadway at 14th Street and Union Square West are very congested localities. The establishment of a stub-end terminal at this point would probably result in the increase of this congestion to the detriment of the citizens of the City. It is a recognized principle that stub-end terminals should be avoided in congested districts, wherever it is possible to do so.

Under the circumstances, and in accordance with the policy of the City regarding abandoned tracks, I do not believe that the Company should be permitted to retain any title of whatever character to those horse car tracks in Union Square West north of 14th Street, and I believe that their legal abandonment should be brought about in the present proceeding.

In accordance with the above recommendations, I am enclosing herewith a form of resolution for adoption by the Board, instructing the Corporation Counsel to appear in this proceeding and to obtain, if possible, the legal abandonment of the horse car route and tracks on Union Square West from 14th Street to a point at or near 15th Street, as well as the route on University Place, included in the petition of the Company. Respectfully,

JOHN A. McCOLLUM, Acting Chief of Bureau.

The following resolution was offered:

Whereas, The Broadway and Seventh Avenue Railroad Company has made application to the Public Service Commission for the First District for the approval by the Commission of a declaration of abandonment of its route on University Place from the north side of 14th Street to 8th Street, Borough of Manhattan; and,

Whereas, notice of a hearing on said petition was presented to this Board at a meeting held July 21, 1915, and referred to the Bureau of Franchises; and,

Whereas, the Bureau of Franchises has this day reported to the Board recommending that the City second the application of the Company and that the Public Service Commission be requested to include in the said proceeding the abandonment of the route and horse car tracks of the Company on Union Square West from 14th Street to a connection with the underground electric railroad tracks on Broadway at or near 15th Street; and.

Whereas, this Board hereby adopts the recommendations of the Bureau of Franchises as its own; now, therefore, be it

Resolved, That the Corporation Counsel be and he is hereby requested to appear in this proceeding before the Public Service Commission and to do all in his power to obtain the legal abandonment of the franchises and horse car tracks of the Broadway and Seventh Avenue Railroad Company on University Place and Union Square West from 8th Street to the point where such horse car tracks connect with the electric railway tracks of the Company on Broadway at or near 15th Street; and be it further

Resolved, That a copy of the report of the Bureau of Franchises be forwarded to the Public Service Commission for its information.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The New York Central Railroad Company (Cal. No. 83).

Consent to continue to maintain and use two standard gauge railroad tracks connecting the premises of the New York Butchers' Dressed Meat Company in 11th Avenue, between 38th and 39th Streets, Borough of Manhattan, with the railroad.

This consent was granted by resolution adopted May 14, 1915 (Cal. No. 74), approved by the Acting Mayor May 15, 1915.

The Secretary presented the following:

Bureau of Franchises, July 21, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—By resolution adopted by the Board of Estimate and Apportionment May 14, 1915, approved by the Acting Mayor May 15, 1915, the New York Central Railroad Company was granted permission to continue to maintain and operate two existing standard gauge railroad tracks, one extending from a point on the main line tracks of said Company in 11th Avenue about 167 feet south of 39th Street, and runs thence in front of the property of the New York Butchers' Dressed Meat Company on the westerly side of 11th Avenue between 38th and 39th Streets, and the other extending from the main tracks of the Railroad Company in 11th Avenue at a point about 81 feet south of West 39th Street to and in front of the premises of the New York Butchers' Dressed Meat Company on the northerly side of said street.

Section 16 of the consent provides as follows:

"This consent shall be null and void unless said grantee shall duly execute an instrument in writing, wherein said grantee shall accept this consent and shall promise, covenant and agree to conform to, abide by and perform all the terms, conditions and requirements in this consent fixed and contained and file said instrument with the Board of Estimate and Apportioment of The City of New York within thirty (30) days after the approval of this consent by the Mayor; provided, however, that such time may be extended by the Board of Estimate and Apportionment.

"And said grantee shall promise, covenant and agree in said instrument to hold The City of New York harmless from all damages to persons or property which may result from the construction, use, maintenance or operation of the structure hereby authorized."

Under and pursuant to the above-quoted section, the grantee presented an agreement dated July 11, 1915. This agreement has been approved by the Corporation Counsel and is on file in this office. Certified copies of the approved resolution have been forwarded to the grantee and to the officials interested.

It is recommended that the papers be filed.

JOHN A. McCOLLUM, Acting Chief of Bureau.

Which was ordered filed.

Bureau of Standards.

Department of Education—Authority to Use Tentative Revised Coal Specifications in Contract (Cal. No. 84).

The Secretary presented the following report of the Committee on Standardization of Supplies, transmitting specifications for furnishing and delivering Anthracite Coal:

City of New York, Board of Estimate and Apportionment, Municipal Building, July 12, 1915.

The Committee on Standardization of Supplies, Board of Estimate and Apportionment, The City of New York:

Sirs—Request has been made by the Department of Education, through Mr. Patrick Jones, Superintendent of School Supplies, for permission of the Board of Estimate and Apportionment for the letting of a contract for approximately twenty-four thousand (24,000) tons of No. 3 buckwheat and semi-bituminous coal, under tentative standard specifications, prepared by the Bureau of Standards, instead of under existing standard specifications.

For three months past a special committee of representatives of the largest coal-using departments in the city has been working with the staff of the Bureau of Standards upon a complete revision of the existing standard specifications adopted by the Board of Estimate and Apportionment on January 12, 1911. The results of the work of this committee are contained in the tentative revised specifications for the purchase of coal, hereto attached, which have been sent out to City departments for criticism before being submitted to the Board of Estimate and Apportionment for adoption, to supersede the standard specifications now in use.

For the purpose of testing the working out of the new specifications in actual use I am of the opinion that the request of the Department of Education should be granted for permission to use the new tentative standard specifications in a contract for the purchase of No. 3 buckwheat and semi-bituminous coal not to exceed twenty-four thousand (24,000) tons, and recommend the adoption of the attached resolution.

Respectfully submitted, GEORGE TIRRELL, Director.

Approved for adoption:

JOHN PURROY MITCHEL, Mayor; WM. A. PRENDERGAST, Comptroller; RALPH FOLKS, Acting President, Borough of Manhattan; Committee on Standardization of Supplies.

THE CITY OF NEW YORK.

Specification for Furnishing and Delivering Anthracite Coal.

Definition of Anthracite.

The term "anthracite" wherever used in this specification shall mean anthracite coal mined in the anthracite districts of the State of Pennsylvania. No artificially prepared or briquetted coal shall be accepted.

Sizes of Coal.

Not less than ninety (90) per cent of all sizes of anthracite coal shall pass over the minimum screen, and not less than ninety (90) per cent of broken, egg, stove and chestnut sizes shall pass through the maximum screen given in the following table. Tests for sizes will be made with standard screens using the customary laboratory methods. Greater variation in the sizes of coal shall constitute cause for rejection:

Names of Sizes of Coal.	Shall Pass Through Square Mesh Screen of Clear Opening.	Shall Pass Over Square Mesh Screen of Clear Opening.
Broken	4¼ inches	2¾ inches
Egg	3 inches	2 inches
Stove	2½ inches	1¼ inches
Chestnut	1½ inches	¾ inch
Pea	¾ inch	½ inch
Buckwheat No. 1	½ inch	¼ inch
Buckwheat No. 2	¼ inch	3/16 inch
Buckwheat No. 3	3/16 inch	3/32 inch

Standard Analyses.

The quality of coal of the different sizes to be furnished shall conform or be superior to the coal described in the following standard analyses applying to such sizes:

Names of Sizes of Coal.	Moisture, Per Cent, as Delivered.	Ash, Per Cent, Dry Coal.	Volatile Combustible Matter, Per Cent, Dry Coal.	Volatile Sulphur, Per Cent, Dry Coal.	B. T. U.'s Per Pound, Dry Coal.
Broken	4	9	9	1.5	13,500
Egg	4	11	9	1.5	13,200
Stove	4	12	9	1.5	13,000
Chestnut	4	12	9	1.5	13,000
Pea	5	16	9	1.5	12,400
Buckwheat No. 3	6	16	9	1.5	12,400
Buckwheat No. 2	6	18	9	1.5	12,200
Buckwheat No. 1	6	18	9	1.5	12,200

Definition of Standard Analyses.

The standard analyses include the allowable percentage of moisture (in coal as delivered) and ash, volatile combustible matter, volatile sulphur and the required number of British Thermal Units which shall be contained in each size of the various kinds of coal (dry) to be furnished.

Methods of Sampling.

Samples shall be taken from all deliveries for which separate payment is to be made. The gross sample shall be taken by an authorized representative of the city and representatives of the comptroller or the vendor shall, if they so desire, be given facilities necessary to see such sample taken. When the gross sample from any delivery shall have been taken by the departmental samplers, it shall be placed in a moisture-proof securely locked receptacle, and the Central Testing Laboratory of the City of New York immediately notified. Upon being so notified, the laboratory samplers shall, when necessary, break up the gross sample, by passing the same through a crusher, to approximately pea size or smaller. The entire sample shall then be reduced by successive quarterings to a quantity not less than seven (7) pounds, which shall be used for laboratory tests. This laboratory sample shall be kept in a moisture-proof receptacle. In all cases the laboratory sample so secured shall be the official sample upon the results of the analysis of which all payments for coal delivered shall be based.

In the case of deliveries to the Department of Water Supply, Gas and Electricity the samples may be taken and the analyses made as herein specified by the official samplers and the laboratory of that department.

Deliveries exceeding 25 tons: Where deliveries are in amounts of more than twenty-five (25) tons, but not exceeding one hundred (100) tons, a gross sample of two hundred (200) pounds shall be taken; where deliveries are in excess of one hundred (100) tons, a sample of approximately one-tenth of one per cent of the quantity delivered shall be taken.

Deliveries of 25 tons or less: Where, as shown in the schedules, coal ordered requires partial deliveries in quantities of twenty-five (25) tons or less at any one point of delivery, but where such deliveries are taken from one point of loading and the aggregate of such deliveries shall exceed twenty-five (25) tons, a sample may be taken which shall fairly represent the coal so delivered, and payment shall be based upon an analysis of such sample.

Individual deliveries of coal in quantities of twenty-five (25) tons or less may be paid on the basis of the bid price per ton or unit, but any coal in such deliveries may at any time be subject to sampling and analysis, and, if found inferior to the requirements herein specified, may be rejected, or paid for after deductions have been made in the manner herein provided for deliveries of larger quantities.

Method of Analysis.

Laboratory samples, secured through successive quarterings of the gross samples as herein described, shall be analyzed as promptly as possible upon receipt at the testing laboratory. The percentage of moisture, ash, volatile combustible matter and volatile sulphur shall be determined by proximate analysis, and the heating value shall be determined by testing in an oxygen bomb calorimeter.

Check analysis: If the report giving the result of the original analysis calls for deductions to be made in the gross weight of the coal delivered because of a deficiency in heat units or an excess of ash, volatile combustible matter or volatile sulphur as compared with the standard called for herein, and, if the vendor questions the accuracy of the analysis of the sample taken from the coal delivered by him, he may, within a period of fifteen (15) days after the date of such report, request in writing the making of a second, or check, analysis of the remaining portion of the sample of coal previously analyzed. If, as a result of this check analysis, the aggregate deductions in gross weight exceed the deductions computed on the basis of the results of the original analysis, then the vendor who requested the check analysis shall be charged with the cost and expense of the same and the sum of ten dollars ($10) therefor shall be deducted by the city from a subsequent payment to be made the said vendor for coal to be delivered. The percentage of moisture determined in the original analysis shall be final notwithstanding the results that may be obtained in a check analysis of the remaining part of the same sample. All deductions, except for excess moisture, shall be based upon the results of the check analysis in cases where such check analysis is requested and made.

That portion of the laboratory sample not used in making the original analysis shall be preserved in careful and proper custody for a period of forty-five (45) days after the date of the report giving the result of the original analysis in case a check analysis is required.

Methods of Determining Weights of Deliveries.

The actual weight of coal delivered may be taken either at the point of delivery or at the point of loading, as follows:

Weighing at the point of delivery: Where provision is made by the city for weighing at the point of delivery, as shown in the schedules, coal shall be weighed at the said point on either stationary or portable scales which shall be furnished by the City. The weights in such cases shall be taken by an authorized representative of the City;

Stationary scales shall be located at the point of delivery when the use of such scales *is called for in the schedules;*

Portable scales shall be furnished by the City when the use of such scales *is called for in the schedules.* The vendor shall convey the said scales to and from the points designated in the schedules and shall maintain them in perfect condition during the time they are in his custody.

Weighing at the point of loading: Where provision for weighing at the point of delivery is not made by the City, coal shall be weighed, as shown in the schedules, at the point of loading. The weights in such cases shall be taken by, or in the presence of, an authorized represntative of the City;

Where, as shown in the schedules, coal ordered requires partial deliveries in quantities exceeding twenty-five (25) tons at any one point of delivery, or where, as shown in the schedules, coal ordered requires deliveries of twenty-five (25) tons or less from one point of loading, and where the aggregate quantities of such deliveries under one order shall exceed twenty-five (25) tons, the weights may be taken at the point of loading.

Carload deliveries: Where deliveries are made in carload lots, and when scales are not provided by the city, as stated in the schedules, the weights of the coal delivered shall be based upon the weights as stated in the duplicate bills of lading to be furnished to the city by the vendor for each carload delivered. The weights of coal thus received shall be subject to such checking as may be deemed advisable by the City.

Deliveries of 25 tons or less: Where, as stated in the schedules, individual deliveries are made in quantities of twenty-five (25) tons or less at any one point of delivery, or where individual deliveries of less than twenty-five (25) tons are made from one point of loading and the aggregate quantity of such deliveries under one order does not exceed twenty-five (25) tons, the vendor may be required to furnish a written statement of the amount of coal in pounds avoirdupois contained in each lot delivered, and on the completion of the order may also be required to furnish a written statement certifying to the total weight acually delivered.

Correction of Gross Weight of Deliveries.

The actual weight of coal delivered shall be subject to deductions as a result of analysis of samples taken from deliveries, as follows:

Correction for moisture: If the moisture present in the sample of coal taken from deliveries be in excess of the limits specified in the standard analysis for the particular kind and size of coal represented by the said sample, the gross weight of coal, determined in the manner herein prescribed, shall be corrected for the percentage in excess of the allowed limit by an amount directly in proportion to such excess percentage of moisture. For example, if broken coal as delivered contains seven (7) per cent of moisture, being three (3) per cent in excess of the amount specified herein, a deduction of three (3) per cent of the gross weight of such delivery shall be made.

Correction for Ash—The gross weight of coal, after the correction for excess moisture, shall be reduced as follows:

For each one per cent of ash in the broken size in excess of the standard of nine (9) per cent and up to and including eleven (11) per cent the gross weight of coal shall be reduced at the rate of one per cent, and for each one per cent of ash in excess of eleven (11) per cent the gross weight of coal shall be reduced at the rate of two (2) per cent;

For each one per cent of ash in the egg size in excess of the standard of eleven (11) per cent and up to and including thirteen (13) per cent the gross weight of coal shall be reduced at the rate of one (1) per cent, and for each one per cent of ash in excess of thirteen (13) per cent the gross weight of coal shall be reduced at the rate of two (2) per cent;

For each one per cent of ash in stove and chestnut sizes in excess of the standard of twelve (12) per cent and up to and including fourteen (14) per cent the gross weight of coal shall be reduced at the rate of one per cent, and for each one per cent of ash in excess of fourteen (14) per cent the gross weight of coal shall be reduced at the rate of two (2) per cent;

For each one per cent of ash in the pea and Buckwheat No. 3 sizes in excess of the standard of sixteen (16) per cent and up to and including eighteen (18) per cent the gross weight of coal shall be reduced at the rate of one (1) per cent, and for each one per cent of ash in excess of eighteen (18) per cent the gross weight of coal shall be reduced at the rate of two (2) per cent;

For each one per cent of ash in Buckwheat No. 1 and Buckwheat No. 2 sizes in excess of the standard of eighteen (18) per cent and up to and including twenty (20) per cent the gross weight of coal shall be reduced at the rate of one (1) per cent, and for each one per cent of ash in excess of twenty (20) per cent the gross weight of coal shall be reduced at the rate of two (2) per cent.

Reductions in the gross weight of coal for excess ash above the standard of nine (9) per cent for broken size up to and including eleven (11) per cent, in excess of the standard of eleven (11) per cent for egg size up to and including thirteen (13) per cent, in excess of the standard of twelve (12) per cent for stove and chestnut sizes up to and including fourteen (14) per cent, in excess of the standard of sixteen (16) per cent for pea and Buckwheat No. 3 sizes up to and including eighteen (18) per cent and in excess of the standard of eighteen (18) per cent for Buckwheat No. 1 and Buckwheat No. 2 sizes up to and including twenty (20) per cent in deliveries, shall be offset by remitting such reductions made on the one per

cent basis at the rate of one per cent for each one per cent on the amount of coal in other deliveries under the same contract at the same unit price which contains ash below the standards of nine (9) per cent for broken size, eleven (11) per cent for egg size, twelve (12) per cent for stove and chestnut sizes, sixteen (16) per cent for pea and Buckwheat No. 3 sizes and eighteen (18) per cent for Buckwheat No. 1 and Buckwheat No. 2 sizes. No deductions made on the two (2) per cent basis shall be remitted. The percentages of ash shall be computed to the nearest tenth of a per cent. All such remissions of reductions in the gross weight of coal shall be made upon the final payments under contracts for coal delivered.

Correction for Excess Volatile Combustible Matter—The gross weight of coal, after correction for excess moisture, shall be reduced at the rate of two (2) per cent for each one (1) per cent of volatile combustible matter present in excess of the standard specified herein for the particular kind and size of coal delivered. The percentage of volatile combustible matter shall be computed to the nearest tenth of a per cent.

Correction for Excess Volatile Sulphur—The gross weight of coal, after correction for excess moisture, shall be reduced at the rate of five (5) per cent for each one (1) per cent of volatile sulphur present in excess of the standard specified herein for the particular kind and size of coal delivered. The percentage of sulphur shall be computed to the nearest tenth of a per cent.

Correction for Deficiency in British Thermal Units per Pound—The gross weight of coal, after correction for excess moisture, shall be reduced as follows:

For each one hundred (100) British Thermal Units in broken size below the standard of 13,500 British Thermal Units per pound of dry coal and down to and including 13,200, the gross weight of coal shall be reduced at the rate of one per cent, and for each one hundred (100) British Thermal Units below 13,200 the gross weight of coal shall be reduced at the rate of two (2) per cent;

For each one hundred (100) British Thermal Units in egg size below the standard of 13,200 and down to and including 12,900, the gross weight of coal shall be reduced at the rate of one per cent, and for each one hundred (100) British Thermal Units below 12,900 the gross weight of coal shall be reduced at the rate of two (2) per cent;

For each one hundred (100) British Thermal Units in stove and chestnut sizes below the standard of 13,000 and down to and including 12,700 the gross weight of coal shall be reduced at the rate of one per cent, and for each one hundred (100) British Thermal Units below 12,700 the gross weight of coal shall be reduced at the rate of two (2) per cent:

For each one hundred (100) British Thermal Units in pea and Buckwheat No. 3 sizes below the standard of 12,400 and down to and including 12,100 the gross weight of coal shall be reduced at the rate of one per cent, and for each one hundred (100) British Thermal Units below 12,100 the gross weight of coal shall be reduced at the rate of two (2) per cent;

For each one hundred (100) British Thermal Units in Buckwheat No. 1 and Buckwheat No. 2 sizes below the standard of 12,200 and down to and including 11,900 the gross weight of coal shall be reduced at the rate of one per cent, and for each one hundred (100) British Thermal Units below 11,900 the gross weight of coal shall be reduced at the rate of two (2) per cent.

Reductions in the gross weight of coal for deficiencies in British Thermal Units below the standard of 13,500 for broken size down to and including 13,200, below the standard of 13,200 for egg size down to and including 12,900, below the standard of 13,000 for stove and chestnut sizes down to and including 12,700, below the standard of 12,400 for pea and Buckwheat No. 3 sizes down to and including 12,100 and below the standard of 12,200 for Buckwheat No. 1 and Buckwheat No. 2 sizes down to and including 11,900 in deliveries, shall be offset by remitting such reductions made on the one per cent basis at the rate of one per cent for each one hundred (100) British Thermal Units that coal in other deliveries under the same contract at the same unit price contains British Thermal Units in excess of the standards of 13,500 for broken size, 13,200 for egg size, 13,000 for stove and chestnut sizes, 12,400 for pea and Buckwheat No. 3 sizes and 12,200 for Buckwheat No. 1 and Buckwheat No. 2 sizes. No deductions made on the two (2) per cent basis shall be remitted. The deductions in British Thermal Units shall be computed to the nearest fifty (50) units. All such remissions of reductions in the gross weight of coal shall be made upon the final payments under contracts for coal delivered.

Aggregate reductions in gross weight: After the correction for excess moisture shall have been made as herein specified, all percentage in reductions as herein described to be made on account of a deficient number of British Thermal Units per pound, and all percentage in excesses of ash, volatile combustible matter and volatile sulphur, shall be aggregated and totalized, and shall be deducted as a whole, and each payment shall be made only for the balance of the gross weight of coal delivered at the price bid per unit, except that, before the final payment is made under a contract, deductions in the gross weight of deliveries of one per cent. made for defiiciencies in British Thermal Units as herein described, shall be offset by remitting such deductions at the rate of one per cent. for each one hundred (100) British Thermal Units that coal in other deliveries under the same contract at the same unit price exceeds the standard given herein, and that deductions in the gross weight of deliveries of one per cent. for excess of ash as herein described, shall be offset by remitting such deductions at the rate of one per cent for each one per cent that the amount of coal in other deliveries under the same contract at the same unit price contains ash below the standard given herein. The total offsetting tonnage shall never exceed the tonnage deductions on the one per cent basis for ash and British Thermal Units, nor shall offsetting tonnage on coal at one unit price be remitted from reductions on coal at a different unit price. Deductions made for excess moisture, volatile combustible matter and volatile sulphur shall not be remitted.

Determinations of Weight of to Be Paid For.

Determinations of the weight of coal actually to be paid for shall be made as follows:

From the weight of coal in each delivery deductions shall be made in the manner set forth herein for deficiency in British Thermal Units per pound and for excess in the percentage of moisture, ash volatile combustible matter and volatile sulphur as determined by analysis of samples taken from deliveries and compared with the standard coal analysis contained herein for each of the several kinds and sizes of coal to be delivered.

Coal delivered which contains a percentage of ash, volatile combustible matter and volatile sulphur lower than, and British Thermal Units per pound in excess of, the standard established by the analysis herein contained for each kind and size of coal, shall be deemed to be equal to the standard for the particular kind and size of coal delivered, and shall be paid for on the basis of the standard allowed herein, except that:

After the last delivery and before the final payment is made under a contract for coal delivered, reductions in the gross weight of deliveries of one per cent made for defiiciencies in British Thermals Units as herein described, shall be offset by remitting such reductions at the rate of one per cent for each one hundred (100) British Thermal Units that coal in other deliveries under the same contract at the same unit price exceeds the standard given herein, and that reductions in the gross weight of deliveries of one per cent for excess of ash as herein described, shall be offset by remitting such reductions at the rate of one per cent for each one per cent that the amount of coal in other deliveries under the same contract at the same unit price contains ash below the standard given herein.

City May Reject Before Delivery.

If the head of the contracting department has reason to believe that any proposed delivery may prove unsatisfactory in regard to clinker, contain an excessive percentage of small sized coal or dust, or fall sufficiently below the standard called for herein to make its use unprofitable to the city, he shall have made before delivery such inspection or laboratory test as he may deem necessary, and, if as a result of such inspection or test he shall condemn the coal, the proposed delivery may be prohibited and coal which is satisfactory and in accordance with the specifications shall be furnished and delivered instead.

Excess Clinker Cause for Condemnation of Deliveries.

All coal delivered, in addition to conforming to the standard analysis and other requirements herein contained, shall be required to show, after a test of reasonable duration, that it does not produce excessive clinker. When in the opinion of the head of the contracting department or his designated representative, coal delivered from any one mine or group of mines shows in actual use that it produces excesive clinker, its future delivery from such mine or mines shall, on notification in writing from the head of the contracting depatrment or his designated representative, be discontinued and other suitable coal delivered.

Demurrage.

Claims for demurrage shall be allowed only where delay is caused by the inability of the city to receive the coal after it has been ordered, and then only at the actual cost to the vendor as shown by proper documentary evidence. In cases where it is deemed necessary to make, before delivery, an inspection or laboratory test of coal proposed to be delivered, and as a result of such inspection or laboratory test the coal is condemned any demurrage or other expense caused by delay incidental to such inspection or laboratory test shall be paid by the vendor.

Bidding Units.

Bids for coal as delivered, shall be based upon a price per gross ton of 2,240 pounds avoirdupois, or on a unit of 1,000 pounds avoirdupois, at the discretion of the contracting department.

The total amount of any bid shall be determined by multiplying the price bid per unit specified for each class of coal to be delivered, by the total weight of each class called for. In certain cases it may be desirable to purchase on the basis of the lowest price for coal delivered to certain points of delivery, or on the basis of the total amount bid for each class of coal, as for example, for egg, stove, buckwheat, etc. This is a matter, however, that is left to the discretion of contracting departments.

Bid Price Shall Include All Charges.

The price bid for coal shall include all charges for furnishing and delivering and for storing and trimming, where stated in the schedule, at such points as may be designated in the schedule, and at such time and in such quantites as may be ordered in writing by the head of the contracting department, or proper person designated by him to issue such orders. The vendor shall give all necessary assistance for the purpose of securing the samples of coal required.

The vendor shall be held responsible for the delivery of the full weight of coal ordered until it is stored and trimmed, where stated in the schedule, at the point of delivery.

Bill of Lading Weights.

Whenever requested by the head of the contracting department or his representative so to do, the vendor shall furnish copies of the original bills of lading giving the weight of coal consigned and the date or dates of shipment, together with the name or names of the mines from which such shipments of coal were taken.

Schedule Information.

The amounts of coal required, the sizes and qualities thereof, and the points of delivery, shall be set forth in the schedule which forms a part of this specification.

Form of Schedules.

The accompanying blank form of schedule shall be used in making bids for supplying coal. Methods of determining weights of deliveries shall be *as called for in the schedules*, the following letters being used to indicate the method:

A—On fixed scales at the point of delivery.
B—On portable scales placed at point of delivery by vendor.
C—Weighed at the point of loading.
D—Carload deliveries, bill of lading weights.
E—Weight certified by vendor.

SPECIFICATION FOR FURNISHING AND DELIVERING SEMI-BITUMINOUS COAL.

Definition of Semi-Bituminous.

The term "semi-bituminous" wherever used in this specification shall be accepted in its usual commercial meaning.

Sizes of Semi-Bituminous Coal.

Semi-bituminous coal must conform as closely as possible to the following sizes:

Names of Sizes of Coal.	Shall Pass Through Bars Separated.	Shall Pass Over Bars Separated.
Run of mine	(coal as it comes from the mine unscreened)	
Lump	.....	1¼ inches
Chestnut	1¼ inches	¾ inch
Slack	¾ inch	.....

Standard Analyses, Semi-Bituminous Coal.

The quality of coal of the different sizes to be furnished shall conform or be superior to the coal described in the following standard analyses applying to such sixes:

Names of Sizes of Coal.	Moisture, Per Cent, as Delivered.	Ash, Per Cent, Dry Coal.	Volatile Combustible Matter, Per Cent, Dry Coal.	Volatile Sulphur, Per Cent, Dry Coal.	B. T. U.'s Per Pound, Dry Coal.
Run of mine	3	9	25	2.00	14,000
Lump	3	9	25	2.00	14,000
Chestnut	3	9	25	2.00	14,000
Slack	3	11	25	2.00	13,600

Definition of Standard Analyses.

The standard analyses include the allowable percentage of moisture (in coal as delivered) and ash, volatile combustible matter, volatile sulphur and the required number of British Thermal Units which shall be contained in each size of the various kinds of coal (dry) to be furnished.

Methods of Sampling.

Samples shall be taken from all deliveries for which separate payment is to be made. The gross sample shall be taken by an authorized representative of the city and representatives of the comtproller or vendor shall, if they so desire, be given facilities necessary to see such sample taken. When the gross sample from any delivery shall have been taken by the departmental samplers, it shall be placed in a moisture-proof, securely locked receptacle, and the Central Testing Laboratory of the City of New York immediately notified. Upon being so notified, the laboratory samplers shall, when necessary, break up the gross sample, by passing the same through a crusher, to approximately pea size or smaller. The entire sample shall then be reduced by successive quarterings to a quantity not less than seven (7) pounds which shall be used for laboratory tests. This laboratory sample shall be kept in a moisture-proof receptacle. In all cases the laboratory sample so secured shall be the official sample upon the results of the analyses of which all payments for coal delivered shall be based.

In the case of deliveries to the Department of Water Supply, Gas and Electricity the samples may be taken and the analyses made as herein specified by the official samplers and the laboratory of that department.

Deliveries Exceeding 25 Tons—Where deliveries are in amounts of more than twenty-five (25) tons, but not exceeding one hundred (100) tons, a gross sample of two hundred (200) pounds shall be taken; where deliveries are in excess of one hundred (100) tons, a sample of approximately one-tenth of one per cent. of the quantity delivered shall be taken.

Deliveries of 25 Tons or Less—Where, as shown in the schedules, coal ordered requires partial deliveries in quantities of twenty-five (25) tons or less at any one point of delivery, but where such deliveries are taken from one point of loading and the aggregate of such deliveries shall exceed twenty-five (25) tons, a sample may be taken which shall fairly represent the coal so delivered, and payment shall be based upon an analysis of such sample.

Individual deliveries of coal in quantities of twenty-five (25) tons or less may be paid for on the basis of the bid price per ton or unit, but any coal in such deliveries may at any time be subject to sampling and analysis, and, if found inferior to the requirements herein specified, may be rejected, or paid for after deductions have been made in the manner herein provided for deliveries of larger quantities.

Method of Analysis.

Laboratory samples, secured through successive quarterings of the gross samples as herein described, shall be analyzed as promptly as possible upon receipt at the testing laboratory. The percentage of moisture, ash, volatile combustible matter and volatile sulphur shall be determined by proximate analysis, and the heating value shall be determined by testing in an oxygen bomb calorimeter.

Check Analysis—If the report giving the result of the original analysis calls for deductions to be made in the gross weight of the coal delivered because of a deficiency in heat units or an excess of ash, volatile combustible matter or volatile sulphur as compared with the standard called for herein, and, if the vendor questions the accuracy

of the analysis of the sample taken from the coal delivered by him, he may, within a period of fifteen (15) days after the date of such report, request in writing the making of a second, or check, analysis of the remaining portion of the sample of coal previously analyzed. If, as a result of this check analysis, the aggregate deductions in gross weight exceed the deductions computed on the basis of the results of the original analysis, then the vendor who requested the check analysis shall be charged with the cost and expenses of the same and the sum of ten dollars ($10) therefor shall be deducted by the city from a subsequent payment to be made the said vendor for coal to be delivered. The percentage of moisture determined in the original analysis shall be final notwithstanding the results that may be obtained in a check analysis of the remaining part of the same sample. All deductions, except for excess moisture, shall be based upon the results of the check analysis in cases where such check analysis is requested and made.

That portion of the laboratory sample not used in making the original analysis shall be preserved in careful and proper custody for a period of forty-five (45) days after the date of the report giving the result of the original analysis in case a check analysis is required.

Methods of Determining Weights of Deliveries.

The actual weight of coal delivered may be taken either at the point of delivery or at the point of loading, as follows:

Weighing at the point of delivery: Where provision is made by the City for weighing at the point of delivery, as shown in the schedules, coal shall be weighed at the said point on either stationary or portable scales which shall be furnished by the City. The weights in such cases shall be taken by an authorized representative of the City;

Stationary scales shall be located at the point of delivery when the use of such scales *is called for in the schedules;*

Portable scales shall be furnished by the City when the use of such scales *is called for in the schedules.* The vendor shall convey the said scales to and from the points designated in the schedules and shall maintain them in perfect condition during the time they are in his custody.

Weighing at the point of loading: Where provision for weighing at the point of delivery is not made by the City, coal shall be weighed, as shown in the schedules, at the point of loading. The weights in such cases shall be taken by or in the presence of an authorized representative of the City;

Where, as shown in the schedules, coal ordered requires partial deliveries in quantities exceeding twenty-five (25) tons at any one point of delivery, or where, as shown in the schedules, coal ordered requires deliveries of twenty-five (25) tons or less from one point of loading, and where the aggregate quantities of such deliveries under one order shall exceed twenty-five (25) tons, the weights may be taken at the point of loading.

Carload deliveries: Where deliveries are made in carload lots, and when scales are not provided by the City, as stated in the schedules, the weights of the coal delivered shall be based upon the weights as stated in the duplicate bills of lading to be furnished to the City by the vendor for each carload delivered. The weights of coal thus received shall be subject to such checking as may be deemed advisable by the City.

Deliveries of 25 tons or less: Where, as stated in the schedules, individual deliveries are made in quantities of twenty-five (25) tons or less at any one point of delivery, or where individual deliveries of less than twenty-five (25) tons are made from one point of loading and the aggregate quantity of such deliveries under one order does not exceed twenty-five (25) tons, the vendor may be required to furnish a written statement of the amount of coal in pounds avoirdupois contained in each lot delivered, and on the completion of the order may also be required to furnish a written statement certifying to the total weight actually delivered.

Correction of Gross Weight of Deliveries.

The actual weight of coal delivered shall be subject to deductions as a result of analyses of samples taken from deliveries, as follows:

Correction for moisture: If the moisture present in the sample of coal taken from deliveries be in excess of the limits specified in the standard analysis for the particular kind and size of coal represented by the said sample, the gross weight of coal, determined in the manner herein prescribed, shall be corrected for the percentage in excess of the allowed limit by an amount directly in proportion to such excess percentage of moisture. For example, if run of mine delivered contains seven (7) per cent. of moisture, being four (4) per cent. in excess of the amount specified herein, a deduction of four (4) per cent. of the gross weight of such delivery shall be made.

Correction for ash: The gross weight of coal, after the correction for excess moisture, shall be reduced as follows:

For each one per cent. or ash in run of mine, lump and chestnut sizes in excess of the standard of nine (9) per cent. and up to and including twelve (12) per cent. the gross weight of coal shall be reduced at the rate of one per cent., and for each one per cent. of ash in excess of twelve (12) per cent. the gross weight of coal shall be reduced at the rate of two (2) per cent. For each one per cent. of ash in slack size in excess of the standard of eleven (11) per cent. and up to and including thirteen (13) per cent. the gross weight of coal shall be reduced at the rate of one per cent., and for each one per cent. of ash in excess of thirteen (13) per cent. the gross weight of coal shall be reduced at the rate of two (2) per cent.

Reductions in the gross weight of coal for excess ash above the standard of nine (9) per cent for run of mine, lump and chestnut sizes up to and including twelve (12) per cent and in excess of the standard of eleven (11) per cent for slack size up to and including thirteen (13) per cent in deliveries, shall be offset by remitting such reductions made on the one per cent basis at the rate of one per cent for each one per cent on the amount of coal in other deliveries under the same contract at the same unit price which contains ash below the standard of nine (9) per cent for run of mine, lump and chestnut sizes and below eleven (11) per cent for slack size. No deductions made on the two (2) per cent basis shall be remitted. The percentages of ash shall be computed to the nearest tenth of a per cent. All such remissions of reductions in the gross weight of coal shall be made upon the final payments under contracts for coal delivered.

Correction for excess volatile matter: The gross weight of coal, after correction for excess moisture, shall be reduced at the rate of two (2) per cent for each one (1) per cent of volatile combustible matter present in excess of the standard specified herein for the particular kind and size of coal delivered. The percentage of volatile combustible matter shall be computed to the nearest tenth of a per cent.

Correction for excess volatile sulphur: The gross weight of coal, after correction for excess moisture, shall be reduced at the rate of five (5) per cent for each one (1) per cent of volatile sulphur present in excess of the standard specified herein for the particular kind and size of coal delivered. The percentage of sulphur shall be computed to the nearest tenth of a per cent.

Correction for deficiency in British Thermal Units per pound: The gross weight of coal, after correction for excess moisture, shall be reduced as follows:

For each one hundred (100) British Thermal Units in run of mine, lump and chestnut sizes below the standard of 14,000 British Thermal Units per pound of dry coal and down to and including 13,500 the gross weight of coal shall be reduced at the rate of one per cent, and for each one hundred (100) British Thermal Units below 13,500 the gross weight of coal shall be reduced at the rate of two (2) per cent. For each one hundred (100) British Thermal Units in slack size below the standard of 13,600 and down to and including 13,300 the gross weight of coal shall be reduced at the rate of one per cent, and for each one hundred (100) British Thermal Units below 13,300 the gross weight of coal shall be reduced at the rate of two (2) per cent.

Reductions in the gross weight of coal for deficiency in British Thermal Units below the standard of 14,000 for run of mine, lump and chestnut sizes down to and including 13,500 and below the standard of 13,600 for slack size down to and including 13,300 in deliveries, shall be offset by remitting such reductions made on the one per cent basis at the rate of one per cent for each one hundred (100) British Thermal Units that coal in other deliveries under the same contract at the same unit price contains British Thermal Units in excess of the standard of 14,000 for run of mine, lump and chestnut sizes and in excess of the standard of 13,600 for slack size. No deductions made on the two (2) per cent basis shall be remitted. The deductions for deficiencies in British Thermal Units shall be computed to the nearest fifty (50) units. All such remissions of reductions in the gross weight of coal shall be made upon the final payments under contracts for coal delivered.

Aggregate reductions in gross weight: After the correction for excess moisture shall have been made as herein specified, all percentage in reductions as herein described to be made on account of a deficient number of British Thermal Units per pound, and all percentage in excesses of ash, volatile combustible matter and volatile sulphur, shall be aggregated and totalized, and shall be deducted as a whole, and each payment shall be made only for the balance of the gross weight of coal delivered at the price bid per unit, except that, before the final payment is made under a contract, deductions in the gross weight of deliveries of one per cent made for deficiency in British Thermal Units as herein described, shall be offset by remitting such deductions at the rate of one per cent for each one hundred (100) British Thermal Units that coal in other deliveries under the same contract at the same unit price exceeds the standard given herein, and that deductions in the gross weight of deliveries of one per cent for excess of ash as herein described, shall be offset by remitting such deductions at the rate of one per cent for each one per cent that the amount of coal in other deliveries under the same contract at the same unit price contains ash below the standard given herein. The total offsetting tonnage shall never exceed the tonnage deductions on the one per cent. basis for ash and British Thermal Units, nor shall offsetting tonnage on coal at one unit price be remitted from reductions on coal at a different unit price. Deductions made for excess moisture, volatile combustible matter and volatile sulphur shall not be remitted.

Determination of Weights to be Paid For.

Determination of the weights of coal actually to be paid for shall be made as follows:

From the weight of coal in each delivery deductions shall be made in the manner set forth herein for deficiency in British Thermal Units per pound and for excess in the percentage of moisture, ash, volatile combustible matter and volatile sulphur as determined by analysis of samples taken from deliveries and compared with the standard coal analysis contained herein for each of the several kinds and sizes of coal to be delievered.

Coal delivered, which contains a percentage of ash, volatile combustible matter and volatile sulphur lower than, and British Thermal Units per pound in excess of, the standard established by the analysis herein contained for each kind and size of coal, shall be deemed to be equal to the standard for the particular kind and size of coal delivered, and shall be paid for on the basis of the standard allowed herein, except that:

After the last delivery and before the final payment is made under a contract for coal delivered, reductions in the gross weight of deliveries of one per cent. made for deficiency in British Thermal Units as herein described, shall be offset by remitting such reductions at the rate of one per cent. for each one hundred (100) British Thermal Units that coal in other deliveries under the same contract at the same unit price exceeds the standard given herein, and that reductions in the gross weight of deliveries of one per cent. for excess of ash as herein described, shall be offset by remitting such reductions at the rate of one per cent. for each one per cent. that the amount of coal in other deliveries under the same contract at the same unit price contains ash below the standard given herein.

City May Reject Before Delivery.

If the head of the contracting department has reason to believe that any proposed delivery may prove unsatisfactory in regard to clinker, contain an excessive percentage of small sized coal or dust, or fall sufficiently below the standard called for herein to make its use unprofitable to the city, he shall have made before delivery such inspection or laboratory test as he may deem necessary, and, if as a result of such inspection or test he shall condemn the coal, the proposed delivery may be prohibited and coal which is satisfactory and in accordance with the specifications shall be furnished and delivered instead.

Excess Clinker Cause for Condemnation of Deliveries.

All coal delivered, in addition to conforming to the standard analysis and other requirements herein contained, shall be required to show, after a test of reasonable duration, that it does not produce excessive clinker. When, in the opinion of the head of the contracting department or his designated representative, coal delivered from any one mine or group of mines shows in actual use that it produces excessive clinker, its future delivery from such mine or mines shall, on notification in writing from the head of the contracting department or his designated representative, be discontinued and other suitable coal delivered.

Demurrage.

Claims for demurrage shall be allowed only where delay is caused by the inability of the city to receive the coal after it has been ordered, and then only at the actual cost to the vendor as shown by proper documentary evidence. In cases where it is deemed necessary to make, before delivery, an inspection or laboratory test of coal proposed to be delivered, and as a result of such inspection or laboratory test the coal is condemned any demurrage or other expense caused by delay incidental to such inspection or laboratory test shall be paid by the vendor.

Bidding Units.

Bids for coal, as delivered, shall be based upon a price per gross ton of 2,240 pounds avoirdupois, or on a unit of 1,000 pounds avoirdupois, at the discretion of the contracting department.

The total amount of any bid shall be determined by multiplying the price bid per unit specified for each class of coal to be delivered by the total weight of each class called for. In certain cases it may be desirable to purchase on the basis of the lowest price for coal delivered to certain points of delivery, or on the basis of the total amount bid for each class of coal, as for example, for run of mine, lump and chestnut sizes. This is a matter, however, that is left to the discretion of contracting departments.

Bid Price Shall Include All Charges.

The price bid for coal shall include all charges for furnishing and delivering and for storing and trimming, where stated in the schedule, at such points as may be designated in the schedule, and at such time and in such quantities as may be ordered in writing by the head of the contracting department, or proper person designated by him to issue such orders. The vendor shall give all necessary asistance for the purpose of securing the samples of coal required.

The vendor shall be held responsible for the delivery of the full weight of coal ordered until it is stored and trimmed, where stated in the schedule, at the point of delivery.

Bill of Lading Weights.

Whenever requested by the head of the contracting department or his representative so to do, the vendor shall furnish copies of the original bills of lading giving the weight of coal consigned and the date or dates of shipment, together with the name or names of the mines from which such shipments of coal were taken.

Schedule Information.

The amounts of coal required, the sizes and qualities therof, and the points of delivery, shall be set forth in the schedule which forms a part of this specification.

Form of Schedules.

The accompanying blank form of schedule shall be used in making bids for supplying coal. Methods of determining weights of deliveries shall be *as called for in the schedules,* the following letters being used to indicate the method:

A—On fixed scales at the point of delivery.
B—On portable scales placed at point of delivery by vendor.
C—Weighed at the point of loading.
D—Carload deliveries—bill of lading weights.
E—Weight certified by vendor.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby authorizes the use of tentative standard specifications—serial number 16C-1 and 16C-3—instead of the existing standard specifications of the same serial numbers by the Department of Education in a contract to be let for the purchase of No. 3 buckwheat and semi-bituminous coal, not to exceed twenty-four thousand (24,000) tons for both kinds of coal.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

President, Borough of Queens—Issues of Special Revenue Bonds; Modification of Schedules (Cal. No. 85).

The Secretary presented a report of the Director of the Bureau of Standards returning, for filing, two resolutions of the Board of Aldermen, as follows:

(1) Adopted January 26, 1915, requesting an issue of $270 special revenue bonds for the purpose of paying the salaries of Attendants during the year 1915, under the jurdisdiction of the President of the Borough of Queens:

(2) Adopted June 22, 1915, requesting an issue of $970 special revenue bonds for the purpose of paying the wages of two Attendants at $2.50 per diem from July 8th

to December 31, 1915, employed on Interior Bath at Long Island City, under the jurisdiction of the President of the Borough of Queens.

The Borough President has consented to the modification of wage schedule No. 670 to provide for the purposes of these two requests.

(On February 19, 1915 (Cal. No. 138), the resolution of the Board of Aldermen, adopted January 26, 1915, was referred to the Comptroller, and on July 7, 1915, the resolution adopted June 22, 1915, was transmitted to the Bureau of Standards.)

The papers were ordered filed and the Secretary was directed to notify the Board of Aldermen.

LOCAL IMPROVEMENTS.

Preliminary Authorization.

Borough of Brooklyn.

East 8th Street, from Avenue L to Avenue M, Borough of Brooklyn—Sewer (Cal. No. 86).

The Secretary presented a resolution adopted on February 27, 1913, by the Local Board of the Flatbush District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14847. July 22, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Flatbush District, Borough of Brooklyn, adopted on February 27, 1913, initiating proceedings for constructing a sewer in East 8th Street from Avenue L to Avenue M.

This resolution affects one block, or about 800 feet of East 8th Street, which the Corporation Counsel has advised is dedicated to public use. A proceeding for acquiring title to the street from Foster Avenue to Avenue T, was instituted by the Board of Estimate and Apportionment on April 3, 1913, but has not been materially advanced. In view of the opinion cited as to the existence of a public easement it will not be necessary to defer the consideration of the desired improvement. The work is petitioned for by twenty property owners, representing 35 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, of $37.50 per linear foot. In the area indirectly affected the taxed land value ranges from $35 to $40 per linear foot.

The work is estimated to cost about $3,600, and it is estimated that the corresponding assessment on each side will amount to about $2, and to about $0.25 per front foot, respectively, in the areas directly and indirectly affected. The assessed valuation of the property to be benefited is reported to be $220,110.

An inspection of the ground shows that an approximately graded roadway is in use and that the flagging is partially provided. Twenty-seven buildings have been erected upon the abutting property, these involving the development of a little more than 50 per cent. of the frontage. The outlet sewer is built.

The necessity of immediately providing for the drainage of this street is quite apparent, and it would appear that, in conformity with the rules of the Board, preliminary authorization might be given at this time, such action being recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, the President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 27th day of February, 1913, and approved by the President of the Borough of Brooklyn on the 1st day of February, 1915, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to construct a sewer in East 8th street, from Avenue L to Avenue M;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, that the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, that the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

23rd Avenue from Cropsey Avenue to 86th Street, Borough of Brooklyn—Regulating and Grading (Cal. No. 87).

The Secretary presented a resolution adopted on July 6, 1914, by the Local Board of the Flatbush District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14832. July 21, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Flatbush District, Borough of Brooklyn, adopted on July 6, 1914, initiating proceedings for grading, curbing and flagging 23rd avenue from Cropsey avenue to 86th street.

This resolution affects three blocks, or about 2,200 feet, of 23rd avenue, which the Corporation Counsel has advised is dedicated to public use.

In a communication bearing date of June 15, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. Information is presented to show that the abutting property is about 74 per cent improved, and that the street is an important thoroughfare and must be graded simultaneously with the carrying out of a similar improvement affecting 86th street, which involves a considerable fill. Also, that under a recent authorization the Borough President has been given authority to carry out the construction of a sewer in the two northerly blocks and that when this is built portions of it will be left projecting into the roadway on account of the low elevation of the present surface. The work is petitioned for by eight property owners representing a little over 10 per cent of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $50 to $70 per linear foot.

The work is estimated to cost about $11,800 and it is estimated that the corresponding assessment on each side will average about $3 per front foot, exclusive of change of grade damage. The assessed valuation of the land to be benefited is reported to be $240,950.

An inspection of the ground shows that an approximately graded roadway is in use without curbing, but that the flagging has been laid. In the two southerly blocks the frontage is largely improved and in the block adjoining 86th street seven buildings have been erected upon the abutting property. In the latter section a considerable amount of embankment will be needed, the placing of which will result in the destruction of the existing flagging as well as in some damage to buildings. In the adjoining section on the north the street is improved to the legal elevation, which is about four feet higher than 86th street as in use at their intersection. The carrying out of the sewer work which has already been authorized in 86th street and 23rd avenue will undoubtedly render the use of the present roadway dangerous if not impossible, and the grading of 86th street, where trolley facilities are available, will make access inconvenient unless 23rd avenue is graded simultaneously therewith.

In order to permit of the proper co-ordination of the various projects referred to, it would appear necessary to confer upon the Borough President authority to carry out this improvement, and the authorization of the preliminary work is accordingly recommended, but with the understanding that the curbing and flagging will not be laid until a sufficient time has elapsed to permit the embankment to settle sufficiently to insure their stability. Respectfully,

NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 6th day of July, 1914, and approved by the President of the Borough of Brooklyn on the 15th day of June, 1915, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to regulate, grade, set curb and lay cement sidewalks on 23d avenue from Cropsey avenue to 86th street;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, that the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, that the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Bay 34th Street, from 86th Street to Cropsey Avenue, Borough of Brooklyn—Regulating and Grading (Cal. No. 88).

The Secretary presented a resolution adopted on June 23, 1915, by the Local Board of the Flatbush District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14850. July 23, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Flatbush District, Borough of Brooklyn, adopted on June 23, 1915, initiating proceedings for grading, curbing and flagging Bay 34th Street from 86th Street to Cropsey Avenue.

This resolution affects three blocks, or about 2,200 feet, comprising the entire length of Bay 34th Street, title to which has been legally acquired.

In a communication bearing date of July 21, 1915, the Borough President has requested that a report upon this matter be presented for the consideration of the Board at its next meeting. The Board is advised that this is a locality where a sewer improvement is soon to be made, and that while some grading would be done for the protection of the sewer and house connections, the carrying out of the work will leave the street in an almost impassable condition unless it is graded to the legal elevation. The work is petitioned for by eight property owners representing a little less than 10 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $30 to $40 per linear foot.

The work is estimated to cost about $17,000, and it is estimated that the assessment will average about $4.10 per front foot exclusive of change of grade damage. The assessed valuation of the land to be benefited is reported to be $155,250.

An inspection of the ground shows that the street is graded, curbed and flagged, and that the abutting property is partially improved with buildings of a substantial type. The existing improvements were installed under an authorization of March 31, 1905, but the grade was subsequently raised so that to bring the street to the present legal elevation a considerable amount of fill will be needed, particularly in the two northerly blocks. The curbing and flagging will, therefore, be largely destroyed and some building damage may be occasioned through the carrying out of the grading improvement. The sewer construction recently authorized in this street will undoubtedly result in leaving the roadway in a dangerous condition, if not impassable, and the grading of 86th Street, which will follow the provision of the sewers in the latter street, will also make access to 86th Street inconvenient, trolley facilities being here available.

The carrying out of this improvement would seem to be necessary to insure a serviceable highway, and it would appear that preliminary authorization might properly be now given, such action being recommended, with the understanding that the curbing and flagging will not be laid until enough time has elapsed after the placing of the embankment to permit of sufficient settlement to insure its stability.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 23d day of June, 1915, and approved by the President of the Borough of Brooklyn on the 21st day of July, 1915, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to regulate, grade, set cement curb and lay cement sidewalks on Bay 34th street, from 86th street to Cropsey avenue";

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, that the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and laer included in the assessment.

Resolved, that the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Albemarle Road, from Gravesend Avenue to East 2nd Street, Borough of Brooklyn—Regulating and Grading (Cal. No. 89).

The Secretary presented a resolution adopted on April 21, 1915, by the Local Board of the Flatbush District, Borough of Brooklyn, initiating proceedings for this improvement, and the following report of the Chief Engineer:

Report No. 14843. July 21, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Flatbush District, Borough of Brooklyn, adopted on April 21st, 1915, initiating proceedings for grading, curbing and flagging Albemarle Road, from Gravesend Avenue to East 2nd Street.

This resolution affects one block, or about 250 feet of Albemarle Road, title to which has been legally acquired.

In a communication bearing date of May 6th, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. The work is petitioned for by one property owner representing 84 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, of $40 per linear foot.

The work is estimated to cost about $1,500, and it is estimated that the corresponding assessment on each side will amount to about $3 per front foot. The assessed valuation of the land to be benefited is reported to be $61,000.

An inspection of the ground shows that the street is roughly in use at an elevation somewhat higher than the legal grade. The abutting property is entirely unimproved but information is presented with the papers showing that the petitioner is about to file plans for twenty three-story apartments and is prepared to begin their erection as soon as the surface improvements are assured.

In view of the substantial proportion of the abutting property represented by the petitioners it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 21st day of April, 1915, and approved by the President of the Borough of Brooklyn on the 4th day of May, 1915, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to regulate, grade, set curb and lay cement sidewalks on Albemarle road, where not already laid, between Gravesend avenue and East 2nd street";

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Ditmas Avenue, from East 87th Street to Ralph Avenue; Ralph Avenue, from East 85th Street to Old Canarsie Avenue; and East 83rd Street, from Ditmas Avenue to Old Canarsie Avenue, Borough of Brooklyn—Regulating and Grading (Cal. No. 90).

The Secretary presented a resolution adopted on April 28, 1915, by the Local Board of the New Lots District, Borough of Brooklyn, initiating proceedings for this improvement, and the following report of the Chief Engineer:

Report No. 14819. July 15th, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the New Lots District, Borough of Brooklyn, adopted on April 28th, 1915, initiating proceedings for grading, curbing and flagging the following streets: Ditmas Avenue, from East 87th Street to Ralph Avenue; Ralph Avenue, from East 35th Street to Old Canarsie Avenue, located about 180 feet south of Avenue C; East 83rd Street, from Ditmas Avenue to Old Canarsie Avenue, located about 240 feet south of Ditmas Avenue.

This resolution affects lengths varying from a little less than one-half block of East 83d Street to two and one-half blocks of Ralph Avenue, with an aggregate length of about 2,300 feet. The land within the lines of East 83rd Street has been ceded to the City by the property owners, and title to each of the remaining streets has been acquired under formal opening proceedings.

In a communication bearing date of June 15th, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. The work is petitioned for by three property owners representing about 80 per cent. of the frontage, which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $11.25 to $20 per linear foot.

The work is estimated to cost about $9,300, and it is estimated that the corresponding assessment on each side will amount to about $2.70 per front foot. The assessed valuation of the land to be benefited is reported to be $92,900.

An inspection of the ground shows that the streets are not in use, but that a large industrial plant is now in course of construction, covering a tract located east of Old Canarsie Road and south of Ditmas Avenue. The abutting property is otherwise entirely unimproved. In the adjoining section on the east, Ditmas Avenue is macadamized, which condition also obtains in Canarsie Avenue, and north of East 85th Street a serviceable roadway of crushed stone is in use within the lines of Ralph Avenue. The improvement will establish a desirable connection with these areas and will provide a suitable means of access to the factory referred to.

It appears that the grades heretofore established for Ralph Avenue are too flat for the removal of surface drainage, and I am informally advised that the design of proper plan for sewers will require a considerably higher street elevation through all of the territory in which the streets are located. I can see no reason why the physical improvement should not be given favorable consideration, however, as further studies in this particular can be made in connection with the preliminary work.

In view of the substantial proportion of the abutting property represented by the petitioners, it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended, with the understanding that the authorization of the construction will be deferred until after the approval of a map embodying any necessary grade changes.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 28th day of April, 1915, and approved by the President of the Borough of Brooklyn on the 15th day of June, 1915, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to regulate, grade, set cement curb and lay cement sidewalks on the following streets: Ditmas Avenue, from East 87th street to Ralph avenue; Ralph Avenue, from the northeasterly side of East 85th street to Old Canarsie avenue, about 180 feet south of Avenue C, and East 83rd Street, from Ditmas avenue to Old Canarsie avenue, about 240 feet south of Ditmas avenue;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

67th Street, from 3rd Avenue to 4th Avenue, Borough of Brooklyn—Curbing and Flagging (Cal. No. 91).

The Secretary presented a resolution adopted on June 24, 1914, by the Local Board of the Bay Ridge District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14839. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Bay Ridge District, Borough of Brooklyn, adopted on June 24th, 1914, initiating proceedings for curbing and flagging 67th Street, from 3rd Avenue to 4th Avenue.

This resolution affects one block or about 700 feet of 67th Street, title to which has been legally acquired.

In a communication bearing date of May 21st, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. The improvement is requested by the Department of Parks and also by the Board of Education, representing 71 per cent. of the entire frontage, which, in the interior lots, is assessed as having a value, excluding buildings, of $90 per linear foot.

The work is estimated to cost about $2,300, and it is estimated that the corresponding assessment on each side will amount to about $1.70 per front foot. The assessed valuation of the land to be benefited is reported to be $129,000.

An inspection of the ground shows that the street is graded, and that the curbing and flagging have been laid for a distance of about 300 feet on the southerly side adjoining 4th Avenue, where a high school building has recently been erected. The abutting property on the southerly side is otherwise unimproved, but the entire northerly frontage is occupied by Bay Ridge Parkway. Because of its ownership of these properties the City will be subject to an assessment of about $1,400.

The necessity of immediately providing a convenient means of access to the public school referred to is quite apparent, and it would appear that preliminary authorization of this improvement might properly be now given, such action being recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Bay Ridge District, duly adopted by said Board on the 24th day of June, 1914, and approved by the President of the Borough of Brooklyn on the 20th day of May, 1915, as follows, to wit:

"Resolved, That the Local Board of the Bay Ridge District hereby initiates proceedings to regulate, set cement curb and lay cement sidewalks on 67th street, between 3d and 4th avenues."

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Glenmore Avenue, from Doscher Street to Eldert Lane, Borough of Brooklyn—Curbing, Recurbing, Flagging and Paving (Cal. No. 92).

The Secretary presented a resolution adopted on January 20, 1915, by the Local Board of the New Lots District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14845. July 21, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the New Lots District, Borough of Brooklyn, adopted on January 20, 1915, initiating proceedings for curbing and recurbing, flagging and paving with asphalt (permanent pavement) Glenmore Avenue from Doscher Street to Eldert Lane.

This resolution affects nine blocks or about 2,300 feet of Glenmore Avenue, title to which has been legally acquired.

In a communication bearing date of June 15, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. Information is presented to show that the abutting property is more than 50 per cent. improved. The work is petitioned for by twenty-five property owners representing 14 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $40 to $45 per linear foot.

The work is estimated to cost about $20,900, and it is estimated that the corresponding assessment on each side will amount to about $6.80 per front foot. The assessed valuation of the land to be benefited is reported to be $261,150.

An inspection of the ground shows that an old macadamized roadway in a poor condition of repair is in use, that the street is curbed, and that the flagging is partially provided. The abutting property is considerably more than 50 per cent. built up, and all of the subsurface structures have been completed. East of Eldert Lane a narrow roadway falls within the street lines, but in the adjoining section on the west the street is paved with a surface similar to that now proposed, which condition also obtains in Doscher Street and Eldert Lane.

This street formerly constituted a portion of the park system of the City of Brooklyn, but in accordance with a resolution adopted on May 1, 1914, subsequently concurred in by the Board of Aldermen, jurisdiction over the land was transferred from the Park Department to the Borough President. The existing macadam was laid at the expense of the City at large, and it would therefore appear that the work

now contemplated constitutes an original improvement, the expense of which can properly be assessed against the frontages.

In view of the substantial development of the frontage, and of the desirability of connecting up the paved areas referred to, it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 20th day of January, 1915, and approved by the President of the Borough of Brooklyn on the 14th day of June, 1915, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to set and reset curb, lay cement sidewalks where necessary and to lay a permanent asphalt pavement on a 6-inch concrete foundation on Glenmore avenue, from Doscher street to Eldert Lane.",

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

74th Street, from 16th Avenue to 17th Avenue, Borough of Brooklyn—Curbing and Paving (Cal. No. 93).

The Secretary presented a resolution adopted on February 10, 1915, by the Local Board of the Flatbush District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14837. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Flatbush District, Borough of Brooklyn, adopted on February 10, 1915, initiating proceedings for curbing, where necessary, and paving with asphalt (permanent pavement) 74th Street from 16th Avenue to 17th Avenue.

This resolution affects two blocks, or about 800 feet of 74th Street, title to which has been legally acquired.

In a communication bearing date of April 16, 1915, the Acting Borough President has requested that a report upon this matter be prepared for the consideration of the Board at as early a date as possible. Information is presented showing that the improvement has been urgently requested by the Lefferts Park Improvement League and is needed to accommodate the large amount of vehicular traffic following the lines of the street, which is the only thoroughfare between 69th Street and 79th Street where access can be had across the tracks of the Nassau Electric Railroad in New Utrecht Avenue. The work is petitioned for by three property owners representing 27 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, of $45 per linear foot.

The work is estimated to cost about $5,700, and it is estimated that the corresponding assessment on each side will amount to about $4.10 per front foot. The assessed valuation of the land to be benefited is reported to be $80,300.

An inspection of the ground shows that the street is graded and flagged, and that except for a distance of about 100 feet adjoining New Utrecht Avenue in the westerly block, all of the curbing has been laid. A number of buildings of a substantial character have been erected upon the abutting property, and all of the subsurface structures have been provided. In the adjoining section on the west the street is paved, which condition also obtains in 17th Avenue.

In my judgment the carrying out of this improvement will provide a needed connecting link for traffic between the existing paved areas referred to, and, in conformity with the rules of the Board, preliminary authorization might properly be now given, such action being recommended. Respectfully,

NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 10th day of February, 1915, and approved by the President of the Borough of Brooklyn on the 16th day of April, 1915, initiating proceedings to set cement curb where necessary and lay a permanent asphalt pavement on 74th street, from 16th avenue to 17th avenue, and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

East 16th Street, from Avenue J to Avenue K, Borough of Brooklyn—Paving and Curbing (Cal. No. 94).

The Secretary presented a resolution adopted on February 18, 1914, by the Local Board of the Flatbush District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14840. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Flatbush District, Borough of Brooklyn, adopted on February 18th, 1914, initiating proceedings for paving with asphalt (preliminary pavement) East 16th Street, from Avenue J to Avenue K, and curbing where necessary.

This resolution affects one block, or about 800 feet, of East 16th Street, which the Corporation Counsel advises is dedicated to public use.

In a communication bearing date of May 21st, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. The work is petitioned for by six property owners, representing 30 per cent. of the frontage which is available for development, which, in the interior lots, is assessed as having a value, excluding buildings, of $55 per linear foot.

The work is estimated to cost about $6,200, and it is estimated that the corresponding assessment on each side will amount to about $4 per front foot. The assessed valuation of the land to be benefited is reported to be $91,900.

An inspection of the ground shows that the street is graded, curbed and flagged, although it is understood that some of the curbing will have to be replaced. The property abutting on the easterly frontage is more than 50 per cent. improved, and the entire westerly frontage is occupied by the Long Island Railroad. All of the subsurface structures have been provided. In the adjoining sections the street is not in use, but each of the intersecting streets is paved with a surface similar to that now proposed.

In view of the extent of the improvements already made, and of the desirability of connecting up the existing paved areas, it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended. Respectfully,

NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 18th day of February, 1914, and approved by the President of the Borough of Brooklyn on the 20th day of May, 1915, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to set cement curbs where necessary and to lay a preliminary asphalt pavement on a 5-inch concrete foundation on East 16th Street, from Avenue J to Avenue K;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Albemarle Road, from Gravesend Avenue to East 2nd Street, Borough of Brooklyn—Paving (Cal. No. 95).

The Secretary presented a resolution adopted on April 21, 1915, by the Local Board of the Flatbush District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14844. July 21, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Flatbush District, Borough of Brooklyn, adopted on April 21st, 1915, initiating proceedings for paving with asphalt (permanent pavement) Albemarle Road, from Gravesend Avenue to East 2nd Street.

This resolution affects one block, or about 250 feet of Albemarle Road, title to which has been legally acquired.

In a communication bearing date of May 6th, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. The work is petitioned for by one property owner, representing 84 per cent. of the frontage, which, in the interior lots, is assessed as having a value, excluding buildings, of $40 per linear foot.

The work is estimated to cost about $3,200, and it is estimated that the corresponding assessment on each side will amount to about $6.40 per front foot. The assessed valuation of the land to be benefited is reported to be $61,000.

An inspection of the ground shows that the street is roughly in use at an elevation somewhat higher than the established grade. The abutting property is entirely unimproved, but information is presented with the papers showing that the property owners are about to file plans for twenty three-story apartments and are prepared to proceed with the erection as soon as the surface improvements are assured. A favorable report has been prepared concerning a Local Board resolution providing for the grading of this block of Albemarle Road.

The sewer is built, but neither the gas main nor the water main has been provided. The street, however, is located within the territory occupied by the Flatbush Waterworks Company, and the Board has heretofore authorized a number of improvements where similar conditions existed, with the understanding that the water main would be completed before the work of paving was begun. Information has been presented showing that such a procedure has not resulted in prolonged delay in carrying out the public improvement, and I can see no reason why a similar course should not be followed in the case now under consideration.

In view of the substantial proportion of the abutting property represented by the petitioner, and of the fact that the development of the frontage is contingent upon this improvement, it would appear that, in conformity with the rules of the Board, preliminary authorization might properly be now given, such action being recommended. Upon the completion of the preliminary work the construction may properly be authorized if the grading improvement has been provided for and if arrangements have been made for laying the gas main, but also with the understanding that the work will not be begun until the water main has been laid. Respectfully,

NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 21st day of April, 1915, and approved by the President of the Borough of Brooklyn on the 4th day of May, 1915, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to lay a permanent asphalt pavement on Albemarle Road between Gravesend avenue and East 2d street;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under

contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Seeley Street, from Gravesend Avenue to 18th Street, Borough of Brooklyn—Paving (Cal. No. 96).

The Secretary presented a resolution adopted on October 15, 1914, by the Local Board of the Flatbush District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14838. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Flatbush District, Borough of Brooklyn, adopted on October 15th, 1914, initiating proceedings for paving with asphalt (preliminary pavement) Seeley Street, from Gravesend Avenue to 18th Street.

This resolution affects three blocks or about 1,100 feet of Seeley Street, title to which has been legally acquired.

In a communication bearing date of May 3rd, 1915, the Commissioner of Public Works has requested that a report upon this matter be prepared for the consideration of the Board at as early a date as possible, information being presented to show that the abutting property is 64 per cent. improved. The work is petitioned for by ten property owners representing 15 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $40 to $45 per linear foot.

The work is estimated to cost about $7,800, and it is estimated that the corresponding assessment on each side will amount to a little more than $4 per front foot. The assessed valuation of the land to be benefited is reported to be $95,200.

An inspection of the ground shows that the street is graded, curbed and flagged, and that fifty-two buildings have been erected upon the abutting property, these involving the development of considerably more than 50 per cent. of the frontage. All of the subsurface structures have been provided for. In the adjoining section on the east the street is already paved with a surface similar to that now proposed.

In view of the substantial development along the frontage, it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 15th day of October, 1914, and approved by the President of the Borough of Brooklyn on the 1st day of May, 1915, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to lay a preliminary asphalt pavement on a 5-inch concrete foundation on Seeley street from Gravesend avenue to 18th street;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting President of the Borough of Manhattan, the Presidents of the Boroughs of Brooklyn, The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Avenue I, from East 2d Street to East 3d Street, Borough of Brooklyn—Paving (Cal. No. 97).

The Secretary presented a resolution adopted on October 15, 1914, by the Local Board of the Flatbush District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14842. July 21, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Flatbush District, Borough of Brooklyn, adopted on October 15th, 1914, initiating proceedings for paving with asphalt (permanent pavement) Avenue I from East 2nd Street to East 3rd Street.

This resolution affects one block or about 200 feet of Avenue I, title to which has been legally acquired.

In a communication bearing date of March 20th, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible, stating that the abutting property is 50 per cent. improved. The work is petitioned for by ten property owners representing 25 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, of about $50 per linear foot.

The work is estimated to cost about $3,700, and it is estimated that the corresponding assessment on each side will amount to about $9.30 per front foot. The assessed valuation of the land to be benefited is reported to be $49,300.

An inspection of the ground shows that the street is graded, curbed and flagged, and that the property abutting on the northerly side is fully improved. All of the subsurface structures have been provided for. In the adjoining section on the east the street is regulated and graded, and the Borough President was recently authorized to carry out a paving improvement affecting the block between East 2nd Street and Gravesend Avenue.

In view of the substantial development of the frontage it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, the President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 15th day of October, 1914, and approved by the President of the Borough of Brooklyn on the 1st day of February, 1915, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to lay a permanent asphalt pavement on Avenue I from East 2nd street to East 3rd street;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Belmont Avenue, from Pennsylvania Avenue to Wyona Street, Borough of Brooklyn—Paving (Cal. No. 98).

The Secretary presented a resolution adopted on April 15, 1914, by the Local Board of the New Lots District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14836. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the New Lots District, Borough of Brooklyn, adopted on April 15th, 1914, initiating proceedings for paving with asphalt (permanent pavement) Belmont Avenue, from Pennsylvania Avenue to Wyona Street.

This resolution affects three blocks or about 700 feet of Belmont Avenue, title to which has been legally acquired.

In a communication bearing date of June 29th, 1915, the Commissioner of Public Works has requested that a report upon this matter be prepared for the consideration of the Board at as early a dats as possible, presenting information to show that the abutting property is 70 per cent. improved. The work is petitioned for by eight property owners, representing 21 per cent. of the frontage, which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $52 to $62 per linear foot.

The work is estimated to cost about $4,900, and the corresponding assessment on each side is estimated to be about $4 per front foot. The assessed valuation of the land to be benefited is reported to be $145,700.

An inspection of the ground shows that the street is graded, curbed and flagged, and that a large number of buildings have been erected upon the abutting property, these involving the development of considerably more than 50 per cent. of the frontage. All of the subsurface structures have been provided, but in conformity with a plan for the construction of relief sewers the existing drain in the two easterly blocks will ultimately be replaced by sewers having a larger capacity. The provision of the relief sewers, will, however, have to be deferred for a number of years for the reason that they must await the construction of outlet sewers of considerable magnitude. In the adjoining section on the east the street is paved, which condition also obtains in each of the intersecting streets, and the Borough President was recently authorized to carry out a paving improvement affecting the section west of Pennsylvania Avenue.

In view of the substantial development of the frontage it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, and, because of the length of time that will probable elapse before it will be necessary to reconstruct the sewers in the section referred to, such action is recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 15th day of April, 1914, and approved by the President of the Borough of Brooklyn on the 28th day of June, 1915, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to lay a permanent asphalt pavement on a 6-inch concrete foundation on Belmont Avenue, from Pennsylvania avenue to Wyona street;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above-described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Barrett Street, from Dumont Avenue to Livonia Avenue, Borough of Brooklyn—Paving (Cal. No. 99).

The Secretary presented a resolution adopted on April 28, 1915, by the Local Board of the New Lots District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14835. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the New Lots District, Borough of Brooklyn, adopted on April 28th, 1915, initiating proceedings for paving with asphalt (permanent pavement) Barrett Street, from Dumont Avenue to Livonia Avenue.

This resolution affects one block or about 500 feet of Barrett Street, title to which has been legally acquired.

In a communication bearing date of June 29th, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. The work is petitioned for by five property owners representing 80 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, of $30 per linear foot.

The work is estimated to cost about $3,100, and it is estimated that the corresponding assessment on each side will amount to about $3.10 per front foot. The assessed valuation of the land to be benefited is reported to be $31,500.

An inspection of the ground shows that the street is graded, curbed and flagged, and that on the easterly side a row of five two-story brick houses has been erected. With the exception of a portion of the gas main, all of the subsurface structures have been provided. In the adjoining section on the north the street is regulated and

graded, which condition also obtains in Livonia Avenue, and in Dumont Avenue a paving improvement is at the present time in progress.

In view of the substantial proportion of the abutting property represented by the petitioners, it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended, with the understanding that the authorization of the construction will be deferred until arrangements have been made for completing the gas main.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, the President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 28th day of April, 1915, and approved by the President of the Borough of Brooklyn on the 28th day of June, 1915, initiating proceedings to lay a permanent asphalt pavement on Barrett Street from Dumont Avenue to Livonia Avenue, and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Grafton Street, from Blake Avenue to Livonia Avenue, Borough of Brooklyn—Paving (Cal. No. 100).

The Secretary presented a resolution, adopted on April 28, 1915, by the Local Board of the New Lots District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14841. July 21, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the New Lots District, Borough of Brooklyn, adopted on April 28th, 1915, initiating proceedings for paving with asphalt (permanent pavement) Grafton Street, from Blake Avenue to Livonia Avenue.

This resolution affects two blocks or about 1,100 feet of Grafton Street, title to which has been legally acquired.

In a communication bearing date of May 21st, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. The work is petitioned for by two property owners representing 58 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $30 to $35 per linear foot.

The work is estimated to cost about $6,300, and it is estimated that the corresponding assessment on each side will amount to about $3.20 per front foot. The assessed valuation of the land to be benefited is reported to be $61,900.

An inspection of the ground shows that the street is graded, curbed and flagged, and that the abutting property is partially improved with houses of a substantial character. In the southerly block malls eight feet wide have been curbed off along the center of the roadway, but it is understood that these will be removed and that the entire roadway will be paved with asphalt. All of the subsurface structures have been provided. Dumont Avenue, Livonia Avenue and Grafton Street south of the latter street are regulated and graded, and in the adjoining section on the north the street is paved with asphalt, which condition also obtains in Blake Avenue.

In view of the substantial proportion of the frontage represented by the petitioners for this improvement, it would appear that, in conformity with the rules of the Board, preliminary authorization might properly be now given, such action being recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, the President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 28th day of April, 1915, and approved by the President of the Borough of Brooklyn on the 20th day of May, 1915, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to lay a permanent asphalt pavement on Grafton Street, between Blake Avenue and Livonia Avenue";

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

Hopkinson Avenue, from Dumont Avenue to Livonia Avenue, Borough of Brooklyn—Paving (Cal. No. 101).

The Secretary presented a resolution adopted on April 28, 1915, by the Local Board of the New Lots District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14813. July 21, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the New Lots District, Borough of Brooklyn, adopted on April 28th, 1915, initiating proceedings for paving with asphalt (permanent pavement) Hopkinson Avenue, from Dumont Avenue to Livonia Avenue.

This resolution affects one block or about 500 feet of Hopkinson Avenue, title to which has been legally acquired.

In a communication bearing date of May 21st, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. The work is petitioned for by property owners representing 64 per cent. of the frontage that is available for development, which, in the interior lots, is assessed as having a value, excluding buildings, of $45 per linear foot.

The work is estimated to cost about $4,600, and it is estimated that the corresponding assessment on each side will amount to a little less than $5 per front foot. The assessed valuation of the land to be benefited is reported to be $44,300.

An inspection of the ground shows that the street is graded, curbed and flagged, and that at Livonia Avenue three houses have been erected upon the property abutting on the easterly side. The entire westerly frontage is occupied by a public playground and because of its ownership of this property the City will be subject to an assessment of about $2,300 if the work is carried out. All of the subsurface structures have been provided. In the adjoining section on the south the street is paved with a surface similar to that now proposed.

In view of the substantial proportion of the frontage available for development that is represented by the petitioners for this improvement, it would appear that, in conformity with the rules of the Board, preliminary authorization might properly be now given, such action being recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, the President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 28th day of April, 1915, and approved by the President of the Borough of Brooklyn, on the 20th day of May, 1915, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to lay a permanent asphalt pavement on Hopkinson Avenue from Dumont Avenue to Livonia Avenue."

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Hemlock Street, from Ridgewood Avenue to Etna Street, Borough of Brooklyn—Paving (Cal. No. 102).

The Secretary presented a resolution adopted on May 5, 1915, by the Local Board of the New Lots District, Borough of Brooklyn, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14834. July 20, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the New Lots District, Borough of Brooklyn, adopted on May 5th, 1915, initiating proceedings for paving with asphalt (permanent pavement) Hemlock Street, from Ridgewood Avenue to Etna Street.

This resolution affects three blocks or about 500 feet of Hemlock Street, title to which has been legally acquired.

In a communication bearing date of June 15th, 1915, the Commissioner of Public Works has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. Information is presented to show that the abutting property is 93 per cent. improved. The work is petitioned for by ten property owners representing 61 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, of $65 per linear foot.

The work is estimated to cost about $3,700, and it is estimated that the corresponding assessment on each side will amount to about $4.30 per front foot. The assessed valuation of the land to be benefited is reported to be $76,550.

An inspection of the ground shows that the street is graded, curbed and flagged, and that the abutting property is almost fully improved. With the exception of a portion of the gas main, all of the necessary subsurface structures have been provided for. In the adjoining sections the street is already paved with a surface similar to that now proposed, which condition also obtains in Ridgewood Avenue and Etna Street.

It would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended, but with the understanding that the authorization of the construction will be deferred until arrangements have been made for completing the gas main.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, the President of the Borough of Brooklyn has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 5th day of May, 1915, and approved by the President of the Borough of Brooklyn on the 14th day of June, 1915, initiating proceedings to lay a permanent asphalt pavement on Hemlock Street from Ridgewood Avenue to Etna Street, and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Brooklyn to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Brooklyn has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Borough of The Bronx.

Van Cortlandt Park South, Between the Abutments of the Proposed Highway Bridge Over the Right of Way of the Putnam Division of the New York Central and Hudson River Railroad, Borough of The Bronx—Sewer (Cal. No. 103).

The Secretary presented a resolution adopted on September 22, 1914, by the Local Board of the Van Courtlandt District, Borough of The Bronx, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14848. July 22nd, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Van Courtlandt District, Borough of The Bronx, adopted on September 22nd, 1914, initiating proceedings for constructing a sewer in Van Courtlandt Park South, between the abutments of the proposed highway bridge over the right of way of the Putnam Division of the New York Central and Hudson River Railroad.

This resolution affects about 70 feet of Van Cortlandt Park South, title to which, outside of the present railroad right of way, has been legally acquired. There is no crossing over the railroad at the present time and the vicinity generally is entirely unimproved. The Board has authorized the grading of the street through its entire length, but this work cannot be completed until the bridge has been built. The continuing outlet sewer in Van Cortlandt Park South is provided for.

In a recent communication the Borough President has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. It is understood that the Railroad Company is prepared to proceed with its part of the work at an early date and the Board is advised that the nature of the soil is such as to require that the sewer be constructed on a pile foundation, this condition making it necessary to build it before or simultaneously with the bridge abutments.

The improvement is petitioned for by one property owner who, however, does not appear to be subject to assessment. In the tributary area the property is assessed as having a value, excluding buildings, ranging from $32 to $96 per linear foot of frontage.

The work is estimated to cost about $7,500. There will be no resulting direct benefit and it is estimated that the corresponding assessment in the tributary area will amount to a little over $0.30 per front foot. The assessed valuation of the property to be benefited is reported to be $915,000.

The necessity of immediately authorizing the Borough President to carry out this improvement is quite apparent, and it would appear that the authorization of the preliminary work might properly be given at this time, such action being recommended. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of The Bronx has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Van Courtlandt District, duly adopted by said Board on the 22d day of September, 1914, and approved by the President of the Borough of The Bronx on the 8th day of October, 1914, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For constructing a sewer in Van Courtlandt Park South extending from the exterior face of the westerly abutment to the exterior face of the easterly abutment of the proposed highway bridge crossing over the right-of-way of the Putnam Division of the New York Central & Hudson River Railroad, together with all work incidental thereto, in the Borough of The Bronx;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of The Bronx to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of The Bronx has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

White Plains Road, from a Point About 100 Feet North of the Bulkhead Line to the Pierhead Line, Borough of The Bronx—Extension to Sewer (Cal. No. 104).

The Secretary presented a resolution adopted on November 10, 1913, by the Local Board of the Chester District, Borough of The Bronx, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14833. July 24, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Chester District, Borough of The Bronx, adopted on November 10, 1913, initiating proceedings for constructing an extension to the sewer in White Plains Road from a point about 100 feet north of the bulkhead line to the pierhead line.

The existing trunk sewer in this street serves as the outlet for the sanitary flow from almost all of the territory within the limits of the Chester District, and for the storm water flow from the large territory south of Westchester Avenue. It was given a point of outfall at the original bulkhead line of the East River, but it has been found that the current is not sufficiently strong to properly dilute the sewage, and in order to improve the sanitary conditions provision was made under a plan approved on November 20, 1913, for extending the combined sewer to the present United States Bulkhead Line and for carrying the dry weather flow to the pierhead line. It is now desired to carry out the related construction which affects land under water at the foot of White Plains Road having a length of about 200 feet, and along the prolongation of White Plains Road having a length of about 600 feet. Title to the land within the bed of the street and so much of it as lies within an easement laid out under a plan approved on July 9 of the current year that was encumbered with private easements, has been ceded to the City by the property owners, and the Corporation Counsel has advised that between the exterior limit of the water grant and the pierhead line title is in the City.

The improvement is petitioned for by six property owners, but the extent of their holdings represents only a very small proportion of the property in the area indirectly affected. The assessed land value of the frontage along the extension of White Plains Road between the former bulkhead line and the present bulkhead line, which is the only property directly benefited, has a taxed land value of $24 per linear foot, and in the area indirectly affected the minimum land value is $2 per linear foot.

The work is estimated to cost about $70,000, and it is estimated that the corresponding assessment will amount to about $1 and to about $0.03 per front foot in the areas respectively directly and indirectly affected. The assessed valuation of the property to be benefited is reported to be $27,720,000.

The necessity of bettering the sanitary conditions existing at this important outlet is quite apparent, and, in conformity with the rules of the Board, preliminary authorization of this improvement is recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of The Bronx has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Chester District, duly adopted by said Board on the 10th day of November, 1913, and approved by the President of the Borough of The Bronx on the 11th day of November, 1913, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For constructing the extension of the sewer at White Plains Avenue and East River, from a point about 100 feet north of the bulkhead line to the pierhead line; and all work incidental thereto, in the Borough of The Bronx;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of The Bronx to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of The Bronx has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Haviland Avenue, from Tremont Avenue (East 177th Street) to Castle Hill Avenue, Borough of The Bronx—Regulating, Grading and Paving (Cal. No. 105).

The Secretary presented a resolution adopted on July 6, 1915, by the Local Board of the Chester District, Borough of The Bronx, initiating proceedings for this improvement, and the following report of the Chief Engineer:

Report No. 14851. July 23rd, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Chester District, Borough of The Bronx, adopted on July 6th, 1915, initiating proceedings for grading, curbing, flagging and paving with bituminous concrete (preliminary pavement) Haviland avenue from Tremont avenue (East 177th street) to Castle Hill avenue.

This resolution affects one block or about 120 feet of Haviland avenue, title to which has been legally acquired.

In a communication bearing date of July 21st, 1915, the Acting Borough President has requested that a report upon this matter be presented for the consideration of the Board at its next meeting. The improvement relates to a small triangular area adjoining East 177th street on the north, with property available for private development on the northerly frontage only. The work is petitioned for by the owner of 67 per cent of this property, which is assessed as having a value, excluding buildings, of about $70 per linear foot.

The work is estimated to cost about $1,000 and it is estimated that the corresponding assessment will amount to about $6.50 per front foot. The assessed valuation of the property to be benefited is reported to be $32,300.

An inspection of the ground shows that an approximately graded roadway is in use. There is no curbing but a portion of the flagging has been provided. At the intersection with Castle Hill avenue a building has been erected upon the abutting property. All of the subsurface structures have been completed. East 177th street and Castle Hill avenue are paved, and in the former street a double track trolley railroad occupies the central portion of the roadway.

In view of the substantial proportion of the frontage represented by the petitioner, and of the desirability of connecting up the paved areas in the adjoining streets, it would appear that, in conformity with the rules of he Board, preliminary authorization of this improvement might properly be now given, such action being recommended. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of The Bronx has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Chester District, duly adopted by said Board on the 6th day of July, 1915, and approved by the President of the Borough of The Bronx on the 21st day of July, 1915, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For regulating, grading, setting curb, laying sidewalks and crosswalks, building approaches and erecting fences where necessary in, and paving with bituminous concrete on a cement concrete foundation (preliminary pavement), the roadway of Haviland Avenue, from Tremont Avenue to Castlehill Avenue, together with all work incidental thereto, in the Borough of The Bronx;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of The Bronx to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of The Bronx has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Powell Avenue, from Tremont Avenue to Zerega Avenue, Borough of The Bronx—Regulating and Grading (Cal. No. 106).

The Secretary presented a resolution adopted on July 6, 1915, by the Local Board of the Chester District, Borough of The Bronx, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14854. July 23, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Chester District, Borough of The Bronx, adopted on July 6, 1915, initiating proceedings for grading, curbing and flagging Powell Avenue, from Tremont Avenue to Zerega Avenue.

This resolution affects three blocks, or about 2,200 feet, of Powell Avenue. A proceeding for acquiring title to the street from Virginia Avenue to Zerega Avenue, together with a number of other streets, was instituted by the Board of Estimate

and Apportionment on March 12, 1909. The oaths of the Commissioners of Estimate and Assessment were filed on October 4, 1911, and title to the land, where necessary, can be vested in the City at any time.

In a communication bearing date of July 21, 1915, the Acting Borough President has requested that a report upon this matter be prepared for the consideration of the Board at its next meeting. The work is petitioned for by twenty-four property owners representing 36 per cent. of the frontage, but the Board is advised that a recent canvass indicates that it is desired by the owners of 54 per cent. of the property affected, which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $24 to $60 per linear foot.

The work is estimated to cost about $19,000, and the average assessment will amount to about $4.50 per front foot, although in the easterly block where a large amount of fill is needed the actual cost will probably be considerably greater. The assessed valuation of the property to be benefited is reported to be $311,300.

An inspection of the ground shows that in the two westerly blocks an approximately graded roadway is in use, and that in the block adjoining Zerega Avenue a narrow roadway is in use along the natural surface, which appears to be about 10 feet lower than the established grade. A number of buildings have been erected upon the abutting property, some of which in the easterly block will be left with entrances below the finished surface.

In view of the substantial proportion of the frontage represented by those in favor of this improvement, it would appear that, in conformity with the rules of the Board, preliminary authorization might properly be now given, such action being recommended with the understanding that the curbing and flagging will not be installed until the embankment has been in place for a sufficient period to insure its stability. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of The Bronx has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Chester District, duly adopted by said Board on the 6th day of July, 1915, and approved by the President of the Borough of The Bronx on the 22d day of July, 1915, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For regulating, grading, setting curb, laying sidewalks and crosswalks, building approaches and erecting fences where necessary in Powell Avenue, from Tremont Avenue to Zerega Avenue, together with all work incidental thereto, in the Borough of The Bronx;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of The Bronx to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of The Bronx has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Rosedale Avenue, from Walker Avenue to Tremont Avenue (East 177th Street), Borough of The Bronx—Paving and Adjusting Curbing (Cal. No. 107).

The Secretary presented a resolution adopted on July 6, 1915, by the Local Board of the Chester District, Borough of The Bronx, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14852. July 23, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Chester District, Borough of The Bronx, adopted on July 6, 1915, initiating proceedings for adjusting the curbing, where necessary, and paving with bituminous concrete (preliminary pavement) Rosedale Avenue from Walker Avenue to Tremont Avenue (East 177th Street).

This resolution affects three blocks, or about 1,200 feet of Rosedale Avenue, title to which has been legally acquired.

In a communication bearing date of July 21, 1915, the Acting Borough President has requested that a report upon this matter be presented for the consideration of the Board at its next meeting. The work is petitioned for by twenty-one property owners representing 36 per cent. of the frontage, but the Board is advised that a recent canvass indicates that it is desired by the owners of at least 54 per cent. of the property affected which, in the interior lots, is assessed as having a value, excluding buildings, of $32 per linear foot.

The work is estimated to cost about $7,400, and it is estimated that the corresponding assessment on each side will amount to about $3 per front foot. The assessed valuation of the property to be benefited is reported to be $221,750.

An inspection of the ground shows that the street is graded, curbed and flagged, and that something like fifty houses have been erected on the abutting property, these involving the development of considerably more than 50 per cent. of the frontage. All of the subsurface structures have been provided. Walker Avenue and East 177th Street have been paved, and in each of these thoroughfares trolley facilities are available.

From the conditions above outlined it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of The Bronx has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Chester District, duly adopted by said Board on the 6th day of July, 1915, and approved by the President of the Borough of The Bronx on the 22d day of July, 1915, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For paving with bituminous concrete on a cement concrete foundation (preliminary pavement) the roadway of Rosedale avenue, from Walker avenue to Tremont avenue, adjusting curb where necessary, together with all work incidental thereto, in the Borough of The Bronx;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of The Bronx to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of The Bronx has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Kingsbridge Terrace, from Kingsbridge Road to the Summit Located About 420 Feet South of West 229th Street, Borough of The Bronx—Paving and Adjusting the Curbing (Cal. No. 108).

The Secretary presented a resolution adopted on July 13, 1915, by the Local Board of the Van Courtlandt District, Borough of The Bronx, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14853. July 23, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Van Courtlandt District, Borough of The Bronx, adopted on July 13, 1915, initiating proceedings for paving with bituminous concrete (preliminary pavement) Kingsbridge Terrace, from Kingsbridge Road to the summit located about 420 feet south of West 229th Street, and adjusting the curbing where necessary.

This resolution affects one and one-half blocks, or about 1,000 feet, of Kingsbridge Terrace, title to which has been legally acquired.

In a communication bearing date of July 22, 1915, the Acting Borough President has requested that a report upon this matter be prepared for the consideration of the Board at its next meeting, stating that the abutting property is 50 per cent. improved. The work is petitioned for by 13 property owners representing 42 per cent. of the frontage, which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $80 to $108 per linear foot.

The work is estimated to cost about $5,700, and it is estimated that the corresponding assessment on each side will amount to about $3 per front foot. The assessed valuation of the property to be benefited is reported to be $298,300.

An inspection of the ground shows that the street is graded, curbed and flagged and that 24 houses of a substantial character have been erected upon the abutting property, these involving the development of a little more than 50 per cent. of the frontage. All of the subsurface structures have been completed. In the adjoining sections the street is regulated and graded, but Kingsbridge Road is macadamized and trolley facilities are here available.

In view of the substantial development of the frontage, it would appear that, in conformity with the rules of the Board, preliminary authorization of this improvement might properly be now given, such action being recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of The Bronx has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Van Courtlandt District, duly adopted by said Board on the 13th day of July, 1915, and approved by the President of the Borough of The Bronx on the 22d day of July, 1915, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For paving with bituminous concrete on a cement concrete foundation (preliminary pavement) the roadway of Kingsbridge terrace, from Kingsbridge road to filed grade +110.0, south of West 229th street, adjusting curb where necessary, together with all work incidental thereto, in the Borough of The Bronx;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of The Bronx to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of The Bronx has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Borough of Queens.

President, Borough of Queens—Request for Immediate Authorization of Local Improvements (Cal. No. 109).

The Secretary presented the following report of the Chief Engineer, which was ordered printed in the minutes and filed:

Report No. 14849. July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—In the financial statement presented on this date, it is shown that the preliminary authorizations outstanding for the Borough of Queens, which relate to improvements, the urgency of which has already been recognized by the Board, aggregate in value $536,900, and that the balance available for final authorizations for this Borough during the year 1915, as fixed under the resolution adopted on June 25th, is $234,990.

There has been referred to your Engineer from time to time a large number of communications from the Borough President, bearing dates ranging from February 8, 1915, to July 22, 1915, in which it is urged that the Board give immediate consideration to the authorization of improvements which are deemed by him to be of a character which should not be delayed. The improvements to which these communications relate, aggregate 71 in number, and are estimated to cost a total of $643,200.

Some time ago it was pointed out by your Engineer that the granting of preliminary authorizations for improvements in the absence of funds for the conversion of preliminary authorizations into final during the current year, was inadvisable at this season. This suggestion was concurred in by the Committee on Assessments which, in a report submitted to and approved by the Board on June 25, 1915, advised that in its opinion it was "useless to grant further preliminary authorizations until those now outstanding which had been granted since July 1, 1914, shall have been converted into finals," and that "requests made for further preliminaries on the ground of urgency can properly be disregarded when there are outstanding preliminaries given several months where requests for finals have not been presented."

The matter is placed upon the calendar of the Board in order that any question as to the course to be pursued may be removed.

Respectfully, NELSON P. LEWIS, Chief Engineer.

Herald Avenue, Guion Avenue, Napier Avenue, Bedford Avenue, Greenwood Avenue and Chestnut Street, Borough of Queens—Amendment of Resolution Granting Preliminary Authorization for Sewers (Cal. No. 110).

The Secretary presented a resolution adopted on May 28, 1915, by the Local Board of the Jamaica District, Borough of Queens, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14855. July 23rd, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—At the meeting of the Board of Estimate and Apportionment held on April 1st, 1915, and in accordance with a resolution of the Local Board of the Jamaica District, Borough of Queens, adopted on January 22nd previous, preliminary authorization was granted for constructing sewers in the following streets: Herald Avenue, from Forest Park to the crown 410 feet south of Brandon Avenue; Guion Avenue, from Myrtle Avenue to the crown 625 feet south of Brandon Avenue; Napier Avenue, from Myrtle Avenue to the crown 650 feet south of Brandon Avenue; Bedford Avenue, from Myrtle Avenue to Jamaica Avenue; Greenwood Avenue, from Myrtle Avenue to Jamaica Avenue; Chestnut Street, from Myrtle Avenue to Jamaica Avenue.

The work was estimated to cost about $23,200, and the assessed valuation of the land to be benefited was reported to be $813,775.

Subsequently a permit was granted for the construction by private contract of the sewer in Napier Avenue and that portion of the one in Herald Avenue south of Brandon Avenue, and at the recommendation of the Engineer of Sewers, the Local Board on May 28th, 1915, adopted a new resolution, which is herewith transmitted, amending its resolution of January 22nd, under which the proceeding was originally initiated, by excluding provision for this work.

The work as now contemplated is estimated to cost about $20,100, and the assessed valuation of the land to be benefited is stated to be $651,075.

In my judgment the amendment now proposed is a proper one, and I would recommend that the resolution of April 1st, 1915, under which preliminary authorization was given, be modified to conform with the later Local Board resolution.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment on April 1, 1915, granting preliminary authorization for the construction of a sewer and appurtenances in Herald Avenue, from Forest Park to the Crown 410 feet south of Brandon avenue; Guion avenue, from Myrtle avenue to the Crown 625 feet south of Brandon avenue; Napier avenue, from Myrtle avenue to the Crown 650 feet south of Brandon avenue; Bedford avenue, from Myrtle avenue to Jamaica avenue; Greenwood avenue, from Myrtle avenue to Jamaica avenue; Chestnut street, from Myrtle avenue to Jamaica avenue, Fourth Ward of the Borough of Queens, be and the same is hereby amended by excluding therefrom provision for the sewer in Napier avenue and for the section of the sewer in Herald avenue south of Brandon avenue, the amended resolution to read as follows:

Whereas, the President of the Borough of Queens has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 28th day of May, 1915, and approved by the President of the Borough of Queens on the 3d day of June, 1915, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For the construction of a sewer and appurtenances in Herald avenue, from Forest Park to Brandon avenue; Guion avenue, from Myrtle avenue to the Crown 625 feet south of Brandon avenue; Bedford avenue, from Myrtle avenue to Jamaica avenue; Greenwood avenue, from Myrtle avenue to Jamaica avenue, Fourth Ward of the Borough of Queens;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Queens to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Queens has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Borough of Richmond.

Barrett Boulevard, from Duer Lane to Havenwood Road, Borough of Richmond—Grading, Curbing, Flagging, Reflagging and Paving (Cal. No. 111).

The Secretary presented a resolution of the Local Board of the Staten Island District, Borough of Richmond, adopted on March 30, 1915, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14814. July 14, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Staten Island District, Borough of Richmond, adopted on March 30, 1915, initiating proceedings for grading, curbing, flagging and reflagging, constructing brick gutters (permanent pavement), and paving the roadways with bituminous macadam (preliminary pavement) Barrett Boulevard from Duer Lane to Havenwood Road.

This resolution affects two blocks or about 1,500 feet of Barrett Boulevard, which the Corporation Counsel advises is dedicated to public use.

In a communication bearing date of April 17, 1915, the Engineer in Charge has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. Information is presented showing that the abutting property is more than 50 per cent. improved. The work is petitioned for by four property owners representing 13 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $12 to $14 per linear foot.

The work is estimated to cost about $17,600, and it is estimated that the corresponding assessment on each side will amount to about $6 per front foot. The assessed valuation of the land to be benefited is reported to be $89,250.

An inspection of the ground shows that in the westerly block the roadway is approximately graded, and that in the easterly block a narrow roadway is in use on each side of a central space which it is intended to improve as a mall. Six buildings have been erected upon the property abutting on the northerly side, and the entire southerly frontage is occupied by Silver Lake Park, within the limits of which the City is now constructing a large reservoir. In view of its ownership of the park area the City will be subject to an assessment of about $9,000, and if the land is here construed to be improved, and on this basis only, the abutting property is considerably more than 50 per cent. developed. With the exception of the gas main, all of the subsurface structures have been provided.

If the owners of the abutting property that is available for private development are prepared to defray their portion of the expense of this improvement, it would appear that the City might reasonably be called upon to now improve the street, and the Board may desire to accord favorable consideration. At the request of the Borough authorities the matter is placed on the calendar for such action as the Board may deem proper, but it should be noted that the petitioners represent only about 26 per cent. of the private property, and that the expense will be relatively high, in some cases closely approximating 50 per cent. of the assessed land value. If preliminary authorization is granted, the authorization of the construction should be deferred until arrangements have been made for laying the gas main.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, The President of the Borough of Richmond has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Staten Island District, duly adopted by said Board on the 30th day of March, 1915, and approved by the President of the Borough of Richmond on the 31st day of March, 1915, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"To regulate and grade Barrett Boulevard, from Duer lane to the west house line of Havenwood road, in the First Ward; to pave the roadways thereof with bituminous macadam (preliminary pavement); lay vitrified brick gutters (permanent pavement); build cement curb with steel nosing; lay, renew or relay cement sidewalk, and to do all work incidental thereto;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, That the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Richmond to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, That the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Richmond has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Frelinghuysen Road, from Duer Lane to Havenwood Road, Borough of Richmond—Grading, Flagging and Reflagging, Constructing Gutters and Paving (Cal. No. 112).

The Secretary presented a resolution of the Local Board of the Staten Island District, Borough of Richmond, adopted on March 30, 1915, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14812. July 14, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a resolution of the Local Board of the Staten Island District, Borough of Richmond, adopted on March 30, 1915, initiating proceedings for grading, curbing, flagging and reflagging, constructing brick gutters (permanent pavement), and paving the roadway with bituminous macadam (preliminary pavement), Frelinghuysen Road from Duer Lane to Havenwood Road.

This resolution affects two blocks or about 1,500 feet of Frelinghuysen Road, which the Corporation Counsel advises is dedicated to public use.

In a communication bearing date of April 17, 1915, the Engineer in Charge has requested that a report upon this matter be presented for the consideration of the Board at as early a date as possible. Information is presented intended to show that the muddy condition of the roadway during wet weather is a menace both to the public health and to the safety of public travel. The work is petitioned for by nine property owners representing 28 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, ranging from $10 to $12 per linear foot.

The work is estimated to cost about $9,200, and it is estimated that the corresponding assessment on each side will amount to a little over $3.40 per front foot. The assessed valuation of the land to be benefited is reported to be $102,230.

An inspection of the ground shows that the street is in use through the entire distance; there is no curbing but the flagging is largely provided. Thirteen houses of a substantial character have been erected upon the abutting property, these, however, involving the development of only a little more than 30 per cent. of the frontage. With the exception of the gas main, all of the subsurface structures have been provided.

Although a desirable one to carry out, this improvement does not seem to fall within any of the rules of the Board defining urgency, but at the request of the Borough authorities the matter is presented for such action as the Board may deem proper. If preliminary authorization is granted, the authorization of the construction should be deferred until arrangements have been made for laying the gas main.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, the President of the Borough of Richmond has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Staten Island District, duly adopted by the said Board on the 30th day of March, 1915, and approved by the President of the Borough of Richmond on the 31st day of March, 1915, as follows, to wit:

"Resolved, that this Board does hereby initiate proceedings for the said local improvement, to wit:

"To regulate and grade Frelinghuysen road from Duer lane to Havenwood road, in the First Ward; to pave the roadway thereof with bituminous macadam (preliminary pavement); lay vitrified brick gutters (permanent pavement); build cement curb with steel nosings; lay, relay or renew cement sidewalks, and to do all work incidental thereto;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, that the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Richmond to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary line of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, that the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Richmond has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Havenwood Road, from Barrett Boulevard to Castleton Avenue, Borough of Richmond—Grading, Curbing, Flagging and Reflagging, Constructing Gutters and Paving (Cal. No. 113).

The Secretary presented a resolution of the Local Board of the Staten Island District, Borough of Richmond, adopted on March 30, 1915, initiating proceedings for this improvement; and the following report of the Chief Engineer:

Report No. 14815. July 14th, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment.*

Sir—Herewith is transmitted a resolution of the Local Board of the Staten Island District, Borough of Richmond, adopted on March 30th, 1915, initiating pro-

ceedings for grading, curbing, flagging and reflagging, constructing brick gutters (permanent pavement), and paving with bituminous macadam (preliminary pavement) Havenwood Road, from Barrett Boulevard to Castleton Avenue.

This resolution affects two blocks or about 500 feet of Havenwood Road, which the Corporation Counsel advises is dedicated to public use.

In a communication bearing date of April 17th, 1915, the Engineer in Charge has requested that a report upon this matter be prepared for the consideration of the Board at as early a date as possible. Information is presented from which it appears that this street will serve as a needed connecting link for traffic between Castleton Avenue and Richmond Turnpike via a new road to be constructed by the Board of Water Supply across the dams of Silver Lake Reservoir, and that this will be the only thoroughfare connecting this section with the territory located on the south of Silver Lake Park. The improvement is petitioned for by three property owners representing 42 per cent. of the frontage which, in the interior lots, is assessed as having a value, excluding buildings, of $11 per linear foot.

The work is estimated to cost about $3,800, and it is estimated that the corresponding assessment on each side will amount to about $4.60 per front foot. The assessed valuation of the land to be benefited is reported to be $96,070.

An inspection of the ground shows that the roadway is approximately graded, and that the curbing and flagging have been provided but are in a poor condition of repair. Five houses have been erected upon the abutting property, but these involve the development of only a little more than 30 per cent. of the frontage. With the exception of the gas main, all of the subsurface structures have been provided. The Silver Lake Reservoir is at the present time under construction, and I am informally advised at the office of the Board of Water Supply that the connecting road referred to across the Reservoir dams will probably be available during the Spring of 1916.

Excepting in so far as the street will serve as a connecting link for traffic, this improvement does not appear to fall within any of the rules of the Board defining urgency. At the request of the borough authorities, however, the matter is placed on the calendar for such action as the Board may deem proper. It should be noted that the expense will be relatively high closely approximating one-half of the assessed land value. If preliminary authorization is now granted, the authorization of the construction should be deferred until arrangements have been made for laying the gas main.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

Whereas, the President of the Borough of Richmond has transmitted to the Board of Estimate and Apportionment a copy of a resolution of the Local Board of the Staten Island District, duly adopted by the said Board on the 30th day of March, 1915, and approved by the President of the Borough of Richmond on the 31st day of March, 1915, as follows, to wit:

"Resolved, that this Board does hereby initiate proceedings for the said local improvement, to wit:

"To regulate and grade Havenwood road from Barrett Boulevard to Castleton avenue, in the First Ward; to pave the roadway thereof with bituminous macadam (preliminary pavement); lay vitrified brick gutters (permanent pavement); build cement curb with steel nosing; lay, relay or renew cement sidewalk, and to do all work incidental thereto;"

—and which resolution is accompanied with an approximate estimate of the cost of the work and the assessed value of the property benefited.

Resolved, that the Board of Estimate and Apportionment hereby authorizes the President of the Borough of Richmond to prepare plans, specifications and an estimate of cost based on actual survey, and also to secure a determination of the boundary line of the district of assessment; the entire expense of the work done subsequent to the date of this authorization to be charged against the Street Improvement Fund and later included in the assessment.

Resolved, that the Board of Estimate and Apportionment will consider the authorization of the construction of the said proposed improvement after the President of the Borough of Richmond has submitted a statement showing that all of the above described work has been done, that he has secured the approval of the form of contract by the Corporation Counsel, that he is prepared to place the improvement under contract as soon as he receives the consent of the Board, and that the assessment map will be completed on or before the date of payment on acceptance; this report being accompanied by a further statement showing the quantity of work to be performed under each item and the unit price thereof, the expense incurred for preliminary work, the allowance to be made for additional engineering and contingencies, the total probable cost, and the number of working days to be allowed the contractor for carrying out the work.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Final Authorization.

Borough of Manhattan.

The Secretary presented the following report of the Chief Engineer relating to Calendar Numbers 114 to 116 inclusive:

Report No. 14826. July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith are transmitted communications from the President of the Borough of Manhattan, advising that all of the conditions imposed by the Board prior to the authorization of the following local improvements have been complied with.

1. Stairway on the southerly side of West 138th Street to connect with the easterly side of Riverside Drive.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on April 1, 1915, at which time information was presented to show that its probable cost would be about $2,100. The Borough President states that the time to be allowed for the completion of the improvement is 40 days, and that the expense incurred for the preliminary work amounts to $150.50.

The work to be done comprises the following: 48 cubic yards earth and masonry excavation; 20 cubic yards granite walls; 406 cubic feet granite steps and balustrades. The cost of the improvement is now estimated to be $2,700.

2. Sewer in Elwood Street from Nagle Avenue to Sherman Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on June 11, 1915, at which time information was presented to show that its probable cost would be about $7,400. The Borough President states that the time to be allowed for the completion of the improvement is 50 days, and that the expense incurred for the preliminary work amounts to $175.

The work to be done comprises the following: 309 linear feet 15-inch pipe sewer; 257 linear feet 20-inch pipe sewer; 6 manholes; 2 receiving basins. The cost of the improvement is now estimated to be $7,100.

3. Alteration and improvement of the sewer in 1st Avenue from East 92d Street to East 93d Street.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on April 30, 1915, at which time information was presented to show that its probable cost would be about $6,400. The Borough President states that the time to be allowed for the completion of the improvement is 40 days, and that the expense incurred for the preliminary work amounts to $175.

The work to be done comprises the following: 293 linear feet 3-foot-6-inch by 2-foot-4-inch brick sewer; 3 manholes; 1 receiving basin. The cost of the improvement is now estimated to be $5,100.

The urgency of these improvements was established at the time when the preliminary authorizations were given, and it is recommended that the construction work be now authorized.

Respectfully, NELSON P. LEWIS, Chief Engineer.

West 138th Street, Southerly Side, to Connect with the Easterly Side of Riverside Drive, Manhattan—Stairway (Cal. No. 114).

The following was offered:

A copy of a resolution of the Local Board of the Washington Heights District, duly adopted by said Board on the 7th day of July, 1914, and approved by the President of the Borough of Manhattan on the 8th day of July, 1914, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit;

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"To construct a stairway on the south side of West 138th Street to connect with the easterly side of Riverside Drive,"

—and thereupon, on the 1st day of April, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Manhattan to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Manhattan had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Manhattan, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $2,700; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit the sum of $1,461,000, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Elwood Street, from Nagle Avenue to Sherman Avenue, Manhattan—Sewer (Cal. No. 115).

The following was offered:

A copy of a resolution of the Local Board of the Washington Heights District, duly adopted by said Board on the 4th day of May, 1915, and approved by the President of the Borough of Manhattan on the 5th day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit;

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"To construct sewer in Elwood Street, between Nagle Avenue and Sherman Avenue;"

—and thereupon, on the 11th day of June, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Manhattan to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Manhattan had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Manhattan, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $7,100; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $1,114,200, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

1st Avenue, from East 92nd Street to East 93rd Street, Manhattan—Alteration and Improvement to Sewer (Cal. No. 116).

The following was offered:

A copy of a resolution of the Local Board of the Harlem District, duly adopted by said Board on the 8th day of December, 1914, and approved by the President of the Borough of Manhattan on the 10th day of December, 1914, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"Alteration and improvement to sewer in First avenue, between 92d and 93d streets;"

—and thereupon, on the 30th day of April, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Manhattan to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the proposed improvement after the President of the Borough of Manhattan had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Manhattan, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $5,100; and a statement of the assessed value according to the last preceeding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $17,826,000 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Dyckman Street and the Hudson River, Manhattan—Alteration and Improvement to Outlet Sewer and Construction of Submerged Outlet and Screening Chamber.

Sewerage District No. 26-W Manhattan—Modification in Drainage Plan (Cal. No. 117).

The Secretary presented the following report of the Chief Engineer:

Report No. 14860. July 24th, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—At the meeting of the Board of Estimate and Apportionment held on July 1st, 1915, preliminary authorization was given for constructing an alteration and improvement to the outlet sewer at Dyckman Street and the Hudson River, in the Borough of Manhattan, the project including the construction of a submerged outlet and screening chamber.

At that time information was presented to show that the work was estimated to cost about $62,000, and it was understood that the authorization of the construction

would be deferred until after a plan had been presented providing for incorporating the modification proposed upon the City Drainage Plan.

There are herewith transmitted two communications from the Acting Borough President, bearing dates respectively of July 22nd and July 23rd, 1915, in the former of which final authorization of this improvement is requested, while with the latter is presented the amendatory drainage map. The Board is advised that it is proposed to carry out the project under two contracts, one of which will include the screening chamber and appurtenances, while the other will relate to all of the remaining work. In the former case it is proposed to allow 90 days for the completion of the improvement, and in the latter 150 days, and it is intended to so co-ordinate the contracts that the work will be completed about simultaneously. It has not been possible to complete the preliminary work relating to the screening chamber, but all of the conditions imposed by the Board prior to the final authorization have in all other respects been completed, and in view of the extreme urgency of relieving the unsanitary conditions existing at this point, it is requested that the usual requirements be waived with respect to the screening chamber and that final authorization be immediately granted. It is estimated that the expense incurred for the preliminary work up to the present time amounts to $850.

The work to be done comprises the following: 235 linear feet 5-foot by 9-foot storm sewer; 1,150 linear feet 3-foot circular sanitary sewer; 110 linear feet 16-inch cast iron pipe sewer; 16 manholes; 1 drop well; 1 transition chamber; 1 screening chamber, including screen. The cost of the improvement is now estimated to be $79,300.

The amendatory drainage plan provides for separating the dry weather flow from the existing combined sewer at a point opposite B Street and for carrying it through a 36-inch pipe to a screening chamber located just outside of the present shore line, where the suspended matters will be removed and the liquids carried through a 16-inch pipe to an ultimate point of outfall at the bulkhead line. The present combined sewer, which outlets at the high water line, will be carried outshore to a point opposite the screening chamber.

The plan appears to be a proper one and its approval is recommended.

While the treatment requested by the Acting Borough President would be undesirable to follow generally and the acquiescence of the Board in it should not in any way be construed as a precedent, I believe that the improvements in this case are such that the actual work of construction should be begun at as early a date as possible, and it would appear that such conditions as have been imposed by the Board and have not as yet been complied with might properly be waived.

I would accordingly also recommend that the construction work be authorized.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves modified drainage plan for Sewerage District No. 26-W, Borough of Manhattan, showing location, sizes and grades of sewers in Dyckman street, between Prescott avenue and the pierhead and bulkhead line as established in 1915, bearing the signature of the Acting President of the Borough and dated July 21, 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens, and the Acting President of the Borough of Richmond—16.

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The following was offered:

A copy of a resolution of the Washington Heights District, duly adopted by said Board on the 29th day of June, 1915, and approved by the President of the Borough of Manhattan on the 30th day of June, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"Alteration and improvement to outlet sewer at Dyckman Street and the Hudson River, including the construction of submerged outlet and screening chamber, complete;"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Manhattan to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Manhattan had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Manhattan, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $79,300; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $36,000,000 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Borough of Brooklyn.

The Secretary presented the following report of the Chief Engineer relating to Calendar Numbers 118 to 132 inclusive:

Report No. 14827. July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith are transmitted communications from the President of the Borough of Brooklyn, advising that all of the conditions imposed by the Board prior to the authorization of the following local improvements have been complied with:

1. Sewer in Dumont Avenue, from Cleveland Street to Ashford Street.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $900. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $34.43.

The work to be done comprises the following: 175 linear feet 12-inch pipe sewer, 2 manholes. The cost of the improvement is now estimated to be $500.

2. Sewer in Clara Street, from 36th Street to West Street.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $4,500. The Borough President states that the time to be allowed for the completion of the improvement is 60 days, and that the expense incurred for the preliminary work amounts to $58.03.

The work to be done comprises the following: 40 linear feet 15-inch pipe sewer, 1,170 linear feet 12-inch pipe sewer, 11 manholes. The cost of the improvement is now estimated to be $2,900.

3. Sewer in Kenmore Place, from Avenue G to a point 520 feet southerly therefrom.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $1,500. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $53.62.

The work to be done comprises the following: 40 linear feet 18-inch pipe sewer, 520 linear feet 15-inch pipe sewer, 5 manholes. The cost of the improvement is now estimated to be $1,400.

4. Curbing and recurbing 83rd Street, from 7th Avenue to 12th Avenue, paving with granite block (permanent pavement) for a width of 12 feet, centrally located, from 12th Avenue to a point 500 feet westerly therefrom and the remaining portion of the roadway with asphalt (permanent pavement), from 7th Avenue to 12th Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $19,300. The Borough President states that the time to be allowed for the completion of the improvement is 35 days, and that the expense incurred for the preliminary work amounts to $15.57.

The work to be done comprises the following: 3,870 linear feet new and old curbing, 5,785 square yards asphalt pavement, 665 square yards granite block pavement. The cost of the improvement is now estimated to be $14,200.

5. Paving with asphalt (permanent pavement) West 15th Street from Neptune Avenue to Canal Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $5,000. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $8.05.

The work to be done comprises the laying of 2,255 square yards of asphalt pavement. The cost of the improvement is now estimated to be $3,600.

6. Sewer in 54th Street from 15th Avenue to 16th Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $2,000. The Borough President states that the time to be allowed for the completion of the improvement is 40 days, and that the expense incurred for the preliminary work amounts to $42.73.

The work to be done comprises the following: 645 linear feet 12-inch pipe sewer, 5 manholes, 1 receiving basin. The cost of the improvement is now estimated to be $1,800.

7. Paving with asphalt (preliminary pavement) Lincoln Place from Howard Avenue to East New York Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $2,000. The Borough President states that the time to be allowed for the completion of the improvement is 20 days, and that the expense incurred for the preliminary work amounts to $9.07.

The work to be done comprises the laying of 895 square yards of asphalt pavement. The cost of the improvement is now estimated to be $1,400.

8. Paving with asphalt (permanent pavement) Kings Highway from Coney Island Avenue to East 16th Street.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $14,000. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $22.99.

The work to be done comprises the laying of 6,975 square yards of asphalt pavement. The cost of the improvement is now estimated to be $11,000.

9. Curbing, flagging and paving with asphalt (permanent pavement) Union street from Utica avenue to Schenectady avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $5,700. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $14.64.

The work to be done comprises the following: 2,435 square yards asphalt pavement, 550 linear feet cement curbing, 2,750 square feet cement sidewalk. The cost of the improvement is now estimated to be $4,600.

10. Grading, curbing and flagging Kenmore place from Avenue G to a line 520 feet southerly therefrom.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $1,800. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $32.12.

The work to be done comprises the following: 30 cubic yards excavation, 230 linear feet filling, 1,080 linear feet cement curbing, 2,790 square feet cement sidewalk. The cost of the improvement is now estimated to be $1,100.

11. Sewer in Rochester avenue from Union street to Eastern Parkway.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $700. The Borough President states that the time to be allowed for the completion of the improvement is 15 days, and that the expense incurred for the preliminary work amounts to $21.30.

The work to be done comprises the following: 150 linear feet 12-inch pipe sewer, 1 manhole. The cost of the improvement is now estimated to be $400.

12. Sewer in East 26th street from Avenue M to Avenue N.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $1,800. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $42.15.

The work to be done comprises the following: 750 linear feet 12-inch pipe sewer, 7 manholes. The cost of the improvement is now estimated to be $2,000.

13. Grading, curbing and flagging Sackman Street, from Livonia Avenue to Riverdale Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $1,700. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $33.60.

The work to be done comprises the following: 740 cubic yards excavation, 920 linear feet cement curbing, 3,590 square feet cement sidewalk. The cost of the improvement is now estimated to be $1,300.

14. Paving with asphalt (permanent pavement) Sackman Street from Livonia Avenue to Riverdale Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $3,500. The Borough President states that the time to be allowed for the completion of the improvement is 20 days, and that the expense incurred for the preliminary work amounts to $9.85.

The work to be done comprises the laying of 1,716 square yards of asphalt pavement. The cost of the improvement is now estimated to be $2,700.

15. Paving with asphalt (preliminary pavement) 66th Street from 5th Avenue to 7th Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 1, 1915, at which time information was presented to show that its probable cost would be about $9,400. The Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $9.42.

The work to be done comprises the laying of 5,285 square yards of asphalt pavement. The cost of the improvement is now estimated to be $7,700.

The urgency of these improvements was established at the time when the preliminary authorizations were given and it is recommended that the construction work be now authorized.

It is also recommended that title be vested in the City on September 1, 1915, to the following streets: 54th Street, from 15th Avenue to 16th Avenue; Sackman Street, from Livonia Avenue to Riverdale Avenue. Respectfully,

NELSON P. LEWIS, Chief Engineer.

Dumont Avenue, from Cleveland Street to Ashford Street, Brooklyn—Sewer (Cal. No. 118).

The following was offered:

A copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 28th day of April, 1915, and approved by the President of the Borough of Brooklyn on the 20th day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates

proceedings to construct a sewer in Dumont Avenue, from Cleveland street to Ashford street;"

—and thereupon on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $500; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $19,100, having also been presented, it is

Resolved, that the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Clara Street, from 36th Street to West Street, Brooklyn—Sewer (Cal. No. 119).

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 14th day of August, 1912, and approved by the President of the Borough of Brooklyn on the 20th day of December, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to construct a sewer in Clara street, from 36th street to West street;"

—and thereupon on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $2,900; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $71,825, having also been presented, it is

Resolved, that the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Kenmore Place, from Avenue G to a Point 520 Feet Southerly Therefrom, Brooklyn—Sewer (Cal. No. 120).

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 21st day of April 1915, and approved by the President of the Borough of Brooklyn on the 1st day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby amends resolution of October 15, 1914, initiating proceedings to construct a sewer in Kenmore Place, from Avenue G to Avenue H, by excluding therefrom the southerly end of the block and by making the amended resolution read as follows:

"'To construct a sewer in Kenmore Place, from Avenue G to a line 520 feet southerly therefrom';"

—and thereupon on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $1,400; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $272,650, having also been presented, it is

Resolved, that the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

83d Street, from 7th Avenue to 12th Avenue, from 12th Avenue to a Point 500 Feet Westerly Therefrom, and Through the Remaining Portion of the Roadway from 7th Avenue to 12th Avenue, Brooklyn—Curbing, Recurbing and Paving (Cal. No. 121).

The following was offered:

A copy of a resolution of the Local Board of the Bay Ridge District, duly adopted by said Board on the 31st day of March, 1915, and approved by the President of the Borough of Brooklyn on the 1st day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Bay Ridge District hereby amends resolution of February 27, 1913, initiating proceedings to set and reset curb on concrete on 83d street, from 7th avenue to 12th avenue, and to lay a permanent granite block pavement on a strip 12 feet in width in the centre of the roadway, from 12th avenue to a point 500 feet westerly thereof, and to lay a preliminary asphalt pavement on a 4-inch concrete foundation on the balance of the roadway, from 7th avenue to 12th avenue, by providing for a permanent asphalt pavement on a 6-inch concrete foundation in place of a preliminary asphalt pavement on a 4-inch concrete foundation, so as to make the amended resolution read as follows:

"'To set and reset curb on concrete on 83d street, from 7th avenue to 12th avenue, and to lay a permanent granite block pavement on a strip 12 feet in width in the centre of the roadway, from 12th avenue to a point 500 feet westerly thereof, and to lay a permanent asphalt pavement on a 6-inch concrete foundation on the balance of the roadway from 7th avenue to 12th avenue;'"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $14,200; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $114,000, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

West 15th Street, from Neptune Avenue to Canal Avenue, Brooklyn—Paving (Cal. No. 122).

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 15th day of October, 1914, and approved by the President of the Borough of Brooklyn on the 5th day of April, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to lay a permanent asphalt pavement on West 15th street, from Neptune avenue to Canal avenue;"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey, and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $3,600; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $76,750, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

54th Street, from 15th Avenue to 16th Avenue, Brooklyn—Sewer.
54th Street, from 15th Avenue to 16th Avenue, Brooklyn—Vesting Title (Cal. No. 123).

The following was offered:

Whereas, The Board of Estimate and Apportionment, on the 21st day of March, 1912, adopted a resolution requesting the Corporation Counsel to institute proceedings to acquire title, in fee wherever the same has not heretofore been acquired, for the use of the public, to the lands, tenements and hereditaments that shall or may be required for the purpose of opening and extending 55th street, from 16th avenue to 19th avenue; and 54th street, from Fort Hamilton avenue to 11th avenue, from New Utrecht avenue to 13th avenue, and from 15th avenue to 19th avenue, excluding in each case the right of way of the Long Island Railroad, in the Borough of Brooklyn, City of New York; and

Whereas, Commissioners of Estimate and Assessment have been appointed by the Supreme Court, in proceedings to acquire title to said streets, and the oaths of said Commissioners of Estimate and Assessment were duly filed as required by law on the 24th day of October, 1913;

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of the Greater New York Charter, as amended, directs that upon the 1st day of September, 1915, the title in fee to each and every piece or parcel of land lying within the lines of said Fifty-fourth street, from 15th avenue to 16th avenue, in the Borough of Brooklyn, City of New York, so required, shall be vested in The City of New York.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 21st day of April, 1915, and approved by the President of the Borough of Brooklyn on the 1st day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to construct a sewer in 54th street, from 15th avenue to 16th avenue;"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $1,800; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $133,850 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole

of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Lincoln Place, from Howard Avenue to East New York Avenue, Brooklyn—Paving (Cal. No. 124).

The following was offered:

A copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 2d day of July, 1913, and approved by the President of the Borough of Brooklyn on the 8th day of July, 1914, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby amends resolution of December 5, 1912, initiating proceedings to lay a preliminary asphalt pavement on a 4-inch concrete foundation on Lincoln place, from Eastern Parkway to East New York avenue, by excluding that portion of Lincoln place, from Eastern Parkway to Howard avenue, and to make the amended resolution read as follows:

"'To lay a preliminary asphalt pavement on a 5-inch concrete foundation on Lincoln place, from Howard avenue to East New York avenue';"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $1,400; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $58,700 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Kings Highway, from Coney Island Avenue to East 16th Street, Brooklyn—Paving (Cal. No. 125).

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 6th day of July, 1914, and approved by the President of the Borough of Brooklyn on the 17th day of June, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to lay a permanent asphalt pavement on a 6-inch concrete foundation on Kings Highway, from Coney Island avenue to East 16th street;"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $11,000; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $685,000 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Union Street, from Utica Avenue to Schenectady Avenue, Brooklyn—Paving, Curbing and Flagging (Cal. No. 126).

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 21st day of April, 1915, and approved by the President of the Borough of Brooklyn on the 14th day of June, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to set cement curb and lay cement sidewalks and lay a permanent asphalt pavement on Union Street, from Utica Avenue to Schenectady Avenue;"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $4,600; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $97,050, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Kenmore Place, from Avenue G to a Line 520 Feet Southerly Therefrom, Brooklyn—Regulating and Grading (Cal. No. 127).

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 21st day of April, 1915, and approved by the President of the Borough of Brooklyn on the 1st day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby amends resolution of October 15, 1914, initiating proceedings to regulate, grade, set cement curb and lay cement sidewalks on Kenmore Place, from Avenue G to Avenue H, by excluding therefrom the southerly end of the block and by making the amended resolution read as follows:

"'To regulate, grade, set cement curb and lay cement sidewalks on Kenmore Place, from Avenue G to a line 520 feet southerly therefrom;'"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $1,100; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $65,800, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Rochester Avenue, from Union Street to Eastern Parkway, Brooklyn—Sewer (Cal. No. 128).

The following was offered:

A copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 15th day of April, 1914, and approved by the President of the Borough of Brooklyn on the 29th day of May, 1914, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to construct a sewer in Rochester Avenue, from Union Street to Eastern Parkway;"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $400; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $32,800, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

East 26th Street, from Avenue M to Avenue N, Brooklyn—Sewer (Cal. No. 129).

The following was offered:

A copy of a resolution of the Local Board of the Flatbush District, duly adopted by said Board on the 21st day of April, 1915, and approved by the President of the Borough of Brooklyn on the 20th day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the Flatbush District hereby initiates proceedings to construct a sewer in East 26th Street, from Avenue M to Avenue N;"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $2,000; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $41,550, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Sackman Street, from Livonia Avenue to Riverdale Avenue, Brooklyn—Regulating and Grading.

Sackman Street, from Livonia Avenue to Riverdale Avenue, Brooklyn—Vesting Title (Cal. No. 130).

The following was offered:

Whereas, The Board of Estimate and Apportionment on the 12th day of December, 1912, adopted a resolution requesting the Corporation Counsel to institute proceedings to acquire title, in fee wherever the same has not heretofore been acquired, for the use of the public, to the lands, tenements and hereditaments that shall or may be

required for the purpose of opening and extending Sackman Street from Livonia Avenue to Riverdale Avenue, and from Newport Street to a point 220 feet north of Vienna Avenue in the Borough of Brooklyn, City of New York and

Whereas, Commissioners of Estimate and Assessment have been appointed by the Supreme Court, in proceedings to acquire title to said street, and the oaths of said Commissioners of Estimate and Assessment were duly filed as required by law on the 5th day of November, 1914;

Resolved, That the Board of Estimate and Apportionment of The City of New York in pursuance of the provisions of the Greater New York Charter, as amended, directs that upon the 1st day of September, 1915, the title in fee to each and every piece or parcel of land lying within the lines of said Sackman Street from Livonia Avenue to Riverdale Avenue in the Borough of Brooklyn, City of New York, so required, shall be vested in The City of New York.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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The following was offered:

A copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 28th day of April, 1915, and approved by the President of the Borough of Brooklyn on the 20th day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to regulate, grade, set cement curb and lay cement sidewalks where necessary on Sackman Street, from Livonia Avenue to Riverdale Avenue;"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $1,300; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $57,400, having also been presented, it is

Resolved, That the resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Sackman Street, from Livonia Avenue to Riverdale Avenue, Brooklyn—Paving (Cal. No. 131).

The following was offered:

A copy of a resolution of the Local Board of the New Lots District, duly adopted by said Board on the 28th day of April, 1915, and approved by the President of the Borough of Brooklyn on the 20th day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That the Local Board of the New Lots District hereby initiates proceedings to lay a permanent asphalt pavement on Sackman Street, between Livonia Avenue and Riverdale Avenue;"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $2,700; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $57,400, having also been presented, it is

Resolved, That the resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

66th Street, from 5th Avenue to 7th Avenue, Brooklyn—Paving (Cal. No. 132).

The following was offered:

A copy of a resolution of the Local Board of the Bay Ridge District, duly adopted by said Board on the 31st day of March, 1915, and approved by the President of the Borough of Brooklyn on the 20th day of May, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit;

"Resolved, That the Local Board of the Bay Ridge District hereby amends resolution of June 27, 1912, initiating proceedings to lay a preliminary asphalt pavement on a 4-inch concrete foundation on 66th Street, from 5th Avenue to 7th Avenue, by providing for a preliminary asphalt pavement on a 5-inch concrete foundation, so as to make the amended resolution read as follows:

"'To lay a preliminary asphalt pavement on a 5-inch concrete foundation on 66th Street, from 5th Avenue to 7th Avenue';"

—and thereupon, on the 1st day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Brooklyn to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Brooklyn had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Brooklyn, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $7,700; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $163,100, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Borough of The Bronx.

Haviland Avenue, from Tremont Avenue (East 177th Street) to Castle Hill Avenue, The Bronx—Regulating, Grading and Paving (Cal. No. 133).

The Secretary presented the following report of the Chief Engineer:

Report No. 14859. July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Acting President of the Borough of The Bronx, advising that all of the conditions which it is the practice of the Board to impose prior to the final authorization of local improvements have been complied with in the matter of the following:

Grading, curbing, flagging and paving with bituminous concrete (preliminary pavement) Haviland Avenue from Tremont Avenue (East 177th Street) to Castle Hill Avenue.

The Acting Borough President states that the time to be allowed for the completion of this improvement is 15 days, and that no charges have been made against the Street Improvement Fund.

The work to be done comprises the following: 35 cubic yards excavation, 100 linear feet curbing, 700 square feet cement sidewalk, 435 square yards bituminous concrete pavement. The cost of the improvement is estimated to be $1,000.

A report recommending the preliminary authorization of this improvement has already been prepared, and is now before the Board for consideration. Assuming that it will meet with approval, there seems to be no reason to prevent the final authorization now requested, and such action is recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

A copy of a resolution of the Local Board of the Chester District, duly adopted by said Board on the 6th day of July, 1915, and approved by the President of the Borough of The Bronx on the 21st day of July, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit;

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For regulating, grading, setting curb, laying sidewalks and crosswalks, building approaches and erecting fences where necessary in, and paving with bituminous concrete on a cement concrete foundation (preliminary pavement), the roadway of Haviland Avenue, from Tremont Avenue to Castlehill avenue, together with all work incidental thereto, in the Borough of The Bronx;"

—and thereupon, on the 29th day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of The Bronx to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of The Bronx had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of The Bronx, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $1,000; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $32,300, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Starling Avenue, from Olmstead Avenue to Unionport Road; Unionport Road, from Starling Avenue to McGraw Avenue, and McGraw Avenue, from Unionport Road to Pugsley Avenue, The Bronx—Sewers (Cal. No. 134).

The Secretary presented the following report of the Chief Engineer:

Report No. 14858. July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Acting President of the Borough of The Bronx advising that all of the conditions imposed by the Board prior to the authorization of the following local improvement have been complied with:

Sewers in the following streets: Starling Avenue from Olmstead Avenue to Unionport Road; Unionport Road from Starling Avenue to McGraw Avenue; McGraw Avenue from Unionport Road to Pugsley Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 9, 1915, at which time information was presented to show that its probable cost would be about $8,400. The Acting Borough President states that the time to be allowed for the completion of the improvement is 120 days, and that the expense incurred for the preliminary work amounts to $19.62.

The work to be done comprises the following: 207 linear feet 20-inch pipe sewer, 504 linear feet 18-inch pipe sewer, 6 linear feet 15-inch pipe sewer, 208 linear feet 12-inch pipe sewer, 10 manholes, 1 receiving basin. The cost of the improvement is now estimated to be $7,800.

The urgency of this improvement was established at the time when the preliminary authorization was given, and it is recommended that the construction work be now authorized. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

A copy of a resolution of the Local Board of the Chester District, duly adopted by said Board on the 1st day of June, 1915, and approved by the President of the Borough of The Bronx on the 1st day of July, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For constructing sewers and appurtenances in Starling Avenue, between Olmstead Avenue and Unionport Road; and in Unionport Road, between Starling Avenue and McGraw Avenue; and in McGraw Avenue, between Unionport Road and Pugsley Avenue, together with all work incidental thereto,"

—and thereupon, on the 9th day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of The Bronx to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of The Bronx had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of The Bronx, as appears by papers and documents on files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $7,800; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $288,000 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost

and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Borough of Queens.

The Secretary presented the following report of the Chief Engineer relating to Calendar Numbers 135 to 139, inclusive:

Report No. 14828. July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith are transmitted communications from the President of the Borough of Queens, advising that all of the conditions imposed by the Board prior to the authorization of the following local improvements have been complied with.

1. Grading, curbing and flagging Bleecker Street, from Forest Avenue to Fresh Pond Road.

The preliminary work for this improvemnt was authorized by the Board of Estimate and Apportionment on March 19, 1915, at which time information was presented to show that its probable cost would be about $7,800. The Borough President states that the time to be allowed for the completion of the improvement is 40 days, and that the expense incurred for the preliminary work amounts to $286.19.

The work to be done comprises the following: 1,550 cu. yds. earth and rock excavation, 2,000 cu. yds. filling (excess), 2,430 lin. ft. new and old curbing, 3,850 sq. ft. flagging, 7,100 sq. ft. cement sidewalk. The cost of the improvement is now estimated to be $6,800.

2. Grading, curbing, flagging where necessary, and paving with asphalt (permanent pavement) Fairview Avenue, from Linden Street to Gates Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on February 5, 1915, at which time information was presented to show that its probable cost would be about $2,400. The Borough President states that the time to be allowed for the completion of the improvement is 30 days and that the expense incurred for the preliminary work amounts to $66.12.

The work to be done comprises the following: 25 cu. yds. excavation, 25 cu. yds. filling (excess), 400 lin. ft. cement curbing, 1,000 sq. ft. cement sidewalk, 700 sq. yds. asphalt pavement. The cost of the improvement is now estimated to be $2,300.

3. Sewers in the following streets: Smart Avenue, from Queens Avenue to Narcissus Street; Narcissus Street, from Smart Avenue to Bowne Avenue; Bowne Avenue, from Narcissus Street to Oak Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on January 22, 1915, at which time information was presented to show that its probable cost would be about $6,200. The Borough President states that the time to be allowed for the completion of the improvement is 70 days, and that the expense incurred for the preliminary work amounts to $183.52.

The work to be done comprises the following: 274 lin. ft. 2-foot 6-inch concrete sewer, 250 lin. ft. 24-inch pipe sewer. 414 lin. ft. 18-inch pipe sewer, 697 lin. ft. 15-inch pipe sewer, 13 manholes, 9 receiving basins. The cost of the improvement is now estimated to be $8,100.

4. Sewer in Jamaica Avenue, from Greenwood Avenue to the Rockaway Branch of the Long Island Railroad.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on February 19, 1915, at which time information was presented to show that its probable cost would be about $20,800. The Borough President states that the time to be allowed for the completion of the improvement is 150 days, and that the expense incurred for the preliminary work amounts to $395.33.

The work to be done comprises the following: 289 linear feet 3-ft. concrete sewer, 769 linear feet 2-ft. 6-in. concrete sewer, 510 linear feet 24-in. pipe sewer, 40 linear feet 18-in. pipe sewer, 231 linear feet 15-in. pipe sewer, 1,007 linear feet 12-in. pipe sewer, 9 receiving basins, 33 manholes. The cost of the improvement is now estimated to be $28,100.

5. Sewers in the following streets: Willard (Vanderveer) Avenue from Fulton Street to Ridgewood Avenue; Ridgewood Avenue from Hatch Avenue to Walker Avenue.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on June 25, 1915, at which time information was presented to show that its probable cost would be about $13,500. The Borough President states that the time to be allowed for the completion of the improvement is 100 days, and that the expense incurred for the preliminary work amounts to $120.48.

The work to be done comprises the following: 624 linear feet 4-ft. 6-in. reinforced concrete sewer, 503 linear feet 3-ft. concrete sewer, 260 linear feet 2-ft. 6-in. concrete sewer, 8 manholes, 3 junction chambers. The cost of the improvement is now estimated to be $11,000.

The urgency of these improvements was established at the time when the preliminary authorizations were given, and it is recommended that the construction work be now authorized. Respectfully, NELSON P. LEWIS, Chief Engineer.

Bleecker Street, from Forest Avenue to Fresh Pond Road, Queens—Regulating and Grading (Cal. No. 135).

The following was offered:

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 6th day of March, 1914, and approved by the President of the Borough of Queens on the 31st day of March, 1914, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For regulating, grading, curbing and laying sidewalks (where not already laid to grade and in good condition), together with all work incidental thereto, in Bleecker Street, from Forest Avenue to Fresh Pond Road, Second Ward, of the Borough of Queens;"

—and thereupon, on the 19th day of March, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $6,800; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $63,000 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Fairview Avenue, from Linden Street to Gates Avenue, Queens—Regulating, Grading and Paving (Cal. No. 136).

The following was offered:

A copy of a resolution of the Local Board of the Newtown District, duly adopted by said Board on the 22d day of October, 1914, and approved by the President of the Borough of Queens on the 12th day of December, 1914, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"For regulating, grading, curbing and laying sidewalks (where not already laid to grade and in good condition) and paving with a permanent pavement, consisting of sheet asphalt, upon a concrete foundation six (6) inches in thickness, together with all work incidental thereto, in Fairview Avenue, from Linden Street to Gates Avenue, Second Ward of the Borough of Queens,"

—and thereupon, on the 5th day of February, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $2,300; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit the sum of $20,000 having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Smart Avenue, from Queens Avenue to Narcissus Street; Narcissus Street, from Smart Avenue to Bowne Avenue; and Bowne Avenue, from Narcissus Street to Oak Avenue, Queens—Sewers (Cal. No. 137).

The following was offered:

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 29th day of November, 1912, and approved by the President of the Borough of Queens on the 4th day of June, 1913, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, that this Board does hereby initiate proceedings for the said local improvement, to wit:

"For the construction of a sewer and appurtenances in Smart avenue, from Queens avenue to Narcissus street; Narcissus street, from Smart avenue to Bowne avenue and in Bowne avenue, from Narcissus street to Oak avenue, Third Ward of the Borough of Queens;"

—and thereupon, on the 22d day of January, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $8,100; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $201,560, having also been presented, it is

Resolved, that the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Jamaica Avenue, from Greenwood Avenue to the Rockaway Branch of the Long Island Railroad, Queens—Sewer (Cal. No. 138).

The following was offered:

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 24th day of April, 1914, and approved by the President of the Borough of Queens on the 14th day of May, 1914, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, that this Board does hereby initiate proceedings for the said local improvement, to wit:

"For the construction of a sewer and appurtenances in Jamaica Avenue, from Greenwood avenue to the Rockaway Branch of the Long Island Railroad, Fourth Ward of the Borough of Queens;"

—and thereupon, on the 19th day of February, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $28,100; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $1,604,612, having also been presented, it is

Resolved, that the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Willard (Vanderveer) Avenue, from Fulton Street to Ridgewood Avenue; and Ridgewood Avenue, from Hatch Avenue to Walker Avenue, Queens—Sewers (Cal. No. 139).

The following was offered:

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 26th day of February, 1915, and approved by the President of the Borough of Queens on the 26th day of February, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, that this Board does hereby initiate proceedings for the said local improvement, to wit:

"For the construction of a sewer and appurtenances in Willard (Vanderveer) Avenue, from Fulton street to Ridgewood avenue and in Ridgewood Avenue, from Hatch avenue to Walker avenue, Fourth Ward of the Borough of Queens;"

—and thereupon, on the 25th day of June, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $11,000; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $621,300, having also been presented, it is

Resolved, that the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Herald Avenue, Guion Avenue, Brandon Avenue, Bedford Avenue, Greenwood Avenue and Chestnut Street, Queens—Sewers (Cal. No. 140).

The Secretary presented the following report of the Chief Engineer:

Report No. 14857. July 26, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the President of the Borough of Queens, advising that all of the conditions imposed by the Board prior to the authorization of sewers in the following streets have been complied with: Herald Avenue from Forest Park to Brandon Avenue; Guion Avenue from Myrtle Avenue to the crown, 625 feet south of Brandon Avenue; Bedford Avenue from Myrtle Avenue to Jamaica Avenue; Greenwood Avenue from Myrtle Avenue to Jamaica Avenue; Chestnut Street from Myrtle Avenue to Jamaica Avenue.

The preliminary authorization of this project was given by the Board of Estimate and Apportionment on April 1, 1915, at which time information was presented to show that its probable cost would be about $23,200, the work then proposed also including a sewer in Napier Avenue and in Herald Avenue south of Brandon Avenue. A report is now before the Board for consideration, in which it is recommended that the resolution be amended to conform with a modification proposed by the Local Board, under which certain sewers which are to be built under private contract will be excluded, which amendment will result in decreasing the tentative estimated cost to $20,100.

The Borough President states that the time to be allowed for the completion of the improvement as now described is 150 days, and that the expense incurred for the preliminary work amounts to $343. The work to be done comprises the following: 650 linear feet 24-inch pipe sewer; 650 linear feet 20-inch pipe sewer; 5,599 linear feet 12-inch pipe sewer; 52 manholes; 6 receiving basins. The cost of the improvement is now estimated to be $25,000.

The urgency of this improvement was established at the time preliminary authorization was originally given, and if the amendment proposed is favored by the Board, there would seem to be no reason why final authorization should not be given at this time, and in this event such action is recommended.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The following was offered:

A copy of a resolution of the Local Board of the Jamaica District, duly adopted by said Board on the 28th day of May, 1915, and approved by the President of the Borough of Queens on the 3d day of June, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, that this Board does hereby initiate proceedings for the said local improvement, to wit:

"For the construction of a sewer and appurtenances in Herald Avenue, from Forest Park to Brandon avenue; Guion Avenue, from Myrtle avenue to the Crown 625 feet south of Brandon avenue; Bedford Avenue, from Myrtle avenue to Jamaica avenue; Greenwood Avenue, from Myrtle avenue to Jamaica avenue; Chestnut Street, from Myrtle avenue to Jamaica avenue, Fourth Ward of the Borough of Queens;"

—and thereupon, on the 1st day of April, 1915, and on the 29th day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Queens to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Queens had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Queens, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $25,000; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $651,075, having also been presented, it is

Resolved, that the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

COMMUNICATIONS, PETITIONS, ETC.

From Citizens and Public Bodies.

Department of Bridges—Bridge Over Hutchinson Creek, Borough of The Bronx (Cal. No. 141).

The Secretary presented a communication, dated July 23, 1915, from the President of the Knickerbocker Ice Company, complaining of the long delay in building the bridge over Hutchinson Creek, Borough of The Bronx, and requesting that existing conditions be remedied.

(In the Corporate Stock Estimate of the Department of Bridges presented to the Board on January 29, 1915 (No. 115A), there was included a request for an appropriation for the construction of this bridge.)

The communication was referred to the Committee on Corporate Stock Budget.

Van Alst Avenue Between Ridge Street and Pierce Avenue, Borough of Queens—Protest Against Final Authorization for Regulating and Grading (Cal. No. 142).

The Secretary presented a communication, dated July 22, 1915, from George E. Payne, protesting against the final authorization given by the Board under date of June 11, 1915 (No. 190), to regulate and grade Van Alst avenue, between Ridge street and Pierce avenue, Borough of Queens.

Which was referred to the President of the Borough of Queens.

E. W. Bliss Company (Cal. No. 143).

The Secretary presented an application from E. W. Bliss Company for an amendment of consent granted by resolution adopted March 19, 1915 (Cal. No. 59), approved by the Acting Mayor March 20, 1915, to construct, maintain and use two conduits—one under and across 53d Street east of 1st Avenue, and one under and across 1st Avenue north of 53d Street, Borough of Brooklyn, so as to authorize the existence of the conduits as constructed, because on account of existing subsurface structures the Department of Water Supply, Gas and Electricity found it was impracticable to construct the conduits as originally planned and approved.

The application was referred to the Bureau of Franchises.

Conron Bros. Company; Riverside Cold Storage Company (Cal. No. 144).

The Secretary presented an application from Conron Brothers Company for a franchise to construct, maintain and operate pipes and extensions therefrom, leading into private property under Fort Greene Place between Hanson Place and Atlantic Avenue, Borough of Brooklyn, for the purpose of distributing refrigeration.

At the meeting of June 25, 1915 (Cal. No. 80), a report was received from the Bureau of Franchises stating these pipes were constructed and maintained without authority, and by resolution, duly adopted, the Company was directed to present a petition if it desired to continue such maintenance and use.

The application was referred to the Bureau of Franchises.

General Vehicle Company, Inc. (Cal. No. 145).

The Secretary presented a communication from the attorney, General Vehicle Company, Inc., stating the construction of tunnel under and across Star Avenue, Borough of Queens, was completed July 13, 1915.

This consent was granted by resolution adopted April 1, 1915 (Cal. No. 66), approved by the Acting Mayor April 2, 1915, and the notice is given in conformity with section 13 of the consent.

The communication was ordered filed.

From City, Borough and County Officials.

Department of Docks and Ferries—Retirement of Terence F. Carroll, Dockbuilder (Cal. No. 146).

The Secretary presented a communication, dated July 21, 1915, from the Commissioner of Docks, requesting the retirement, pursuant to chapter 669 of the Laws of 1911, as amended, of Terence F. Carroll, a Dockbuilder in the Department of Docks and Ferries.

Which was referred to the Committee on Salaries and Grades.

Department of Docks and Ferries—Retirement of Robert M. Sterritt, Foreman of Yard (Cal. No. 147).

The Secretary presented a communication, dated July 21, 1915, from the Commissioner of Docks, requesting the retirement, pursuant to chapter 669 of the Laws of 1911, as amended, of Robert M. Sterritt, a Foreman of Yard in the Department of Docks and Ferries.

Which was referred to the Committee on Salaries and Grades.

Fire Department—Retirement of Thomas Bagley, Engineer (Cal. No. 148).

The Secretary presented a communication, dated July 21, 1915, from the Fire Commissioner requesting the retirement, pursuant to chapter 669 of the Laws of 1911, as amended, of Thomas Bagley, an Engineer in the Repair Shops of the Fire Department.

Which was referred to the Committee on Salaries and Grades.

Department of Education—Retirement of William Fraser, Janitor (Cal. No. 149).

The Secretary presented a communication, dated July 23, 1915, from the Secretary, Board of Education, notifying the Board of the death, on July 21, 1915, of William Fraser, Janitor of Public School No. 29, Annex, Manhattan, whose application for retirement is now pending before the Board.

(On July 1, 1915 (Cal. No. 113), the above mentioned application was presented to the Board and referred to the Committee on Salaries and Grades.)

The Secretary was directed to return the application for retirement to the Board of Education.

Board of Water Supply—Approval of Proposed Agreement With the New York Telephone Company Relative to Telephone and Telegraph Lines Crossing Lands Acquired for the Kensico Reservoir (Cal. No. 150).

The Secretary presented a communication, dated July 26, 1915, from the Assistant Secretary of the Board of Water Supply, submitting proposed agreement between the Board of Water Supply and the New York Telephone Company, supplementing the agreement with said company, dated April 25, 1911, relative to the telephone and telegraph lines crossing lands acquired for the Kensico Reservoir. The original agreement, calling for a compensation of $16,815, included an allowance of $2,500 for loss in transmission due to a section of submarine cable on the site of the temporary Rye dike. The telephone company now wishes to substitute an open wire crossing for said submarine cable and agrees to reduce the total compensation upon the above mentioned allowance of $2,500.

The Board of Water Supply approves of this change and requests that the proposed agreement be approved by the Board of Estimate and Apportionment.

The matter was referred to the Comptroller.

Communications from the Mayor's Office (Cal. No. 151).

The Secretary presented communications from the Mayor's Office, returning duly approved by His Honor, the Acting Mayor, on July 7, 1915, resolutions adopted by this Board July 1, 1915, as follows:

(a) Granting permission to the Lehigh Valley Railroad Company to construct, maintain and operate a standard gauge railroad track across and on the surface of 13th Avenue between 27th and 28th Streets, Borough of Manhattan.

(b) Granting the Mount Sinai Hospital permission to construct, maintain and use a tunnel under and diagonally across East 100th Street east of 5th Avenue, Borough of Manhattan.

(c) Granting the Reid Ice Cream Company permission to construct, maintain and use a tunnel under and across Waverly Avenue, between Atlantic Avenue and Fulton Street, Borough of Brooklyn.

(d) Rescinding action of the Board of Aldermen authorizing the Manhattan Storage and Warehouse Company to lay steam pipes in 41st Street and Lexington Avenue, Borough of Manhattan.

Which were ordered filed.

Ivy Street and Jennings Street, Between Justice Street and Junction Avenue, Borough of Queens—Aquiring Title (Cal. No. 152).

The Secretary presented two resolutions, adopted by the Local Board of the Newtown District on July 8, 1915, rescinding resolutions adopted by said Board on July 1, 1909, initiating proceedings for acquiring title to Ivy street and Jennings street, between Broadway and Junction avenue, Borough of Queens.

(At the meeting of the Board of Estimate and Apportionment on April 17, 1913 (Cal. No. 11), at the close of the public hearing on a proposed area of assessment, the matter of acquiring title to Ivy street and Jennings street, between Justice street and Junction avenue, Borough of Queens, was referred back to the President of the Borough of Queens.)

The resolutions were ordered filed.

Maurice Avenue from Toledo Street to Junction Avenue, and Horton Street from Broadway to Junction Avenue, Borough of Queens—Acquiring Title (Cal. No. 153).

The Secretary presented two resolutions adopted by the Local Board of the Newtown District on July 8, 1915, rescinding resolutions adopted by said Board on January 28, 1909, and July 1, 1909, respectively, initiating proceedings for acquiring title to Maurice Avenue and Horton Street, from Broadway to Junction Avenue, 2d Ward, Borough of Queens.

(At the meeting of the Board of Estimate and Apportionment on December 14, 1911 (Cal. No. 16), at the close of the public hearing on a proposed area of assessment, the matter of acquiring title to Maurice Avenue from Toledo Street to Junction

Avenue, and to Horton Street from Broadway to Junction Avenue, Borough of Queens, was referred back to the President of the Borough of Queens.)

The resolutions were ordered filed.

FIXING DATES FOR FUTURE HEARINGS.

On Franchises.

Nassau Electric Railroad Company; Brooklyn, Queens County and Suburban Railroad Company; Brooklyn City Railroad Company (Cal. No. 154).

Report of Committee on Franchises on the applications of the Nassau Electric Railroad Company; Brooklyn, Queens County and Suburban Railroad Company and Brooklyn City Railroad Company, for the right to construct, maintain and operate street surface railways as follows:

(a) Atlantic Avenue from 5th Avenue to Shepherd Avenue.
(b) Eighth Avenue from 39th Street to Bay Ridge Avenue.
(c) Metropolitan Avenue from Dry Harbor Road to Jamaica Plank Road.
(d) Fresh Pond Road from the Lutheran Cemetery Line to 5th Avenue.

The President of the Borough of The Bronx stated that some of the applications for these franchises have been pending before the Board for years, and that the main question in dispute has been in reference to the so-called "tax clause." He said that the franchises as now presented to the Board contained a compromise of the tax clause which does not, however, permit the Companies to avail themselves entirely of the provisions of section 48 of the Tax Law, but permits the deduction of the franchise payment from the tax on the intangible property only. He suggested that the Board adopt a resolution fixing August 26 as the date for the final public hearing upon the contracts, but that in the meantime the members of the Board familiarize themselves with the provisions of the contracts in order that they may discuss the matter at that meeting.

The Mayor stated that the compromise clause as now submitted would probably relieve the Companies from payment of any compensation for the franchises because he believed that the tax on the intangible property was sufficient from which deductions of the payments may be made under section 48 of the Tax Law. The Mayor stated that he is not sure whether the Board should adopt this form of "tax clause" in view of the fact that franchises have been granted containing the clause which prohibits the Companies from availing themselves of any portion of the provisions of section 48 of the Tax Law, and also in view of the fact that in all probability future applicant companies will insist upon the insertion of this compromise clause regardless of the condition affecting the application. The Mayor also stated that the routes under consideration were not ones desired by the Companies making the applications, and that this condition permitted them to hold off on other applications, as they knew that the public necessity for these routes would arouse public opinion so as to create a pressure for the granting of the same, and such compromises as the Companies could gain from the Board. He desired the members of the Board to study the provisions of the clause before the August meeting.

The President of the Borough of Queens explained the urgent need of transit facilities on Metropolitan Avenue, and pointed out that the applicant for that route was not anxious to accept a franchise, but was only induced to make the application after years of urging on the part of the citizens who would be benefited by the proposed route, and that he believed that this would not establish a precedent for future action; that the Board should not be afraid of precedents and should consider each case on its merits.

Mr. John Adikes appeared in favor of granting the franchises with the modified tax clause. Cornelius M. Sheehan stated he was in favor of incorporating the usual tax clause in all the contracts.

The Secretary presented the following:

City of New York, Law Department, Office of the Corporation Counsel, New York, July 28, 1915.

Board of Estimate and Apportionment:

Dear Sirs—I am in receipt of your communication signed John A. McCollum, Acting Chief, Bureau of Franchises, dated July 26, 1915, and reading as follows:

"I enclose herewith galley proof of a proposed form of contract granting a franchise to the Nassau Electric Railroad Company on Atlantic Avenue, Borough of Brooklyn. This contract is sent to you for your approval as to form and to incorporate therein such matter as may fully protect the interest of the City.

"As the contract is to be presented to the Board at its meeting to be held July 29, 1915, I would be indebted if your approval of the same could be received in this office prior to that date."

The contract should be amended in the following respects:

1. To avoid ambiguity, the second paragraph of section 2, subdivision *Second*, on page 1 of galley, beginning with the words "Such right," and ending with the words "such exercise," should be amended to read as follows:

"No allowance shall be made to the company in such valuation by reason of the fact that the company had exercised the said franchise for a period of twenty-five years."

2. Paragraph numbered 3 of rider A, to be inserted on page 2 of galley, should be changed to read as follows:

"If the sums of all moneys due from the company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement), and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance (remaining after deducting said sums due as aforesaid for obligations specified in section 48 of the Tax Law) of the tax on said special franchise and assessment, which represents the value of the intangible property of said company, but only to the extent of said balance."

When these changes shall have been made, the agreement will be approved by me as to form. Respectfully yours,

FRANK L. POLK, Corporation Counsel.

The following resolution was offered:

Whereas, The Nassau Electric Railroad Company has, under date of January 29, 1912, applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a double-track street surface railway, as an extension to its existing system, upon and along Atlantic Avenue, from Fifth Avenue to Shepherd Avenue, Borough of Brooklyn; and

Whereas, Section 172 of the Railroad Law and sections 72, 73 and 74 of the Greater New York Charter, as amended by chapters 629 and 630 of the Laws of 1905, and chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws this Board adopted a resolution on February 15, 1912, fixing the date for public hearing thereon as March 28, 1912, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in "The Globe" and "Brooklyn Times," newspapers designated by the Mayor, and in the CITY RECORD for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to The Nassau Electric Railroad Company and the adequacy of the compensation to be paid therefor; now therefore it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad Company containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board, as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The Nassau Electric Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

Proposed Form of Contract.

This Contract, made and executed in duplicate this day of , 1915, by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and The Nassau Electric Railroad Company (hereinafter called the Company), party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a double-track street surface railway as an extension to its existing railway with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Brooklyn, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Atlantic avenue at or near 5th avenue; thence in and upon Atlantic avenue to a point at or near Shepherd avenue. And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

The said route with turnouts, switches and crossovers hereby authorized is shown upon a map entitled:

"Nassau Electric R. R. Co. Map showing proposed extension in the route of the Nassau Electric R. R. Co. on Atlantic Ave. in the Borough of Brooklyn, City of New York, to accompany the petition to the Board of Estimate and Apportionment. Dated January 29, 1912,"

—and approved by N. F. Brady, President, and C. L. Crabbs, Engineer Way and Structure, a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description, and the other provisions of this contract may be permitted by resolution of the Board.

Section 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within six (6) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall within said six (6) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until January 1, 1940, with the privilege of renewal of said contract for the further period of fifteen (15) years upon a fair revaluation of such right and privilege. No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1940.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding fifteen (15) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The sum of five hundred dollars ($500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege granted.

(b) During the first term of five (5) years, an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than Six thousand dollars ($6,000).

During the second term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Seven thousand five hundred dollars ($7,500).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Eight thousand two hundred and fifty dollars ($8,250).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Nine thousand one hundred dollars ($9,100).

During the remaining term, expiring January 1, 1940, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than ten thousand dollars ($10,000).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law as amended.

The right of deduction, under section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract, and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route; and provided further that nothing herein contained shall be construed as being a waiver on the part of the Company, either in its own corporate capacity or as claiming under the Long Island Railroad Company, of the right to test by court proceedings brought against the City prior to but not after the granting of a new franchise to such other corporation or individual as aforesaid. the claim of either of said Companies that the City has no legal right to grant to any other company or individual a franchise or right to operate a railway or railroad in the portion of Atlantic Avenue in which the Company is herein authorized to operate a railway, because of the existence of a certain tripartite agreement, dated April 10, 1855, between the Brooklyn and Jamaica Railroad Company, party of the first part, the Long Island Railroad Company, party of the second part, and the City of Brooklyn, party of the third part.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the route herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided. however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected, shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board, which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privilege. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within six (6) months from the date upon which the copies of the consents of the property owners are filed with the Board or from the date of the order of the Appellate Division of the Supreme Court made pursuant to section 174 of the Railroad Law confirming the determination of the Commissioners appointed thereunder, that such railway ought to be constructed and shall complete the construction and place the same in full operation within twelve (12) months from the date of filing such consents or the date of such order; otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided, further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so isued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures, in the streets and avenues, over which such officials have jurisdiction and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of Brooklyn or by any other motive power, except locomotive steam power or horse power, which may be approved by the Board, and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway, upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents. The Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on its road or on any road, line or branch operated by it or under its control to any other point thereof, or any connecting branch thereof within the limits of the City unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized, other than passenger cars, cars for the transportation of express matter, mail matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or wheel guards, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by the Board.

Nineteenth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the Commissioner of Street Cleaning, enter into an agreement for each winter season or part thereof, to clean an equivalent amount of street surface from house-line to house-line.

Twentieth—The Company, if it so elects, within thirty (30) days after this contract is signed by the Mayor, may, during the pleasure of the Board, occupy for the purpose of its railway herein authorized, except as hereinafter provided, portions of Atlantic avenue as follows:

(a) From the easterly side of 5th avenue to the westerly side of Bedford avenue, a strip approximately twenty-six (26) feet in width centering in the center of said Atlantic avenue;

(b) from the easterly side of Nostrand avenue to the westerly side of Ralph avenue, a strip approximately twenty-eight (28) feet in width centering in the center of the said Atlantic avenue;

(c) From the easterly side of Dewey place to the westerly side of Eastern parkway, a strip approximately twenty-six (26) feet in width centering in the center of said Atlantic avenue;

(d) From the easterly side of Alabama avenue to a point at or near Shepherd avenue, a strip approximately thirty-two (32) feet in width centering in the center of said Atlantic avenue.

The Company may, within the above described limits, construct raised curbs separating the adjacent roadways of said Atlantic avenue from the space thus occupied by the railway herein authorized, except where streets intersect or connect with said Atlantic avenue on either side thereof, at which intersections and connections openings through such curbed space shall be provided and maintained as roadway area, the extent of such roadway area to be determined by the President of the Borough of Brooklyn.

If the Company so elects to construct the curbs as above, then it shall also at its own expense furnish all the material and do all the work necessary to

(a) Construct curbs, adjacent to the said roadway areas at points where streets intersect and connect with said Atlantic avenue, thus providing raised curbs surrounding all spaces thus occupied by the railway not used as a roadway;

(b) Remove the curbs which now exist on Atlantic avenue, separating the space in the center from the roadways thereof, the position of which does not conform to the position of the curbs necessary to form the curbed areas which may be occupied by the railway as herein described;

(c) Pave with such pavements as may be prescribed by the President of the Borough of Brooklyn the areas added to the existing roadway by the removal of said curbs and the construction of curbs above described, all of which work shall be done within six (6) months from the date on which this contract is signed by the Mayor, provided that such period may be extended by the Board.

If the Company does not so elect to construct curbs separating such areas from the roadways of said Atlantic avenue, as herein permitted, or fails within the time herein provided to do all the work required of it in the event that it does so elect to construct said curbs, then it shall, at its own expense, furnish all the material and do all the work necessary to

(a) Remove all existing curbs in the central portion of Atlantic avenue, and

(b) Pave the entire portion of the roadway of Atlantic avenue not now paved, between the easterly side of 5th avenue and a point at or near Shepherd avenue, under the supervision of the President of the Borough of Brooklyn, and in such manner as he may prescribe; such work to be done within nine (9) months from the date on which this contract is signed by the Mayor. In case the Company fails to do such work within such time said President may furnish the material and do such work, all at the expense of the Company.

It is hereby agreed that the right to maintain such raised curbs, or any portion of the same, may at any time during the existence of this contract be revoked by resolution of the Board. Upon the adoption of such resolution by the Board, the Company shall discontinue the maintenance of such curbs for which the right shall have been revoked by said resolution, and shall within six (6) months thereafter remove such curbs and pave the space theretofore surrounded by curbs in accordance with the specifications and under the supervision of the President of the Borough of Brooklyn. Thereafter the Company shall keep in permanent repair that portion of the surface of Atlantic avenue which lies between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the President of the Borough of Brooklyn, and in such manner as he may prescribe and upon the provisions hereinafter provided for the repair and maintenance of pavement.

Twenty-first—The Company shall at its own expense furnish all material for and do all work necessary to change the position of the existing curb adjacent to the sidewalk and widen and install additional pavement in the roadways of Atlantic avenue, in order to conform to any resolution of the Board adopted either before or after the execution of this contract, changing the width of roadways and sidewalks from those now existing, for the purpose of providing an adequate roadway capacity in the following portion of said avenue:

(a) From the westerly line of Bedford avenue to a point approximately fifty (50) feet easterly from the easterly line of Nostrand avenue;

(b) From a point approximately one hundred (100) feet westerly from the westerly line of Ralph avenue to a point approximately fifty (50) feet easterly from the easterly side of Dewey place;

(c) From the easterly line of Eastern parkway to the westerly line of Alabama avenue, and such work shall be completed in one (1) year from the passage of such resolution.

All work done or material furnished hereunder shall conform with the specifications for the same provided by the President of the Borough of Brooklyn. In case the Company fails to do such work within such time, said President may furnish the material and do the work, all at the expense of the Company.

Twenty-second—As long as said railway, or any portion thereof, remains in said Atlantic avenue the Company shall

(a) Pave and keep in permanent repair that portion of the surface of said Atlantic avenue which shall be used as a roadway between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof;

(b) Provide a suitable surface and maintain the same, whether pavement or otherwise, upon the entire curbed area herein permitted if such curbs are constructed, and

(c) Maintain the curbs which may surround said curbed areas, all of which work shall be done in accordance with the specifications of and under the supervision of the President of the Borough of Brooklyn and whenever required by him to do so, and in such manner as he may prescribe.

In case of the neglect of the Company to make, maintain or repair such pavement, provide, maintain or repair the surface of such curbed areas or to maintain or repair such curbs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Brooklyn, said President may furnish the material and do such work, all at the expense of the Company, and the City shall have the right to change the material or character of the pavement of said Atlantic avenue or of the surface of said curbed areas, of said curbs surrounding said curbed areas, or any portion of the same, and in that event the Company shall be bound to replace such pavement, such surface within such curbed area and such curbs in the manner directed by the President of the Borough of Brooklyn, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement, surface or curbs.

Twenty-third—Any alteration to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-fourth—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City and, should the said railway in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fifth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues, the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-sixth—The Company shall submit to the Board a report, not later than November 1 of each year, for the year ending September 30, next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.
16. Total receipts of Company for each class of business.
17. Amounts paid by the Company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

Twenty-seventh—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company, for the year ending September 30, next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City, and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-eighth—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted, may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith. Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact knowingly made by the Company shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-ninth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and, upon the failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars ($250), as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board, as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Thirtieth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirty-first—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of ten thousand dollars ($10,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board, acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of this contract, and, in case of default in the performance by the Company of such terms and conditions, or compliance with such orders or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof, after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or, after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or, in case of failure to observe the said terms and conditions of this contract and orders of the Board, acting hereunder, relating to the headway, heating and lighting of cars, fenders and wheelguards, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheelguards, in case of a violation of the provisions relating to those matters, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its president, or other officer, to appear before the Board on a certain day, not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing, appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or, where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure, direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days notice, pay to the City a sum sufficient to restore said security fund to the original amount of ten thousand dollars ($10,000), and, in default thereof, this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-eighth, of this contract.

Thirty-second—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or, if no such office shall have been designated, or, if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-third—The words "streets or avenues" and "streets and avenues" wherever used in this contract shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement," encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-fourth—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers, shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Section 3. The Company hereby agrees to discontinue the use of the existing tracks of the Company on the southerly side of Atlantic Avenue, between Fort Greene Place and Washington Avenue, during the term of this contract, and remove the same within thirty (30) days after the portion of the railway hereby authorized between said Fort Greene Place and Washington Avenue shall be put in operation, but nothing in this contract shall be construed as affecting in any way the franchise to operate upon the southerly side of Atlantic Avenue, between said Fort Greene Place and Washington Avenue, owned by the Company and granted to the Atlantic Avenue Railroad Company of Brooklyn, by a resolution of the Common Council on December 20, 1880.

Section 4. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the Laws of the State of New York.

Section 5. This grant is also upon the further and express condition that the provisions of Article 5 and other provisions of the Railroad Law, pertinent hereto, shall be strictly complied with by the Company.

Section 6. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

In witness whereof, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed; and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK,
By ....., Mayor.

(Corporate Seal.)
Attest: ....., City Clerk.

THE NASSAU ELECTRIC RAILROAD COMPANY,
By ....., President.

(Seal.)
Attest: ....., Secretary.

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions including the provisions as to rates, fares and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the CITY RECORD, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by The Nassau Electric Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto, may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee, during the ten (10) days immediately prior to Thursday, August 26, 1915, in "The Globe" and "Brooklyn Times," the two daily newspapers in which the petition and notice of hearing thereon have been published.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The Secretary presented the following:

City of New York, Law Department, Office of the Corporation Counsel, New York, July 28, 1915.

Board of Estimate and Apportionment of The City of New York:

Dear Sirs—I am in receipt of your communication signed John A. McCollum, Acting Chief, Bureau of Franchises, dated July 24, 1915, and reading as follows:

"I am sending herewith form of contract granting a franchise to the Nassau Electric Railroad Company to construct a street surface railway on Eighth Avenue in the Borough of Brooklyn. This form of contract is sent to you for your approval as to form:

"The matter will be placed upon the calendar of the Board of Estimate and Apportionment for July 29, 1915, and it is therefore requested that your approval, if possible, be obtained prior to that meeting."

The contract should be amended in the following respects:

1. To avoid ambiguity, the second paragraph of section 2, subdivision *Second*, on page 1 of galley, beginning with the words "Such right," and ending with the words "such exercise," should be amended to read as follows:

"No allowance shall be made to the company in such valuation by reason of the fact that the company had exercised the said franchise for a period of twenty-five years."

2. Paragraph numbered 3, of rider A, to be inserted on page 2 of galley, should be changed to read as follows:

"If the sums of all moneys due from the company within that year, whether paid or not for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance (remaining after deducting said sums due as aforesaid for obligations specified in section 48 of the Tax Law) of the tax on said special franchise and assessment, which represents the value of the intangible property of said company, but only to the extent of said balance."

When these changes shall have been made, the agreement will be approved by me as to form. Respectfully yours,

FRANK L. POLK, Corporation Counsel.

The following resolution was offered:

Whereas, The Nassau Electric Railroad Company has, by a petition verified October 10, 1906, applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a street surface railway, as an extension to its existing system, upon and along Eighth Avenue from 39th Street to Bay Ridge Avenue, Borough of Brooklyn; and

Whereas, Section 172 of the Railroad Law and sections 72, 73 and 74 of the Greater New York Charter, as amended by chapters 629 and 630 of the Laws of 1905, and chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 26, 1906, fixing the date for the public hearing thereon as November 23, 1906, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "New York World" and "New York Times," newspapers designated by the Mayor, and in the CITY RECORD for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to The Nassau Electric Railroad Company, and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad Company, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The Nassau Electric Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

Proposed Form of Contract.

This Contract, made and executed in duplicate this day of , 191 , by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and The Nassau Electric Railroad Company (hereinafter called the Company), party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a double track street surface railway as an extension to its existing railway, with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Brooklyn, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company on 39th Street at Eighth Avenue, extending thence southwesterly upon and along Eighth Avenue to Bay Ridge Avenue and there connecting with the existing tracks of the Brooklyn City Railroad Company in Bay Ridge Avenue.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

The said route, with turnouts, switches and crossovers, hereby authorized, is shown upon a map dated May 8, 1912, entitled

"Nassau Electric R. R. Co. Map showing proposed extension in the route of the Nassau Electric R. R. Co. on Eighth Ave., from 39th St. to Bay Ridge Ave., in the Borough of Brooklyn, City of New York, to accompany the petition to the Board of Estimate and Apportionment, dated October 10th, 1906."—

The map is dated May 10th, 1912, and signed and approved by C. D. Meneely, Vice-President, and C. L. Crabbs, Eng. Way and Structure; a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description, and the other provisions of this contract may be permitted by resolution of the Board:

Sec. 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within six (6) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or, in the event that such consents cannot be obtained within such time, the Company shall, within said six (6) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law in regard to street railroads to determine if said railway ought to be constructed, otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until January 1st, 1940, with the privilege of renewal of said contract for the further period of twenty-five (25) years upon a fair revaluation of such right and privilege.

No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1940.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years, and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound, upon request of the other, to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The sum of five hundred dollars ($500) in cash within three (3) months after the date on which this contract is signed by the Mayor and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than two thousand six hundred dollars ($2,600).

During the second term of five (5) years an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than four thousand seven hundred and fifty dollars ($4,750).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand two hundred and fifty dollars ($5,250).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand seven hundred and fifty dollars ($5,750).

During the remaining term, expiring January 1, 1940, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand three hundred and twenty-five dollars ($6,325).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts

as the length of the extension hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charge shall commence from the date upon which the contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City, pursuant to the Railroad Law, as amended.

The right of deduction, under section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required under section 48 of the Tax Law from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If in any year the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the Company, then and in that event the Company shall not be entitled to have deducted, under section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the Company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said Company, but only to the extent of said balance.

4. If, however, section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the Company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the Company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the character of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the Charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company, pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the route herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right and privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property; provided, however, that the Board shall be the judge as to whether the bond is good and sufficient in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual, and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less, with due regard to the extent and duration of use, than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City, pursuant to this contract.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between the said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board, which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privilege. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination should such dissolution result in the discontinuance of the operation of the railway hereby authorized, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which copies of the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to section 174 of the Railroad Law, confirming the determination of the Commissioners appointed thereunder, that such railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order; otherwise this right shall cease and determine, and all sums paid or which may be deposited with said Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the city, provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided further that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board, either in its own name as a party or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures in the streets and avenues over which such officials have jurisdiction and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commisisoner of Water Supply, Gas and Electricity.

Eleventh—Said railway may be operated by overhead eletcric power substantially similar to the overhead electric sytsem now in use by street surface railways in the Borough of Brooklyn, or by any other motive power, except locomotive steam power or horse power, which may be approved by the Board and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway, upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents. The Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on its road or on any road, line or branch operated by it or under its control to any other point thereof, or any connecting branch thereof, within the limits of the City, unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized other than passenger cars, cars for the transportation of express matter and cars necessary for the construction, repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board, and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company, and no greater sums shall be charged for such services than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or wheel guards, in conformity with such laws and ordinances as are now in force or may hereafter during the term of this contract be enacted or adopted by the State or City authorities or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather in conformity with such laws and ordinances as are now in force or may hereafter during the term of this contract be enacted or adopted by the State or City authorities or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run as often as reasonable convenience of the public may require and as may be directed by resolution of the Board.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues in which said railway shall be constructed, shall, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof. The water necessary for such purpose shall be furnished free of charge by the City.

Twentieth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the Commissioner of Street Cleaning, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

Twenty-first—As long as said railway or any portion thereof remains in any street or avenue the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so and in such manner as they may prescribe. In case of the neglect of the Company to make pavement or repairs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Brooklyn, said President may make the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—Any alteration to the sewerage or drainage systems or to any other subsurface or to any surface structures in the street, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fifth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.
16. Total receipts of Company for each class of business.
17. Amounts paid by the Company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceeding at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact, knowingly made by the Company, shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-eighth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars ($250) as fixed or liquidated damages, or the Board, in case such structure or equipment which may affect the surface of streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expesne of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of twenty-five hundred dollars ($2,500), either in money or securities to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavements, the removal of snow and ice, the quality of construction of the railway, and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms and conditions, or compliance with such orders, or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or, after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or in case of failure to observe the said terms and conditions of this contract and orders of the Board acting hereunder, relating to the headway, heating and lighting of cars, fenders, wheel guards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheel guards, in case of a violation of the provisions relating to those matters, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its President or other officer to appear before the Board on a certain day not less than ten (10) days after the date of such notice to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing, appears, in the judgment of the Board, to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure, direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of twenty-five hundred dollars ($2,500), and in default thereof this contract shall be canceled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by section 2, Twenty-seventh, of this contract.

Thirty-first—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and avenues in which the Company is hereby authorized to operate.

Thirty-second—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-third—The words "streets or avenues" and "streets and avenues," wherever used in this contract, shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement, encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-fourth—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Sec. 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the laws of the State of New York.

Sec. 4. This grant is also upon the further and express condition that the provisions of article 5 and the other provisions of the Railroad Law pertinent hereto shall be strictly complied with by the Company.

Sec. 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms and conditions and requirements in this contract fixed and contained.

In witness whereof, the party of the first party, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed; and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK,

By ..... Mayor.

[Corporate Seal.]

Attest: ..... City Clerk.

THE NASSAU ELECTRIC RAILROAD COMPANY,

By ..... President.

[Seal.]

Attest: ..... Secretary.

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor and of the terms and conditions, including the provisions as to rates, fares and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right, applied for by The Nassau Electric Railroad Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the CITY RECORD, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportinoment, before authorizing any contract for the grant of the franchise or right applied for by The Nassau Electric Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee, during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "New York World" and "New York Times," the two daily newspapers in which the petition and notice of hearing thereon have been published.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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The Secretary presented the following:

City of New York, Law Department, Office of the Corporation Counsel, New York, July 28, 1915.

Board of Estimate and Apportionment of The City of New York:

Dear Sirs—I am in receipt of your communication signed John A. McCollum, Acting Chief, Bureau of Franchises, dated July 24, 1915, and reading as follows:

"I am sending herewith form of contract granting a franchise to the Brooklyn, Queens County and Suburban Railroad Company to construct a street surface railway on Metropolitan Avenue, in the Borough of Queens. This form of contract is sent to you for your approval as to form.

"The matter will be placed upon the calendar of the Board of Estimate and Apportionment for July 29, 1915, and it is therefore requested that your approval, if possible, be obtained prior to that meeting."

The contract should be amended in the following respects:

1. To avoid ambiguity, the second paragraph of Sec. 2, subdivision *Second*, on page 1 of the galley, beginning with the words "Such right" and ending with the words "such exercise," should be amended to read as follows:

"No allowance shall be made to the company in such valuation by reason of the fact that the company had exercised the said franchise for a period of twenty-five years."

2. Paragraph numbered 3 of rider A, to be inserted on page 2 of galley, should be changed to read as follows:

"If the sums of all moneys due from the company within that year, whether paid or not for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance (remaining after deducting said sums due as aforesaid for obligations specified in section 48 of the Tax Law) of the tax on said special franchise and assessment, which represents the value of the intangible property of said company, but only to the extent of said balance."

When these changes shall have been made, the agreement will be approved by me as to form. Respectfully yours,

FRANK L. POLK, Corporation Counsel.

The following resolution was offered:

Whereas, The Brooklyn, Queens County and Suburban Railroad Company has, under date of September 19, 1907, made application to this Board for a grant of the right, privilege and franchise to construct, maintain and operate a double track street surface railway as an extension to its existing system, upon and along Metropolitan Avenue, from Dry Harbor Road to Jamaica Plank Road, Borough of Queens; and

Whereas, Section 172 of the Railroad Law and sections 72, 73 and 74 of the Greater New York Charter, as amended by chapters 629 and 630 of the Laws of 1905, and chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 18, 1907, fixing the date for a public hearing thereon as November 15, 1907, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Brooklyn Daily Eagle" and the "Brooklyn Citizen," newspapers designated by the Mayor, and in the CITY RECORD for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to the Brooklyn, Queens County and Suburban Railroad Company, and the adequacy of the compensation to be paid therefor; now therefore it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by the Brooklyn, Queens County and Suburban Railroad Company, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Brooklyn, Queens County and Suburban Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

Proposed Form of Contract.

This contract, made and executed in duplicate this day of , 191 , by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the Brooklyn, Queens County and Suburban Railroad Company (hereinafter called the Company), party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree, as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a double-track street surface railway as an extension to its existing railway, with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Queens, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Metropolitan Avenue at or near its intersection with Dry Harbor Road; thence easterly in and upon Metropolitan avenue to its intersection with Jamaica Plank Road in the former Village of Jamaica. and there connecting with the existing tracks of the Company in said Jamaica Plank Road.

And to cross such other streets and avenues named and unnamed as may be encountered in said route.

The said route, with turnouts, switches and crossovers hereby authorized, is shown upon a map entitled "Map showing the proposed Extension in the routes of the Brooklyn, Queens County and Suburban Railroad, in the Borough of Queens, to accompany petition to the Board of Estimate and Apportionment, dated September 19, 1907," signed and approved by T. S. Williams, vice-president, and W. S. Menden, chief engineer, a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description and the other provisions of this contract may be permitted by resolution of the Board.

Sec. 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within six (6) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or, in the event that such consents cannot be obtained within such time, the Company shall, within said six (6) months, or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law, to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company for the term of twenty-five (25) years from the date upon which this contract is signed by the Mayor, with the privilege of renewal of said contract for the further period of twenty-five (25) years, upon a fair revaluation of such right and privilege.

No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period of twenty-five (25) years.

If the Company shall determine to exercise its privilege of renewal, it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound, upon request of the other, to enter into a written agreement with each other, fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuation so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If, in any case, the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The sum of five hundred dollars ($500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years, an annual sum of which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than three thousand two hundred dollars ($3,200).

During the second term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand six hundred dollars ($5,600).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand nine hundred dollars ($5,900).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand one hundred and eighty-four dollars ($6,184).

During the remaining term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand four hundred and eighty-four dollars ($6,484).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law as amended.

The right of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If in any year the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the Company, then and in that event the Company shall not be entitled to have deducted, under section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the Company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said Company, but only to the extent of said balance.

4. If, however, section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the Company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the Company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract, whether original or renewal, notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted, whether original or renewal, or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose, unless the said assignment lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company, pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the route herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less, with due regard to the extent and duration of use, than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City, pursuant to this contract.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators, as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board, which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privilige. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator, as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that Court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within six (6) months from the date upon which the copies of the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to section 174 of the Railroad Law, confirming the determination of the commissioners appointed thereunder that such railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine and all sums paid or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court, or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided, further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall in writing consent that the Board, either in its own name as a party or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock or railway appurtenances, from time to time, as such additions and improvements are necessary in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permit so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures in the streets and avenues over which such officials have jurisdiction, and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway may be operated by overhead electric power, substantially similar to the overhead electric system now in use by street surface railways in the Borough of Queens, or by any other motive power, except locomotive steam power or horsepower, which may be approved by the Board and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City, as above.

Thirteen—The rate of fare for any passenger upon said railway shall not exceed five (5) cents and the Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on its road or on any road, line or branch operated by it or under its control, to any other point thereof, or any connecting branch thereof within the limits of the City unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized other than passenger cars, cars for the transportation of express matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board, and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company, and no greater sums shall be charged for such service than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or wheel guards, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes, both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by resolution of the Board.

Provided, however, that the Company, during the first five (5) years of this contract, shall not be required to operate its cars between the hours of 1 o'clock a. m. and 5 o'clock a. m., each day, unless the Board shall determine, after a hearing had thereon, that public convenience requires the operation of cars during said hours.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues in which said railway shall be constructed, shall, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof. The water necessary for such purpose shall be furnished free of charge by the City.

Twentieth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the President of the Borough of Queens, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

Twenty-first—As long as said railway, or any portion thereof, remains in the street or avenue, the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which said railway is constructed, between its tracks, the rails of its tracks, and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe. In case of the neglect of the Company to make pavement or repairs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Queens, said President may make the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—Any alteration to the sewerage or drainage systems, or to any other subsurface, or to any surface structures in the streets, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed, and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fifth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company, as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.
16. Total receipts of Company for each class of business.
17. Amounts paid by the Company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City, and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board, acting under the powers herein reserved, the franchise or consent herein granted may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board, by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day, not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact, knowingly made by the Company, shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-eight—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures or equipment, as herein provided, in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall for each day thereafter during which the default or defect remains pay to the City the sum of two hundred and fifty dollars ($250), as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of five thousand dollars ($5,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railway, and the maintenance of the property in good condition throughout the whole term of this contract, and, in case of default in the performance by the Company of such terms and conditions, or compliance with such orders or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof, after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or, after default in the payment of the annual charges, shall collect the same, with interest from the said fund after ten (10) days' notice to the Company; or, in case of failure to observe the said terms and conditions of this contract, and orders of the Board acting hereunder, relating to the headway, heating and lighting of cars, fenders, wheelguards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheel-guards, in case of the violation of the provisions relating to those matters, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its President, or other officer, to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing appears, in the judgment of the Board, to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of five thousand dollars ($5,000), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

Thirty-first—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and avenues in which the Company is authorized to operate.

Thirty-second—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-third—The words "streets or avenues" and "streets and avenues," wherever used in this contract, shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places, or any other property to which the City has title or over which the public has an easement" encountered in the route herinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-fourth—If at any time the powers of the Board or any other of the authorities herein mentioned, or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board, or other authorities, officer or officers.

Sec. 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the laws of the State of New York.

Sec. 4. This grant is also upon the further and express condition that the provisions of Article 5, and other provisions of the Railroad Law pertinent hereto, shall be strictly complied with by the Company.

Sec. 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms and conditions and requirements in this contract fixed and contained.

In witness wherof, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed, and the party of the second part, by its officers thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK, by ....., Mayor.

(Corporate Seal.)

Attest: ....., City Clerk.

BROOKLYN, QUEENS COUNTY AND SUBURBAN RAILROAD COMPANY, by ....., President.

(Seal.)

Attest: ....., Secretary.

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions including the provisions as to rates, fares and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right, applied for by the Brooklyn, Queens County and Suburban Railroad Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the CITY RECORD, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by the Brooklyn, Queens County and Suburban Railroad Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice at the expense of the proposed grantee during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "Brooklyn Daily Eagle" and the "Brooklyn Citizen," the two daily newspapers in which the petition and notice of hearing thereon have been published.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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The Secretary presented the following:

City of New York, Law Department, Office of the Corporation Counsel, New York, July 28, 1915.

Board of Estimate and Apportionment of the City of New York:

Dear Sirs—I am in receipt of your communication signed John A. McCollum, Acting Chief, Bureau of Franchises, dated July 24, 1915, and reading as follows:

"I am sending herewith form of contract granting a franchise to the Brooklyn City Railroad Company to construct a street surface railway on Fresh Pond Road, in the Borough of Queens. This form of contract is sent to you for your approval as to form.

"The matter will be placed upon the calendar of the Board of Estimate and Apportionment for July 29, 1915, and it is therefore requested that your approval, if possible, be obtained prior to that meeting."

The contract should be amended in the following respects:

1. To avoid ambiguity, the second paragraph of Sec. 2, subdivision *Second*, on page 1 of galley, beginning with the words "Such right," and ending with the words "such exercise," should be amended to read as follows:

"No allowance shall be made to the company in such valuation by reason of the fact that the company had exercised the said franchise for a period of twenty-five years."

2. Paragraph numbered 3 of rider A, to be inserted on page 2 of galley, should be changed to read as follows:

"If the sums of all moneys due from the company within that year, whether paid or not for all obligations specified in Section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance (remaining after deducting said sums due as aforesaid for obligations specified in Section 48 of the Tax Law) of the tax on said special franchise and assessment, which represents the value of the intangible property of said company, but only to the extent of said balance."

When these changes shall have been made, the agreement will be approved by me as to form. Respectfully yours, FRANK L. POLK, Corporation Counsel.

The following resolution was offered:

Whereas, The Brooklyn City Railroad Company has, by a petition dated September 18, 1914, applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a street surface railway as an extension to its existing system upon and along Fresh Pond Road from the intersection of the existing street surface railway tracks on said road with the tracks of the so-called Lutheran Cemetery Line, to and connecting with the existing tracks of the Company on Myrtle Avenue, Borough of Queens; and

Whereas, Section 172 of the Railroad Law, and sections 72, 73 and 74 of the Greater New York Charter, as amended by chapters 629 and 630 of the Laws of 1905, and chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 2, 1914, fixing the date for the public hearing thereon as October 30, 1914, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Brooklyn Daily Eagle" and the "New York Tribune," newspapers designated by the Mayor, and in the CITY RECORD for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to The Brooklyn City Railroad Company and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Brooklyn City Railroad Company, containing the form of proposed contract for the grant of such franchise or right be hereby introduced and entered in the minutes of this Board, as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The Brooklyn City Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

Proposed Form of Contract.

This contract made and executed in duplicate, this day of 191 , by and between The City of New York (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and The Brooklyn City Railroad Company (hereinafter called the Company), party of the second part, witnesseth:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

Section 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a double track street surface railway as an extension to its existing railway with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Queens, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Fresh Pond Road at or near the intersection of said tracks with the tracks of the so-called Lutheran Cemetery Line of said Company; thence in, upon and along Fresh Pond Road to and connecting with existing tracks of the Company in Myrtle Avenue.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route;

The said route with turnouts, switches and crossovers, hereby authorized is shown upon a map entitled:

"The Brooklyn City R. R. Co. Map showing proposed extension in the route of the Brooklyn City R. R. Co. on Fresh Pond Road, from the Lutheran Cemetery Line to Myrtle Avenue, in the Borough of Queens, City of New York, to accompany petition to the Board of Estimate and Apportionment. Dated September 18, 1914."

—and approved by Frank Lyman, President, and C. L. Crabbs, Engineer, Way and Structure; a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof and is to be substantially followed; provided that deviations therefrom and additional turnouts, switches and cross-overs which are consistent with the foregoing description and the other provisions of this contract may be permitted by resolution of the Board.

Sec. 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within three (3) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall within said three (3) months, or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed: otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until January 1, 1935, with the provilege of renewal of such contract for the further period of twenty (20) years upon a fair revaluation of such right and privilege. No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1935.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty (20) years shall be reasonable, and either the City (by the Board), or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company each paying one-half thereof.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(*a*) The sum of five hundred dollars ($500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege hereby granted.

(*b*) During the first term expiring January 1, 1920, an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than eight hundred dollars ($800).

During the second term expiring January 1, 1925, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand two hundred dollars ($1,200).

During the third term expiring January 1, 1930, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand four hundred and fifty dollars ($1,450).

During the remaining term, expiring January 1, 1935, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand seven hundred dollars ($1,700).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date on which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law as amended.

The right of deduction, under section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the route herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board, which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privilege. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of

any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which the copies of the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court made pursuant to Sec. 174 of the Railroad Law confirming the determination of the Commissioners appointed thereunder, that such railway ought to be constructed and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided, further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures, in the streets and avenues, over which such officials have jurisdiction and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of Queens, or by any other motive power, except locomotive steam power or horse power, which may be approved by the Board, and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires for the operation of the railway, upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or along the side of the railway. The Company shall provide in such conduits two ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents and the Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on its road or on any road, line or branch operated by it or under its control, to any other point thereof, or any connecting branch thereof within the limits of the City unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized other than pasenger cars, cars for the transportation of express matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be finding upon the Company and no greater sums shall be charged for such service than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or wheel guards, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by the Board.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues in which said railway shall be constructed, shall, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof. The water necessary for such purpose shall be furnished free of charge by the City.

Twentieth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the President of the Borough, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

Twenty-first—As long as said railway, or any portion thereof, remains in any street or avenue, the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe.

In case of the neglect of the Company to make pavement or repairs after the expiration of twenty (20) days' notice to do so from the President of the Borough, said President may make the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—Any alteration to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fifth—The company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the company as by last report.
14. Location, value and amount paid for real estate now owned by the company.
15. Number of passengers carried during the year.
16. Total receipts of company for each class of business.
17. Amounts paid by the company for damages to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company, for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the corrections of its report, and may examine its officers under oath.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted, may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceeding at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith. Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact knowingly made by the Company shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Twenty-eighth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars ($250) as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of one thousand seven hundred dollars ($1,700), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms and conditions, or compliance with such orders or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or in case of failure to observe the said terms and conditions of this contract and orders of the Board, acting hereunder, relating to the headway, heating and lighting of cars, fenders, wheel-guards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheel-guards, in case of a violation of the provisions relating to those matters, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its President or other officer to appear before the Board on a certain day not less than (10) days after the date of such notice, to show cause why the Company should

not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of one thousand seven hundred dollars ($1,700), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

Thirty-first—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-second—The words "streets or avenues" and "streets and avenues" wherever used in this contract shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement" encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-third—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other Board, authority, officer or officers, shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

Sec. 3. This grant is also upon the further and express condition that the provisions of Article 5 and other provisions of the Railroad Law, pertinent hereto, shall be strictly complied with by the Company.

Sec. 4. Nothing in this contract shall be construed as in any way limiting the presnt or future jurisdiction of the Public Service Commission under the Laws of the State of New York.

Sec. 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

In witness whereof, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed; and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK. By ....., Mayor.
(Corporate Seal.)
Attest: ....., City Clerk.
THE BROOKLYN CITY RAILROAD COMPANY, By ....., President.
(Seal.)
Attest: ....., Secretary.
(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, including the provisions as to rates, fares and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by The Brooklyn City Railroad Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the CITY RECORD, together with the following notice, to wit:

Notice is hereby given that the Board of Estimate and Apportionment before authorizing any contract for the grant of the franchise or right applied for by The Brooklyn City Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board, to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., hold a public hearing theron at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "Brooklyn Daily Eagle" and "New York Tribune," the two daily newspapers in which the petition and notice of hearing thereon have been published.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

MATTERS LAID OVER FROM PREVIOUS MEETINGS.

Board of Estimate and Apportionment—Suggestions for Economies in Tax Budget (Cal. No. 155).

The Secretary presented a report of the Committee on Tax Budget that the Board of Estimate and Apportionment request the heads of Bureaus, Departments or Officers of the City and County governments to fill no vacancies now existing or occurring during the year 1915 without the approval of the Board of Estimate and Apportionment, except in the uniformed forces of the Departments of Police, Fire and Street Cleaning, positions in the labor class, the custodial forces in penal and correctional institutions, and positions involving the actual operation of machinery or mechanical plants where emergency conditions exist.

The report also explains the meaning and operation of Resolution second (c) of the terms and conditions of the Tax Budget for 1915 and recommends the designation of the Committee on Salaries and Grades as the authorized representative of the Board.

(On February 19, 1915 (Cal. No. 23), a report of the Committee on Tax Budget relative to the adoption of a policy for filling vacancies was presented to the Board and referred back to the Committee.)

(On March 12, 19 and 26, 1915 (Cal. No. 73), the matter was laid over for one week.)

The Secretary presented a communication, dated March 23, 1915, from the Commissioner of Public Charities, referring to the above-mentioned report.

The Commissioner states that in his department they have no surplus of employees and that it will be a hardship if they are not permitted to fill all vacancies occurring, but in the event of a resolution of the general character proposed being adopted, it is suggested that Nurses, Doctors and Social Investigators of the Department of Public Charities be excepted from the provisions thereof.

(On April 1, 9, 16 and 30, May 7, 14, 21 and 28, June 4, 11, 18, 25, on July 1 and 9, 1915, the matter was laid over; on the latter date (Cal. No. 61), until this meeting.)

The matter was laid over until August 5, 1915.

Borough Presidents; Department of Parks, Borough of Brooklyn—Issue of Corporate Stock for Repaving (Cal. No. 156).

(On May 14, 1915 (Cal. No. 144), a resolution was adopted authorizing an issue of corporate stock in the sum of $600,000 for repaving streets under the jurisdiction of the President of the Borough of Brooklyn. On May 21, 1915 (Cal. No. 101), a resolution was adopted authorizing an issue of corporate stock in the sum of $600,000 for repaving streets under the jurisdiction of the President of the Borough of Manhattan, this issue being authorized subject to separate adjustment of the cost of subway streets; and another resolution was adopted at the latter meeting authorizing an issue of corporate stock in the sum of $100,000 for repaving streets under the jurisdiction of the President of the Borough of Queens. On May 21, 1915 (Cal. No. 101), the matter of an authorization of corporate stock for repaving Ocean Avenue, Borough of Brooklyn, under the jurisdiction of the Commissioner of Parks, Borough of Brooklyn, was laid over for one week. On May 28, 1915 (Cal. No. 172), the matter was laid over for one week (June 4, 1915). On the latter date (Cal. No. 65), the matter of the authorization of corporate stock for repaving Ocean Avenue was laid over until June 11, 1915. On June 11, 1915 (Cal. No. 172), the matter was laid over for one week. On June 18, 1915 (Cal. No. 118), it was laid over until July 1, 1915; and on the latter date (Cal. No. 121) until this meeting.)

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby *denies* the request of the Commissioner of Parks, Borough of Brooklyn, dated November 19, 1914, for an issue of corporate stock to the amount of $29,243.55 for the repaving of Ocean Avenue, Borough of Brooklyn.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Parks—Retirement of Jeremiah Morris, Letterer (Cal. No. 157).

The Secretary presented a report of the Committee on Salaries and Grades in the matter of the request of the Commissioner of Parks, Borough of Brooklyn, for the retirement, pursuant to chapter 669 of the Laws of 1911, as amended, of Jeremiah Morris, a Letterer in said Department.

The Committee reports that the Medical Examiner of the Department of Finance has examined Mr. Morris and states that the applicant is both physically and mentally able to perform the duties of his position and suggests that the request for his retirement be denied.

The Committee recommends that the application of Jeremiah Morris for retirement be denied, as the Board of Estimate and Apportionment is without authority to retire an employee unless he is physically or mentally incapacitated for the further performance of the duties of his position.

(On July 30, 1914 (Cal. No. 390), the above request was referred to said Committee on Salaries and Grades.)

(On May 28, June 4, 11, 18, 25, on July 1 and 9, 1915, the matter was laid over; on the latter date (Cal. No. 72) until this meeting.

The matter was laid over until August 5, 1915.

Department of Parks, Borough of Brooklyn—Modification of Schedule (Cal. No. 158).

(On July 9, 1915 (Cal. No. 49), the matter was laid over until this meeting.)

The Secretary presented the following communication from the Commissioner of Parks, Borough of Brooklyn:

Department of Parks, Litchfield Mansion, Prospect Park, Borough of Brooklyn, New York City, July 6, 1915.

To the Honorable Board of Estimate and Apportionment of the City of New York:

Gentlemen—You are hereby respectfully requested to make the following changes in Budget Account No. 1280, entitled "Salaries, Regular Employees, Administration":

Eliminate:

Stenographer to Commissioner	$1,050 00
Automobile Engineman, 2, at $1,200	2,400 00
	$3,450 00

—and insert in lieu thereof:

Stenographer to Commissioner	$1,200 00
Automobile Engineman	1,200 00
Automobile Engineman	1,020 00
Unassigned balance	30 00
	$3,450 00

Very truly yours,
RAYMOND V. INGERSOLL,

The foregoing request by the Commissioner of Parks, Borough of Brooklyn, has been passed upon and allowed by the Committee on Salaries and Grades on July 12, 1915, under the authority of a resolution adopted by the Board of Estimate and Apportionment on July 1, 1915.

City Magistrates' Court—Establishment of Grades of Positions; Issue of Special Revenue Bonds and Modification of Schedules (Cal. No. 159).

(On July 9 and 21, 1915, the matter was laid over; on the latter date (Cal. No. 4) until this meeting.)

The Secretary presented a communication dated July 6, 1915, from Hon. William McAdoo, Chief City Magistrate, requesting the establishment of various grades of positions required to carry out the provisions of chapter 531 of the Laws of 1915, and for funds to meet the salaries and expenses thereunder; and a report of the Committee on Salaries and Grades, recommending approval of the request.

The Comptroller moved that the matter be laid over until August 5, 1915, and that he be authorized to provide in the meantime for the payment of the increased salary of the Chief City Magistrate and for the salary of Magistrate Cobb, appointed July 9, 1915.

Which was agreed to, and the following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 114 of chapter 659 of the Laws of 1910, as amended by chapter 531 of the Laws of 1915, hereby authorizes the Comptroller of the City of New York to issue and sell certificates of indebtedness of The City of New York in a sum not to exceed four thousand three hundred and forty-nine dollars and forty-six cents ($4,349.46), the proceeds whereof to be used to meet the increase in the salary of the Chief City Magistrate from July 1 to December 31, 1915, inclusive, at the rate of $10,000 per annum, and the salary of City Magistrate W. Bruce Cobb, from July 9th to December 31, 1915, inclusive, at the rate of $7,000 per annum; the said certificates of indebtness to be redeemable from the tax levy of the year succeeding the year of their issue.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Children's Court—Establishment of Grades of Positions; Issue of Special Revenue Bonds and Modification of Schedules (Cal. No. 160).

The Secretary presented a report of the Committee on Salaries and Grades on the request of Hon. Franklin Chase Hoyt, Presiding Justice of the Children's Court, for the establishment of various grades of positions required to carry out the provisions of chapter 531 of the Laws of 1915, and for funds to meet the salaries and expenses thereunder.

The Committee recommends (1) the establishment of the necessary grades of positions, (2) the issue of special revenue bonds to pay the salaries and expenses, and (3) the modification of anpropriate schedules to include the additional allowance.

(On July 9 and 21, 1915, the matter was laid over; on the latter date (Cal. No. 5) until this meeting.)

The matter was laid over until August 5, 1915.

Luke A. Burke and Sons Company—Claim of (Cal. No. 161).

The Secretary presented a report of the Deputy and Acting Comptroller, certifying for payment, pursuant to Section 246 of the Charter, claim of Luke A. Burke &

Sons Company, in the sum of $1,591.62, without interest, for coal furnished to the Sea View Hospital, Borough of Richmond, under the jurisdiction of the Department of Public Charities.

(On July 1, 1915 (Cal. No. 65), the matter was laid over until this meeting.)

The matter was laid over.

Lord Electric Company—Claim of (Cal. No. 162).

(On April 23, 30, May 7, 13, 14, 21 and 28, June 4, 11, 18 and 25, and on July 1, 1915, this matter was laid over; on the latter date (Cal. No. 125) until this meeting.)

The Secretary presented the following certificate of the Comptroller:

The City of New York, Department of Finance, Comptroller's Office, April 19, 1915.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Charter, I hereby certify that the Lord Electric Company has presented a claim for $5,566.01, alleged to be due for additional labor and materials furnished in constructing the railings, roadway, pavement, electrical equipment, etc., on the Manhattan Bridge; that under date of June 18, 1909, the Lord Electric Company entered into a contract for said work, which provided in part that no claim for additional work or materials should be made or allowed to the contractor unless before the performance of such additional work the Commissioner should have first authorized the same in writing and the same be furnished under a written order from the Commissioner; that during the performance of the work under said contract various orders were issued to the contractor to perform additional work not called for by the plans and specifications, but that said orders were not in writing as required by the terms of said contract, and were, therefore, illegal and invalid as against the City; that notwithstanding such invalidity, it is, in my judgment, equitable and proper for the City to pay the money value of the benefit which it has received by reason of such additional work; that said value without interest or profit to the contractor is the sum of $4.067.16; that no action has been brought against the City to recover said sum and that the same should be paid to the Lord Electric Company in full satisfaction of said claim out of the account "Revenue Bond Fund for Claims, Miscellaneous, R. C. L. 11," upon the execution of a full release in favor of the City of all claims for additional work under said contract. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment on July 9, 1914, directing the Comptroller to pay to the Lord Electric Company the sum of *eight hundred and seventy-seven dollars and eighty-seven cents* ($877.87) be and the same hereby is *amended* to read as follows:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of Section 246 of the Greater New York Charter, being Chapter 601 of the Laws of 1907, as amended, hereby determines that the City has received a benefit and is justly and equitably obligated to pay to the Lord Electric Company the sum of *four thousand and sixty-seven dollars and sixteen cents* ($4,067.16), without interest, for additional work done under its contract for constructing the railings, stairways, etc., roadway and footwalk pavement, track and electrical equipment on the Manhattan Bridge; that the interests of the City will be best subserved by the payment of said sum of *four thousand and sixty-seven dollars and sixteen cents* ($4,067.16), and that the same be paid *out of the account "Revenue Bond Fund for Claims—Miscellaneous, R C L* 11" upon the execution by the Lord Electric Company of a full release in favor of the City of all claims upon account of such additional work, in such form as may be approved by the Corporation Counsel.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

New York Edison Company—Claim of (Cal. No. 163).

(On July 9, 1915 (Cal. No. 28), the matter was laid over until this meeting.)

The Secretary presented the following certificate of the Comptroller:

City of New York, Department of Finance, Comptroller's Office, June 29, 1915.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, I hereby certify that the New York Edison Company, a corporation, has presented a claim against the City for $10,495.47, alleged to be due for the value of incandescent lamps in public buildings in the Boroughs of Manhattan and The Bronx on January 1, 1915, and taken over by the Department of Water Supply, Gas and Electricity; that, during the year 1914 and prior thereto, the New York Edison Company was required, under the contracts with the City for lighting public buildings, to supply the necessary incandescent lamps and to renew them from time to time as required, the ownership of the said lamps remaining in the New York Edison Company; that the contract with the New York Edison Company for lighting public buildings for the year 1915 is for electric current only and does not include furnishing of incandescent lamps; that on January 1, 1915, the installation of incandescent lamps in public buildings in the Boroughs of Manhattan and The Bronx consisted of upwards of 154,693 lamps, which were taken over and have since been used by the City upon the understanding that the New York Edison Company should be paid the reasonable value of said lamps estimated at $10,495.47, which sum is 50 per cent. of their original value; that, as the purchase of said lamps involved an expenditure in excess of $1,000, for which no formal contract was entered into as required by the Charter, said claim is illegal as against the City; that notwithstanding such illegality, it is, in my judgment, equitable and proper for the City to pay the money value of the benefit, which it has derived by reason of the furnishing of said lamps, which value is the sum of $10,495.47, and that said sum should be paid to the New York Edison Company in full satisfaction of said claim out of account "2256, Lighting Public Buildings in Manhattan and The Bronx," upon the execution of a full release in favor of the City. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907, as amended, hereby determines that The City of New York has received a benefit from and is justly and equitably obligated to pay to the New York Edison Company, without interest, the sum of ten thousand four hundred ninety-five dollars and forty-seven cents ($10,495.47) for incandescent lamps furnished to the Department of Water Supply, Gas and Electricity in connection with the lighting of public buildings in the boroughs of Manhattan and The Bronx; that the interests of the City will be best subserved by the payment of said sum, which should be paid only upon the execution of a full release in favor of the City of all claims on account of the furnishing of said lamps in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay said sum from the account "2256 of 1915, Lighting Public Buildings in Manhattan and The Bronx."

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Manhattan Bridge Approach; One Hundred and Twenty-five Canal Street Realty Company—Award of Damages Caused by Changing Grade of Streets in Connection With Construction of Manhattan Bridge, and Issue of Corporate Stock Therefor (Cal. No. 164).

(On July 21, 1915 (Cal. No. 22), the matter was laid over until this meeting, under Rule 19.)

The Secretary presented the following report of the Comptroller:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 6, 1915.

To the Board of Estimate and Apportionment, The City of New York:

Gentlemen—Under date of June 9, 1915, the Board of Assessors issued a certificate awarding to One Hundred and Twenty-five Canal Street Realty Company, Incorporated, as Lessee, the sum of twenty-eight thousand dollars ($28,000) for damages to Lot 35, Block 303, in the Borough of Manhattan, on account of changing the grade of streets to conform to the location and construction of the Manhattan Bridge over the East River, City of New York. The office of the corporation counsel advised me in writing on the 21st ultimo that the certificate had been properly made and should be paid without interest.

The account from which the award should be paid is C. F. M. 23, "Awards for Damages—Change of Grade of Approaches to Manhattan Bridge." There now stands to the credit of said account, cash amounting to $400 and authority to issue further corporate stock to the extent of $2,100. These two amounts fall $25,500 short of the required sum. I would therefore request that you authorize the issue of corporate stock to the amount of twenty-five thousand five hundred dollars ($25,500) to provide for the payment of the award to the One Hundred and Twenty-five Canal Street Realty Company, Incorporated, and respectfully recommend the adoption of the subjoined resolution. Yours very truly,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, By the Board of Estimate and Apportionment, that the Comptroller be and is hereby authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to the amount of twenty-five thousand five hundred dollars ($25,500), the proceeds thereof, to the amount of the par value of the stock, to be applied to the payment of awards for damages caused by changing the grade of streets to conform to the location and construction of the Manhattan Bridge over the East River, City of New York, as certified by the Board of Assessors, pursuant to chapter 737 of the Laws of 1911, as amended by chapter 577 of the Laws of 1913 and chapter 595 of the Laws of 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Board of Estimate and Apportionment; Conference of Mayors of State of New York—Issue of Special Revenue Bonds for Contribution Towards Expenses of (Cal. No. 165).

(On May 13, 1915 (No. 9), on the recommendation of the Comptroller, the Board adopted a resolution recommending that the Board of Aldermen request an issue of $500 special revenue bonds for the purpose of paying the subscription of The City of New York for the year 1915 to the Conference of Mayors of the State of New York.)

(On July 21, 1915 (Cal. No. 26), the matter was laid over until this meeting, under Rule 19.)

The Secretary presented a resolution of the Board of Aldermen adopted on June 22, 1915, requesting an issue of Special Revenue Bonds to the amount of $500, the proceeds whereof to be used by the Comptroller for the purpose of paying the subscription of The City of New York for the year 1915 to the Conference of Mayors of the State of New York; and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 13, 1915.

To the Board of Estimate and Apportionment, the City of New York:

Gentlemen—At a meeting held on June 22, 1915, the Board of Aldermen adopted the following resolution:

"Resolved, That, in pursuance of the provisions of subdivision 8 of section 188, of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of five hundred dollars ($500.), the proceeds whereof to be used by the Comptroller for the purpose of paying the subscription of the City of New York for the year 1915 to the Conference of Mayors of the State of New York."

The resolution failed to receive the approval or disapproval of the Mayor; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as if he had approved it.

Under date of July 8, 1915, the resolution was referred by your board to the Comptroller and report is made thereon as follows:

The adoption of the foregoing resolution by the Board of Aldermen was in conformity with a request made by your Board under date of May 13, 1915, in accordance with subdivision 8, section 188 of the Greater New York Charter, as the result of the following report submitted to your Board under date of May 4, 1915:

"At the meeting of your Board on February 26, 1915, his Honor the Mayor presented, with his approval, a request from Rosslyn M. Cox, president of the Conference of Mayors of the State of New York, that New York City contribute $500 to the expenses of that conference and the State Bureau of Municipal Information for the year 1915. The matter was referred to the Comptroller for examination and report.

"This city's annual contribution to the conference has been $50. The officers and members having become convinced of the urgent need of systematic, continuous, co-operative work throughout the year, it is proposed to establish a State Bureau of Municipal Information having a permanent director and supervised by a council of five mayors. The bureau will gather and distribute to city officials of New York State statistical information on municipal questions, including important reports, details of pending legislative bills, plans for new departures, and the practical results of their application. It will also aim at a uniform system of accounting, the codification and standardization of municipal laws and ordinances, legislation in favor of absolute local self government, and the stimulation of public interest in municipal questions. The reference library of the State will give every assistance possible. The co-operation of city officials, civic organizations, corporations, utility managers, public service commissions and individual experts will be sought.

"The expenses for the first year are estimated at $10 000, the principal items being: salaries, $6,400; rent and furniture, $800; postage, stationery, clippings and multigraphing, $1,000. The plan apportions $500 as the share of cities of the first class and the bureau will not be established until $10,000 has been pledged.

"An arrangement by which our cities may profit more immediately and directly by one another's experience is certainly to be desired and the discussions of the conference during the last five years have emphasized the need of just such services as the bureau proposes to render. It is desirable that New York City should participate in this movement."

Some question having been raised as to the legality of the City's making a contribution for the purpose stated, the matter was submitted to the Corporation Counsel for an opinion, and under date of April 20, 1915, he wrote as follows:

"I am of opinion that the expenditure in question would not be violation of article VIII, section 10 of the Constitution of the State of New York, as in my view, it is for a 'City purpose' within the meaning of these words in that section. I know of no law which inhibits such an appropriation of municipal funds."

In view of the apparent benefit to be derived by the City through the expenditure of these funds, the adoption of the attached resolution approving of and concurring in the resolution of the Board of Aldermen is recommended. Very truly yours,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Aldermen on June 22, 1915, requesting an issue of special revenue bonds in the sum of five hundred dollars ($500), the proceeds thereof to be used by the Comptroller for the payment of the subscription of The City of New York for the year 1915 to the Conference of Mayors of the State of New York, be and the same is hereby approved of and concurred in by the Board of Estimate and Apportionment, and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8, section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding five hundred dollars ($500), redeemable from the tax levy of the year succeeding the year of their issue.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Sons Company, in the sum of $1,591.62, without interest, for coal furnished to the Sea View Hospital, Borough of Richmond, under the jurisdiction of the Department of Public Charities.

(On July 1, 1915 (Cal. No. 65), the matter was laid over until this meeting.)

The matter was laid over.

Lord Electric Company—Claim of (Cal. No. 162).

(On April 23, 30, May 7, 13, 14, 21 and 28, June 4, 11, 18 and 25, and on July 1, 1915, this matter was laid over; on the latter date (Cal. No. 125) until this meeting.)

The Secretary presented the following certificate of the Comptroller:

The City of New York, Department of Finance, Comptroller's Office, April 19, 1915.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Charter, I hereby certify that the Lord Electric Company has presented a claim for $5,566.01, alleged to be due for additional labor and materials furnished in constructing the railings, roadway, pavement, electrical equipment, etc., on the Manhattan Bridge; that under date of June 18, 1909, the Lord Electric Company entered into a contract for said work, which provided in part that no claim for additional work or materials should be made or allowed to the contractor unless before the performance of such additional work the Commissioner should have first authorized the same in writing and the same be furnished under a written order from the Commissioner; that during the performance of the work under said contract various orders were issued to the contractor to perform additional work not called for by the plans and specifications, but that said orders were not in writing as required by the terms of said contract, and were, therefore, illegal and invalid as against the City; that notwithstanding such invalidity, it is, in my judgment, equitable and proper for the City to pay the money value of the benefit which it has received by reason of such additional work; that said value without interest or profit to the contractor is the sum of $4.067.16; that no action has been brought against the City to recover said sum and that the same should be paid to the Lord Electric Company in full satisfaction of said claim out of the account "Revenue Bond Fund for Claims, Miscellaneous, R. C. L. 11," upon the execution of a full release in favor of the City of all claims for additional work under said contract. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Estimate and Apportionment on July 9, 1914, directing the Comptroller to pay to the Lord Electric Company the sum of *eight hundred and seventy-seven dollars and eighty-seven cents* ($877.87) be and the same hereby is *amended* to read as follows:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of Section 246 of the Greater New York Charter, being Chapter 601 of the Laws of 1907, as amended, hereby determines that the City has received a benefit and is justly and equitably obligated to pay to the Lord Electric Company the sum of *four thousand and sixty-seven dollars and sixteen cents* ($4,067.16), without interest, for additional work done under its contract for constructing the railings, stairways, etc., roadway and footwalk pavement, track and electrical equipment on the Manhattan Bridge; that the interests of the City will be best subserved by the payment of said sum of *four thousand and sixty-seven dollars and sixteen cents* ($4,067.16), and that the same be paid *out of the account "Revenue Bond Fund for Claims—Miscellaneous, R C L* 11" upon the execution by the Lord Electric Company of a full release in favor of the City of all claims upon account of such additional work, in such form as may be approved by the Corporation Counsel.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

New York Edison Company—Claim of (Cal. No. 163).

(On July 9, 1915 (Cal. No. 28), the matter was laid over until this meeting.)

The Secretary presented the following certificate of the Comptroller:

City of New York, Department of Finance, Comptroller's Office, June 29, 1915.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—Under and pursuant to the provisions of section 246 of the Greater New York Charter, I hereby certify that the New York Edison Company, a corporation, has presented a claim against the City for $10,495.47, alleged to be due for the value of incandescent lamps in public buildings in the Boroughs of Manhattan and The Bronx on January 1, 1915, and taken over by the Department of Water Supply, Gas and Electricity; that, during the year 1914 and prior thereto, the New York Edison Company was required, under the contracts with the City for lighting public buildings, to supply the necessary incandescent lamps and to renew them from time to time as required, the ownership of the said lamps remaining in the New York Edison Company; that the contract with the New York Edison Company for lighting public buildings for the year 1915 is for electric current only and does not include furnishing of incandescent lamps; that on January 1, 1915, the installation of incandescent lamps in public buildings in the Boroughs of Manhattan and The Bronx consisted of upwards of 154,693 lamps, which were taken over and have since been used by the City upon the understanding that the New York Edison Company should be paid the reasonable value of said lamps estimated at $10,495.47, which sum is 50 per cent. of their original value; that, as the purchase of said lamps involved an expenditure in excess of $1,000, for which no formal contract was entered into as required by the Charter, said claim is illegal as against the City; that notwithstanding such illegality, it is, in my judgment, equitable and proper for the City to pay the money value of the benefit, which it has derived by reason of the furnishing of said lamps, which value is the sum of $10,495.47, and that said sum should be paid to the New York Edison Company in full satisfaction of said claim out of account "2256, Lighting Public Buildings in Manhattan and The Bronx," upon the execution of a full release in favor of the City. Respectfully,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 246 of the Greater New York Charter, being chapter 601 of the Laws of 1907, as amended, hereby determines that The City of New York has received a benefit from and is justly and equitably obligated to pay to the New York Edison Company, without interest, the sum of ten thousand four hundred ninety-five dollars and forty-seven cents ($10,495.47) for incandescent lamps furnished to the Department of Water Supply, Gas and Electricity in connection with the lighting of public buildings in the boroughs of Manhattan and The Bronx; that the interests of the City will be best subserved by the payment of said sum, which should be paid only upon the execution of a full release in favor of the City of all claims on account of the furnishing of said lamps in such form as may be approved by the Corporation Counsel, and the Comptroller is hereby authorized to pay said sum from the account "2256 of 1915, Lighting Public Buildings in Manhattan and The Bronx."

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Manhattan Bridge Approach; One Hundred and Twenty-five Canal Street Realty Company—Award of Damages Caused by Changing Grade of Streets in Connection With Construction of Manhattan Bridge, and Issue of Corporate Stock Therefor (Cal. No. 164).

(On July 21, 1915 (Cal. No. 22), the matter was laid over until this meeting, under Rule 19.)

The Secretary presented the following report of the Comptroller:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 6, 1915.

To the Board of Estimate and Apportionment, The City of New York:

Gentlemen—Under date of June 9, 1915, the Board of Assessors issued a certificate awarding to One Hundred and Twenty-five Canal Street Realty Company, Incorporated, as Lessee, the sum of twenty-eight thousand dollars ($28,000) for damages to Lot 35, Block 303, in the Borough of Manhattan, on account of changing the grade of streets to conform to the location and construction of the Manhattan Bridge over the East River, City of New York. The office of the corporation counsel advised me in writing on the 21st ultimo that the certificate had been properly made and should be paid without interest.

The account from which the award should be paid is C. F. M. 23, "Awards for Damages—Change of Grade of Approaches to Manhattan Bridge." There now stands to the credit of said account, cash amounting to $400 and authority to issue further corporate stock to the extent of $2,100. These two amounts fall $25,500 short of the required sum. I would therefore request that you authorize the issue of corporate stock to the amount of twenty-five thousand five hundred dollars ($25,500) to provide for the payment of the award to the One Hundred and Twenty-five Canal Street Realty Company, Incorporated, and respectfully recommend the adoption of the subjoined resolution. Yours very truly,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, By the Board of Estimate and Apportionment, that the Comptroller be and is hereby authorized to issue corporate stock of The City of New York, in the manner provided by section 169 of the Greater New York Charter, to the amount of twenty-five thousand five hundred dollars ($25,500), the proceeds thereof, to the amount of the par value of the stock, to be applied to the payment of awards for damages caused by changing the grade of streets to conform to the location and construction of the Manhattan Bridge over the East River, City of New York, as certified by the Board of Assessors, pursuant to chapter 737 of the Laws of 1911, as amended by chapter 577 of the Laws of 1913 and chapter 595 of the Laws of 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Board of Estimate and Apportionment; Conference of Mayors of State of New York—Issue of Special Revenue Bonds for Contribution Towards Expenses of (Cal. No. 165).

(On May 13, 1915 (No. 9), on the recommendation of the Comptroller, the Board adopted a resolution recommending that the Board of Aldermen request an issue of $500 special revenue bonds for the purpose of paying the subscription of The City of New York for the year 1915 to the Conference of Mayors of the State of New York.)

(On July 21, 1915 (Cal. No. 26), the matter was laid over until this meeting, under Rule 19.)

The Secretary presented a resolution of the Board of Aldermen adopted on June 22, 1915, requesting an issue of Special Revenue Bonds to the amount of $500, the proceeds whereof to be used by the Comptroller for the purpose of paying the subscription of The City of New York for the year 1915 to the Conference of Mayors of the State of New York; and the following report of the Comptroller recommending approval thereof:

Department of Finance, City of New York, Bureau of Municipal Investigation and Statistics, July 13, 1915.

To the Board of Estimate and Apportionment, the City of New York:

Gentlemen—At a meeting held on June 22, 1915, the Board of Aldermen adopted the following resolution:

"Resolved, That, in pursuance of the provisions of subdivision 8 of section 188, of the Greater New York Charter, the Board of Estimate and Apportionment be and it is hereby requested to authorize the Comptroller to issue special revenue bonds to the amount of five hundred dollars ($500.), the proceeds whereof to be used by the Comptroller for the purpose of paying the subscription of the City of New York for the year 1915 to the Conference of Mayors of the State of New York."

The resolution failed to receive the approval or disapproval of the Mayor; therefore, as provided in section 40 of the Greater New York Charter, the same took effect as if he had approved it.

Under date of July 8, 1915, the resolution was referred by your board to the Comptroller and report is made thereon as follows:

The adoption of the foregoing resolution by the Board of Aldermen was in conformity with a request made by your Board under date of May 13, 1915, in accordance with subdivision 8, section 188 of the Greater New York Charter, as the result of the following report submitted to your Board under date of May 4, 1915:

"At the meeting of your Board on February 26, 1915, his Honor the Mayor presented, with his approval, a request from Rosslyn M. Cox, president of the Conference of Mayors of the State of New York, that New York City contribute $500 to the expenses of that conference and the State Bureau of Municipal Information for the year 1915. The matter was referred to the Comptroller for examination and report.

"This city's annual contribution to the conference has been $50. The officers and members having become convinced of the urgent need of systematic, continuous, co-operative work throughout the year, it is proposed to establish a State Bureau of Municipal Information having a permanent director and supervised by a council of five mayors. The bureau will gather and distribute to city officials of New York State statistical information on municipal questions, including important reports, details of pending legislative bills, plans for new departures, and the practical results of their application. It will also aim at a uniform system of accounting, the codification and standardization of municipal laws and ordinances, legislation in favor of absolute local self government, and the stimulation of public interest in municipal questions. The reference library of the State will give every assistance possible. The co-operation of city officials, civic organizations, corporations, utility managers, public service commissions and individual experts will be sought.

"The expenses for the first year are estimated at $10 000, the principal items being: salaries, $6,400; rent and furniture, $800; postage, stationery, clippings and multigraphing, $1,000. The plan apportions $500 as the share of cities of the first class and the bureau will not be established until $10,000 has been pledged.

"An arrangement by which our cities may profit more immediately and directly by one another's experience is certainly to be desired and the discussions of the conference during the last five years have emphasized the need of just such services as the bureau proposes to render. It is desirable that New York City should participate in this movement."

Some question having been raised as to the legality of the City's making a contribution for the purpose stated, the matter was submitted to the Corporation Counsel for an opinion, and under date of April 20, 1915, he wrote as follows:

"I am of opinion that the expenditure in question would not be violation of article VIII, section 10 of the Constitution of the State of New York, as in my view, it is for a 'City purpose' within the meaning of these words in that section. I know of no law which inhibits such an appropriation of municipal funds."

In view of the apparent benefit to be derived by the City through the expenditure of these funds, the adoption of the attached resolution approving of and concurring in the resolution of the Board of Aldermen is recommended. Very truly yours,

WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the resolution adopted by the Board of Aldermen on June 22, 1915, requesting an issue of special revenue bonds in the sum of five hundred dollars ($500), the proceeds thereof to be used by the Comptroller for the payment of the subscription of The City of New York for the year 1915 to the Conference of Mayors of the State of New York, be and the same is hereby approved of and concurred in by the Board of Estimate and Apportionment, and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8, section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding five hundred dollars ($500), redeemable from the tax levy of the year succeeding the year of their issue.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The Mayoralty; Fire Department—Transfer of Appropriation and Modification of Schedules (Cal. No. 166).

(On July 21, 1915 (Cal. No. 41), the matter was laid over until this meeting.)

The Secretary presented a communication, dated July 16, 1915, from the Assistant Secretary to the Mayor, requesting the transfer of $450 from Accounts Nos. 1689 and 1700 within the appropriation made to the Fire Department for the year 1915 to Accounts Nos. 63 and 66 within the appropriation made to the Mayoralty for the same year; and the following report of the Committee on Salaries and Grades recommending approval of the request and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 24, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 16, 1915, the Assistant Secretary to the Mayor requested a transfer of $450 from appropriations made to the Fire Department to appropriations made to the Mayoralty for the year 1915, as follows:

FROM

FIRE DEPARTMENT.

1689	General Plant Equipment	$250 00
1700	Contingencies	200 00

TO

THE MAYORALTY.

63	Purchase of Equipment	$250 00
66	Contingencies	200 00

The Bureau of Standards reports thereon as follows:

"The transfer of $250 to No. 63, Purchase of Equipment, is requested for the purpose of furnishing the Assistant Corporation Counsel assigned to the office with the latest law books and for two new typewriting machines to replace old and worn out ones. The appropriation for this account was $400. The expenditures for the first six months of 1915 amounted to $397.58.

"The transfer of $200 to No. 66, Contingencies, is to provide funds to meet expenses of a contingent character that may arise during the remainder of the year. The appropriation for this account was $400. The expenses for the first six months of 1915 amounted to $338.70.

"The Fire Commisioner has consented to the transfer of the necessary funds from the appropriation for his department."

In view of the foregoing we recommend the adoption of the attached resolutions approving the request. Respectfully,

WM. A. PRENDERGAST, Comptroller; HENRY H. CURRAN, Acting President, Board of Aldermen, Committee on Salaries and Grades.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 237 of the Greater New York Charter, hereby approves of the transfer of funds appropriated for the year 1915, as follows:

FROM

FIRE DEPARTMENT.

Purchase of Equipment.

1689	General Plant Equipment	$250 00
1700	Contingencies	200 00
		$450 00

TO

THE MAYORALTY.

63	Purchase of Equipment	$250 00
66	Contingencies	200 00
		$450 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the year 1915, as follows:

THE MAYORALTY.

63	Purchase of Equipment	$650 00
66	Contingencies	600 00

FIRE DEPARTMENT.

Purchase of Equipment.

1689	General Plant Equipment	$55,750 00
1700	Contingencies	4,800 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Public Service Commission for the First District—Proposed Elevation of the Long Island Railroad Tracks Where the Same Intersect Lambertville Avenue, Borough of Queens (Cal. No. 167).

(On June 4, 1915 (Cal. No. 92), the communication from the President of the Borough of Queens in this matter was referred to the Comptroller and the Chief Engineer of the Board.)

(On July 1, 1915 (Cal. No. 56), the matter was laid over until this meeting.)

The Secretary presented a communication, dated June 2, 1915, from the President of the Borough of Queens relative to the elevation of the Long Island Railroad tracks across Lambertville avenue, Borough of Queens, and the following report of the Comptroller and the Chief Engineer of the Board:

June 23, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—At the meeting of the Board of Estimate and Apportionment, held on June 4, 1915, a communication from the President of the Borough of Queens, referring to the elevation of the Long Island Railroad tracks across Lambertville Avenue, in the 4th Ward, Borough of Queens, was referred to the Comptroller and the Chief Engineer of the Board.

The Borough President states in his letter that on April 14th last he addressed a communication to the Public Service Commission, setting forth the necessity for the issuance of an order relative to the elevation of the railroad tracks at this point. The special argument in favor of this action being that the line of the Queens Traction Company, for which a franchise has been given, occupies Lambertville Avenue; that the City is now acquiring a fee title to this street at considerable expense; and that the way should be clear for the early construction of this surface line. He further says that the Secretary of the Public Service Commission advised him that inasmuch as this is not the elimination of an existing crossing, but simply the extension of a new street across an existing railroad, the State will not share in the expense, but the cost of the work will have to be divided equally between the railroad company and the City of New York, and that it might, therefore, be advisable to present the matter to the Board of Estimate and Apportionment to see whether the Board wishes to push the improvement at the present time.

The principal question involved is that of expense, and whether the Board believes that such expense should be incurred at the present time. The franchise of the Queens Traction Company contains a provision that wherever the route of this company crosses an existing steam surface railroad no grade crossing shall be created, but the traction company shall construct such temporary bridge as may be necessary to pass over the tracks of the steam railroad. To avoid this expense to the surface railway company, and at the same time to prevent the obstruction of any portion of the street which is not yet in use, it would be necessary to raise the Long Island Railroad tracks. These tracks have now been raised as far as the southerly side of South Street, all of the grade crossing between the Main Line on Atlantic Avenue to and including South Street having already been eliminated. From the southerly side of South Street the railroad descends on an embankment, and Lambertville Avenue is three long blocks below South Street. To treat Lambertville Avenue independently and raise the tracks to pass over it would be impracticable in that it would introduce a series of short, sharp grades inconsistent with steam railway operation, and the only feasible treatment would be to continue the track elevation through the three blocks between South Street and the southerly side of Lambertville Avenue, at which place a run-off would be constructed to meet the present grade of the railroad.

We have requested the Chief Engineer of the Long Island Railroad Company to furnish us with an estimate of the cost of this work. This estimate has been given in alternative form. The railroad occupies a position immediately west of a street laid out upon the map of the City and designated as "Railroad Avenue," formerly "Carlisle Street." To avoid encroaching upon this street it would be necessary to build a retaining wall along the side of the street which is the boundary of the railroad right of way. It would also be necessary to raise a spur track which crosses Railroad Avenue between Atlantic and Cumberland streets, serving the Jamaica Paragon Plaster Company. No provision is made for crossings at Atlantic and Cumberland streets, but the estimated cost of the elevation, including the retaining wall referred to, the bridge at Lambertville Avenue, and the elevation of the spur track, is $116,000, of which the City will be called upon to pay one-half. The alternative estimate is based upon the possibility of closing that portion of Railroad Avenue south of Atlantic Street, so that the construction of a concrete wall would not be necessary and the embankment might encroach upon the street. This would reduce the estimated cost to $89,000, of which again the City would be obliged to pay one-half.

In view of the fact that there is a distinct provision in the franchise of the Queens Traction Company that it shall build a temporary bridge across steam railroad tracks, and as such a bridge for the operation of electric surface cars can be constructed with grades far steeper than would be practicable in the case of the steam railroad, inasmuch as Lambertville Avenue has a width of 80 feet and such a temporary crossing could be constructed without seriously impairing the public use of the street, and as the cost of such a structure would be trifling in comparison with even the City's share of the raising of the Long Island Railroad tracks, we do not believe that this expense should be imposed upon the City at the present time, and we recommend that the President of the Borough of Queens be advised to require the surface railway company to construct a temporary overhead crossing in the manner provided by the terms of its franchise, and as it has already done in the case of the crossing of the main line of the Long Island Railroad on Queens Boulevard.

Respectfully, WM. A. PRENDERGAST, Comptroller; NELSON P. LEWIS, Chief Engineer.

On motion, the report was approved; by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Finance—Application of Mrs. Elizabeth Bischoff, Under Chapter 375, Laws of 1915 (Cal. No. 168).

The Secretary presented a report of the Committee, consisting of the Comptroller and the Corporation Counsel, in the matter of the application of Mrs. Elizabeth Bischoff, widow of the late Henry Bischoff, Justice of the Supreme Court of the State of New York, First Judicial Department, for an allowance of $5,912.90, pursuant to the provisions of chapter 375 of the Laws of 1915, this being the amount of annual compensation of said Justice unpaid by the City and County of New York for the calendar year 1913, which would have been earned by him had he lived until the close of that year and had served as such Justice.

The Committee recommended the allowance of this amount.

(On May 28, 1915 (No. 183), and on June 11, 1915 (Cal. No. 126), the above mentioned application was referred to this Committee.)

(On July 9, 1915 (Cal. No. 13), the report of the Committee was presented to the Board and the matter was laid over until this meeting.)

The matter was laid over until August 26, 1915.

Department of Finance—Application of Mrs. Minnie E. O'Sullivan, Under Chapter 473, Laws of 1915 (Cal. No. 169).

The Secretary presented a report of the Committee, consisting of the Comptroller and the Corporation Counsel, in the matter of the application of Mrs. Minnie L. O'Sullivan, widow of the late Thomas C. O'Sullivan, Judge of the Court of General Sessions, for an allowance of $5,003.80, pursuant to the provisions of chapter 473 of the Laws of 1915, this being the amount of annual compensation of said Justice unpaid by the City and County of New York for the calendar year 1913, which would have been earned by him had he lived until the close of that year and had served as such Justice.

The Committee recommended the allowance of this amount.

(On May 28, 1915 (Cal. No. 132), the above application was referred to this Committee.)

(On July 9, 1915 (Cal. No. 14), the report of the Committee was presented to the Board and the matter was laid over until this meeting.)

The matter was laid over until August 26, 1915.

Amethyst Street, from Morris Park Avenue to Sagamore Street; Unionport Road, from Morris Park Avenue to Rhinelander Avenue; and Rhinelander Avenue from Unionport Road to Amethyst Street, Borough of The Bronx—Acquiring Title (Cal. No. 170).

(On June 11, 1915 (Cal. No. 160), the matter was laid over until this meeting.)

The Secretary presented a report of the Chief Engineer (No. 14709), recommending the authorization of a proceeding to acquire title to these streets under the provisions of the new Street Opening Law.

The matter was laid over until August 26, 1915.

Bayreuth Street, Between Parsons Avenue and Percy Street, Borough of Queens—Cession of Property in Connection With the Opening of the Street Between Parsons Avenue and Dutchess Street (Cal. No. 171).

(On June 25, 1915 (Cal. No. 66), the matter was laid over until July 1, 1915, and the Chief Engineer was instructed to advise the Board as to whether there was any remedy in the matter of defective title.)

(On July 1, 1915 (Cal. No. 134), the matter was laid over until this meeting.)

The Secretary presented a communication, dated March 2, 1915, from Edward E. Sprague, Esq., requesting that an agreement be entered into with him relative to the acceptance of a deed of cession to a parcel of property within the lines of Bayreuth street, between Parsons avenue and Percy street, Borough of Queens; and the following report of the Chief Engineer:

Report No. 14650. June 17, 1915.

Hon. JOHN PURROY MITCHEL, Mayor, Chairman of the Board of Estimate and Apportionment:

Sir—Herewith is transmitted a communication from Edward E. Sprague, Esq., bearing date of March 2, 1915, requesting that an agreement be entered into with him relative to the acceptance of a deed of cession to a parcel of land within the lines of Bayreuth Street between Parsons Avenue and Percy Street, Borough of Queens, as provided under old section 994 of the Charter.

A proceeding for acquiring title to Bayreuth Street between Parsons Avenue and Dutchess Street was authorized under a resolution adopted on July 10, 1913, and amended on February 5, 1915, the amendment having been made in order to secure conformity with a slight change made in the street lines at a date subsequent to that on which the proceeding was authorized. The rule and damage maps are in course of preparation, but the proceeding has otherwise not been materially advanced. The petitioner states that while his property does not extend to the center of the street, the remaining area within the street lines adjoining his parcel was ceded to the City by William Ziegler and wife, and that the property to which his deed would relate has an area greater in proportion to the entire area to be acquired in the block than the amount of his frontage bears to the total frontage in the block which is subject to assessment. He therefore asks that the deed be accepted upon condition that after paying his proportionate share of the expense already incurred, he be exempted from further assessment for the opening of this street.

At the meeting of the Board of Estimate and Apportionment held on December 23, 1904, a resolution was adopted accepting a deed executed by William Ziegler and wife, dated September 20, 1904, purporting to convey to the City the land within the lines of Bayreuth (Beech) Street from the easterly side of Parsons Avenue to the easterly side of Murray Street, together with portions of Cypress Avenue, 17th Street, 18th Street, 19th Street, and 20th Street. This deed was accompanied by a certificate of the Title Guarantee and Trust Company certifying that it had examined the title to the said premises and found that the fee simple thereof was vested in William Ziegler. I have recently been informally advised that as a result of a search made by the Corporation Counsel at the request of the Borough President, it has been

found that William Ziegler was not the owner of all the lands which his deed purported to convey to the City, and that the only land owned by him in the block of Bayreuth Street between Parsons Avenue and Percy Street at the time of making his conveyance to the City comprised three parcels, each 50 feet wide, adjoining the southerly side of the street and having a combined area of about 5,000 square feet. The land yet to be acquired in this block has an area of approximately 28,000 square feet, and the frontage which is susceptible to assessment aggregates 1,053 feet. The parcel which the petitioner proposes to convey has an area of 1,758.6 square feet, and his remaining property has a frontage of 79.25 feet. It would, therefore, appear that this parcel represents about 6 per cent. of the area not yet acquired in the block, while its frontage represents about 7.5 per cent. of that which is assessable. The acceptance of the deed under these conditions would manifestly result in an injustice to other property owners, and it is recommended that the request be denied.

In view of the information now presented relative to the area affected by the deed accepted in 1904, I would recommend that the Corporation Counsel be asked to make a complete search as to the properties located within the lines of the streets recited in it, and to advise the Board as to the particular areas in which City ownership has been established. Respectfully, NELSON P. LEWIS, Chief Engineer.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby denies the petition, dated March 2, 1915, submitted by Edward E. Sprague, requesting the City of New York to accept a deed of cession to a parcel of land within the lines of Bayreuth street between Parsons avenue and Percy street, included in the proceeding authorized by the Board under resolutions adopted on July 10, 1913, and February 5, 1915, for acquiring title to Bayreuth street from Parsons avenue to Dutchess street, Borough of Queens; it being the opinion of the Board that the acceptance of said deed would result in an injustice to other property owners.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

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The Secretary was directed to request the Corporation Counsel to advise the Board regarding ownership of real property within the lines of Bayreuth and adjoining streets.

Eagle Avenue Extension, Hempstead, Nassau County—Request for Appropriation (Cal. No. 172).

The Secretary presented a report of the Chief Engineer on the petition of the West Hempstead, Hempstead Gardens and Lakeview Association, by E. J. Jennings, President, and of the Town Board of the Town of Hempstead and the Superintendent of Highways, requesting an appropriation of $10,000 for the construction of a highway along the westerly border of the Hempstead Storage Reservoir, from Eagle avenue to Front street, West Hempstead.

The Chief Engineer reports (14677) that this application was presented at the Board meeting of December 11, 1914 (Cal. No. 113), and was at that time referred to him for investigation. It is alleged by the petitioners that an old street opened in 1860 was closed without competent authority as a result of the construction of the Hempstead Storage Reservoir by the former City of Brooklyn. This application has been submitted to the Commissioner of Water Supply, Gas and Electricity, who advises that the only street opened across the Reservoir property was Eagle avenue, and that a substitute road was recently constructed for this by the City and the release of rights to the old road was established through a formal discontinuance of it in 1908 by the Commissioner of Highways for the Town. From the Commissioner's reply it is evident that the City is without obligation in this matter, and the construction is also objected to by him on the ground that it would necessitate an increase in the police force required to prevent the pollution of the water supply, and that such a road would have a tendency to increase the value of the property owned by the City and to involve payment of greater taxes to the town than is now the case.

The report recommends that the petition be denied, and that a copy of the communication from the Commissioner of Water Supply, Gas and Electricity be sent to the petitioners.

(On May 28, June 11, and on July 1, 1915, this matter was laid over; on the latter date (Cal. No. 132) until this meeting.)

Mr. E. J. Jennings appeared and requested an adjournment.

The matter was laid over until August 26, 1915.

Board of Estimate and Apportionment; Commissioners of the Sinking Fund—Rules Fixing Terms and Conditions Under Which Cessions of Land Within Street Lines May Be Made to the City.

Baker Avenue, from Garfield Street to Unionport Road, Borough of The Bronx—Cession of Land (Cal. No. 173).

The Secretary presented a communication from the Corporation Counsel, dated May 14, 1915, advising that under the provisions of chapter 606 of the Laws of 1915, rules should be enacted by the Board of Estimate and Apportionment, with the approval of the Commissioners of the Sinking Fund, fixing the terms and conditions under which property owners may cede land within the street lines to the City. The Corporation Counsel also calls attention to the fact that deeds are constantly being presented for consideration and that they cannot be accepted pending a determination as to the course to be followed; and report of the Chief Engineer stating that after full discussion of the subject with the Assistant Corporation Counsel in charge of the Bureau of Street Openings, rules have been prepared governing the acceptance of cessions. They have been so drawn as to insure against the unfair conditions which frequently resulted through the acceptance of deeds under the Charter provisions heretofore in force. It is proposed to require the grantors to either submit evidences of their ownership or in lieu thereof to deposit an amount equivalent to twenty-five cents per foot of frontage with provision that the total payment for any one parcel shall not exceed fifty dollars. These conditions are believed to be somewhat more advantageous to the property owners than those concurred in by the Board at its meeting of March 13, 1913, on the recommendation of the Comptroller.

The Secretary also presented a communication from William H. Daigneault, requesting the acceptance of deeds to three parcels of property in Baker avenue under the terms of the resolution heretofore in force on the ground that all of them had been executed before May 12, 1915, when the new Street Opening Law became effective.

(On June 25 and on July 1, 1915, the matter was laid over; on the latter date (Cal. No. 135) until this meeting.)

The matter was laid over until August 26, 1915.

Hudson Freight Terminal Company (Cal. No. 174).

Application for a franchise to build and operate a four-track subway from Water street through Hudson street to 14th street to 11th avenue to 72nd street and to connect with the New York Central Railroad at that point, with spurs to the Hudson River; also for the right to lease certain river front property and construct piers.

At a meeting of May 28, 1915 (Cal. No. 90) a report was received from the Bureau of Franchises recommending that the application be denied, and, at the request of the Company, action was defered until June 25, 1915 (Cal. No. 156) when the matter was laid over until this day.

At the request of J. Edward Rogers, Secretary of the Company, action was deferred until August 26, 1915.

MATTERS CONSIDERED BY UNANIMOUS CONSENT.

The following matters not on the Calendar for this day were considered by unanimous consent:

Board of Estimate and Apportionment; Department of Docks and Ferries—Appointment of a Commission to Study and Prepare Plans for a System of Freight Terminals, Etc. (No. 175).

(On February 20, 1914 (Cal. No. 28), there was presented a communication from the Secretary of the Chamber of Commerce of the State of New York, enclosing for the consideration of the Board the report of the Committee of said association on Harbors and Shipping and resolution adopted relative to the appointment by the Board of a commission to be composed in part of engineers and experts to make a study and prepare plans under the jurisdiction of the Committee on Port and Terminal Facilities, for a modern and more efficient system of freight terminals, especially along the North River front. This communication, report and resolution were then referred to the Committee on Port and Terminal Facilities.)

The Comptroller, as Chairman of the Committee on Port and Terminal Facilities, made the following statement:

Mr. Mayor, while there is no report of the Committee on Port and Terminal Facilities ready on the subject to-day, I think it is important that the matter be presented so that it may go upon the calendar for action next Thursday. What I now report I do informally as the Chairman of the committee.

In January, 1914, the principal civic organizations of the city, the Chamber of Commerce, Merchants' Association, and others, united in a suggestion to the city government that a thorough study be made of all our present port facilities with a view to laying down some very comprehensive plan covering not only the Borough of Manhattan but every borough in the city—a plan which would mean the intelligent co-ordination of all the different facilities, water and land, with a view to stimulating the commercial advantages of all the different boroughs of the city.

This question was considered very carefully by the committee and a number of conferences were held at the Mayor's office between the Committee on Port and Terminal Facilities and representatives of the different organizations.

I should say that in this effort for the appointment of a committee, the trunk railroads entering into the city of New York were represented by some of their principal officials.

The matter was under consideration for quite a long time, you can well understand. It was first presented to us in January, 1914.

The result of our conferences was the specific suggestion that a commission of engineers be appointed to perform this work. It was felt that this commission should not only represent the city, because in any plan that might be developed it was desirable to have the hearty co-operation of the railroad and commercial interests. In order that due justice should be done to all combined, the public, railroad, and commercial, it was important to have an impartial commission act for all these different interests. It was also suggested that in the performance of this work we try to call in men of eminence in the engineering profession and interest them in the work.

Suggestions for the personnel of this commission were asked from the different organizations and they submitted a large number of names; in fact, there have been over thirty under consideration at different times; they submitted them with the suggestion that the appointment by the Mayor of any of these names would be entirely satisfactory to them; in other words, that they felt they were entirely willing to leave the appointment of the committee to the city authorities.

The Mayor has very generously co-operated with the Committee on Port and Terminal Facilities in all matters pertaining to this question, and as the result of numerous deliberations the city authorities and the different commercial and railroad interests united in favor of a commission composed of Mr. John F. Stevens, Prof. George F. Swayne, and Engineer W. C. Loree. Mr. Stevens, as I need not tell you, was at one time Chief of the Panama Canal work and is a man regarded as one of the most eminent in his line. Prof. Swayne has acted as adviser in many railroad and commercial undertakings, and from the standpoint of technique is considered by all the people we have had a chance to consult as pre-eminent in his field. Mr. Loree has had ample experience in railroad and other matters. So, if we were to act favorably on a committee composed of Messrs. Stevens, Swayne and Loree, we would have the proper kind of commission.

We will now consider the question of the expense that would be involved in this work. I should explain that this task doesn't mean the laying out of some docks, or the question of passing upon the best terms to make with steamship companies or railroad companies for leases, but means a study of all our port and terminal questions in their relations to railroad matters, and, as the Mayor suggests, the movement of traffic, which is the important consideration underlying any improvements or changes that should be made, and refers to all the boroughs of the city and not to any one locality.

The question arose with us whether it would be necessary or wise to defer the settlement of the so-called west side matter and the South Brooklyn Marginal Railroad questions until such a commission as this, if appointed, could make its report. After consultation, not only with commercial and railroad interests but with Messrs. Stevens, Swayne and Loree, it was decided that both those matters were of sufficient immediate importance, and both of them sufficiently studied, and both of a character which would not interfere with the general plan of port development. That is the opinion of the engineers as well as the commercial interests, and is our own opinion, too. As far as these two matters are concerned the city would feel itself entirely free to proceed with them.

I took up the question of cost and we have a statement from the committee—although, of course, it must be an informal communication, because it has not been formally appointed—which gives an estimate of $125,000 annual cost.

On the question of the time it would take to make such a study as this, there can be no definite opinion expressed; it may be done in a year and a half, or two years, or it might take three years. If I may express my own personal opinion, I think it would consume a good deal of that time. So the proposition before us amounts to an outlay of a probable figure of $125,000—it may be less—running for approximately three years, to be used for such a study of this question as has never been made before by the City of New York, has been made by very few cities and only such cities as have developed their port facilities, and whose example we have constantly before us, such as Seattle and San Francisco and others on the Pacific coast which have performed work of this kind.

I have given this outline of this matter and by next week hope to have a report ready for the consideration of the Board.

We regret to say that the consideration of this matter, as well as other matters, by the Committee, has been delayed, possibly unduly delayed, because of the press of other work, and it has reached a point now where we must decide because one of these gentlemen has been reserving definite engagements with a view to knowing whether we will undertake this work, and it is only fair to him and his associates to give a definite answer without delay. That is the proposition.

I have not attempted, nor shall I endeavor, to explain the technical side of this question and how vastly important it is. There should be, for instance, very complete co-operation between the city and the railroads if we are ever going to develop the port improvement. One reason why we feel strongly inclined to favor the appointment of this commission is that we know that through it there will be a better understanding of our real needs.

The Mayor: Mr. Loree really represents the railroads.

Comptroller Prendergast: Yes. We not only invite them but have the very cordial co-operation of the railroads in everything pertaining to the improvement of our port facilities; and those of us who have acted on the committee in this Board that has handled this question for the last five years appreciate how important this question is.

That, Mr. Mayor, is in brief the statement of this proposition.

The Mayor: The Board should act next week, because if it should determine to go forward with this and does act on it next week it would then require action by the Board of Aldermen and that action would be taken only after some delay and a special meeting will have to be called for the purpose, which I think will be both necessary and justifiable. So I hope everybody will read the report of the committee as soon as produced and be ready to act.

In the meantime, if no objection, the report will be ordered on the calendar this week so that it can be acted on next week.

The report was ordered on the calendar for the meeting of August 5, 1915.

Board of Water Supply—Purchase of Easement in Parcel 57-B, Northern Aqueduct Department (No. 176).

The Secretary presented a communication, dated July 20, 1915, from the Secretary, Board of Water Supply, requesting approval of the purchase by said Board, from Mrs. Adaline Briggs, of an easement in perpetuity in Parcel 57B, Northern Aqueduct, covered by an option expiring August 14, 1915, for the sum of $50; and the following report of the Comptroller recommending approval of the request:

The City of New York, Department of Finance, Comptroller's Office, July 27, 1915.

To the Honorable the Board of Estimate and Apportionment:

Gentlemen—The Board of Water Supply in a communication to your Board under date of July 20, 1915, requests your approval of the purchase by said Board of Water Supply, from Mrs. Adaline Briggs, of an easement in perpetuity in Parcel 57B, Northern Aqueduct, covered by an option expiring August 14, 1915, for the sum of fifty dollars ($50).

This option covers Parcel 57B, as shown on a map made by the Board of Water

Supply of the City of New York entitled "Map of Parcels Nos. 57B, 57C, 57D, 57E and 53A, adjacent to Parcel No. 57, Section 2, Northern Aqueduct Department, situated in the Town of Phillipstown, Putnam Co., New York," Acc. E, 661, and contains 0.931 acres, and is to be used by the City of New York to build, maintain and use the same as an access road to Gate Chamber on Parcel 57, Section 2, Northern Aqueduct Department.

Parcel 57, Northern Aqueduct, adjoining and similar to Parcel 57B, contains 3.129 acres, and was acquired by condemnation proceedings, the award being $300 for same.

I therefore respectfully recommend, the price being reasonable and just under the circumstances, that the Board of Estimate and Apportionment approve of the purchase by the Board of Water Supply, from Mrs. Adaline Briggs, of an easement in perpetuity in Parcel 57B, Northern Aqueduct Department, covered by an option expiring August 14, 1915, for the sum of fifty dollars ($50), and that the Corporation Counsel be requested to prepare the necessary instruments and to take such other steps and proceedings as may be necessary and proper to consummate the purchase.

Respectfully, WM. A. PRENDERGAST, Comptroller.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of chapter 724 of the Laws of 1905, as amended, hereby approves of the action taken by the Board of Water Supply in relation to the purchase from Mrs. Adaline Briggs of an easement in perpetuity in parcel 57B, Northern Aqueduct, covered by an option expiring August 14, 1915, for the sum of fifty dollars ($50); the Corporation Counsel to prepare the necessary instruments and to take such other steps and proceedings as may be necessary and proper to consummate the purchase.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Bellevue and Allied Hospitals—Issue of Special Revenue Bonds and Modification of Schedules (No. 177).

The Secretary presented a resolution of the Board of Aldermen, adopted on June 22, 1915, requesting an issue of Special Revenue Bonds in the sum of $1,200, the proceeds thereof to be used by the Trustees of Bellevue and Allied Hospitals for the employment of three Trained Nurses at $800 per annum from July 1 to December 31, 1915; and the following report of the Committee on Salaries and Grades recommending approval thereof and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 21, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 22, 1915, the Board of Aldermen requested your Board to authorize the Comptroller to issue special revenue bonds to the amount of $1,200, the proceeds to be used by the Trustees of the Bellevue and Allied Hospitals. The Bureau of Standards reports thereon as follows:

"The request is made to provide funds for the employment of three Trained Nurses at $800 per annum from July 1 to December 31, 1915. These Nurses are to be assigned to the social service division, two at Bellevue Hospital and one at Harlem Hospital.

"The two Nurses that are assigned to Bellevue Hospital will assist in the after care of the drug patients, who are sent to the hospital in large numbers as a result of the enforcement of the Boylan Drug Law. These patients are kept under treatment for two weeks and are discharged apparently cured, but many of them soon return to their former habits. The Trustees wish to inquire into and overcome these conditions, which can best be done by specially qualified Nurses.

"The following table shows by comparison the number of drug patients admitted to Bellevue Hospital before and after July 1, 1914, when the Boylan Drug Law went into effect.

	1913.	1914.		1914.	1915.
July	50	125	January	31	91
August	35	103	February	43	85
September	38	97	March	61	98
October	26	93	April	85	142
November	38	76	May	73	80
December	38	78			

"A trained Nurse is required at Harlem Hospital to assist in the social service division for children. During the year 1914 15,394 cases passed through the children's clinic, and the Trustees claim that it is impossible to care for them properly with the one Nurse now available for the purpose.

"The Social Service Committee has been helping the City for four years and has made an appeal to the Trustees for assistance on account of the steadily increasing number of cases.

"The title and compensation as well as the work to be performed fall in the second grade of the Nurse Group of the proposed specifications, with an initial salary of $900 per annum."

In view of the above facts we recommend that the request be granted by the adoption of the attached resolutions. Respectfully,

WM. A. PRENDERGAST, Comptroller; HENRY H. CURRAN, Acting President, Board of Aldermen, Committee on Salaries and Grades.

On motion, rule 19 was waived in this matter and the following resolution was offered:

Resolved, That the two resolutions adopted by the Board of Aldermen on June 22, 1915, requesting issues of special revenue bonds in the aggregate sum of one thousand two hundred ($1,200) dollars, the proceeds thereof to be used by the Board of Trustees of Bellevue and Allied Hospitals for the purpose of employing three Trained Nurses for social service work, be and the same are hereby approved of and concurred in by the Board of Estimate and Apportionment; provided that no part of the proceeds of said issue shall be used except in accordance with schedules to be adopted by the Board of Estimate and Apportionment, and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8 of section 188 of the Greater New York Charter, to issue special revenue bonds of The City of New York to an amount not exceeding one thousand two hundred ($1,200) dollars, redeemable from the tax levy of the year succeeding the year of their issue.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, Bellevue and Allied Hospitals for the year 1915, to be effective as of July 1, 1915, as follows:

Personal Service, Salaries Temporary Employees, Hospital Service.

		Paid from Tax Levy Appropriation.	Paid from Special Revenue Bonds.	Total.
2060	Bellevue Hospital—			
	Lecturers, at $3, $5 $8 and $10	$800 00	.....	$800 00
	Trained Nurse, at $800 (12 months)	.....	$800 00	800 00
	Trained Nurse, at $600 (100 months, vacation relief)	5,000 00	.....	5,000 00
	Trained Nurse, at $600 (264 months)	13,200 00	.....	13,200 00
	Trained Nurse, at $480 (12 months)	480 00	.....	480 00
	Pupil Nurse, at $96 (1,730 months)	13,840 00	.....	13,840 00
	Pharmacist, at $1,200 (4½ months, vacation relief)	450 00	.....	450 00
	Hospital Helper, at $480 (32 months)	1,280 00	.....	1,280 00
	Hospital Helper, at $360 (70 months)	2,100 00	.....	2,100 00
	Hospital Helper, at $312 (12 months)	312 00	.....	312 00
	Hospital Helper, at $300 (320 months)	8,000 00	.....	8,000 00
	Hospital Helpers, at $288 (48 months)	1,152 00	.....	1,152 00
	Hospital Helper, at $240 (1,567 months)	31,340 00	.....	31,340 00
	Hospital Helpers, at $216 (22 months)	396 00	.....	396 00
	Hospital Helper, at $192 (129 months)	2,064 00	.....	2,064 00
	Hospital Helper, at $180 (738 months)	11,070 00	.....	11,070 00
	For Operating Pavilions I and K and L and M—			
	Trained Nurse, at $600 (186 months)	9,300 00	.....	9,300 00
	Hospital Helper, at $480 (6 months)	240 00	.....	240 00
	Hospital Helper, at $390 (6 months)	195 00	.....	195 00
	Hospital Helper, at $240 (306 months)	6,120 00	.....	6,120 00
	Hospital Helper, at $180 (492 months)	7,380 00	.....	7,380 00
	Hospital Helper, Mechanic, at $390 (18 months)	575 00	.....	575 00
	Unassigned balance	6,190 00	.....	6,190 00
	Schedule total			$122,284 00
	Tax Levy Allowance			$121,484 00
	Special Revenue Bond Allowance			800 00
				$122,284 00

Personal Service, Salaries Temporary Employees, Hospital Service.

		Paid from Tax Levy Appropriation.	Paid from Special Revenue Bonds.	Total.
2063	Harlem Hospital—			
	Trained Nurse, at $800 (18 months)	$800 00	$400 00	$1,200 00
	Trained Nurse, at $600 (72 months)	3,600 00	.....	3,600 00
	Pupil Nurse, at $96 (480 months)	3,840 00	.....	3,840 00
	Hospital Helper, at $480 (24 months)	960 00	.....	960 00
	Hospital Helper, at $360 (24 months)	720 00	.....	720 00
	Hospital Helper, at $300 (120 months)	3,000 00	.....	3,000 00
	Hospital Helper, at $240 (252 months)	5,040 00	.....	5,040 00
	Hospital Helper, at $192 (36 months)	576 00	.....	576 00
	Hospital Helper, at $180 (156 months)	2,340 00	.....	2,340 00
	Schedule total			$21,276 00
	Tax Levy Allowance			$20,876 00
	Special Revenue Bond Allowance			400 00
				$21,276 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Board of Aldermen—Issue of Special Revenue Bonds and Modification of Schedules (No. 178).

The Secretary presented a resolution of the Board of Aldermen, adopted on June 29, 1915, requesting an issue of Special Revenue Bonds in the sum of $4,900, the proceeds whereof to be used by the Committee on Buildings of the Board of Aldermen, for the purpose of meeting necessary expenses incidental to the preparation of a Building Code; and the following report of the Committee on Salaries and Grades recommending approval thereof and modification of schedules:

City of New York, Board of Estimate and Apportionment, Municipal Building, Bureau of Standards, July 27, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On June 29, 1915, the Board of Aldermen requested $4,900 in special revenue bonds for the Commmittee on Buildings. The Bureau of Standards reports thereon as follows:

"Of the $4,900 requested $3,000 is for the services of Mr. Rudolph P. Miller, employed as Secretary to the Committee at the rate of $500 per month, for the remainder of the year; $900 for the services of Mr. Needham, employed as Stenographer and Typewriter at the rate of $150 per month, for the remainder of the year. The $1,000 balance is the amount due Mr. Miller for services rendered during the year 1914.

"On April 15, 1914, Mr. Miller severed his connection as Superintendent of Buildings of the Borough of Manhattan to take up the work of the revision of the Building Code. He was paid $3,000 for his services with the Committee on Buildings during 1914, which amount is $1,000 less than the sum he should have received at the rate of $500 per month for 8 months."

In view of the foregoing report we recommend the adoption of the attached resolution granting the request. Respectfully,

WM. A. PRENDERGAST, Comptroller; HENRY H. CURRAN, Acting President, Board of Aldermen; Committee on Salaries and Grades.

On motion, Rule 19 was waived in this matter and the following resolution was offered:

Resolved, That the resolution adopted by the Board of Aldermen on June 29, 1915, and approved by the Mayor July 16, 1915, requesting an issue of Special Revenue Bonds in the sum of four thousand nine hundred dollars ($4,900), the proceeds thereof to be used by the Committee on Buildings of the Board of Aldermen for the purpose of meeting necessary expenses incident to the preparation of a Building Code, be and the same is hereby approved of and concurred in by the Board of Estimate and Apportionment, and for the purpose of providing means therefor, the Comptroller be and is hereby authorized, pursuant to the provisions of subdivision 8 of section 188 of the Greater New York Charter, to issue Special Revenue Bonds of The City of New York to an amount not exceeding four thousand nine hundred dollars ($4,900), redeemable from the tax levy of the year succeeding the year of their issue.

Which was adoped by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment hereby approves of the schedules, as revised, for the Board of Aldermen and City Clerk, for the years 1914 and 1915, as follows:

For the Year 1914.

14	Contingencies—	
	Board of Aldermen (General)	$10 00
	Building Code Revision Committee:	
	Secretary	4,000 00
	Stenographer, 7 months, at $150 per month	1,050 00
	Contingencies	450 00
	Codification Committee:	
	Stenographer, 30 weeks at $20 per week	600 00
	Contingencies	20 00
		$6,130 00
	President, Board of Aldermen	10 00
	City Clerk	104 00
		$6,244 00

Tax Levy Allowance	$5,124 00
Special Revenue Bond Allowance	1,120 00
Total Allowance	$6,244 00

For the Year 1915.

12 Contingencies—	
Board of Aldermen (General)	$10 00
Committee on Buildings:	
Secretary	6,000 00
Stenographer (12 months at $150 per month)	1,800 00
Contingencies	600 00
Committee on Codification of Ordinances:	
Stenographer (10 weeks, at $20 per week)	320 00
Contingencies	60 00
Special Committee of the Board of Aldermen for the 250th anniversary celebration	2,000 00
Special Committee of the Board of Aldermen for the observance of Independence Day	10,000 00
	$20,790 00
President, Board of Aldermen	10 00
City Clerk	10 00
	$20,810 00
Tax Levy Allowance	$30 00
Special Revenue Bond Allowance	20,780 00
Total Contingencies	$20,810 00

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Public Service Commission for the First District—Consent to Proposed Contract with Holbrook, Cabot & Rollins Corporation for the Construction of Section No. 3, Routes 4 and 36 of the Broadway-Fourth Avenue Rapid Transit Railroad; and Issue of Corporate Stock Therefor (No. 179).

The Secretary presented the following requisition and communication from the Public Service Commission for the First District and report of the Comptroller recommending approval thereof:

State of New York, Public Service Commission for the First District, Tribune Building, New York, July 28, 1915.

To the Board of Estimate and Apportionment of The City of New York:

The Public Service Commission for the First District herewith transmits to you for your consent as required by law a proposed contract between The City of New York and Holbrook, Cabot & Rollins Corporation, for the construction of Section No. 3 of Routes Nos. 4 and 36, being that portion of the Broadway-Fourth Avenue Rapid Transit Railroad which begins at a point under Broadway, in the Borough of Manhattan, about ninety-eight (98) feet north of the northerly building line of West 38th Street and extending thence northerly under Broadway and Seventh Avenue to a point under Seventh Avenue near the southerly building line of West 51st Street.

The Public Service Commission for the First District requests your Honorable Board to consent to said contract herewith transmitted and to prescribe a limit to the amount of bonds available to meet the requirements of said contract, to wit, the sum of three million seven hundred forty thousand nine hundred twelve and fifty one-hundredths dollars ($3,740,912.50), and also to direct the Comptroller of The City of New York to issue the bonds of said City at such a rate of interest as the Commissioners of the Sinking Fund may prescribe for the purpose of providing the necessary means of executing said contract, to wit, the sum of three million seven hundred forty thousand nine hundred twelve and fifty one-hundredths dollars ($3,740,912.50).

The Public Service Commission for the First District does hereby, pursuant to Section 45 of the Greater New York Charter, make request for the authorization of such corporate stock for the full amount sufficient to pay the entire estimated expense of executing such contract, to wit, the sum of three million seven hundred forty thousand nine hundred twelve and fifty one-hundredths dollars ($3,740,912.50).

This requisition is a sub-requisition on account of and not in addition to the requisition made by the Public Service Commission for the First District under date of March 18, 1913, upon your Honorable Board for sixty million dollars ($60,000,000) for the purpose of carrying out the contract dated March 19, 1913, known as Contract No. 4 between The City of New York, acting by the Public Service Commission for the First District, and New York Municipal Railway Corporation for additional rapid transit railroads and the appropriaton made thereunder by your Honorable Board on March 18, 1913.

In witness whereof the Public Service Commission for the First District has caused its official seal to be hereto affixed and attested by its Secretary and these presents to be signed by its Chairman this 28th day of July, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by EDWARD E. McCALL, Chairman.

(L.S.)

Attest: TRAVIS H. WHITNEY, Secretary

State of New York, Public Service Commission for the First District, Tribune Building, 154 Nassau Street, New York, July 30, 1915.

JOSEPH HAAG, Esq., *Secretary, Board of Estimate and Apportionment,* Municipal Building New York City:

Dear Sir—Referring to the communication dated July 28, 1915, from this Commission to the Board of Estimate and Apportionment, making requisition upon the Board of Estimate and Apportionment for $3,740,912.50 to meet the requirements of a proposed contract with Holbrook, Cabot and Rollins Corporation for the construction of Section 3 of Routes Nos. 4 and 36, I beg to state that there was a slight error in the statement of the amount, which should have been $3,740,913.50, as appears by the tabulation of the bids for the said section of rapid transit railroad, transmitted by this Commission with the said requisition.

Will you please, therefore, amend the requisition and other papers so as to substitute for the amount of $3,740,912.50 the amount of $3,740,913.50?

Very truly yours, TRAVIS H. WHITNEY, Secretary.

INVITATION TO CONTRACTORS.

Part of the Broadway-Fourth Avenue Rapid Transit Railroad.

The Public Service Commission for the First District (hereinafter called the "Commission"), acting for and on behalf of The City of New York (hereinafter called the "City"), invites proposals to construct Section No. 3 of Routes Nos. 4 & 36, a part of the Broadway-Fourth Avenue Rapid Transit Railroad.

The points within the City between which the said part is to run and the route or routes to be followed are briefly as follows:

Section No. 3. Beginning at a point under Broadway, in the Borough of Manhattan, about ninety-eight (98) feet north of the northerly building line of West 38th Street and extending thence northerly under Broadway and Seventh Avenue to a point under Seventh Avenue near the southerly building line of West 51st Street.

The general plan of construction calls for a subsurface railroad having four tracks.

The Contractor will not be required to provide or lay tracks, ties or ballast nor to do station finish work.

The work under the contract will include the care and support of buildings, vaults, sewers, pipes, railroads and other surface, subsurface and overhead structures, the maintenance of traffic, the restoration of pavements and other surfaces, and the removal and reconstruction of portions of the Manhattan-Bronx Rapid Transit Railroad.

The removal and reconstruction of portions of said Manhattan-Bronx Rapid Transit Railroad must be so conducted as not to interfere with or interrupt the safe and continuous operation of trains in said Railroad or the use of said Railroad for passenger traffic, and the Contractor shall be responsible for the support, maintenance, safety and protection of said Railroad, including its equipment and rolling stock, and for the safety and protection of passengers and other persons therein.

In view of the nature of the work the attention of bidders is also called to the fact that the Contractor must be amply able financially to execute the work, and the Contractor must, if required by the Commission, furnish the Commission with a detailed statement of his financial condition.

The method of construction will be by trench excavation under cover, unless otherwise permitted by the Commission.

The Contractor will be required to prosecute the work of construction from working shafts located as specified in the contract.

Bidders must examine the form of contract and the specifications and contract drawings, must visit the location of the work and inform themselves of the conditions along the line of the work and make their own estimates of the facilities and difficulties attending the execution of the work.

A fuller description of the work and other requirements, provisions, details and specifications are given in the form of contract and in the contract drawings therein referred to. Copies of the forms of contract, bond and contractor's proposal and of the contract drawings may be inspected and purchased at the office of the Commission, No. 154 Nassau Street, Borough of Manhattan, New York City. The forms of contract, bond and contractor's proposal and the contract drawings are to be deemed a part of this Invitation.

Partial payments to the Contractor will be made as the work proceeds, as provided in the contract.

The Contractor must within twenty (20) months from the delivery of the contract complete the Railroad and such other work covered by the contract as may be necessary to put the Railroad in condition for operation and must complete all other work covered by the contract within thirty (30) months from the delivery of the contract.

At the time of the delivery of the contract the Contractor must furnish security to the City by depositing a bond, cash or securities, in the sum of six hundred thousand dollars ($600,000). As further security fifteen per centum (15%) of the amounts certified from time to time to be due to the Contractor will be deducted until the amounts so deducted and retained shall equal ten per centum (10%) of the total estimated amount to be paid to the Contractor under the contract. Thereafter there shall be so deducted and retained for such purpose ten per centum (10%) of the amounts certified from time to time to be due to the Contractor.

Sealed bids or proposals will be received at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, City of New York, until the 27th day of July, 1915, at twelve fifteen (12:15) o'clock p. m., at which time and place, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

Proposals must be in the form prescribed by the Commission.

A statement, based upon the estimate of the Chief Engineer of the Commission, of the quantities of the various classes of the work and of the nature and extent as near as practicable of the work is to be found in the schedule in the form of contractor's proposal. The quantities given in such schedule are approximate only, being given as a basis for the uniform comparison of bids, and no claim is to be made against the City on account of any excess or deficiency, absolute or relative, in the same except as provided in the specifications and form of contract.

Every proposal must when submitted be enclosed in a sealed envelope endorsed *"Proposal for Constructing Part of Rapid Transit Railroad—Routes Nos.* 4 & 36, *Section No.* 3," and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box in which all proposals will be deposited. No proposal will be received unless accompanied by a separate certified check for seventy-five thousand dollars ($75,000) payable to the order of the Comptroller of the City and drawn upon a national or state bank or trust company satisfactory to the Commission and having its principal office in New York City. Such check must not be enclosed in the envelope containing the proposal.

The Unit Prices must not be improperly balanced, and any bid which the Commission considers detrimental to the City's interests may be rejected.

No proposal after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

Deposits made by bidders whose proposals are not accepted will be returned within three (3) days after the contract is executed and delivered and its provisions in respect of the bond of deposit are complied with, unless all proposals shall be rejected, in which event such deposits will be returned within three (3) days after such rejection. The deposit of the successful bidder will be returned when the contract is executed and delivered and its provisions in respect of the bond or deposit are complied with.

The right to reject any and all bids is reserved.

New York, July 9, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by EDWARD E. McCALL, Chairman.

TRAVIS H. WHITNEY, Secretary.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

Contract for the Construction of a Part of a Rapid Transit Railroad, Routes Nos. 4 *and* 36, *Section No.* 3.

Approved as to form this day of , 1915.

Acting Corporation Counsel.

RAPID TRANSIT RAILROAD—CONTRACT.

Routes Nos. 4 *and* 36, *Section No.* 3.

Agreement made this day of , 1915, between The City of New York, hereinafter called the City, acting by the Public Service Commission for the First District, hereinafter called the Commission, party of the first part, and Holbrook Cabot and Rollins Corporation hereinafter called the Contractor, party of the second part.

Whereas the Commission in behalf of the City by due advertisement, pursuant to law, has invited contractors to submit to the Commission proposals for making this contract; and

Whereas the Contractor has thereupon duly submitted to the Commission a proposal, which has been accepted; and

Whereas the Board of Estimate and Apportionment of the City has consented to this contract;

Now, Therefore, in consideration of the mutual convenants and agreements hereinafter contained, and under the authority of chapter 4 of the laws of 1891 entitled "An Act to provide for Rapid Transit Railways in Cities of over One Million Inhabitants," and of the various acts amending the same, the parties do hereby, the City for itself and its successors, and the Contractor for itself, its successors and assigns,

Agree each with the other as follows:

CHAPTER I.

General Provisions and Definitions.

Outline of Contract.

Article I. The Contractor agrees to construct the part hereinafter described of a Rapid Transit Railroad, with its appurtenances. The City agrees to pay the Contractor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

Brief Description of Work.

Article II. The Railroad to be constructed under this contract forms part of a certain route adopted by the Board of Rapid Transit Railroad Commissioners for The City of New York on May 12, 1905, and known as the Seventh and Eighth Avenue Route or Route No. 4. The part to be constructed under this contract consists of

Section No. 3.

Beginning at a point under Broadway, in the Borough of Manhattan, about ninety-eight (98) feet north of the northerly building line of West 38th Street and extending thence northerly under Broadway and Seventh Avenue to a point under Seventh Avenue near the southerly building line of West 51st Street.

The location of the tracks and the dimensions and other characteristics of the Railroad are given in the specifications forming a part of this contract and in the contract drawings hereinafter mentioned.

Statute Incorporated Herein.

Article III. This contract is made pursuant to the Rapid Transit Act, which is to be deemed a part hereof as if it were incorporated herein.

Marginal Notes, Etc.

Article IV. Titles, headings, running headlines and marginal notes are printed hereon merely for convenience and shall not be deemed to be any part of this contract for any purpose whatever.

Definitions of Words.

Article V. The following words and expressions used in this contract shall, except where by the context it is clear that another meaning is intended, be construed as follows:

(1) The word "City" to mean The City of New York and any other corporation or division of government to which the ownership, rights, powers and privileges of The City of New York under the Rapid Transit Act shall hereafter come, belong or appertain.

(2) The word "Commission" to mean the Public Service Commission for the First District and any other board, body, commission, official or officials to which or to whom the powers now belonging to the said Commission in respect of the location, construction, equipment, maintenance and operation of rapid transit railroads under the provisions of the Rapid Transit Act shall, by virtue of any act or acts, hereafter pass or be held to appertain.

(3) The word "Contractor" to mean the part* of the second part to this contract, and†

and assigns and any and every person or corporation who or which shall at any time be liable in the place or for the part of the second part to perform any obligations under this contract assumed by the said part of the second part. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "it," "she" and "they;" the word "him" shall include "her," "it" and "them;" and the word "his" shall include "its," "her" and "their."

(4) The word "Comptroller" to mean the Comptroller of the City and the officer or board to whom or to which his powers now existing under the Rapid Transit Act shall come to appertain.

(5) The word "Engineer" to mean the Chief Engineer of the Commission or his duly authorized representative and any successor or successors duly appointed or any deputy or substitute for him who shall be appointed by the Commission or by its authority.

(6) The word "Inspector" to mean any representative of the Engineer designated by him to act as inspector.

(7) The words "Rapid Transit Act" to mean chapter 4 of the laws of 1891 as amended by chapters 102 and 556 of the laws of 1892, chapters 528 and 752 of the laws of 1894, chapter 519 of the laws of 1895, chapter 729 of the laws of 1896, chapter 616 of the laws of 1900, chapter 587 of the laws of 1901, chapters 533, 542, 544 and 584 of the laws of 1902, chapters 562 and 564 of the laws of 1904, chapters 599 and 631 of the laws of 1905, chapters 472, 606 and 607 of the laws of 1906, chapters 429 and 534 of the laws of 1907, chapter 472 of the laws of 1908, chapter 498 of the laws of 1909, chapters 205, 504, 505 and 506 of the laws of 1910, chapter 888 of the laws of 1911, chapter 226 of the laws of 1912, chapters 100, 510, 524 and 540 of the laws of 1913 and chapter 118 of the laws of 1914, chapters 534, 544, 545, 590 and 604 of the laws of 1915, or as heretofore otherwise amended.

(8) The word "Railroad" to mean the part of a Rapid Transit Railroad which the Contractor agrees by this contract to build, together with all appurtenances thereto which are to be constructed or provided by the Contractor.

(9) The words "the Works" to mean all the matters and things herein agreed to be furnished or done by or on the part of the Contractor.

(10) The words "New York" to mean the City of New York according to its boundaries at the date of this contract.

(11) The words "daily newspaper" to mean any paper regularly published in New York on every day or every day except Sundays and holidays.

(12) The word "notice" to mean a written notice.

(13) The words "directed," "required," "permitted," "ordered," "designated," "prescribed" or words of like import used in the specifications or upon the drawings to mean, respectively, the direction, requirement, permission, order, designation or prescription of the Engineer, and similarly the words "approved," "acceptable," "satisfactory" or words of like import to mean approved by or acceptable or satisfactory to the Engineer.

(14) The word "ton" to mean the short ton of two thousand (2,000) pounds.

Legal Address of Contractor.

Article VI. The Contractor hereby designates Room No. on the floor of the building No. in the Borough of in the City of New York as the place where all notices, directions and other communications to the Contractor may be served, mailed or delivered. The delivering at the aforesaid place or depositing in a post-paid wrapper directed to the aforesaid place in any post-office box regularly maintained by the Post-office Department, of any notice, direction or other communication to the Contractor shall be deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Commission. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally or if the Contractor be a corporation, upon any officer or director thereof.

Contractor Responsible for Acts of Subcontractor's Employees.

Article VII. If the Contractor shall cause any part of this contract to be performed by a sub-contractor, the provisions of this contract shall apply to such sub-contractor, and his officers, agents and employees in all respects as if he and they were employees of the Contractor; and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all acts and negligence of the sub-contractor, his officers, agents and employees as if they were employees of the Contractor. The employees of the sub-contractor shall be subject to the same provisions hereof as employees of the Contractor; and the work and materials furnished by the sub-contractor shall be subject to the provisions hereof as if furnished directly by the Contractor.

Commission May Disapprove of Sub-Contractor.

Article VIII. The Contractor, before making any sub-contract of the work, shall state in writing to the Commission the name of the proposed sub-contractor, the portion of the work which such sub-contractor is to do or the materials which such sub-contractor is to furnish, the place of business of such sub-contractor and such other information as the Commission may require. The Commission shall have the right to require the Contractor not to award any sub-contract to a person, firm or corporation disapproved of by the Commission.

CHAPTER II.

Work to Be Done, Prices, Etc.

Work to Be Done.

Article IX. The Contractor shall furnish all the labor and materials, plant, power, tools, supplies and other means of construction necessary or proper for constructing and completing the Railroad and performing all the work which the Contractor agrees by this contract to perform in the manner and within the times hereinafter specified. He shall complete the Railroad and do all work and furnish all labor and materials in and about the construction of the Railroad to the satisfaction of the Commission and in accordance with this contract and the specifications and drawings herein mentioned at the prices herein agreed upon and fixed therefor; provided, however, that said contract drawings may from time to time be altered or modified as hereinafter provided.

Construction Includes Incidental Work.

Article X. In order to construct the Railroad it will be necessary to take up and relay the sidewalk and roadway pavement or other surface material and to protect, support and maintain all buildings and other structures, including their foundations, and all surface and subsurface railroads, monuments, water mains, gas pipes, electric subways, poles and wires, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures with their appurtenances and connections as the same may be met along the route; to build sewers both along the route and other streets; to make or remake the necessary manholes, catch basins and other sewer connections therewith; to move, alter, readjust or rebuild water mains, gas pipes, electric subways, poles and wires, vaults, including vaults of abutting property, and other surface, subsurface and overhead structures with their appurtenances and connections; to remove and reconstruct portions of the Manhattan-Bronx Rapid Transit Railroads; to support, maintain, protect, secure and underpin said Manhattan-Bronx Rapid Transit Railroad; and to do all such additional and incidental work as may be necessary for the completion of the Railroad and the reconstruction and restoration of the street pavements and other surfaces and of all surface, subsurface and overhead structures and of all abutting property and buildings which may have been directly or indirectly affected, disturbed or injured by the Contractor in the progress of the work of construction to as useful, safe, durable and good a condition as existed before construction was begun. All such work of every description, including underpinning or the maintaining, protecting and securing wherever necessary of all buildings and structures of whatsoever nature, monuments and surface, subsurface and elevated railroads affected by or interfered with during the construction of the Railroad, is part of the work which is included in this contract and which the Contractor agrees to perform for the prices herein agreed upon.

Article XI. The City will pay and the Contractor shall receive in full compensation for constructing and completing the Railroad (including all incidental work) and for performing and completing the Works and for all expense in connection therewith or incidental thereto, including the furnishing of all labor, materials, plant, power, tools, supplies and other means of construction and including administration, superintendence and insurance, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of any description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the prices contained in the Schedule of Unit Prices following:

Schedule of Unit Prices.

Item 1. For earth excavation above mean high water (except excavation for sewers, pipes and ducts), including the disposal of it, etc., the sum of three dollars and twenty-five cents ($3.25) per cubic yard.

Item 2-A. For earth excavation (except tunnel excavation), both above and below mean high water, for sewers, pipes and ducts other than street railroad ducts, including the disposal of it, etc., the sum of three dollars and twenty-five cents ($3.25) per cubic yard.

Item 3. For rock excavation (except excavation for sewers, pipes and ducts), including the disposal of it, etc., as follows:

(a) From Sta. 210+60 to Sta. 219+75 and from Sta. 223+00 to Sta. 243+80, the sum of five dollars and twenty-five cents ($5.25) per cubic yard.

(*b*) From Sta. 219+75 to Sta. 223+00, the sum of five dollars and thirty cents ($5.30) per cubic yard.

Item 3-A. For rock excavation (except tunnel excavation), for sewers, pipes and ducts other than street railroad ducts, including the disposal of it, etc., the sum of five dollars and fifty cents ($5.50) per cubic yard.

Item 4. For underpinning buildings (except as provided in Sections Nos. 361 and 427), including all incidental work, labor and material, per lineal front foot of building underpinned, as follows:

(a) For buildings less than seven (7) stories in height, the sum of one hundred dollars ($100) per front foot.

(b) For buildings from seven (7) to twelve (12) stories, inclusive, in height, the sum of one hundred seventy-five dollars ($175) per front foot.

(c) For buildings over twelve (12) stories in height, the sum of two hundred and fifty dollars ($250) per front foot.

Item 4-E. For maintaining, protecting and securing buildings (except as provided in Sections Nos. 361 and 427), including all incidental work, labor and material, the sum of fifty dollars ($50) per lineal front foot of building maintained, protected and secured.

Item 4-II. For maintaining, protecting, supporting, securing and underpinning the Knickerbocker Hotel building (including upper vault), located at the southeast corner of Broadway and West 42nd Street, as required by Section No. 427, the lump sum of twenty-five thousand dollars ($25,000).

Item 4-JJ. For maintaining, protecting, securing and underpinning the Times Building, located on the west side of Broadway, between West 42nd and West 43rd Streets, as required by Section No. 427, the lump sum of five thousand dollars ($5,000).

Item 4-KK. For maintaining, protecting, securing and underpinning the Longacre Building, located at the northeast corner of Broadway and West 42nd Street, as required by Section No. 427, the lump sum of twenty-five thousand dollars ($25,000).

Item 4-LL. For maintaining, protecting, securing and underpinning the public comfort station, located in Times Square on the south side of West 47th Street, as required by Section No. 427, the lump sum of five thousand dollars ($5,000).

Item 5-A. For tunnel excavation, both above and below mean high water, for sewers, including the disposal of it, the sum of fifteen dollars ($15.00) per cubic yard.

Item 6. For concrete masonry, in place, the sum of nine dollars ($9.00) per cubic yard.

Item 7. For protective concrete masonry, in place, outside of waterprofing, the sum of eight dollars ($8.00) per cubic yard.

Item 8. For rubble stone masonry, in place, the sum of six dollars and fifty cents ($6.50) per cubic yard.

Item 8-A. For dry rubble masonry, in place, the sum of four dollars ($4.00) per cubic yard.

Item 9. For brick masonry, in place, the sum of fifteen dollars ($15) per cubic yard.

Item 9-G. For placing Column C-27, including all incidental work, labor and material, as required by Section No. 427, the lump sum of one thousand dollars ($1,000).

Item 10. For hollow terra cotta brick or tile masonry of any thickness, in place, the sum of fifteen dollars ($15) per cubic yard.

Item 11. For grout of Portland cement, the sum of four dollars ($4) per barrel of Portland cement used.

Item 11-A. For resurfacing old concrete masonry with Portland cement mortar, the sum of one dollar and fifty cents ($1.50) per square yard.

Item 12. For timber piles, in place and prepared, the sum of two dollars ($2) per lineal foot.

Item 13. For timber foundations, placed and fastened, the sum of eighty dollars ($80) per thousand feet, broad measure.

Item 14. For broken stone or gravel, in place, other than that used in concrete, the sum of two dollars and seventy-five cents ($2.75) per cubic yard.

Item 15. For waterproofing, treated woven fabric (except dry-ply), laid with coal-tar pitch or asphalt, in place, as follows:

(a) For one-ply, the sum of thirty-two dollars ($32) per square yard.
(b) For two-ply, the sum of fifty cents ($0.50 cents) per square yard.
(c) For three-ply, the sum of seventy-five cents ($0.75) per square yard.
(d) For four-ply, the sum of one dollar ($1.00) per square yard.
(e) For five-ply, the sum of one dollar and fifty cents ($1.50) per square yard.
(f) For six-ply, the sum of one dollar and seventy-five cents ($1.75) per square yard.
(i) For dry-ply, the sum of twenty cents ($.20) per square yard.

Item 16. For waterproofing, brick laid in asphalt mastic, in place, the sum of twenty-five dollars ($25.00) per cubic yard.

Item 17. For vitrified or cast-iron drain pipe, in place, as follows:

(a) For twelve (12) inch vitrified pipe, the sum of seventy cents ($0.70) per lineal foot.

(b) For ten (10) inch vitrified pipe, the sum of sixty-five cents ($0.65) per lineal foot.

(c) For eight (8) inch vitrified pipe, the sum of fifty-five cents ($0.55) per lineal foot.

(d) For six (6) inch vitrified pipe, the sum of fifty cents ($0.50) per lineal foot.

(e) For four (4) inch vitrified pipe, the sum of forty-five cents ($0.45) per lineal foot.

(g) For six (6) inch cast-iron pipe, the sum of seventy cents ($0.70) per lineal foot.

(h) For four (4) inch cast-iron pipe, the sum of seventy-five cents ($0.75) per lineal foot.

(i) For ten (10) inch cast-iron pipe, the sum of one dollar and twenty-five cents ($1.25) per lineal foot.

Item 17-A. For cast-iron pipe and fittings, including specials, "extra heavy," in place, as follows:

*Here and in like blanks hereafter insert *y* or *ies*, as the case may be.

†Here insert, as the case may be, either *its successors* or *his executors, administrators*, or *their executors, administrators*.

(a) For three (3) inch, the sum of one dollar ($1.00) per lineal foot.
(b) For four (4) inch, the sum of one dollar and twenty-five cents ($1.25) per lineal foot.
(c) For six (6) inch, the sum of one dollar and fifty cents ($1.50) per lineal foot.
(d) For eight (8) inch, the sum of two dollars ($2.00) per lineal foot.

Item 18. For Tunnel ducts, in place, as required by Section No. 407, the sum of ten cents ($0.10) per duct foot.

Item 19. For riveted steel, painted and erected, as follows:
(a) From Sta. 210+60 to Sta. 219+75 and from Sta. 223+00 to Sta. 243+80, the sum of eighty dollars ($80.00) per ton.
(b) From Sta. 219+75 to Sta. 223+00, the sum of ninety dollars ($90.00) per ton.

Item 19-C. For the cutting, removal and disposal of old cast iron and steel, including all incidental work, as required by Section No. 427, the sum of fifty dollars ($50.00) per ton.

Item 20. For steel beams and shapes with or without connections, painted and erected, as follows:
(a) From Sta. 210+60 to Sta. 219+75 and from Sta. 223+00 to Sta. 243+80, the sum of seventy-five dollars ($75.00) per ton.
(b) From Sta. 219+75 to Sta. 223+00, the sum of eighty-five dollars ($85.00) per ton.

Item 20-A. For drilling holes in steel, including all incidental work, as required by Section No. 427, the sum of one dollar ($1.00) per hole.

Item 21. For steel rods and bars built in concrete, the sum of ninety dollars ($90.00) per ton.

Item 25. For miscellaneous iron castings, such as manhole heads and covers, gratings, etc., but not including castings for sewer work or pipes, in place, the sum of seventy-five dollars ($75.00) per ton.

Item 25-C. For miscellaneous iron furnishings for sewer manholes and basins, both cast and wrought, such as manhole and basin heads, covers, inlet gratings or bars, manhole steps, etc., but not including pipe, in place, the sum of seventy-five dollars ($75.00) per ton.

Item 26. For special wire forms, in place, the sum of ten cents ($0.10) per pound.

Item 27-B. For one and three-fourths (1¾) inches seasoned oak or ash hand-rail, in place, including finishing, oiling and connections, the sum of twenty-five cents ($0.25) per lineal foot of rail.

Item 28. For steel gratings for ventilation, in place, including frames, etc., the sum of one dollar and fifty cents ($1.50) per square foot.

Item 29. For vault lights, in place, the sum of two dollars ($2.00) per square foot.

Item 30. For street surface restored, as follows:
(a) Within curb lines, including curbs and all structures and growth therein or thereon, the sum of two dollars ($2.00) per square yard.
(e) For repavement of roadways between curb lines with Asphalt pavement, the sum of two dollars and fifty cents ($2.50) per square yard.
(f) For repavement of roadways between curb lines with Granite Block pavement, the sum of two dollars ($2.00) per square yard.
(i) For new bluestone curb, in place, including all incidental work, labor and material, the sum of one dollar ($1.00) per lineal foot.
(k) For new eight (8) inch granite curb, in place, including all incidental work, labor and material, the sum of one dollar and fifty cents ($1.50) per lineal foot.

Item 32. For wrought-iron electric conduits, in place in stations, as follows:
(a) For three-fourths (¾) inch wrought-iron conduits, the sum of twenty cents ($0.20) per lineal foot.
(b) For one and one-half (1½) inch wrought-iron conduits, the sum of twenty-five cents ($0.25) per lineal foot.
(c) For two (2) inch wrought-iron conduits, the sum of thirty cents ($0.30) per lineal foot.
(d) For one (1) inch wrought-iron conduits, the sum of twenty-five cents ($0.25) per lineal foot.

Item 33. For cast-iron outlet boxes, in place in stations, the sum of one dollar ($1.00) each.

Item 33-A. For cast-iron pull boxes, in place in stations, the sum of one dollar and fifty cents ($1.50) each.

Item 34. For cast-iron pipe and fittings, including specials "extra heavy," in place in stations, as follows:
(a) For six (6) inch, the sum of two dollars ($2.00) per lineal foot.
(b) For three (3) inch, the sum of one dollar and fifty cents ($1.50) per lineal foot.

SEWERS.

Vitrified and Cast-Iron Pipe.

Item 37. For twelve (12) inch vitrified pipe sewer, the sum of three dollars ($3.00) per lineal foot.

Item 38. For fifteen (15) inch vitrified pipe sewer, the sum of three dollars ($3.00) per lineal foot.

Item 39. For eighteen (18) inch vitrified pipe sewer, the sum of three dollars ($3.00) per lineal foot.

Item 41. For twenty-four (24) inch vitrified pipe sewer, the sum of four dollars and seventy cents ($4.70) per lineal foot.

Item 42. For cast-iron sewer pipe (straight pipe), in place in the work, the sum of forty dollars ($40.00) per ton.

Item 43. For cast-iron sewer pipe (special castings), in place in the work, the sum of eighty dollars ($80.00) per ton.

Egg-shaped Brick or Concrete Sewers.

Item 45. For 3 feet 6 inches x 2 feet 4 inches, the sum of four dollars and fifty cents ($4.50) per lineal foot.

Item 47. For 4 feet x 2 feet 8 inches, the sum of six dollars ($6.00) per lineal foot.

Item 50-A. For 5 feet x 3 feet 4 inches, the sum of seveen dollars and fifty cents ($7.50) per lineal foot.

Circular Sewers—Brick or Concrete or Reinforced Concrete.

Item 52-C. For 3 feet 6 inches, the sum of four dollars ($4.00) per lineal foot.

Item 53. For 4-foot, the sum of five dollars ($5) per lineal foot.

Item 55. For 4-foot 9-inch, the sum of seven dollars ($7) per lineal foot.

Item 57. For 5-foot 6-inch, the sum of ten dollars ($10) per lineal foot.

Surface, Subsurface and Overhead Structures.

Item 75. For street surface railroads (except as provided in Section No. 427), including the support, reconstruction, rebuilding, etc., where necessary (but not including permanent masonry supports, if required and added, and not including additional vaults, if required and constructed, in excess of the number existing), as follows:
(a) For electric (underground trolley) railroads, the sum of twenty dollars ($20) per lineal foot of single track.

Item 76-M. For the support, maintenance, underpinning, safety and protection of the Manhattan-Bronx Rapid Transit Railroad, with its appurtenances, equipment and rolling stock, and for the safety and protection of all passengers and other persons and of all property therein, the lump sum of one hundred and three thousand dollars ($103,000).

Pipes in Streets.

For Work and Materials as Called for by the Specifications.

Water Pipes.

For water pipes, including all appurtenances, in place, as follows:

Item 79. For 6-inch water pipe, the sum of seventy-five cents ($0.75) per lineal foot.

Item 81. For 10-inch water pipe, the sum of two dollars ($2) per lineal foot.

Item 82. For 12-inch water pipe, the sum of two dollars and twenty-five cents ($2.25) per lineal foot.

Item 83. For 16-inch water pipe, the sum of three dollars ($3) per lineal foot.

Item 84. For 20-inch water pipe, the sum of four dollars and thirty-five cents ($4.35) per lineal foot.

Item 88. For 48-inch water pipe, the sum of sixteen dollars ($16) per lineal foot.

Item 88-A. For service connections for water pipes, all sizes, the sum of twenty-five dollars ($25) each.

Gas Pipes.

For cast-iron gas pipes, including all appurtenances, in place, as follows:

Item 89. For 3-inch gas pipe, the sum of fifty cents ($0.50) per lineal foot.

Item 90. For 4-inch gas pipe, the sum of sixty-five cents ($0.65) per lineal foot.

Item 91. For 6-inch gas pipe, the sum of one dollar and fifteen cents ($1.15) per lineal foot.

Item 92. For 8-inch gas pipe, the sum of one dollar and twenty-five cents ($1.25) per lineal foot.

Item 93. For 10-inch gas pipe, the sum of two dollars ($2) per lineal foot.

Item 94. For 12-inch gas pipe, the sum of two dollars and seventy-five cents ($2.75) per lineal foot.

Item 95. For 16-inch gas pipe, the sum of three dollars and fifty cents ($3.50) per lineal foot.

Item 96. For 20-inch gas pipe, the sum of four dollars and thirty-five cents ($4.35) per lineal foot.

Item 98. For 30-inch gas pipe, the sum of nine dollars ($9) per lineal foot.

Item 99-A. For wrought-iron by-passing pipes upon or below the street surface, in place, as follows:
(b) For 8-inch by-passing pipe, the sum of three dollars and fifty cents ($3.50) per lineal foot.
(e) For 16-inch by-passing pipe, the sum of nine dollars ($9) per lineal foot.
(f) For 20-inch by-passing pipe, the sum of ten dollars ($10) per lineal foot.
(g) For 24-inch by-passing pipe, the sum of twelve dollars ($12) per lineal foot.

Item 99-B. For wrought-iron by-passing pipes above the street surface, on trestle or cable suspension, in place, as follows:
(b) For 16-inch wrought-iron by-passing pipe, the sum of nine dollars ($9) per lineal foot.
(c) For 20-inch wrought-iron by-passing pipe, the sum of ten dollars ($10) per lineal foot.
(g) For 8-inch wrought-iron by-passing pipe, the sum of four dollars ($4) per lineal foot.
(h) For trestle to support by-passing pipes, in place in the work, the sum of two dollars ($2) per lineal foot of trestle.
(i) For cable suspension to support by-passing pipes over sixteen (16) inches in diameter, in place in the work, the sum of seven dollars and fifty cents ($7.50) per lineal foot of cable suspension.
(j) For cable suspension to support by-passing pipes sixteen (16) inches or under in diameter, in place in the work, the sum of seven dollars and fifty cents ($7.50) per lineal foot of cable suspension.

Item 99-C. For wrought-iron gas pipes, including all appurtenances, in place, as follows:
(a) For 4-inch gas pipe, the sum of two dollars ($2) per lineal foot.
(b) For 6-inch gas pipe, the sum of three dollars ($3) per lineal foot.
(c) For 8-inch gas pipe, the sum of four dollars ($4) per lineal foot.
(d) For 10-inch gas pipe, the sum of five dollars ($5) per lineal foot.
(e) For 12-inch gas pipe, the sum of six dollars ($6) per lineal foot.

Item 99-D. For service connections for gas pipes, all sizes, the sum of fifteen dollars ($15) each.

New Water and Gas Pipes.

Item 100. For new cast iron hub and spigot straight pipe actually used, as measured in place in the work, the sum of thirty dollars ($30) per ton.

Item 100-A. For new standard weight wrought iron gas pipe, threads and couplings included, actually used, as measured in place in the work, as follows:
(a) For 4-inch gas pipe, the sum of 75 cents ($0.75) per lineal foot.
(b) For 6-inch gas pipe, the sum of one dollar ($1) per lineal foot.
(c) For 8-inch gas pipe, the sum of one dollar and twenty-five cents ($1.25) per lineal foot.
(d) For 10-inch gas pipe, the sum of one dollar and fifty cents ($1.50) per lineal foot.
(e) For 12-inch gas pipe, the sum of two dollars ($2) per lineal foot.

Item 101. For new cast iron hub and spigot pipe, special castings, actually used, as measured in place in the work, the sum of sixty dollars ($60) per ton.

Item 101-A. For new malleable iron fittings for new wrought iron gas pipe actually used, as measured in place in the work, the sum of ten cents ($0.10) per pound.

High Pressure Fire System Pipes, Standard Spigot and Groove.

For high pressure fire system pipes, including all appurtenances, in place, as follows:

Item 102. For 8-inch high pressure fire system water pipe, the sum of one dollar and ninety-five cents ($1.95) per lineal foot.

Item 103. For 12-inch high pressure fire system water pipe, the sum of three dollars and fifty cents ($3.50) per lineal foot.

Item 104. For 16-inch high pressure fire system water pipe, the sum of six dollars and thirty-five cents ($6.35) per lineal foot.

Item 106. For 24-inch high pressure fire system water pipe, the sum of ten dollars ($10) per lineal foot.

New Cast Iron Spigot and Groove Pipes for High Pressure Fire System.

Item 107. For new cast iron spigot and groove straight pipe actually used, as measured in place in the work, the sum of thirty dollars ($30) per ton.

Item 108. For new cast iron spigot and groove pipe, special castings actually used, as measured in place in the work, the sum of seventy-five dollars ($75) per ton.

Air Pipes.

For air pipes, including all appurtenances, in place, as follows:

Item 121. For 6-inch air pipe, the sum of 30 cents ($0.30) per lineal foot.

New Air Pipe

For new air pipe, including specials and all other appurtenances actually used, as measured in place in the work, as follows:

Item 123. For new 6-inch air pipe, the sum of one dollar ($1) per lineal foot.

Mail Tubes.

For mail tubes, including all appurtenances, in place, as follows:

Item 125. For 8-inch mail tube, the sum of five dollars ($5) per lineal foot.

Item 126-C. For new mail tube, including all appurtenances, actually used, as measured in place in the work, as follows:
(a) For new 8-inch mail tube, straight pipe, the sum of ten dollars ($10) per lineal foot.
(b) For new 8-inch mail tube, curved pipe, the sum of twenty-five dollars ($25) per lineal foot.

Ducts Found in Streets.

Electric Ducts and Conduits in Streets.

(Other than street railroad ducts which are provided for in Schedule Item 75.)

Item 127. For electric ducts and conduits in place, as provided in Section No. 62, the sum of seventy-five cents ($0.75) per duct foot.

Item 127-A. For wrought iron pipe electric ducts and conduits in place, as provided in Section No. 62, as follows:
(a) For 2½-inch wrought iron pipe, the sum of sixty cents ($0.60) per lineal foot.
(b) For 3-inch wrought iron pipe, the sum of seventy cents ($0.70) per lineal foot.
(c) For 3½-inch wrought iron pipe, the sum of seventy-five cents ($0.75) per lineal foot.
(d) For 4-inch wrought iron pipe, the sum of eighty cents ($0.80) per lineal foot.
(e) For 4½-inch wrought iron pipe, the sum of ninety cents ($0.90) per lineal foot.
(f) For 2-inch Edison conduit, the sum of one dollar ($1) per lineal foot.
(g) For 2½-inch Edison conduit, the sum of one dollar and twenty-five cents ($1.25) per lineal foot.
(h) For 3-inch Edison conduit, the sum of one dollar and fifty cents ($1.50) per lineal foot.
(k) For 1¼-inch Edison conduit, the sum of ninety cents ($0.90) per lineal foot.
(n) For 2-inch wrought iron pipe, the sum of fifty cents ($0.50) per lineal foot.

Item 127-C. For service connections for electric ducts, all sizes, the sum of twenty-five dollars ($25) each.

Quantities.

Prices for Work Not Susceptible of Classification.

Article XII. In case any work or materials shall be required to be done or furnished in or about the Works which it is elsewhere in this contract expressly provided shall be paid for under this article, or in case any work or materials shall be required to be done or furnished in or about the Works which are not contemplated, mentioned, specified or indicated or otherwise provided for in this contract or in the specifications forming a part of this contract or in or upon the contract drawings and which in the opinion of the Engineer are not susceptible of classification under the Items of the Schedule of Unit Prices, the Contractor shall if ordered by the Engineer do and perform such work and furnish such materials at and for the actual and necessary net cost in money to the Contractor for labor, for insurance upon such labor under the Workmen's Compensation Law and for materials incorporated in the work and in addition thereto ten (10) per centum of such net cost, and the Contractor shall have no claim in excess of the above, such payment being in full compensation for the performance of such work and the furnishing of such materials and for all expense in connection therewith or incidental thereto, as aforesaid, including the expense of plant, power, tools, supplies and other means of construction, administration, superintendence and insurance, and for all the loss, damage, risks and expenses hereinbefore in Article XI mentioned. The amount of the insurance upon such labor under the Workmen's Compensation Law shall be determined by the amount of the wages actually and necessarily paid for such labor and the rate of insurance for such labor either in the State Insurance Fund or in any stock corporation or mutual association authorized to transact the business of workmen's compensation insurance in this State, as the case may be. If the Contractor shall not have insured either in such State Insurance Fund or in any such stock corporation or mutual association, the rate allowed will be the rate which he would have been required to pay for such insurance in the State Insurance Fund had he insured therein. Payment shall not be made under this Article for any such work or materials which are so required to be done or furnished in or about the Works and which are not contemplated, mentioned, specified or indicated or otherwise provided for in this contract or in the specifications forming a part of this contract or in or upon the contract drawings so far as such work or materials may be, in the opinion of the Engineer, susceptible of classification under the Items of the Schedule of Unit Prices, which work or materials shall be paid for in part or in whole, as the case may be, at the unit prices given in the Items of the Schedule.

Daily Report in Detail Required.

In case any work or material shall be required to be done or furnished under the provisions of this Article, for cost plus ten (10) per centum, the Contractor shall at the end of each day furnish to the Engineer daily time slips showing the name and number of each workman employed on such work, the number of hours employed thereon, the character of work he is doing and the wages paid or to be paid to him and also a daily memorandum of such materials furnished, showing the amount and character of such materials, from whom purchased and the amount paid or to be paid therefor. If required by the Engineer or the Commission, the Contractor shall produce any books, vouchers, records and memoranda showing the labor and materials actually paid for and the actual prices therefor. Such daily time slips and memoranda shall not, however, be binding upon the City and if any question or dispute shall arise as to the correct cost of such labor or materials, the determination of the Engineer upon such question or dispute shall be final and conclusive.

Instead of the method above described in this Article for paying for any such work or materials to be paid for under this Article, the Engineer may, but only with the approval of the Commission, agree with the Contractor upon such unit prices or a lump sum price for such work and materials. Such additional unit prices or such lump sum price shall be embodied in a supplemental schedule which shall be deemed to be a part of this contract in all respects as if such additional unit prices or such lump sum price had been originally a part of the Schedule of Unit Prices contained in this contract.

Quantities Approximate Only.

Article XIII. The quantities of the various classes of work to be done and materials to be furnished under this contract specified in the Contractor's Proposal are approximate and only for the purpose of comparing on a uniform basis the bids offered for the Works; and neither the City nor the Commission nor any member of the Commission is to be held responsible that any of the said estimated quantities shall be found even approximately correct in the construction of the Works; and the Contractor shall make no claim for damages or for anticipated profit or for loss of profit because of a difference between the quantities of the various classes of work actually done or materials actually delivered and the estimated quantities of items stated in the Contractor's Proposal or because of the entire omission of any of the quantities of items stated in the Contractor's Proposal.

Right of Commission to Amplify Drawings.

Article XIV. The Commission shall have the right, during the progress of the work, to amplify the drawings, to add explanatory specifications and to furnish additional specifications and drawings.

Drawings May Be Modified.

Article XV. The Commission further reserves the right to alter, in any way it may deem necessary for the public interests, the drawings aforesaid, in part or altogether, at any time during the progress of the work, without constituting grounds for any claim by the Contractor for payment or allowance for damages or extra service other than is provided for items of the different classes of construction under the Items of the Schedule or in Article XII.

Contractor Bound to Complete in Best Manner.

Article XVI. The Contractor shall complete the entire work to the satisfaction of the Commission and in accordance with the specifications and contract drawings and according to the other provisions of this contract and within the times specified in this contract in the most workmanlike manner and with the highest regard to the safety of life and property and according to the lines, levels and directions given by the Engineer.

Best Machinery, Tools, Etc., to Be Used.

Article XVII. The Contractor shall furnish of the best description all labor and materials, plant, tools, supplies and other means of construction necessary to construct and put in complete working order all work covered by the specifications, contract drawings and provisions of this contract, including all additional specifications, drawings and details issued or required as herein provided.

Contractor Has Examined Locations, Drawings, Etc.

Article XVIII. The Contractor hereby represents that prior to the execution of this contract he has examined in detail on the ground the location mentioned herein and indicated on the contract drawings and that he has fully examined the contract drawings and has read each and every clause and section of this contract and of the specifications and has had full opportunity to consider the same and make necessary investigations relating thereto; and he shall not make any claim for, or have any right to, damages or an extension of time for completion of the Works or any other concession because of any misinterpretation or misunderstanding of this contract or of the specifications or of the contract drawings or because of any lack of information.

No Acceptance to Obviate the Necessity for Sound Work, Etc.

Article XIX. No acceptance of any part of the Works or of materials therefor shall relieve the Contractor of his obligation to furnish sound material and perform sound work, whether with respect to such part or to any other part of the Works.

Inspection.

Article XX. The Commission contemplates, and the Contractor hereby approves, the most thorough and minute inspection by the Commission and its Engineer and by their representatives or subordinates of all work and materials and of the manufacture or preparation of such materials from the beginning of construction to the final completion of the Works. It is the intention of the Commission that its Engineer shall draw the attention of the Contractor to all defects in workmanship or materials or other errors or variations from the requirements of this contract. But no omission on the part of the Commission or its Engineer or any officer, member or subordinate of the Commission to point out such defects, errors or variations shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor from his obligations according to the terms of this contract.

Contractor to Afford Facilities for Inspection.

Article XXI. The Contractor shall at all times give to the Commission and its members, to the Engineer and his assistants and subordinates and to any person designated by the Commission or its Chairman all facilities, whether necessary or convenient, for inspecting the materials to be furnished and the work to be done under this contract. The members of the Commission, the Engineer and all employees of the Commission bearing his authorization or the authorization of the Commission or its Chairman, shall be admitted at any time summarily and without delay to any part of the Works or to inspection of materials at any place or stage of their manufacture, preparation, shipment or delivery.

Engineer to Be Furnished Facilities.

Article XXII. The Engineer shall be furnished with every reasonable facility for ascertaining whether the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be paid for at the contract prices for the class of work done; but should the work exposed or examined prove unsatisfactory, such uncovering, taking down, replacing and making good shall be at the expense of the Contractor.

Inspection Not to Relieve Contractor of Obligations.

Article XXIII. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill this contract as herein prescribed, and defective work shall be made good and unsuitable materials will be rejected notwithstanding that such work and materials have been accepted or estimated for payment. If the work or any part thereof shall be found defective before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall at his own expense forthwith remove such material.

Engineer's Determination—To Be Final Upon Contractor.

Article XXIV. To prevent disputes and litigations, the Engineer shall in all cases determine the classification, amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, shall determine every question in relation to the Works and the construction thereof and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Contractor. His determination and estimate shall be final and conclusive upon the Contractor, and in case any question touching this contract shall arise between the parties hereto, such determination and estimate shall be a condition precedent to the right of the Contractor to receive any money under this contract.

Engineer to Explain Specifications.

Article XXV. The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

The Contractor shall promptly obey and follow every direction which shall be given by the Engineer, including any direction which the Engineer shall give by way of withdrawal, modification or reversal of any previous direction given by him.

During the progress of the work under this contract it will be necessary for other contractors and persons employed by the City to do work in or about the construction of the Railroad, including but not limited to the installation of tracks and the providing of certain finish for the Railroad. The Commission reserves the right to put such other contractors and persons to work and to afford them access to the site of the work to be performed hereunder at such time as the Commission may in its discretion deem proper. The Contractor shall prosecute his work continuously and diligently and shall keep his work so advanced that the Commission will be enabled to proceed as soon as possible with the installation of tracks and the providing of said finish and any other construction work to be performed under other contracts and to complete the same coincidently with the completion of the Railroad hereunder; and the Contractor shall so conduct his work as not to impede or interfere with the work of such other contractors or persons and shall so arrange and conduct his work that such other contractors and persons may complete their work and the Railroad be put into operation at the earliest possible date and for that purpose he shall afford to such other contractors or persons such facilities as the Engineer may require.

Wherever any work performed or to be performed by the Contractor under this contract shall adjoin, affect or interfere with any work performed or to be performed by any other contractor or contractors of the Commission, including the work within twenty (20) feet of the division lines between the Railroad and adjoining work, the Engineer shall decide any question or dispute between the Contractor and such other contractor or contractors and shall determine which of them shall perform or complete any work and the manner, time and method in which they shall perform their respective work and the facilities which each shall afford to the other or others, and his determination shall as aforesaid be final and conclusive upon the Contractor.

During the progress of the work under this contract it will also be necessary for the New York Municipal Railway Corporation, its successors or assigns, and other contractors and persons employed by the New York Municipal Railway Corporation, its successors or assigns, to do work in or about the equipment of the Railroad, including but not limited to laying the third or power rail, installing signals, drawing cables and installing wires for lighting. The Contractor shall prosecute his work continuously and diligently and shall keep his work so advanced that the New York Municipal Railway Corporation, its successors or assigns, will be enabled to proceed as soon as possible with the equipment of the Railroad and to complete the same coincidently with the completion of the Railroad hereunder; and the New York Municipal Railway Corporation, its successors or assigns, and the contractors or persons employed by the New York Municipal Railway Corporation, its successors or assigns, shall have the right to enter upon the site of the work to be performed hereunder at any time for the purpose of proceeding with the work of equipping the Railroad. The Contractor shall so conduct his work as not to impede or interfere with the work of the New York Municipal Railway Corporation, its successors or assigns, or such other contractors or persons engaged in or about the equipment of the Railroad and shall so arrange and conduct his work that the New York Municipal Railway Corporation, its successors or assigns, and such other contractors and persons may complete their work and the Railroad be put into operation at the earliest possible date and for that purpose he shall afford to the New York Municipal Railway Corporation, its successors and assigns, and such other contractors or persons such facilities as the Engineer may require.

Wherever any work performed or to be performed by the Contractor under this contract shall adjoin, affect or interfere with any work performed or to be performed by the New York Municipal Railway Corporation, its successors or assigns, or any contractor or contractors of the New York Municipal Railway Corporation, its successors or assigns, in connection with the equipment of the Railroad, the Engineer shall determine the manner, time and method in which the Contractor shall perform his work and the facilities which he shall afford to the New York Municipal Railway Corporation, its successors or assigns, or such other contractor or contractors, and his determination shall as aforesaid be final and conclusive upon the Contractor.

Substitute for Chief Engineer.

Article XXVI. Any engineer substituted by the Commission in place of the Chief Engineer during the absence, illness or disability of the Chief Engineer or when the Commission shall so determine shall, during his official connection, have all the power and authority of the Chief Engineer and in all respects be recognized as such Chief Engineer.

CHAPTER III.

Specifications.

Specifications and Drawings to be Interpreted as Requiring Railroad of Highest Class.

Section No. 1. The specifications and contract drawings hereinafter mentioned, taken in connection with the other provisions of this contract, are intended by the Commission to be full and comprehensive, and to show all the work required to be done. But in a work of this magnitude it is impossible either in advance to show all details or precisely to forecast all exigencies. The specifications and contract drawings are to be taken, therefore, as indicating the amount of work, its nature and the method of construction so far as the same are now distinctly apprehended. The Railroad is intended to be constructed for actual use and operation as an intra-urban railroad of the highest class adapted to the necessities of the people of New York, in the best manner, according to the best rules and usages of railroad construction, and in the event of any doubt as to the meaning of any portion of the specifications or of the contract drawings or of the text of this contract, the same shall be interpreted as calling for the best construction, both as to materials and workmanship, capable of being supplied or applied. All the clauses in the specifications and all the parts of the contract drawings are, therefore, to be understood, construed and interpreted as intending to produce the results hereinbefore stated.

To Construct in Accordance with Specifications.

Section No. 2. The Contractor shall construct and complete the Railroad strictly in accordance with the requirements of these specifications; if in these specifications or this contract or on the contract drawings any matter or thing requisite be not contemplated, mentioned, specified or indicated or otherwise provided for, nevertheless the same is deemed to be included and the Contractor shall do the same as part of the work hereunder at the unit prices for each class of work where in the opinion of the Engineer applicable or as provided in Article XII.

Maps and Drawings.

Section No. 3. The contract drawings referred to in this contract and these specifications are each countersigned by the Engineer, stamped with the seal of the Commission and, except typical drawings hereinbelow designated, bear the general title:

Routes Nos. 4 and 36, Section No. 3.
Contract Drawing No.

—and are designated or numbered as follows:

A-3, B-355, B-356, B-357, C-1, C-5, C-6 ,C-9 to C-21, inclusive, C-24, C-25, C-27, C-28, C-30, C-35 and C-601 to C-604, inclusive, dated June 10, 1915; C-1, C-2, C-4, C-7, C-8, C-22, C-23, C-26, C-29, C-31 to C-34 inclusive, and C-401, dated March 30, 1915, and the following typical drawings which are all countersigned by the Engineer, stamped with the seal of the Commission and bear the general title:

Contract Drawing No.

—and are designated or numbered as follows:

B-288 and B-289, dated October 22, 1913; B-298, dated February 2, 1914; C-701, dated June 11, 1913, and C-1006, dated April 2, 1914.

Typical Sections and Dimensions.

Section No. 4. The sections and dimensions shown on the contract drawings are typical sections and dimensions which should be applicable to the greater part of the work. Working drawings to amplify the contract will be furnished by the Engineer to the Contractor, from which the shop drawings shall be made by him. The first of these working drawings will be given to the Contractor within thirty (30) days after this contract is delivered and the remainder from time to time as may be reasonably and necessarily required by the Contractor; and the Contractor shall promptly upon the delivery of this contract furnish a written statement to the Engineer showing the order in which he desires the working drawings to facilitate the prosecution of his work and this order will be followed so far as reasonably practicable and necessary. Where, however, changes are deemed necessary they may be ordered under Article XV of this contract and the Engineer shall issue such drawings and specifications as may be necessary.

Supplementary Drawings.

Section No. 5. In addition to the contract drawings already mentioned, the Commission has had prepared a set of maps and drawings, bearing the same seal and general title as the contract drawings, but designated as Supplementary Drawings. These supplementary drawings exhibit certain information which the Commission has received from its Engineer of the general nature of the soil underlying portions of the route, the nature and position of surface, subsurface and elevated railroads, monuments, water mains, gas and other pipes, sewers, electric subways, manholes, hydrants, catch basins and other surface, subsurface and overhead structures.

Supplementary Drawings May be Examined.

Section No. 6. These supplementary drawings, also detail construction drawings of the Manhattan-Bronx Rapid Transit Railroad structure, and samples of materials taken in connection with test borings may be seen at the office of the Engineer. They are exhibited to the Contractor without any guarantee on the part of the Commission as to their completeness or correctness. The Contractor may have copies (blue-prints) of these supplementary and detail construction drawings for such aid, if any, as may be derived from they, on the payment of the cost of blue-printing.

In Case of Difficulties Indicated on Supplementary Drawings.

Section No. 7. If in the prosecution of the work difficulties of any nature be encountered which are not indicated or suggested by the supplementary drawings or by said detail construction drawings or by the samples of the test borings or if additional surface, subsurface or overhead structures or obstructions be discovered or if any surface, subsurface or overhead structures or obstructions be found of different size or in different positions or of different nature from those shown on the supplementary drawings or if in any other way such supplementary drawings or detail construction drawings be found erroneous, incomplete or misleading, the Contractor shall take every necessary or proper precaution to overcome the unforeseen difficulty and shall support, maintain, protect, remove, relay, adjust or readjust, as the case may be, the additional or different surface, subsurface or overhead structures according to the direction of the Engineer and as provided in this contract and these specifications.

Specifications Do Not Include All Requirements.

Section No. 8. The specifications do not include all requirements, but are requirements in addition to those elsewhere given or provided in this contract. The specifications and the other provisions of this contract and the contract drawings are intended to be explanatory of each other. Should, however, any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation or decision of the Engineer shall be final and conclusive.

Subdivisions of Specifications.

Section No. 9. These specifications are grouped in subdivisions as follows:

1. Brief Description of the Work.
2. General Clauses.
3. General Manner of Prosecution and Maintenance of Traffic.
4. Street Railroad Tracks, Mains and other Surface, Subsurface and Overhead Structures.
5. Excavations.
6. Backfilling.
7. Piling and timbering.
8. Cement.
9. Mortar.
10. Masonry.
11. Concrete.
12. Brick Masonry.
13. Stone Masonry.
14. Waterproofing.
15. Steel and Iron.
16. Painting.
17. Drains and Pumps.
18. Sewers.
19. Requirements for Pipes.
20. Tunnel Ducts.
21. Conduits.
22. Surfaces Restored.
23. Gratings, Hand-rails, etc.
24. Special Matters.

SUBDIVISION 1.
Brief Description of the Work
General Nature.

Section No. 10. The Railroad is to be an underground railroad or subway. The general details of construction and the location of the various tracks, junctions, grades, etc., are indicated more particularly on the contract drawings.

The Contractor will not be required to provide or lay tracks, ties or ballast under this contract.

Stations are to be constructed at such places as are indicated on the drawings, but station finish work is not included in the work to be done under this contract. Station construction must, however, be kept so advanced that station finish contractors can complete their work coincidently with the completion of the Railroad, as hereinbefore provided.

Incidental Work.

Section No. 11. In addition to the construction of the Railroad, it will be necessary to do various incidental work which is generally referred to in Article X hereof.

Ventilating Chamber and Gratings.

Section No. 12. In order to provide for a frequent renewal of air in the Railroad, chambers for the installation of necessary ventilating devices shall be built at the sides of the Railroad and in connection therewith. These chambers shall be generally of the form and dimensions shown on the drawings, varying somewhat with the requirements of local conditions. They will be so arranged that the air will discharge through gratings placed generally in the sidewalks in the roofs of the chambers. If, owing to local conditions, it becomes necessary to lead the air to gratings or other outlets away from the chambers, suitable airways, ducts or flues shall be constructed.

The chambers will be built at the places and as indicated on the drawings.

The chambers will be provided with suitable steel doors and with steel ladders reaching to the street for use as exits in case of emergency. Such doors and ladders will be paid for as riveted steel, Schedule Item 19.

Also in connection with the ventilation of the Railroad partition walls shall be constructed between the tracks as shown on the drawings.

Openings or refuge niches shall be provided in all partition walls at suitable intervals.

Other openings with gratings will be built at or over the stations for the purpose of admitting air to the Railroad.

SUBDIVISION 2.
General Clauses
Prevention of Water Percolation.

Section No. 13. It is the very essence of these specifications to secure a railroad structure underground which shall be free from the percolation of ground or outside water. The mixing and placing of the concrete and the placing and protection of the waterproofing shall be with this end in view.

Best Quality of Work.

Section No. 14. All materials and workmanship must be of the best class in every respect, and the Engineer is to be the sole judge of their quality and efficiency.

Rapidity and Safety.

Section No. 15. All the work shall be prosecuted in the manner, according to local conditions, best calculated to promote rapidity in construction, to secure safety to life and property and to reduce to the minimum any interference with abutting property and the public travel. Decking of the streets, paving, or other surface work affecting, or affected by, street traffic shall be prosecuted during such hours as will reduce such interference to a minimum. Night work shall be conducted, in accordance with the directions of the Engineer, so that annoyance to occupants of abutting property shall be reduced to a minimum, and the Engineer may, if in his judgment conditions so require, direct that night work be omitted.

Contract Section Part of System.

Section No. 16. The Railroad forms part of an extensive rapid transit railroad system, which the interests of the City imperatively require shall be completed and put into operation without delay. If the Contractor shall not prosecute his work in such manner as to make it probable in the judgment of the Engineer that the work will be completed within the time limited, the Contractor, if directed by the Commission, shall increase the number of shifts and the number of men in each shift to such extent as may be necessary to insure the completion of the work within the time required by this contract or within the shortest possible time thereafter.

Emergencies.

Section No. 17. In case of emergencies involving danger to life or property, continuous work with an increased force may be ordered by the Engineer for such time as may be necessary.

Permits.

Section No. 18. No work shall be begun until the Commission shall issue to the Contractor a permit authorizing him to proceed. No permits for excavation will be issued until the Contractor has given satisfactory assurance to the Engineer that the structural steel and other material needed for construction will be available. The Contractor must conduct his work so as to avoid advancing the excavation at any place ahead of the delivery on the work or on property owned or leased by the City of the structural steel required for such place, unless otherwise permitted by the Engineer. If the Contractor elects, and is permitted to advance the excavation ahead of such steel delivery, it will become necessary for him to support and maintain the trenches until the steel can be obtained; this he shall do entirely at his own risk and expense. The permits are to be in such form and shall cover such portions of the work as the Commission shall prescribe.

When to Be Filed With Borough President.

Section No. 19. Before any opening is made in the surface of a street, a copy of the permit issued by the Commission shall have been filed with the Borough President not less than five (5) days, unless the Engineer shall expressly direct work to begin within a less period.

Notice Regarding Commencement of Work.

Section No. 20. At least one (1) week before commencing work on any part of the route, whether on the Railroad or on the sewers lying off the line of the Railroad, the Contractor shall give notice in writing to the Engineer of his intention to commence such operations; and at least one (1) week before commencing or resuming manufacture of any article called for by these specifications the Contractor shall give notice in writing to the Engineer of his intention to commence or resume such manufacture, with the name and address of the maker and the amount and description of the material to be manufactured.

Shafts and Dumping Platforms; Plans Required.

Section No. 21. The Contractor shall prosecute the work of construction under the provisions of this contract from working shafts located at four points as shown on the contract drawings, viz., between West 43rd and West 44th Streets and at West 39th Street, West 46th Street and West 49th Street. The Contractor will also be allowed an additional working shaft at a location between West 39th Street and West 42nd Street to be approved by the Engineer. Detailed drawings showing the proposed methods of construction of shafts, dumping platforms and all other appurtenances in connection with the shaft working plants shall be submitted to the Engineer and must receive his approval before permits will be granted for such plants and appurtenances to be constructed and put into operation. When such working shafts and the cross connections between such shafts and the Railroad or any part of such shafts or connections within the lines ordered by the Engineer are located outside or partly outside the payment lines of excavation for the Railroad structure, the Contractor will be paid for the excavation of such part of such working shafts and cross connections within the lines ordered by the Engineer as may lie outside said payment lines of excavation for the Railroad structure at the prices stipulated for excavation in Schedule Items 1 and 3. Such working shafts shall be substantially of the size indicated on Contract Drawing No. C-35 for the shaft at West 39th Street. Upon the completion of the work of construction the Contractor shall backfill or otherwise close up, as directed by the Engineer, such shafts and cross connections and in accordance with the requirements of Subdivision 22 shall restore the surface. Payment therefor will be made at the prices stipulated in the Schedule Items applicable thereto, it being understood that the cost of backfilling shall be deemed to be included in the prices stipulated for excavation in Schedule Items 1 and 3. Such working shafts and cross connections shall be excavated to the lines ordered by the Engineer. The measurement for payment for such street surface restored will be to the ordered net lines of excavation. All other work, labor and material in connection with the shafts and the shaft working plants shall be provided by the Contractor at his own cost.

City Ordinances and Regulations to be Observed.

Section No. 22. In all operations connected with the Works, all ordinances of the City and of the Board of Health and all laws of this State which are applicable to and control or limit in any way the actions of those engaged in the work or affecting the materials belonging to them shall be respected and strictly complied with, and the Contractor shall further strictly comply with all applicable Federal, State and Municipal regulations regarding the transportation of materials in and around the City and Harbor of New York.

Requirements of Borough President, Etc., to Be Observed.

Section No. 23. Whenever the construction of the Works under the provisions of this contract shall interfere with, disturb or endanger any sewer, water pipe, gas pipe, or other duly authorized subsurface structure, the work of construction at such points shall be conducted in accordance with the reasonable requirements of the Borough President or the Commissioner of Water Supply, Gas and Electricity or other officer or local authority having the care of and the jurisdiction or control over such subsurface structures so interfered with, disturbed or endangered.

Building and Water Permits, Shut-offs for Water-pipes, Etc.

Section No. 24. The Contractor shall at his own cost procure all permits necessary or requisite for the underpinning of buildings and the reconstruction thereof; he shall, at his own cost, provide for the water supply necessary for his work and he shall bear the cost of any inspection charge in connection therewith. He shall bear the cost of all work, labor and material in connection with the bagging, cutting and capping, installing circulation connections and temporary drips for gas pipes where, in the opinion of the Engineer, it is necessary to cut off the supply of same, and also

in connection with replacing and restoring such pipes to their original condition, except where it is necessary to resort to by-pasing as provided in Section No. 52. He shall also bear the cost of the shutting off and restoration of the flow in water mains where such work applies to the maintenance and support thereof as provided in Section No. 59.

Storage on Cross Streets.

Section No. 25. On cross-streets adjacent to the work, only such material may be stored as may be necessary in case of emergency, to sheet or to support the excavation; or a reasonable amount of such structural and other material as may be absolutely necessary to avoid delay in construction may be stored; such material must not be allowed to accumulate, but must be replenished from day to day. The amount to be so allowed shall be determined by the Engineer.

No material of any nature shall be stored along the streets occupied by the Railroad.

Material Stored.

Section No. 26. Excavated sand, gravel or stone that in the judgment of the Engineer is suitable for use in mortar, concrete or masonry, also structural and other material to be used in the work, may be stored in such locations other than the surface of streets for such periods as may be approved by the Engineer.

Approval of Engineer Revocable.

Section No. 27. In any case material may be stored only with the approval of the Engineer, revocable at any time; and if so ordered, such material shall be removed immediately by the Contractor at his own expense on receipt of the order, or within a period of time to be therein stated.

Access to Fire Hydrants.

Section No. 28. Wherever the work is being carried on free access must be given to every fire hydrant and fire alarm box, and when required, hydrants shall be extended by suitable tube or piping to an accessible point as approved by the Engineer and to the satisfaction of the Chief of the Fire Department. Materials must not be piled at any time or place within ten (10) feet of any fire hydrant or fire alarm box; and where materials are unavoidably piled or placed in the vicinity of a fire hydrant or fire alarm box and to such height as to prevent the same from being readily seen, the position of such hydrant or fire alarm box shall be indicated by suitable signals, both day and night.

Fire Alarm Telegraph System to Be Safeguarded.

The Contractor shall at his own expense guard, maintain and protect the existing wires, cables, ducts, manholes, posts and poles of the Fire Department. He shall not cause the interruption of the existing Fire Department Fire Alarm Telegraph service. No Fire Department wire, cable, duct, manhole, post or pole shall be disturbed except in the presence of a representative of the Bureau of Fire Alarm Telepraph. In case any such wire, cable, duct, manhole, post or pole shall be disturbed, it shall be restored to its original condition by the Contractor at his own expense.

Work to Be Cleared.

Section No. 29. The Contractor shall at his own expense keep the work, streets and all public places occupied by him clear of all refuse and rubbish that may accumulate from any source whatever and leave them in a neat condition; but this is in no way to be construed as placing upon the Contractor the usual duties of the Street Cleaning Department.

Assistance to Be Rendered to Owners of Buildings.

Section No. 30. Where access to any adjacent property is temporarily cut off, owing to the occupancy of the street by the Contractor, he must, at his own cost, render every assistance to the owner or occupant in handling such materials of any description, including all material to be removed by the Department of Street Cleaning, as may have to be taken to or removed from such property; such material shall be taken to or from the nearest accessible point that in the opinion of the Engineer is convenient for handling.

Waste Material.

Section No. 31. Waste material of any character will under no conditions be permitted to remain on the streets, but must immediately on its becoming unfit for use in the work be carted away and disposed of by the Contractor at his own expense as hereinbefore provided; nor shall such materials be allowed to accumulate in the trenches.

Conveniences for Men.

Section No. 32. Necessary conveniences, properly secluded from public observation, shall be constructed and maintained by the Contractor at his own expense wherever needed for the use of the Contractor's employees, to the satisfaction of the Engineer and the sanitary authorities.

Fences.

Section No. 33. Wherever necessary the Contractor shall erect and maintain at his own expense fences for the protection of adjoining property and of the adjoining public places.

Advertisements Forbidden.

Section No. 34. The using of fences and buildings during construction for advertising purposes, other than the name and address of the Contractor, is forbidden; all temporary buildings and fences erected by the Contractor shall be neat in appearance and shall be painted as directed by the Engineer.

Barricades.

Section No. 35. Barricades and bridges shall be erected by the Contractor at his own cost, for the protection of the work or use of the public; they shall be substantial in character and neat in appearance.

Construction Drawings.

Section No. 36. The Engineer will prepare and furnish to the Contractor, from time to time as required, drawings amplifying such details of the contract drawings as may be necessary and drawings necessary to show the adjustment and reconstruction of all surface and subsurface structures wherever the reconstruction of the same is necessitated by the construction of the Railroad. These drawings must be strictly followed, unless local conditions should develop during construction, suggesting changes, when, with the approval of the Engineer, such changes may be permitted.

Working and Shop Drawings.

Section No. 37. The Contractor shall make all working or shop drawings which may be required in addition to the contract drawings or in addition to such other drawings as the Engineer may issue in amplification of such contract drawings, as explained above. All working or shop drawings shall be submitted in duplicate to the Engineer for his approval, which approval, if given, shall be indicated by his countersigning one set of such working or shop drawings and returning the same to the Contractor. Should the working or shop drawings be not approved by the Engineer, then the Engineer shall return one set of such working or shop drawings, with the necessary corrections and changes indicated thereon; and the Contractor must make such corrections and changes, and again submit drawings in duplicate for the approval of the Engineer; and no work called for by said working or shop drawings shall be done until the approval of the Engineer be obtained, which must be given or refused within twenty (20) working days after delivery to him at his office of such drawings in duplicate. Immediately upon final approval of such working or shop drawings by the Engineer, the Contractor shall furnish the Commission with five (5) additional copies of such approved drawings. The tracings of all the approved working or shop drawings made by the Contractor shall be delivered to the Engineer prior to or upon the completion of the Works.

Lines and Grades.

Section No. 38. During the progress of the work the Commission will give, through the Engineer to the Contractor suitable points, marks or benches, indicating the line and grade of the Railroad and of the sewers, such points or bench marks to be established at such intervals as the Engineer deems necessary for the Contractor to be able to perform his work. The principal lines and grades are to be given by the Engineer, who may change them from time to time as may be authorized and directed by the Commission. The stakes and marks given by the Engineer shall be carefully preserved by the Contractor, who shall give to the Engineer all necessary assistance and facilities for establishing benches and plugs and for making measurements.

Notice, How Given.

Section No. 39. Orders and directions may be given orally by the Engineer to, and shall be received and promptly obeyed by, the Contractor or his representative or any superintendent, overseer or foreman of the Contractor who may have charge of the particular work in relation to which the orders or directions are given, and a confirmation in writing of such orders or directions will be given to the Contractor by the Engineer if so requested. If confirmation in writing is not requested by the Contractor, the oral orders and directions shall govern. The Contractor or his duly authorized representative shall be present at all times on the work to receive orders and directions from the Engineer.

Imperfect Work.

Section No. 40. Any imperfect construction which may be discovered before the final acceptance of the work shall be corrected immediately on the requirement of the Engineer and at the Contractor's expense, notwithstanding that it may have been overlooked by the Inspector.

Damaged Work to be Replaced.

Section No. 41. All work of whatever kind which during its progress and before its final acceptance shall become damaged from any cause shall be broken up or removed and be replaced by good and sound work at the Contractor's expense.

Condemned Material to be Removed.

Section No. 42. If any material brought on the ground for use in the work or selected for the same shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such material at his own expense.

Competent Men.

Section No. 43. The Contractor shall employ only competent, skillful and faithful men to do the work. Whenever the Engineer shall notify the Contractor in writing that in his opinion any man on the work is incompetent, unfaithful or disorderly, such man shall be discharged from the work and shall not again be employed on it.

SUBDIVISION 3.

General Manner of Prosecution and Maintenance of Traffic.

Access to Buildings, Etc.

Section No. 44. No building shall, without the consent of the occupant and without notice to the Engineer, be deprived of means of access thereto; and, where streets are open, suitable bridges shall be built and maintained, at the Contractor's expense, to permit owners and occupants to reach their premises. Where necessary, proper and easy means for passengers to reach and leave street cars and the entrances and exits of the Manhattan-Bronx Rapid Transit Railroad shall be maintained.

Conduct of Work.

Section No. 46. Generally, the Contractor will be permitted to conduct his work in the most expeditious manner possible, having due regard for the safety of persons and property and facilities for traffic and under such instructions as the Engineer may give from time to time.

Facilities for Travel.

Section No. 47. All necessary facilities are to be furnished by the Contractor at his own expense for the benefit of street travel, both on longitudinal and cross streets.

Decking of Streets and Sidewalks.

Section No. 48. In order to minimize interference with traffic and inconvenience to abutting property owners, during the construction of the Railroad, on all parts of the work the streets and sidewalks shall, except as hereinafter specifically provided, be substantially decked or covered over, and every precaution must be taken to keep traffic free from interruption.

Street Intersections.

Section No. 49. The street intersections, except where working shafts are located, shall be kept at all times open for traffic for their full width. Where the decking is temporarily removed from any part of the street the opening shall be protected by suitable fencing and bridging.

In all cases the Contractor shall at all times at his own expense keep all the street crossings on the lines of the sidewalks in a clean and neat condition, bridging gutters and low places where water might collect.

Close Observance of Above Requirements.

Section No. 50. The Commission will insist upon the close observance of the above requirements, and no departure therefrom will be allowed, excepting upon the written permission of the Commission.

Openings for Ventilation.

Section No. 51. Wherever the excavations are decked, or where gases are liable to accumulate, suitable openings shall be provided for proper ventilation.

By-Passing Gas Mains.

Section No. 52. Wherever the excavations are decked, all gas pipes the services of which cannot temporarily be dispensed with shall be by-passed, if directed by the Engineer; temporary pipes to take their place being laid upon or below the street or sidewalk surfaces. These temporary by-passing pipes if laid upon or below the street surface, will be paid for at the prices stipulated in Schedule Item 99-A. If laid above the street or sidewalk surface, they will be paid for at the prices stipulated in Schedule Item 99-B. These prices are to include the cost of all excavation, backfilling, temporary paving (including maintenance of same), and the restoration of the permanent paving both upon the completion of the by-passing installation and upon the restoration of the original system, all bagging, cutting and capping and installing circulation connections and all other work, labor and material of whatever character necessary to provide a temporary and independent system of gas supply to take the place of the system originally in the street; to connect such temporary system with the mains in the intersecting streets where necessary; to transfer all house and lamp services to such temporary system where necessary; to remove and dispose of the material of such temporary system and to restore the original system; and its conditions and restore all services; and no allowance will be made therefor under any other Schedule Item or otherwise. No allowance will be made for the maintenance of such temporary system. All maintenance will be considered as of the original system and will be as provided for in Section No. 59. The material of the temporary system shall upon removal become the property of the Contractor. All pipe included in Schedule Item 99-A shall be wrought iron of a quality and manufacture to be approved by the Engineer.

If laid on a trestle or suspended from cables (Schedule Item 99-B) the pipes shall be flanged, or of other approved connection, and sizes twenty (20) inches in diameter or less shall be rolled wrought-iron pipe. (See Section No. 427.)

Temporary Pipes, Etc.

Section No. 53. Temporary pipes, if laid upon or above the street or sidewalk surfaces, shall be neatly and substantially placed in a manner to cause the minimum of inconvenience to the abutting property owners and to the public. Where by-passing pipes are to cross a street overhead, the trestles or cable suspension must be of such a height as to give a minimum clear head room underneath the pipe and its supports of fourteen (14) feet.

The trestle shall be measured along its center line, from out to out of end bents, or if cable suspension is employed, such cable suspension shall be measured horizontally from out to out of anchorages, and will be paid for per lineal foot of trestle or cable suspension so measured, whether one or more pipes are supported thereon.

The trestles or cable suspension to support by-passing pipes shall be of a design approved by the Engineer and shall be painted an approved color.

The trestles to support by-passing pipes shall be of a design approved by the Engineer and shall be painted an approved color.

In General, Work to Proceed Under Cover.

Section No. 54. In general, work will as provided herein be carried on under roadway decking. In exceptional cases, however, where rock is within a few feet of the street or sidewalk surface, it may be impracticable to operate drills under such decking until a sufficient depth of excavation has been obtained. In such cases such latitude will be allowed the Contractor as may prove absolutely necessary for the execution of this contract, and as the Engineer with the approval of the Commission may deem advisable.

SUBDIVISION 4.

Street Railroad Tracks, Mains and Other Surface, Subsurface and Overhead Structures.

Notice to Be Given to Interested Parties.

Section No. 55. Notice is to be given by the Contractor to all individuals, companies and the proper city officials, owning or having charge of surface, subsurface or overhead structures along any part of the work, of his intention to commence operations along such part of the route, at least one (1) week in advance, and the Contractor shall file with the Engineer at the same time a copy of said notice; and he shall co-operate with the proper parties, officers or officials in charge of such structures and shall furnish them with all reasonable facilities to inspect the methods of caring for their property.

Plans for Rearrangement Procedure.

Section No. 56. In the rearrangement of surface, subsurface or overhead structures requiring removal and relaying or reconstruction due to interference with the Railroad structure a tentative plan will be made by the Engineer, which will be submitted to the parties interested; if any reasonable changes are then requested by any

of the said parties within ten (10) days after the submission of the tentative plans, such changes will then be made, if in the judgment of the Engineer they will best conserve the interest of all parties concerned; a further plan will then be made which, on the approval of the Engineer, will be final.

Reconstruction or Relaying, Etc.

Section No. 57. Whenever it becomes necessary to cut, move, change, or reconstruct any surface, subsurface or overhead structures, or connections therewith, such work shall be done according to the reasonable satisfaction of the owners of such structures.

Reasonable Dispatch.

Section No. 58. All work of reconstruction or alteration shall be done with reasonable dispatch, and facilities are to be provided so that said work will interfere as little as possible with the practical working and use of such structures.

Maintenance, Support, Etc.—Protection from Injury.

Section No. 59. The Contractor shall at all times, by suitable bridging or other supports, maintain and support in an entirely safe condition for the usual service and to the reasonable satisfaction of the owners, all surface, subsurface and overhead structures and all their appurtenances encountered or affected during the prosecution of his work; if the maintenance of such usual service makes it necessary, the Contractor shall temporarily remove and relay or reconstruct any such surface, subsurface and overhead structure and shall restore the same or reconstruct the same in a new location, prior to the completion of this contract. Also, in order that access may be had in emergencies to gates or valves on water or gas mains and to electric manholes, where such gates or valves and manholes are decked over, trap doors of a suitable size shall be provided in the decking. All surface, subsurface and overhead structures and all their appurtenances, and all surfaces of whatever character along the line of the work shall be protected from injury to the reasonable satisfaction of the owners, and the Contractor shall fully restore such surface, subsurface and overhead structures and their appurtenances or surfaces to, and shall leave them in, as useful, safe, durable and good a condition as existed before construction was begun. All the above, including also all changes of surface, subsurface or overhead structures and their appurtenances and all surfaces of whatever character made by the Contractor for his own convenience in executing his work, shall be done at the Contractor's own expense and shall be deemed to be included in the prices stipulated in the Schedule for excavation, except as otherwise herein specifically provided.

Necessary Permanent Change of Pipes.

Section No. 60. (1) Changes of water, gas or other scheduled pipes, made necessary because of physical interference of such scheduled pipes with the Railroad structure and requiring the removal, relaying or reconstruction of such scheduled pipes in other than the original position, will be paid for at the prices stipulated in Schedule Items 79, 81, 82, 83, 84, 88, 89, 90, 91, 92, 93, 94, 95, 96, 98, 99-C, 102, 103, 104, 106, 121 and 125. In addition to the above scheduled pipes, Supplementary Drawing No. E-15 exhibits certain proposed high pressure water mains and appurtenances to be laid, which the Department of Water Supply, Gas and Electricity may place under contract within the term of this contract. The maintenance of such high pressure mains if and when laid shall be as provided for in Section No. 59; any changes made necessary because of physical interference with the Railroad structure, and requiring the removal, relaying or reconstruction of such high pressure mains and their appurtenances in other than their original position will be paid for as provided in this Section. The prices above referred to are per lineal foot of such scheduled pipes laid and shall include the cost of the removal, relaying or reconstruction of all their service connections, all other appurtenances of whatever character and all other work, labor and material incidental thereto made necessary because of the physical interfence of such scheduled pipes with the Railroad structure, and no allowance will be made therefor under any other Schedule Item or otherwise, excepting that:

(2) If new pipes have to be provided to take the place of such scheduled pipes, and are ordered by the Engineer, such new pipes will be paid for in addition to the price paid for laying, etc., at the prices stipulated in Schedule Items 100, 100-A, 101, 101-A, 107, 108, 123 and 126-C, which prices shall include the cost of the delivery of the new pipes actually used as measured in place in the work, and the removal and disposal of the old pipes. This does not relieve the Contractor, however, of his obligation to preserve all pipe that is in good condition and can be reclaimed and used, in order to avoid the necessity whenever possible of providing new pipe.

(3) If such scheduled pipes in their new locations are outside of the ordered net lines of excavation for the Railroad structure, necessitating additional excavation and restoration of street surface, such excavation will be paid for at the prices stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92) and such restoration of street surface will be paid for at the prices stipulated in Schedule Item 30, but only for such width as is prescribed in Section No. 61 for the excavations to be paid for. Any additional excavation and restoration of street surface, outside the ordered net lines of excavation for the Railroad structure, necessitated for service connections and for other appurtenances for scheduled pipes located either inside or outside the ordered net lines of excavation for the Railroad structure, will not be measured or paid for separately, but compensation therefor will be deemed to be included in the prices for excavation and street surface restored specified in this subdivision (3) and in the prices for scheduled pipes specified in subdivision (1) of this Section No. 60.

(4) Changes of the service connections of all pipes made necessary because of the physical interference of such service connections with the Railroad structure, whether the main pipe line is or is not changed, will be paid for at the prices stipulated in Schedule Items 88-A and 99-D, which prices are for each such service changed and shall include the cost of all connections, all wrought-iron pipe sleeves of whatever description, insulation where necessary, all appurtenances of whatever character and all other work, labor and material incidental to the removing, relaying or reconstructing of such service connections, and no allowance will be made therefor under any other Schedule Item or otherwise.

Measurements in Pipe Excavations.

Section No. 61.

(1) In the estimate and payment for earth excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe and a depth six (6) inches deeper than the invert of the pipe, measured from the surface of the street on the line of the trench. Where, in the opinion of the Engineer, the trench for laying pipes thirty (30) inches or more in diameter requires to be close sheeted, allowance will be made in the estimate for payment for earth excavation for a width of trench three (3) feet wider than the interior diameter of the pipe, when the trench is so sheeted.

(2) For the building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the total excavation to be allowed will be that within vertical planes one (1) foot outside of the outside lines of such structures, valves, valve boxes or hydrants, the depth being taken as the distance from the street surface to the lowest part of the structure or appurtenance.

(3) At the intersection of two trenches or at the intersection of a pipe or other trench with an excavation made by the Contractor under orders from the Engineer, for any purpose whatsoever, the cubical contents of the intersection will be allowed only once. Under no circumstances will a double allowance be made for any excavation.

(4) In the measurement for rock excavation for pipe laying, allowance will be made for a width of trench two (2) feet wider than the interior diameter of the pipe and for a depth of trench eight (8) inches deeper than the invert of twenty (20) inch or smaller pipe and twelve (12) inches deeper than the invert of pipe of larger diameter, measured from the surface of the rock on the line of the trench. No additional allowance will be made for the removal of rock under the bells to give the required clearance.

(5) For the building of valve chambers and other structures and for the setting of valves, valve boxes and hydrants, the measurement lines for rock excavation will be the same as specified for earth excavation, except that the depth will be taken as the distance from the surface of the rock to the lowest part of the structure or appurtenance.

Necessary Permanent Changes of Electric Conduits and Ducts.

Section No. 62.

(1) Changes of electric conduits or ducts found in the street (other than street railroad ducts, payment for which is provided in Schedule Item 75), made necessary because of physical interference of such conduits or ducts with the Railroad structure, and requiring the removal, relaying or reconstruction of such conduits or ducts in other than the original position, will be paid for at the prices stipulated in Schedule Items 127 and 127-A. The price per duct foot in place, and measured in place, stipulated in Schedule Item 127, shall include the cost of conduits or ducts in place (except wrought-iron pipe ducts), of furnishing any new conduits or ducts which may be necessary, of all manholes, vaults, service boxes and their appurtenances, of drawing cables and providing new cables where necessary, of relaying and reconstructing all services and of all other work, labor and material incidental to and necessary for the completed conduit or duct lines made necessary because of the physical interference of such conduits or ducts with the Railroad structure, and no allowance will be made therefor under any other Schedule Item or otherwise, excepting that:

(2) If such conduits or ducts in their new locations are outside the ordered net lines of excavation for the Railroad structure, necessitating additional excavation and restoration of street surface, such excavation will be paid for at the prices stipulated in Schedule Items 2-A and 3-A (which prices shall include all the matters referred to in Section No. 92), and such restoration of street surface will be paid for at the prices stipulated in Schedule Item 30, but only for such width as is prescribed in subdivision (5) of this Section No. 62 for the excavation to be paid for. Any additional excavation and restoration of street surface outside the ordered net lines of excavation for the Railroad structure, necessitated for service connections and for other appurtenances of conduits or ducts located either inside or outside the ordered net lines of excavation for the Railroad structure, will not be measured or paid for separately, but compensation therefor will be deemed to be included in the prices for excavation and street surface restored specified in this subdivision (2) and in the prices for conduits or ducts specified in subdivision (1) of this Section No. 62.

(3) Changes of the service connections of such conduits or ducts made necessary because of the physical interference of such service connections with the Railroad structure, Railroad ducts or Railroad duct manholes, whether the main conduit or duct line is or is not changed, will be paid for at the price stipulated in Schedule Item 127-C, which price is for each such service changed and is to include the cost of all connections, all wrought-iron pipe sleeves of whatever description, all appurtenances of whatever character and of all other work, labor and material incidental to the removing, relaying or reconstructing of such service connections and no allowance will be made therefor under any other Schedule Item or otherwise.

(4) Wrought-iron pipe ducts (including Edison tube mains) will be paid for at the prices stipulated in Schedule Item 127-A, which prices are to include all the work, labor and material specified under Schedule Item 127.

(5) In the estimate and payment for excavation for conduit and duct laying and for the building of manholes, vaults, service boxes and their appurtenances, allowance will be made in earth and in rock for a width of trench eight (8) inches wider than the duct bank or other structure, the depth measured on the line of the trench being taken in earth as the distance from the street surface to the lowest part of the structure, in rock as the distance from the surface of the rock to the lowest part of the structure.

Maintenance of Railroads.

Section No. 63. The Contractor shall maintain and support, in a manner that will cause the minimum interference with traffic, all surface, subsurface railroads along the line of or crossing the line of the work.

The Contractor shall maintain and support, both temporarily and permanently, in a safe condition all street surface railroads, including ducts, cables, and all other appurtenances of such railroads; he shall rebuild either in their original or in new locations all parts of such surface railroads, including ducts, cables and all other appurtenances of such railroads, whose reconstruction or rebuilding may be necessitated by the construction of the work. Payment therefor (including the cost of such work in the cases of on and off line sewer trenches) will be made at the prices stipulated in Schedule Item 75 (except as provided in Section No. 427 with respect to the street surface railroads supported on or over the Manhattan-Bronx Rapid Transit Railroad), which price shall include the cost of all work, labor and material incidental thereto, and no allowance will be made therefor under any other Schedule Item or otherwise. Payment will be made for the actual length of single track as measured along the center line of track within the net lines of excavation for the Railroad, including crossovers from point to point of switch, turn-outs from point of switch, and the full length of crossings. If permanent masonry supports are ordered and added, and if additional vaults in excess of the number existing are ordered and constructed to give equivalent facilities, they will be paid for at the prices stipulated in the Schedule of Unit Prices for the several classes of work or material applicable thereto. The Contractor will be required to support street surface railroads upon compacted backfill in lieu of masonry piers, unless the Engineer shall order such masonry piers. The cost of such compacted backfill will be deemed to be included in the prices stipulated for excavation.

The Contractor shall support, maintain, protect and secure and underpin both temporarily and permanently, in a safe condition the Manhattan-Bronx Rapid Transit Railroad in 42nd Street, Broadway and private property operated by the Interborough Rapid Transit Company with its appurtenances, equipment and rolling stock. (See Section No. 427.)

Facilities to Be Given Owners to Make Extensions.

Section No. 64. In the event of the owners or the City desiring to make any addition, alteration or extension to their structures or to do any work to or in connection with surface, subsurface or overhead structures owned by them or it or to lay any new structure in or across a street occupied by the Works, at the time the work under this contract is in progress, the Contractor, by written permission, shall give said owners or the City all reasonable opportunity to perform such work; provided such work or alteration for the benefit solely of the owners of subsurface structures does not cause the Contractor any serious loss or delay, as shall be determined by the Commission. The written permission from the Contractor, with three prints of drawings or sketches or a description indicating the proposed work in detail, shall be submitted to and approved by the Engineer before any work shall be proceeded with under such written permission.

SUBDIVISION 5.

Excavation.

Width of Excavation.

Section No. 65. Special care must be taken to avoid damage wherever excavation under cover is being done or where open excavation is permitted. The width of such excavation shall not exceed the width actually necessary, in the opinion of the Engineer, for the proper prosecution of the work. All excavations shall be of such width, in addition to that of the Railroad, as shall be necessary, in the opinion of the Engineer, for the proper and expeditious progress of the work and to permit the laying and readjusting of all sewers, mains, subways and other subsurface structures encountered along the route and contiguous to the Railroad.

Depth of Trenches.

Section No. 66. Trenches shall be excavated to such depth, both in soft ground and in rock, as may be necessary to permit the laying of such concrete bed, special foundation or drain pipes as may be deemed necessary by the Engineer.

Sides to Be Secured.

Section No. 67. The sides of the excavations shall be secured against slips by suitable sheet piling or sheeting, held in place by braces, shores or waling timbers, special precautions being taken where there is additional pressure, due to the presence of buildings or other structures. Where movement of the ground might cause the settlement of an adjacent building, the sheeting must be started, if near the building, before the elevation of the bottom of the foundation of the building is reached; if away from the building, at such depth of the excavation as the Engineer may permit; and the excavation must not be made in advance of or below the bottom of the sheeting.

Filling Back of Sheeting.

Section No. 68. Sheeting shall be driven wherever possible, but when it is placed against the sides of the excavation, the spaces or voids back of the sheeting must be immediately and carefully filled with suitable material to prevent as far as possible the natural ground back of the sheeting from moving.

Buildings Underpinned Within Certain Limits.

Section No. 69.

(1) The Contractor shall secure buildings adjacent to the excavation; either in accordance with Sections Nos. 67 and 68, in the case of buildings supported on firm soils when a slope represented by one (1) foot vertical to two (2) feet horizontal, inclined downward from the bottom outer edge of any building foundation, intersects or passes beneath the bottom outer edge of the completed Railroad structure when only earth is encountered in the excavation; or in accordance with Sections Nos. 67, 68 and 82, without qualification with regard to slope, when rock is encountered in the excavation; or,

Underpinning Defined.

(2) When compliance with the provisions of Sections Nos. 67, 68 and 82 is not sufficient to secure adjacent buildings or when necessary to prevent improper pressure against the Railroad structure when completed, the Contractor shall safely and permanently underpin adjacent buildings the foundations of which are above the bottom of the adjacent excavation for the Railroad. By underpinning is meant such method of construction as will transmit the foundation loads directly through the underpinning structure to such lower level as is necessary to secure the buildings and which will relieve the adjacent ground from improper lateral pressures. The underpinning shall be designed to funish a safe and permanent independent support for each building. To accomplish this result, the Contractor shall use such methods of underpinning, pneumatic or otherwise, as special conditions may require and the Engineer shall approve; or,

Securing Other Than Underpinning.

(3) The Contractor shall, subject to and only with the approval of the Engineer, in lieu of underpinning construct such form of permanent construction as may be necessary to maintain, protect and secure the adjacent buildings against displacement, provided the safety of the completed Railroad structure will not be endangered by improper pressures from such form of construction and such adjacent buildings.

Before the work is proceeded with, the Contractor shall submit to the Engineer drawings in duplicate indicating the proposed typical and special methods of underpinning or of maintaining, protecting and securing the adjacent buildings.

Payment for Underpinning and Securing.

Section No. 70. When underpinning of a building is necesary and the work is done as provided in (2) of Section No. 69, payment will be made at the prices stipulated in Schedule Item 4; when a building is maintained, protected and secured as provided in (3) of Section No. 69, payment will be made at the prices stipulated in Schedule Item 4-E, except in each of the above cases, as provided in Sections Nos. 361 and 427; and when a building is secured as provided in (1) of Section No. 69, payment for the work shall be deemed to be included in the prices stipulated in the Schedule for excavation, as provided in Section No. 92. The prices stipulated in Schedule Items 4 and 4-E, are per lineal front foot of building underpinned or maintained, protected and secured. In the case of underpinning a building of varying stories in height, the varying portions will be classified under and paid for at the price stipulated in Schedule Item 4 applicable to each portion. The lineal front foot measurement does not mean the perimeter measurement of a building front, along the lines of stoops, bay windows, etc., but the straight front measured parallel to the building line along the street traversed by the Railroad, and at the sidewalk level. Where the excavation for the Railroad projects into a transverse street, as at stations, and it is necessary to underpin or to maintain, protect and secure a building, the lineal front foot measurement will be increased by the measurement in such transverse street within the limits of such portion of the Railroad which requires such work to be done. The prices shall include payment for all work, labor and material of whatever nature required in connection with underpinning or with maintaining, protecting and securing the building proper, such as side walls, both partition walls, both parallel and perpendicular to the building front; interior columns and any other work which may be required, and no allowance will be made therefor under any other Schedule Item or otherwise. The prices are not to include the payment for underpinning or for maintaining, protecting and securing vaults, area ways, retaining walls, fences, stoops or porches, but the payment for such work, when required, shall be deemed to be included in the prices stipulated for excavation in Schedule Items 1 and 3. In cases where there is a building which has not been underpinned or maintained, protected and secured, or in cases where the adjacent property is vacant but it is necessary to underpin or maintain, protect and secure vaults, area ways, retaining walls, fences, stoops or porches in front of such building or such vacant property, the payment for such work shall be deemed to be included in the prices stipulated for excavation in Schedule Items 1 and 3. If ordered by the Engineer, the Contractor shall dig test pits alongside the building foundations to determine the necessity for underpinning or for maintaining protecting and securing a building. Payment for such test pits will be made at the price stipulated in Schedule Item 2-A.

Payment for Sheeting.

Section No. 71. No payment will be made for sheeting left in the ground or in the work, unless the Engineer shall in writing require it to be left in, in which case payment will be made for the sheeting so left in as measured by the Engineer, at one-half the current market price for new material of the same grade, character and dimensions, and without any allowance or payment for placing the same. This section applies only to the sheeting in trench work.

Timber for Temporary Purposes.

Section No. 72. All timber used for sheeting, shoring, bracing, decking or other temporary purposes shall be sound and free from any defects that may impair its strength. It shall be provided, placed and removed at the Contractor's own cost and expense. The top or wearing surface of all decking used for carriageways shall be of hard, yellow pine (unless otherwise permitted), sound, straight, and free from all shakes and large, loose knots. All sheeting and timber used temporarily shall be put in place by skilled mechanics, keyed tight by wedges where necessary, and so arranged as to be withdrawn readily without endangering the adjoining soil.

Vaults of Abutting Property.

Section No. 73. The removal, where necessary, of all walls and other parts of vaults of abutting property along the line of the Railroad that are within the ordered net lines of excavation shall be considered as earth excavation as provided in Section No. 87, but the restoration of all such walls and other parts of vaults and of areas and coal holes, originally within the ordered net lines of excavation, when, in the opinion of the Engineer, susceptible of classification, will be paid for at the unit prices stipulated in the Schedule applicable, in the opinion of the Engineer, to the several classes of work and material involved in such restoration; or when, in the opinion of the Engineer, not susceptible of classification such work will be paid for under Article XII.

The above is not to be construed, however, as applicable to any work beyond the ordered net lines of excavation, which shall be done at the Contractor's own cost and expense.

Vaults Disturbed.

Section No. 74. Wherever vaults of abutting property are broken through or otherwise disturbed, the Contractor shall at his own cost and expense provide all materials for and erect a six (6) inch hollow tile wall laid in Portland cement mortar, as a temporary partition, on or about the building line, or as directed, that will afford proper protection to the owner or occupant of the adjoining premises. Upon the completion of the restoration of the vault such wall shall, unless otherwise directed, be immediately removed and disposed of by the Contractor at his own cost and expense.

Rock.

Section No. 75. Ledge rock in place and the concrete, hollow tile, ducts and drains and masonry of whatever character of the Manhattan-Bronx Rapid Transit Railroad and boulders whose volume within the ordered net lines or excess payment lines of excavation is half a cubic yard or more each will be considered as rock excavation.

Preparations for Rock Measurement.

Section No. 76. Whenever rock is encountered in the trench, it shall be stripped of earth in sections of not less than twenty (20) feet in length; and the Engineer shall be duly notified in order that he may measure or cross-section the same.

Blasting.

Section No. 77. Whenever rock or material requiring blasting is encountered in any trench or tunnel, all necessary precautions must be exercised by the Contractor, as required by the ordinances of the City relative to blasting. Explosives shall be used only of such character and strength as may be permitted by the Commission, and the right is reserved for the Engineer to direct that in special cases ordinary blasting powder only, in small charges, shall be used. Blasting shall not be done between the hours of 11 P. M. and 7 A. M. without the express permission of the Engineer and then only under such restrictions as he may impose.

Storage of Explosives.

Section No. 78. The Contractor shall provide at his own expense such magazines and magazine houses for the storage of explosives in such locations and in such manner as may be approved by the proper municipal authorities in charge of such matters. No larger quantity of explosives shall be kept on the line of the work than will be actually required for the twelve (12) hours of work next ensuing, that it shall be kept under lock, the key to which shall be in the hands of only the foreman or other equally trustworthy person. The amount of explosives kept in any one place shall not exceed the limit permitted by the ordinance of the City or as may be determined by the Commission. Caps and exploders shall not be kept in the same place with dynamite and other explosives. During freezing weather special precautions shall be taken as to the care and manipulation of dynamite.

Near Subsurface Structures.

Section No. 79. Whenever any subsurface structure is encountered in or alongside of the trench, right is reserved to direct that all rock within five (5) feet of the same shall be removed by means other than blasting.

Beyond Net Lines.

Section No. 80. In rock excavation in the trenches for the Railroad the work must be regulated so as to avoid, as far as possible, shattering the rock beyond the ordered net lines of excavation. But, on account of the impracticability of excavating rock to an exact line, an allowance will be made to the Contractor for excess excavation in rock on the sides of the trench, as provided in Section No. 88.

Concrete Packing.

Section No. 81. In rock excavation in trench, when the rock is shattered beyond the ordered net lines of excavation, the concrete on the sides of the structure shall be rammed to the rock. Such concrete will be measured at an allowed thickness of six (6) inches outside of the ordered net lines of excavation, whether or not it is actually of such thickness, and will be paid for at such thickness at the price stipulated in Schedule Item 6 where the side walls of the Railroad are not waterproofed, and at the price stipulated in Schedule Item 7 where the side walls of the Railroad are waterproofed. Any concrete outside of such six (6) inch allowed thickness shall be provided and placed at the Contractor's own expense.

Any excess excavation in the bottom of the trench, below the net line of excavation, shall be replaced by a compacted backfill between supporting walls and columns and by concrete underneath supporting walls and columns, provided and placed at the Contractor's own expense. (See Section No. 93.)

Close Drilling.

Section No. 82. Generally the central portion of the excavation must, when directed by the Engineer, be kept some distance in advance of the excavation near the sides, and if the rock, owing to its general character and structure, has a tendency to break large, or the strike and dip of the stratification indicate a liability to slip or slide into the excavation, the Contractor must place the drill holes at close intervals on the established lines of excavation and must also, if necessary, use timbering, shoring or bracing in order to avoid excessive excavation and to preserve the established lines thereof and to safeguard adjacent buildings.

Pumping.

Section No. 83. Whenever water is encountered in trenches, the same shall be removed by bailing or pumping, great care being taken when pumping that the surrounding particles of soil be not disturbed or removed. If necessary to prevent such disturbance, the pumping must be done by a series of driven wells whose points are protected by fine wire cloths, the rate of flow at each well being made so slow as not to remove the particles of soil; or the pumping must be done by other means approved by the Engineer. The delivery from all pumps shall be conducted into the adjacent sewers, and the delivery pipes shall be so arranged as to be readily inspected at all times to ascertain if the water is free from particles of soil.

Carts to be Tight.

Section No. 84. All carts, buckets and other vehicles used by the Contractor for the removal of material, shall be tight and so arranged and so loaded as not to spill. Whenever a cart, bucket or other vehicle so used is leaky or unsuitable, it shall be immediately withdrawn from the work on notification by the Engineer.

Removed Expeditiously.

Section No. 85. Excavated material shall be removed expeditiously and disposed of, in any place selected by the Contractor, subject to the ordinances and regulations of the City authorities governing the disposal of such material and the regulations of the United States Government as to the disposal or dumping of material in and about or near the Harbor of New York.

When Excavated Material may be Taken by City.

Section No. 86. If at any time during the course of construction the City shall desire for city purposes any part of the material excavated and the cost of such disposal shall not exceed the cost to the Contractor of the method in which he is then disposing of it, the Commission may order such material dumped or turned over to the City at a point designated without cost to the City.

Earth Excavation, Definition of.

Section No. 87. Earth excavation includes the excavation of all materials of whatever nature encountered in the trenches, except rock excavation as defined in Section No. 75 and except as specified in Section No. 427.

Excavation in Trenches, How Measured.

Section No. 88. The net outside width of the Railroad structure, as ordered and indicated on the drawings, and the depth of the Railroad structure, also as ordered and indicated on the drawings, are the ordered net lines of excavation and will govern as to width and depth in the measurements for payment for excavation for the Railroad; except that

(1) When rock is encountered, because of the impracticability of excavating to an exact line, an excess excavation on the sides of the trench below the top surface of the rock will be measured at an allowed width of six (6) inches outside the ordered net lines of excavation, whether or not the excavation is made to such width. No excess rock excavation will be allowed below the ordered net line of excavation at the bottom of the trench, except that rock cores, such as island platforms, required to be left within the limits of the excavation will be measured with side slopes of one-half (½) horizontal to one (1) vertical. And

(2) Where the Manhattan-Bronx Rapid Transit Railroad joins the Railroad at West Forty-second Street, measurement and payment for excavation above the ceiling line of the upper level of said Manhattan-Bronx Rapid Transit Railroad will be made to the payment line indicated on Contract Drawing No. C-11, whether or not the excavation is made to said payment line. And

(3) Where the Railroad lies beneath and alongside and adjacent to the Manhattan-Bronx Rapid Transit Railroad (including the passageway and depressed track construction underneath), measurement and payment for excavation will be made to the payment line indicated on the contract drawings, whether or not the excavation is made to said payment lines. And

(4) For the reconstruction of the stairway at the southerly end of the passageway under the tracks of the Manhattan-Bronx Rapid Transit Railroad, for the reconstruction of the platform and roof at the southerly side of said Manhattan-Bronx Rapid Transit Railroad in Broadway and West Forty-second Street, for the reconstruction of the stairway of said Manhattan-Bronx Rapid Transit Railroad and the construction of the escalator pit adjacent to the southwest corner of Broadway and West Forty-second Street and for work at any other location where the payment lines are not shown on the contract drawings, measurement and payment for excavation will be made to the net lines of excavation ordered by the Engineer. And

(5) For that portion of the Railroad lying underneath the upper vault of the Knickerbocker Hotel the ceiling of the lower vault will limit the upper surface for measurement and payment.

No deduction from the volume of excavation determined as above will be made on account of vault or area space or spaces occupied by pipes or other subsurface structures, provided, however, that no allowance for excavation will be made for the space within the structure of the Manhattan-Bronx Rapid Transit Railroad.

Under no circumstances will a double allowance be made for any excavation.

The measurement and payment for new concrete to replace concrete in the existing Manhattan-Bronx Rapid Transit Railroad structure removed will be to the same measurement and payment lines as above specified for excavation.

The restoration of any portion of the Manhattan-Bronx Rapid Transit Railroad outside the payment lines of excavation and the restoration of any fill under said Rapid Transit Railroad outside said payment lines shall be done at the Contractor's own cost and expense.

The net lines of excavation which will govern as to width and depth in the measurements for payment for excavation for the Railroad as aforesaid are in general indicated on the contract drawings.

No Allowance Outside of Ordered Net Lines.

Section No. 89. There will be no measurement or allowance made nor money paid for excavation outside (below, above or wider than) the net measurement lines or excess rock excavation lines as above indicated; and no allowance shall be made for any excess excavation caused by slips or slides. It is understood and agreed that for all such matters the Contractor has estimated and allowed in the unit prices of the Schedule.

Change of Street Grade.

Section No. 90. When the Engineer shall direct that the grade of any street, be raised or when the contract drawings indicate that the grade of any street is to be raised the Contractor shall fill in such places to the changed grade as required, and such work shall be measured and paid for at the price stipulated for earth excavation in Schedule Item 1.

Payment for Excavation.

Section No. 91. Excavation, except as elsewhere provided, shall be paid for at the prices stipulated in Schedule Item 1 for excavation in earth and Schedule Item 3 for excavation in rock.

Price for Excavation to Include.

Section No. 92. The prices herein stipulated for excavation, Schedule Items 1, 2-A, 3 and 3-A shall include the cost of the disposal of the materials excavated, of backfilling, of all decking and bridging, of all sheeting and bracing, and of maintaining and supporting of trenches during and after excavation, of all pumping and bailing, and of the maintenance and support, with all incidental work, labor and material of any kind, of all surface, subsurface and overhead structures and surfaces of whatever nature and their appurtenances, payment for the maintenance and support of which is not herein elsewhere specifically provided for under other Schedule Items.

SUBDIVISION 6.

Backfilling.

Quality of Material—How Placed.

Section No. 93. The trenches at the sides and over the top of the Railroad and wherever backfilling is necessary, including any void spaces of vaults or other structures below the ordered net lines of excavations, which it may be necessary to fill or grade in order to provide the subgrade for the Railroad, shall be backfilled with sand, gravel or other good, clean earth, free from perishable material and from stones exceeding six (6) inches in diameter, and not containing in any place a proportion of stone of or below that size exceeding one (1) part of stone to five (5) parts of earth. The filling shall be compacted by flooding with water or, in cases where flooding with water is not practicable it shall be compacted by ramming in layers, not exceeding six (6) inches in depth as required by the Engineer. In rock excavation in trench, where the rock is shattered beyond the established line of excavation, concrete packing or compacted back-fill shall be provided in accordance with Section No. 81.

Around Subsurface Structures.

Section No. 94. Whenever pipes, sewers or other subsurface structures are met with, the filling must be carefully packed, rammed and tamped under and about such subsurface structures, special tools being used for the purpose. No filling of trenches with frozen earth will in any case be permitted nor will any filling be permitted over frozen material.

Sheeting Removed.

Section No. 95. As fast as the work of filling permits, sheeting and other timber supporting the sides of the excavation shall be carefully withdrawn, and the spaces left by the removal of such material carefully backfilled, but if directed by the Engineer, the sheeting shall be left in place.

How Paid For.

Section No. 96. The cost of backfilling is deemed to be included in the prices stipulated for earth and rock excavation, in Schedule Items 1, 2-A, 3 and 3-A.

SUBDIVISION 7.

Piling and Timbering.

Character of Piles.

Section No. 97. If, in the judgment of the Engineer, the ground is of such a character as to require piling, the Contractor shall drive such piles as the Engineer directs. The piles shall be of good, sound pine or spruce, or other acceptable timber, straight and free from shakes; they shall be not less than twelve (12) inches in diameter at the butt end, nor less than six (6) inches in diameter at the point, and shall be driven to the satisfaction of the Engineer and by means of a steam hammer driver if so required by him. If necessary, the points of the piles shall be protected by proper shoes, and the butts by rings or caps. Piles shall not be spliced unless permitted by the Engineer, and then in such manner as he directs. Piles shall be carefully cut off to the grade given by the Engineer.

Piles Driven in Required Location.

Section No. 98. Piles shall be driven in the position and manner and to the depth ordered; if driven in a wrong position or injured in any way by driving they must be withdrawn and replaced by others. After being driven they shall be cut off to a true plane for proper adjustment with capping timber or masonry.

Payment for Timber Piles.

Section No. 99. The price stipulated to be paid per lineal foot of timber piles, Schedule Item 12, is to cover the cost of furnishing, driving and preparing the piles ready for the capping timbers or masonry, and the portion cut off and removed will not be included in the length measured for payment. No test piles, guide piles, or piles other than those that are a part of the finished foundation and are included within the net width of the finished foundation will be paid for.

Concrete Piles.

Section No. 100. If, in the judgment of the Engineer, special conditions so require, piles of reinforced concrete of an approved form of construction shall be used.

Payment for Piles Other Than Timber Piles.

Section No. 101. Payment for piles other than timber piles will be as provided in Article XII.

Grillage.

Section No. 102. Timber grillage foundations shall be built if so directed by the Engineer.

Foundation Timber.

Section No. 103. All foundation timbers shall be of pine or spruce, or other timber permitted by the Engineer, sound and free from shakes. It shall be of such dimensions, and laid in such manner, as the special plans to be issued shall require, and held in place by bolts, spikes or good, seasoned oak or locust treenails.

Foundation Timber, Measurement and Payment.

Section No. 104. No wastage is to be allowed for, and the estimate of the quantities of foundation timber used will be based on the amount ordered by the Engineer and placed according to his directions. Payment for foundation timber will be made as provided in Schedule Item 13.

SUBDIVISION 8.

Cement.

Portland Cement.

Section No. 105. All cement used in the work shall be true Portland cement, by which is meant the finely pulverized product, resulting from the calcination to incipient fusion of a properly proportioned intimate mixture of argillaceous and calcareous earths or rocks to which no addition greater than three (3) per centum has been made subsequent to calcination.

Brand to be Approved.

Section No. 106. Before any cement is furnished, the brand shall receive the approval of the Engineer. Cement, to be acceptable, shall be of a well-known brand which has been in successful use for large engineering works in America for at least five (5) years, and which has an established reputation for uniform character. Preference will be given to cements which, by their records, show a tendency to maintain high strength of mortar with increased age.

Inspection.

Section No. 107. Cement shall be subject to inspection at the place of manufacture or on the work, and to such tests as may be ordered by the Engineer. The Engineer or his representatives shall have access at all times and places to inspect the methods of manufacture, storage and protection, and shall have liberty to inspect the daily laboratory records of tests and analyses at the cement works.

Tests.

Section No. 108. In general tests will conform to the methods recommended by the Committee on Uniform Tests of Cement of the American Society of Civil Engineers. Unless otherwise directed, samples will be taken at the place of manufacture by a representative of the Engineer and sent to the Commission's laboratory, where the tests will be made. If required, tests will be made on the individual samples, without intermixing.

Specific Gravity and Color.

Section No. 109. The cement shall have a specific gravity of not less than 3.10 nor more than 3.25 after being thoroughly dried at a temperature of 212 degrees Fahr. The color shall be uniform, bluish gray, free from yellow or brown particles.

Chemical Analysis.

Section No. 110. Chemical analyses of cement made from time to time shall show a reasonably uniform composition. Cement shall contain not more than 1.75 per centum of sulphuric anhydride (SO_3) nor more than 4 per centum of magnesia (MgO).

Fineness.

Section No. 111. The fineness of the cement shall be such that it shall leave by weight a residue of not more than eight (8) per centum on a No. 100 sieve, and not more than twenty-five (25) per centum on a No. 200 sieve; the wires of the sieves being respectively 0.0045 and 0.0024 inch in diameter.

Time of Setting.

Section No. 112. It shall not develop initial set in less than thirty (30) minutes unless a more quickly-setting cement is specifically required, and shall develop hard set in not less than one (1) hour nor more than ten (10) hours.

Soundness.

Section No. 113. Pats of neat cement, after remaining one (1) day in moist air, shall be kept in air or water of normal temperature for at least twenty-eight (28) days, or shall be exposed to an atmosphere of steam, above boiling water, in a loosely closed vessel for at least five (5) hours; and the separate parts under any of these conditions shall remain hard without any indications of checking, cracking, distortion, disintegration or blotching.

Tensile Strength.

Section No. 114. Neat cement briquettes shall have at the end of one (1) day in moist air a breaking strength, per square inch of sectional area, of not less than one hundred and fifty (150) lbs.; at the end of seven (7) days—one (1) day in air, six (6) days in water—of not less than five hundred (500) lbs.; at the end of twenty-eight days—one (1) day in air, twenty-seven (27) days in water—of not less than six hundred (600) lbs. The strength at twenty-eight (28) days shall be not less than that at seven (7) days.

Mortar Briquettes.

Mortar briquettes, composed of one (1) part of cement and three (3) parts of standard Ottawa sand, by weight, shall have at the end of seven (7) days—one (1) day in air, six (6) days in water—a breaking strength, per square inch of sectional area, of not less than two hundred (200) lbs.; and at the end of twenty-eight (28) days—one (1) day in air, twenty-seven (27) days in water—of not less than three hundred (300) lbs. The strength at twenty-eight (28) days shall show an increase of not less than fifty (50) lbs. over the strength at seven (7) days.

Long Time Tests.

Section No. 115. Tests will be made from time to time extending over longer periods than twenty-eight (28) days. If such tests show a tendency to unsoundness or unusual reduction in strength with increased age, the Engineer shall have the right to prohibit the further use of that brand and to require that another brand be substituted.

Storage During Tests.

Section No. 116. All cement shall be held in storage to allow ample time for tests to be made before the cement is required for use in the work.

How Contained.

Section No. 117. Cement shall be packed and delivered in canvas sacks or other strong, well-made packages, plainly marked with the manufacturer's brand, and sealed in an approved manner. The weights of such packages shall be uniform.

Method of Storing.

Section No. 118. The Contractor shall at all times keep in store on the work, or at some point convenient thereto, an abundant supply of cement, so as to guard against possible shortage. It shall be stored in a weather-tight building, with a tight floor a proper distance above the ground, and with sufficient floor space to admit of storing each lot of cement, of not more than two hundred (200) barrels, or its equivalent, separately so as to facilitate identification of each individual lot in case of necessity for further tests or rejection. Cement that has become partially set or otherwise damaged shall not be used.

SUBDIVISION 9.

Mortar.

Ingredients and Mixing.

Section No. 119. All mortar shall be prepared from cement and sand approved by the Engineer. These ingredients shall be thoroughly mixed dry in the proportions specified below; sufficient water shall then be added to produce a stiff paste. Water used in mortar, grout or concrete must be clean, fresh water. Salt water will not be permitted. The mortar shall be freshly mixed for the work in hand, in proper boxes made for that purpose, and no mortar shall be used that has stood beyond such limit of time as may be determined by the Engineer.

Sand.

Sand used for mortar shall be clean, and shall be graded from fine to coarse to the satisfaction of the Engineer. It shall contain no grains which will not pass a one-fourth (¼) inch screen, nor more than six (6) per centum by weight which will pass a one-hundred (100) mesh screen.

Sand shall be of such quality that mortar composed of one (1) part of Portland cement and three (3) parts of sand by weight will have a tensile and compressive strength equal to mortar of the same consistency made from one (1) part of the same cement and three (3) parts of standard Ottawa sand.

How Measured.

Section No. 120. For purposes of mixture, three hundred and seventy-five (375) pounds of Portland cement shall be estimated at three and one-half (3½) cubic feet of volume. The proportional parts shall be by volume as cast into the measuring box. The proportions for brick and stone masonry shall be one (1) part cement to two (2) parts sand; for pointing, one (1) part cement and one (1) part sand; for concrete masonry, as specified under the head of concrete; and for other classes of work, as directed by the Engineer.

Grout.

Section No. 121. If required by the Engineer, a grout, consisting of one (1) parts sand and one (1) part of Portland cement, shall be pumped in under pressure so as completely to fill all the voids in or behind the masonry.

Pavement for Grout.

Section No. 122. Where grout is ordered and used, it shall be paid for at the price stipulated in Schedule Item 11, which price shall include the cost of all materials and labor, including any incidental expense necessary for pumping and placing the grouting.

SUBDIVISION 10.

Masonry.

Laid in Portland Cement.

Section No. 123. All masonry, except as otherwise specified, shall be laid in Portland cement mortar, and shall be built to the forms and dimensions shown on the drawings, or as directed by the Engineer from time to time; and the system of joining or bonding ordered by the Engineer shall be strictly followed.

Water not to Interfere With.

Section No. 124. Care must be taken that no water shall interfere with the proper laying of masonry in any of its parts.

Freezing Weather.

Section No. 125. During freezing weather no masonry shall be built unless properly protected against frost, and masonry shall not be built in exposed places where in the opinion of the Engineer it is impracticable to give such protection. During freezing weather or when there is frost in the materials to be used in the masonry, the materials shall be heated. The Contractor shall provide such appliances, subject to the approval of the Engineer, as are necessary for the heating of the sand, stone and other materials.

Protected in Freezing Weather.

Section No. 126. During freezing weather all masonry shall be protected by a suitable covering of salt hay, canvas, tarpaulin or by such material or in such ways as may be necessary to insure it against freezing.

Hot Weather.

Section No. 127. During hot weather all masonry, especially concrete, shall be kept wet by sprinkling and properly covered until it has become thoroughly set and hardened.

Pointing.

Section No. 128. Unless otherwise permitted, every joint that is to be pointed shall be raked out, within two (2) days after being laid, to a depth of at least two (2) inches.

Mortar for Pointing.

Section No. 129. Pointing of the face joints of masonry shall be thoroughly made

with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand, except where otherwise specifically provided.

Season for Pointing.

Section No. 130. No pointing shall be done in freezing weather, and masonry laid between December 1st and April 1st shall not be pointed until permitted by the Engineer.

Defective Masonry.

Section No. 131. Any masonry which is found to be defective from any cause whatsoever, before the final completion and acceptance of the work, must be removed and properly rebuilt, or if damaged during such time must be properly repaired.

Stone Cleaned.

Section No. 132. All stone before being laid shall be thoroughly cleaned and if so directed by the Engineer, shall be washed.

SUBDIVISION 11.

Concrete.

Composition.

Section No. 133. The concrete shall be composed of gravel or broken stone, or a mixture of both, free from all dust and dirt, and mixed together with the proportion of mortar specified below. The water used in mixing concrete must be clean, fresh water, no salt water being permitted.

Sand.

Section No. 134. Sand for concrete shall be of the kind specified for mortar in Subdivision 9.

Stone.

Section No. 135. Stone for concrete shall be sound, clean gravel, or sound, hard, broken limestone, or trap rock, or a mixture of such gravel and broken stone may be used. If a mixture of gravel and broken stone is used the Engineer may require that the gravel and broken stone be stored separately on the work and mixed in single batches as needed.

Sizes of Stone.

Section No. 136. The gravel or broken stone or the mixture of gravel and broken stone shall be graded from fine to coarse, and that which is all of one size, or practically so, shall not be used. It shall be screened or washed so as to remove all dust, and it shall contain no pieces that will pass through a hole three-eighths (⅜) inch in diameter, and no pieces that will not pass through a hole one and three-fourths (1¾) inches in diameter. Broken stone or gravel for concrete, graded as above, but between three-eighths (⅜) and three-fourths (¾) inch in diameter, may be required and used in special parts of the work.

Rubble Concrete.

Section No. 137. In concrete where the thickness is thirty (30) inches or more, if permitted by the Engineer, the Contractor may imbed in the same, pieces of clean, sound stone whose greatest diameter does not exceed twelve (12) inches and whose least diameter or thickness is not less than three-fourths (¾) of the greatest diameter. These stones shall be set by hand in the concrete as the layers are being rammed, and so placed that each stone is completely and perfectly imbedded. No two (2) stones shall be within six (6) inches of each other and no stones shall be within four (4) inches of an exposed face, nor shall any such stone be placed nearer than six (6) inches to any reinforcing metal built in the concrete.

Proportions.

Section No. 138. The proportions of cement, sand and stone (or gravel) used in making concrete shall be by volume as cast into the measuring box and shall be as follows:

Section No. 139. Concrete in floor, sidewalls and roof one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Section No. 140. Protective concrete outside of water-proofing lines on bottom, sides and roof, one (1) part of cement, two (2) parts of sand and four (4) parts of stone.

Mixing by Machine.

Section No. 141. Whenever practicable, concrete shall be machine mixed. A rotary machine of a pattern approved by the Engineer, and mixing only one batch at a time, shall be used. Concrete shall not be mixed on the surface of the street or decking on the line of the work, unless specifically permitted, but the mixing shall be done as close as practicable to the work so as to avoid too great a lapse of time between the mixing and placing of the concrete in the forms.

Mixing by Hand.

Section No. 142. When concrete is mixed by hand the stone or gravel shall be spread on a platform in a bed about six (6) inches thick, and shall be thoroughly wet. Sand shall be spread on a platform and the requisite portion of cement spread on the sand. After thoroughly mixing the latter, the dry mixture thus formed shall be spread evenly over the bed of stone wet as above, and the whole turned over until thoroughly mixed, but not less than four (4) turnings on the mixing board shall be allowed in any case, water being added as necessary. Care shall be taken to keep the bed of concrete wet and avoid piling.

How Laid.

Section No. 143. Concrete shall be placed immediately after mixing in layers of such thickness as may be directed by the Engineer, and shall be thoroughly compacted throughout the mass by ramming or spading, special tamping bars or tools being used as approved by the Engineer. The amount of water used in making the concrete shall be as approved by the Engineer. If a small amount of water has been used in mixing, ramming shall be continued until the water flushes to the surface; as a rule, however, concrete shall be placed wet.

Made Smooth to Receive Waterproofing.

Section No. 144. The surface of concrete to which waterproofing is to be applied shall be made smooth at the time of placing and shall be carefully protected from injury by barricades or otherwise until thoroughly set.

Time for Hardening.

Section No. 145. Concrete shall be allowed to set for twelve (12) hours, or more, if so directed, before any work shall be laid upon it; and no walking over or working upon it shall be allowed while it is setting. Concrete shall not be flooded with water before being thoroughly set.

Earth Rammed.

Section No. 146. Before laying concrete on rock surfaces the latter shall be swept clean of all debris and dirt, and when laid on earth the earth shall be rammed as directed before placing the concrete.

Surface Rough for Bonding.

Section No. 147. Wherever a section of concrete is necessarily left unfinished, leaving a surface which will be hard set before additional concrete can be laid, care shall be taken to flush the cement to such surface, and such dovetails or grooves shall be formed as may be necessary to insure a good bond with the new work; and if deemed necessary by the Engineer, the joints shall be reinforced with steel bars or dowels, furnished and placed by the Contractor at his own expense.

Joints Cleaned.

Section No. 148. In all cases of joints of old with new work the old surfaces shall be thoroughly cleaned and wet, and a coating of mortar or cement shall be applied, if required, before placing the concrete.

Forms.

Section No. 149. Suitable forms shall be provided by the Contractor to support the concrete while being placed in the walls or roofs. These forms shall be immediately replaced by new ones as soon as they commence to lose their proper shape. Before being used they shall be carefully cleaned of cement and dirt in order to provide a perfectly smooth face to the exposed surface of the concrete. The forms shall be made of wood, kept carefully planed; or made of metal sufficiently thick to retain their shape without the use of wood.

Certain Forms Not Permissible.

Section No. 150. No forms made of wood and covered with sheet iron will be permitted.

How Made.

Section No. 151. The joints in forms shall be water-tight. If forms are made of wood the boards shall be tongued and grooved where required by the Engineer.

Precautions in Placing.

Section No. 152. Every precaution shall be taken to construct the forms in such a manner as will insure a smooth and even surface on concrete which is to remain exposed; except that on track ceilings through stations, on ceilings over platforms and on walls within the limits of station finish work the concrete shall be left with a rough surface to insure a proper bond between it and the station finish plaster, which is to be applied under another contract. For obtaining this rough concrete surface, the Contractor shall provide special forms approved by the Engineer.

Forms, How Set.

Section No. 153. The forms shall be set true to line, firmly secured, and be so tight as not to allow water in the mortar to escape; they shall be thoroughly wet before placing the concrete and shall be removed as soon after the concrete has been placed as in the judgment of the Engineer may be done with safety to the work. Immediately on the removal thereof the faces that will remain exposed shall be carefully examined and any irregularities of the surface corrected; projections shall be removed and voids filled with mortar. If, however, the voids are such as to indicate an excessive loss of mortar, portions of the concrete shall be cut out to the fulness of such defects and the space refilled with a rich concrete or mortar in such proportions and in such manner as the Engineer may direct.

Reinforcing Steel.

Section No. 154. Where reinforcing steel or wire mesh is used, efficient means shall be provided to maintain it in the exact position it is to occupy in the completed work, and to prevent it from becoming dislodged, or moved in any manner, when concrete is placed.

Surfaces Not to Be Painted.

Section No. 155. Exposed faces of concrete shall be left with the natural cement finish, the object in view being to obtain a generally smooth, finished surface of uniform color. Immediately following the removal of the forms the removal of the projections and the filling of voids as provided above, the exposed surfaces shall be rubbed down in such a manner, approved by the Engineer, as will insure this result.

The preceding paragraph of this Section does not apply within station limits.

Impervious to Water.

Section No. 156. It is intended to obtain concrete impervious to water; the concrete shall be mixed and deposited with this end in view, and on the roof of the Railroad, if waterproofing is not used, the top surface of the concrete shall be carefully troweled as may be directed in order to add to its imperviousness.

The surfaces of drip-pans under ventilating openings and other surfaces which require special provision for drainage shall be troweled.

Concrete, How Measured and Paid For.

Section No. 157. Concrete masonry shall be measured in place in the work to the prescribed net lines ordered by the Engineer or to such excess lines or payment lines outside the net lines as are herein elsewhere provided for, and shall be paid for at the prices stipulated in Schedule Items 6 and 7, which prices shall include the cost of all scaffolding, centers, forms, etc., and removing the same, all troweling where required, and all other incidental work, labor and material.

Backing or Filling of Concrete Paid For.

Section No. 158. Concrete backing or filling outside of the ordered net lines of excavation will be paid for as provided in Section No. 81.

SUBDIVISION 12.

Brick Masonry.

Quality.

Section No. 159. Bricks for masonry shall be of the best quality common bricks burned hard entirely through, regular and uniform in shape and size and of compact texture.

Hollow Terra Cotta Blocks.

Section No. 160. Hollow terra cotta blocks or bricks may be required on the outside of walls of the structure or at such other places as the Engineer may direct. They shall be of the best porous terra cotta approved by the Engineer, and shall be of such thickness and shall be laid in such manner as hereinafter specified or as the Engineer may direct.

Similar terra cotta blocks or bricks may be required in station work.

How Laid.

Section No. 161. All brick masonry shall be laid in mortar of the quality described in Subdivision 9, except that in exposed locations coloring matter may be added, if required by the Engineer. The bricks shall be laid to line with joints in the face work not exceeding one-quarter (¼) of an inch in the beds, and three-eighths (⅜) of an inch on ends; the bricks to be thoroughly wet before laying and to be completely embedded in mortar under the bottom and on the sides and ends at one operation, care being taken to have every joint full of mortar.

All exterior surfaces shall be smooth and regular.

Cleaned.

Section No. 162. The inside faces of all arches and other exposed parts shall have all the mortar scraped off and washed clean immediately after the centers have been struck, and shall be pointed and left in neat condition.

No "Bats" or Culls.

Section No. 163. All bricks of whatever nature shall be carefully culled and if necessary gauged before laying, at the expense of the Contractor. No "bats" shall be used except in large masses of brick-work, where a moderate proportion, to be determined by the Engineer, may be used, but nothing smaller than half bricks.

Racked or Toothed.

Section No. 164. All unfinished work shall be racked back or toothed, as directed by the Engineer, and before new work is joined to it the faces of the brick in the old work must be scraped entirely clean, scrubbed with a stiff brush and be well moistened.

Special Bricks.

Section No. 165. Where necessary to make a neat joint in connection with steel framework, or at corners, curves, or other similar places, special bricks of proper shape shall be furnished and used. All centers and forms shall be made to fit the curves of the work; they shall be put up and removed in a manner satisfactory to the Engineer.

Payments.

Section No. 166. Brick masonry shall be measured to the lines indicated and shown on drawings or as ordered by the Engineer, and shall be paid for as herein stipulated in Schedule Item 9 for common brick masonry and Schedule Item 10 for hollow terra cotta brick or tile masonry of any thickness ordered except as specified in Section No. 74; these prices are to include the cost of all scaffolding, forms, centers, etc., and the removal of the same, of all plastering and pointing, and of all other incidental work, labor and material.

SUBDIVISION 13.

Stone Masonry.

Rubble Stone Masonry, Where Used.

Section No. 167. Rubble stone masonry may be required by the Engineer for supporting the street railroads over the roof of the Railroad where permanent supports are required, and at such other places as the Engineer may require.

How Laid.

Section No. 168. Rubble stone masonry shall be made of sound, clean stone of suitable size, quality and shape for the work in hand and shall be laid in mortar mixed in the proportion of one (1) part of cement to three (3) parts of sand. All beds and joints shall be well filled with mortar and the work must be thoroughly bonded.

Dry Rubble Masonry.

Section No. 169. In connection with the construction of sewers, or wherever else directed by the Engineer, dry rubble masonry shall be used. It shall consist of sound, clean stone not less than three (3) inches thick and one (1) cubic foot contents laid on natural beds and bonded to give the greatest degree of strength, with such spalls as are required for leveling.

Measurements and Payments.

Section No. 170. Rubble stone masonry shall be measured in place in the work to the lines ordered by the Engineer, and it shall be paid for as herein stipulated under Schedule Item 8 if with mortar, and under Schedule Item 8-A if dry.

Other Masonry.

Section No. 171. In case, during the progress of the work, stone masonry of a different class than that specified above shall be required by the Engineer, the same shall be constructed according to specifications applicable to the best work of such class, and it shall be paid for as provided in Article XII.

SUBDIVISION 14.

Waterproofing.

General Limits of Waterproofing.

Section No. 172. In general, waterproofing of the structure will be limited to the roof in trench excavation and to those surfaces near ground water. At other places free drainage shall be provided by pipe drains, hollow tile or broken stone.

At stations the sidewalls also shall be waterproofed.

Protecting Masonry.

Section No. 173. The protecting masonry shall be concrete, common bricks or

hollow terra cotta blocks as directed, laid and paid for as herein elsewhere provided, and shall be not less than four (4) inches in thickness.

Laid Against Sheeting.

Section No. 174. In places where permanent sheeting is placed at the waterproofing line, the waterproofing, if permitted by the Engineer, may be applied against the sheeting.

Surfaces to Be Made Smooth.

Section No. 175. All surfaces to which waterproofing is to be applied shall be made as smooth as possible; on these surfaces there shall be spread hot melted pitch in a uniformly thick layer; on this layer of pitch shall be laid a treated woven fabric of such material as may be approved by the Engineer; this process shall be repeated until such number of layers as may be required by the Engineer have been placed and a final coat of pitch shall then be applied.

Definition of Term "Ply."

Section No. 176. The term "ply" as used in these specifications shall mean a layer of treated woven fabric (except the dry ply), both sides of which shall be coated with pitch at the time of laying.

Number of Plies.

Section No. 177. The number of plies of waterproofing over the roof between stations shall in no case be less than three (3), except as hereinafter provided where brick laid in asphalt mastic is used.

On the sidewalls at stations the same conditions as in the preceding paragraph shall apply.

Brick in Asphalt Mastic.

Section No. 178. On the sides and bottom of the structure below a line two (2) feet above mean high water, one (1) ply of waterproofing, as described above, shall be used with one or more layers of brick laid in asphalt mastic; or if the Engineer elects such one (1) ply of waterproofing and brick laid in asphalt mastic may be carried higher than two (2) feet above mean high water; the number of layers of bricks to be determined by the Engineer.

In any case where brick laid in asphalt mastic is not used, the number of plies shall be as local conditions require and as directed by the Engineer.

The requirements in the preceding paragraphs of this section likewise shall apply to the roof of the structure within station limits and over the tracks passing through the stations within said limits.

Quality of Brick.

Section No. 179. The quality of brick shall be the same as provided in Subdivision 12. The brick shall be properly dried and shall be heated before laying.

Measurements and Payments.

Section No. 180. Brick in asphalt mastic will be measured in place to the lines ordered by the Engineer, and will be paid for at the price herein stipulated, Schedule Item 16.

Ply Substituted for Brick in Asphalt.

Section No. 181. Six (6) plies of waterproofing may be substituted for brick in asphalt mastic, if approved by the Engineer, and will be paid for as provided for fabric waterproofing.

Asphalt Mastic.

Section No. 182. Asphalt mastic shall contain not less than one-third (1-3) asphalt, the other ingredients to be sand and limestone dust or sand and cement. The ingredients are to be in proportions governed by local requirements and weather conditions. In melting and mixing the mastic its temperature shall not exceed 350° Fahr. All packages containing asphalt shipped to the work must be distinctly labeled with the manufacturer's name and the brand or number of the mixture.

Leaks Stopped.

Section No. 183. Any masonry that is found to leak at any time prior to the completion of the work and final acceptance thereof by the Commission shall be cut out and the leak stopped, at the sole expense of the Contractor.

Pitch.

Section No. 184. Pitch shall consist of either coal-tar or asphalt as the Engineer shall elect; it must be delivered on the work in packages that are plainly marked with the manufacturer's brand, and indicating the grade and quality of the material.

Quality of Coal Tar Pitch.

Section No. 185. Coal-tar shall be straight-run pitch containing not less than twenty-five (25) per centum and not more than thirty-two (32) per centum of free carbon, which will soften at approximately 70 degrees Fahr., and melt at 120 degrees Fahr., being a grade in which distillate oils distilled therefrom shall have a specific gravity of 1.05.

Quality of Waterproofing Asphalt.

Section No. 186. Asphalt shall consist of fluxed natural asphalt, or asphalt prepared by the careful distillation of asphaltic petroleum, subject to the approval of the Engineer, but however prepared, it shall comply with the following requirements:

The asphalt shall contain in its refined state not less than ninety-five (95) per centum of bitumen soluble in cold carbon disulphide, and at least ninety-eight and one-half (98½) per centum of the bitumen soluble in cold carbon disulphide, shall be soluble in cold carbon tetrachloride. The remaining ingredients shall be such as not to exert an injurious effect on the work.

The asphalt shall not flash below 350 degrees Fahr. when tested in the New York State Closed Oil Tester. When twenty (20) grams of the material are heated for five (5) hours at a temperature of 325 degrees Fahr. in a tin box two and one-half (2½) inches in diameter it shall not lose over five (5) per centum by weight, nor shall the penetration at 77 degrees Fahr. after such heating be less than one-half (½) of the original penetration.

The melting point of the material shall be between 150 degrees and 175 degrees Fahr., as determined by the Kraemer and Sarnow method.

The consistency shall be determined by the penetration which must be between 75 and 100 at 77 degrees Fahr.

A briquette of the solid bitumen of cross section of one square centimeter shall have a ductility of not less than twenty (20) centimeters at 77 degrees Fahr., the material being elongated at the rate of five (5) centimeters per minute. (Dow moulds.)

All tests herein specified must be conducted according to methods approved by the Engineer.

Penetrations indicated herein refer to the depth of penetration in hundredth centimeters of a No. 2 cambric needle weighted to one hundred (100) grams at 77 degrees Fahr., acting for five (5) seconds.

Woven Fabric for Waterproofing.

Section No. 187. The fabric to be used shall be a woven fabric which shall have been treated with pitch before being brought on the work. The fabric and the material used in its treatment shall be approved by the Engineer.

Concrete to Be Dry.

Section No. 188. All concrete shall be dry before waterproofing is attached. If, in the judgment of the Engineer, it is impracticable to have the concrete dry, then there shall be first laid a layer of treated felt of approved quality, on the upper surface of which is to be spread the first layer of pitch; the said layer of felt shall then be paid for as a dry-ply, Schedule Item 15 (i).

Each layer of pitch or asphaltum must completely and entirely cover the surface on which it is spread without cracks or blow holes.

Fabric Waterproofing to Be Carefully Laid.

Section No. 189. The fabric must be rolled out into the pitch while the latter is still hot, and pressed against it so as to insure its being completely stuck over its entire surface, great care being taken that all joints are well broken by overlapping, and that, unless otherwise permitted, the ends of the rolls of the bottom layers are carried up on the inside of the layers on the sides, and those of the roof down on the outside of the layers on the sides so as to secure a full lap of at least one (1) foot. Especial care must be taken with this detail.

Precautions After Laying.

Section No. 190. When concrete is laid over or next to the waterproofing material, care must be taken not to break, tear or injure in any way the outer surface of the pitch.

Skilled Labor to Be Employed.

Section No. 191. None but competent men, especially skilled in work of this kind, shall be employed to lay the waterproofing.

Measurements and Payments.

Section No. 192. Measurements will be made on the basis of area covered and the number of plies used, both as ordered by the Engineer, no account being taken of laps, and the waterproofing will be paid for at the price stipulated in Schedule Item 15.

SUBDIVISION 15.

Iron and Steel.

Open-Hearth Process.

Section No. 193. Steel shall be made by the open-hearth process.

Chemical and Physical Properties.

Section No. 194. The chemical and physical properties of finished material shall conform to the following limits:

Properties.	Structural Steel.	Rivet Steel.	Steel Castings.
Phos. (Max.)	.04%	.04%	.05%
Sulph. (Max.)	.05%	.04%	.05%
Mn. (Max.)	.60%	.60%	.80%
Si. (Max.)	.10%	.10%	.35%
Ult. Str.	60000±4000	50000±4000	65000 (Min.)
Yield Point (Min.)	55% Ult.	55% Ult.	35000
Elongation, Min. % in 8 inches	1500000	1500000	
	Ult. Ten. Str.	Ult. Ten. Str.	
Elongation, Min. % in 2 inches	.....	.....	20%
Fracture	Silky.	Silky.	Silky, or Fine granular.
Cold Bends without Fracture	180° flat.	180° flat.	120° (d.=3t.)

Yield Point.

Section No. 195. The yield point shall be that strain beyond which the elongation ceases to be proportional to the weight imposed, and may be indicated by drop of beam. The speed of testing shall be governed by the Inspector.

Soundness and Finish.

Section No. 196. Sufficient discard shall be made to insure sound material free from piping or excessive segregation. The material shall be finished straight and smooth, and shall be free from all seams, flaws, cracks, defective edges or other defects. Any imperfection which may develop during the progress of the work will be sufficient cause for rejection.

Steel Castings.

Section No. 197. Steel castings shall be true to pattern and free from injurious imperfections.

Standard Test Pieces.

Section No. 198. Sample pieces for tensile and bending tests of plates, shapes and bars shall be cut from such portions of the finished product of each melt as the Inspector may designate, and shall be stamped by him; they shall have both faces rolled and both edges milled to the usual form of a standard test specimen—one and one-half (1½) inches wide on a gauged length of nine (9) inches—or with both edges parallel. The area of the minimum section shall be not less than one-half (½) square inch.

Tests for Angles.

Section No. 199. Angles three-quarters (¾) of an inch and less in thickness shall open flat, and angles one-half (½) of an inch and less in thickness shall bend shut, cold, under blows of a hammer, without sign of fracture. This test shall be made only when required by the Inspector.

Rivet Rods.

Section No. 200. Rivet rods shall be tested as rolled.

Test Pieces for Steel Castings.

Section No. 201. For steel castings the test piece shall be turned to a uniform minimum section of one-half (½) inch diameter, for a length of at least two and one-half (2½) inches. Specimens for bending shall be one (1) inch by one-half (½) inch in section.

Tests for Rivet Steel.

Section No. 202. Rivet steel, when nicked and bent around a bar of the same diameter as the rivet rod, shall give a gradual break and a fine, silky, uniform fracture.

Treatment of Test Specimens.

Section No. 204. For steel castings the number of tests will depend on the character and importance of the castings. Specimens shall be cut cold from coupons molded and cast on some portion of one or more castings from each melt. The coupons shall be annealed with the castings before being cut off.

Number of Tests, Rejection and Retests.

Section No. 205. At least one tensile and one bending test shall be made from each melt of steel as rolled. In case steel differing three-eighths (⅜) inch or more in thickness is rolled from one melt, a test shall be made from the thickest and from the thinnest material rolled. Rolled steel shall be tested in the condition in which it comes from the rolls.

Material which, subsequent to tests at the mills, and its acceptance there, develops weak spots, brittleness, cracks or other imperfections, or is found to have injurious defects, will be rejected at the shop and shall be replaced by the manufacturer at his own cost.

If the above tests do not fulfill the requirements of these specifications, duplicate tests may be made at the discretion of the Inspector, he selecting and stamping the duplicate test pieces. If these retests meet all the requirements, the melt shall be accepted.

Variation in Weight.

Section No. 206. A variation in weight or cross section of any piece of steel of more than two and one-half (2½) per centum from that specified shall be sufficient cause for rejection, except in case of sheared plates exceeding one hundred (100) inches in width, where the variation may be five (5) per centum.

Material Marked.

Section No. 207. Every finished piece of steel shall have the melt number and the name of the manufacturer stamped or rolled upon it. Bars for reinforcing concrete, rivet and lattice steel, and other small parts, may be bundled, with above marks on an attached metal tag.

Test Pieces and Facilities for Testing.

Section No. 208. The Contractor shall furnish, without extra charge, such standard test pieces as may be necessary to determine the uniform quality of the material and also the use of a reliable testing machine with the necessary labor for testing.

Chemical Analyses.

Section No. 209. Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese shall be made by the manufacturer from a test ingot, so taken, during the casting of each melt of steel as to fairly represent the melt. Two (2) copies of such analyses shall be furnished to the Engineer or his Inspector.

Mill Orders.

Section No. 210. The Engineer shall be furnished copies in triplicate of all mill orders, and no material shall be rolled or work done before the Engineer has been notified so that he may arrange for the inspection.

The Engineer shall be furnished complete copies of shipping invoices, in triplicate, with each shipment. Each invoice shall show the scale weight of each individual piece.

Wrought Iron.

Double Rolled.

Section No. 211. All wrought iron shall be double rolled, tough, fibrous and uniform in character. It shall be thoroughly welded in rolling and be free from surface defects.

Method of Testing.

Section No. 212. The methods specified for testing rolled steel shall apply generally to wrought iron. Standard test specimens shall show an ultimate strength of at least fifty thousand (50,000) lbs. per square inch, and an elongation of at least eighteen (18) per centum in eight (8) inches, with fracture wholly fibrous. Specimens shall bend cold with the fibre, through one hundred and thirty-five degrees (135°), without sign of fracture, with inner radius not to exceed the thickness of the piece tested. When nicked and bent the fracture shall show at least ninety (90) per centum fibrous.

Cast Iron.

Chemical Requirements.

Section No. 213. Cast iron shall be tough, gray iron made by the Cupola process and shall contain not more than six-tenths (0.6) per centum of phosphorus and not more than twelve one-hundredths (0.12) per centum of sulphur. No mill cinder iron, white or burnt iron or scrap of any kind will be permitted in the composition.

Test Bar.

Section No. 214. The quality of the iron entering into castings shall be determined by means of the "Arbitration Bar." This is a bar one and one-quarter (1¼) inches in diameter and fifteen (15) inches long, cast under the same circumstances as those which attended the casting of the full-sized piece. This bar shall sustain at the center when resting upon two dull knife edges twelve (12) inches apart, a load of three thousand (3,000) pounds with a deflection of at least one-tenth (1-10) of an inch before rupture.

Two (2) sets of two (2) bars shall be cast from each heat; one set from the first and the other set from the last iron entering into the castings. Each set of two bars is to be made in a single mold.

True to Pattern.

Section No. 215. Castings must be sound, true to pattern, free from cracks, flaws and excessive shrinkage, and have smooth, clean surfaces. They must be neatly chiseled and wirebrushed before leaving the foundry. Castings which do not accurately conform to dimensions on the plan will be rejected. Each casting shall have its distinguishing letter or number cast on at the place indicated on the plans.

Workmanship.

Quality.

Section No. 216. The workmanship shall be equal to the best practice in modern bridge works.

Shearing and chipping shall be neatly and accurately done and all portions of the work exposed to view neatly finished. All nuts exposed to view on the final structure shall be hexagonal. Lattice bars shall have neatly rounded ends, concentric with rivet holes.

Rods and Bars to Form Sections.

Section No. 217. Rods and bars to be used for reinforcing concrete shall be deformed as approved by the Engineer; plain bars will not be used.

Bent Rods.

Section No. 218. Bent rods shall be bent uniformly to template in a machine or press approved by the Engineer. They may be bent either at the shop or on the work. In special cases bending hot and annealing may be required.

Material Straightened in Shop.

Section No. 219. All material shall be straightened in the shop before being worked in any way and again straightened after punching and before assembling, if required by the Engineer or Inspector.

Size of Rivets.

Section No. 220. The size of rivets called for on plans shall be understood to mean the actual size of the cold rivet before heating.

Rivet Holes.

Section No. 221. All holes shall be accurately spaced and punched. The diameter of the punch shall be not more than one-sixteenth (1-16) inch greater than the diameter of the rivet. The diameter of the die shall be as small as may be required to punch a clean hole.

Punching.

Section No. 222. Punching shall be accurately done. Drifting to enlarge unfair holes will not be allowed. If the holes must be enlarged to admit the rivet they shall be reamed. Poor matching of holes will be cause for rejection.

Sub-Punching and Reaming.

Section No. 223. Where sub-punching and reaming are required, the punch used shall have a diameter not less than three-sixteenths (3-16) inch smaller than the rivet. Holes shall then be reamed to a diameter not more than one-sixteenth (1-16) inch larger than the nominal diameter of the rivet. All reaming shall be done with twist drills after the material is assembled and firmly bolted together. The use of lubricants in reaming is not allowed.

Drilling.

Section No. 224. All material over seven-eighths (⅞) of an inch thick shall be drilled from the solid. Material over five-eighths (⅝) of an inch and not exceeding seven-eighths (⅞) of an inch in thickness shall be sub-punched and reamed.

Sheared Edges.

Section No. 225. Sheared edges of plates, exceeding five-eighths (⅝) of an inch in thickness in main members, shall be planed at least one-eighth (⅛) of an inch.

Burrs Removed.

Section No. 226. All burrs on rivet holes shall be removed.

Assembling.

Section No. 227. Riveted members shall have all parts well pinned up and firmly drawn together with bolts, before riveting is commenced. Contact surfaces shall be painted.

Riveting.

Section No. 228. Rivets when driven shall completely fill the holes, and shall be machine driven wherever possible. They shall have full concentric heads or they shall be countersunk when so required. Rivet heads shall not be flattened to less than one-half (½) the diameter of the rivet on the line of the shank, unless countersunk. Loose, burnt or otherwise defective rivets shall be cut out and replaced. In cutting out defective rivets, great care shall be taken not to injure the adjacent material. If necessary they shall be drilled out.

Distances from center of rivet to edge of sheared plates shall be not less than 1¼ inches for ¾ inch rivets and 1⅜ inches for ⅞ inch rivets; distances from center of rivets to a rolled edge shall be not less than 1⅛ inches for ¾ inch rivets and 1¼ inches for ⅞ inch rivets. The minimum pitch for ¾ inch rivets shall be 2½ inches and for ⅞ inch rivets 2⅞ inches. When material is sub-punched and reamed the pitch for ¾ inch rivets may be made 2¼ inches and for ⅞ inch rivets 2⅝ inches.

Use of Bolts.

Section No. 229. Generally the use of bolts instead of rivets will not be permitted, but when used in special cases the holes shall be reamed parallel, and the bolts turned to a driving fit, with the threads entirely outside of the holes. Washers not less than one-quarter (¼) inch thick shall be used under the nuts. Bolts must be thickly coated with red lead paint before insertion, so as to seal hole against moisture.

Templates.

Section No. 230. All holes for field rivets, excepting those in connections of lateral and sway bracing, shall be sub-punched and accurately drilled to an iron template, fitted with bushings or reamed and match marked while the connecting parts are temporarily assembled in the shop. In case of splices of upper chords or other compression members, the abutting ends shall be brought to a forcible bearing.

Finished Members.

Section No. 231. Finished members shall be true and free from twists, bends or open joints. Ends of floor beams and stringers shall be faced square and true.

Rods Upset.

Section No. 232. Rods and bars which are to receive a thread shall be properly upset. Where threads are cut on steel, they shall be properly filleted.

Annealing.

Section No. 233. Steel, except in minor details, which has been partially heated, shall be properly annealed. All steel castings shall be annealed. Welds in steel will not be allowed.

Abutting Surfaces Faced.

Section No. 234. All abutting surfaces shall be accurately planed or faced, so as to insure even bearings, except where otherwise noted on the plans.

Stiffeners—Splice Plates and Fillers.

Section No. 235. Stiffeners of plate girders shall be faced on the ends and brought to a true contact bearing with the flange angles. Web splice plates and fillers under stiffeners shall be cut to fit within one-eighth (⅛) of an inch of flange angles.

Web Plate Projections.

Section No. 236. Web plates must not project beyond the flange angles or be more than one-quarter (¼) inch back of face of angles.

Bed Plates Planed.

Section No. 237. Expansion bed plates shall be planed true and smooth. The finishing cut of the planing tool shall be fine and correspond with the direction of expansion.

Details Boxed.

Section No. 238. Nuts, bolts, rivets and other similar material shall be boxed.

Weight Marked.

Section No. 239. The scale weight shall be plainly marked upon every piece and box.

Inspection.

Section No. 240. Free access and information shall be given by the Contractor for a thorough inspection of material and workmanship.

Contractor Responsible.

Section No. 241. The Inspector shall make detailed reports of his inspection to the Engineer and may notify the Contractor of any defects in the material or workmanship, but all acceptances made by him shall be considered temporary, and his inspection shall in no way relieve the Contractor of full responsibility for the character and accuracy of the work.

Errors in Plans.

Section No. 242. The Contractor shall be responsible for all errors which can be discovered by checking or examining the drawings.

Inspector's Office.

Section No. 243. The Contractor shall furnish for the use of the Inspector a suitably equipped office at the mills and at the shops.

Loading and Shipping.

Section No. 244. All parts shall be carefully loaded and protected from injury during transportation by such means as will be satisfactory to the Inspector. After delivery of materials at the work the Contractor will be required to store the same on skids at least twelve (12) inches above the ground and to keep the same in good condition. Any piece showing injurious effects of rough handling at any stage until the final acceptance of the work may be rejected.

Payments for Steel.

Section No. 245. Payment for steel will be made at the prices stipulated in Schedule Items 19, 20 and 21. Schedule Item 20 shall include all single beams or shapes, whether milled or otherwise, with or without connections or other end details. These prices shall include the cost of material delivered and erected in the work, of all necessary cleaning and painting (where painting is required) and of all other incidental work. The quantity of metal to be paid for shall be the weight actually placed in accordance with the drawings or orders. (See Section No. 427).

Miscellaneous Castings, Payments for.

Section No. 246. For miscellaneous castings, but not including castings for sewer work or pipes, payment will be made as provided in Schedule Item 25, which price includes the cost of material delivered and erected in the work; also the cost of all necessary cleaning and painting (where painting is required) and of all other incidental work, labor and material.

Special Wire Forms.

Wire Forms.

Section No. 247. Special wire forms, of a type and weight to be approved by the Engineer, are to be furnished and placed around the flanges of beams and girders which are to be completely encased in concrete, and at other places as may be required, in order to hold the concrete in place.

Wire Forms, Payments for.

Section No. 248. Special wire forms, wherever used, will be paid for as stipulated in Schedule Item 26, which price is to include the material in place and all work necessary and incidental thereto.

SUBDIVISION 16.

Painting.

Number of Coats.

Section No. 249. All metal work, excepting as otherwise herein provided, shall be painted with three (3) coats of paint, as follows: Shop coat, second coat and finishing coat.

The finishing coat will be gray paint if adjacent to concrete, otherwise a black paint.

Inspection.

Section No. 250. Paint shall be subject to inspection at the place of manufacture and to such tests as may be ordered by the Engineer. The Engineer shall have access, at all times to all places to inspect the methods of manufacture, and shall have liberty to inspect the daily laboratory records and analyses of all such paints as are subject to his inspection.

The Contractor shall furnish all facilities required for the proper inspection of the paint and its manufacture. All containers will be sealed by the Inspector at the time of inspection.

Proportions by Weight.

Section No. 251. All proportions mentioned in this specification are by weight, except when otherwise noted.

Formulae.

Section No. 252. The paint formulae are as follows:

Paint Formulae.

	Shop Coat.	Second Coat.	Finishing Coat. Gray.	Finishing Coat. Black.
Pigment	500 pounds	49%	57%	26%
Vehicle	16½ gal.	51%	43%	74%
VEHICLE FORMULAE.				
Raw linseed oil	2-3 by volume	90%	92%	92%
Boiled Linseed Oil	1-3 by volume			
Drier		10%	8%	8%
PIGMENT FORMULAE.				
Red lead	100%	30%	....	25%
Red iron oxide	....	42%	....	....
Lampblack	....	5%	*	50%
Magnesium Silicate	....	10%	....	10%
Silica	....	13%	10%	15%
Sublimed white lead	....	....	60%	....
White zinc	....	....	30%	....

* Use sufficient lampblack to make standard shade.

The standard weight of second coat shall be 12 pounds 10 ounces per gallon. The standard weight of finishing coat (gray) shall be 14 pounds 6 ounces per gallon. The standard weight of finishing coat (black) shall be 9 pounds 5 ounces per gallon.

Preparation of Paint.

Section No. 253. The shop coat of paint shall be mixed, as needed, in such quantities as can be used before it thickens in the container. Any paint which settles and thickens before use shall be rejected and a new paint mixed.

The second and finishing coats shall be furnished in a ready mixed form and shall be used without the subsequent addition of any material.

All paints must be properly prepared, using only the specified materials in the proportions stated, with an allowable variation therefrom of not over two per centum (2%) in the quantity of any material therein. The paint must vary not more than four (4) ounces per gallon from the standard weight.

Linseed Oil, Drier and Turpentine.

Section No. 254. Raw linseed oil shall conform to the specifications of the American Society for Testing Materials for the purity of raw linseed oil from North American seed, adopted August 25, 1913.

Boiled linseed oil shall be made of pure linseed oil heated with lead and manganese salts and shall comply with the following requirements:

Specific gravity at 60° F	minimum	.934
Iodine value (Hanus)	minimum	175
Unsaponifiable matter	maximum	1.6%
Fatty acids	maximum	3%
Ash	maximum	0.4%
Moisture	maximum	0.5%
Flash point	minimum	527°F
Bromine addition number	minimum	105
Bromine substitution number (30 min.)	maximum	5
Foots	maximum	1.25%

When boiled linseed oil is flowed over a plate of glass and allowed to drain in a vertical position, it must dry free from tackiness in fifteen (15) hours at 70° Fahrenheit.

The drier shall be pure oil drier consisting of lead and manganese salts dissolved in linseed oil and thinned with turpentine as follows:

Fifteen (15) pounds manganese dioxide plus ten (10) pounds of varnish makers'

red lead, to fifty (50) gallons of oil, boiled to proper consistency and thinned with fifty (50) gallons of turpentine.

Turpentine shall conform to the proposed specification of the American Society for Testing Materials.

Red Lead, Lampblack, etc.

Section No. 255. Red lead for the shop coat shall be of the best quality, free from all adulteration and shall contain not less than 80% nor more than 90% "true red lead" (Pb3O4), not over 1% inert hearth materials (such as silica and alumina) and not more than 0.1% metallic lead; the remainder shall be pure lead monoxide (PbO). It must contain no organic coloring matter and when shaken up with water shall show no alkaline reaction. It shall be of such fineness that 99½% will pass through a standard 200 mesh sieve.

Red lead for the second and finishing coats shall be of the best quality, free from all adulteration and shall contain not less than 85% true red lead (Pb3O4), not over 1% inert hearth materials (such as silica and alumina) and not more than 0.1% metallic lead; the remainder shall be pure lead monoxide (PbO). It must contain no organic coloring matter and when shaken up with water shall show no alkaline reaction. It shall be of such fineness that 99½% will pass through a standard 200 mesh sieve.

Dry lampblack must be absolutely neutral and contain at least 98%, by weight, of pure carbon. The tinting power of lampblack used in the finishing coat must be the same as the standard sample.

Magnesium silicate shall be a finely ground material of crystaline structure and shall equal the standard sample.

Silica shall be ground from rock crystal and water floated. It shall be 99% pure silica (SiO2) and shall be of such fineness that 99% shall pass through a standard 200 mesh sieve. It shall equal the standard sample.

Red iron oxide shall contain at least 85% ferric oxide, the remainder to consist of silicates. The oxide shall contain no soluble sulphates, no free acids, shall give a neutral reaction and shall contain not over 0.1% sulphur in any form. It shall be free from grit and shall equal the standard sample in shade, quality and tinting power.

Sublimed white lead shall be a true basic sulphate of lead containing not less than 15% combined lead monoxide (PbO), not over 5% zinc oxide (ZnO), and shall contain not more than .075% free sulphur dioxide (SO2). Sublimed white lead shall equal in whiteness, fineness, body and covering qualities the standard sample.

White zinc shall be "American process," and shall contain at least 98%, by weight, oxide of zinc (ZnO), not more than 0.2% of sulphur in any form, nor more than .075% free sulphur dioxide (SO2). White zinc shall equal in whiteness, fineness, body and covering qualities the standard sample.

Fineness, Second and Finishing Coats.

Section No. 256. The paint for the second and finishing coats shall be so finely ground that it will pass each of the following tests:

(a) When a small amount is placed upon a piece of glass and the glass placed in a vertical position, there shall be no separation of the oil from the pigments for at least one hour. This test is to be conducted at 70 degrees Fahr.

(b) Take a ⅝ inch test tube and fill with pure raw linseed oil to a height of 3½ inches and add paint until the height of the oil is five (5) inches from the bottom. Cork, shake well and let stand in a vertical position for two (2) hours. The opaque mass must not have settled down more than ½ inch and there must be no separation of the coarser particles in the bottom of the test tube. This test is to be conducted at 70° Fahr.

(c) At least 98% of the extracted pigment shall pass through a standard 200 mesh sieve.

(d) When rubbed with a spatula on a piece of glass there shall be no feeling of grittiness.

Standard Sieve.

Section No. 257. By standard 200 mesh sieve is meant the 200 mesh sieve described in the specification of the American Society for Testing Materials for Portland Cement, adopted August 16, 1909.

Color, Drying, Rosin.

Section No. 258. The shade of the gray finishing coat shall match the shade of the standard sample.

The paint shall dry under normal conditions, dust free, in 12 hours, and so as to be satisfactorily recoated in not less than 24 nor more than 48 hours.

The amount of hygroscopic moisture in the finished paint shall not exceed ½ of 1 per cent.

There shall be no rosin in the paint as indicated by the Liebermann-Storch reaction.

Working Quality.

Section No. 259. The paint shall not liver nor curdle and must cover properly and work freely under the brush. The pigment shall remain in suspension in a satisfactory manner.

Tests and Samples.

Section No. 260. Tests will be made against standard samples. Such analyses as required will be made by the Engineer.

Due to the cost of inspection, the contractor purchasing paint will be required to obtain paint which is made within a reasonable distance from New York, and in as large quantities as practicable. By distance from New York is meant the distance by railroad, of the paint factory from Manhattan Island. The maximum factory distance is shown in the following table:

For quantities of less than 250 gallons made at one time, 25 miles.
For quantities of 250 to 500 gallons made at one time, 100 miles.
For quantities of 500 to 1,500 gallons made at one time, 200 miles.
For quantities over 1,500 gallons made at one time, 700 miles.

Samples of standard ingredients and of the finished paints are on file in the office of the Engineer. Paints and their ingredients shall conform to these standard samples. The Contractor shall submit separate samples of all ingredients intended for use in the paints, and upon approval of same, shall then submit two one pint samples of paint for approval.

In those details where no special instructions are given, the paint and its manufacture shall conform to the best accepted practice.

All materials for shop coat shall be delivered, inspected and sampled in their original packages.

Shop Coat, Field Painting and Finishing Coat.

Section No. 261. All iron shall be scraped free from scale and rust, and receive one coat of red lead paint as herein specified, before leaving the shop. All surfaces which come in contact or are enclosed shall be painted before being assembled. All turned or faced surfaces shall receive a coat of white lead and tallow before leaving the shops. If the Engineer so directs, the shop coat will be omitted on members or parts of members to be buried in concrete.

Where the shop coat has become damaged before or after erection, through any cause whatever, it shall be renewed with the same kind of paint as originally used, such renewal to be considered only as a part of the original shop coat.

Structural steel and rods to be imbedded in concrete shall be protected from the weather before being put in place, and shall be cleaned and scale and rust removed before being incased in the concrete. Rods shall not be painted.

After erection the metal shall be thoroughly cleaned of all dirt, rust or scale by stiff wire brushes or sand blast, as directed, and afterward dusted. The Engineer may require that all steel after cleaning shall be wiped with a cloth dipped in a mixture composed of one-half (½) benzine and one-half (½) turpentine. When the above mixture has practically dried but before becoming absolutely dried, the steel shall be thoroughly and evenly painted with the second coat prescribed herein. No paint shall be applied until the cleaning has been passed upon by an inspector.

The finishing coat shall be applied at such time after the application of the second coat and before final acceptance of the work, as in the judgment of the Engineer shall be advisable. All steel work adjacent to concrete, such as flanges of roof beams, exposed surfaces of wall columns, shall be painted with the gray finishing coat. All other steel work shall be painted with the black finishing coat. The finishing coat will be applied between stations only; at stations a third coat will not be required under the contract.

Surfaces in Contact, Recesses, Etc.

Section No. 262. Surfaces of exposed members inaccessible after erection, shall be cleaned and painted before erection.

All recesses that might contain water, or through which water could enter, must be filled with thick paint or a water-proof cement of ground skins before receiving a final painting.

All surfaces so close together as to prevent the insertion of a brush, must be painted thoroughly by using a piece of cloth, if necessary.

Workmanship.

Section No. 263. All paint shall be well brushed out so as to show a smooth even film of uniform thickness. Round brushes shall be used exclusively in applying paint, except that the Engineer may permit the use of flat brushes on large, flat surfaces only.

Rainy or Freezing Weather.

Section No. 264. Painting in rainy or freezing weather or on wet or damp surfaces will not be permitted.

Payments.

Section No. 265. Payment for painting is included in the prices for steel and iron.

SUBDIVISION 17.

Drains and Pumps.

Railroad to be Drained.

Section No. 266. Every part of the Railroad must, so far as possible, be so arranged that any water finding access thereto will be led away automatically to the City sewers.

Floor of Railroad as Conduit.

Section No. 267. Where the Railroad is on an inclined gradient, and is constructed in dry, porous soil, the floor of the Railroad may be depended on to act as a conduit. At the bottom of the inclined gradient connections must be made with a sewer or with sub-drains lying beneath the Railroad and draining into the sewers.

Sub-drain.

Section No. 268. Along such parts of the work where the soil is not porous, or where the floor of the Railroad cannot, in the judgment of the Engineer, be used as a conduit, there shall be laid, beneath the rail level and on a continuous descending gradient, drain pipes of vitrified salt-glazed stoneware of the quality described in these specifications for sewer pipe. These drain pipes shall be of such diameter not exceeding twelve (12) inches, as the Engineer may direct. Each drain shall be laid in concrete or directly in the soil with tight or open joints, as directed, and in such manner and in such position as, in the opinion of the Engineer, local circumstances require.

Connections and Cross Drains.

Section No. 269. Where drain pipes connect with the City sewers, the junction shall be protected by suitable traps and back-pressure valves or gate valves where necessary, to prevent back rush of water or gas from the sewers. Connections with the Railroad shall be as necessity demands and all as directed by the Engineer. Cross drains to connect with the main drains will be placed at such places and in such manner as the Engineer shall direct; also vertical drains at the sides of the Railroad. These drains shall be vitrified or cast iron pipe as directed.

Broken Stone for Drainage.

Section No. 270. Broken stone shall be placed for the purposes of drainage as indicated on the drawings or as required by the Engineer.

Sumps.

Section No. 271. At the low points of the grade of the Railroad where the invert lies below the bottom of adjacent sewers there shall be constructed sumps connected with the sub-drains or the floor of the Railroad. Such sumps must be watertight, with a capacity of not less than eight hundred (800) gallons each.

Pumps for Tunnel Drainage.

Section No. 272. Adjacent to each sump a suitable enclosure shall be provided in which two (2) pumps shall be placed, each of which shall have ample capacity to remove all the water entering the sump at that point under ordinary conditions. The pumps shall be arranged to operate automatically. Under this contract the Contractor will furnish only the pumps required and set them in place as directed, including the necessary pipe and drainage connections between the sumps and sewers.

Capacity.

Section No. 273. If, in the opinion of the Engineer, the service requires it, each of these pumps shall be able to remove from the sump eight hundred (800) gallons per minute.

Discharge to Sewers, Etc.

Section No. 274. The discharge of such pumps shall be into the City sewers, and all piping, valves, etc., in connection therewith, shall be installed as a part of this contract.

Payment for Drains.

Section No. 275. All drains shall be measured in place and the actual net length as laid for each class of drain will be paid for as herein provided in Schedule Items 17 and 17-A. These prices will be deemed to include providing and laying the pipe and all specials of any nature whatsoever such as bends, tees, wyes, handholes, etc., and all material necessary for jointing the same. Where back-pressure valves or gate valves are required the cost of setting the same will be included in the above, but the Contractor will be paid in addition the actual net cost of such valves plus ten (10) per centum.

Payment for Broken Stone.

Section No. 276. For broken stone for drainage, furnished and placed, Section No. 270, payment will be made as provided in Schedule Item 14.

Payment for Pumps, etc.

Section No. 277. For pumps, as prescribed in Section No. 272, including the pipe connections with sumps and sewers, the Contractor will be paid as provided in Article XII.

The station drainage also must be arranged for as prescribed in Section No. 269.

It will be necessary to lay soil pipes in the floors and walls of the stations. These pipes are to be cast iron, "extra heavy." They will be placed in positions as shown on the plans and will be paid for at the price stipulated in Schedule Item 34.

SUBDIVISION 18.

Sewers.

In Accordance with Plans and Specifications.

Section No. 278. All sewers and appurtenances shall be built of the materials, of the sizes and dimensions, on the lines and grades, at the depths, with the connections, and in the manner called for by these specifications and shown on the drawings.

Change of Location.

Section No. 279. If, in the opinion of the Engineer, it is impracticable during the progress of the work to construct any sewers, manholes, or other appurtenances, according to the Contract Drawings, owing to the presence of unknown subsurface structures or other contingencies, the Contractor shall construct such sewers, manholes or appurtenances in the location given by and according to the directions of the Engineer.

General Clauses Apply.

Section No. 280. The general clauses in this contract relating to excavation, backfilling, tunneling, cement, mortar, masonry, waterproofing, piling, timber work of all kinds, care of streets and public places, maintenance of surface, subsurface or overhead structures, protection of persons and property, repaving or restoring of the surface of the streets or other public places, responsibility of the Contractor, authority of the Engineer to examine and condemn materials, and the power of the Commission and the Engineer in all or any other respects to enforce this contract, apply to the construction and reconstruction of sewers, both along the route occupied by the Railroad and elsewhere, except as herein otherwise expressly provided.

No Claims for Damages.

Section No. 281. Should postponement or delay be occasioned by the precedence of paving or other contracts, which may be either let or executed by the Borough President, Commissioner of Water Supply, Gas and Electricity, or other heads of departments, either before or after the execution of this contract, on the line of the work, no claims for damages therefor shall be made or allowed; nor shall any claim for damages be made or allowed in consequence of the street or the sewers not being in the condition contemplated by the parties at the time of making this contract.

Size of Trenches.

Section No. 282. The trenches for sewers and basin culverts, both in earth and in rock, in streets off the route of the Railroad, shall have vertical sides and shall be six (6) inches wider on each side than the greatest external width of the sewer or culvert, but shall be not less than three (3) feet in width.

In streets along the route of the Railroad the trenches shall be six (6) inches wider than the greatest external width of the sewer or its foundation, on the side farthest away from the Railroad, but in no case will a width be allowed greater

than that specified for sewers off the line of the Railroad. Trenches shall be excavated to the depth and to the form of the sewer or its foundation. Payments for excavation will be based on the requirements as above.

Contract Drawing No. B-357 shows a proposed sewer extending through West 46th Street from the westerly line of the Railroad to approximately the westerly line of Eighth Avenue. This sewer forms part of a relief sewer to be constructed through West 46th Street from the westerly line of the Railroad to the Hudson River. The Contractor shall construct said sewer, beginning at the westerly line of the Railroad and thence running westwardly, to such point as the Engineer may direct. It is estimated at present that the point to which the Contractor will be required to construct said sewer will be approximately the westerly line of Eighth Avenue; but this is merely an estimate and the Contractor shall as stated construct said sewer to such point as the Engineer may direct. If the Contractor shall be required to construct said sewer to or west of the manhole shown on said Contract Drawing No. B-357 at Eighth Avenue, the space to be occupied by said manhole may be used by the Contractor as a working shaft during construction. The Contractor will be paid for the excavation of said working shaft and for the restoration of the street surface over the shaft. The volume of excavation for said shaft to be paid for will be the excavation made within a rectangle not wider than eight (8) feet nor longer than eleven (11) feet and extending from the street surface to the upper pay line for the tunnel excavation. If the Contractor shall desire to construct said shaft of greater dimensions than eight (8) feet in width or eleven (11) feet in length, he may with the approval of the Engineer do so, but any excess excavation outside said rectangle shall be made at his own expense. The area of street surface restored to be paid for will be the area actually restored within said rectangle eight (8) feet in width and eleven (11) feet in length. The portion of said relief sewer under West 46th Street westwardly of the point to which said sewer shall be required to be constructed by the Contractor hereunder will be constructed by other contractors or public authorities other than the Commission. The Contractor shall afford to such other contractors or public authorities such facilities at the point where their respective work adjoins as the Engineer may require. The Contractor shall proceed with the construction of that portion of said sewer to be built by him promptly upon the delivery of this contract and shall thereafter prosecute the work of such construction continuously and diligently.

The said sewer in West 46th Street is to be constructed in tunnel.

The tunnel shall be lined with concrete and any space back of the tunnel lining shall be filled with dry masonry packing as directed.

Where the tunnel floor is in rock, all loose muck shall, if directed, be removed to the solid rock and the space left by such removal shall be filled with concrete. All loose or shaky rock whose fall or settlement might, in the judgment of the Engineer, produce an unequal or concentrated pressure on the tunnel lining shall be removed and the space left by such removal, also any space resulting from falls or cave-ins, shall be refilled with dry masonry packing and, if required, shall be grouted, as hereinafter specified.

After the tunnel lining and packing are in place, if required, grout shall be pumped in under pressure, from time to time, so as to completely fill all the voids in the packing.

The Contractor shall take every precaution to prevent any settlement or movement of surrounding ground. Timbering shall be used wherever necessary to support the materials or to secure the safety of the work or the workmen. Wherever practicable, it shall be removed before the lining or packing is placed.

The Contractor shall protect, support and maintain the ground, buildings and structures above or adjacent to the tunnel. Approved methods of ventilation and lighting shall be used during construction.

Limit of Trench Opening.

Section No. 283. Not more than one hundred (100) feet of trench in sewers off the line of the Railroad shall be opened at any one time in advance of the sewer already completed, unless by permission of the Engineer, and then only for such distance as he shall specify.

Excavation Completed in Advance.

Section No. 284. The excavation of trenches shall be fully completed a sufficient distance in advance of the laying of the sewer, and the exposed end of the sewer shall in all cases be fully protected.

Trenches for Manholes and Receiving Basins.

Section No. 285. Where the foundation for a manhole or a receiving basin extends beyond the line of such manhole or receiving basin, the excavation required in earth shall be to the lines of the smallest rectangle enclosing the full dimensions of the exterior of the foundation, and shall have vertical sides to the surface, but it shall, in all cases be six (6) inches larger than the greatest external dimension of the manhole or receiving basin. In rock excavation, the trench shall be six (6) inches larger than the greatest external dimension of the manhole or receiving basin, and shall have vertical sides to the surface.

Foundations.

Section No. 286. Where the ground does not afford a sufficiently solid foundation, the trench shall be excavated to such increased depth as the Engineer may deem necessary, and this extra depth and all other irregularities in the bottom of the trench shall be filled up to the required level and form with such material and in such manner as the Engineer shall direct. If so directed, piles shall be driven and a timber or reinforced concrete foundation shall be constructed, as elsewhere provided in these specifications, to support the sewer.

Testing of Grades.

Section No. 287. When the trench is properly prepared, and before laying any sewer, the Contractor shall notify the Engineer, who will thereupon cause the grades for the sewer to be tested, and if correct the sewer shall then be laid in the presence of the Inspector, and no construction work shall be done in his absence.

Trenches to Be Kept Free from Water.

Section No. 288. The trenches shall be kept entirely free from water while the foundation and the masonry are being constructed or the sewer laid. In no case shall water be allowed to flow over the invert or foundation or through the sewer until the mortar is thoroughly set.

Gutters and Passage Ways to Be Kept Open.

Section No. 289. At all times, the gutters shall be kept open for surface drainage, and the streets and sidewalks shall be kept clear and free for the passage of carts, wagons, carriages and street railroad cars or pedestrians, and as otherwise provided in these specifications.

Cross Walk, Side Walk and Roadway to Be Kept Clear.

Section No. 290. Where any cross-walk or roadway is cut by the trench, it shall be temporarily replaced by a timber bridge with side railings, according to the direction and approval of the Engineer. The work shall at all times be conducted so as to cause as little inconvenience as practicable to the public.

Disposition of Paving Material.

Section No. 291. All curb, gutter, flagging, paving and macadam stones, necessary to be removed, which in the judgment of the Engineer are suitable to be used again, shall be stored in such places as the Engineer shall direct, or shall be removed as provided in these specifications; in all cases a passageway on the sidewalks and in the roadway shall be preserved free from obstructions.

Flow of Sewers to Be Maintained.

Section No. 292. The Contractor shall provide for the flow of all sewers, drains and water-courses interrupted during the progress of the work, and shall restore and make good all connections, and shall immediately cart away all offensive matter, in such manner and with such precautions as the Engineer may direct. All temporary house connections shall be made by closed iron pipes, with suitable provision for preventing leakage at joints. Wooden troughs for such connections will not be permitted.

Quality of Brick for Sewers.

Section No. 293. In the construction of brick masonry none but the best quality of common brick burned hard entirely through, regular and uniform in shape and size and of compact texture, shall be used. They shall be culled as they are brought on the ground, and bats and bricks of improper quality are to be removed from the work. A limited number of bats may be used in manholes and closures, and in the outer ring of the sewers where more than two (2) rings of bricks are required.

How Laid.

Section No. 294. The bricks shall be properly wet immediately before laying. Every brick is required to be laid in a full joint of mortar, made as described in these specifications, on its bed, end and side, at one operation. In no case is mortar to be slushed or grouted in afterward. The bricks shall be neatly and truly laid, every second course to line, and the joints shall be carefully struck on the inside.

Racked Back or Toothed.

Section No. 295. All brick work, as it progresses, shall be racked back in courses, and in no case will it be allowed to be toothed, unless by special permission from the Engineer.

Brick or Stone Inverts.

Section No. 296. All inverts, or bottom curves, shall be formed from profiles accurately made according to the dimensions of the sewer, and correctly set according to the grades furnished. The masonry shall be allowed to set for twenty-four (24) hours before the arch is turned. Vitrified brick or granite paving blocks shall be used for the inner ring of the invert when required by the Engineer, and whenever so used they must be thoroughly jointed, so as to be water-tight along the inner surface of the sewer. The last course of the invert masonry below the springing line shall be laid as headers.

Brick Arches.

Section No. 297. The arches or upper curves shall be formed on strong centers of correct form, according to the sizes and shapes required, and keyed with stretchers in full joints of mortar. The extrados of the arch shall be plastered with mortar one (1) inch thick, mixed in the proportion of one (1) part of cement to two (2) parts of sand. The centers shall not be removed or withdrawn in less than thirty-six (36) hours, or until the work is thoroughly set, and until the filling in of the arch is properly put into place to a depth which is at least one (1) foot above the crown of the arch. The centers in all cases shall be struck and not drawn, so as not to crack or injure the work. Should any crack or settlement appear in the arch after the centers are removed, so much of the work as the Engineer may require shall be taken down immediately and replaced.

Spurs.

Section No. 298. Vitrified or cast iron sewer pipes or spurs, equal in every respect to those described elsewhere in these specifications, and of a size required by the Engineer, but not less than six (6) inches interior diameter with hubs moulded for house connections, and of sufficient length to project at least four (4) inches beyond the exterior of the sewer, shall be built into the walls of brick sewers, and at such an angle as indicated on the plan, or as the Engineer may direct.

How Built in.

Section No. 299. Spurs shall be built in wherever similar house connections exist in the present sewer which is to be reconstructed under this contract, but in no case shall the distance be more than twenty (20) feet between spurs. In the case of the construction of new sewers where no sewers existed previously, except sewers crossing intersecting streets, they shall be built opposite each house, and where there are no houses, they shall be not more than fifteen (15) feet apart on each side of the sewer or at such frequent intervals as local conditions may require. They shall be set so that their inner ends shall be flush with the inner face of the sewer, at such height in the walls as the Engineer may direct, and each pipe shall be sealed on the outside with an approved earthen-ware cover set in mortar.

Iron Chair Spurs.

Section No. 300. Where the sewers to be built under this contract will be at a depth greater than thirteen (13) feet below the established grade of the street (or below the surface of the street where final grades have not been established), cast-iron spurs or bends of the design shown on the drawings, not less than six (6) inches in diameter and of the weight of extra heavy soil pipe, shall be used unless otherwise ordered by the Engineer. Where house drains are to be connected to these spurs, extra heavy soil pipe and fittings shall be used for the riser between the spur and the house drain. Where the spurs are provided for future connections, risers of extra heavy soil pipe shall be placed in each spur and shall be brought to a point thirteen (13) feet below the established grade of the street, the end of the riser shall be sealed with an approved cover laid in cement mortar. The joints of this pipe shall be packed, leaded and caulked in accordance with these specifications for laying water-mains.

Under Another Structure.

Section No. 301. Wherever the sewer passes under another structure, extra heavy soil pipe shall be laid from the spur to the outside of such structure, brought up to a point thirteen (13) feet below the established grade of the street, caulked and sealed as provided above. All pipes passing under such structures shall be laid in concrete.

Concrete May Be Substituted for Brick.

Section No. 302. If, during the construction of the sewers, it is deemed advisable to interchange concrete and brick, the Contractor may, with the approval of the Engineer, build such sewers of either kind and quality herein specified.

Steel Bars Used if Ordered.

Section No. 303. Concrete sewers shall be reinforced with steel bars, if so indicated on the drawings or directed by the Engineer.

Profiles and Inverted Centers for Inverts.

Section No. 304. Proper profiles for the concrete inverts shall be set up at the required distances, and the concrete for the bottom and invert of the sewer shall be deposited in place and rammed and worked down to the required shape. The concrete for the bottom and invert, if so directed, shall be placed in alternate lengths extending between every other pair of profiles, so that opportunity may be given to properly work the concrete in place.

Invert to Be Protected.

Section No. 305. The concrete of the invert shall be protected during the progress of the work with planking, or by such other suitable methods as the Engineer shall direct and for so long a time as he may require.

Forms, Moulds, Etc.

Section No. 306. Suitable forms or moulds, of the size and design to be approved by the Engineer, shall be provided by the Contractor to support the concrete of the side walls and roof while the same is being rammed into the permanent work.

Defective Work.

Section No. 307. If any void or irregular or defective work is discovered upon removing the forms or moulds, such void work shall be cut out and filled with a rich concrete or mortar mixed in such proportions and of such materials as provided elsewhere in these specifications.

Joints.

Section No. 308. No joints between different sections of the walls of a sewer shall, in any case, be a straight line, but shall always be stepped or toothed, so as to give a broken joint in the manner to be approved by the Engineer.

Spur Pipes, Branches, Etc.

Section No. 309. In so far as they will be applicable to sewers constructed of concrete, the provisions and requirements for spurs, branches, etc., in brick sewers shall be understood to govern in such construction.

Vitrified Pipe Sewers.

Section No. 310. Tile pipe sewers shall be built of vitrified, salt glazed stone-ware pipe, with extra deep and wide sockets and corrugated spigot ends. The pipe shall be of the best quality, thoroughly and perfectly burnt, without warps, cracks or imperfections, well and smoothly glazed over the entire inner and outer surfaces and perfect in shape. The pipe shall be subject to all tests ordered in conformity with any requirements of the Bureau of Sewers of the Borough in which the work is located, at any time previous to its being used.

Dimensions.

Section No. 311. The size of the pipes shall be designated by their interior diameters. Each pipe shall be a true cylinder, and of even thickness throughout, and shall conform to the following scheduled dimensions:

DOUBLE STRENGTH TILE PIPE; EXTRA DEEP AND WIDE SOCKETS.

Diameter.	Thickness of shell.	Depth of socket.	Length of plain, straight pipe.	Weight of pipe per ft.	Annular space.
6 inches	5/8 inches	2½ inches	2 feet	16 pounds	5/8 inches
8 inches	¾ inches	2¾ inches	3 feet	25 pounds	5/8 inches
10 inches	7/8 inches	2¾ inches	3 feet	37 pounds	5/8 inches
12 inches	1 inch	3 inches	3 feet	45 pounds	5/8 inches
15 inches	1¼ inches	3 inches	3 feet	75 pounds	5/8 inches
18 inches	1½ inches	3¼ inches	3 feet	118 pounds	5/8 inches
20 inches	1 2/3 inches	3½ inches	3 feet	148 pounds	5/8 inches
22 inches	1 5/6 inches	3¾ inches	3 feet	157 pounds	5/8 inches
24 inches	2 inches	4 inches	3 feet	190 pounds	5/8 inches

"Specials."

Section No. 312. All "special" vitrified pipe shall conform to the dimensions given for plain, straight pipe.

Spur Pipes.

Section No. 313. Pipes having spurs not less than six (6) inches in diameter with hubs moulded thereon for house connections shall be furnished and laid at such points as indicated on the plan or as directed by the Engineer, and when not immediately used, they shall be sealed on the outside with approved vitrified earthenware covers set in mortar.

Risers.

Section No. 314. The provisions for risers on brick sewers shall also apply to pipe sewers.

Pipe Sewers, How Laid.

Section No. 315. All pipes shall be laid in concrete cradles of the required form and dimensions. The minimum thickness of concrete under the outside of the shell, or barrel, shall be six (6) inches. The first layer of concrete shall be for the full width of the cradle, and deposited continuously to the height of the outside bottom of the shell of the pipe; before the concrete has set the pipe shall be firmly bedded therein true to line and grade and the remainder of the concrete immediately deposited and carefully tamped in such a manner as to avoid disturbing the sewer. The ends of the pipes shall abut against each other and in such manner that there shall be no shoulder or unevenness of any kind along the bottom half of the sewer on the inside. Unless otherwise ordered, not less than fifteen (15) feet of pipe shall be laid at any one time, in any one length of trench, and it shall be exposed for at least twenty-four (24) hours for inspection.

Joining Hub and Spigot Pipes.

Section No. 316. Before inserting the spigot end of the pipe into the hub or socket, the lower half of each socket shall be plastered on the inside with a layer of cement mortar mixed in the proportion of one (1) part of cement to one and one-half (1½) parts of sand and of a sufficient thickness to bring the inverts of the abutting pipes flush and even with the established flow line. After pipes are fitted, the space between the inside of the upper half of each socket and the outside of the entering pipe shall be filled with cement mortar, mixed as above specified, and the outside of the joint shall be thoroughly sealed with the same kind of mortar and the joints carefully wiped to a smooth bevel outside, and all mortar that may be left on the inside of the pipe must be thoroughly removed and the inside of the pipe left clean and smooth throughout.

The ends of pipes which enter masonry shall be neatly cut to fit the face of the masonry. When directed, such cutting shall be done before the pipes are built in.

Iron Pipe Sewers.

Section No. 317. Sewers of iron pipe, of quality and laid in the manner described elsewhere in these specifications for the laying of water mains, shall be laid wherever indicated on the plans or at such places as the Engineer shall direct.

Special Castings.

Section No. 318. Wherever such pipes are laid through vaults, they shall, when required by the Engineer, be provided with special castings for manholes, which shall be fitted with a cover bolted on so as to make an air-tight joint, according to the plans to be furnished by the Engineer.

Ventilation.

Section No. 319. Whenever, in the opinion of the Engineer, it becomes necessary to provide ventilation for sewers under other structures, iron pipe shall be laid from the sewer to the surface of the street and fitted with proper gratings according to the plans to be furnished by the Engineer.

Connections.

Section No. 320. All existing sewers, culverts, drains and house connections intercepted by the proposed sewers, culverts or receiving basins shall be connected with the new work by proper curves and grades and in such manner as the Engineer shall direct; and all drains, basins or culverts rendered unnecessary or becoming disused by the work herein contemplated shall be filled in and made solid with good, wholesome earth in the manner directed. Provision shall also be made for the connection of future sewers or basins by constructing brick spurs or inserting vitrified pipe at the points indicated on the Contract Drawings and at other points as the Engineer may direct. These connections shall be closed with bulkheads not less than eight (8) inches in thickness and of the quality specified for brick masonry.

Fresh Work to Be Protected.

Section No. 321. All fresh work shall be carefully protected from injury in every way. No wheeling or walking will be allowed on it and any portion injured must be relaid by the Contractor; no walking or working over the pipes after they are laid, except as may be necessary in tamping the earth and backfilling, will be allowed until there is at least two and one-half (2½) feet of earth over them.

Pipes to Be Kept Clean.

Section No. 322. The interior of pipe sewers shall be carefully freed from all dirt, cement and superfluous material of every description as the work progresses, for which purpose a disc, mould or plate, attached to a rod sufficiently long to pass two (2) joints from the end of the pipe last laid, shall be continuously worked through.

Exposed Ends of Pipes to Be Protected.

Section No. 323. The exposed ends of pipe sewers shall, in all cases, be protected with a board or other stopper carefully fitted to the pipe, to prevent earth or other substances from washing in, and in no case shall brick or stone be used for that purpose.

Manholes.

Section No. 324. The masonry of manholes shall be carried up so that the top of the iron head when set shall be at the level of the established grade of the street at that point or to such height as the Engineer may direct, and from templates correctly made and set at top and bottom, between which not less than eight (8) lines shall be drawn. Where manholes are not built to the established grade of the street, they shall be covered, when necessary, by selected bluestone slabs eight (8) inches in thickness, to support the manhole heads. All joints shall be neatly struck and pointed on the inside. Each manhole shall be plastered thoroughly on the outside with cement mortar one (1) inch in thickness, mixed in the proportion of one (1) part of cement to two (2) parts of sand.

Foundations.

Section No. 325. The foundations for manholes shall be of concrete or masonry of the kind indicated on the plans and shall be not less than twelve (12) inches below the invert elevation of the sewer, except as otherwise indicated on the plan. When foundation additional to that indicated on the plan is required, it shall be built as directed by the Engineer.

Pipe Connections.

Section No. 326. Sewer pipes shall be built in and trimmed, when necessary, so as to be flush with the inner face of the manhole, and an arch, laid in cement mortar, shall be turned over the pipe.

Vitrified Bricks or Granite Blocks.

Section No. 327. The invert shall be built of vitrified brick, granite blocks or concrete masonry, as indicated on the Contract Drawings.

Use of Bats.

Section No. 328. A reasonable number of bats not smaller than half bricks may be used in the construction of manholes or receiving basins, provided all interstices are thoroughly filled with mortar.

Steps.

Section No. 329. Standard steps of good quality of galvanized wrought iron, of the size, length and shape required for steps, shall be built into the interior sides of all manholes at a distance apart of not more than fifteen (15) inches vertically, and they shall be so arranged that the lowest step shall be not more than two (2) feet above the bench at the bottom of the manholes nor more than two (2) feet above the invert of the sewer where there is no bench. Each manhole head shall be cast with a wrought-iron step on the inside, when directed by the Engineer.

Bluestone.

Section No. 330. Hammer-dressed bluestone shall be furnished and laid of the form and thickness required as indicated on the plans or as otherwise directed.

Manhole Head and Cover.

Section No. 331. A cast-iron manhole head and cover of the quality specified for cast iron, and except in special cases, of the pattern adopted by the President of the Borough in which the work is located, and in dimensions, weight and all other respects satisfactory to the Engineer shall be fitted on a bed of mortar to each of the above described manholes. Manhole heads and covers which do not conform to these specifications shall be removed at once from the work.

Perforations.

Section No. 332. Covers to be used on manholes in the street shall be perforated. Those used on sidewalk manholes shall be tight-fitting, without perforations.

Weights.

Section No. 333. Each manhole head and cover shall have its weight distinctly marked upon it with oil paint. The following shall be allowed as the minimum and maximum weights:

Street manhole head, 475 to 500 pounds;
Street manhole cover, 135 to 150 pounds;
Sidewalk manhole head, 300 to 310 pounds;
Sidewalk manhole cover, 100 to 110 pounds.

Noiseless Heads and Covers.

Section No. 334. When the pavement of the street is asphalt or wooden block, the manhole shall be fitted with a noiseless head and cover, to be approved by the Engineer, where new heads and covers are necessary.

Sealed Heads and Vaults.

Section No. 335. All manholes in vaults or other structures shall be provided with sealed manhole heads and covers according to the design indicated on the plans.

Emergency Manholes.

Section No. 336. Where a sewer crosses under the subway, emergency manholes shall be provided when directed by the Engineer and according to plans to be furnished by him.

Manholes to be Completed.

Section No. 337. Manholes shall in all cases be fully and completely built and fitted with their covers as the work progresses, and the sewers shall not be laid beyond or in advance of any uncompleted manhole.

Receiving Basins.

Section No. 338. Receiving basins shall be built as located on the drawings or as the Engineer shall direct and in accordance with the drawings to be furnished. Each portion of the basin shall be built of the size and materials designated on said drawings and shall be thoroughly plastered, both inside and outside, with cement mortar in the proportion of one (1) part of cement to two (2) parts of sand.

Foundations.

Section No. 339. The foundations for receiving basins shall be of concrete or masonry of the kind indicated on the plans and shall extend not less than twelve (12) inches below the finished floor of the basin, except as otherwise indicated on the plans. When additional foundation is required, it shall be built as directed by the Engineer.

Stone Flooring.

Section No. 340. The flooring shall be of hammer-dressed North River bluestone flagging, not less than three (3) inches thick, in not more than two (2) pieces, and shall be well set in a full bed of mortar and rammed into place. The floor may be finished with cement mortar mixed in the proportion of one (1) part of cement to one (1) part of sand if so directed by the Engineer. The mortar shall be spread, while fresh, upon the concrete base and before the latter shall have reached its first set; it shall be in such quantity that after thorough manipulation it shall be one (1) inch in thickness.

Headstone and Gutter Stone.

Section No. 341. Where head stone and gutter stone are required they shall be of sound, durable granite of the dimensions indicated on the drawings, hammer dressed to an even surface and cut to the satisfaction of the Engineer. Cast-iron basin heads and gutter pieces of the design indicated on the drawings shall be set instead of the above when required.

Cast-Iron Cover.

Section No. 342. A cast-iron cover of approved pattern weighing not less than eighty (80) nor more than ninety-five (95) pounds shall be fitted to the opening in the head stone.

Grate Bar.

Section No. 343. A grate bar made according to the drawings shall be fastened solidly into the said head stone in the manner indicated.

Cast-Iron Trap.

Section No. 344. A cast-iron trap of the form and dimensions indicated on the drawings, free from imperfections, and properly coated with coal tar pitch varnish shall be furnished and built into place as directed by the Engineer.

Joints.

Section No. 345. The joints shall be tightly fitted with an oakum gasket or with cement mortar if so directed.

Iron Steps.

Section No. 346. Galvanized iron steps of the same design required for manholes shall be built into the walls.

Culvert Pipes.

Section No. 347. The culvert pipe for connections with sewers shall be twelve (12) inch vitrified pipe unless otherwise indicated on the drawings, and of the kind and quality previously described, and shall be laid, in all cases, in a concrete cradle of the form and dimensions required for pipe sewers in accordance with the directions of the Engineer. In case it becomes necessary to connect any basin already built, with the work to be constructed, so much of such culverts as in the opinion of the Engineer may be necessary shall be taken up and rebuilt or relaid with vitrified pipe, or brick as the case may be, in the manner described above and reconnected in a straight line from the basin to the sewer.

Flush Tanks.

Section No. 348. Automatic flush tanks of a type approved by the Engineer shall be built where indicated on the drawings or where directed by the Engineer.

Waterproofing.

Section No. 349. Whenever, in the opinion of the Engineer, it is necessary to waterproof a sewer, chamber or receiving basin, or their appurtenances, it shall be done as indicated on the drawings or as directed by the Engineer and in the manner described elsewhere in these specifications.

Mortar.

Section No. 350. All masonry shall be laid in Portland cement mortar of the quality described in Subdivision 9. It shall be mixed in the proportion of one (1) part of cement to two (2) parts of sand, excepting as otherwise specifically provided.

Concrete.

Section No. 351. All concrete for sewers shall be made in the proportion of one (1) part of cement to two (2) parts of sand and four (4) parts of stone of the quality described in Subdivision 11.

Paving.

Section No. 352. On the completion of each section of one hundred (100) feet of sewer, the sidewalks and roadway shall be restored as provided under Subdivision 22.

Permits for Connections.

Section No. 353. The Commissioner of Public Works shall have the right to connect any sewer or sewers with the sewers herein described or to grant permits to any person or persons to make connections therewith at any time before it is finally completed, and the Contractor shall not interfere with or place obstructions in the way of such person or persons as may be employed in building such new sewer or sewers or in making such connections. This is not to be construed, however; as permitting the introduction of storm water or sewage into any sewer being constructed under this contract before its final completion.

Thoroughly Cleaned.

Section No. 354. During the progress of the work, and until the entire completion and final acceptance thereof, the sewers, drains, basins, culverts and connections shall be kept thoroughly cleaned throughout, and left clean, and the drainage of any old sewer that may be taken up or intercepted shall be provided for and taken care of by the Contractor, all at his own expense.

Payment for Sewers.

Section No. 355. Payment for sewers will be made for sewer complete at the prices stipulated in Schedule Items 37, 38, 39, 41, 45, 47, 50-A, 52-C, 53, 55, and 57, except as is hereinafter specifically provided in Section No. 361 with respect to cast-iron pipe sewers and other sewer construction for which no prices are provided in the Schedule of Unit Prices on a lineal foot basis. The price for each class of sewer as stipulated in Schedule Items 37, 38, 39, 41, 45, 47, 50-A, 52-C, 53, 55, and 57 is per lineal foot of sewer complete and includes compensation for all the work, labor and material applicable thereto as given in Sections Nos. 278 to 354, inclusive, and as otherwise provided in this contract and as indicated on the drawings, except as is specifically provided in Sections Nos. 356, 357, 358, and 359.

Excavation.

Section No. 356. In addition to the price for completed sewer, as above provided, excavation will be paid for at the prices herein stipulated in Schedule Items 2-A and 3-A (which prices shall include compensation for all the matters referred to in Section No. 92), on the basis of size of trench stipulated in Sections Nos. 282 and 285. Payment for street surface restored will be made at the prices stipulated in Schedule Item 30.

Steel Beams and Reinforcing Rods.

Section No. 357. Where steel beams or reinforcing rods are required and ordered, such beams and rods will be paid for in addition to the price stipulated for the sewer at the price stipulated for furnishing and placing such material and all work incidental thereto in Schedule Item 20 or 21.

Automatic Flush Tanks.

Section No. 358. Where automatic flush tanks are built as provided in Section No. 348 they will be paid for as herein provided in Article XII.

Waterproofing.

Section No. 359. Where waterproofing is required and placed in accordance with Section No. 349 it will be paid for at the price herein stipulated therefor, Schedule Item 15 or 16.

Cast-Iron Pipe, Manholes and Receiving Basins.

Section No. 361. All cast-iron pipe sewers wherever built and all other sewer construction for which no prices are provided in the Schedule of Unit Prices on a lineal foot basis will be paid for at the prices stipulated in the Schedule of Unit Prices for the various classes of work and materials entering into the construction of such cast-iron pipe sewers or of such other sewer construction.

Where the sewer is built by tunneling, tunnel excavation both in earth and in rock will be paid for at the price stipulated in Schedule Item 5-A, which price shall include all expense due to the presence of quicksand or other soft material, rotten rock, boulders, etc., the cost of blasting, of all pumping and bailing, of all timbering or other false work and the removal of same, of all filling behind the timbering (except grout if ordered), of dry masonry packing, of the removal and disposal of all excavated material of whatever character, of all ventilation and lighting, of maintaining, protecting and securing all surface, subsurface and overhead structures of whatever nature and their appurtenances (including buildings and surface railroads), and of restoring them to as useful, safe, durable and good a condition as existed before work was begun, of underpinning of buildings or other structures when such underpinning is necesary for the purpose of securing such buildings or other structures, and of all other work, labor and material incidental to the excavation of the tunnel, including any expense that may arise from loose or shaky rock or from falls or case-ins, or from any unexpected obstacles. Measurement for payment for tunnel excavation and for concrete tunnel lining will be made to the pay lines indicated on contract drawing No. B-357. Payment for excavation for the shaft at Eighth Avenue, if the Contractor shall be required to construct said shaft, will, as provided in Section No. 282, be paid for at the prices stipulated in Schedule Items 2-A and 3-A within the limits specified in said Section No. 282 and payment for stree surface restored over the excavation for said shaft will as provided in said Section No. 282 be paid for at the price stipulated in Schedule Item 30 within the limits specified in said Section No. 282.

Payment for cast-iron sewer pipe used in the construction of cast-iron pipe sewers will be made at the prices stipulated in Schedule Items 42 and 43.

For all manholes or receiving basins constructed in connection with cast-iron pipe sewers or other sewers for which no prices are provided in the Schedule of Unit Prices on a lineal foot basis, the cast-iron, wrought-iron or steel furnishings (except pipes) will be paid for at the price stipulated in Schedule Item 25-C, which item, however, is applicable only to the class of work covered by this section.

All extra heavy soil pipe for drains and connections made necessary by the construction of cast-iron pipe sewers or other sewer construction for which no prices are provided in the Schedule of Unit Prices on a lineal foot basis will be paid for at the price stipulated in Schedule Item 17-A.

House Connections and Sewers Under Station Platforms.

Section No. 362. Compensation for maintaining, supporting or constructing all house or other drainage connections made necessary by the construction of cast-iron pipe sewers or other sewer construction for which no prices are provided in the Schedule of Unit Prices on a lineal foot basis is included in the prices stipulated in the Schedule for the several classes of work and materials entering into the construction of such cast-iron pipe sewers and of such other sewer construction.

Wherever a sewer passes under a station or station platform, all the requirements with respect to extra heavy soil pipe, special manhole castings, ventilating pipes, and sealed manhole covers, as included in Sections Nos. 301, 318, 319 and 335 respectively, apply in every respect.

SUBDIVISION 19.

Requirements for Pipes.

General.

Section No. 363. Whenever it is necessary to relay any water main, all new material required for the same shall be of the quality and laid in the manner specified below, and subject to the various clauses of these specifications applicable thereto.

Pipes to Be Cylinders.

Section No. 364. The pipes shall be circular cylinders, with the inner and outer surfaces concentric, and of the full interior diameter required.

Hubs and Spigots.

Section No. 365. The hub or socket and the spigot end shall be shaped in exact conformity with the standards of the Department of Water Supply, to be furnished by the Commission, and will be tested by circular gauges.

Workmanship.

Section No. 366. The seat or shoulder of the socket and the end of the spigot shall be straight and even, and at right angles to the axis of the pipe, so as to make a smooth, tight joint. Special care will be required in making the sockets and spigots to conform to the drawings and all pipes will be rigorously inspected at these points. No pipe will be received whose eccentricity at either the spigot or socket ends, exceeds one-eighth (⅛) of an inch, or whose dimensions differ by more than one-eighth (⅛) of an inch from those required.

Interior Diameter.

Section No. 367. The pipes shall be designated by dimensions of the interior diameter.

Lugs, Etc.

Section No. 368. Bands, lugs, buttons, or ribs, of such forms and dimensions as the Engineer may direct, shall, if required be cast on the pipes.

Length of Pipe.

Section No. 369. The straight pipe shall be twelve (12) feet long, exclusive of hub; other pipe as may be directed.

Straightness.

Section No. 370. All straight pipes shall be straight in the direction of the axis of the cylinder.

Thickness and Weights.

Section No. 371. The thickness of the pipes, branches and special castings shall correspond with the standards of the Department of Water Supply. The weight for straight pipe per twelve (12) foot length shall be as follows:

60-inch pipes	Special
48-inch pipes	9,886 pounds each
42-inch pipes	Special
36-inch pipes	5,920 pounds each
30-inch pipes	4,460 pounds each
24-inch pipes	2,965 pounds each
20-inch pipes	1,979 pounds each
16-inch pipes	1,458 pounds each
12-inch pipes	1,018 pounds each
8-inch pipes	542 pounds each
6-inch pipes	416 pounds each

High Pressure Fire System.

Section No. 372. For high-pressure fire system standard spigot and groove—the weights for straight pipes, with lugs, shall be as follows, in pounds per length:

	Of 3 ft.	Of 4 ft.	Of 6 ft.	Of 12 ft.
8-inch	355	420	550	935
12-inch	615	745	1,000	1,765
16-inch	1,005	1,215	1,635	2,905
20-inch	1,475	1,795	2,425	4,320
24-inch	2,105	2,585	3,535	6,385

All requirements as to weights, laying, tests, etc., shall be in strict accordance with the standard requirements of the Department of Water Supply, Gas and Electricity.

To Be Calipered.

Section No. 373. The thickness of the metal of the pipes and special castings will be tested by calipers after the castings have been freed from sand and cleaned.

Variations in Thickness.

Section No. 374. No pipe will be received when the thickness of metal is less by more than one-twelfth (1-12) of an inch than the thickness required by the standards.

Variations in Weight.

Section No. 375. Any straight pipe the weight of which is deficient by more than the following stated percentages of the standard weight, will be rejected:

For pipe 16" or less in diameter..... 5%
For pipe over 16" in diameter 4%

Excess weight in any one pipe not to exceed the above stated percentages will be paid for. The total weight, however, to be paid for shall not exceed for each size of pipe received, the sum of the standard weights of the same number of pieces of the given size, by more than two (2) per centum.

(The term "Standard Weight" as above used in connection with straight pipe shall be taken to mean the standard weight corresponding to the actual laying length of the pipe as furnished.)

Any special casting the weight of which is deficient by more than the following stated percentages of the standard weight, will be rejected:

For special castings 12" or less in diameter..... 10%
For special castings over 12" in diameter..... 8%

Excess weight in any one special casting, not to exceed the following stated percentages, will be paid for:

For special castings 12" or less in diameter..... 8%
For special castings over 12" in diameter..... 6%

The total weight, however, to be paid for shall not exceed for the special castings received, the sum of the standard weights of the same number of special castings, by more than five (5) per centum.

Straight Pipe Cast Vertically.

Section No. 376. All straight pipes shall be cast vertically, and all pipes twelve (12) inches or more in diameter shall be cast with the hub end down.

Clean and Smooth.

Section No. 377. All the castings shall be made in such moulding-sand or loam as will leave the surface clean and smooth.

Castings, How Marked.

Section No. 378. All the castings shall have cast on the outer side in raised letters of not less than two (2) inches in length and one-eighth (⅛) of an inch in relief, in such manner as the Engineer may designate, the year in which they are cast, the running number of the castings of the same size and form, the letters D. W. S., and the initials or name of the Contractor, and of the foundry where cast, and in case any pipe shall be condemned, the letters D. W. S. shall be erased by the Contractor.

Quality of Cast-Iron.

Section No. 379. The metal of which the castings are to be cast (which shall be remelted in a cupola or air-furnace) shall be pig-iron, made without any admixture of cinder-iron, or other inferior metal, and shall be of such character as to make a pipe strong, tough and of an even grain, entirely free from uncombined carbon when seen under the microscope, and such as will bear, satisfactorily, drilling and cutting, and shall have a tensile strength of at least sixteen thousand (16,000) pounds to the square inch.

Imperfections.

Section No. 380. The castings shall be free from scoria, sand holes, air bubbles, and other defects and imperfections.

Castings to Be Clean.

Section No. 381. The castings shall be perfectly cleaned and no lumps shall be left on the inner surface of the barrels or sockets, or on the outer surface of the spigot end. The castings shall be subject to hammer inspection. Iron-wire brushes shall be used, as well as softer brushes, to remove the loose dust. No acid or liquid shall be used in cleaning the castings.

Pipes to be Coated.

Section No. 382. Every pipe, branch and special casting shall be carefully coated inside and out with coal tar pitch and oil. Every casting shall likewise be entirely free from rust when the coating is applied. If the casting cannot be dipped immediately after being cleaned, the surface shall be oiled with linseed oil, to preserve it until it is ready to be dipped. No casting shall be dipped after rust has set in.

Pitch.

Section No. 383. The coal-tar pitch shall be made from coal-tar distilled until the naphtha is entirely removed and the material mixed with linseed oil so as to make a smooth, tough and tenacious coating. Pitch which becomes hard and brittle when cold will not answer for this use.

Temperature of Pitch.

Section No. 384. Pitch of the proper quality having been obtained, it shall be carefully heated in a suitable vessel to a temperature of three hundred (300) degrees Fahr., and shall be maintained at not less than this temperature during the time of dipping. The material will thicken and deteriorate after a number of pipes have been dipped; fresh pitch shall, therefore, be frequently added, and occasionally the vessel shall be entirely emptied of its old contents and refilled with fresh pitch.

Temperature of Castings.

Section No. 385. Every casting shall attain a temperature of three hundred (300) degrees Fahr. before being removed from the vessels of hot pitch. It shall then be slowly removed and laid on skids to drip.

To be Inspected Before Dipping.

Section No. 386. No casting shall be dipped until the inspector has examined it as to cleaning and rust, and subjected it thoroughly to the hammer test. It may then be dipped, after which it will be passed to the hydraulic press to meet the required water test. The proper coating shall be tough and tenacious when cold on the pipes, and not brittle or with any tendency to scale off.

Tests.

Section No. 387. The castings must be capable of sustaining a pressure, in the hydraulic press, of three hundred (300) pounds to a square inch, and any casting which shows any defect by leaking, sweating or otherwise, will be rejected. This test shall be made at the foundry, and at the expense of the Contractor.

Weighed and Marked.

Section No. 388. The castings shall be weighed, and the weight distinctly marked on the castings in white paint. The Contractor shall provide at the foundry where the pipes and castings are to be manufactured proper sealed scales and weights for weighing the castings, which shall be done at the expense of the Contractor, under the supervision of the Inspector.

Blocking and Wedges.

Section No. 389. Each pipe over eight (8) inches inside diameter, unless otherwise ordered, shall be placed on two (2) blocks and four (4) wedges of hemlock timber, the wedges to rest on the blocks and the pipe on the wedges.

Timber for Blocking.

Section No. 390. The blocks and wedges shall be of sound hemlock timber; 48 and 36-inch pipe shall be laid on blocks 4 feet long, 12 inches wide and 6 inches thick, with wedges 18 inches long, 6 inches wide, 4 inches thick on one end and ½ inch thick on the other; 30 and 24-inch pipe on blocks 3 feet long, 10 inches wide and 5 inches thick, with wedges 15 inches long, 5 inches wide and 3½ inches thick on one end and ½ inch thick on the other end; 12 and 20-inch pipe on blocks 2 feet long, 8 inches wide and 4 inches thick with wedges 12 inches long, 4 inches wide, 3 inches thick on one end and ½ inch thick on the other.

Joints.

Section No. 391. The spigot end of the pipe shall be inserted into the hub to within from one-fourth (¼) to one-eighth (⅛) of an inch of the full depth of the hub, and the space around the pipe shall be equalized so as to give as nearly as possible an equal space for the packing. The space between the pipe and hub shall be packed with clean, sound jute packing yarn, free from tar, far enough to leave the proper space for lead. The remaining space shall then be filled by running it full

of lead to a depth of four (4) inches, with a bead outside of the face of the hub large enough to allow for caulking, so that when the joint is properly caulked the lead will be flush with the hub of the pipe. After the joint shall have been run with lead, it shall be caulked by means of proper tools, so as to make a water-tight joint.

Lead.

Section No. 392. The lead to be used shall be of the best quality of pure, soft lead, and in every respect suitable for the purpose.

Notice of Interruption to be Given.

Section No. 393. In case it becomes necessary to cut any connection with any other main, house or hydrant, or in any way to interfere with the continuous and normal flow of water, due notice shall be sent at least forty-eight (48) hours in advance to the Engineer and to the Commissioner of Water Supply, and the Contractor shall, if so ordered, make a temporary by-pass or other arrangement to preserve the flow of water while breaking connections.

Connections Interfered With.

Section No. 394. All connections cut, interfered with or injured shall be restored under the directions of the Engineer, without delay and in accordance with the rules and regulations of the Department of Water Supply governing such matters, to a suitable condition as good as existed before commencing work.

Stop-Cocks, Etc.

Section No. 395. Stop-cocks, boxes, branches, curved pipe, and other specials according to the standards of the Department of Water Supply shall be set where necessary.

Specifications of Owners Apply.

Section No. 396. For gas pipes, mail tubes and for any pipes not herein enumerated, the standard weights and all other requirements shall be in accordance with the standard specifications and requirements of the several owners of such structures.

SUBDIVISION 20.

Tunnel Ducts.

Form of.

Section No. 397. The ducts to contain cables for transmitting electricity for the operation of the Railroad shall be of the one-way form with circular holes.

Tunnel ducts are those incorporated in the Railroad structure.

Dimensions.

Section No. 398. The dimensions and form of each piece shall conform to the following requirements:

The length shall be eighteen (18) inches, except that a sufficient number of short pieces of various lengths shall be furnished to lay on curves and to pieces out at manholes so as to bring the ends of all ducts into a vertical plane.

The minimum inside diameter of holes shall be such as to pass a mandrel three and one-half (3½) inches in diameter.

The outside dimensions of one-way ducts shall be not less than five (5) inches nor more than five and one-quarter (5¼) inches measured at right angles to the flat of each side.

The thickness of the walls measured at the thinnest part of the body of the duct shall be not less than five-eighths (⅝) of an inch.

The ducts shall be made square on outer lines and shall have the outside corners cut off to leave a flat surface of not less than two and three-fourths (2¾) inches, the ends to be cut smooth and at right angles to the axis of the duct and beveled on the inside for one-half (½) of an inch.

Ducts Combed.

Section No. 399. The ducts shall be combed on each face with at least five (5) longitudinal combings, each combing to have a width of one-fourth (¼) of an inch and a depth of not less than one-sixteenth (1-16) nor more than one-eighth (⅛) of an inch.

Vitrified Ducts, Quality and Size.

Section No. 400. All ducts shall be manufactured of the best clay, mixed thoroughly and in proper proportions, burnt hard through their entire thickness until well vitrified, but in no case so burnt as to be fused or scoriated. The clay used shall be plastic and smooth, perfectly free from lime stone, lime pebbles, pyrites and chalk, and sufficiently fireproof to acquire proper density before vitrification takes place. The clay shall be well pulverized and made perfectly homogeneous, and the surface of each piece both inside and outside shall be thoroughly glazed in the most approved manner with good salt glaze. The ducts shall be sound and without soft spots, stones, gravel, cracks, breaks or blisters, and the interior surface shall be free from warts, tits, nodules, chips, breaks, rough spots or cracks, that in the opinion of the Engineer may prove injurious. Each duct shall be practically straight and under no circumstances will any piece be accepted which shall have a bow, curve or kink sufficient to prevent the passage of a mandrel three and one-half (3½) inches in diameter and twenty-four (24) inches long. No piece will be accepted if it shall have a bow, bend or kink in more than one direction. Throughout its entire length the bore shall be straight, smooth and circular. The center of the bore shall be exactly in the center of one-way ducts.

Inspection.

Section No. 401. All ducts shall be subject to inspection at the place of manufacture and on the work and at any other time and place required by the Engineer. All rejected ducts shall be promptly removed by the Contractor at his own expense.

How Laid.

Section No. 402. The ducts shall be laid in beds of cement mortar about one-quarter (¼) of an inch in thickness, with broken joints both horizontally and vertically, true to line and grade, and so placed that there shall be no shoulders or offsets in the bore. All interstices shall be filled with mortar. In laying ducts care must be taken to close abutting joints so that the ends of all consecutive ducts shall be practically in contact on all sides.

Unbleached Muslin.

Section No. 404. Two (2) strips of thick, unbleached muslin six (6) inches wide and coated with neat cement mortar, shall be used to wrap each joint, the ends of the wrap to lap four (4) inches. The muslin shall be not less than 50 by 60 count, weight not less than four (4) ounces to the yard and width thirty-six (36) inches. Where ducts are laid on curves, the wraps must be doubled if required, to protect the openings between the ends of the ducts on the outer line of the duct and to exclude all mortar from duct openings. Metal wraps will not be permitted.

Mandrels.

Section No. 405. Ducts shall be laid with a link mandrel of a length and diameter to be prescribed, which shall be drawn through each duct as it is laid, so as to remove all projections of mortar that may be in the ducts; the mandrel shall also be equipped with a suitable swab to remove all loose material in the ducts; the mandrel is to be left in each duct until the succeeding duct is laid.

To Be Rodded.

Section No. 406. After the duct bank and Railroad structure have been completed, the ducts shall be rodded by pushing a wooden mandrel through the bore. This mandrel shall be of approved design three and one-fourth (3¼) inches in diameter, eight (8) inches long and screwed to the end of the rod. If obstructions are found in rodding the ducts which cannot be removed by cleaners, so as to give a clear and smooth opening sufficient to pass the above mandrel without damaging the duct, the duct shall be removed and relaid. All ducts during construction and after being rodded shall be plugged with suitable plugs to be furnished by the Contractor. If wooden plugs are used they shall be immersed in water for at least eight (8) hours before being put in place.

Payments.

Section No. 407. Tunnel ducts will be paid for per duct foot in place at the price stipulated in Schedule Item 18, which price shall include the cost of furnishing, laying and rodding the ducts, and of all incidental work, labor and material not otherwise specifically provided for. The ducts to be provided under Schedule Item 18 shall include only those intended solely for the purpose of the operation of the Railroad.

Duct Manholes.

Section No. 409. Tunnel duct manholes shall be built at the sides of the Railroad in connection therewith and as indicated on the drawings or as directed by the Engineer. These manholes shall be generally at intervals of about four hundred and fifty (450) feet, and shall be on either or both sides of the Railroad to accommodate the duct lines. They may vary in form as may be necessary to adapt the work to local conditions. They are to be considered as part of the Railroad structure, and paid for at the schedule prices for such work. Sliding steel doors of an approved type and with the necessary fittings shall be provided for all duct manholes. Such doors and fittings will be paid for as riveted steel, Schedule Item 19.

Duct manholes will be built at the ends of the stations to provide for the passage of the ducts under the station platforms.

At manholes, ducts will be laid to conform to the special conditions.

Openings to the street surface shall be provided from all manholes. Ten (10) inch cast-iron pipe will be used for this purpose in some cases. Such pipe when used will be measured in place in the work and paid for at the price stipulated in Schedule Item 17 (i).

SUBDIVISION 21.

Conduits.

Open Construction Required.

Section No. 410. In all work where iron pipe conduits are installed for a part of their length in the structure and for another part as open construction, the ends of such runs shall be carried outside of said structure as open construction and shall terminate in outlet or junction boxes located by the Engineer.

Usually to Be Built In.

Section No. 411. The iron pipe conduits required by Section No. 410 will be built mainly in the walls, roof or other parts of the stations; portions, however, of the runs will be left exposed, to be covered later by the station finish work.

Quality of Iron-Pipe Conduit.

Section No. 412. All conduits shall, unless otherwise specified, be of the best grade standard weight wrough iron or steel piping, protected inside and out by a coat of zinc, enamel, or other approved preservative. They shall be delivered to the work in bundles of full length pipes, each length marked with the trade mark of the manufacturer. They shall bend cold ninety (90) degrees about a radius equal to ten (10) diameters without signs of flaw or fracture in either pipe or enamel. Flexible conduits shall be provided where specially called for on the drawings. Samples of conduits and boxes shall be submitted for approval before proceeding with the electric work.

Cleaning and Workmanship.

Section No. 413. All conduits shall be carefully cleaned before and after erection, all ends shall be reamed free from burrs, and inside surfaces shall be free from all imperfections liable to injure the cable. All conduits shall be snaked with a steel band wire. Any conduit which cannot be snaked shall be removed and replaced by the Contractor at his own expense.

Joints Water-tight.

Section No. 414. All joints shall be made with standard couplings, well treated with red lead, and screwed up to make a water-tight joint.

Support and Protection.

Section No. 415. Conduits built into concrete or other parts of the structure shall be properly protected and supported, so that they shall not be injured by the building operations.

Strap Supports.

Section No. 416. Conduits not built into the structure shall be supported by approved pipe straps located not more than eight feet apart or in any other manner designated by the Engineer, and they shall be kept boxed or otherwise suitably protected from injury.

Bends and Offsets.

Section No. 417. Bends and offsets may be made in the field if proper tools are used. All bends shall have a radius of not less than ten (10) diameters of the pipe conduit. In no case shall deformed, split or crushed conduits be erected. Not more than two (2) right angle bends shall be made between any two (2) outlet boxes without special approval of the Engineer.

Measurement and Payment.

Section No. 418. Measurements for the above iron pipe conduits shall be per lineal foot of single conduit placed in the work—in accordance with the requirements and payment for the same shall be made at the price stipulated in Schedule Item 32, which price shall include the cost of all drilling and tapping of steel, of snaking the conduits and of all work incidental or necessary to installing the conduits.

Outlet Boxes.

Section No. 419. All outlet and pull boxes shall be made of cast iron, with openings threaded for the conduit ends, and conduits shall be screwed into these openings and made up with red lead to effect a water-tight joint. Covers shall be of cast iron and water-tight, and no other boxes or covers shall be used except under special permission of the Engineer. Cast iron outlet and pull boxes furnished and placed in the work will be paid for at the prices stipulated in Schedule Items 33 and 33-A.

SUBDIVISION 22.

Surfaces Restored.

Pavement to be Restored.

Section No. 420. As soon as the structure in any excavation or trench made within a street shall be completed and the trench backfilled, a temporary pavement shall be laid and maintained for at least four (4) months in a condition satisfactory to the Engineer; and whenever after such time the earth shall, in the opinion of the Engineer, have become sufficiently settled, the Contractor shall proceed to restore the surface to a condition similar to, and equally as good as, that existing previous to the commencement of construction.

Provisions Apply to Sewer Trenches.

Section No. 421. All the requirements as to street surface restored shall apply to the trenches for sewers, pipes or other subsurface structures along or off the line of the Railroad.

Other Sidewalks May be Laid.

Section No. 422. Nothing contained in these specifications shall be understood or construed as prohibiting the Contractor from making any arrangement with the President of the Borough or such other officer of the City as may be in charge of street paving, to lay a better or other form of street pavement in the roadway between curb lines, or to make arrangements with any property owner to lay another style of sidewalk, or other surface covering within curb lines, in place of the sidewalk or other surface covering taken up; in which case the Contractor shall file with the Commission a copy of his contract with such municipal officer or with such property owner, duly acknowledged in writing by both parties.

In case the municipal officer in charge of street paving or any property owner desires to lay a pavement in the roadway between curb lines, or a sidewalk or other surface covering within curb lines, affected by this contract, different from the one removed, and shall notify the Commission in writing that he has failed to make satisfactory arrangements for such work with the Contractor, then the Commission, in its discretion, may direct the Contractor to finish and dress off the filling over his work to such grade as the Engineer may select, and further direct him to remove from the area to be restored all material of whatever nature not required to be relaid, and to permit another contractor to lay such roadway pavement, sidewalk or other surface covering; in which case the liability ot the Contractor under this contract shall cease, as far as that part of his work is concerned, whenever the Engineer shall report to the Commission that the instructions of the Commission have been complied with, exactly the same as if the Contractor had fully completed the restoration as hereinbefore provided.

The cost of all work of finishing and dressing off the filling over his work and of the removal of all materials not required, referred to above, will be included in the prices stipulated for earth excavation, such work not to be considered in any sense as "street surface restored."

Payment for Street Surface Restored.

Section No. 423. Payment for street surface restored will be made at the prices stipulated in Schedule Item 30 (a) within curb lines and in Schedule Items 30 (e) and (f), between curb lines, which prices shall include the cost of restoring all curbs, manhole heads and covers, gratings, vault lights, etc., that formed a part of the original street surface, and of all temporary surfaces and pavements (including maintenance of same) that may be necessary to maintain traffic pending the final placing of the permanent paving. The support of the street surface between the street railroad tracks and between the rails of each track will not constitute "street surface restored;" that is, the Contractor will not be paid for street surface restored in cases where the original pavement between such street railroad tracks and such rails is not removed and replaced; nor will the area of the top surface of the rails or slot of the street railroads be measured and paid for as "street surface restored."

When required by the Engineer, the Contractor shall furnish and set contiguous to ventilating grating work and station vault light work new bluestone or eight (8) inch granite curb dressed to fit the structure. This new curb, in place, including all work, labor and material incidental thereto, will be paid for at the prices stipulated in Schedule Items 30 (i) and (k).

When required by the Engineer, the Contractor shall set such new curbs, or restore the old curbs contiguous to such grating and vault light work when new ones are not

ordered, at a new line to be established by the President of the Borough, and such additional roadway pavement as may be required thereby will be paid for at the unit price specified in the Schedule applicable thereto.

Measurements.

Section No. 424. The measurement for payment for street surface restored will be to the ordered net lines of excavation.

Outside of Net Lines.

Section No. 425. All other street surface outside the ordered net lines of excavation, either along or off the line of the Railroad, that may have become damaged, directly or indirectly, as a result of the Contractor's operations, shall be restored by the Contractor at his own cost and expense to a condition similar to and equally as good as that existing previous to the commencement of construction.

The Contractor shall maintain, and hereby guarantees, all street surface restored by him against defects and against any settlements or depressions resulting from any work performed under this contract for a period of one (1) year from and after the date of the final certificate of the completion and acceptance of the work under this contract. The Contractor must keep himself informed of the condition of the street surface restored by him and in case of any defect, settlement or depression must promptly restore said street surface and put in good condition without notice from the Commission or the Engineer. The City shall deduct and retain from the final payment to the Contractor under Article XXXVIII for the work except said maintenance of the street surface the sum of twenty thousand dollars ($20,000) until the period of maintenance and guarantee of said street surface has expired and all necessary repairs required hereunder have been made. In case the Contractor shall fail to repair any street surface in accordance with the terms of this subdivision, the City shall have the right to cause such repairs to be made and to charge the expense thereof to the Contractor and the Contractor shall promptly upon demand pay to the City the amount of any expense paid or incurred by the City in making any such repairs and the City may also deduct the amount of any such expense from said sum of twenty thousand dollars ($20,000), the certificate of the Engineer to be final and conclusive as to the amount of such expense.

SUBDIVISION 23.

Gratings, Hand-Rails, Etc.

Section No. 426. Steel gratings shall be provided and placed over fan and other ventilating chambers, and over station approaches, at places shown on the plans, or at other places if required by the Engineer. They will be constructed as shown on the detailed plans for gratings.

Steel gratings also shall be provided and placed over stations as prescribed in the preceding paragraph.

Gratings will be measured to include the outer lines of the frames of the gratings at the street surface and payment therefor will be made at the price stipulated in Schedule Item 28, which price shall include the grating in place in the work, all frames and framing, painting and all incidental work, labor and material.

Seasoned oak or ash hand-rails, of one or more horizontal rails will be placed in the Railroad over the benches containing the ducts, or at other points where directed by the Engineer. The rails shall be free from knots, sap-wood, shakes and other defects and shall have a cross grain between supports not greater than one-fourth (¼) the diameter of the rail. The rails shall be sandpapered to a smooth finish and shall receive two (2) coats of boiled linseed oil. They shall be securely fastened to the wall of the Railroad by means of expansion bolts, and as shown on the contract drawings. Measurements for payment for hand-rails will be per lineal foot of rail in place in the work, and payment therefor will be made at the price stipulated in Schedule Item 27-B, which price shall include furnishing and placing the hand-rails complete, including finishing, oiling and connections.

The roofs of the stations, where under sidewalks, shall, to as great an extent as possible, consist of vault light construction. This construction shall consist of lenses, of strong glass not exceeding three (3) inches in diameter, set in cement mortar in frames or panel sections. The joint between the glass and the cement mortar shall be made watertight by the use of an approved elastic composition which shall also serve to protect the glass for its full depth from breaking due to the contraction of the supporting slab. The construction shall be such that the lenses can be replaced without disturbing the surface of the slab. The vault light surface shall be made non-slipping by the insertion of strips, buttons or other devices of a design approved by the Engineer. The vault light construction shall be of sufficient strength to carry, when supported in a manner similar to that in which it is to be permanently set, an equally distributed load of at least five hundred (500) lbs. per square foot without signs of failure or deformation or permanent set when such test load is removed. The right is reserved to test at least one (1) frame or panel in every ten (10), as selected by the Engineer; and, if that fail, then the whole lot may be rejected. The vault lights must be set in place with cement, lead or other means to be absolutely waterproof; and the joint between the vault light construction and the supporting walls or beams shall be made watertight by the use of an approved elastic composition. Any tests required shall be at the Contractor's expense.

The area for payment for vault lights shall be to lines not exceeding one (1) foot outside of the inner faces of the supporting walls, and payment will be made at the price stipulated in Schedule Item 29, which price shall include all work, labor and material incidental to the completed vault lights in place.

SUBDIVISION 24.

Special Matters.

Section No. 427. The provisions of this subdivision are for the purpose of covering matters which are special to this contract and which are not fully covered in the general specifications, but except as herein otherwise *expressly* provided the foregoing general specifications are to be construed as applying to matters under this subdivision. In case of any conflict between the provisions of the general specifications and the provisions of this subdivision, the provisions of this subdivision shall govern.

The Contractor will be required to furnish all labor and material and to do all the work necessary to remove certain portions of the Manhattan-Bronx Rapid Transit Railroad (including the passageway and depressed track construction underneath the upper level of said Rapid Transit Railroad) operated by the Interborough Rapid Transit Company and to reconstruct certain portions of said Manhattan-Bronx Rapid Transit Railroad (including said passageway), in accordance with the contract drawings. The general character of this work will consist of the cutting out, removal and disposal of concrete, ducts and drains, hollow tile and masonry of whatever character, payment for which will be made at the price stipulated in Schedule Item 3; the cutting out, removal and disposal of steel beams and girders and steel and cast-iron columns, payment for which will be made at the price stipulated in Schedule Item 19-C, which price shall include the cost of cutting out any rivets necessary ot remove the old steel or cast iron; the resurfacing with Portland cement mortar of exposed faces of old concrete masonry in floor, roof or sidewalls of the upper level of said Rapid Transit Railroad or of said passageway underneath said upper level which have been damaged, payment for which will be made at the price stipulated in Schedule Item 11-A, which price shall include the cost of all work which may be necessary, such as washing, troweling or floating with cement mortar so as to produce a finished appearance similar to the existing masonry; and the necessary drilling of field holes for connecting new steel to the existing steel, payment for which will be made at the price stipulated in Schedule Item 20-A. The above prices shall include the cost of all incidental work, labor and material necessary to perform such work. The cost of removing any waterproofing and steel reinforcing rods is deemed to be included in the price stipulated for removing concrete or other masonry.

The prices stipulated in Schedule Items 19(b) and 20(b) shall include the cost of material delivered and erected in the work, of all cutting and filling of existing steel to which the new steel connects, of all necessary cleaning and painting, including the painting of the existing steel to which the new steel connects, and of all other incidental work, labor and material except the drilling of holes, which is paid for under Schedule Item 20-A. The quantity of metal to be paid for shall be the weight actually placed in accordance with the drawings or orders.

In excavating and removing concrete, ducts and drains, hollow tile and masonry of whatever character in the Manhattan-Bronx Rapid Transit Railroad (including passageway and depressed track construction underneath) and the rock contiguous thereto, extraordinary care must be exercised in drilling and blasting, and the drill holes shall be placed close together and light charges only shall be used in order not to endanger the adjoining property or said Rapid Transit Railroad. These materials shall be removed by methods other than blasting if, in the judgment of the Engineer, the safety of the traveling public or of said Rapid Transit Railroad shall so require.

Along the line where a vertical plane passing through the payment lines for the excavation above the ceiling line of the Manhattan-Bronx Rapid Transit Railroad as shown on contract drawing No. C-11 would cut the southbound platform of said Manhattan-Bronx Rapid Transit Railroad the Contractor shall at his own cost and expense provide all materials for and erect a six (6) inch hollow tile wall laid in Portland cement mortar as a temporary partition to afford proper protection to the Manhattan-Bronx Rapid Transit Railroad. This hollow tile wall shall extend from the floor to the ceiling of the Station of said Rapid Transit Railroad and shall be neatly plastered with Portland cement mortar on the side adjacent to the Manhattan-Bronx Rapid Transit Railroad, and upon completion of the Railroad shall, unless otherwise directed, be immediately removed and disposed of by the Contractor at his own cost and expense. Where the mezzanine platform of the Railroad joins the southbound platform of said Manhattan-Bronx Rapid Transit Railroad, the Contractor shall limit his work to the south of this partition wall, except that adjacent to the entrance stairway and escalator pit near the southeast corner of Broadway and West 42nd Street and the new stairway at the southerly end of the passageway under the tracks of said Rapid Transit Railroad the limits of the Contractor's work will be as determined by the Engineer.

The Contractor shall remove and relocate the ticket booth and station control railings and gates and their appurtenances adjacent to the top of the new stairway at the southerly end of the passageway under the tracks of the Manhattan-Bronx Rapid Transit Railroad or else he shall so prosecute his work as to avoid the necessity of such removal and relocation of such ticket booth and railings and gates. If the Contractor shall remove and relocate said ticket booth and station control railings and gates and their appurtenances instead of prosecuting his work so as to avoid the necessity for such removal and relocation, he shall at his own expense obtain all necessary permits for such removal and relocation from the Interborough Rapid Transit Company, its successors or assigns. Payment for any work of removing and relocating such ticket booth and railings and gates and their appurtenances is included in the price stipulated in Schedule Item 76-M.

The Contractor shall at all times during the prosecution of the work maintain in safe condition for continuous service the entrance to the Manhattan-Bronx Rapid Transit Railroad at the southeast corner of West 42nd Street and Broadway and the entrance from the station platform of said Rapid Transit Railroad to the Knickerbocker Hotel, payment therefor being included in the price stipulated in Schedule Item 76-M.

The Contractor shall also at all times during the prosecution of the work maintain in safe condition for continuous service and with a minimum interference with traffic the passageway under the tracks of the Manhattan-Bronx Rapid Transit Railroad as said passageway may now exist or as the same may be reconstructed in accordance with the contract drawings and the stairway leading from said passageway to the northbound platform of said Rapid Transit Railroad; and the Contractor shall also maintain in safe condition for continuous service and with a minimum interference with traffic the stairway leading from said passageway to the southbound platform of said Manhattan-Bronx Rapid Transit Railroad as said stairway may now exist or as the same may be reconstructed in accordance with the contract drawings or else shall at all times provide a temporary stairway and maintain the same in safe condition for continuous service; all to the end that said passageway and said stairways at each end and access between the station platforms by means of the same shall be maintained at all times in a safe condition and with a minimum interference with traffic and in accordance with the directions and to the satisfaction of the Engineer. Payment for such work is included in the price stipulated in Schedule Item 76-M.

The restoration of the existing station finish work of said Manhattan-Bronx Rapid Transit Railroad within the payment lines of excavation will not be included in this contract. Where said station finish work is damaged or destroyed outside said payment lines of excavation the Contractor shall restore such station finish work at his own expense.

The ducts and power cables in the Manhattan-Bronx Rapid Transit Railroad structure, under the east and west platforms of the Times Square station and along the east side of the structure between West 44th and West 46th Streets, shall be maintained without injury or interruption to the service of the power cables.

The Contractor shall maintain, support, protect, secure and underpin both temporarily and permanently in a safe condition for the continuous operation of trains the Manhattan-Bronx Rapid Transit Railroad in Forty-second Street, Broadway and private property with its appurtenances, equipment and rolling stock. If any damage or injury shall occur to said rapid transit railroad, its appurtenances, equipment or rolling stock, the Contractor shall forthwith make good such damage or injury. The Contractor shall comply with all reasonable requirements of Interborough Rapid Transit Company, its successors or assigns, as lessee of said rapid transit railroad to the end that the safe and continuous operation of trains in said rapid transit railroad shall not be interferred with and that said rapid transit railroad, its appurtenances, equipment and rolling stock, shall be maintained at all times in a safe condition. All methods of supporting, maintaining, protecting, securing and underpinning said rapid transit railroad must be approved by the Engineer before any work affecting said railroad is commenced. Such methods may, and if required by the Engineer shall, be changed during construction if in the judgment of the Engineer conditions so require, but the approval by the Engineer of the methods of doing the work or the failure of the Engineer to require any change in methods or to call attention to improper or inadequate methods will not relieve the Contractor of his responsibility.

The Contractor shall be solely responsible for the support, maintenance, safety and protection of said Manhattan-Bronx Rapid Transit Railroad, its appurtenances, equipment and rolling stock, and for the safety and protection of all passengers and other persons and of all property therein and he shall be solely responsible and liable for any damage thereto (except only the removal of such parts thereof as the Contractor is expressly required by this contract to remove) and for all injuries to person or property therein occurring on account of the performance of the work under this contract, whether due to the negligence, fault or default of the Contractor or not. And the Contractor shall indemnify and save harmless the City from liability upon any and all claims on account of such damage to said rapid transit railroad, its appurtenances, equipment or rolling stock, or on account of such injuries to person or property or on account of the interruption of train operation or on account of any work done by the Contractor on or affecting said rapid transit railroad and from all costs and expenses in suits which may be brought against the City for such damages, injuries, interruption or work. The Contractor shall also indemnify and save harmless Interborough Rapid Transit Company, its successors and assigns, from all loss and expense on account of damage to said Manhattan-Bronx Rapid Transit Railroad, its appurtenances, equipment or rolling stock, or on account of injury to person or property or interruption of train operation occurring on account of the performance of the work under this contract or on account of any suits which may be brought against the Interborough Rapid Transit Company, its successors or assigns, for any such injury to person or property. The liability of the Contractor hereunder is absolute and is not dependent upon any question of negligence on his part or on the part of his agents, servants or employees and neither the approval by the Engineer of the methods of doing the work nor the failure of the Engineer to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor in case of any such damage or injury.

Payment for the support, maintenance, temporary and permanent underpinning, safety and protection of said Manhattan-Bronx Rapid Transit Railroad (including surface railroads and subsurface structures supported thereon or thereover) with its appurtenances, equipment and rolling stock and for the safety and protection of all passengers and other persons and of all property therein will be made at the price stipulated in Schedule Item 76-M, which price shall include the cost of all work, labor and material, both temporary and permanent, incidental to such support, maintenance, underpinning, safety and protection and not a part of the Railroad structure as indicated on the contract drawings, whether or not such work or material is within or without or partly within and partly without the net lines of the Railroad structure. Payment will be made at the Schedule prices applicable thereto for all work, labor and materials required for the construction of the Railroad as indicated on the contract drawings and forming part of the Railroad as indicated on the contract drawings.

The Contractor will be expected to prosecute all work of removing portions of the depressed track construction underneath the upper level of the Manhattan-Bronx Rapid Transit Railroad in accordance with the contract drawings and of maintaining, supporting, protecting, securing and underpinning said Manhattan-Bronx Rapid Transit Railroad, with its appurtenances, equipment and rolling stock, entirely below the bottom of the floor of said upper level of said Manhattan-Bronx Rapid Transit

Railroad and without entering into or upon any portion of said upper level of said Manhattan-Bronx Rapid Transit Railroad, including as a part of such upper level the station platforms and the tracks, and without entering into or upon any portion of the passageway underneath said upper level or any portion of the stairways at each end of said passageway. If the Contractor shall desire, for the purpose of removing said depressed track construction or of maintaining, supporting, protecting, securing or underpinning said Manhattan-Bronx Rapid Transit Railroad, to do any work above the bottom of the floor of said upper level of said Manhattan-Bronx Rapid Transit Railroad or to enter into or upon said upper level or said passageway or stairways, then the Contractor shall at his own expense procure all necessary permits or privileges therefor from the Interborough Rapid Transit Company, its successsors or assigns. The City shall not be under any obligation to procure any such permit or privilege for the Contractor. The City will except as herein elsewhere provided secure for the Contractor any necessary permits or privileges for reconstructing said passageway underneath said upper level of said Manhattan-Bronx Rapid Transit Railroad and the stairway at the southerly end of said passageway and for reconstructing the southbound platform of said Rapid Transit Railroad where the mezzanine platform of the Railroad adjoins said southbound platform including the work of reconstructing the entrance stairway and constructing the escalator pit near the southeast corner of Broadway and West 42nd Street; provided, however, that as hereinbefore provided the limits of the Contractor's work in reconstructing said passageway and said stairway at the southerly end of said passageway will be as determined by the Engineer and that the Contractor shall limit his work where the mezzanine platform of the Railroad adjoins the southbound platform of said Manhattan-Bronx Rapid Transit Railroad to the south of the partition wall to be erected by the Contractor except that the limits of the Contracor's work adjacent to the entrance stairway and escalator pit near the southeast corner of Broadway and West 42d Street will also be as determined by the Engineer; and provided further that the Contractor shall so conduct all such work as to cause as little interference as possible with the use of said passageway and stairways and of said southbound platform of said Rapid Transit Railroad and to that end shall comply with all requirements of the Engineer and all reasonable requirements of the Interborough Rapid Transit Company, its successors or assigns, as to the manner, time and methods of such work. The Contractor shall be solely responsible for all injuries to person or property, including injuries to person or property of passengers and intending passengers of said Manhattan-Bronx Rapid Transit Railroad and the agents and employees of the Interborough Rapid Transit Company, its successors or assigns, occurring on account of such work, and in addition to indemnifying the City from liability upon any claims for damages on account of any such injuries to person or property and from all costs and expenses in suits which may be brought against the City on account of any such injuries to person or property, shall also indemnify the Interborough Rapid Transit Company, its successors and assigns, from all loss and expense on account of any such injuries to person or property or on account of any suits which may be brought against the Interborough Rapid Transit Company, its successors or assigns, on account of any such injuries to person or property, and the Contractor shall, if so required by the Commission, enter into such stipulations and agreements with the Interborough Rapid Transit Company, its successors or assigns, as the Commission may require, whereby the Contractor shall assume and affirm its liability to indemnify said Interborough Rapid Transit Company, its successors or assigns, as provided in this contract.

On contract drawing No. A-3 there is indicated in dotted lines a proposed passageway to Seventh Avenue through West 40th Street. The construction of this passageway or any part thereof may be required under this contract, and if so required will be paid for at the prices stipulated in the Schedule of Unit Prices applicable thereto.

A portion of the upper vault of the Knickerbocker Hotel building, located at the southeast corner of Broadway and West 42nd Street, extends over the roof of the Railroad and the Railroad structure will be designed to support it. The Contractor shall maintain, protect and support said portion of said upper vault during construction and shall build a permanent foundation for said portion of said upper vault on top of the Railroad structure. The Contractor shall also maintain, protect and secure during construction and, where necessary, permanently and safely underpin the remainder of said building, including the upper vault. Payment for maintaining, protecting, supporting, securing and where necesary underpinning said Knickerbocker Hotel building (including the upper vault) will be made at the price stipulated in Schedule Item 4-II, which price shall include the cost of making good any damage to such building or vault and shall also include the cost of building the permanent foundation for the upper vault of said building on top of the Railroad structure.

The Contractor shall maintain, protect and secure during construction and, where necessary, permanently and safely underpin the Times Building located on the west side of Broadway between West 42nd and West 43rd Streets. Payment for maintaining, protecting, securing and where necessary underpinning said Times Building will be made at the price stipulated in Schedule Item 4-JJ.

The Contractor shall maintain, protect and secure during construction and, where necesary, permanently and safely underpin the Longacre Building located at the northeast corner of Broadway and West 42nd Street. Payment for maintaining, protecting, securing and where necessary underpinning said Longacre Building will be made at the price stipulated in Schedule Item 4-KK. The Contractor's attention is called to the fact that a portion of this building rests upon the roof of the Manhattan-Bronx Rapid Transit Railroad.

The Contractor shall maintain, protect and secure during construction and, where necessary, permanently and safely underpin the Public Comfort Station located in Times Square on the south side of West 47th Street. Payment for maintaining, protecting, securing and where necessary underpinning said Public Comfort Station will be made at the price stipulated in Schedule Item 4-LL.

The prices stipulated in Schedule Items 4-JJ, 4-KK and 4-LL shall include the cost of making good any damage to such buildings or structures.

All work, labor and material in connection with the placing of column C-27 in the Times Building vaults at the northwest corner of West 42nd Street and Broadway, below the payment lines of excavation as indicated on contract drawing No. C-19, will be paid for at the prices stipulated in Schedule Item 9-G, which price shall include the cost of cutting through the vault floors, excavation for the foundation of the column and the restoration of the vault floors made necesary by the above cutting to place the column and the concrete for the foundation of Column C-27. The steel in column and grillage will be paid for at the prices stipulated in Schedule Items 19 and 20.

It may be necesary in connection with the work at the northwest corner of Broadway and West Forty-second Street in accordance with the contract drawings to remove and cut off certain columns and beams supporting the sidewalk and the vault floors of the Times Building at that point. The Contractor shall, if so required by the Engineer, provide such temporary or permanent supports or both for said sidewalk and vault floors as the Engineer may direct. Payment for any such temporary or permanent supports or both so required by the Engineer will be made as provided in Article XII.

The Contractor will be required to install a temporary cross-connection between the 30-inch gas main in West 46th Street west of Broadway and the 20-inch gas main in Broadway north of West 46th Street, as indicated on contract drawing No. C-601. In making the restoration of the original system the Contractor shall remove the temporary cross-connection described above and shall restore the original connections. All work, labor and material of whatever character necessary to install and remove the temporary cross connection and to restore the original connections will be paid for as provided in Article XII. The maintenance of such cross-connection will be at the Contractor's own expense.

The Contractor will, as hereinbefore provided, be required to keep in service during the term of this contract the 48-inch water main crossing Broadway at West 40th Street. All work, labor and material of whatever character necessary for the maintenance of said main shall, as hereinbefore provided, be deemed to be included in the prices stipulated for excavation.

The Consolidated Telegraph & Electric Subway Company has a large bank of ducts crossing Broadway on the north side of West 40th Street, containing important cables, among which are several high tension cables, at least one of the latter being subject to a cash penalty for any discontinuance of service. The Contractor shall use extreme care in the maintenance of this bank of ducts and shall, as hereinbefore provided, prosecute the work so that the service will not be interfered with. All the work, labor and material of whatever character necessary for said maintenance shall, as hereinbefore provided, be deemed to be included in the prices stipulated for excavation.

The working space indicated on the contract drawings for Contractor's working plant in the triangular space formed by the intersection of Broadway and Seventh Avenue, near the north side of West 43rd Street, is at present occupied by the working plant of another contractor engaged in the construction of that portion of the Seventh Avenue Subway known as Section No. 6-A of Routes Nos. 4 & 38. It is expected that the work on Section No. 6-A will be expedited so that said space will be available when necessary for prosecuting the work under this contract; but in the event that the space is not vacated prior to the time when it may be necessary for the prosecution of the work under this contract, the Commission will, upon receipt of a written request from the Contractor for said space, exercise its right to cause said space to be surrendered by the contractor for Section No. 6-A upon ten (10) days' notice to said contractor from the Engineer unless, in the opinion of the Engineer, the contractor for Section No. 6-A should be permitted to continue its occupation of the space for a further period in order to complete certain work of construction under its contract; in which event the Commission reserves the right to permit the contractor for Section No. 6-A to continue its occupation of the space for such period as may be determined by the Engineer not exceeding thirty (30) days from the date of delivery of this contract. If the contractor for Section No. 6-A has not completed placing the roof steel adjacent to the working space, the Contractor hereunder shall make such provision as the Engineer may require to enable the contractor for Section No. 6-A to insert the remaining roof beams from the west side of Broadway.

The City has entered into an agreement with Rapid Transit Subway Construction Company, contractor for that portion of the Seventh Avenue Subway known as Section No. 6 of Routes Nos. 4 and 38, with respect to a temporary gas by-pass installed on trestles by said Rapid Transit Subway Construction Company from the west side of Seventh Avenue over the north side of Forty-second Street to the east side of Broadway. By the terms of said agreement said Rapid Transit Subway Construction Company agrees upon the completion of the construction of said Section No. 6 of Routes Nos. 4 and 38 and whenever in the opinion of the Engineer it shall have completely performed its contract and all work under its contract except with respect to the removal of said by-pass and trestle in Forty-second Street and the restoration of the original system, to turn over and deliver to the Contractor hereunder in a good, safe and sound condition all of said by-pass and trestle in Forty-second Street on account of the construction of the Railroad hereunder and to enter into an agreement in a form to be prepared by Counsel to the Commission transferring to the Contractor hereunder all its right, title and interest in and to said by-pass and trestle. The City agrees to provide in this contract that the Contractor hereunder shall accept said by-pass and trestle in Forty-second Street so turned over and delivered to him and shall assume the maintenance thereof from and after the time when the same shall be so turned over to him and shall remove and dispose of the same and restore the original system in place thereof. The Contractor shall accordingly accept said by-pass and trestle in Forty-second Street so turned over and delivered to him and shall enter into an agreement in a form to be prepared by Counsel to the Commission accepting all the right, title and interest of said Rapid Transit Subway Construction Company in and to said by-pass and trestle and shall assume the maintenance of said by-pass and trestle from and after the time when the same shall be so turned over to him and shall remove and dispose of the same and restore the original system in place thereof. The restoration of the original system will include connections with mains restored along those portions of the Seventh Avenue Rapid Transit Railroad now under construction known as Sections Nos. 6 and 6-A of Routes Nos. 4 and 38, as directed by the Engineer. All such work shall be done by the Contractor at his own expense.

CHAPTER IV.

Security to Be Furnished by Contractor.

Contractor's Bond

Article XXVII. Simultaneously with the execution and delivery of this contract the Contractor shall give security for the performance of his obligation by filing with the Comptroller a bond in the form annexed hereto and entitled "Form of Contractor's Bond," executed by the Contractor and by two or more sureties to be corporations or persons approved by the Commission, in the sum of six hundred thousand dollars ($600,000). The execution of the bond must be duly proved before the delivery of the bond in the form essential to proof to entitle a deed to record in the State of New York and full affidavits of justification of the sureties must be added. In case any of the sureties upon the bond shall become insolvent or unable in the opinion of the Commission to pay promptly the amount of such bond to the extent to which such surety might be liable, then the Contractor within ten (10) days after notice by the Commission to the Contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety approved by the Commission in place of the surety so insolvent or unable. If the Contractor shall fail within such ten (10) days or such further time, if any, as the Commission may grant to substitute another and sufficient surety, then the Contractor shall, if the Commission so elect, be deemed to be in default in the performance of his obligations hereunder and upon the said bond, and in addition to any and all other remedies, and the Commission may terminate this contract or may bring any proper suit or proceeding against the Contractor and the sureties or either of them or may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract the amount for which the surety insolvent or unable as aforesaid shall be held and bound upon the bond; and the moneys so deducted shall be held by the Comptroller as collateral security for the performance of the condition of the bond and such moneys shall in such case be deemed to have been paid to the Contractor upon this contract.

Deposit of Cash or Securities.

Article XXVIII. The Contractor may, upon the approval of the Commission, deposit with the Comptroller in lieu of said bond cash equal in amount to the entire amount of the said bond or securities which are worth not less than the entire amount of such bond. If securities be deposited, they shall be securities which are lawful for the investment of funds of savings banks within the State of New York and shall be approved by the Commission. A schedule of such securities with their values shall be annexed hereto and entitled Schedule of Securities, and there shall be deposited with such securities the written approval of the Commission which it shall give when satisfied as to the character and value thereof. All securities when deposited must be payable to, or run in favor of, or be transferred to, the Comptroller. In case any of the securities so deposited shall, in the opinion of the Commission, at any time cease to be of the character of securities which are lawful for the investment of the funds of savings banks within the State of New York or shall in the opinion of the Commission at any time become of less value than the value stated for it or them in the said schedule, then within ten (10) days after notice to the Contractor of the objection of the Commission, the Contractor shall either substitute therefor securities which shall be approved by the Commission as of the character aforesaid and as being of at least the value of the former securities to which the Commission shall have objected as such value was originally stated in the said schedule or shall deposit with the Comptroller in cash the amount of such value of such former securities as so originally stated. In case the Contractor shall not within such ten (10) days or such further time, if any, as the Commission may grant substitute such new securities or make such deposit of cash, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor, the Commission may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract the amount of the original valuation of such securities objected to, and to hold such amount in lieu of such securities as if part of the original deposit or as if deposited with the Comptroller as aforesaid, and such amount shall in such case be deemed to be paid to the Contractor upon this contract. The securities so objected to shall upon such substitution of securities or deposit of cash in lieu thereof be returned to the Contractor.

City to Collect Interest.

The City shall from time to time collect all interest, dividends and other income on any securities deposited by the Contractor and shall pay the same, when and as collected, to the Contractor. If the securities are in the form of coupon bonds, the coupons as they respectively become due shall be delivered to the Contractor. If the deposit be made in cash, interest shall be paid to the Contractor on such deposit at the average rate of interest received by the City on its bank balances during such period. Provided, however, that the Contractor shall not be entitled to interest, dividends or other income on any cash which shall be used or applied as hereinafter provided or on any securities the proceeds of which shall be used or applied as hereinafter provided.

Security for.

Article XXIX. The said deposit, whether in cash or securities, in the form and as the same shall at any time be, shall be security for the faithful performance by the Contractor of all the covenants, conditions and requirements specified and provided for in this contract. In case of any default on the part of the Contractor in such performance and in the further case that the City shall for or by reason of such default, whether by reason of employment of another contractor or contractors or otherwise, incur or become liable for expense or be required to make any payment or incur or suffer any loss or damage, then the Comptroller shall, upon the requirement of the Commission, forthwith pay or apply to the use of the City the amount of such expense, payment, loss or damage, including any liquidated damages, out of the said deposit in cash or securities or out of the portion of the deposit remaining at the time.

Sale of Securities.

Article XXX. If such deposit be in securities, the Comptroller shall, upon the requirement of the Commission, in order to make such payment or application to the use of the City, sell at public auction in New York any of the securities which may then constitute part of such deposit upon notice to be published in three daily newspapers, the first publication to be not less than ten (10) days before the sale and such publication to be made three (3) times within such ten (10) days. The Comptroller in his discretion may, and upon the requirement of the Commission shall, adjourn such sale from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and without further notice or publication, he may make such sale at the time and place to which the same shall be so adjourned. The Comptroller shall, upon the requirement of the Commission, deduct from the proceeds of any such sale all expenses thereof and of such advertisement and pay and apply to the use of the City so much of the residue of such proceeds as may be necessary for the purpose aforesaid. And the Contractor within ten (10) days after notice from the Commission so to do shall by further deposit, according to the requirement of the Commission, of money or securities of the character aforesaid approved by the Commission restore the said deposit with the Comptroller to the full amount originally required; and in case the Contractor shall not within such ten (10) days or such further time, if any, as may be granted by the Commission, make such further deposit of money or securities, he shall, if the Commission so elect, be deemed to be in default in the performance of his obligations under this contract; and in addition to any and all other remedies against the Contractor the Commission may require the Comptroller to deduct from any moneys then due or which thereafter may become due to the Contractor under this contract such amount as may be necessary to restore the said deposit with the Comptroller to the full amount originally required; and the Comptroller shall hold the money so deducted as if part of the original deposit or as if deposited with him as aforesaid; and such amount shall in such case be deemed to be paid to the Contractor upon this contract. In addition to, or in lieu of, the sale above provided for, the Commission may, in the name and in behalf of the City, bring any appropriate suit or proceeding in any proper court to enforce the lien and claim of the City in and upon the said deposit, whether such deposit be in money or securities.

Retention of Security.

Article XXXI. If at any time when the Contractor shall otherwise be entitled to a return of the said deposit, there shall be pending any claim for injury or alleged injury to person or property occurring or alleged to have occurred on account of the work hereunder, whether by reason of the negligence, fault or default of the Contractor or otherwise, or any claim for infringement or alleged infringement of patents, or any other claim on account of any neglect, fault or default or alleged neglect, fault or default of the Contractor, for which it shall be claimed that the City shall be liable, then and in that case the said deposit, including all interest, dividends and other income thereafter accruing thereon or such part thereof as the Commission may prescribe shall, upon the requirement of the Commission, be reserved by the Comptroller as security to the City against such claims for a time not exceeding the time when such claims would be legally barred. If and when the liability of the City on such claim or claims shall have been established by a judgment of a court of competent jurisdiction or such claim or claims shall have been admitted by the Contractor to be valid, the City may deduct the amount of such claim or claims from the said deposit before the balance of the said deposit shall be returned to the Contractor as hereinafter provided. For the purpose of making such deduction the Comptroller may sell any of the securities which may constitute part of such deposit in the manner provided in Article XXX.

On Completion of Work.

Article XXXII. When the Contractor shall have fully completed the Works according to the terms of this contract and the Commission shall so certify, the Comptroller shall pay and deliver to the Contractor the said deposit or so much thereof as shall not be reserved, or shall not have been used or applied, for any of the purposes herein mentioned.

Retained Percentages.

Article XXXIII. In addition and as further security there shall be deducted fifteen per centum (15%) of the amounts certified from time to time to be due to the Contractor until the amount so deducted and retained shall equal ten per centum (10%) of the total estimated amount to be paid to the Contractor under this contract as calculated from the estimated approximate quantities and the prices contained in the Schedule of Unit Prices in the Contractor's Proposal. Thereafter there shall be so deducted and retained for such purpose ten per centum (10%) of the amounts certified from time to time to be due to the Contractor. Such retained percentages shall be held as further security for the faithful performance by the Contractor of all the conditions, covenants and requirements specified and provided for in this contract. The Contractor may from time to time withdraw portions of the amounts so retained upon depositing with the Comptroller corporate stock of the City of a market value equal to the amount withdrawn, in which event the provisions of this chapter in respect of securities shall apply to such corporate stock.

CHAPTER V.

Payments to Contractor.

Partial Payments.

Article XXXV. In order to assist the Contractor to prosecute the work advantageously, the Engineer shall, from time to time as the work progresses, but not more often than once a month, make in writing an estimate, such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated in the work by the Contractor according to the terms of this contract (but it is understood that in making such estimates the Engineer shall not necessarily be governed by the prices contained in the Schedule of Unit Prices), provided, however, that estimates may at any time be withheld or reduced if, in the opinion of the Engineer, the work is not proceeding in accordance with this contract. The first such estimate shall be of the amount and value of the work done and materials incorporated in the work since the Contractor commenced the performance of this contract on his part. Every subsequent estimate except the final estimate shall be of the amount and value of the work done and materials incorporated in the work since the last preceding estimate was made, provided, however, that no such estimate shall be required to be made when, in the judgment of the Engineer, the total value of the work done and materials incorporated in the work since the last preceding estimate amounts to less than ten thousand ($10,000) dollars. The Engineer shall further include accepted structural steel of all classes delivered on the site of the work or on the property owned or leased by the City, but not incorporated in the work, at an amount equal to sixty per centum (60%) of an average price for such steel. Such average price shall be obtained by dividing the sum of the prices stipulated in Schedule Items 19 and 20 by four. But the quantity of such structural steel included in any partial estimate or estimates shall not exceed the quantity of such material, as determined by the Engineer, required for the ensuing six (6) months, and any material included in a partial estimate which may subsequently become unsatisfactory shall be deducted from succeeding partial estimates. All such steel so accepted shall be and become the property of the City, and the Contractor at his own expense shall promptly execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Commission for any and all such steel included in any such partial estimate, proper bills of sale or other instruments in writing in a form and as required by Counsel to the Commission from the Contractor and from any person, firm or corporation manufacturing for, or selling or shipping or delivering to, the Contractor any such steel, conveying and assuring to the City title to such steel included in such estimate free from all liens and encumbrances and the Contractor at his own expense shall mark such steel as the property of the City and shall take such other steps, if any, as Counsel to the Commission may require or regard as necessary to vest title in the City to such steel free from all liens and encumbrances. No materials not incorporated in the work, excepting such structural steel, shall be included in any estimate. The Engineer shall, subject, however, to all the provisions of this contract, further include in each partial estimate after the Contractor shall have begun actual work which in the opinion of the Engineer affects the Manhattan-Bronx Rapid Transit Railroad a proportionate share or amount, to be estimated by the Engineer, of one-half of the price stipulated in Schedule Item 76-M, such proportionate share or amount being determined by the proportion that the period during which the work included in such partial estimate was performed bears to the total period from the date when such actual work affecting said Rapid Transit Railroad was begun to the expiration of the time stipulated in this contract for the completion of the Railroad.

Not by Strict Measurement.

Article XXXVI. Such estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

Vouchers.

Article XXXVII. Upon each such estimate being made and certified in writing to the Commission, the Commission shall prepare and certify a voucher for eighty-five (85) or ninety (90) per centum of the amount stated in such estimate or certified to be the value of the work done and materials furnished as provided in Article XXXIII, and the City shall within thirty (30) days after the date of the certification of such voucher by the Commission pay the same; provided, however, that the City may at all times reserve and retain from said partial payments or any of them, in addition to the ten (10) or fifteen (15) per centum above mentioned to be retained and reserved, any sum or all sums which by the terms hereof or of any law of the State of New York it is or may be authorized to reserve or retain.

Article XXXVII-A. If the Contractor shall within twenty (20) months from the date of the delivery of this contract complete the Railroad in all respects and remove his plant, tools and surplus materials therefrom and perform such other work covered by this contract as may be necessary to put the Railroad in condition for immediate, full and continuous operation, then and in that event, but not otherwise, the Engineer shall so certify in writing to the Commission, and the Commission shall upon the receipt of such certificate prepare and certify a voucher for sixty per centum (60%) of the total amount of the sums deducted from partial payments theretofore made to the Contractor and held by the City as security at the date of such certificate pursuant to the terms of Article XXXIII, and the City shall within thirty (30) days after the date of the certification of such voucher by the Commission pay the same; provided, however, that the City may reserve and retain from said payment any sum or all sums which by the terms hereof or of any law of the State of New York it is or may be authorized to reserve or retain. But no such payment shall in any event be made under this Article unless the Contractor shall as aforesaid have completed the Railroad in all respects and removed his plant, tools and surplus materials therefrom and performed such other work covered by this contract as may be necessary to put the Railroad in condition for immediate, full and continuous operation within twenty (20) months from the date of delivery of this contract.

Final Estimate.

Article XXXVIII. Whenever, in the opinion of the Engineer, the Contractor shall have completely performed this contract on his part and all work under this contract except the maintenance of street surface restored, the Engineer shall so certify in writing to the Commission and in his certificate shall state from actual measurements the whole amount of work done by the Contractor and also the value of such work under and according to the terms of this contract. On the expiration of ninety (90) days after the acceptance by the Commission of the work herein agreed to be done by the Contractor except the maintenance of street surface restored and the filing of a certificate of the completion and acceptance of said work in the office of the Comptroller signed by the Engineer and the Commission, the City shall pay to the Contractor the amount remaining after deducting from the amount or value of such work under and according to the terms of this contract as stated in such last-mentioned certificate all such sums as shall theretofore have been paid to the Contractor under any of the provisions of this contract (exclusive of interest, if any, paid under the provisions of Article XXXIX) and also any sum or all such sums of money as by terms hereof the City is or may be authorized to reserve or retain, including the sum of twenty thousand dollars ($20,000) to be retained under the provisions of Section No. 425 of the specifications; provided, that nothing herein contained shall be construed to affect the right hereby reserved, of the Commission to reject the whole or any portion of the aforesaid work should the said certificate be found or known to be inconsistent with the terms of this contract or otherwise improperly given. All prior certificates upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate, which final certificate may be made without notice thereof to the Contractor or of the measurements upon which it is based. Whenever the period of maintenance and guarantee of the street surface restored provided for in Section No. 425 of the specifications shall have expired and all necessary repairs to said street surface required under said Section No. 425 shall have been made and the Engineer shall so certify in writing to the Commission, the City shall pay to the Contractor on the expiration of forty (40) days after the filing in the office of the Comptroller of a certificate of the completion and acceptance of said street surface restored, signed by the Engineer and the Commission, the said sum of twenty thousand dollars ($20,000) retained under the provisions of Section No. 425, except so much thereof, if any, as the City may have used or applied, or may reserve or retain, under the terms of this contract.

Interest on Delayed Payments.

Article XXXIX. If the payment of the amount due the Contractor on any voucher shall be delayed beyond the time stipulated in Article XXXVII in the case of partial payment, or Article XXXVII-A in the case of the payment, if any, to be made thereunder, or Article XXXVIII in the case of final payments, the City shall pay the Contractor interest on such amount at the rate of four and one-half per centum (4½%) per annum for the period of such delay; it being understood that such payments of interest, if any, are to be in lieu of any claim of the Contractor for alleged damages for breach of contract or otherwise in case of delayed payments. Provided, however, that the Contractor shall not be entitled to interest on any sum or sums which by the terms hereof or of any law of the State of New York the City may be authorized to reserve or retain. The term for which interest shall be paid shall be reckoned, in the case of a partial payment, or in the case of a payment under Article XXXVII-A, from the thirtieth day after the certification of such voucher by the Commission, and in the case of the final payment mentioned in Article XXXVIII for the work except the maintenance of the street surfaces from the ninetieth day after the acceptance of said work by the Commission and the filing of such certificate of the completion and acceptance of said work in the office of the Comptroller, and in the case of the final payment mentioned in Article XXXVIII for said sum of twenty thousand dollars ($20,000) retained under the provisions of Section No. 425 from the fortieth day after the acceptance by the Commission of the street surface restored and the filing of such certificate of the completion and acceptance of said street surface restored in the office of the Comptroller, to the date of payment of the voucher. The date of payment of a voucher shall be considered the day on which the voucher is ready for payment as evidenced by the records of the Department of Finance. If interest shall become due on any partial payment, or a payment under Article XXXVII-A, the amount thereof, as determined by the Commission, shall be added to a succeeding payment. If interest shall become due on a final payment, it shall be paid on a supplementary voucher prepared by the Commission and forwarded to the Comptroller for payment in the usual manner.

No Estoppel.

Article XL. The City shall not nor shall any Department or officer thereof be precluded or estopped by any return or certificate made or given by the Commission, the Engineer or any other officer, agent or appointee thereof under any provision of this contract from at any time either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the work done and materials furnished by the Contractor or any other person under this contract or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular or that the work and materials or any part thereof do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this contract or the specifications.

No Waiver.

Article XLI. Neither the acceptance of the Commission or its Engineer or any of its employees nor any order, measurement or certificate by the Engineer nor any order by the Commission for payment of money nor any payment for, nor acceptance of,

the whole or any part of the work nor any extension of time nor any possession taken by the Commission or its employees shall operate as a waiver of any portion of this contract or of any power herein reserved to the Commission or of any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

Final Payment to Terminate Liability of City.

Article XLII. The acceptance of a payment of part of the retained percentages provided for in Article XXXVII-A shall be and shall operate as a release to the City from all claim and liability to the Contractor for anything theretofore done, or furnished for, or relating to, the work or for any prior act, neglect, fault or default of the Commission, the City or of any person relating to or affecting the work, except only the claim against the City for the remainder of the amounts kept or retained as provided in this contract and for any amounts thereafter becoming due to the Contractor for work theretofore performed under this contact, and the acceptance by the Contractor of the final payment mentioned in Article XXXVIII for the work except the maintenance of the street surfaces shall be and shall operate as a release to the City from all claim and liability to the Contractor for anything theretofore done or furnished for, relating to, the work or for any prior act, neglect, fault or default of the Commission, the City or of any person relating to or affecting the work, except only the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in this contract including the said sum of twenty thousand dollars ($20,000) retained under the provisions of Section No. 425, and the acceptance by the Contractor of the final payment mentioned in Article XXXVIII after the expiration of the period of maintenance and guarantee of the street surfaces for said sum of twenty thousand dollars ($20,000) retained under the provisions of Section No. 425, shall be and shall operate as a release to the City from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act, neglect, fault or default of the Commission, the City or of any person relating to or affecting the work except only the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in this contract.

Contractor's Claims for Damage—Statements of Damage to Be Filed with Engineer.

Article XLIII. If the Contractor shall claim compensation for any damage sustained by reason of any act, neglect, fault or default of the City or the Commission, or their agents, he shall, within ten (10) days after the sustaining of such damage, make a written statement to the Engineer of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, his claim for compensation may in the discretion of the Commission be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

Lien Law.

Article XLIV. If at any time before or within thirty (30) days after the whole work agreed herein to be performed has been completed and accepted by the City, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Commission and with the Comptroller any such notice as is described in the Lien Law, the City may retain from any moneys which would otherwise be payable to the Contractor hereunder by the City an amount or amounts sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions brought to enforce such lien created by the filing of such notice, until such lien shall be discharged as provided by law. If such lien shall be foreclosed according to law, then the City may pay the amount necessary to satisfy such lien, with interest and costs, to the person entitled thereto, and such payment shall be deemed to be a payment hereunder to the Contractor by the City. If the amount or amounts so retained shall not be sufficient to satisfy such lien so foreclosed with interest and costs, the deficiency may be retained by the City out of any moneys thereafter becoming due to the Contractor hereunder.

CHAPTER VI.

Contractor's Liability for Injuries to Persons or Property.

Contractor Approves Plans as Involving No Damage.

Article XLV. The Contractor expressly admits and covenants that the drawings and specifications and other provisions of this contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the foundations, walls or other parts of adjacent, abutting or overhead buildings or structures or surfaces, including the Manhattan-Bronx-Rapid Transit Railroad, its appurtenances, equipment and rolling stock; and the Contractor will at his own expense make good any damage that shall, in the course of construction, be done to any such foundations, walls or other parts of adjacent, abutting or overhead buildings or structures or surfaces. The liability of the Contractor under this covenant is absolute and is not dependent upon any question of negligence on his part or on the part of his agents, servants or employees, and the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such damage.

It is the intention of the parties to this contract, and it is agreed, that in addition to indemnifying the City against all claims for damages, the Contractor shall also be liable to the owners of adjacent, abutting or overhead property, buildings or structures, including the Manhattan-Bronx Rapid Transit Railroad, its appurtenances, equipment and rolling stock, and to all tenants, lessees or occupants of such buildings or structures for all physical injuries to person or property which may be occasioned by the work of construction, even in cases where such owners,, tenants, lessees or occupants have no legal claim against the City for such injuries.

Traffic to Be Maintained.

Article XLVI. The Contractor shall during the performance of the work safely maintain the traffic on streets, avenues, highways and other public places as provided in the specifications and shall take all necessary precautions and place proper guards for the prevention of accidents and shall put up and keep at night suitable and sufficient lights.

Indemnification for Accident, Etc.

Article XLVII. The Contractor shall be solely responsible for all physical injuries to person or property occurring on account of the work hereunder, and shall indemnify and save harmless the City from liability upon any and all claims for damages on account of such injuries to person or property, or on account of any neglect, fault or default of the Contractor and from all costs and expenses in suits which may be brought against the City on account of any such injuries to person or property, or on account of any such neglect, fault or default; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify the City against all claims for damages to person or property occasioned by or resulting from blasting or other methods or processes in the work of construction whether such damages be attributable to negligence of the Contractor or his employees or otherwise. If compensation for any such damages to property shall be included in any judgment or award in any action or proceeding, the Contractor shall upon demand from the Commission, promptly reimburse the City for any payments made by it on account thereof.

The Contractor shall be solely responsible for the support, maintenance, safety and protection of said Manhattan-Bronx Rapid Transit Railroad, its appurtenances, equipment and rolling stock, and for the safety and protection of all passengers and other persons and of all property therein and he shall be solely responsible and liable for any damage thereto (except only the removal of such parts thereof as the Contractor is expressly required by this contract to remove) and for all injuries to person or property therein occurring on account of the performance of the work under this contract, whether due to the negligence, fault or default of the Contractor or not. And the Contractor shall indemnify and save harmless the City from liability upon any and all claims on account of such damage to said rapid transit railroad, its appurtenances, equipment or rolling stock, or on account of such injuries to person or property or on account of the interruption of train operation or on account of any work done by the Contractor on or affecting said rapid transit railroad and from all costs and expenses in suits which may be brought against the City for such damage, injuries, interruption or work. The Contractor shall also indemnify and save harmless the Interborough Rapid Transit Company, its successors and assigns, from all loss and expense on account of damage to said Manhattan-Bronx Rapid Transit Railroad, its appurtenances, equipment or rolling stock, or on account of injury to person or property or interruption of train operation occurring from the performance of the work under this contract or on account of suits which may be brought against the Interborough Rapid Transit Company, its successors or assigns for any such injury. The liability of the Contractor hereunder is absolute and is not dependent upon any question of negligence on his part or on the part of his agents, servants or employees, and neither the approval by the Engineer of the methods of doing the work nor the failure of the Engineer to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor in case of any such injury to person or property.

Money Due the Contractor May Be Retained to Meet Claims.

Article XLVIII. In case any claim shall be made by any person or corporation against the Contractor or the City for injury or alleged injury to person or property occurring or alleged to have occurred on account of the work hereunder, whether by reason of the negligence, fault or default of the Contractor or otherwise, or for any infringement or alleged infringement of patents or for any neglect, fault or default or alleged neglect, fault or default of the Contractor, the amount of such claim or so much thereof as the Commission may deem reasonable shall, upon the requirement and in the discretion of the Commission, be retained by the Comptroller out of any moneys then due or thereafter growing due to the Contractor hereunder (in addition to the other sums herein authorized to be so retained) as security for the payment of such claim or claims. If and when the liability of the City or the Contractor on such claim or claims shall have been established by a judgment of a court of competent jurisdiction or such claim or claims shall have been admittted by the Contractor to be valid, the said claim or claims may be paid from the amount so retained and the balance, if any, paid to the Contractor. Should there be any unsatisfied claim or claims for injury or alleged injury to person or property occurring or alleged to have occurred on account of the work hereunder, whether by reason of the negligence, fault or default of the Contractor or otherwise, or for any infringement or alleged infringement of patents or for any neglect, fault or default or alleged neglect, fault or default of the Contractor at the time when a voucher for a payment of part of the retained percentages under Article XXXVII-A or the final voucher (except for said sum of twenty thousand dollars ($20,000) retained under Section No. 425) or the final voucher for said sum of twenty thousand dollars ($20,000) so retained is prepared and certified, the Commission shall have the right to retain out of said payments or any of them and to deduct from the amount of said vouches or any of them a sum in its judgment sufficient to protect the City in regard to all unsatisfied claims as aforesaid, and in case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim or claims, the City may sue for and recover from the Contractor the amount or balance as a debt from the Contractor to the City. The Commission may further, if in its judgment such a course is necessary or proper, at the time of preparing and certifying said vouchers or any of them and as a condition of preparing and certifying the same, require the Contractor to continue his bond or other security or any part thereof as security against any claims then unsatisfied or not presented for a time not exceeding the time when such claims would be legally barred.

Examinations of Abutting Property.

Article XLIX. In order to safeguard the owners and tenants of adjacent or abutting property and at the same time prevent unjust or fraudulent claims against the Contractor or the City in respect thereto, the Engineer shall cause a detailed examination of all adjacent or abutting property to be made before construction is begun. The owner or tenant of each parcel or his or their duly authorized representative shall be invited to be present by a notice in writing delivered to a person apparently in charge of the premises, and the Contractor or his duly authorized representative shall attend and with the Engineer shall make such detailed examination. A complete record of the existing conditions of each parcel shall be made in triplicate, signed by the Engineer and the Contractor and one copy shall be delivered to the owner, one to the Contractor and one shall be retained by the Commission. At such times as the Engineer may direct, and upon the completion of the work, or upon notice to the Engineer by the owner or tenant that physical injury has occurred, further examination shall be made and the findings recorded and filed as above. The Engineer may at his option, at such time or times as he may deem proper, require a detailed examination to be made and the findings recorded and filed as above of the Manhattan-Bronx Rapid Transit Railroad or any part thereof.

Damage to Work During Construction.

Article L. All risk of loss or damage to the Works or to any part thereof or to any of the materials, plant, tools, appliances or other things used in doing the work prior to final completion is assumed and shall be borne by the Contractor, and any such loss or damage shall be made good by the Contractor at his own cost, and the construction shall be carried forward by him in accordance with this contract without additional cost to the City by reason of such loss or damage.

CHAPTER VII.

City to Secure Contractor Against Interference by Injunctions, Etc.

City's Assurances to Contractor of Right to Construct.

Article LI. The City hereby stipulates and covenants to and with the Contractor that the City will secure and assure to the Contractor so long as the Contractor shall perform the stipulations of this contract, the right to construct the Railroad as prescribed in this contract free of all right, claim or other interference, whether by injunction, suit for damages or otherwise, on the part of any owner, abutting owner, or other person; but not including any interference, legal or otherwise, by patentees or persons claiming to be patentees of tools, methods or appliances.

Claims for Infringement of Patents.

Article LII. The Contractor shall hold himself and shall be responsible for any claims made against the City for any infringement of patents by the use of patented tools, articles or appliances in the performance or completion of the work or by the use of any process or method connected with the work or by the use of any materials used upon the work; and he shall save harmless and indemnify the City from and against all costs, expenses and damages which the City shall incur or be obliged to pay by reason of any such infringement.

CHAPTER VIII.

Time for Completion, Damages for Delay, Etc.

Commencement and Completion of Work.

Article LIV. Time is of the essence of this contract. The Contractor shall begin actual work within thirty (30) days after the date of the delivery of this contract and shall thenceforth prosecute the work continuously and diligently. The Contractor shall within twenty (20) months from the date of delivery of this contract complete the Railroad in all respects and remove his plant, tools and surplus materials therefrom and perform such other work covered by this contract as may be necessary to put the Railroad in condition for immediate, full and continuous operation; and he shall complete all other work covered by this contract within thirty (30) months from the date of delivery of this contract.

Price to Be Reduced for Delay.

Article LV. In the event of delay in completion of the Works beyond the period herein prescribed or beyond the period to which such time may be extended by resolution of the Commission for good cause shown, the City shall—whether the working force be increased as provided in the specifications or not—be paid damages for such delay. Inasmuch as the amount of such damages will be extremely difficult to ascertain, especially in view of the fact that the Railroad is only a part of a complete system, the remainder of which is to be constructed under other contracts, it is hereby expressly agreed that such damages shall be liquidated and paid as follows: The Contractor shall pay to the City for each and every day, except Sundays and legal holidays, that he shall be in default in completing the Railroad in all respects and removing his plant, tools and surplus materials therefrom and performing such other work covered by this contract as may be necessary to put the Railroad in condition for immediate, full and continuous operation the sum of six hundred dollars ($600), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default. And the Contractor shall pay to the City for each and every day, except Sundays and legal holidays, that he shall be in default in completing all other work under this contract the sum of one hundred and fifty dollars ($150), which sum is hereby agreed upon not as a penalty but as liquidated damages which the City will suffer by reason of such default. The City shall have the right to deduct such amounts from any moneys due or which may thereafter become due to the Contractor under this contract. But in case the Contractor shall be actually and necessarily delayed by reason of any labor strike not caused or instituted or provoked by the Contractor or by any sub-contractor, agent or representative of the Contractor, or in case the Contractor shall be actually and necessarily delayed by any injunction or by any interference of public authority or by the suspension of the whole or any part of the work by the Commission as provided in Article LVII, and in case the Contractor cannot, notwithstanding such strike, injunction, interference or suspension, make up for the delay

so occasioned by speedier work when the Contractor shall not be so delayed, then the said dates for completion shall, except as hereinafter provided, be extended by resolution of the Commission to a date later than the expiration of the said periods of twenty (20) and thirty (30) months by the amount of the time of such delay as determined by the Commission.

Commission May Intervene in Case of Injunction.

Article LVI. But no injunction, strike or interference of public authority shall be ground for such extension unless and until the Contractor shall give the Commission notice of the injunction or other cause of delay, with copies of the injunction or other orders and of the papers upon which the same shall have been granted, and no extension shall be granted except for the delay occasioned after the giving of such notice. Nor shall any such extension be granted in any case unless the Contractor shall prove to the satisfaction of the Commission all the facts which entitle him to such extension. The Commission and the City or either shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained and to move to dissolve the same or otherwise, as the Commission or the City may deem proper. If necessary, the Corporation Counsel or the Counsel to the Commission or both shall be authorized by the Contractor to appear for that purpose as counsel or attorneys for him.

Article LVI-A. The times stipulated within which to complete the Railroad and the Works are based upon the quantities of the various items entering into the work as stated in the Contractor's Proposal, which are given solely for the purpose of classifying bids. In case these quantities are exceeded or diminished, then an extension or diminution of the term of this contract shall be made. It is, however, understood and agreed that in case an increase in any one item is balanced or offset by diminution of other items, no change in the term shall be made, and in any event the Commission shall determine the amount of extension or diminution of time in respect of the relative increase or reduction in the quantities involved in the final completion.

Suspension of Work and Additional Time for Performance.

Article LVII. The Commission reserves the right of temporarily suspending the execution of the whole or any part of the work herein contracted to be done, if it shall deem it for the interest of the City so to do, without compensation to the Contractor for such suspension other than extending the time for completing the work as hereinbefore provided as much as, in the opinion of the Commission, it may have been delayed by such suspension. The length of time (expressed in days or parts of days) during which the work or any part thereof has been delayed by any act or omission on the part of the City (all of which shall be determined by the Commission, which shall certify to the same in writing and whose determination and certificate thereof shall be binding and conclusive upon the Contractor) will be allowed to the Contractor and the time for the completion of the Railroad or the Works shall be extended by resolution of the Commission accordingly.

Article LVII-A. It is expected that the portion of the relief sewer under West 46th Street from the westerly line of the Railroad to the Hudson River to be constructed by other contractors or public authorities will be sufficiently advanced to permit the flow to be turned into said sewer, provided that the Contractor shall have then completed the portion of said sewer to be built by him, not later than fifteen (15) months after the date of the delivery of this contract; but in case said portion of said sewer to be constructed by such other contractors or authorities shall not be so advanced on the expiration of fifteen (15) months after the date of the delivery of this contract as to permit the flow to be turned into said sewer, provided that the Contractor shall have then completed the portion of said sewer to be built by him, so that the twin sewer crossing at 45th Street and Broadway may be removed, and in case the Contractor shall be actually and necessarily delayed thereby in the completion of that portion of the Railroad at and adjacent to said twin sewer crossing at 45th Street and cannot, notwithstanding such delay, with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so delayed, then the time for the completion of that portion of the Railroad at and adjacent to said twin sewer crossing at 45th Street shall be extended by resolution of the Commission by the amount of the time of such delay as determined by the Commission, but no allowance by way of damages will be made for such delay.

Article LVII-B. The City will acquire and extinguish all such rights, if any, of the Interborough Rapid Transit Company, its successors or assigns, in or to the depressed track construction underneath the upper level of the Manhattan-Bronx Rapid Transit Railroad as in the opinion of the Commission it may be necessary to acquire or extinguish for the purpose of permitting the removal of portions of said depressed track construction in accordance with the provisions of this contract and in accordance with the contract drawings. The City will also except as herein elsewhere provided acquire all such permits or privileges as in the opinion of the Commission it may be necessary to acquire for the purpose of permitting the reconstruction in accordance with the provisions of this contract and in accordance with the contract drawings of the passageway underneath the upper level of the Manhattan-Bronx Rapid Transit Railroad and of the stairway at the southerly end of said passageway and of the southbound platform of said Manhattan-Bronx Rapid Transit Railroad where the mezzanine platform of the Railroad adjoins said southbound platform, including the work of reconstructing the entrance stairway and constructing the escalator pit near the southeast corner of Broadway and West 42d Street. The City will acquire and extinguish such rights, if any, of the Interborough Rapid Transit Company, its successors or assigns, and will acquire such rights or privileges for such reconstruction work, within thirty (30) days after written demand is made by the Contractor upon the Commission for the same. In case the City shall fail to acquire and extinguish such rights, if any, of the Interborough Rapid Transit Company, its successors or assigns, or to acquire such rights or privileges, within said period of thirty (30) days and in case the Contractor shall be actually and necessarily delayed by reason of such failure and cannot, notwithstanding such failure, with reasonable diligence make up for the delay so occasioned by speedier work when the Contractor shall not be so delayed, then the time for the completion of the Railroad or the Works shall be extended by resolution of the Commission by the amount of the time of such delay as determined by the Commission; but no allowance by way of damages will be made for such delay.

Extensions Not Cumulative.

Article LVIII. Only the actual delay necessarily resulting from one or more of the causes above mentioned shall be ground for extension of time, and in case the Contractor shall be delayed at any time or for any period by two or more of the causes above mentioned, only one period of extension, if any, shall be granted for such delay and the Contractor shall not be entitled to a separate extension for each one of the causes so operating, it being understood that only the actual period of necessary delay, as determined by the Commission, irrespective of the number of causes contributing to produce such delay, will be ground for extension of time. In case the Contractor shall be actually and necessarily delayed from one or more of the causes above mentioned in the performance of any portion of the Works and not in the performance of the entire Works, then the extension of time to be granted to the Contractor shall be only for the portion of the Works as to which the Contractor shall be so delayed and the Contractor shall not be entitled by reason of such delay to an extension of time for the completion of the remainder of the Works, it being understood that if the Contractor shall be so delayed as to a portion of the Works he shall nevertheless proceed continuously and diligently with the prosecution of the remainder of the Works. No demand by the Contractor that the Commission determine and certify any matter of extension of time for the completion of the Railroad or the Works as aforesaid will be of any effect whatsoever unless the same be made in writing and duly served upon the Commission prior to the filing in the office of the Comptroller of the final certificate of the completion and acceptance of the work. The determination of the Commission as to any matter of extension of time for completion of the Works or any part thereof arising hereunder shall be binding and conclusive.

Permission to Complete Contract Not a Waiver.

Article LIX. The permitting of the Contractor to go on and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any of such periods shall in no wise operate as a waiver on the part of the City of any of its rights under this contract.

CHAPTER IX.

Remedies in Case of Contractor's Default.

In Case of Default.

Article LX. If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him otherwise than as herein specified, or if at any time the Engineer shall be of opinion, and shall so certify in writing to the Commission, that the performance of this contract is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the provisions or covenants of this contract or of the specifications or is not executing the same in good faith and in accordance with the terms hereof, or if the work be not completed as and within the times prescribed in this contract for its completion or within the time to which such completion may be extended by the Commission, or (in view of the necessity for special skill and ample financial resources in the prosecution of the work) if the Contractor shall become insolvent or bankrupt or if his property or affairs shall be put in the hands of a receiver or receivers, then and in any of such cases

(1) The Commission may notify the Contractor, by a written notice, to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall discontinue the work or such part thereof, and the Commission shall thereupon have the right to contract for the completion of the Works or such part thereof in the manner prescribed by law or to place such and so many persons as it may deem advisable, by contract or otherwise, to work and complete the work herein described or such part thereof, to take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials, plant, tools, equipment, supplies and property for the completion of the same, and to charge the expense of said labor, materials, plant, tools, equipment, supplies and property to the Contractor. The expense so charged may be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract. And in case the expense of completing the works or such part thereof shall exceed the amount which would have been payable under this contract for the same work and materials if this contract had been completed by the Contractor, he shall pay the amount of such excess with interest to the City; and in case such expense shall be less than the amount which would have been payable under this contract for the same work and materials if this contract had been completed by the Contractor, he shall forfeit all claim to the difference; and when any particular part of the work is being carried on by the Commission, by contract or otherwise, under the provisions of this Article, the Contractor, unless he shall have been directed to discontinue all work, shall continue the remainder of the work in conformity with the terms of this contract and in such manner as in nowise to hinder or interfere with other contractors of the Commission or with the persons or workmen employed, as above provided, by the Commission, by contract or otherwise, to da any part of the work or to complete the same under the provisions of this Article. The Contractor shall also in any and every such case in which the Commission shall complete the Works or any part thereof under the provisions of this Article, in addition to the liability above expressed, pay to the City liquidated damages for any delay resulting from the act, neglect, delay, fault or default of the Contractor, as follows: The Contractor shall pay to the City as liquidated damages for any delay resulting therefrom in the construction, equipment and completion in all respects of said portion of said rapid transit railroad which the Contractor herein agrees to construct with its appurtenances ready for immediate, full and continuous operation the sum of six hundred dollars ($600) for each and every day, except Sundays and legal holidays, of such delay, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the City will suffer by reason of such delay; and the Contractor shall pay to the City as liquidated damages for any delay resulting therefrom in the completion of all other work contemplated by this contract the sum of one hundred and fifty dollars ($150) for each and every day, except Sundays and legal holidays, of such delay, which sum is hereby agreed upon, not as a penalty but as liquidated damages which the City will suffer by reason of such delay. And

(2) The City may also proceed as to the Commission shall seem proper upon the Bond or other security in its possession. And

(3) The City may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any other relief or for any other purpose proper under this contract.

Certificate of Expense.

Article LXI. In case the Commission shall by contract or otherwise complete the Works or any part thereof under the provisions of Article LX, the Engineer, upon the completion of the Works or such part thereof or at any time thereafter upon demand in writing by either party hereto or from time to time during the course of the completion of the Works or such part thereof upon demand by the Commission, shall certify to the amount of the expense incurred by the City in the completion of the Works or such part thereof, and said certificate shall be final and conclusive and admissible in evidence against the Contractor in any litigation arising or growing out of this contract.

Remedies.

Article LXII. The City may avail itself of each and every remedy herein specifically given to the City or now or hereafter existing at law or in equity or by statute, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Commission, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy, except that no two inconsistent remedies shall be exercised at the same time.

CHAPTER X.

Miscellaneous Provisions.

Changes in the Contract.

Article LXIII. No correction or change in this contract shall be made except by written instrument duly authorized by the Commission and consented to by the Contractor and by the sureties upon his bond; but this provision shall not limit or affect the right to prescribe variations whether of construction or location of route as in this contract elsewhere provided.

Members of Commission Not Liable.

Article LXIV. No claim shall be made by the Contractor against any member of the Commission personally under or by reason of this contract or any of its articles or provisions.

Contractor Not to Assign, Sublet, Etc.

Article LXV. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest in or to the same or any part thereof without the previous consent in writing of the Commission, and he shall not assign by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with the like consent. If the Contractor shall without such previous written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein or any of the moneys to become due under this contract, to any other person, company or corporation, this contract may at the option of the Commission be revoked and annulled and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor and to his assignee or transferee; and no right under this contract or to any money to become due hereunder shall be asserted against the City in law or in equity by reason of any so-called assignment of this contract or any part thereof or of any moneys to grow due hereunder unless authorized as aforesaid by the written consent of the Commission; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

Provisions in Case Commission Ceases.

Article LXVI. In case the Commission shall cease to exist, the Legislature may provide what public officer or officers shall exercise the powers and duties of the Commissioner under and by virtue of this contract; and in default of such provision, such powers and duties shall be deemed to be vested in the Mayor of the City. In case any officer or officers other than the Commission shall hereafter have the powers of the Commission or any of them, then the provisions of this contract shall be applicable to such officer or officers to the extent to which the powers of the Commission shall appertain to such officer or officers, and any official act or determination of such officer or officers or of the Commission shall be sufficient hereunder, anything herein to the contrary notwithstanding, if the same be done or had by lawful vote or resolution or in such manner as the Legislature may from time to time prescribe.

Labor Law.

Article LXVII. The Contractor agrees to comply with the provisions of the Labor Law, including Section Three thereof as re-enacted by Chapter 36 of the Laws of 1909. The Contractor further agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted

or required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; and further that the wages to be paid for a legal day's work as hereinbefore defined to all classes of such laborers, workmen or mechanics upon the work contemplated by this contract or upon any material to be used upon or in connection therewith, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the Borough of the City where the work hereby contemplated about or in connection with which such labor is performed in its final or completed form is to be situated, erected or used; and that each such laborer, workman or mechanic employed by the Contractor or by any sub-contractor or other person on, about or upon the work contemplated by this contract, shall receive such wages herein provided for. This contract shall be void and of no effect unless the Contractor shall comply with the provisions of this section. In obedience to the requirement of Section Fourteen of the Labor Law it is further provided that if the provisions of the said Section Fourteen are not complied with, this contract shall be void.

All Necessary Legal Provisions Deemed Inserted Herein.

Article LXVIII. It is the intent and understanding of the parties to this contract that each and every provision of law required to be inserted in this contract should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this contract shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

Provision in Case of Unlawful Provision.

Article LXIX. If this contract contains any unlawful provision not an essential part of the general structure of the contract and which shall not appear to have been a controlling or very material inducement to the making thereof, the same shall be deemed of no effect and shall upon the application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

In witness whereof, this contract has been executed for The City of New York by the Public Service Commission for the First District under and by virtue of a resolution duly adopted by the Commission and the seal of the Commission has been hereto affixed and attested by its Secretary and these presents have been signed by its Chairman; and the Contractor has* [hereunto set hand and seal] [caused corporate seal to be hereto affixed and these presents to be executed by proper officers] the day and year first above written.

THE CITY OF NEW YORK, by the PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, By ....., Chairman.

Attest: ....., Secretary.

State of New York, County of New York, ss.:

On the day of , 1915, before me personally appeared Edward E. McCall and Travis H. Whitney, to me known and known to me to be the said Edward E. McCall, the Chairman, and the said Travis H. Whitney, the Secretary of the Public Service Commission for the First District; and the said Edward E. McCall and Travis H. Whitney being by me duly sworn, did depose and say, each for himself and not the one for the other, the said Edward E. McCall, that he resides in the Borough of Manhattan, in the City, County and State of New York, that he is the Chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Travis H. Whitney, that he resides in the Borough of Brooklyn, in the County of Kings, City and State of New York, that he is the Secretary of the said Commission and that he subscribed his name thereto by like authority; and both the said Edward E. McCall and Travis H. Whitney that they know the seal of the said Commission and that one of the seals affixed to the foregoing contract is such seal and that the same was affixed to the foregoing contract by the authority of the said Commission and of a resolution duly adopted by the same.

State of New York, County of New York, ss.:

On this day of , 1915, before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

State of New York, County of New York, ss.:

On this day of , 1915, before me personally appeared to me known, who, being by me first duly sworn, did depose and say: That he resides in in the State of ; that he is of the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation, that one of the seals affixed to said contract is such corporate seal, and that it was affixed thereto by order of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

(NOTE—If the Contractor, upon the approval of the Commission, deposits securities in lieu of a bond, a description of such securities with their values shall be inserted below.)

(Form of contractor's bond; form of contractor's proposal; affidavit of verification and index follow here.)

City of New York, Board of Estimate and Apportionment, Municipal Building Bureau of Contract Supervision, July 28, 1915.

To the Board of Estimate and Apportionment:

Gentlemen—On July 28, 1915, the Public Service Commission for the First District transmitted for the consent of your Board a proposed contract to be entered into between The City of New York, acting by said Commission, and Holbrook, Cabot & Rollins Corp., for the construction of Section No. 3, Routes Nos. 4 and 36, at an estimated cost of $3,740,913.50.

The Commission requested the Board to prescribe the limit of $3,740,913.50 to the amount of bonds to be made available to meet the requirements of the City's obligation under the proposed contract, and to direct the Comptroller to issue bonds to said amount, the same to be charged against the appropriation of $60,000,000 made by the Board on March 18, 1913, for the purposes of Contract No. 4. This proposed contract has been awarded to the lowest bidder among nine (9) competitors. The work extends along Broadway and Seventh Avenue from near 38th street to near 51st Street, Manhattan, and is the only remaining section of the Broadway line necessary to be put under contract from Brooklyn to Queens, save the East River crossing.

Article XII of the contract permits an alternative method of paying for work or materials not classifiable at the bid prices and provides, in lieu of the cost plus 10 per cent. method elsewhere outlined in this article, to the effect that either a lump sum price or unit prices may be agreed upon by the Engineer and contractor, with the consent of the Commission, which prices shall be of the same weight as though embodied in the original schedule. I consider this alternative capable of dangerous application and in limitation of the Comptroller's power of audit. The resolution I submit for adoption makes the consent of this Board conditional on its excision from the contract.

I recommend the adoption of the attached resolution consenting to the contract award under the conditions noted limiting the bonds available, and authorizing and directing the Comptroller to issue the necessary corporate stock.

Respectfully, WM. A. PRENDERGAST, Comptroller.

On motion, Rule 19 was waived in this matter and the following resolution was offered:

Resolved, That, pursuant to the provisions of section 37 of the Rapid Transit Act, being chapter 4 of the Laws of 1891, as amended, and the provisions of section 45 of the Greater New York Charter, and the requisition of the Public Service Commission for the First District duly made by said Commission on July 28, 1915, the Board of Estimate and Apportionment hereby consents to the proposed contract to be entered into between The City of New York, acting by said Commission, and Holbrook, Cabot & Rollins Corporation, for the construction of section number 3 of Routes numbers 4 and 36, being that portion of the Broadway-Fourth Avenue Rapid Transit Railroad beginning at a point under Broadway, in the Borough of Manhattan, about ninety-eight (98) feet north of the northerly building line of West 38th street and extending thence northerly under Broadway and Seventh avenue to a point under Seventh avenue near the southerly building line of West 51st street, at an estimated cost of three million seven hundred and forty thousand nine hundred and thirteen dollars and fifty cents ($3,740,913.50), and be it further

Resolved, That said Board prescribes that the limit to the amount of corporate stock available to meet the City's obligation under said contract shall be three million seven hundred and forty thousand nine hundred and thirteen dollars and fifty cents ($3,740,913.50), and be it further

Resolved, That the Comptroller be and is hereby authorized and directed to issue corporate stock of The City of New York in the amount of three million seven hunderd and forty thousand nine hundred and thirteen dollars and fifty cents ($3,740,913.50) at such rate of interest as the Commissioners of the Sinking Fund shall prescribe, the proceeds thereof to the amount of the par value of the stock to be applied to the purposes specifically set forth in this resolution, and as described in the requisition of the Public Service Commission under date of July 28, 1915, said issue of corporate stock to be charged against the appropriation of sixty million dollars ($60,000,000) made by said Board on March 18, 1913, for the purpose of carrying out the terms of contract number 4.

Provided, however, that before this consent shall become operative there shall be excised from the contract the concluding paragraph of Article XII, which permits the substitution of a lump sum price or unit prices for work not originally bid on, in lieu of a determination of cost to the City based on the cost of labor and materials entering into such work, plus ten per cent., as provided for elsewhere in said Article.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Docks and Ferries—Amendment of Issue of Corporate Stock (No. 180).

The Secretary presented the following resolution of the Commissioners of the Sinking Fund:

Resolved, That, pursuant to the provisions of section 180 of the Greater New York Charter, the Commissioners of the Sinking Fund hereby recommend to the Board of Estimate and Apportionment that the resolution adopted by the said Board on May 7, 1915, which reads in part as follows:

"Resolved, That, pursuant to the provisions of section 180 of the Greater New York Charter and the recommendation of the Commissioners of the Sinking Fund by resolution adopted on April 28, 1915, the Board of Estimate and Apportionment hereby authorizes the Comptroller to issue corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, to an amount not exceeding four hundred thousand dollars ($400,000), the proceeds to the amount of the par value thereof to be used by the Department of Docks and Ferries for the construction of a pier at the foot of Thirtieth street, Borough of Brooklyn,"

be amended to make the amount authorized read four hundred seventeen thousand seven hundred and thirty-seven dollars ($417,737).

A true copy of resolution adopted by the Commissioners of the Sinking Fund July 29, 1915. JNO. KORB, Jr., Secretary.

The following resolution was offered:

Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 180 of the Greater New York Charter and the recommendation of the Commissioners of the Sinking Fund by resolution adopted July 29, 1915, hereby *amends* the resolution adopted May 7, 1915, which reads as follows:

"Resolved, That the Board of Estimate and Apportionment, pursuant to the provisions of section 180 of the Greater New York Charter and the recommendation of the Commissioners of the Sinking Fund by resolution adopted on April 28, 1915, hereby authorizes the Comptroller to issue corporate stock of The City of New York in the manner provided by section 169 of the Greater New York Charter, to an amount not *exceeding four hundred thousand dollars* ($400,000), the proceeds to the amount of the par value thereof to be used by the Department of Docks and Ferries for the construction of a pier at the foot of Thirtieth Street, Borough of Brooklyn; provided, however, that no encumbrance or expenditure by contract shall be made against the funds hereby made available nor shall bids upon such contracts be advertised for until after approval by the Board of Estimate and Apportionment of the plans, specifications, estimates of cost, and forms of such contracts, which shall be submitted to said Board by the Commissioner of Docks, nor shall any architect, engineer, expert or departmental employee be engaged or employed as a charge against such funds, except after approval by said Board of such employment and of the fee or wage to be paid by preliminary and final contract, voucher, or budget schedule which are to be similarly submitted, unless in the case of departmental employees, such employment is in accordance with schedules approved by said Board."

—by striking therefrom the amount, *"Four hundred thousand dollars* ($400,000), "and inserting in place thereof the amount *"Four hundred and seventeen thousand seven hundred and thirty-seven dollars* ($417,737)."

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Rapid Transit Railway; Sixtieth Street, East River and Queens Plaza Route (No. 181).

The Comptroller presented the following:

To the Board of Estimate and Apportionment of The City of New York:

Referring to resolutions adopted by your Honorable Board on July 21, 1915, requesting that this Commission submit to you at the earliest practicable time a proposed new rapid transit route between the Plaza at Fifth Avenue and 60th Street in the Borough of Manhattan and the Queensboro Plaza, this Commission herewith transmits to you for your approval and the approval of the Mayor of the City, as required by law, a certified copy of resolutions adopted by this Commission on July 28, 1915, determining and establishing a route and general plan of construction for an additional rapid transit railroad to be known as the Sixtieth Street, East River and Queens Plaza Route (Route No. 61).

Dated, July 28, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by EDWARD E. MCCALL, Chairman.

(Seal.)

Attest: TRAVIS H. WHITNEY, Secretary.

The following resolution was offered:

Resolved, That the communication be received, and, in pursuance of law, this Board hereby fixes Thursday, August 5, 1915, at ten o'clock a. m., in Room 16, City Hall, Borough of Manhattan, as the time and place when and where such plans and conclusions will be considered, and be it further

Resolved, That the Secretary of this Board be and he is hereby directed to publish notice of such consideration in the CITY RECORD.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn and the Presidents of the Borough of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Fort Schuyler Road from the Easterly Boundary Line of the Land Acquired for West Farms Road at Westchester Creek to Eastern Boulevard, Borough of The Bronx—Changing Date of Vesting Title to the Property Required, with the Exception of Damage Parcel No. 103 (No. 182).

The Secretary presented the following report of the Chief Engineer:

Report No. 14862.

City of New York, Board of Estimate and Apportionment, Secretary's Office, July 28, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—At the meeting of the Board of Estimate and Apportionment held on April 30, 1915, final authorization was granted in the matter of grading, curbing and flagging Walker Avenue (West Farms Road) from the intersection of Westchester Avenue and old Main Street to the easterly terminus of the land acquired for West Farms Road, and Fort Schuyler Road from the latter point to Eastern Boulevard. At that

*If the Contractor is an individual, use the words enclosed in the first bracket; if a corporation, use the words enclosed in the second bracket.

time provision was made under an opening proceeding now in progress for vesting title on June 1, 1915, to all of the land needed for the street from the easterly boundary line of the land acquired for West Farms Road at Westchester Creek to Eastern Boulevard, where not previously acquired. The resolution for vesting title was, however, rescinded on May 21, 1915, at the request of the Borough President, and a new resolution was then adopted making provision for the vesting of title to all of the area within the street lines excepting damage parcel No. 103, on August 2d following.

In a communication bearing date of July 26th last the Acting Borough President now requests that the transfer of title to the City be further postponed until September 20th, it being understood that the grading contract will not have progressed sufficiently to make it necessary to enter upon the property still in private ownership prior to that time.

Inasmuch as interest charges will begin on the date upon which title vests in the City, it is clear that the deferring of such transfer will have the effect of keeping the expense of the opening proceeding at a minimum, and under these conditions it would appear advisable to carry out the suggestion now made.

It is accordingly recommended that the resolution of May 21, 1915, providing for vesting title on August 2, 1915, to all of the land excepting damage parcel No. 103, within the lines of Fort Schuyler Road from the easterly boundary line of the land heretofore acquired for West Farms Road at Westchester Creek to Eastern Boulevard, be rescinded, and that a new resolution be adopted vesting title in the City to this area where not previously acquired on September 20, 1915.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The President of the Borough of The Bronx offered the following resolution:

Resolved by the Board of Estimate and Apportionment that the resolution adopted by said Board on May 21, 1915, vesting title in fee upon the 2d day of August, 1915, to each and every piece or parcel of land lying within the lines of Fort Schuyler Road from the easterly boundary line of land acquired for West Farms Road at Westchester Creek to Eastern Boulevard, in the Borough of The Bronx, City of New York, be and the same hereby is rescinded.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

The President of the Borough of The Bronx offered the following:

Whereas, the Board of Estimate and Apportionment under resolutions adopted on July 27, 1911, March 27, 1913, July 10, 1913, and January 8, 1915, authorized a proceeding for acquiring title to Fort Schuyler Road from the easterly boundary line of the land heretofore acquired for West Farms Road at Westchester Creek to Morris Lane, in the Borough of The Bronx, City of New York; and

Whereas, Commissioners of Estimate and Assessment have been appointed by the Supreme Court in the proceeding to acquire title to said street, and the oaths of said Commissioners of Estimate and Assessment were duly filed as required by law on the 17th day of September, 1912;

Resolved, That the Board of Estimate and Apportionment, in pursuance of the provisions of Section 976 of the Greater New York Charter, as amended, directs that upon the 20th day of September, 1915, the title in fee to each and every piece or parcel of land, excepting Damage Parcel No. 103 as indicated on the Draft Damage Map in the proceeding, lying within the lines of said Fort Schuyler Road from the easterly boundary line of the land heretofore acquired for West Farms Road at Westchester Creek to Eastern Boulevard, in the Borough of The Bronx, City of New York, shall be vested in the City of New York.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Bridges—Proposals for Operation of Surface Cars Across the Williamsburgh Bridge (No. 183).

The Secretary presented a communication, dated July 27, 1915, from the Commissioner of Bridges, submitting for consideration two informal proposals which have been received by the Bridge Department from the New York Railways Company, the Coney Island and Brooklyn Railroad Company, the Brooklyn Heights Railroad Company, the Nassau Electric Railroad Company and the Bridge Operating Company, for the continuance of the right to operate surface cars across the Williamsburgh Bridge, and suggesting that a special permit be given by him to the companies to continue operation over the bridge for a period of six months upon the present terms and conditions, if the Board has no objection to the issuance of such permit, and that the entire matter be referred to an appropriate committee, to which the Commissioner will submit a complete and formal report of the facts gathered, with suggestions and recommendations.

Which were referred to the Committee on Transit and to the President of the Borough of Manhattan.

West 212th Street from 10th Avenue to the Harlem River, Borough of Manhattan—Final Authorization for Curbing, Recurbing and Paving (No. 184).

The Secretary presented the following report of the Chief Engineer:

Report No. 14861. July 28, 1915.

Hon. JOHN PURROY MITCHEL, *Mayor, Chairman of the Board of Estimate and Apportionment:*

Sir—Herewith is transmitted a communication from the Acting President of the Borough of Manhattan, advising that all of the conditions imposed by the Board prior to the authorization of the following local improvement have been complied with: Curbing, recurbing and paving with asphalt (permanent pavement) West 212th street from 10th avenue to the Harlem River.

The preliminary work for this improvement was authorized by the Board of Estimate and Apportionment on July 9, 1915, at which time information was presented to show that its probable cost would be about $11,300. The Acting Borough President states that the time to be allowed for the completion of the improvement is 30 days, and that the expense incurred for the preliminary work amounts to $35.

The work to be done comprises the laying of 3,680 square yards of asphalt pavement, and 2,080 linear feet of new and old curbing. The cost of the improvement is now estimated to be $11,500.

The urgency of this improvement was established at the time when the preliminary authorization was given, and it is recommended that the construction work be now authorized.

Respectfully, NELSON P. LEWIS, Chief Engineer.

The Acting President of the Borough of Manhattan offered the following:

A copy of a resolution of the Local Board of the Washington Heights District, duly adopted by said Board on the 15th day of June, 1915, and approved by the President of the Borough of Manhattan on the 16th day of June, 1915, having been transmitted to the Board of Estimate and Apportionment, as follows, to wit:

"Resolved, That this Board does hereby initiate proceedings for the said local improvement, to wit:

"To regulate and pave with a permanent sheet asphalt pavement on concrete foundation, curb and recurb 212th Street, from the Harlem River to the easterly side of 10th Avenue, and do all other necessary work incidental thereto,"

—and thereupon, on the 9th day of July, 1915, resolutions having been adopted by the Board of Estimate and Apportionment authorizing the President of the Borough of Manhattan to prepare the necessary plans, specifications and an estimate of the cost of the proposed improvement based on actual survey and further resolving that the Board of Estimate and Apportionment will consider the authorization of the construction of the proposed improvement after the President of the Borough of Manhattan had submitted certain statements as provided in the said resolution, and the said resolution having been duly complied with by the President of the Borough of Manhattan, as appears by papers and documents on the files of the Board of Estimate and Apportionment, and there having been presented to the Board of Estimate and Apportionment an estimate in writing in such detail as the Board has directed that the cost of the proposed work or improvement, together with the preliminary expenses, will be the sum of $11,500; and a statement of the assessed value according to the last preceding tax roll of the real estate included within the probable area of assessment, to wit, the sum of $126,600, having also been presented, it is

Resolved, That the said resolution of the Local Board be and the same is hereby approved and the construction of the local improvement therein provided for is hereby authorized. This Board does hereby determine that no portion of the cost and expense thereof shall be borne and paid by The City of New York, but that the whole of such cost and expense, including the aforesaid preliminary expenses, shall be assessed upon the property deemed to be benefited by the said local improvement.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Receiving Basins at Various Points, Borough of Manhattan—Initiating Proceedings for Construction Thereof (No. 185).

The Secretary presented a communication from the President of the Borough of Manhattan, requesting that the Board initiate proceedings for the construction of receiving basins at various points in the Borough of Manhattan, stating that public health and safety requires their construction.

The Acting President of the Borough of Manhattan offered the following:

Whereas, the President of the Borough of Manhattan, under date of July 29, 1915, requested the Board of Estimate and Apportionment to initiate proceedings to construct receiving basins, as follows:

Location.	Estimated Cost.	Assessed Valuation.
Amsterdam Ave., adjacent to the northwest corner of of W. 67th St.	$525 00	$1,360,000 00
W. 67th St., adjacent to the southeast corner of Amsterdam Ave., and in Broadway, adjacent to the northwest corner of 66th St.	840 00	2,339,000 00
W. 88th St., adjacent to the southeast corner of West End Ave., and in Broadway, adjacent to the northwest corner of W. 87th St.	815 00	2,436,500 00
Adjacent to the southwest corner of West End Ave. and 95th St.	545 00	2,223,000 00
Adjacent to the northeast corner of West End Ave. and 93d St.	505 00	1,281,500 00
Adjacent to the northeast corner of West End Ave. and 92d St.	550 00	1,868,000 00
Adjacent to the northeast corner of West End Ave. and 91st St., and adjacent to the northwest corner of Broadway and 91st St.	1,100 00	1,836,500 00
Adjacent to the southeast corner of West End Ave. and 91st St., and the northwest corner of 90th St. and Broadway	830 00	1,781,600 00
Adjacent to the southwest corner of 80th St. and Lexington Ave., and adjacent to the northeast corner of Park Ave. and 79th St.	1,145 00	2,601,000 00
Adjacent to the northwest corner of 85th St. and 1st Ave. and southeast corner of 86th St. and 2d Ave.	890 00	1,143,500 00
Adjacent to the southwest corner of 85th St. and 2d Ave. and southeast corner of 85th St. and 3d Ave.	900 00	1,250,500 00
Adjacent to the northwest corner of 85th St. and 2d Ave. and southeast corner of 86th St. and 3d Ave.	995 00	1,604,900 00
Adjacent to the southwest corner of 66th St. and Madison Ave. and southeast corner of 66th St. and 5th Ave.	840 00	5,308,000 00
40th St., adjacent to the northeast corner of 3d Ave.	540 00	1,212,000 00
North side, W. 52d St., between 5th and 6th Aves.	470 00	9,454,000 00
Adjacent to the southeast corner of 67th St. and Madison Ave. and the southwest corner of 67th St. and Park Ave.	965 00	3,677,000 00
Adjacent to the northeast corner of 66th St. and 5th Ave. and the southeast corner of 67th St. and 5th Ave.	1,075 00	6,003,000 00
Adjacent to the southwest corner of 80th St. and Park Ave. and adjacent to the northeast corner of Madison Ave. and 79th St.	775 00	2,187,500 00
Adjacent to the southeast corner of 68th St. and Madison Ave.	445 00	3,074,000 00
Adjacent to the southeast corner of 80th St. and 5th Ave. and adjacent to the northeast corner of 5th Ave. and 79th St.	811 00	4,512,000 00
Adjacent to the southwest corner of 8th Ave. and the southeast corner of 9th Ave. and 30th St.	825 00	1,488,600 00
Amsterdam Ave., adjacent to the northwest corner of W. 65th St.	420 00	1,200,000 00
Amsterdam Ave., adjacent to the northwest corner of W. 66th St.	415 00	1,183,500 00
W. 62d St., adjacent to the northeast corner of Amsterdam Ave.	555 00	1,763,000 00
Amsterdam Ave., adjacent to the southwest corner of W. 64th St.	455 00	1,730,000 00
W. 55th St., adjacent to the northwest corner of 6th Ave.	595 00	4,618,500 00

—and

Whereas, the President of the Borough of Manhattan states that the construction of these basins will serve both a sanitary and a traffic purpose; and

Whereas, the Board of Estimate and Apportionment is considering the advisability of initiating proceedings for the construction of the said sewer basins, and of assessing the cost of the improvement upon the property deemed to be benefited thereby; be it

Resolved, That the Board of Estimate and Apportionment hold a public hearing in Room 16, City Hall, Borough of Manhattan, on Thursday, August 26, 1915, at 10 o'clock a. m., at which all persons interested in the proposed improvement and assessment thereof will be afforded an opportunity to be heard thereon.

Resolved, that the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the CITY RECORD for ten days prior to the 26th day of August, 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Clove Road, Between Broadway and Richmond Turnpike, Borough of Richmond—Establishing Lines and Grades (No. 186).

The Acting President of the Borough of Richmond offered the following resolution:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by establishing lines and grades for Clove road, between Broadway and Richmond Turnpike, in the Borough of Richmond, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough, and dated July 23, 1915.

Resolved, That this Board consider the proposed change at a meeting of the Board to be held in the City Hall, Borough of Manhattan, City of New York, on the 26th day of August, 1915, at 10 o'clock A. M.

Resolved, That the Secretary of this Board cause these resolutions, and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place, to be published in the CITY RECORD for ten days continuously, Sundays and legal holidays excepted, prior to the 26th day of August, 1915.

Which was adopted by the following vote:

Affirmative—The Mayor, the Comptroller, the Acting President of the Board of Aldermen, the Acting Presidents of the Boroughs of Manhattan and Brooklyn, the Presidents of the Boroughs of The Bronx and Queens and the Acting President of the Borough of Richmond—16.

Department of Docks and Ferries—Exchange of Land With the Harway Improvement Company (No. 187).

The Secretary presented a communication, dated July 26, 1915, from George W. Gibbons, attorney for an interested property owner, urging decisive action by the Board relative to the proposed exchange of land between the Harway Improvement Company and the City in connection with the construction of the Bensonhurst Storm Water Outlet and the Coney Island Drainage Canal.

(This matter was on March 13, 1914, referred to the Committee on Port and Terminal Facilities, and on November 25, 1914 (Cal. No. 43), it was laid over indefinitely and the Corporation Counsel was requested to suspend action in the entire proceeding for acquiring title to the lands required for said drainage canal.)

The communication was referred to the Committee on Port and Terminal Facilities.

Board of Estimate and Apportionment—Suggestions for Reductions in Budget for 1916 (No. 188).

The Secretary presented a communication, dated July 22, 1915, from the President of the Real Estate Board of New York, calling attention to the increase in payroll disbursements by the City for the year 1914 over the year 1913, and making certain suggestions for reductions in the Budget for 1916.

Which was referred to the Committee on Tax Budget.

Pittsburgh Contracting Company (No. 189).

The Secretary presented an application dated July 26, 1915, from the Pittsburgh Contracting Company, requesting a refund of security deposited under terms and conditions of consent granted by resolution adopted November 9, 1911, approved by the Mayor November 15, 1911, to construct, maintain and use a bridge over and across McCombs Road, at its intersection with Aqueduct Avenue, Borough of The Bronx.

Which was referred to the Bureau of Franchises.

Long Island Railroad Company—Proposed Alterations of Grade Crossings on the Far Rockaway Branch at Atlantic Avenue and Other Streets, Borough of Queens (No. 190).

The Secretary presented a communication, dated July 27, 1915, from the Secretary of the Public Service Commission for the First District, transmitting certified copy of resolution adopted by the Commission on July 27, 1915, directing a hearing on August 11, 1915, at 2.30 o'clock p. m. in regard to alterations of the grade crossings of the Long Island Railroad Company, on the Far Rockaway Branch, at Atlantic avenue and other streets.

(On July 9, 1915 (No. 86), the Chief Engineer of the Board asked for instructions as to the participation of the City in the expenditure for this improvement. The matter was referred to the Committee on the City Plan, and the Chief Engineer was directed to request the Public Service Commission to withhold action in the proceeding.)

The papers were ordered filed and the Chief Engineer was directed to attend the hearing before the Public Service Commission for the First District.

President, Borough of Queens—Proposed Location of New Borough Hall (No. 191).

The Secretary presented a communication dated July 24, 1915, from the Corresponding Secretary, Civic Association of Corona, in favor of locating the proposed new Borough Hall for the Borough of Queens in Long Island City.

Which was referred to the President of the Borough of Queens.

President, Borough of Brooklyn—Retirement of James Freelan, Clerk (No. 192).

The Secretary presented a communication dated July 23, 1915, from the President of the Borough of Brooklyn, enclosing application for retirement, pursuant to chapter 669 of the Laws of 1911, as amended, of James Freelan, a Clerk in the Bureau of Buildings of his office.

Which was referred to the Committee on Salaries and Grades.

President, Borough of Queens—Proposed Standard Location of Substructures for All Streets (No. 193).

The Secretary presented a communication dated July 24, 1915, from the President of the Borough of Queens, transmitting two maps showing a standard location of substructures for all streets in the Borough of Queens; one for streets with a roadway width of less than 40 feet, and the other for streets with a greater roadway width.

The matter was referred to the Chief Engineer and to the Consulting Engineers of the various Boroughs.

On motion, the Board adjourned to meet on Thursday, August 5, 1915, at 10 o'clock a. m.

JOSEPH HAAG, Secretary.

MUNICIPAL CIVIL SERVICE COMMISSION.

Eligible Lists, Promulgated August 13th, 1915.

Secretary on Recreation, Committee on Social Welfare, Board of Estimate and Apportionment.

1. Haynes, Rowland, Room 9208, 1 Madison Ave., 96.
2. Martin, Edgar S., 200 Fifth Ave., 86.
3. Gibney, Eugene C., 333 Convent Ave., 83.80.
4. Rumbold, Charlotte, 631 West 152nd St., 82.60.
5. Riesenberg, Felix, 50 Middletown St., Jamaica, 80.20.
6. Neustadt, Richard M., 26 Jones St., 76.40.

Actuarial Clerk.

1. Burt, Margaret A., 45 Rutland Rd., Brooklyn, 91.70.

DEPARTMENT OF FINANCE.

WARRANTS MADE READY FOR PAYMENT IN DEPARTMENT OF FINANCE MONDAY, AUGUST 16, 1915.

Below is a statement of warrants made ready for payment on the above date, showing therein the Department of Finance voucher number, the dates of the invoices or the registered number of the contract, the date the voucher was filed in the Department of Finance, the name of the payee and the amount of the warrant.

Where two or more bills are embraced in the warrant, the dates of the earliest and latest are given, excepting that, when such payments are made under a contract, the registered number of the contract is shown in the place of the second invoice date.

Where the word "final" is shown after the name of the payee, payment will not be made until thirty days after the completion and acceptance of the work, but all of the other warrants mentioned will be forwarded through the mail unless some reason exists why payment is to be made in person, in which event written notice will be promptly given to the claimant.

In making a written or verbal inquiry at this office for any of the above mentioned warrants, it is requested that reference be made by the Department of Finance voucher number.

WILLIAM A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Dates or Contract Number.		Received in Department of Finance.	Name of Payee.	Amount.
				Board of Aldermen.	
100832	7-30-15		8- 9-15	Wm. E. Slafer, Bandmaster	$45 00
100737	7-31-15		8- 9-15	John Manning	12 18
100727	7-30-15		8- 9-15	New York and Brooklyn Towel Supply Co.	14 70
				Armory Board.	
99467				T. E. Quinn	$27 70
99497	3-30-15		8- 4-15	S. G. Waterman, Operating as the Electrical Development and Contracting Co.	28 20
				Commissioner of Accounts.	
101481	7-31-15		8-11-15	A. A. Benedict	$8 00
101479	7-29-15		8-11-15	Tower Manufacturing and Novelty Co.	4 00
				Department of Bridges.	
99144			8- 3-15	Oriental Rubber and Supply Co., Inc..	$380 64
100745		41792	8- 9-15	New York Telephone Co	76 67
99148			8- 3-15	Nicola Cappiello	536 16
99148			8- 3-15	Leary & Co., Assignee of Nicola Cappiello	382 84
				Bellevue and Allied Hospitals.	
98879	6-22-15.	6-29-15	8- 3-15	Nathan Strauss	$104 49
98886	6- 9-15		8- 3-15	Garfield Williamson	185 70
98890	4-21-15.	6-16-15	8- 3-15	John Wanamaker	112 43
98892	6- 7-15.	6-16-15	8- 3-15	Agent and Warden of Clinton Prison.	128 53
98901	5-10-15		8- 3-15	S. J. McCullough & Co	216 00
98902	5-19-15		8- 3-15	Shipley Construction and Supply Co...	141 00
				County Court, Bronx County.	
4212			8-12-15	Morris L. Weber	$35 00
				Municipal Courts.	
101234			8-10-15	Michael Skelly	$5 00
101235			8-10-15	Frank Bulkley	3 00
101224	8- 1-15		8-11-15	The Peerless Towel Supply Co	3 40
101233	7-31-15		8-11-15	William M. Brown	10 50
101225	7-27-15		8-11-15	White Star Towel Supply Co	1 00
101226			8-10-15	New York Towel Supply Co	8 40
101227	8- 1-15		8-10-15	The Star Towel Supply Co	1 65
101229	7- 1-15		8-11-15	Albert Ludorff	2 70
101228			8-11-15	The Initial Towel Supply Co	1 00
101230	6-24-15.	7-21-15	8-11-15	Great Bear Spring Co	6 60
101231	8- 1-15		8-11-15	Otto Stegemann	2 08
101232	7-31-15		8-11-15	Tony Lo Squadro	2 00
101240	6-30-15		8-11-15	Art Metal Construction Co	1 13
				City Court.	
101218	6-30-15		8-11-15	Knickerbocker Towel Supply Co	9 10
101221	7-31-15		8-10-15	Knickerbocker Towel Supply Co	9 10
101220	7-31-15		8-11-15	Kanouse Mountain Water Co	12 30
101222			7-31-15	Knickerbocker Ice Co.	16 50
101216	6-30-15		8-10-15	Kanouse Mountain Water Co	15 00
101217	6-30-15		8-11-15	Knickerbocker Ice Co.	19 80
				Surrogates' Court, New York County.	
101241	7-31-15		8-10-15	Knickerbocker Towel Supply Co	20 00
101242	7-30-15		8-10-15	Arthur Mountain & Co	12 80
101243			8-10-15	Fallon Law Book Co.	37 11
				County Clerk, Kings County.	
101489	8- 1-15		8-11-15	Crescent Towel Supply Co	$3 25
101483	7- 1-15.	7-31-15	8-11-15	Clynta Water Co.	2 40
101484	7-31-15		8-11-15	Great Bear Spring Co	13 20
101485	6- 9-15		8-11-15	The Banks Law Publishing Co	7 20
101488			8-11-15	Chas. S. Devoy, as County Clerk	3 50
101487			8-11-15	Chas. S. Devoy, as County Clerk	1 80
				County Clerk, Queens County.	
100963	8- 3-15		8-10-15	The Western Union Telegraph Co...	$1 00
				Board of City Record.	
101503	7-26-15		8-11-15	The J. W. Pratt Co.	$19 27
101504				Tower Manufacturing & Novelty Co..	40 41
101505	7-21-15		8-11-15	William Bratter & Co.	32 40
101506	7-17-15		8-11-15	M. B. Brown Printing & Binding Co..	7 40
101507	7-19-15.	7-20-15	8-11-15	M. B. Brown Printing & Binding Co..	9 74
101508	7-23-15.	7-29-15	8-11-15	The Herald Square Press	9 89
101509	8- 5-15		8-11-15	The Brooklyn Daily Eagle	11 50
101510				P. J. Collison & Co	21 60
101511			8-11-15	The J. W. Pratt Co	51 02
101512				Vacuo Static Carbon Co	5 97
101492	7-30-15		8-11-15	Clarence S. Nathan, Inc	49 70
101491	7-19-15		8-11-15	Tower Manufacturing & Novelty Co	8 03
101494	8- 3-15		8-11-15	M. B. Brown Printing & Binding Co..	3 70
101493	7-22-15.	8- 4-15	8-11-15	P. J. Collison & Co	83 36
101496	8- 5-15		8-11-15	The Brooklyn Daily Eagle	11 44
101499	7-13-15.	7-27-15	8-11-15	Vacuo Static Carbon Co	19 84
				Department of Correction.	
4203			8-12-15	Robert W. McCully	33 25
97525	6-28-15		7-29-15	Peter J. Constant	55 09
101363			8-10-15	John Hayes, Warden	32 25
89839			8- 9-15	The Fairbanks Company	19 93
				District Attorney, Queens County.	
101374	7-21-15		8-11-15	A. S. Wickert	2 00
101384	7-17-15		8-11-15	William Loughran	15 00
101377			8-10-15	James H. Smith, Jr.	19 17
101378			8-10-15	James H. Smith, Jr.	32 42
101380			8-10-15	James H. Nix	13 14
101379			8-10-15	Alphonse L. McCormack	12 11
101375	7-31-15		8-11-15	Great Bear Spring Co	1 50
101372			8-10-15	Denis O'Leary	5 00
101373			8-10-15	Denis O'Leary	5 00
				Department of Docks and Ferries.	
99089	7-17-15		8- 3-15	Agent and Warden of Auburn Prison.	116 40
99092	7- 1-15		8- 3-15	Berry Brothers	275 00
99086	7-14-15		8- 3-15	Standard Oil Co. of New York	139 59
99090	7-28-15		8- 3-15	The Manhattan Supply Company	100 10
99073		41775	8- 3-15	Holbrook Cabot & Rollins Corp	19,008 45
99075		42798	8- 3-15	Henry Steers, Inc	6,588 00
100978	7-24-15		8-10-15	Globe Ticket Company	20 50
100979				Englebert Tyre Company	86 28
100982	7-31-15		8-10-15	Brooklyn Automobile Company	22 50
99081	7-30-15	42008	8- 3-15	Henry E. Meeker, Trading as Meeker & Co.	9,817 74
99077	7-26-15	38147	8- 3-15	William Farrell & Son	517 50
99079		42513	8- 3-15	Henry Frank, Jr.	721 59
99078		42512	8- 3-15	W. L. Woodside	3,329 04
99076	7-26-15	34482	8- 3-15	William Farrell & Son	222 72
99074	7-26-15	35520	8- 3-15	William Farrell & Son	768 90
				Board of Building Examiners.	
101513	8- 1-15		8-11-15	Mutual Towel Supply Co	4 80
				Board of Estimate and Apportionment.	
100571	7-23-15		8- 9-15	The Tabulating Machine Company	60 00
				Department of Education.	
100018	4-24-15		8-10-15	F. C. Stechert Co	2 66
101051	6-15-14		8-10-15	M. J. Tobin	12 20
101052	6- 9-15		8-10-15	Ginn & Co	14 04
101053	2- 8-15		8-10-15	Wm. P. Youngs & Bros	2 40
101054	3-31-15		8-10-15	Neostyle Envelope Co	6 70
101178	5-17-15	41207	8-10-15	Louis S. Gimbel	33
101078	6-24-15		8-10-15	William H. Strang	6 00
101077	1-19-15		8-10-15	Pettes & Randall Co	5 50

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.
101076	6-28-15	8.10-15	William H. Ellis	17 40
101075	6-22-15	8-10-15	Queens County Trust Co., Assignee of James H. Draper	65 26
101073	6-21-15	8-10-15	Alexander R. Boyce, Inc.	7 28
101072	6-15-15	8-10-15	Frederick H. Schaupp	4 25
101071	6-14-15	8.10-15	John F. Rogers & Co.	36 41
101070	6-14-15	8-10-15	George Roach	9 00
101069	6-10.15	8-10-15	Doncourt Construction Co.	19 70
101082	6-10-15	8-10-15	American Radiator Company	1 20
101081	5-22.15	8-10-15	Sargent & Company	1 33
101080	5-24-15	8-10-15	Rumsey Pump & Machine Co.	4 11
101086	6- 8-15	8-10-15	Bloomingdale Bros.	1 76
101085	4- 1-15. 6-18-15	8-10-15	Scientific Equipment Co.	6 78
101048	6.10-15	8-10-15	F. W. Devoe & C. T. Raynolds Co.	2 50
101049			David Williams Co.	19 20
101050	6- 5-15	8-10-15	A. C. Laurence	23 97
101047	6- 3-15	8-10-15	George W. Millar & Co.	18 00
101186		41475 8-10-15	H. T. Dakin	1 80
101187		41212 8.10-15	Eugene Dietzgen Co.	6 55
101160		41681 8-10-15	Henry Allen	5 56
101189		41629 8-11-15	American Book Co.	72 83
101171	5-31-15	41312 8-10-15	The Fleischmann Co.	21 60
101083	6-10-15	8.10-15	Favor, Ruhl & Co.	10 70
101064			The Safety Fire Extinguisher Co.	1 63
101055	6- 9-15	8-10-15	E. Steiger & Co.	2 00
101168	2- 9-15	39349 8-10-15	The Kny-Scheerer Co.	67 14
101167	12-16-14	39349 8-10.15	The Kny-Scheerer Co.	8 40
101188	5- 1-15	41639 8-10-15	Ginn & Company	14 75
101159		41745	Naughton, Mulgrew Motor Car Co.	60 50
101169	5-31-15	41311 8-10-15	Mutual Milk & Cream Co.	68 08
101161	4-30-15	41182 8-10.15	O. M. Gottesman	89 91
101170	6- 1-15	41463 8-10-15	Armour & Co.	18 80
101185	4-24-15	41257 8-10-15	The Bridgeport Wood Finishing Co.	1 83
99183	5-21-15	41182 8- 3.15	O. M. Gottesman	175 44
99125		42855 8- 3-15	Frank Di Stefano	450 00
99203	3- 9-15	41170 8- 3-15	A. P. W. Paper Co.	175 00
99193		41511	The Holbrook Mfg. Co.	661 15
99150	4- 1-15	41191 8- 3-15	Syndicate Trading Co.	169 69
98989	1. 2-15	41205 8- 3-15	Robertson Paper Co. of Bellows Falls, Vt., Assignee of W. D. Harper, Inc.	729 86
98999	5-26-15	41165 8- 3-15	Samuel Gabriel Sons & Company	471 60
99124		42620 8- 3-15	Frank Di Stefano	450 00
99042		42478 8- 3-15	C. L. Dooley, Inc.	747 00
99044		42458	Joseph A. Graf	570 15
99043		42148 8- 3-15	Samuel Nestle	540 00
99045		42488 8- 3-15	Frank Kiebitz	1,102 50
99047		40847	Jandous Electric Equip. Co., Inc.	990 00
99048		38601	John J. Kenney Co.	1,539 00
99142		41182	O. M. Gottesman	164 08
99143		41379	New York & Pennsylvania Co., Assignee of Hopper Paper Co.	3,806 44
99141		41379 8- 3-15	New York & Pennsylvania Co., Assignee of Hopper Paper Co.	1,850 55
99140		41124 9- 3-15	M. J. Tobin	1,540 61
99018		41347 8- 3-15	Cavanagh Bros. & Co.	111 68
99177	5-21-15	41194 8- 3-15	E. W. A. Rowles	150 00
99017	1-30-15	41243 8- 3-15	Putnam & Co.	100 00
99156		41209	Neostyle Envelope Co.	334 05
98994	5-29-15	41671 8- 3-15	The A. N. Palmer Co.	198 82
99156	5-11-15	41209 8- 3-15	Neostyle Envelope Co.	334 05
98985	5-26-15	41529 8- 3-15	Webster Loose Leaf Filing Co.	350 00
99015	5- 4-15	41345 8- 3-15	The Manhattan Supply Co.	149 65
98993	6- 2-15	41634 8- 3-15	The Corn Exchange Bank, Harlem Branch, Assignee of the Universal Co.	140 00
99149	3-24-15	41210 8- 3-15	Brooklyn Lumber Co.	484 35
99153	3-12-15	41183 8- 3-15	E. Steiger & Co.	1,053 36
98976	5- 5-15	41181 8- 3-15	Gerry & Murray	420 00
99162	5-21-15	41743 8- 3-15	A. B. Dick Co.	531 10
99003		41126	McMullan Trucking Co.	4,387 26
98990	6-28-15	42540 8- 3-15	George Morley	479 00
99200	5-12-15	41531 8- 3-15	Samuel Lewis	177 90
99046		38600 8- 3-15	Wells & Newton Co. of New York	1,440 00
99041		42453 8- 3-15	William Hahn	450 00
99049		42595 8- 3-15	P. Cohn & Co.	540 00
99298	4-27-15	41495 8- 4-15	Jas. S. Barron & Co.	1 88
99625	5-25-15. 6-14-15	8- 5-15	M. Kalmus	57 80
99611	6-15-15	8- 3-15	H. S. Brower	70 00
99617	6-14-15	8- 5-15	John F. Rogers & Co.	33 04
101040	6- 3-15. 6-19-15	8-10-15	Bloomingdale Brothers	3 45
101025	3-20-15. 4- 6-15	8-10-15	Montgomery & Co., Inc.	30 08
101022	5-25-15	8-10-15	John Wanamaker	19
101021	6- 8-15	8-10-15	Bramhall, Deane Co.	6 80
101118	5-29-15	8-10-15	The Peck Bros. & Co.	4 00
101117	5- 4-15	8-10-15	Samuel W. Cornell	80
101009	4-24-15. 4-28-15	8-10-15	F. C. Stechert Co.	9 17
101003	3-22-15. 4-30-15	8-10-15	F. C. Stechert Co.	22 38
101008			Henry Holt & Co.	26
101007	4-16-15	8-10-15	The Kny-Scheerer Co.	31 50
101005	4-20-15	8-10-15	D. Van Nostrand Co.	1 20
98105			W. R. Ostrander & Co.	148 35
			Department of Finance.	
101456			Charles Brown	$44 28
101456		8-11-15	Charles Brown	22 39
101455		8-11-15	Henrietta Elizabeth Lang	149 26
101455			Henrietta Elizabeth Lang	100 74
101454		8-11-15	Martin Rehbein	1,548 52
101454		8-11-15	Martin Rehbein	201 48
101453		8-11-15	Mary Jane Smitten	300 00
101452		8-11-15	Anthony Sturm & Bertha Sturm	75 00
101451		8-11-15	Eva Tamulinas	100 00
101450		8-11-15	George Uehlein	499 26
101450		8-11-15	George Uehlein	100 74
101449		8-11-15	Maria Allen	549 26
101449		8-11-15	Maria Allen	100 74
101448		8-11-15	Louisa Dixon	25 00
101447			Edward W. Cox, Executor and Testamentary Guardian, Under Will of Mary Brice, Deceased	722 70
101447		8-11-15	Edward W. Cox, Executor and Testamentary Guardian, Under Will of Mary Brice, Deceased	177 30
101273		8-10-15	August Belmont & Co.	179 00
101274		8-10-15	F. Adele Rogers	67 65
101272		8-10-15	Alfred R. Swan	2,231 78
100777			Clara Fink	4,703 56
100777			Clara Fink	603 55
100776			Christian Broschart and Richard Maehr	1,134 84
100776			Christian Broschart and Richard Maehr	888 23
100774			Frederick A. Buser and Frances Buser	184 23

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.
100774			Frederick A. Buser and Frances Buser	653 11
100773			John Auer and Carrie Auer	240 00
100772			John Auer and Carrie Auer	586 99
100771			Martha A. Arnow	21 90
100771			Martha A. Arnow	378 10
100770			William Waldorf Astor	8,499 93
100769			Ruth Fitzpatrick	15 70
100768			Joseph H. Fitzpatrick	47 09
100775			Kerran Claffey	347 20
100775			Kerran Claffey	327 80
100803			Anna Borgstedt	391 23
100804			Thomas Donohue	331 10
100804			Thomas Donohue	368 90
100805			Pancrazio Zasa & Antonia Zasa	95 04
100806			Vincenzo Todaro & Gaetano Armao	252 42
100950			Marie Hanley	1,308 47
100950			Marie Hanley	549 31
100950			Marie Hanley	712 38
100951			Marie Hanley	367 80
100764			Joseph H. Fitzpatrick	335 00
100765			Annie L. Fitzpatrick	148 57
100766			Rosina E. Fitzpatrick	15 69
100767			Annie L. Fitzpatrick	47 09
100763			Elizabeth B. Friedrichsen, Minnie C. Burkhard, Elizabeth B. Friedrichsen and Minnie C. Burkhard, as Assignee of William R. Burkhard	374 16
100763			Elizabeth B. Friedrichsen, Minnie C. Burkhard, Elizabeth B. Friedrichsen and Minnie C. Burkhard, as Assignee of William R. Burkhard	440 46
100939			Martin Riker Proctor	1,198 61
100939			Martha Riker Proctor	436 03
100940			John J. Riker	1,198 60
100940			John J. Riker	436 03
100941			Samuel Riker, Jr.	1,198 61
100941			Samuel Riker, Jr.	436 03
100942			Margaret Riker Haskell	1,198 60
100942			Margaret Riker Haskell	436 03
100943			Lavinia R. Strong	1,198 60
100943			Lavinia R. Strong	436 03
100944			Frank Wranek & Frances Wranek	500 00
100948			Frank A. Sovak, Annie Sovak, Frank Brodsky and Ida Brodsky	378 65
100947			Frank A. Sovak, Annie Sovak, Frank Brodsky and Ida Brodsky	400 00
100945			Frank Wranek and Frances Wranek	329 46
100945			Frank Wranek and Frances Wranek	706 23
100949			John J. Riker, Margaret Riker Haskell, Lavinia R. Strong, Samuel Riker, Jr. and Charles L. Riker, as Executors and Trustees of the Last Will and Testament of John L. Riker, deceased	1,198 61
100949			John J. Riker, Margaret Riker Haskell, Lavinia R. Strong, Samuel Riker, Jr. and Charles L. Riker, as Executors and Trustees of the Last Will and Testament of John L. Riker, deceased	436 03
100946			Frederica Thoma, Carolina Thoma and Louise Thoma	50 00
98907			New York Telephone Co.	141 30
100793			Thomas A. Murray and Honora A. Murray	360 33
100802			Anna Borgstedt	250 00
109690			August Baur	1,897 95
100800			Hugh Chapman and Mary C. Chapman	38 85
100800			Hugh Chapman and Mary C. Chapman	361 15
100799			Mary A. F. Thellusson	15 69
100798			Elizabeth B. Friedrichsen and Minnie C. Burkhard, as assignees of William R. Burkhard	850 00
100797			George Losere	205 60
100797			George Losere	694 40
100796			Grace Lansing Mackenzie	495 57
100796			Grace Lansing Mackenzie	600 40
100795			Minnie Marthens and Martha Schmorr	272 38
100794			Minnie Marthens and Martha Schmorr	77 18
100794			Minnie Marthens and Martha Schmorr	27 82
100793			Thomas A. Murray and Honora A. Murray	603 55
103277		8-16-15	Monthes Schizarakis	30 00
103144		8-14-15	Jeremiah Sullivan	36 00
			Fire Department.	
101338	7-21-15	8-11-15	Harry McGill	5 65
101339			A. Wissel's Son	59 00
101334	7-23-15	8-11-15	Bosch Magneto Co.	13 52
			Department of Health.	
99365	4- 1-15	8- 4-15	E. E. Smith, M. D.	75 00
			Board of Inebriety.	
101247			Lehigh & Hudson River Railway Co.	26
101244	8- 5-15	8-10-15	Lehigh and Hudson River Railway Co.	63 17
101246		8-10-15	C. F. Stokes	5 25
101245	7- 1-15. 7-23-15	8-10-15	Wells Fargo & Co., Express	2 68
			Commissioner of Jurors, Kings County.	
101156	7-31-15	8-10-15	Great Bear Spring Co.	1 50
			Department of Licenses.	
101268	8- 5-15	8-10-15	E. M. Morgan, Postmaster	100 00
			Law Department.	
4193	7- -15	8-11-15	G. L. Goodday	670 00
4194	7- -15	8- 7-15	Walter H. Guffin	260 00
101349	7-26-15	8-11-15	Henry Schultheis Co.	3 50
101342	8- 1-15	8-11-15	The Peerless Towel Supply Co.	4 60
101341	8- 2-15	8-11-15	Theo. Moss & Co.	1 24
101357		8-10-15	New York Telephone Co.	53 55
166			F. Dell Fenwick	397 50
165	6-24-15	8- 3-15	P. S. O'Brien	250 00
169		8- 3-15	Martin McHale	845 00
171		8- 3-15	Martin McHale	357 50
170	7-29-15	8- 3-15	William A. Cokeley	627 50
168	7-16-15	8- 3-15	John H. Murphy	240 00
3620			Katherine V. Francis, formerly Katherine V. Curry	306 80
167			Jere W. Kennedy	415 00
3629	7-15-15	8- 3-15	P. S. O'Brien	975 00
			The Mayoralty.	
101136	8- 4-15	8-10-15	New York Central Railroad Co.	36 15
			Public Administrator, Kings County.	
101789		8-11-15	New York Telephone Co.	82 89
101793		8-11-15	Frank V. Kelly	40 00

Finance Voucher No.	Invoice Dates or Contract Number.	Received in Department of Finance.	Name of Payee.	Amount.
			Department of Parks.	
100934			New York Zoological Society, Percy R. Pyne, Treasurer	5,451 97
100930			Thomas J. Van Wagner	3 00
100919	8- 1-15	8- 9-15	P. J. Cleary	14 50
100918	7-31-15	8- 9-15	Patrick E. Kelly	19 50
100908	7-21-15	8-10-15	Standard Oil Co. of New York	21 00
100909	7-26-15	8- 9-15	Bronx Rubber & Auto Specialties Co.	97 00
100913	7-10-15. 7-14-15	8- 9-15	Douglas Bros. Hardware Co., Inc.	6 10
100914	7-26-15	8- 9-15	Stewart, Warner Speedometer Corporation	3 50
100917	7-31-15	8- 9-15	Michael J. Cavanagh	14 50
100931		8- 9-15	August Pierson	130 00
100933	8- 5-15	8- 9-15	N. Y. Botanical Garden, James A. Scrymser, Treas.	7,760 00
			President of the Borough of Manhattan.	
99063		41327 8- 3-15	Electric Constn. & Supply Co.	$541 65
28408		7-28-15	Joseph F. Gross & Co.	662 00
101876	4- 1-15	8-12-15	Meyer, Denker, Sinram Co.	37 00
99062	6- 4-15	42388 8- 3-15	Meyer, Denker, Sinram Co.	145 80
99067		32054 8- 3-15	Harlem Contracting Co.	570 75
99068		24633 8- 3-15	Harlem Contracting Co.	143 70
99066		42654 8- 3-15	Laconia Contracting Co., Inc.	714 00
99066		42654 8- 3-15	John T. Dooling, Assignee of Laconia Contracting Co., Inc.	1,071 00
			President of the Borough of The Bronx.	
100247	7-17-15	8- 6-15	L. C. Smith & Bros. Typewriter Co.	$81 00
			President of the Borough of Brooklyn.	
99265	6-30-15	41899 8- 3-15	J. P. Taaffe	$524 99
			President of the Borough of Queens.	
99236	6-30-15	8- 3-15	Remington Typewriter Co.	$231 18
99233	7-20-15. 7-23-15	8- 3-15	Walldorf, Hafner & Schultz	151 24
99245	3-31-15	8- 3-15	Eimer & Amend	291 80
99257	6-30-15	8- 3-15	The Long Island Railroad Co.	292 50
99258	7- 7-15	8- 3-15	New York & Queens Electric Light & Power Co.	159 39
100216		8- 6-15	A. J. Juster	25 00
99269		41140	Peace Brothers	474 02
99272		42163	Cornelius Vanderbilt	3,546 00
99270		33617 8- 3-15	Standard Bitulithic Co.	534 04
101768		8-11-15	Fred L. Klee	76 40
99268	2- 1-15	41549 8- 3-15	A. J. & J. J. McCollum, Inc.	4,067 59
			President of the Borough of Richmond.	
101303	7- 2-15	8-11-15	Zorn & Schrengauer	$98 40
101302		8-11-15	Taylor Instrument Cos.	3 50
101300	6-30-15	8-11-15	Crandall Packing Co.	5 31
101298	6-24-15	8-11-15	The Texas Co.	14 21
101294	7- 1-15	8-11-15	William J. Crosson	14 00
101285	6-30-15	8-11-15	The Emerson Electric Mfg. Co.	2 70
101280		8-11-15	Platt & Washburn Refining Co.	11 22
101296	7-30-15	8-10-15	Brady Brothers	9 88
101286	7- 1-15	8-11-15	Killian's Garage	15 00
101288	5- 7-15	8-11-15	George H. Kress, Sr.	10 00
101292	6-30-15	8-11-15	Zorn & Schrengauer	1 25
101284	7-14-15	8-11-15	Flint & Chester, Inc.	7 44
			Department of Public Charities.	
99111	6-30-15	42575 8- 3-15	Commission Merchants Association, Assignee of Louis Strauss	$2,528 61
99119	5- 1-15	42200 8- 3-15	Meeker & Co.	4,429 54
99118	4-29-15	42223 8- 3-15	Theodore Linington, Jr.	127 25
100660	5-27-15. 6-18-15	8- 9-15	West End Auto Supply Co.	1 25
100706	6-29-15	8- 9-15	The Frank, Richard & Gardner Co.	33 96
100665	6-16-15. 7-15-15	8- 9-15	James S. Barron & Co.	7 50
100690			Troy Laundry Machinery Co., Ltd.	2 30
100677	5-28-15	8- 9-15	Francis H. Leggett Company	46 36
100691	6-26-15	8- 9-15	Tower Manufacturing & Novelty Co.	2 00
100626	7-19-15	8- 9-15	W. R. Ostrander & Co.	7 50
100621	7- 8-15	8- 9-15	The White Company	1 60
100718	5- 7-15	8- 9-15	Valvoline Oil Co.	17 85
100689	6-21-15	8- 9-15	M. Meyers, Inc.	15 00
100680	6-30-15	8- 9-15	Foster, Scott Ice Company	35 72
100619	4-22-15	8- 9-15	The A. S. Boyle Co.	51 00
100618	6-10-15	8- 9-15	Standard Oil Co. of New York	9 90
100612	6-30-15	8- 9-15	The Empire State Dairy Co.	8 84
	7- 9-15	8- 9-15	John Bellmann	6 20
100607	6-30-15	8- 9-15	Borden's Condensed Milk Co.	12 60
100611	5-18-15	8- 9-15	J. F. Gylsen	31 00
100687	6. 2-15. 6-16-15	8- 9-15	Abbott Manufacturing Company	12 60
100685	6-25-15. 6-30-15	8- 9-15	James S. Barron & Co.	4 40
100716			Jas. Tregarthen Son & Co.	20 00
100657	6-30-15	8- 9-15	Welsbach Gas Lamp Co.	18 00
100608	6-30-15	8- 9-15	R. F. Stevens Co.	63 71
100965			Angus P. Thorne, Supt.	962 00
94231	6- 7-15	7-21-15	The Fairbanks Company	32 50
99113	6-30-15	42049 8- 3-15	T. J. Taylor Milk Co.	2,595 71
99112	6-30-15	42054 8- 3-15	J. D. Stout & Co.	763 73
99121		42532 8- 3-15	The Underpinning & Foundation Co.	10,080 00
99122		34358 8- 3-15	Daniel J. Ryan	119 80
99117	6-30-15	42576 8- 3-15	David Isaacs	428 84
99114		42055	Borden's Condensed Milk Co.	213 60
99110	7- 1-15	42585 8- 3-15	Sulzberger & Sons Co.	3,560 51
3718		8- 4-15	William G. Lush	250 00
			Sheriff, New York County.	
4157	7- -15	8-11-15	Goldie Eckstein	$90 00
			Sheriff, Queens County.	
100760			Samuel J. Mitchell, Under Sheriff	$340 83
101370	8- 4-15	8-11-15	Empire State Window Cleaning and Towel Supply Co.	4 44
101369	7-31-15	8-11-15	Great Bear Spring Co.	1 20
			Sheriff, Richmond County.	
101412	7- 1-15	8-11-15	Lockwood & Colton	$58 41
101411	8- 2-15	8-11-15	Edward C. Kunath	29 52
101414	8- 2-15	8-11-15	W. B. Schutte	12 25
101410	7-31-15	8-11-15	Borden's Condensed Milk Company	5 49
101413	2-31-15	8-11-15	M. McQuade & Co.	36 95
			Board of Water Supply.	
4169		8-11-15	Hiram F. Whitney	$50 00
4170		8-11-15	Joseph F. Hartman	42 50
101546		8-11-15	New York Telephone Co.	11 71
101551			Wilson Fitch Smith	6 26
101550		8-11-15	Winfred D. Hubbard	55 14
101549		8-11-15	Geo. G. Honness	13 80
101547		8-11-15	Charles P. Berkey	17 64
101548		8-11-15	Charles M. Clark	58 01
101552		8-11-15	Charles E. Wells	7 42
101555		8-11-15	Frank E. Winsor	22 30
101556		8-11-15	George P. Wood	5 60
101553		8-11-15	Ralph N. Wheeler, Dept. Engr.	149 17
			Department of Water Supply, Gas and Electricity.	
100860		41608	The National Gas Governor Co.	$55 65
100972	5-31-15	41285 8- 1-15	The Flatbush Gas Company	98 40
100846	6- 1-15	41291 8- 9-15	Westchester Lighting Co.	39 30
100855	6- 1-15	41923 8- 9-15	The Bronx Gas & Electric Co.	94 31
100837	5-29-15	41931 8- 9-15	Welsbach Street Lighting Company of America	23 50
100974	6- 8-15	41283 8-10-15	Brooklyn Borough Gas Co.	78 67
100542	7-21-15	8- 9-15	Borough Asphalt Company	3 75
101146	6- 1-15	8-10-15	J. C. Gorey & Co.	9 45
101148	7-15-15	8-10-15	Department of Correction	72 00
101149		8-10-15	A. F. Brombacher & Co.	10 00
101151	7- 8-15	8-10-15	Meder-Staudt Company, Inc.	3 75
100193	7-21-15	8- 6-15	Brooklyn Alcatraz Asphalt Co.	34 75
100195	7-21-15	8- 6-15	The Brooklyn Alcatraz Asphalt Co.	4 25
100194	7-12-15	8- 6-15	Cranford Company	10 50
100545			The Brooklyn Alcatraz Asphalt Co.	3 00
100175			The Brooklyn Alcatraz Asphalt Co.	13 00
101144	6-24-15	8-10-15	Thomas F. McEnaney	16 87
100544	7-15-15	8- 9-15	Uvalde Asphalt Paving Co.	3 00

VOUCHERS RECEIVED IN DEPARTMENT OF FINANCE, MONDAY, AUGUST 16, 1915.

A statement is herewith submitted of all vouchers filed in the Department of Finance on this date, in which is shown the Department of Finance voucher number, the date of the invoices or the registered number of the contract, the name of the payee and the amount of the claim. Where two or more bills are embraced in one voucher the date of the earliest is given, excepting that when such vouchers are submitted under a contract the registered number of the contract is shown instead.

WILLIAM A. PRENDERGAST, Comptroller.

Finance Voucher No.	Invoice Date or Contract Number.	Name of Payee.	Amount
		Coroner, Borough of Richmond.	
103417		E. Newman & Son	$7 50
		County Clerk, Queens County.	
103226		Leonard Ruoff	$48 60
		Board of Excise, New York County.	
103284		Thomas F. McAvoy	$1,107 44
		Board of Excise, Kings County.	
103228		Jas. I. Kelly	$87 50
		Department of Finance.	
103279		Richard Morrison	$30 00
103280		Helen Rohl, daughter of John McHugh, missing	24 17
103281		Susan M. Hayes	62 50
103282		Mary C. Fox	10 89
103283		Mary and Benj. Schifenberg	21 34
103227		Monthes Schizarakis	30 00
103260		Est. of Adelaide M. McLaughlin; John G. McLaughlin, Adm.	104 75
103261		D. Calucci	3 42
103262		Municipal Liens Co.	1,169 44
103263		Augustus Hallbloom	671 68
103264		Geo. M. Laubshire	145 00
103265		Edward M. Franklin	7 61
103266		Cocoa Cola Bottling Works of New York	2,700 00
103267		Franklin Burke	50 00
103268		Wm. Steinach	50 00
103269		H. Valentine Wildman	50 00
103270		Israel M. Lerner	50 15
103271		Henry Unterweiser	62 54
103272		Benj. Simon	62 14
103273		Rudolph Stutzmann	50 00
103274		Sol. Jacobson	50 00
103275		Hinman Bros.	50 00
103276		Jas. Cunningham	50 00
103277		Trustees of the Dept. of Health Pension Fund	4,867 00
103278		Treasurer of the State of New York	389 00
103230		Henry P. Veltz	545 00
103231		Alvah W. Burlinghame, Jr.	575 00
103232		Geo. A. Steves	400 00
		Department of Education.	
103213	5- 7-15	Woldenberg & Schaar	$62 68
		Woldenberg & Schaar	16 37
103214	5-13-15	L. C. Smith & Bros. Typewriter Co.	10 50
		L. C. Smith & Bros. Typewriter Co.	35 00
103215	5-29-15	Underwood & Underwood	188 28
		Underwood & Underwood	50 80
		Underwood & Underwood	29 80
103216	5-20-15	Stanley & Patterson	16 97
		Stanley & Patterson	38
103217	4-14-15	Woldenberg & Schaar	21
103218	6-23-15	L. E. Knott Apparatus Co.	2 78
103219	6- 7-15	Scientific Equipment Co.	47 64
103220	41532	Schoverling, Daly & Gales	94 27
103221	42770	L. E. Knott Apparatus Co.	33 50
103222	41743	A. B. Dick Co.	129 00
103223	41742	Underwood Typewriter Co.	65 00
103209	39288	Longmans, Green & Co.	71 79
103210	39285	D. C. Heath & Co.	42 67
103211	39284	D. Appleton & Co.	66 41
103212	39295	American Book Co.	265 74
103224	39285	D. C. Heath & Co.	94 66
103236	39291	Ginn & Co.	31 19
103237	39292	The A. S. Barnes Co.	19 52
103238	416	Abraham & Strauss	15 80
103239	435	Chas. Scribner's Sons	12 55
103240	41702	J. W. Pratt Co.	400 25
103241	41461	J. W. Pratt Co.	176 40
103242	41484	J. W. Pratt Co.	410 44
103243	39693	New York Construction Co.	1,300 00
103244	39142	Christopher Nally	1,549 00
103245	38081	T. Frederick Jackson, Inc.	1,204 00
103246	30081	T. Frederick Jackson, Inc.	109 25
103247	41374	Hazelton Bros., Inc.	468 00
103248	41941	I. Langner	630 00
103249	42605	I. Langner	540 00
103250	42310	Edward Theriault	495 00
103251	42479	M. D. Lundin	666 00
103252	92619	Goldberg & Perelmutter	450 00
103253	42146	Goldberg & Perlmutter	450 00
103254	40084	Interboro Decorating Co.	700 40
103255	41007	Christopher Nally	1,376 50
103256	41373	Hazleton Bros.	234 00
103233	41678	Scientific Euipment Co.	86 64
103234	41380	A. G. Spalding & Bros.	31 50
103235	41477	Wm. H. Sidway	71 53
103229	7- 1-15	Interborough Delivery Co.	720 00
		Department of Parks, Boroughs of Manhattan and Richmond.	
103434	41326	Frank J. Lennon Co.	$1,153 97
		Department of Parks, Borough of The Bronx.	
103497	34781	J. F. Walsh	$940 00
103498	34781	J. F. Walsh	3,098 40
		Police Department.	
103408	7-23-15	Thos. F. Meyer	$12 60
103409	7-23-15	Nelson Bros.	19 10
103410	6-30-15	Welsbach Gas Lamp Co.	770 65
103411	6-30-15	Welsbach Gas Lamp Co.	638 55
103412	7-27-15	Colt Stratton Co.	34 50
103413	7-31-15	Colt Stratton Co.	74 90
103414	7-27-15	Stewart Warner Speedometer Corp.	1 00
103383	7-21-15	A. F. Brombacher & Co.	57 72
103384	7- 8-15	Fiske Iron Works	80 00
103385	7-20-15	Knickerbocker Supply Co.	29 51
103386	7-20-15	Bruce & Cook	18 90
103387	7-19-15	Hammacher, Schlemmer	1 70
103388	7-22-15	Hull, Grippen & Co.	4 30
103389	7-20-15	Knickerbocker Supply Co.	78 71
103390	7-16-15	John Orr Co.	14 40
103391	7-31-15	Pierce, Buttler & Pierce	15 20
103392	6-24-15	Chas. D. Durkee & Co.	26 14
103393	6-20-15	John Hankin & Bro.	72 00
103394	7-27-15	Remington Typewriter Co.	35 65
103395	6- 1-15	Mauro Yarusso	73 00
103396	7-22-15	Kipp Wagon Co.	24 80

Finance Voucher No.	Invoice Date or Contract Number.	Name of Payee.	Amount.
103397	6-17-15	Klum Plumbing & Heating Co.	6 65
103398	7-13-15	H. & F. Mesinger Mfg. Co.	10 00
103399	7-22-15	Otis Elevator Co.	19 14
103400	7-24-15	H. Tasoff	20 00
103401	7-16-15	R. W. Tate	2 00
103402	7-23-15	Walter J. Best, Jr.	39 25
103403	7-19-15	Columbus Awning Co.	141 00
103404	7-24-15	Columbus Awning Co.	5 00
103405	8- 1-15	Chas. G. Knies	25 00
103406	6- 1-15	Thomas Martin	31 00
103407	7-23-15	Thos. F. Meyer	7 00
103371	7-23-15	Stanley & Patterson	80 28
103372	7- 2-15	Matthew Bender Co., Inc.	65 00
103373	7-23-15	Conner, Fendler & Co,	2 16
103374	6- 1-15	A. & W., Clinton Prison	160 00
103375	5-18-15	A. & W., Sing Sing Prison	38 97
103376	5- 8-15	Auburn Prison	66 00
103377		Knickerbocker Supply Co.	183 90
103378	6-26-15	American Seating Co.	416 00
103379	6- 4-15	N. Y. Sporting Goods Co.	61 20
103380	7-27-15	Protectyre Co.	257 60
103381	7-26-15	Ford Motor Co.	514 15
103382	7-21-15	American Flag Co.	30 00
103359	7-29-15	Somerset & Fairmont Coal Co.	78 75
103360		Somerset & Fairmont Coal Co.	78 75
103361	7-20-15	Standard Oil Co.	329 50
103362	7-20-15	F. N. Anderson & Co.	6 90
103663	7-27-15	Joseph I. Grady, Inc.	7 00
103364	7-27-15	Ferdinand Kuster	14 95
103365	7-20-15	O. J. Maigne Co.	2 25
103366	7-24-15	Geo. N. Millar Co.	416 02
103367	3-12-15	John C. Moore Corp.	2 00
103368	7- 1-15	N. Y. Blue Print Paper Co.	24 08
103369	7-16-15	Fiske Bros. Refining Co.	356 40
103370	4-21-15	E. B. Latham & Co.	31 11
		President of the Borough of Manhattan.	
103312	5-31-15	United States Wood Preserving Co.	$882 35
103313	6-30-15	United States Wood Preserving Co.	10 40
103314	6-17-15	The Sicilina Asphalt Paving Co.	250 25
103315	7- 2-15	Republic Construction Co.	28 15
103316	7- 2-15	W. J. Fitzgerald	34 65
103317	4-15-15	The Barber Asphalt Paving Co.	343 40
103318	6-28-15	The Asphalt Construction Co.	109 16
103285	7-23-15	The Clark & Wilkins Co.	140 00
103286	6-17-15	H. W. Johns-Manville Co.	9 28
103287	6-22-15	The Specification Soap & Oil Co.	40 30
103288	6-30-15	Specialty Sales Co.	125 00
103289	7- 8-15	Watson Wagon Co.	9 78
103290	6-19-15	Chesbro Whitman Co., Inc.	1 80
103291	7- 2-15	The Good Roads Machinery Co., Inc.	58 00
103292	6-10-15	Hercules Mfg. Co.	17 64
103293	6-21-15	Samuel Lewis	1 20
103294	7-27-15	Holgan Brothers	17 95
103295	7-30-15	Lenox Sand & Gravel Co.	70 00
103296	7- 9-15	Crossman Co.	856 80
103297	6-24-15	The East River Mill & Lumber Co.	46 00
103298		Lewis & Egginton	3 84
103299	7-26-15	Dickerson, Van Dusen & Co.	41 71
103300	7-14-15	The Good Roads Machinery Co., Inc.	4 00
103301	5-12-15	The Barber Asphalt Paving Co.	180 00
103302	6-30-15	Almirall & Co., Inc.	236 21
103303	7-27-15	Otis Elevator Co.	525 53
103304	7-31-15	Hoffman & Hyams	95 00
103305	7-28-15	Charles T. Willis, Inc.	535 50
103306	7-28-15	Charles T. Willis, Inc.	6,023 61
103307	6-30-15	United States Wood Preserving Co.	300 92
103308		Uvalde Contracting Co.	602 95
103309	7-19-15	The Barber Asphalt Paving Co.	96 75
103310	7-31-15	The Asphalt Construction Co.	899 60
103311	7- 9-15	The Cleveland Trinidad Paving Co.	826 62
		President of the Borough of The Bronx.	
103429	42702	Standard Oil Co. of N. Y.	$3,219 91
103430	40707	Municipal Asphalt Co.	1,278 32
103431	40998	Burnside Cont. Co.	946 78
103432	41411	Jos. L. Sigretto & Co.	32,290 65
103433	42438	J. Leopold & Co., Inc.	12,484 71
		President of the Borough of Brooklyn.	
103499		Chas. S. Stratton	$4 85
103500		E. H. Clark	11 65
103501		D. Nechamkus	5 00
103502		C. J. Knox	7 00
103503		Thos. H. Dunham	2 25
103504		Wm. J. Shea	20 30
103505		Wm. J. Shea	49 30
103506		Wm. J. Shea	104 60
103507		Jos. J. Marring	5 80
103508		Frank Merendino	66 92
103509		Thos. J. McGee	15 80
103510		Thos. J. McGee	87 75
103473	7-30-15	Philipp Dinger	109 35
103474	7-31-15	Wm. T. Allen	55 00
103475	7- 1-15	Elihu K. Baynon	30 50
103476	8- 2-15	Thos. Corr	27 50
103477	7-31-15	Walter Doscher	27 50
103478	8- 2-15	Daniel A. Maher	22 00
103479	7-31-15	Park Stable	137 50
103480	7- 2-15	L. E. Parr	2 50
103481	8- 7-15	Thos. F. Reid	14 00
103482	7-31-15	Union League Stables, Inc.	27 50
103483	7-27-15	Alexander Walker & Son.	5 50
103484		Brooklyn Blue Print Works	96
103485	7-31-15	Brooklyn Blue Print Works	2 80
103486	8- 1-15	Midwood Garage	35 14
103487	8- 1-15	Midwood Garage	40 00
103488	8- 1-15	Midwood Garage	4 00
103489	8- 1-15	Christensen & Boesen	29 50
103490	7-22-15	Van Brunt Tandy	5 50
103491		Kanouse Mt. Water Co.	14 40
103492	8- 2-15	Title Guarantee & Trust Co.	5 25
103493	7- 7-15	Sweeney & Nail Auto Co.	42 48
103494	7-20-15	Trautwein Tire & Repair Co.	13 14
103495		Standard Stamp Affixer Co.	2 39
103495	7-20-15	Detroit Cadillac Motor Car Co.	2 00
103435	7-12-15	Royal Eastern Electrical Supply Co.	1 04
103436	7-26-15	Royal Eastern Electrical Supply Co.	31 50
103437	7-16-15	H. & B. Auto Sales Co.	6 40
103438	7-28-15	Keuffel & Esser Co.	3 66
103439	7-27-15	Henry Frank, Jr.	3 11
103440	7-23-15	Wm. Conley	7 50
103441	7- 2-15	J. H. MacDowell Lumber Co., Inc.	4 34
103442	6-30-15	C. W. Keenan	32 05
103443	7-21-15	B. Diamond	738 00
103444	6-20-15	J. Morris	2 85
103445	7- 1-15	Saml. Kaplan	11 85
103446	7-16-15	The Long Island Wire Works, Inc.	16 75
103447	8- 2-15	M. S. Brown	9 09
103448	8- 1-15	Wm. F. Ruddy	11 00
103449	7-22-15	Fallon Law Book Co.	13 80
103450	7-22-15	Royal Eastern Electrical Supply Co.	3 50
103451	7- 1-15	Saml. Kaplan	1 00
103452	7-29-15	Stevenson & Marsters	3 00
103453	8- 4-15	Stevenson & Marsters	50 00
103454	7-31-15	Royal Garage & Machine Co.	11 52
103455	7-28-15	Geo. W. Speaight	19 00
103456	7-24-15	Oriental Rubber & Supply Co.	28 40
103457	7-30-15	Royal Garage & Machine Works	57 60
103458	7-30-15	Rutherford Rubber Co.	27 54
103459	6-10-15	The Hastings Pav. Co.	953 00
103460	7-30-15	Remington Typewriter Co.	75
103461		The J. M. Palmer Co.	92 50
103462	7-31-15	Royal Garage & Machine Works	20 00
103463	7-31-15	Wm. T. Allen	220 00
103464	8- 1-15	Brighton Stables	55 00
103465	8- 7-15	Gilbert Dean	11 00
103466	7-31-15	Walter Doscher	55 00
103467	7-29-15	Owen Drum	28 75
103468	8- 2-15	Daniel A. Maher	50 75
103469	7-31-15	Union League Stables	110 00
103470	7-31-15	Royal Garage & Machine Works	6 15
103471		The Central Foundry Co.	70 73
103472		The Garlock Packing Co.	15 06
103511		Jas. J. Byrne	33 95
103512		Wm. M. Richards	162 15
		President of the Borough of Richmond.	
103418	41501	Carrere & Hastings	$1,772 24
103419	40939	John H. Parker Co.	53,167 10
103420		Richmond Ice Co.	20 41
103421		Robt. Bailey	25 75
103422		Wm. B. Kenney	4 00
103423		John Timlin, Jr.	5 50
103424		Theodor S. Oxholm	12 90
103425		Theodor S. Oxholm	41 47
103426		Robt. Bailey	165 50
103427		E. H. Seehusen	7 20
103428		John J. Collins	15 30
		Commissioner of Records, New York County.	
103225		Direct Line Telephone	$16 00
		Register, Bronx County.	
103415		Gramatan Spring Water Co.	$6 50
103416		Theodore Kolber	3 31
		Department of Street Cleaning.	
103257		J. T. Fetherston	$361 87
103258		J. T. Fetherston	69 76
103259		J. T. Fetherston	962 85
		Department of Water Supply, Gas and Electricity.	
103319	7-15-15	Robt. Gordon & Son	$5 00
103320	7-17-15	Keuffel & Esser Co.	12 48
103321	7-22-15	The International Seal & Knot Protector Co.	80 00
103322	5-15-15	Peerless Rubber & Mfg. Co.	110 55
103323	7-14-15	Smith-Worthington Co.	1 80
103324	7-16-15	Manhattan Supply Co.	45 67
103325	7-14-15	A. F. Brombacher & Co.	2 28
103326		Combination Rubber Mfg. Co.	85 87
103327	6-30-15	N. Y. Central R. R. Co.	20 00
103328	7-21-15	Real Estate Record & Guide	8 00
103329		Cling Surface Co.	8 75
103330	7-14-15	N. Y. Sporting Goods Co.	22 43
103331	5-13-15	Peerless Rubber Mfg. Co.	29 50
103332	7-29-15	A. C. Jacobson & Sons	43 40
103333	8- 3-15	Alfred Chatwin Supply Co.	22 23
103334	8- 3-15	Alfred Chatwin Supply Co.	17 88
103335	7-23-15	M. T. Davidson Co.	53 00
103336	7-16-15	National Lead Co.	10 88
103337		Daniel McCarthy	78 00
103338	7-23-15	John Wanamaker	4 75
103339	7-13-15	Oriental Rubber & Supply Co., Inc.	42 20
103340	7-12-15	Clement Restein Co.	13 20
103341	7-30-15	Hoffman Corr. Mfg. Co.	37 27
103342	7-31-15	Great Bear Spring Co.	90
103343	8- 3-15	Alfred Chatwin Supply Co.	8 61
103344	7-22-15	L. B. Richards	29 50
103345		Kanouse Mt. Water Co.	60
103346	7- 1-15	F. F. Fuhrmann	12 65
103347	8- 1-15	Samuel Olim	6 40
103348	7-20-15	John A. Roebling's Sons Co.	31 20
103349	7-19-15	Henry Moss & Co.	80
103350		The Globe Wernicke Co.	14 50
103351	7- 8-15	Oriental Rubber & Supply Co., Inc.	36 96
103352	7-15-15	Oriental Rubber & Supply Co., Inc.	57 58
103353		Water Works Equipment Co.	69 00
103354	7- 1-15	Rudolph Jurgensen	47 72
103355	7-31-15	Thos. H. Tyrrell	27 50
103356	7-31-15	Lithoprint Co.	71 54
103357	7-14-15	Burroughs Adding Machine Co.	5 50
103358	8- 3-15	E. Belcher Hyde	14 00

TENEMENT HOUSE DEPARTMENT.

REPORT FOR QUARTER ENDED JUNE 30, 1915.

Tenements.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Richmond.	New York City.
Old Law	35,770	4,850	35,206	1,897	387	78,110
New Law	5,135	5,023	11,463	3,359	24	25,004
Total	40,905	9,873	46,669	5,256	411	103,114
Quarter Ended June 30, 1914.						
Old Law	35,985	4,827	35,482	1,939	411	78,644
New Law	5,007	4,758	10,854	3,123	23	23,765
Total	40,992	9,585	46,336	5,062	434	102,409
Apartments in Tenements.						
Old Law	393,320	32,810	165,495	8,183	1,506	601,314
New Law	139,189	89,433	94,026	17,192	155	339,995
Total	532,509	122,243	259,521	25,375	1,661	941,309
Quarter Ended June 30, 1914.						
Old Law	394,612	32,812	166,488	8,323	1,594	603,829
New Law	134,757	83,305	84,827	15,156	140	318,185
Total	529,369	116,117	251,315	23,479	1,734	922,014
New Law Tenements Erected.						
Buildings	14	43	127	44	....	228
Apartments	559	1,034	1,776	489	....	3,858
Rooms	2,917	3,839	7,039	2,080	....	15,825
Estimated Cost	$3,045,000	$1,951,500	$2,593,500	$726,000	....	$8,316,000

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Richmond.	New York City.
Quarter Ended June 30, 1914.						
Buildings	9	27	115	63	1	215
Apartments	288	622	1,439	514	17	2,880
Rooms	1,564	2,344	5,924	2,372	88	12,292
Estimated Cost	$1,405,000	$1,179,000	$2,277,500	$760,000	$45,000	$5,666,500
Tenements Demolished.						
Old Law	35	1	23	6	1	66
New Law	..	..	..	2	..	2
Total	35	1	23	8	1	68
Quarter Ended June 30, 1914.						
Old Law	85	..	29	1	..	115
New Law	2	..	..	..	..	2
Total	87	..	29	1	..	117
New Tenement Plans Filed.						
Plans	49	94	174	68	2	387
Tenements	63	152	268	148	2	633
Apartments	1,870	3,657	3,710	1,117	10	10,364
Rooms	7,773	14,232	14,430	4,982	48	41,465
Estimated Cost	$5,512,500	$7,089,500	$6,272,400	$1,590,500	$17,000	$20,481,900
Quarter Ended June 30, 1914.						
Plans	39	63	166	85	1	354
Tenements	47	104	266	171	1	589
Apartments	1,691	2,283	4,772	1,240	5	9,991
Rooms	7,883	8,978	19,089	5,632	15	41,597
Estimated Cost	$6,647,000	$4,627,200	$7,216,100	$1,910,000	$3,000	$20,403,300
Plans Filed for the Alterations.						
Alteration Plans	356	57	275	20	9	717
Tenements	388	64	292	20	15	779
Estimated Cost	$363,454	$25,500	$121,140	$6,780	$6,265	$523,139

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Quarter Ended June 30, 1914.						
Alteration Plans	463	116	297	25	20	921
Tenements	510	128	310	25	21	994
Estimated Cost	$442,446	$83,310	$108,560	$18,155	$5,260	$657,731
Slips Filed for the Repair of Tenements.						
Repair Slips	292	26	118	11	6	453
Tenements	292	26	119	11	6	454
Estimated Cost.....	$22,103	$2,356	$5,683	$4,455	$203	$34,800
Quarter Ended June 30, 1914.						
Repair Slips	207	74	122	17	25	445
Tenements	208	81	124	17	25	455
Estimated Cost.....	$39,961	$4,820	$3,700	$1,770	$608	$50,859

Tenements for Which Ownership Was Registered.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Tenements registered...	1,681	856	2,241	133	13	4,924
Quarter Ended June 30, 1914.						
Tenements registered...	4,105	772	2,414	300	52	7,643

Searches Made and Transcripts of Tenement Violations Issued.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Applications received...	1,806	482	2,194	111	2	4,595
Quarter Ended June 30, 1914.						
Applications received...	2,342	959	1,972	65	4	5.342

Complaints Concerning Tenements.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Pending April 1, 1915..	630	60	303	14	12	1,019
Signed	2,012	88	585	32	27	2,744
Anonymous	4,417	240	929	62	14	5,662
From other departments	591	292	869	150	.....	1,902
Total.....	7,020	620	2,383	244	41	10,308
Violations issued—						
Old building	1,646	131	786	71	2	2,636
New building	.....	.....	.....	1	.....	1
Alteration	55	.....	.....	.....	.....	55
Prostitution	105	.....	15	.....	.....	120
Previously acted on	403	5	197	16	.....	621
Cause removed	1,963	189	353	18	.....	2,523
Referred to other departments	566	43	132	5	[redacted]	754
No basis	1,305	69	474	31	[redacted]	[redacted]
No action necessary ...	705	180	464	86	[redacted]	1,455
Total.....	6,748	617	2,421	228	39	10.053
Pending June 30, 1915..	902	63	265	30	14	1,274
Quarter Ended June 30, 1914.						
Pending April 1, 1914..	566	106	250	43	8	973
Received	6.926	845	3,100	254	54	11,179
Acted on	6,269	756	2,902	246	46	10,219
Pending June 30, 1914..	657	89	198	8	8	960

New Building Violations Filed on Tenements in Process of Erection.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Pending March 31, 1915	23	80	229	76	..	408
Filed	120	282	249	34	..	685
Dismissed	84	214	149	14	..	461
Cancelled	9	12	90	34	..	145
Pending June 30, 1915..	50	136	239	62	..	487
Quarter Ended June 30, 1914.						
Pending March 31, 1914	28	74	402	79	..	583
Filed	103	215	301	38	3	660
Dismissed	72	174	207	27	2	482
Cancelled	10	5	126	26	1	168
Pending June 30, 1914..	49	110	370	64	..	593

Tenements (Completed Buildings) With Violations.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Cases (One for Each Tenement)—						
Pending April 1, 1915	18,523	1,794	21,482	2,494	426	44,719
Filed	7,597	650	6,497	119	5	14,868
Dismissed	3,324	429	2,711	410	21	6,895
Pending June 30, 1915	22,796	2,015	25,268	2,203	410	52,692
Quarter Ended June 30, 1914.						
Cases (One for Each Tenement)—						
Pending April 1, 1914	24,781	2,959	17,483	1,187	367	46,777
Filed	3,722	515	8,863	234	97	13,431
Dismissed	6,029	861	2,918	170	33	10,011
Pending June 30, 1914	22,474	2,613	23,428	1,251	431	50,197

Dark Rooms and School Sinks in Old Law Tenements.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Rooms on inadequate shaft	....	35	187	150	5	377
Rooms with inadequate opening to adjoining room	210	5	988	290	30	1,523
Rooms opening on covered shaft	2,530	....	617	328	2	3,477
Rooms without windows	958	27	19	15	58	1,077
*School sinks or privies	13	....	20	104	5	142
Quarter Ended June 30, 1914.						
Rooms on inadequate shaft	....	60	452	35	7	554
Rooms with inadequate opening to adjoining room	1,868	16	2,383	277	70	4,614
Rooms opening on covered shaft	5,712	54	583	224	38	6,611
Rooms without windows	2,226	51	2,666	718	73	5,734
*School sinks or privies	21	....	27	136	10	194

*Note—There remains no school sink on tenement property in the City of New York except where the house is vacant, where the school sink structure has been removed but not all the requirements of the law have been met, or where the fixture cannot be removed at present, owing to lack of proper sewer connection.

Old Law Tenements With Structural Violations.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Tenements with structural violations pending April 1, 1915.....	3,003	237	9,357	588	206	13,391
New cases	8	10	114	10	3	145
Defects remedied	312	39	373	22	12	758
Removed from Tenement Class	7	..	38	7	1	53
Pending June 30, 1915..	2,692	208	9,060	569	196	12,725
Quarter Ended June 30, 1914.						
Tenements with structural violations pending April 1, 1914	6,981	321	11,302	796	362	19,762
New cases	64	..	128	21	1	214
Defects remedied	620	47	622	60	21	1,370
Removed from Tenement Class	20	..	64	11	7	102
Pending June 30, 1914..	6,405	274	10,744	746	335	18,504

Items of Violation of Law in Completed and Occupied Tenements.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Fire Protection—						
Pending April 1, 1915	9,516	221	10,160	2,060	287	22,244
Issued	2,512	67	2,591	23	6	5,199
Dismissed or cancelled	2,894	89	2,393	373	44	5,793
Pending June 30, 1915	9,134	199	10,358	1,710	249	21,650
Lighting and Ventilation—						
Pending April 1, 1915	1,577	69	2,067	344	205	4,262
Issued	1,178	15	526	6	4	1,729
Dismissed or cancelled	1,389	20	437	105	15	1,966
Pending June 30, 1915	1,366	64	2,156	245	194	4,025
Paving and Grading—						
Pending April 1, 1915	4.750	252	1,328	22	19	6,371
Issued	2,633	137	506	4	....	3,280
Dismissed or cancelled	1,198	57	252	3	3	1,513
Pending June 30, 1915	6,185	332	1,582	23	16	8,138
Plumbing and Drainage—						
Pending April 1, 1915	14,529	467	13,972	273	243	29,484
Issued	10,249	604	6,882	52	1	17,788
Dismissed or cancelled	6,434	239	3,994	77	31	10,775
Pending June 30, 1915	18,344	832	16,860	248	213	36,497
Prostitution—						
Pending April 1, 1915	759	....	43	....	....	802
Issued	96	....	8	....	....	104
Dismissed or cancelled	4	....	....	....	....	4
Pending June 30, 1915	851	....	51	....	....	902
Toilet Accommodations—						
Pending April 1, 1915	6,797	309	8.323	246	95	15,770
Issued	6,104	364	3,627	60	....	10,155
Dismissed or cancelled	3,462	169	2,407	72	20	6,130
Pending June 30, 1915	9,439	504	9,543	234	75	19,795
Shafts and Courts—						
Pending April 1, 1915	194	3	207	87	2	493
Issued	13	....	104	3	....	120
Dismissed or cancelled	36	....	38	17	....	91
Pending June 30, 1915	171	3	273	73	2	522
Unlawful Use of Premises—						
Pending April 1, 1915	1,091	14	292	29	11	1,437
Issued	72	3	71	2	....	148
Dismissed or cancelled	185	5	74	4	1	269
Pending June 30, 1915	978	12	289	27	10	1,316
Other Alterations and Repairs—						
Pending April 1, 1915	22,734	1,521	15,188	769	497	40,709
Issued	13,032	855	8,113	172	24	22,196
Dismissed or cancelled	7,506	431	3,186	93	97	11,313
Pending June 30, 1915	28,260	1,945	20,115	848	424	51,592
Miscellaneous Cleaning—						
Pending April 1, 1915.	17,367	468	7,584	271	148	25,838
Issued	11,245	295	3,109	54	....	14,703
Dismissed or cancelled	5,987	128	1,816	52	23	8,006
Pending June 30, 1915	22,625	635	8,877	273	125	32,535
Others—						
Pending April 1, 1915	993	139	385	34	78	1,629
Issued	1,246	42	146	12	....	1,446
Dismissed or cancelled	897	52	122	10	8	1,089
Pending June 30, 1915	1,342	129	409	36	70	1,986
Total—						
Pending April 1, 1915	80,307	3,463	59,549	4,135	1,585	149,039
Issued	48,380	2,382	25,683	388	35	76,868
Dismissed or cancelled	29,992	1,190	14,719	806	242	46,949
Pending June 30, 1915	98,695	4,655	70,513	3,717	1,378	178,958
Quarter Ended June 30, 1914.						
Total—						
Pending April 1, 1914	111,973	6,991	44,531	2,709	1,381	167,585
Issued	30,666	1,615	34,397	580	1,003	68,261
Dismissed or cancelled	52,082	3,740	13,865	636	340	70,663
Pending June 30, 1914	90,557	4,866	65,063	2,653	2,044	165,183

Nature of Work Accomplished.

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Rich-mond.	New York City.
Ceilings, walls, shaft and courts, cleaned or repaired	21,807	378	5,129	127	59	27,500
Chimneys, drains, leaders and gutters cleaned, repaired or provided	2,227	64	1,339	16	4	3,650
Disinfections made	6	6	48	..	..	60
Fire-escapes—						
Buildings provided with	28	10	73	6	3	120
Other improvements effected.....	10,839	332	4,588	102	44	15,905
Janitors provided	1	..	..	..	..	1

	Manhattan.	The Bronx.	Brooklyn.	Queens.	Richmond.	New York City.
Lighting and ventilating improvements made	4,587	128	1,468	150	150	6,349
Paving and grading....	1,830	95	328	2	2	2,257
Plumbing fixtures and pipes provided or repaired	9,671	276	5,341	64	38	15,390
Unlawful use of premises discontinued	603	38	184	4	..	829
Water supply improvements made	590	14	457	4	..	1,065
Water-closets, privies, school sinks and cesspools provided, removed, cleaned or repaired	15,175	332	6,901	97	29	22,534
Other cleaning and repairs	19,828	543	6,726	98	47	27,242
Totals.....	87,192	2,216	32,582	670	242	122,902
	Quarter Ended June 30, 1914.					
Total	88,040	2,489	16,420	858	86	107,893

JOHN J. MURPHY, Tenement House Commissioner.

BOARD OF CITY RECORD.

Abstract of Transactions for Week Ended August 14, 1915.

Moneys Received—Subscriptions to the CITY RECORD, $97.65; cash sales of CITY RECORD, $68.15; total, $165.80.

Vouchers Transmitted to Comptroller—Open market orders, $13,086.85; payrolls, $1,995.69. Total, $15,082.54.

Open Market Orders Issued After Competitive Bidding.

Name of Lowest Bidder.	Number of Orders.	Printing.	Stationery.	Books.	Total.
W. F. Albers	1	.....	.....	$10 75	$10 75
W. Bratter & Co.....	12	$176 32	$76 95	494 90	748 17
M. B. Brown Ptg. & Bdg. Co.	35	9,337 12	121 50	293 46	9,752 08
P. J. Collison & Co.....	6	380 04	9 24	.....	389 28
The Herald Square Press	6	125 35	.....	.....	125 35
Clarence S. Nathan, Inc.....	8	489 20	25 47	.....	514 67
The O'Connell Press	1	375 00	.....	.....	375 00
The J. W. Pratt Co.....	13	199 67	284 21	.....	483 88
Tiebel Bros.	7	.....	.....	120 18	120 18
Tower Mfg. & Novelty Co...	3	.....	34 75	.....	34 75
Trow Press	1	19 20	.....	.....	19 20
Vacuo-Static Carbon Co.	2	.....	37 86	.....	37 86
	94	$11,101 90	$589 98	$919 29	$12,611 17

DAVID FERGUSON, Supervisor of the City Record.

Borough of Brooklyn.

Report for week ended July 24, 1915.

Bureau of Public Buildings and Offices.

Orders Issued—For supplies, 15; for repairs, 19.

Bills aggregating $925.30 were signed and forwarded to the Department of Finance for audit and payment.

Bureau of Incumbrances and Permits.

Complaint Department—Mail, 5; office, 4; Police Department, 42. Classification and Disposal: Trees and limbs, 41; miscellaneous, 10 loads earth, etc.

Inspectors' Department — Complaints made, 18; complaints settled, 42; slips settled, 69.

Permit Department—Permits: Repair ovens, 2; building material, 82; plumbers permits, water and sewer, 168; crosswalks, 19; special 236; cement walks, 20; driveways, 9; electric companies, 44; railroad companies, 8; gas companies, 128; water companies and sewer, 37.

Cashier's Department — Moneys received: Repaving over water connections, $742.55; repaving over sewer connections, $308.98; repaving over gas connections, $270.55; repaving over electric light connections, $3,436.61; inspection of work done by corporations, $161.67; extra paving, $25.78; redemption of street incumbrances seized, $5.69, C. P. B. 32, $323.71; special paving, $159.95; total amount received, $5,435.49.

Commissioner of Public Works.

Contracts Awarded.

1. Installing complete and ready to operate, Mechanical Plant at the 26th Ward Disposal Works, Hendrix Street and Vandalia Avenue, Brooklyn, North-Eastern Construction Company, 225 Fifth Avenue, New York City, $4,698. 2. Repairing sidewalks on east side of Bridge St., from Myrtle Avenue to Willoughby St., etc., Michael F. Scott, 1045 Bedford Ave., Brooklyn, $741.95. 3. Regulating, grading and laying sidewalks on Bay 19th Street, from 86th Street to Benson Avenue, Nicholas Sanzo, 841 3d Avenue, Brooklyn, $3,522.70. 4. Regulating, grading, etc., and paving with preliminary asphalt, on 5-inch concrete, East 9th Street, from Avenue O to Avenue Q, Brooklyn Alcatraz Asphalt Co., 407 Hamilton Ave., Brooklyn, $11,779.40. 5. Regulating and paving with preliminary asphalt, on 5-inch concrete, East 19th Street, from Avenue L to Avenue M, Brooklyn, Alcatraz Asphalt Co., 407 Hamilton Ave., Brooklyn, $4,428.25.

6. Regulating, grading, etc., and paving with preliminary asphalt, East 39th Street, from Avenue I to Avenue K, Brooklyn Alcatraz Asphalt Co., 407 Hamilton Ave., Brooklyn, 8,974.60. 7. Regulating, grading, etc., and paving with preliminary asphalt, Hemlock Street, from Glenmore Avenue to Pitkin Avenue, the Sicilian Asphalt Paving Co., 41 Park Row, New York City, $2,597.20. 8. Regulating and paving with preliminary asphalt, Hopkinson Avenue, from Blake Avenue to Dumont Avenue, the Sicilian Asphalt Paving Co., 41 Park Row, New York City, $3,806.55. 9. Regulating, grading, etc., Kings Highway, from Coney Island Avenue to East 16th Street, Nicholas Sanzo, 841 Third Avenue, Brooklyn, $2,891.40. 10. Regulating and paving with preliminary asphalt, Robinson Street, from Bedford Avenue to Rogers Avenue, the Sicilian Asphalt Paving Co., 41 Park Row, New York, $4,562.75.

11. Grade, curb and lay sidewalks on West 15th St., from Neptune Avenue to Canal Avenue, Nicholas Sanzo, 841 Third Ave., Brooklyn, $2,649.40. 12. Paving with permanent asphalt, West 37th St., from Mermaid Avenue to Surf Avenue, Topeka Paving Co., Inc., Canal and Stillwell Avenues, Brooklyn, $2,273. 13. Grade, curb and lay sidewalks on 7th Avenue, from 60th Street to 65th Street, Nicholas Sanzo, 841 Third Avenue, Brooklyn, $1,964.80. 14. Paving with permanent asphalt, on 6-inch concrete, 57th Street, from New Utrecht Avenue to 14th Avenue, Brooklyn, Alcatraz Asphalt Co., 407 Hamilton Ave., Brooklyn, $2,133.25. 15. Grade, curb and lay sidewalks on 72nd Street, from 10th Avenue to 11th Avenue, Nicholas Sanzo, 841 Third Avenue, Brooklyn, $1,404.80.

16. Paving with asphalt, on 6-inch concrete, 72nd Street, from 10th Avenue to 11th Avenue, Brooklyn, Alcatraz Asphalt Co., 407 Hamilton Ave., Brooklyn, $3,615.25. 17. Grade, curb and lay sidewalks on Montgomery Street, from Utica Avenue to Schenectady Avenue, Arthur Wright, 208 Pennsylvania Avenue, Brooklyn, $1,894. 18. Grade, curb and lay sidewalks on Porter Avenue, from Meeker Avenue to Anthony Street, Michael F. Scott, 1045 Bedford Avenue, Brooklyn, $2,118.85. 19. Paving with preliminary asphalt on 5-inch concrete, West 36th Street, from Canal Avenue to Neptune Avenue, Topeka Paving Co., Inc., Canal and Stillwell Aves., Brooklyn, $3,077.25. 20. Curbing and paving with preliminary asphalt, on 5-inch concrete, 63rd Street, from 21st Avenue to Bay Parkway, Uvalde Asphalt Paving Co., 1 Broadway, New York City, $4,283.25. 21. Grade, curb and lay sidewalks on 81st Street, from 19th Avenue to 21st Avenue, Nicila Caponi, 1320 65th St., Brooklyn, $5,002.20.

Bureau of Sewers.

Moneys Received—For sewer permits, $740.40.

Permits Issued—For new sewer connections, 57; for old sewer connections (repairs), 30.

Work Done—Linear feet 6-inch house connections, 955; linear feet sewer built, 90-inch to 166-inch, 51; linear feet sewer built, 24-inch to 90-inch, 231; linear feet pipe sewer built, 1,187; total number of feet sewer built, 1,469; number of manholes built, 19; number of basins built, 3; number of feet sewer repaired, 71; number of basins repaired, 30; linear feet of pipe sewers cleaned, 70,775; linear feet of large sewers cleaned, 2,000; linear feet of sewers examined, 94,700; number of basins cleaned, 694; number of basins relieved, 9; number of basins examined, 1,048; manhole heads and covers set (new), 3; manhole heads and covers reset, 21; manhole covers put on, 38; number of basin pans set and reset, 16; number gallons sewage pumped, 26th Ward, 71,355,000; number gallons sewage pumped, 31st Ward, 49,100,780; cubic feet sludge pumped, 26th Ward, 48,368; cubic feet sludge pumped, 31st Ward, 48,569; complaints examined, 32; manholes repaired, 62; new hoods and plates set, 3; interlocking heads set (new), 2.

Laboring Force Employed.

	Stokers, Etc.	Inspectors of Construction.	Inspectors of Sewer Connections.	Foremen.	Stationary Engineers.	Inspectors of Sewers and Basins.	Mechanics.	Laborers.	Horses and Carts.
Repairing and Cleaning Sewers.	..	..	12	9	..	7	2	85	25
Street Improvement Fund.....	..	43	..	..	..	..	..	14	..
26th Ward Disposal Works..	44	..	..	..	4	..	..	13	..
31st Ward Disposal Works.....	10	..	..	1	9	..	..	18	..
Cleaning large B. B. & C. sewers	..	..	..	1	..	..	..	8	..
Gowanus Pumping Station.....	..	..	..	..	2	..	..	3	5

Bureau of Highways.

Work Done.

At Asphalt Plant—1,158 boxes asphalt product.

Street Maintenance—9,874.1 cubic feet asphalt laid, repair division trucking, rolling stone, Harway avenue, repairs to steam roller, plant repairs.

Street Restoring—447 square yards asphalt laid.

Dangerous holes repaired and made safe (temporarily), 162.

By Repair Gangs—Square yards: granite, grade 1, 71; granite, grade 2, 1,249; granite on sand, 1,700; Belgian blocks, 52; wood blocks, 94; wood (temp. repairs), 74; total, repair gang, 3,166.

Connection Gangs—Square yards: granite, grade 1, 143; granite, grade 2, 121; granite on sand, 145; Belgian blocks, 2; Medina, 7; iron slag, 4; wood blocks, 203; asphalt blocks, 5; macadam, 814; connections, total, 1,444.

Six-inch concrete work done, 989 square yards. Total number of square yards of pavement repaired, 4,510; linear feet of curbing reset and cement, 344; square feet of flagging relaid, 6,694; square feet of cement walk, 1,476; linear feet of foundation under curb, 41; miscellaneous paved gutters, etc., square yards, 2,215; dirt roadway repaired and cleaned, by hand, square yards, 24,964; dirt roadway repaired and cleaned, by machine, square yards, 124.783; paved gutters cleaned, square yards, 2,215; sidewalk repairs, square yards, 500; macadam cleaned, 8,416.

Miscellaneous—7 cesspools cleaned or repaired, 88,612 square yards streets sprinkled, oil; 168 miles street sprinkled, water; bridge repairs, drainage, care of yards; miscellaneous trucking, repair tools and equipment, filling washouts, details, clean miscellaneous streets, inspections, removing surplus dirt; miscellaneous work not street work.

Building Bureau.

Plans Filed—For new buildings, brick (estimated cost, $663,250), 57; frame (estimated cost, $34,850), 12; for alterations (estimated cost, $30,945), 40; cost of book slips, $24,409; cost of plumbing repair slips, $1,690; total, plans filed, 109; estimated cost, $755,144.

Unsafe cases filed and notices issued, 2; violation cases filed and notices issued, 62; violation referred to counsel, 39.

L. H. POUNDS, President.

OFFICIAL DIRECTORY.

Unless otherwise stated, the Public Offices of the City are open for business from 9 a. m. to 5 p. m.; Saturday, 9 a. m. to 12 noon.

CITY OFFICES.

MAYOR'S OFFICE.
City Hall, Telephone, 8020 Cortlandt.
John Purroy Mitchel, Mayor.
Theodore Rousseau, Secretary.
Bertram de N. Cruger, Executive Secretary.

Bureau of Weights and Measures.
Municipal Building, 3rd floor. Telephone, 1498 Worth.
Joseph Hartigan, Commissioner.

COMMISSIONERS OF ACCOUNTS.
Municipal Building. Telephone, 4315 Worth.
Leonard M. Wallstein, Commissioner of Accounts.

BOARD OF ALDERMEN.
Clerk's Office, Municipal Building, 2nd floor. Telephone, 4430 Worth.
P. J. Scully, Clerk.

President of the Board of Aldermen.
City Hall. Telephone, 6770 Cortlandt.
George McAneny, President.

BOARD OF AMBULANCE SERVICE.
Municipal Building, 10th Floor. Ambulance Calls—3100 Spring. Administration Offices, 748 Worth.

ARMORY BOARD.
Hall of Records. Telephone, 3900 Worth.
C. D. Rhinehart, Secretary.

ART COMMISSION.
City Hall. Telephone, 1197 Cortlandt.
John Quincy Adams, Assistant Secretary.

BOARD OF ASSESSORS.
Municipal Building, 8th floor. Telephone, 29 Worth.
Alfred P. W. Seaman, Chairman.
St. George B. Tucker, Secretary.

BELLEVUE AND ALLIED HOSPITALS.
26th st. and 1st ave. Telephone, 4400 Madison square.
Dr. John W. Brannan, President.
J. K. Paulding, Secretary.

DEPARTMENT OF BRIDGES.
Municipal Building, 18th floor. Telephone, 380 Worth.
F. J. H. Kracke, Commissioner.

BUREAU OF THE CHAMBERLAIN.
Municipal Building, 8th floor. Telephone, 4270 Worth.
Henry Bruere, Chamberlain.

CITY CLERK AND CLERK OF THE BOARD OF ALDERMEN.
Municipal Building, 2nd floor. Telephone, 4430 Worth.
P. J. Scully, City Clerk.

BOARD OF CITY RECORD.
Supervisor's office, Municipal Building, 8th floor. Distributing Division, 96 Reade st. Telephone, 3490 Worth.
David Ferguson, Supervisor.

DEPARTMENT OF CORRECTION.
Municipal Building, 24th floor. Telephone, 1610 Worth.
Katharine B. Davis, Commissioner.

DEPARTMENT OF DOCKS AND FERRIES.
Pier "A," N. R. Telephone, 300 Rector.
R. A. C. Smith, Commissioner.

DEPARTMENT OF EDUCATION.

Board of Education.
Park ave. and 59th st. Telephone, 5580 Plaza.
Stated meetings of the Board are held at 4 p. m. on the first Monday in February, the second Wednesday in August, and the second and fourth Wednesdays in every month, except August.
Thomas W. Churchill, President.
A. Emerson Palmer, Secretary.

BOARD OF ELECTIONS.
General office and office of the Borough of Manhattan, Municipal Building, 18th floor. Telephone, 1307 Worth.
Edward F. Boyle, President.
Moses M. McKee, Secretary.

Other Borough Offices.
The Bronx.
368 E. 148th st. Telephone, 336 Melrose.
Brooklyn.
435-445 Fulton st. Telephone, 1932 Main.
Queens.
64 Jackson ave., Long Island City. Telephone, 3375 Hunters Point.
Richmond.
Borough Hall, New Brighton, S. I. Telephone, 1000 Tompkinsville.
All offices open from 9 a. m. to 4 p. m. Saturday, to 12 m.

BOARD OF ESTIMATE AND APPORTIONMENT.
Municipal Building, 13th floor. Telephone, 4560 Worth.
Joseph Haag, Secretary.

Bureau of Records and Minutes.
Municipal Building, 13th floor. Telephone, 4560 Worth. Joseph Haag, Secretary.

Office of the Chief Engineer.
Municipal Building, 13th floor. Telephone, 4560 Worth. Nelson P. Lewis, Chief Engineer.

Bureau of Public Improvements.
Municipal Building, 13th floor. Telephone, 4560 Worth. Nelson P. Lewis, Chief Engineer.

Bureau of Franchises.
Municipal Building, 13th floor. Telephone, 4563 Worth. Harry P. Nichols, Engineer.

Bureau of Contract Supervision.
Municipal Building, 13th floor. Telephone, 4560 Worth. Central Testing Laboratory, 125 Worth St. Telephone, 3088 Franklin. Tilden Adamson, Director.

Bureau of Standards.
Municipal Building, 13th floor. Telephone, 4560 Worth. George L. Tirrell, Director.

Bureau of Sewer Plan.
Municipal Building, 12th floor. Telephone, 4227 Worth. Kenneth Allen, Engineer.

BOARD OF EXAMINERS.
Municipal Building, 20th floor. 9 a. m. to 4 p. m. Saturday, to 12 m. Telephone, 1800 Worth.
Board meets every Tuesday at 2 p. m.
Edward V. Barton, Clerk.

DEPARTMENT OF FINANCE.
Municipal Building, 5th floor. Telephone, 1200 Worth. Shepard A. Morgan, Secretary to the Department, 5th floor.
William A. Prendergast, Comptroller.

Deputy Comptrollers, 7th floor. Alexander Brough, Edmund D. Fisher, Charles S. Hervey, Hubert L. Smith.

Receiver of Taxes.

Manhattan—Municipal Building, 2nd floor. Telephone, 1200 Worth.

Bronx—177th st. and Arthur ave. Telephone, 140 Tremont.

Brooklyn—236 Duffield st. Telephone, 7056 Main.

Queens—5 Court Square, Long Island City. Telephone, 3386 Hunter's Point.

Richmond—Borough Hall, St. George. Telephone, 1000 Tompkinsville.

Frederick H. E. Ebstein, Receiver of Taxes.

Collector of Assessments and Arrears.

Manhattan—Municipal Building, 3d floor. Telephone, 1200 Worth.

Bronx—177th St. and Arthur Ave. Telephone, 47 Tremont.

Brooklyn—503 Fulton st. Telephone, 8340 Main.

Queens—Municipal Building, Court Square, Long Island City. Telephone, 1553 Hunter's Point.

Richmond—Borough Hall, St. George. Telephone, 1000 Tompkinsville.

Daniel Moynahan, Collector.

FIRE DEPARTMENT.

Municipal Building, 11th floor. Telephone, 4100 Worth.

Brooklyn, 365 Jay st. Telephone, 7600 Main.

Robert Adamson, Commissioner.

DEPARTMENT OF HEALTH.

Centre and Walker sts., Manhattan. Telephone, 6280 Franklin.

Burial Permit and Contagious Disease offices always open.

Bronx, 3731 Third ave. Brooklyn, Flatbush ave., Willoughby and Fleet sts. Queens, 372 Fulton st., Jamaica. Richmond, 514 Bay st., Stapleton.

S. S. Goldwater, Commissioner.

Eugene W. Scheffer, Secretary.

BOARD OF INEBRIETY.

300 Mulberry st. Telephone, 7116 Spring.

Board meets first Wednesday in each month at 3 o'clock.

Charles Samson, Secretary.

LAW DEPARTMENT.

Office of Corporation Counsel.

Main office, Municipal Building, 16th floor. Telephone, 4600 Worth.

Frank L. Polk, Corporation Counsel.

Brooklyn office, 153 Pierrepont st. Telephone 2948 Main.

Bureau of Street Openings.

Main office, Municipal Building, 15th floor. Telephone, 1380 Worth.

Brooklyn office, 166 Montague st. Telephone, 5916 Main.

Queens office, Municipal Building, Long Island City. Telephone, 3886 Hunters Point.

Bureau for the Recovery of Penalties.

Municipal Building, 15th floor. Telephone 3460 Worth.

Bureau for the Collection of Arrears of Personal Taxes.

Municipal Building, 17th floor. Telephone, 4585 Worth.

Tenement House Bureau and Bureau of Buildings.

Municipal Building, 15th floor. Telephone, 1620 Worth.

DEPARTMENT. OF LICENSES.

Main Office, 49 Lafayette st. Telephone, 4490 Franklin.

George H. Bell, Commissioner.

Brooklyn—381 Fulton Street. Telephone, 1497 Main.

Queens—Borough Hall, Long Island City. Telephone, 5400 Hunters Point.

Richmond, Borough Hall, New Brighton. Telephone, 1000 Tompkinsville.

Division of Licensed Vehicles—517-519 W. 57th st. Telephone, 6387 Columbus.

Public Employment Bureau—Men's departments, 128 Leonard st.; Women's departments, 53 Lafayette st. Telephone, 6100 Franklin.

MUNICIPAL CIVIL SERVICE COMMISSION.

Municipal Building, 14th floor. Telephone, 1580 Worth.

Henry Moskowitz, President.

Robert W. Belcher, Secretary.

MUNICIPAL REFERENCE LIBRARY.

Municipal Building, 5th floor. Telephone, 1072 Worth. 9 a. m. to 5 p. m.; Saturday, to 1 p. m.

DEPARTMENT OF PARKS.

Municipal Building, 10th Floor. Telephone, 4850 Worth.

Cabot Ward, Commissioner, Manhattan and Richmond.

Borough of Brooklyn.

Litchfield Mansion, Prospect Park, Brooklyn. Telephone, 2300 South.

Raymond V. Ingersoll, Commissioner.

Borough of The Bronx.

Zbrowski Mansion, Claremont Park. Telephone, 2640 Tremont.

Thomas W. Whittle, Commissioner.

Borough of Queens.

The Overlook, Forest Park, Richmond Hill, L. I. Telephone, 2300 Richmond Hill.

John E. Weier, Commissioner.

PARK BOARD.

Municipal Building, 10th floor. Telephone, 4850 Worth. Cabot Ward, President. Louis W. Fehr, Secretary.

BOARD OF PAROLE OF THE NEW YORK CITY REFORMATORY OF MISDEMEANANTS.

Municipal Building, 24th floor. Telephone, 1610 Worth.

Thomas R. Minnick, Secretary.

EXAMINING BOARD OF PLUMBERS.

Municipal Building, 8th floor. Telephone, 1800 Worth.

J. A. Glendinning, Clerk.

POLICE DEPARTMENT.

240 Centre st. Telephone, 3100 Spring.

Arthur Woods, Commissioner.

DEPARTMENT OF PUBLIC CHARITIES.

Principal office, Municipal Building, 10th floor. Telephone, 4440 Worth.

Brooklyn and Queens, 327 Schermerhorn st., Brooklyn. Telephone, 2977 Main.

Bureau of Dependent Adults, Pier, foot of East 26th st. Telephone, 7400 Madison Square. The Children's Bureau, 124 East 59th st. Telephone, 7400 Madison Square.

Borough of Richmond, Borough Hall, St. George, S. I. Telephone, 100 Tompkinsville.

John A. Kingsbury, Commissioner.

PUBLIC RECREATION COMMISSION.

Municipal Building, 5th floor. Telephone, 1471 Worth.

Meeting every second Tuesday at 2.30 p. m.

Cyril H. Jones, Acting Secretary.

PUBLIC SERVICE COMMISSION.

154 Nassau st., Manhattan. 8 a. m. to 11 p. m. every day, including holidays and Sundays. Telephone, 4150 Beekman.

Edward E. McCall, Chairman.

Travis H. Whitney, Secretary.

BOARD OF REVISION OF ASSESSMENTS.

Municipal Building, 7th floor. Telephone, 1200 Worth.

John Korb, jr., Chief Clerk.

COMMISSIONERS OF SINKING FUND.

Office of Secretary, Municipal Building, 7th floor. Telephone, 1200 Worth.

John Korb, jr., Secretary.

DEPARTMENT OF TAXES AND ASSESSMENTS.

Municipal Building, 9th floor. Telephone, 1800 Worth.

Lawson Purdy, President.

C. Rockland Tyng, Secretary.

DEPARTMENT OF STREET CLEANING.

Municipal Building, 12th floor. Telephone, 4240 Worth.

John T. Fetherston, Commissioner.

TENEMENT HOUSE DEPARTMENT.

Manhattan and Richmond office, Municipal Building, 19th floor. Telephone, 1526 Worth.

Brooklyn and Queens office, 503 Fulton st., Brooklyn. Telephone, 3825 Main.

Bronx office, 391 East 149th st. Telephone, 107 Melrose.

John J. Murphy, Commissioner.

BOARD OF WATER SUPPLY.

Municipal Building, 22d floor. Telephone, 3156 Worth.

Charles Strauss, President.

———, Secretary.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Municipal Building, 23d, 24th and 25th floors. Telephones: Manhattan, 4320 Worth; Brooklyn, 3980 Main; Queens, 3441 Hunters Point; Richmond, 840 Tompkinsville; Bronx, 3400 Tremont.

Brooklyn, Municipal Building, Brooklyn. Bronx, Tremont and Arthur aves. Queens, Municipal Building, Long Island City. Richmond, Municipal Building, St. George.

William Williams, Commissioner

BOROUGH OFFICES.

BOROUGH OF THE BRONX.

President's office, 3d ave. and 177th st. Telephone, 2680 Tremont.

Douglas Mathewson, President.

BOROUGH OF BROOKLYN.

President's office, Borough Hall. Telephone, 3960 Main.

Lewis H. Pounds, President.

BOROUGH OF MANHATTAN.

President's office, 20th floor, Municipal Bldg.

Commissioner of Public Works, 21st floor, Municipal Building.

Assistant Commissioner of Public Works, 21st floor, Municipal Building.

Bureau of Highways, 21st floor, Municipal Building.

Bureau of Public Buildings and Offices, 20th floor, Municipal Building.

Bureau of Sewers, 21st floor, Municipal Bldg.

Bureau of Buildings, 20th floor, Municipal Building.

Telephone, 4227 Worth.

Marcus M. Marks, President.

BOROUGH OF QUEENS.

President's office, Borough Hall, Long Island City. Telephone, 5400 Hunters Point.

Bureau of Public Buildings and Offices, Town Hall, Flushing, L. I. Telephone, 1740 Flushing.

Maurice E. Connolly, President.

BOROUGH OF RICHMOND.

President's office, New Brighton, Staten Island. Telephone, 1000 Tompkinsville.

Calvin D. Van Name, President.

CORONERS.

Manhatan, Municipal Building—Second Floor. Open at all hours of the day and night. Telephone, Worth 3711.

Bronx—Arthur and Tremont aves. Telephone, 1250 Tremont. 8 a. m. to midnight, every day.

Brooklyn, 236 Duffield st. Telephone, 4004 Main. Open at all hours of the day and night.

Queens, Town Hall, Jamaica, L. I, 9 a. m. to 10 p. m.; Sundays and holidays, 9 a. m. to 12 m.

Richmond, 175 Second st., New Brighton. Open at all hours of the day and night.

COUNTY OFFICES.

Unless otherwise stated, the County offices are open for business from 9 a. m. to 4 p. m.; Saturday, 9 a. m. to 12 noon.

NEW YORK COUNTY.

COUNTY CLERK.

County Court House. Telephone, 5388 Cortlandt.

Wm. F. Schneider, County Clerk.

9 a. m. to 2 p. m. during July and August.

DISTRICT ATTORNEY.

Criminal Courts Building, 9 a. m. to 5.15 p. m.; Saturdays, to 12 m. Telephone, 2304 Franklin.

Charles Albert Perkins, District Attorney.

COMMISSIONER OF JURORS.

280 Broadway. Telephone, 241 Worth.

Thomas Allison, Commissioner.

PUBLIC ADMINISTRATOR.

119 Nassau st. Telephone, 6376 Cortlandt.

William M. Hoes, Public Administrator.

COMMISSIONER OF RECORDS.

Hall of Records. Telephone, 3900 Worth.

John F. Cowan, Commissioner.

REGISTER.

Hall of Records. Telephone, 3900 Worth.

9 a. m. to 2 p. m. during July and August.

John J. Hopper, Register.

SHERIFF.

51 Chambers st. Telephone, 4300 Worth.

New York County Jail, 70 Ludlow st.

Max S. Grifenhagen, Sheriff.

SURROGATES.

Hall of Records. Telephone, 3900 Worth.

John P. Cohalan; Robert Ludlow Fowler, Surrogates.

William Ray De Lano, Chief Clerk.

John F. Curry, Commissioner of Records.

KINGS COUNTY.

COUNTY CLERK.

Hall of Records, Brooklyn. Telephone, 4930 Main.

Charles S. Devoy, County Clerk.

COUNTY COURT.

County Court House, Brooklyn. Court opens at 10 a. m. daily and sits until business is completed. Part I, Room No. 23; Part II, Room No. 10; Part III, Room No. 14; Part IV, Room No. 1, Court House. Clerk's office, Rooms 17, 18, 19 and 22; open daily from 9 a. m. to 5 p. m.; Saturday, to 12 m. Telephone, 4154 Main.

John T. Rafferty, Chief Clerk.

DISTRICT ATTORNEY.

66 Court st., Brooklyn, 9 a. m. to 5.30 p. m.; Saturday, to 1 p. m. Telephone, 2954 Main.

James C. Cropsey, District Attorney.

COMMISSIONER OF JURORS.

381 Fulton st., Brooklyn. Telephone, 1454 Main.

Jacob Brenner, Commissioner.

PUBLIC ADMINISTRATOR.

44 Court st., Brooklyn. Telephone, 2840 Main.

Frank V. Kelly, Public Administrator.

COMMISSIONER OF RECORDS.

Hall of Records, Brooklyn. Telephone, 6988 Main.

Edmund O'Connor, Commissioner.

REGISTER.

Hall of Records, Brooklyn. Telephone, 2830 Main.

Edward T. O'Loughlin, Register.

SHERIFF.

46-50 Court st., Brooklyn. Telephone, 6845 Main.

Lewis M. Swasey, Sheriff.

SURROGATE.

Hall of Records, Brooklyn. Court opens at 10 a. m. Telephone, 3954 Main.

Hebert T. Ketcham, Surrogate.

John H. McCooey, Chief Clerk.

BRONX COUNTY.

COUNTY CLERK.

161st st. and 3d ave. Telephone, 9266 Melrose.

James Vincent Ganly, County Clerk.

COUNTY JUDGE.

161st st. and 3d ave. Telephone, 7907 Melrose.

Louis D. Gibbs, County Judge.

DISTRICT ATTORNEY.

161st st. and 3d ave. Telephone, 9200 Melrose

Francis Martin, District Attorney.

COMMISSIONER OF JURORS.

1932 Arthur ave. Telephone, 3700 Tremont.

John A. Mason, Commissioner.

PUBLIC ADMINISTRATOR.

2808 3d ave. Telephone, 9816 Melrose, 9 a. m. to 5 p. m., Saturday to 12 m.

Ernest E. L. Hammer, Public Administrator.

REGISTER.

1932 Arthur ave. Telephone, 6694 Tremont.

Edward Polak, Register.

SHERIFF.

1932 Arthur ave. Telephone, 6600 Tremont.

James F. O'Brien, Sheriff.

SURROGATE.

161st st. and 3 ave.

George M. S. Schulz, Surrogate.

QUEENS COUNTY.

COUNTY CLERK.

364 Fulton st., Jamaica. Telephone, 151 Jamaica.

Leonard Ruoff, County Clerk.

COUNTY COURT.

County Court House, Long Island City. Telephone, 596 Hunters Point.

Court opens at 10 a. m. Trial Terms begin first Monday of each month, except July, August and September, and on Friday of each week.

Clerk's office opens 9 a. m. to 5 p. m.; Saturdays to 12.30 p. m. Telephone, 551 Jamaica.

Burt Jay Humphrey, County Judge.

DISTRICT ATTORNEY.

County Court House, Long Island City, 9 a. m. to 5 p. m.; Saturday, to 12 m.

County Judge's office always open at 336 Fulton st., Jamaica. Telephone, 3871 Hunters Point.

Denis O'Leary, District Attorney.

COMMISSIONER OF JURORS.

County Court House, Long Island City. Telephone, 963 Hunters Point.

Thorndyke C. McKennee, Commissioner.

PUBLIC ADMINISTRATOR.

302 Fulton st., Jamaica. Telephone, 223 Jamaica.

Randolph White, Public Administrator.

SHERIFF.

County Court House, Long Island City. Telephone, 3766 Hunters Point.

George Emener, Sheriff.

SURROGATE.

364 Fulton st., Jamaica. Telephone, 397 Jamaica.

Daniel Noble, Surrogate.

RICHMOND COUNTY.

COUNTY CLERK.

County Office Building, Richmond. Telephone, 28 New Dorp.

C. Livingston Bostwick, County Clerk.

COUNTY JUDGE AND SURROGATE.

Trial Terms, with Grand and Trial Jury, second Monday of March, first Monday of October.

Trial Terms, with Trial Jury only, first Monday of May, first Monday of December.

Special Terms, Without Jury—Wednesday of each week, except the last week of July, the month of August and the first week of September.

Surrogate's Court.

Monday and Tuesday of each week at the Borough Hall, St. George, and on Wednesday at the Surrogate's Court, at Richmond, except during the session of the County Court. There will be no Surrogate's Court during the month of August.

Surrogate's Court and Office, Richmond, S. I.

Surrogate's Chambers, Borough Hall, St. George.

J. Harry Tiernan, County Judge and Surrogate.

DISTRICT ATTORNEY.

Borough Hall, St. George. Telephone, 50 Tompkinsville. 9 a. m. to 5 p. m.; Saturday, to 12 m.

Albert C. Fach, District Attorney.

COMMISSIONER OF JURORS.

Village Hall, Stapleton. Telephone, 81 Tompkinsville.

Edward I. Miller, Commissioner.

PUBLIC ADMINISTRATOR.

Port Richmond. Telephone 704 West Brighton.

William T. Holt, Public Administrator.

SHERIFF.

County Court House, Richmond. Telephone, 120 New Dorp.

Joseph F. O'Grady, Sheriff.

THE COURTS.

CITY COURT OF THE CITY OF NEW YORK.

City Hall Park. Special Term Chambers held from 10 a. m. to 4 p. m. Clerk's office open from 9 a. m. to 4 p. m. Telephone, 122 Cortlandt.

Thomas F. Smith, Clerk.

CITY MAGISTRATES' COURT.

First Division.

William McAdoo, Chief City Magistrate, 300 Mulberry st. Telephone, 6213 Spring.

First District—Criminal Court Buildings.

Second District—125 Sixth ave.

Third District—2d ave. and 1st st.

Fourth District—151 E. 57th st.

Fifth District—121st st. and Sylvan place.

Sixth District—162d st. and Washington ave.

Seventh District—314 W. 54th st.

Eighth District—1014 E. 181st st., The Bronx.

Ninth District (Night Court for Females)—125 6th ave.

Tenth District (Night Court for Males)—151 E. 57th st.

Eleventh District (Domestic Relations)—151 E. 57th st.

Thirteenth District (Domestic Relations)—1014 E. 181st st., The Bronx.

Office of the Chief Probation Officer, 300 Mulberry st. Telephone, 8713 Spring.

Second Division.

Borough of Brooklyn.

Office of Chief Magistrate, 14 Court st. Telephone, 7411 Main.

First District—318 Adams st.

Second District—Court and Butler sts.

Fifth District—249 Manhattan ave.

Sixth District—495 Gates ave.

Seventh District—31 Snider ave., Flatbush.

Eighth District—W. 8th st., Coney Island.

Ninth District—5th ave. and 29th st.

Tenth District—133 New Jersey ave.

Domestic Relations—Myrtle and Vanderbilt aves.

William F. Delaney, Chief Clerk.

Borough of Queens.

First District—St. Mary's Lyceum, L. I. City.

Second District—Town Hall, Flushing, L. I.

Third District—Central ave., Far Rockaway.

Fourth District—Town Hall, Jamaica, L. I.

Borough of Richmond.

First District—Lafayette ave., New Brighton.

Second District—Village Hall, Stapleton.

All courts open daily from 9 a. m. to 4 p. m. except on Saturdays, Sundays and legal holidays, when only morning sessions are held.

COURT OF GENERAL SESSIONS.

Criminal Court Building. Court opens at 10.30 a. m. Clerk's office open from 9 a. m. to 4 p. m., and on Saturdays until 12 m.

Edward R. Carroll, Clerk.

MUNICIPAL COURTS.

The Clerks' offices are open from 9 a. m. to 4 p. m.; Saturday, to 12 noon.

Borough of Manhattan.

First District—54-60 Lafayette st. Additional Part is held at southwest corner of 6th ave. and 10th st. Telephone, 6030 Franklin.

Second District—264-266 Madison st. Telephone, 4300 Orchard.

Third District—314 W. 54th st. Telephone, 5450 Columbus.

Fourth District—Parts I and II, 207 E. 32d st. Telephone, 4358 Murray Hill.

Fifth District—Broadway and 96th st. Telephone, 4006 Riverside.

Sixth District—155 E. 88th st.

Seventh District—70 Manhattan st.

Eighth District—121st st. and Sylvan place. Telephone, 3950 Harlem.

Ninth District—Madison ave and 59th st. Parts I and II. Telephone, 3873 Plaza.

Borough of The Bronx.

First District—Town Hall, 1400 Williamsbridge road, Westchester. Trial of causes, Tuesday and Friday of each week. Telephone, 457 Westchester.

Second District—Washington ave. and 162d st. Telephone, 3043 Melrose.

Borough of Brooklyn.

First District—State and Court sts. Parts I and II. Telephone, 7091 Main.

Second District—495 Gates ave. Telephone, 504 Bedford.

Third District—6 Lee ave. Telephone, 955 Williamsburg.

Fourth District—14 Howard ave.

Fifth District—5220 Third ave. Telephone, 3907 Sunset.

Sixth District—236 Duffield st. Telephone, 6166 Main.

Seventh District—31 Pennsylvania ave. 8.45 a. m. to 4 p. m.; Saturday, 9 a. m. to 12 m. Telephone, 904 East New York.

Borough of Queens.

First District—115 5th st., Long Island City, Telephone, 1420 Hunters Point.

Second District—Broadway and Court st., Elmhurst. Telephone, 87 Newtown.

Third District—1908 Myrtle ave., Glendale. Telephone, 2352 Bushwick.

Fourth District—Town Hall, Jamaica. Telephone, 1654 Jamaica.

Borough of Richmond.

First District—Lafayette ave. and 2d st., New Brighton. Clerk's office open from 8.45 a. m. to 4 p. m. Telephone, 503 Tompkinsville.

Second District—Former Edgewater Village Hall, Stapleton. Clerk's office open from 8.45 a. m. to 4 p. m. Telephone, 313 Tompkinsville.

COURT OF SPECIAL SESSIONS.

Court opens at 10 a. m.

Part I, Criminal Court Building, Manhattan. Telephone, 3983 Franklin.

Part II, 171 Atlantic ave., Brooklyn. Telephone, Main 4280.

Part III, Town Hall, Jamaica. Held on Tuesday of each week. Telephone, 2620 Jamaica.

Part IV, Borough Hall, St. George. Held on Wednesday of each week. Telephone, 324 Tompkinsville.

Part V, 161st st. and 3d ave., Bronx. Held on Thursday of each week. Telephone, 9088 Melrose.

Frank W. Smith, Chief Clerk.

Children's Court.

New York County—66 3d ave. Telephone, 1832 Stuyvesant.

Dennis A. Lambert, Clerk.

Bronx County—355 E. 137th st. Court held on Wednesday and Friday of each week. Telephone, 9092 Melrose.

Michael Murray, Clerk.

Kings County—102 Court st. Telephone, 627 Main.

William C. McKee, Clerk.

Queens County—19 Flushing ave., Jamaica. Court held on Monday and Thursday of each week. Telephone, 2624 Jamaica.

Sydney Ollendorf, Clerk.

Richmond County — Corn Exchange Bank Building. St. George. Court held on Tuesday of each week. Telephone, 324 Tompkinsville.

William J. Browne, Clerk.

SUPREME COURT—APPELLATE DIVISION.

First Judicial Department.

Madison ave., corner 25th st. Court open from 2 p. m. until 6 p. m. Friday, Motion Day, Court opens at 10.30 a. m. Motions called at 10 a. m. Orders called at 10.30 a. m. Telephone, 3840 Madison Square.

Alfred Wagstaff, Clerk.

Second Judicial Department.

Borough Hall, Brooklyn. Court meets from 2 p. m. to 5 p. m., excepting that on Fridays Court opens at 10 oclock a. m. Clerk's office open 9 a. m. Telephone, 1392 Main.

John B. Byrne, Clerk.

SUPREME COURT—APPELLATE TERM.

503 Fulton st., Brooklyn. Court meets 10 a. m. Clerk's office opens 9 a. m. Telephone, 7452 Main.

Joseph H. DeBragga, Clerk.

SUPREME COURT—CRIMINAL DIVISION.

Criminal Court Building. Court opens at 10.30 a. m. Clerk's office open from 9 a. m. to 4 p. m.; Saturday, to 12 m. Telephone, 6064 Franklin.

William Schneider, Clerk.

SUPREME COURT—FIRST DEPARTMENT.

County Court House. Court open from 10.15 a. m. to 4 p. m. Telephone, 4580 Cortlandt.

SUPREME COURT—SECOND DEPARTMENT.

Kings County.

Joralemon and Fulton sts., Brooklyn. Clerk's office hours, 9 a. m. to 5 p. m. Seven jury trial parts. Special Term for trials. Special Term for motions. Special Term (ex-parte business). Court opens at 10 a. m. Naturalization Bureau, Hall of Records, Brooklyn. Telephone, 5460 Main.

James F. McGee, General Clerk.

Queens County.

County Court House, Long Island City. Court opens at 10 A. M. Trial and Special Term for motions and ex-parte business each month, except July, August and the first two weeks in September, in Part 1. Trial Term, Part 2, February, April, June, last two weeks in September, and November. Special Term for Trials, January, April, June and October.

Clerk's Office open 9 A. M. to 5 P. M. Saturdays until 12 M. from Oct. to June. July, August and September until 2 p. m. Telephone, 3896 Hunter's Point.

Thomas B. Seaman, Special Deputy Clerk in Charge.

Richmond County.

Trial Term held at County Court House, Richmond. Special Term for trials held at Court room, Borough Hall, St. George. Special Term for motions held at Court House, Borough Hall, St. George.

C. Livingston Bostwick, Clerk.

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF CORRECTION, FIRE DEPARTMENT, DEPARTMENT OF PUBLIC CHARITIES, DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Den't of Correction, Fire Department, Dep't of Public Charities, Dept. of Water Supply, Gas and Electricity, at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clok noon on

FRIDAY, AUGUST 27, 1915.

FOR FURNISHING AND DELIVERING PIPE, PIPE FITTINGS, ETC., MISCELLANEOUS ENGINEERS' AND MACHINISTS' SUPPLIES, HARDWARE, TOOLS AND IMPLEMENTS, ELECTRICAL FIXTURES AND SUPPLIES, NAILS, BOLTS, SCREWS, ETC., LEATHER SADDLERY, BELTING AND STABLE SUPPLIES, DRAUGHTING AND ENGINEERING TOOLS, INTRUMENTS AND SUPPLIES, HOSE AND HOSE FITTINGS, GLASS AND GLAZIERS' SUPPLIES, AND FIRE APPLIANCES.

The time for the performance of the contract is during the period ending Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

No bid will be considered unless it is accompanied by a deposit. Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price per pound, feet, doz., each, or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read and awards, if made, made to the lowest bidder on each item or class, as stated in the specifications.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at Room 1226, Municipal Building, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRANNAN, M. D., President.

DEPARTMENT OF CORRECTION, KATHARINE BEMENT DAVIS, Commissioner.

FIRE DEPARTMENT, ROBERT ADAMSON, Commissioner.

DEPARTMENT OF PUBLIC CHARITIES, JOHN A. KINGSBURY, Commissioner.

DEPARTMENT OF WATER SUPPLY, GAS & ELECTRICITY, WILLIAM WILLIAMS, Commissioner. a17,27

☞See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF CORRECTION, FIRE DEPARTMENT, DEPARTMENT OF HEALTH, DEPARTMENT OF PUBLIC CHARITIES, DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Dept. of Correction, Fire Department, Dep't of Health, Dep't of Public Charities, Dep't of Water Supply, Gas and Electricity, at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on

FRIDAY, AUGUST 27, 1915.

FOR FURNISHING AND DELIVERING CLOTHING, DRY GOODS AND NOTIONS, ETC.

The time for the performance of the contract is on or before Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

No bid will be considered unless it is accompanied by a deposit. Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price per each, doz., gross, yard, piece or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total and awards, if made, made to the lowest bidder on each item as stated in the specifications.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at Room 1226, Municipal Building, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRANNAN, M. D., President.

DEPARTMENT OF CORRECTION, KATHARINE BEMENT DAVIS, Commissioner.

DEPARTMENT OF HEALTH, S. S. GOLDWATER, M. D., Commissioner.

FIRE DEPARTMENT, ROBERT ADAMSON, Commissioner.

DEPT. OF WATER SUPPLY, GAS AND ELECTRICITY, WILLIAM WILLIAMS, Commissioner. a17,27

☞See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF PUBLIC CHARITIES, DEPARTMENT OF HEALTH.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Dep't of Public Charities, Dep't of Health, at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on

FRIDAY, AUGUST 27, 1915.

FOR FURNISHING AND DELIVERING HOUSEHOLD WARE (CHINA, GLASSWARE, STONE WARE, PLATED WARE, NICKEL, SILVERWARE, KITCHEN UTENSILS AND ENAMEL WARE).

The time for the performance of the contract is during the period ending Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

No bid will be considered unless it is accompanied by a deposit. Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price per piece, dozen or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read and awards, if made, made to the lowest bidder on each item or class, as stated in the specifications.

Bids must be submitted in dupficate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at Room 1226, Municipal Building, Borough of Manhattan, City of New York.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRANNAN, M. D., President.

DEP'T OF PUBLIC CHARITIES, JOHN A. KINGSBURY, Commissioner.

DEPARTMENT OF HEALTH, S. S. GOLDWATER, M. D., Commissioner. a17,27

☞See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

BELLEVUE AND ALLIED HOSPITALS, DEPARTMENT OF PUBLIC CHARITIES AND TENEMENT HOUSE DEPARTMENT.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Bellevue and Allied Hospitals, Dept. of Public Charities and Tenement House Department at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on

MONDAY, AUGUST 23, 1915.

FOR FURNISHING AND DELIVERING PHOTOGRAPHIC MATERIALS AND SUPPLIES.

The time for the performance of the contract is during the period ending Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

No bid will be considered unless it is accompanied by a deposit. Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price per ounce, pound, or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read and awards, if made, made to the lowest bidder on each item or class, as stated in the specifications.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at Room 1226, Municipal Building, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, JOHN W. BRANNAN, M. D., President.

DEPARTMENT OF PUBLIC CHARITIES, JOHN A. KINGSBURY, Commissioner.

TENEMENT HOUSE DEPARTMENT, JOHN J. MURPHY, Commissioner. a12,23

☞See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

DEPARTMENT OF EDUCATION.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Supplies, at the office of the Department of Education, Park avenue and 59th street, Manhattan, until 11 a. m., on

THURSDAY, AUGUST 26, 1915.

FOR PRINTING AND FOR FURNISHING AND DELIVERING PRINTED SUPPLIES FOR THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

The time for the delivery of the articles, materials and supplies and the performance of the contract is within thirty (30) days (working) from date of order.

The amount of security required is thirty (30%) per cent. of the amount of the contract.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, by which the bids will be tested.

Award will be made to the lowest bidder.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Bids must be submitted in duplicate, each in a separate envelope.

Blank forms and further information may be obtained at the office of the Superintendent of School Supplies, southwest corner of Park avenue and 59th street, Borough of Manhattan.

PATRICK JONES, Superintendent of School Supplies.

Dated August 14, 1915. a14,26

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the office of the Department of Education, Park Avenue and 59th Street, Manhattan, until three o'clock P. M., on

MONDAY, AUGUST 23, 1915,
Borough of Queens.

NO. 2. FOR ITEM 1, INSTALLING HEATING AND VENTILATING APPARATUS, AND ITEM 2, INSTALLING TEMPERATURE REGULATION IN NEW PUBLIC SCHOOL 41, ON THE NORTHEASTERLY CORNER OF CROCHERON AVENUE AND FRANKLIN AVENUE, BAYSIDE, BOROUGH OF QUEENS.

The time allowed to complete the whole work of each item will be 90 working days, as provided in the contract.

The amount of security required is as follows:

Item 1, $7,000; Item 2, $1,000.

The deposit accompanying bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item and award will be made thereon.

NO. 3. FOR INSTALLLING ELECTRIC EQUIPMENT IN NEW PUBLIC SCHOOL 97, ON THE SOUTHWESTERLY CORNER OF YARMOUTH AND SHIPLEY STREETS, WOODHAVEN, BOROUGH OF QUEENS.

The time allowed to complete the whole work will be 120 working days, as provided in the contract.

The amount of security required is $3,000.

The deposit accompanying bid shall be five per centum of the amount of security.

NO. 4. FOR ITEM 1, INSTALLING HEATING AND VENTILATING APPARATUS, AND ITEM 2, INSTALLING TEMPERATURE REGULATION IN NEW PUBLIC SCHOOL 97, ON THE SOUTHWESTERLY CORNER OF YARMOUTH AND SHIPLEY STREETS, WOODHAVEN, BOROUGH OF QUEENS.

The time allowed to complete the whole work of each item will be 90 working days, as provided in the contract.

The amount of security required is as follows:

Item 1, $18,000; Item 2, $2,000.

The deposit accompanying bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item and award will be made thereon.

On Nos. 2 and 4 the bidders must state price of each item by which the bids will be tested. Award of contract will be made to the lowest bidder on each item.

On No. 3 the bids will be compared and the contract will be awarded in a lump sum to the lowest bidder.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent, at Estimating Room, 9th Floor, Hall of the Board of Education, Park Avenue and 59th Street, Borough of Manhattan, and also at Branch Office, No. 69 Broadway, Flushing, Borough of Queens.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated August 11, 1915. a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the office of the Department of Education, Park Avenue and 59th Street, Manhattan, until three o'clock P. M., on

MONDAY, AUGUST 23, 1915,
Borough of Brooklyn.

NO. 1. FOR ITEM 1, GENERAL CONSTRUCTION, ALSO ITEM 2, PLUMBING AND DRAINAGE, OF ADDITIONS TO AND ALTERATIONS IN PUBLIC SCHOOL 89, ON THE NORTHERLY SIDE OF NEWKIRK AVENUE, BETWEEN EAST 31ST AND EAST 32ND STREETS, BOROUGH OF BROOKLYN.

The time allowed to complete the whole work of each item will be 125 working days, as provided in the contract.

The amount of security required is as follows:

Item 1, $15,000; Item 2, $1,800.

The deposit accompanying bid on each item shall be five per centum of the amount of security.

A separate proposal must be submitted for each item, and award will be made thereon.

On No. 1 the bidders must state the price of each item by which the bids will be tested. Award of contract will be made to the lowest bider on each item.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent at Estimating Room, 9th Floor, Hall of the Board of Education, Park Avenue and 59th Street, Borough of Manhattan, and also at branch office, No. 131 Livingston Street, Borough of Brooklyn.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated August 11, 1915. a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the Superintendent of School Buildings at the office of the Department of Education, Park Avenue and 59th Street, Manhatan, until three o'clock P. M., on

MONDAY, AUGUST 23, 1915,
Borough of Brooklyn.

NO. 5:—FOR ALTERATIONS, REPAIRS, ETC., AT BUSHWICK HIGH SCHOOL, IRVING AVENUE, MADISON AND WOODBINE STREETS, BOROUGH OF BROOKLYN.

The time allowed to complete the whole work will be 20 working days, as provided in the contract.

The amount of security required is $1,000.

The deposit accompanying bid shall be five per centum of the amount of security.

On No. 5 the bids will be compared and the contract will be awarded in a lump sum to the lowest bidder.

Blank forms, plans and specifications may be obtained or seen at the office of the Superintendent at Estimating Room, 9th Floor, Hall of the Board of Education, Park Avenue and 59th Street, Borough of Manhattan, and also at Branch Office, No. 131 Livingston Street, Borough of Brooklyn.

C. B. J. SNYDER, Superintendent of School Buildings.

Dated, August 11, 1915. a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF DOCKS AND FERRIES.

Auction Sale.

THE DEPARTMENT OF DOCKS AND FERries, Pier A, North River, Borough of Manhattan, City of New York, on

FRIDAY, AUGUST 20, 1915,

Commencing at 11 A. M., at the Yard of the Department, West 57th Street and 12th Avenue, Borough of Manhattan, will sell at public auction to the highest bidder, by William Jacobus, auctioneer, the material described below, situated at various points in and about the said yard of the Department of Docks and Ferries at 12th Avenue and West 57th Street.

Lot 1—9" x 14" x 11" Compound air compressor, 54 H. P. capacity (Chicago Pneumatic Tool Co. make).

Lot 2—One horizontal slide valve engine (Porter make), about 60 H. P.

Lots 1 and 2 are situated in the engine room at the yard.

Lot 3—Horizontal automatic engine, about 25 H. P. capacity (Ball make).

Lot 4—One horizontal slide valve engine, about 35 H. P. capacity (Erie Engine Co. make).

Lot 5—Three Vulcan Works steam pile-driver hammers and castings.

Lots 3, 4 and 5 are situated at the inshore end of the West 57th Street pier.

Lot 6—7,000 pounds of Rubber Fire Hose, of which a small portion is cotton covered small hose, etc. This hose is in long lengths and coiled. This material is situated at the foot of West 58th Street.

Lot 7—One lot miscellaneous galvanized iron and tin, to be sold as a lot. Situated at the foot of West 57th Street.

Lot 8—Twenty-five tons, consisting of about 6 upright boilers, tanks, stacks, sheets, hoops, bands, tubs, troughs, cable, wrought iron and steel pipe, burnt grate bars and other light weight materials of similar nature; situated at the foot of West 57th Street.

Lot 9—Seventy-five tons of cast and wrought iron and steel scrap of every description; situated at the foot of West 57th Street.

Lot 10—Four tons, one large piece of cast iron; situated at West 57th Street Yard.

Lot 11—A small lot of electrical fixtures and machine parts, consisting of iron and copper, brass, rubber, etc.; situated at machine shop in the yard.

TERMS OF SALE.

These lots will be sold separately to the highest bidder on each lot number, per gross ton (2,240 pounds), or per pound, as the weight may be given. No bid will be considered or accepted for less than the entire quantity in each lot.

The quantities indicated are approximate only, and the net payments will be based on actual weights determined by the City's representative on the City's scales on the premises, or at the expense of the purchaser on the nearest public scale. No scrap can be removed except in the presence of the City's designated representative.

Successful bidders must make payment in cash or bankable funds at the time and place of the sale, as follows: On bids of $200 or less, in full; on bids in excess of $200, deposit of 50% will be required at time of sale and full payment on such lots based upon the estimated weights must be made by the purchaser before any removal of the material is begun. Adjustments are to be made according to actual weight at time of weighing and delivery of the material.

Purchasers must apply 48 hours in advance for permission to remove material.

Purchasers must remove all materials within 30 days after the sale; otherwise purchaser will forfeit money paid at the time of sale and the material will be thereafter resold for the benefit of the City.

All removals of material must be made under the supervision of an employee of the department designated by the Commissioner of Docks, and removal must be made continuously when once started. Purchasers will not be allowed to select material for removal at will.

The right is reserved until 12 o'clock noon, Monday, August 23rd, 1915, to reject any or all bids.

R. A. C. SMITH, Commissioner of Docks.

Dated August 11, 1915, The City of New York. a14,20

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks at Pier "A," foot of Battery Place, North River, Manhattan, until 12 o'clock noon on

TUESDAY, AUGUST 24, 1915,

CONTRACT NO. 1472.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR FURNISHING HORSES, WITH HARNESS AND DRIVERS, FOR CARTING COAL TO AND REMOVING ASHES, ETC., FROM THE MUNICIPAL FERRYBOATS IN THE BOROUGHS OF BROOKLYN AND RICHMOND.

The time for the completion of the work and the full performance of the contract is on or before December 31, 1915.

The amount of security required is as follows:

Class 1—For about 1,242 days' service, Borough of Richmond, the sum of $840.

Class 2—For about 414 days' service, Borough of Brooklyn, the sum of $300.

The bidder shall state, both in writing and in figures, a price per day of eight hours for one horse, with harness and driver in each class, by which unit price the bids in each class will be tested, and according to which price award of the contract in either class will be made to the lowest bidder. Each class will be awarded as a separate contract. In case of discrepancy between the written price and that given in figures, the price in writing will be considered as the bid.

Horses with harness and drivers must be furnished at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the said Department.

R. A. C. SMITH, Commissioner of Docks.

Dated August 10, 1915. a12,24

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Docks at Pier "A," foot of Battery Place, North River, Manhattan, until 12 o'clock noon on

MONDAY, AUGUST 23, 1915,
Borough of Brooklyn.

CONTRACT NO. 1465.

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR BUILDING A FREIGHT SHED, WITH APPURTENANCES, ON THE PIER NEAR THE FOOT OF TWENTY-NINTH STREET, IN THE BOROUGH OF BROOKLYN.

The time for the completion of the work and the full performance of the contract is on or before the expiration of one hundred and fifty (150) calendar days for the inner portion of the shed and two hundred and twenty-five (225) calendar days for the entire shed.

The amount of security required is $42,000.

The bidder shall state, both in writing and in figures, a price for furnishing all of the labor and material and for doing all of the work called for. The contract is entire and for a complete job, and, if awarded, will be awarded to the bidder whose price is lowest for doing all of the work and whose bid is regular in all respects. In case of discrepancy between the written price and that given in figures the price in writing will be considered as the bid.

Work must be done at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the said Department.

R. A. C. SMITH, Commissioner of Docks.

Dated August 9, 1915. a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Water Supply, Gas and Electricity at Room 2351, Municipal Building, Manhattan, until 2 o'clock p. m., on

TUESDAY, AUGUST 24, 1915,
Boroughs of Manhattan and The Bronx,

FOR FURNISHING AND DELIVERING PIG LEAD.

The time allowed for the performance of the contract is thirty (30) calendar days.

The amount of the security for the performance of the contract shall be thirty (30%) per cent. of the total amount for which the contract is awarded.

The bidder will state the price of materials or supplies contained in the specifications or schedules, by which the bids will be tested. The bids will be compared and award made to the lowest formal bidder.

Blank forms of bid, proposals and contract, including specifications, approved as to form by the Corporation Counsel, can be obtained at Room 2351, in the Municipal Building, Manhattan, New York City.

August 11, 1915.

a13,24 WILLIAM WILLIAMS, Commissioner.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

COMMISSIONERS OF THE SINKING FUND.

Public Notices.

NOTICE IS HEREBY GIVEN THAT THE Commissioners of the Sinking Fund, pursuant to the provisions of Chapter 372 of the Laws of 1907, will hold a public hearing at 11 o'clock in the forenoon on Wednesday, September 15, 1915, in Room 16, City Hall, Borough of Manhattan, relative to the new plan for the improvement of the waterfront and harbor of the City of New York between Mill Basin and Fresh Creek Basin, Jamaica Bay, Borough of Brooklyn, adopted by the Commissioner of Docks in accordance with law April 28, 1915, and transmitted to the Commissioners of the Sinking Fund for approval.

Technical description of the proposed new plan between Mill Basin and Fresh Creek Basin, Jamaica Bay, Borough of Brooklyn:

1-A: The proposed New Plan consists in:

The establishment of a bulkhead line described as follows: Extending from a point in the pierhead and bulkhead line established by the Secretary of War along the northerly side of Mill Basin distant 1,000 feet west of the pierhead and bulkhead line established by the Secretary

of War along the westerly side of Jamaica Bay; running thence northerly and along a line 1,000 feet west of and parallel with the established pierhead and bulkhead line along the westerly side of Jamaica Bay to an intersection with a line drawn 300 feet east of and parallel with the easterly side of Paerdegat Avenue South; thence northerly to an angle point in said parallel line opposite the angle point in the easterly line of Paerdegat Avenue South.

1-B: Beginning at a point in the pierhead and bulkhead line established by the Secretary of War along the easterly side of Paerdegat Basin where the same is intersected by a line drawn 1,000 feet north of and parallel with the pierhead and bulkhead line established by the Secretary of War along the northerly side of Jamaica Bay; running thence easterly and along said parallel line to the pierhead and bulkhead line established by the Secretary of War on the westerly side of Fresh Creek Basin.

2: The establishment of the proposed pierhead line extending from a point in the pierhead and bulkhead line established by the Secretary of War along the westerly side of Jamaica Bay distant 3,617.14 feet north of the pierhead and bulkhead line established by the Secretary of War along the northerly side of Mill Basin; running thence northwesterly to an angle point in the proposed bulkhead line above described opposite the angle point in the easterly line of Paerdegat Avenue South.

3: The establishment of proposed pierhead and bulkhead line extending from the angle point above described in the proposed bulkhead line opposite the angle point in the easterly side of Paerdegat Avenue South; running thence northerly and along a line distant 300 feet east of and parallel with the easterly side of Paerdegat Avenue South until the same intersects the pierhead and bulkhead line established by the Secretary of War along the westerly side of Paerdegat Basin.

4-A: The establishment of proposed area for waterfront improvement extending north from the northerly side of Mill Basin to the southerly side of Avenue "Z" and Paerdegat Avenue South and the 300-foot proposed marginal street, wharf or place to be hereinafter described and extending from the proposed bulkhead line first described westerly to Mill 15th Street and Channel Avenue (1,700 feet west of the proposed bulkhead line).

4-B: Extending from the easterly side of Rockaway Parkway easterly to the established pierhead and bulkhead line along the westerly side of Fresh Creek Basin and extending from the proposed bulkhead line above described between Paerdegat Basin and Fesh Creek Basin to the southerly side of Skidmore Avenue.

5: The establishment of proposed marginal street, wharf or place 300 feet in width lying north of the proposed area for waterfront improvement above described as extending northerly from the northerly side of Mill Basin lying between the proposed pierhead and bulkhead line and the pierhead and bulkhead line established by the Secretary of War along the westerly side of Paerdegat Basin and Paerdegat Avenue South and between the established pierhead and bulkhead line and the easterly side of Ralph Avenue and between the established pierhead and bulkhead line along the northerly end of Paerdegat Basin and the southerly side of Flatlands Avenue and the established pierhead and bulkhead line along the easterly side of Paerdegat Basin and the westerly side of Paerdegat Avenue North and lying between the proposed bulkhead line above described between Paerdegat Basin and Fresh Creek Basin and a line 300 feet inshore of same extending easterly to the easterly side of Rockaway Parkway.

Dated: July 30, 1915.

JOHN PURROY MITCHEL, Mayor, and Chairman, Commissioners of the Sinking Fund.

a16,21

NOTICE IS HEREBY GIVEN THAT THE Commissioners of the Sinking Fund, pursuant to the provisions of Chapter 372 of the Laws of 1907, in accordance with resolution adopted July 30, 1915, will hold a public hearing at 11 o'clock in the forenoon on Wednesday, September 15, 1915, in Room 16, City Hall, Borough of Manhattan, relative to the new plan for improvement of the water front and harbor of the City of New York in the vicinity of West 8th Street, Coney Island, lower bay, Borough of Brooklyn, adopted by the Commissioner of Docks July 30, 1915.

The proposed new plan consists in establishing a pier 120 feet in width and 1,300 feet long in vicinity of West 8th Street, C. I., Lower Bay, Brooklyn.

BEGINNING at a point distant 49 feet east of the southerly prolongation of the easterly side of West 8th Street, Coney Island, Lower Bay, Borough of Brooklyn, said point being distant 830 feet south of the intersection of the southerly prolongation of the easterly side of West 8th Street with the southerly side of Surf Avenue; thence continuing southerly and parallel with the southerly prolongation of the easterly side of West 8th Street a distance of 1,300 feet; thence easterly and at right angles to the last mentioned line a distance of 120 feet; thence northerly and parallel with the line first described 1,300 feet; thence westerly and at right angles to the last mentioned line a distance of 120 feet to the point or place of beginning.

Dated: July 30, 1915.

JOHN PURROY MITCHEL, Mayor, and Chairman, Commissioners of the Sinking Fund.

a16,21

BOROUGH OF MANHATTAN.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Manhattan at Room 2032, Municipal Building, Manhattan, until 2 o'clock P. M. on

WEDNESDAY, AUGUST 18, 1915,

NO. 1. FOR THE ALTERATION AND IMPROVEMENT TO SEWER IN FIRST AVENUE BETWEEN 92D AND 93D STREETS.

The engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

293 linear feet of 3' 6" x 2' 4" Brick Sewer, complete.

30 linear feet of 12" Vitrified Pipe Culvert, complete.

32 Spurs for house-connections.

3 Manholes, complete.

1 Receiving Basin (granite head), complete.

17,500 feet B. M. of Timber and Planking for Bracing and Sheeting.

2,000 feet B. M. of Timber and Planking for foundation.

293 linear feet of Reinforced Concrete Slab, complete.

5 cubic yards of Concrete (Class "C").

The time allowed for constructing and completing the Sewer and Appurtenances will be Forty (40) consecutive working days.

The amount of security required will be Two Thousand Five Hundred Dollars ($2,500) and the amount of deposit accompanying the bid shall be five per cent. (5%) of the amount of security.

NO. 2. CONTRACT NO. 1—ALTERATION AND IMPROVEMENT TO OUTLET SEWER AT DYCKMAN STREET AND THE HUDSON RIVER, INCLUDING THE CONSTRUCTION OF SUBMERGED OUTLET AND SCREENING CHAMBER, COMPLETE.

The engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

5' 0" x 9' 0" Storm Outlet Sewer, complete, 235 lin. ft.

3' 0" Circular Sanitary Outlet Sewer, complete, 1,150 lin. ft.

16" Cast-iron Pipe Submerged Outlet, complete, 110 lin. ft.

Manholes (storm sewer), complete, 3.

Manholes (sanitary sewer), complete, 13.

Dropwell and Appurtenances at Sta. 0+10, complete, 1.

Transition Section and Sanitary Branch, including Manhole No. 4 at Sta. 11+50, complete, 1.

House-connection Spurs, 35.

Slope Pavement, 600 sq. yds.

Rubble Masonry in Mortar, 1,100 cu. yds.

Rip-rap, other than that used in embankment, 300 cu. yds.

Class "B" Concrete, 150 cu. yds.

Rock Excavation, 950 cu. yds.

Vitrified Brickwork, 5 cu. yds.

Ordinary Brickwork, 5 cu. yds.

Timber and Planking for Foundation, 5,000 ft. B. M.

Timber and Planking for Permanent Sheeting and Bracing, 5,000 ft. B. M.

Piles in place, 1,000 lin. ft.

12" Vitrified Drain Pipe, 100 lin. ft.

Additional Steel Reinforcement Rods imbedded in Concrete, 10,000 lbs.

Structural Steel Beams with or without connections, 1,500 lbs.

Miscellaneous Cast-iron, Wrought-iron and Steel, 1,500 lbs.

The time allowed for constructing and completing the Sewer and Appurtenances will be One Hundred and Fifty (150) consecutive working days.

The amount of security required will be Twenty Thousand Dollars ($20,000) and the amount of deposit accompanying the bid shall be five per cent. (5%) of the amount of security.

The bidder will state the price for each item or article contained in the specifications or schedules herein contained or hereto annexed, per foot yard, or other unit of measure or article, by which the bid will be tested. The contract, if awarded, will be awarded for the whole work at a lump sum.

Blank forms may be had and Drawings, form of Specification and Contract may be seen at the offices of the Commissioner of Public Works, Municipal Building, Bureau of Sewers, Room 2103, Borough of Manhattan, and may be obtained upon payment of a nominal fee.

MARCUS M. MARKS, President.

Aug. 7, 1915. a7,18

☞ **See General Instructions to Bidders on last page, last column, of the "City Record."**

DEPARTMENT OF FINANCE.

Sales of Tax Liens.

Notice of the Continuation of the Brooklyn Tax Sale.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents in the Borough of Brooklyn, as to liens remaining unsold at the termination of sales of July 15, September 9, October 7, November 4 and December 2, 1914, January 13, February 17, April 17, May 19, June 16 and July 14, 1915, has been continued to

WEDNESDAY, SEPTEMBER 15, 1915,

at 2:30 P. M., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in Room 2, in the basement of the Borough Hall, Brooklyn, N. Y.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a17,s15

Notice of Continuation of the Queens Tax Sale.

THE SALE OF THE LIENS FOR UNPAID taxes, assessments and water rents for the Borough of Queens, as to liens remaining unsold at the termination of the sale of October 27, December 8, 1914, January 19, March 2, April 20, June 8 and July 20, 1915, has been continued to

TUESDAY, OCTOBER 5, 1915,

at 10 o'clock A. M., pursuant to Section 1028 of the Greater New York Charter, and will be continued at that time on the third floor of the Municipal Building, Court House Square, Long Island City, Borough of Queens, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a17,o5

Notice of the Continuation of The Bronx Tax Sale.

THE SALE OF THE LIENS FOR UNPAID SPECIAL FRANCHISE TAXES AND REAL ESTATE OF CORPORATION TAXES for the Borough of the Bronx, as to liens remaining unsold at the termination of sale of August 9, 1915, has been continued to

MONDAY, NOVEMBER 1, 1915,

at 2 o'clock P. M., pursuant to Section 1028 of the Greater New York Charter, and will be continued at that time on the 4th floor of the Bergen Building, corner of Arthur and Tremont Avenues, Borough of the Bronx, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a17,n1

Notice of Continuation of Richmond Tax Sale.

THE SALE OF THE LIENS FOR UNPAID taxes on the Real Estate of Corporations and Special Franchises, as to liens remaining unsold at the termination of the sale of July 7 and July 21 and August 4, 1915, has been continued to

WEDNESDAY, AUGUST 18, 1915.

at 2 o'clock p. m., pursuant to section 1028 of the Greater New York Charter, and will be continued at that time in Room 129 in the Borough Hall, New Brighton, Borough of Richmond, City of New York.

DANIEL MOYNAHAN, Collector of Assessments and Arrears. a9,18

Interest on City Bonds and Stock.

THE INTEREST DUE ON SEPTEMBER 1, 1915, on Registered Bonds, Stocks and Corporate Stock Notes of The City of New York, and of former corporations now included therein, will be paid on that day by the Comptroller at his office (Room 853), Municipal Building, at Chambers and Centre Streets in the Borough of Manhattan.

The coupons that are payable in New York, London or Paris for the interest due September 1st, 1915, on Corporate Stock of The City of New York will be paid on that day, at the option of the holders thereof, at the office of the Guaranty Trust Company, 140 Broadway, New York City, or at the office of Messrs. Seligman Bros., 18 Austin Friars, London, E. C., England.

The coupons that are payable on September 1st, 1915, for interest on Corporate Stock Notes and Revenue Bonds of The City of New York will be paid on that day at the office of the said Guaranty Trust Company.

The coupons that are payable on September 1, 1915, for interest on bonds of former corporations now included in The City of New York will be paid on that day at the office of the said Guaranty Trust Company.

The books for the transfer of bonds and stock on which interest is payable on September 1st, 1915, will be closed from August 14th to September 1st, 1915.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, July 27th, 1915. jy29,a1

Confirmation of Assessments.

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS in the BOROUGH of BROOKLYN:

THIRTIETH WARD, SECTION 17.

SEWERS in SIXTY-FIRST STREET, between Sixteenth and Seventeenth avenues; SIXTY-SECOND STREET, between Fifteenth and Sixteenth avenues; SIXTY-THIRD STREET, between Fifteenth and Seventeenth avenues; SIXTY-SIXTH STREET, between Fifteenth and Sixteenth avenues; SIXTY-SEVENTH STREET, between New Utrecht and Sixteenth avenues; and SIXTEENTH AVENUE, from Sixty-sixth street to Sixtieth street. Area of assessment affects property in Blocks Nos. 5516, 5517, 5523, 5524, 5530, 5531, 5537, 5538, 5544, 5545, 5551, 5552, 5558, 5559 and 5566.

THIRTIETH WARD, SECTION 19.

SEVENTY-NINTH STREET — REGULATING, GRADING, CURBING AND FLAGGING, from Twenty-second avenue to Twenty-third avenue. Area of assessment: Both sides of Seventy-ninth street, from Twenty-second avenue to Twenty-third avenue, and to the extent of half the block at the intersecting avenues.

—that the same were confirmed by the Board of Assessors on August 10, 1915, and entered on August 10, 1915, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Offerman Building, 503 Fulton street, Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 9, 1915, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 10, 1915. a14,25

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF QUEENS:

FIRST WARD.

SOUND STREET—REGULATING, GRADING, CURBING AND FLAGGING, from Purdy street to Potter avenue. Area of assessment: Property within the area bounded by Potter avenue, Purdy street, Amagansett street and Theodore street.

BOULEVARD—CURBING AND FLAGGING from Washington avenue to Broadway. Area of assessment: Both sides of the Boulevard, from Washington avenue to Broadway.

SECOND WARD.

MADISON STREET—REGULATING, GRADING, CURBING AND FLAGGING, between Woodward and Forest avenues. Area of assessment: Both sides of Madison street, from Woodward avenue to Forest avenue, and to the extent of half the block on each side of the improvement.

FIRST STREET—REGULATING, GRADING, CURBING AND FLAGGING, from Woodside avenue to Riker avenue. Area of assessment: Both sides of First street, from Riker avenue to Woodside avenue, including property in Blocks Nos. 469 and 470.

—that the same were confirmed by the Board of Assessors August 10, 1915, and entered August 10, 1915, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Municipal Building, Court House Square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 9, 1915, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 10, 1915. a14,25

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessments for LOCAL IMPROVEMENTS IN THE BOROUGH OF MANHATTAN:

FIFTH WARD, SECTION 1.

WALKER STREET—ALTERATION AND IMPROVEMENT TO SEWERS, between West Broadway and Broadway. Area of assessment: Both sides of Walker street, between West Broadway and Broadway, including Blocks Nos. 191, 192, 193 and 194.

TWELFTH WARD, SECTION 8.

WEST ONE HUNDRED AND SIXTIETH STREET—PAVING AND CURBING, from Broadway to Fort Washington avenue. Area of assessment: Both sides of West One Hundred and Sixtieth street, from Broadway to Fort Washington avenue, including property in Block No. 2137.

—that the same were confirmed by the Board of Assessors August 10, 1915, and entered August 10, 1915, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, Municipal Building, north side, third floor, Borough of Manhattan, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 9, 1915, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 10, 1915. a14,25

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessment for LOCAL IMPROVEMENTS in the BOROUGH OF THE BRONX:

TWENTY-FOURTH WARD, SECTION 11.

FORDHAM ROAD—REGULATING, GRADING, REGRADING, SETTING AND RESETTING CURBSTONES, FLAGGING AND REFLAGGING SIDEWALKS, LAYING AND RELAYING CROSSWALKS, BUILDING APPROACHES AND ERECTING FENCES, from Harlem River terrace to Webster avenue. Area of assessment: Both sides of Fordham road, from Harlem River terrace to Webster avenue, including property in Blocks Nos. 3023, 3026, 3148, 3153, 3154, 3166, 3167, 3173, 3174, 3184, 3188, 3189, 3199, 3200, 3203, 3209, 3212, 3213, 3218, 3219, 3225, 3226, 3232 to 3236, 3275, 3286 to 3293.

—that the same was confirmed by the Board of Assessors on August 10, 1915, and entered August 10, 1915, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided in section 1019 of said Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Bergen Building, fourth floor, southeast corner of Arthur and Tremont aves., Borough of The Bronx, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 9, 1915, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 10, 1915. a14,25

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of the assessments for OPENING AND ACQUIRING TITLE to the following named avenues in the BOROUGH OF QUEENS:

FIRST WARD.

PROSPECT STREET—OPENING, from Webster avenue to Hunter avenue. Confirmed, June 25, 1915; entered, August 6, 1915. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at the intersection of a line midway between Prospect street and the Crescent with the northerly line of Hunter avenue, and running thence northeastwardly along the said line midway between Prospect street and the Crescent and along the prolongation of the said line to the intersection with a line 100 feet northeasterly from and parallel with the northeasterly line of Webster avenue, the said distance being measured at right angles to the line of Webster avenue; thence southeastwardly and parallel with Webster avenue to the intersection with the prolongation of a line midway between Prospect street and Radde street; thence southwestwardly and along the said line midway between Prospect street and Radde street and along the prolongation of the said line to the intersection with the southerly line of Hunter avenue; thence southwardly at right angles to the line of Hunter avenue 100 feet; thence westwardly and parallel with Hunter avenue to the intersection with a

line at right angles to the line of Hunter avenue and passing through the point described as the point or place of beginning, and thence northwardly to the point or place of beginning.

—that the same was entered on the day hereinbefore given in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided by section 1006 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Municipal Building, Court House Square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 5, 1915, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 6, 1915. a12,23

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of the assessments for OPENING AND ACQUIRING TITLE to tte following named avenue and place in the BOROUGH OF THE BRONX:

TWENTY-FOURTH WARD, SECTION 15.

BENEDICT AVENUE—OPENING, from Storrow street to Olmstead avenue. Confirmed, July 28, 1915; entered, August 6, 1915. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of The Bronx, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the prolongation of a line midway between Olmstead avenue and Odell street as these streets are laid out at Starling avenue, where it is intersected by a line bisecting the angle formed by the intersections of the prolongations of the centre lines of McGraw avenue and Benedict avenue, as these streets are laid out east of Pugsley avenue, and running thence southwardly along the said line midway between Olmstead avenue and Odell street and along the prolongation of the said line to the intersection with the prolongation of a line midway between Benedict avenue and Westchester avenue; thence westwardly along the said line midway between Benedict avenue and Westchester avenue and along the prolongations of the said line to the intersection with the prolongation of a line distant 100 feet westerly from and parallel with the westerly line of Storrow street, the said distance being measured at right angles to Storrow street; thence northwardly along the said line, parallel with Storrow street and along the prolongation of the said line to the intersection with the prolongation of a line distant 100 feet northerly from and parallel with the northerly line of Benedict avenue, the said distance being measured at right angles to Benedict avenue; thence eastwardly along the said line parallel with Benedict avenue and along the prolongation of the said line to the intersection with a line bisecting the angle formed by the intersection of the prolongations of the centre lines of McGraw avenue and Benedict avenue, as these streets are laid out east of Pugsley avenue; thence eastwardly along the said bisecting line to the point or place of beginning.

The above entitled assessment was entered on the day hereinbefore given in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1006 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Bergen Building, fourth floor, southeast corner of Arthur and Tremont aves., Borough of The Bronx, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 5, 1915, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 6, 1915. a12,23

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court, and the entering in the Bureau for the Collection of Assessments and Arrears of the assessment for OPENING AND ACQUIRING TITLE to the following named streets in the BOROUGH OF BROOKLYN:

THIRTY-FIRST WARD, SECTION 21.

WEST NINETEENTH STREET—OPENING, from Avenue Z to Surf avenue, except the right of way of the New York and Coney Island Railroad, and WEST TWENTIETH STREET—OPENING, from Avenue Z to Surf avenue, except the right of way of the New York and Coney Island Railroad. Confirmed, June 21, 1915; entered, August 6, 1915. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows:

Bounded on the north by a line distant 100 feet northerly from and parallel with the northerly line of Neptune avenue, the said distance being measured at right angles to Neptune avenue; on the east by a line midway between West Seventeenth and West Nineteenth streets and by the prolongation of the said line; on the south by a line always distant 100 feet southerly from and parallel with the southerly line of Surf avenue, the said distance being measured at right angles to Surf avenue; and on the west by a line midway between West Twentieth and West Twenty-first streets and by the prolongation of the said line.

The above entitled assessment was entered on the day hereinbefore given in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided by section 1006 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Offerman Building, 503 Fulton street, Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 5, 1915, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 6, 1915. a12,23

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of the assessment for OPENING AND ACQUIRING TITLE to the following named avenues in the BOROUGH OF BROOKLYN:

TWENTY-SIXTH WARD, SECTION 13.

LINCOLN AVENUE—OPENING, from Jamaica avenue to Ridgewood avenue. Confirmed September 28, 1912, and April 16, 1915; entered August 5, 1915. Area of assessment includes all those lands, tenements and hereditaments and premises situate, lying and being in the Borough of Brooklyn, in The City of New York, which, taken together, are bounded and described as follows: BOUNDED on the north by a line distant 100 feet northerly from and parallel with the northerly line of Jamaica avenue, the said distance being measured at right angles to Jamaica avenue; on the east by a line midway between Lincoln avenue and Nichols avenue and by the prolongation of the said line; on the south by a line distant 100 feet southerly from and parallel with the southerly line of Ridgewood avenue, the said distance being measured at right angles to Ridgewood avenue; and on the west by a line midway between Lincoln avenue and Railroad, and by the prolongation of the said line.

TWENTY-SEVENTH WARD, SECTION 11, and BOROUGH OF QUEENS.

SCOTT AVENUE—OPENING, from Flushing avenue to St. Nicholas avenue. Confirmed December 18, 1913; entered August 5, 1915. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn and in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the southerly line of Metropolitan avenue where it is intersected by the prolongation of the northeasterly line of Onderdonk avenue, and running thence eastwardly along the line bisecting the angle formed by the intersection of the southerly line of Metropolitan avenue and the prolongation of the northeasterly line of Onderdonk avenue to the intersection with a line midway between Onderdonk avenue and Woodward avenue; thence southeastwardly along the said line midway between Onderdonk avenue and Woodward avenue to a point distant 100 feet northwesterly from the northwesterly property line of the Bushwick Branch of the Long Island Railroad; thence southwestwardly and parallel with the said railroad property line to the intersection with a line distant 100 feet northeasterly from and parallel with the northeasterly line of Onderdonk avenue; thence southeastwardly along the said line parallel with Onderdonk avenue to a point distant 100 feet northwesterly from the northwesterly line of Flushing avenue; thence northeastwardly and always distant 100 feet northwesterly from and parallel with the northwesterly line of Flushing avenue to a point distant 100 feet southwesterly from the southwesterly line of Garrison avenue; thence northwardly and parallel with Garrison avenue to the intersection with a line at right angles to Garrison avenue and passing through a point on its westerly side distant 250 feet northerly from its intersection with the northwesterly line of Flushing avenue; thence eastwardly along the said line at right angles to Garrison avenue to the intersection with a line midway between Garrison avenue and Furman avenue; thence northwardly along the said line midway between Garrison avenue and Furman avenue to the southerly property line of the Bushwick Branch of the Long Island Railroad; thence eastwardly along the said railroad property line to the centre line of Mary street; thence southwardly along the centre line of Mary street to the intersection with a line distant 100 feet southeasterly from and parallel with the southerly line of Elliott avenue; thence southwestwardly along the said line parallel with Elliott avenue to a point distant 100 feet easterly from the easterly line of Elliott avenue; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Prospect avenue to the intersection with a line midway between Grove street and Linden street; thence westwardly along the said line midway between Grove street and Linden street to a point distant 100 feet westerly from the westerly line of Prospect avenue; thence southwardly and parallel with Prospect avenue to the intersection with a line midway between Linden street and Gates avenue; thence westwardly along the said line midway between Linden street and Gates avenue to the intersection with a line midway between Prospect avenue and Forest avenue; thence southwardly along the said line midway between Prospect avenue and Forest avenue to the intersection with a line midway between Woodbine street and Madison street; thence eastwardly along the said line midway between Woodbine street and Madison street to a point distant 100 feet easterly from the easterly line of Prospect avenue; thence southwardly and parallel with Prospect avenue to the intersection with a line midway between Madison street and Putnam avenue; thence eastwardly along the said line midway between Madison street and Putnam avenue and along the prolongation of the said line to the intersection with a line midway between Howard street and Sheridan street; thence northwardly along the said line midway between Howard street and Sheridan street and the prolongation thereof to a point distant 100 feet northerly from the northerly line of Madison street; thence eastwardly and parallel with Madison street to a point distant 100 feet southwesterly from the southwesterly line of Traffic street; thence southeastwardly and parallel with Traffic street and the prolongation thereof to the southeasterly property line of the Lutheran Cemetery Branch of the Brooklyn Rapid Transit Company; thence northeastwardly along the said property line to a point distant 100 feet southerly from the southerly line of Metropolitan avenue; thence eastwardly and always 100 feet southerly from and parallel with the southerly line of Metropolitan avenue to the intersection with the prolongation of a line midway between Ward street and Johnson street; thence northwardly along the said line midway between Ward street and Johnson street and along the prolongation of the said line to a point distant 100 feet southeasterly from the southeasterly line of Satterlee avenue; thence northwestwardly and parallel with Satterlee avenue to the intersection with a line midway between Van Duzen street and Greiffenberg street; thence southeastwardly along the said line midway between Van Duzen street and Greiffenberg street to the intersection with the prolongation of a line distant 100 feet easterly from and parallel with the easterly line of Morton avenue; thence southwardly along the said line parallel with Morton avenue to the intersection with a line midway between Graeme place and St. Germans place; thence westwardly along the said line midway between Graeme place and St. Germans place to a point distant 100 feet easterly from the easterly line of Griffith avenue; thence southwardly and parallel with Griffith avenue to the intersection with the prolongation of a line midway between Morris avenue and Fulton avenue; thence southwardly along the said line midway between Morris avenue and Fulton avenue, and along the prolongation of the said line to the intersection with the prolongation of a line distant 100 feet southerly from and parallel with the southerly line of Central avenue; thence westwardly along the said line parallel with Central avenue and along the prolongation of the said line to the intersection with a line midway between Tompkins place and Lafayette street; thence southwardly along the said line midway between Tompkins place and Lafayette street to the intersection with a line distant 100 feet northerly from and parallel with the northerly line of Myrtle avenue; thence eastwardly along the said line parallel with Myrtle avenue to the intersection with a line midway between Ridgewood place and Tesla place; thence southwardly along the said line midway between Ridgewood place and Tesla place and along the prolongation of the said line to a point distant 100 feet northerly from the northerly line of Indiana place; thence eastwardly and parallel with Indiana place to the property line of the Cypress Hills Cemetery; thence generally southwardly and westwardly along the property line of the Cypress Hills Cemetery to a point distant 100 feet northeasterly from the northeasterly line of Fresh Pond road; thence southeastwardly and parallel with Fresh Pond road to the intersection with the prolongation of a line distant 100 feet southerly from and parallel with the southerly line of Cypress avenue as laid out in the tangent west of Fresh Pond road; thence westwardly along a line always distant 100 feet southerly from and parallel with the southerly line of Cypress avenue to a point distant 100 feet easterly from the easterly line of Vermont avenue; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Vermont avenue to the intersection with a line at right angles to Vermont avenue, and passing through a point on its westerly side where it is intersected by the property line of the Cemetery of the Evergreens; thence westwardly along the said line at right angles to Vermont avenue to its westerly side; thence generally northwardly, westwardly and southwardly along the property line of the Cemetery of the Evergreens and of Trinity Cemetery to the intersection with the line between the Borough of Brooklyn and the Borough of Queens; thence northwestwardly along the said borough line to a point distant 100 feet southwesterly from the southwesterly line of St. Nicholas avenue; thence northwestwardly and parallel with St. Nicholas avenue to the intersection with the prolongation of a line midway between Scott avenue and Gardner avenue, as laid out north of Johnson street; thence northwardly along the said line midway between Scott avenue and Gardner avenue and along the prolongation of the said line to the southerly line of Metropolitan avenue; thence eastwardly along the southerly line of Metropolitan avenue to the point or place of beginning. All distances are intended to be measured at right angles to the lines to which they are referred.

The above entitled assessments were entered on the day hereinbefore given in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessments, interest will be collected thereon, as provided by section 1006 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessments are payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Offerman Building, 503 Fulton street, Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 4, 1915, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessments became liens to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 5, 1915. a9,19

NOTICE OF ASSESSMENTS FOR OPENING STREETS AND PARKS.

IN PURSUANCE OF SECTION 1005 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice of the confirmation by the Supreme Court and the entering in the Bureau for the Collection of Assessments and Arrears of the assessments for OPENING AND ACQUIRING TITLE to the following named avenues in the BOROUGH OF QUEENS:

WARD 1.

SCOTT AVENUE—OPENING, from Flushing avenue to St. Nicholas avenue. Confirmed December 18, 1913; entered August 5, 1915. Area of assessment includes all those lands, tenements and hereditaments and premises situate and being in the Borough of Brooklyn and in the Borough of Queens, in The City of New York, which, taken together, are bounded and described as follows, viz.:

Beginning at a point on the southerly line of Metropolitan avenue where it is intersected by the prolongation of the northeasterly line of Onderdonk avenue, and running thence eastwardly along the line bisecting the angle formed by the intersection of the southerly line of Metropolitan avenue and the prolongation of the northeasterly line of Onderdonk avenue to the intersection with a line midway between Onderdonk avenue and Woodward avenue; thence southeastwardly along the said line midway between Onderdonk avenue and Woodward avenue to a point distant 100 feet northwesterly from the northwesterly property line of the Bushwick Branch of the Long Island Railroad; thence southwestwardly and parallel with the said railroad property line to the intersection with a line distant 100 feet northeasterly from and parallel with the northeasterly line of Onderdonk avenue; thence southeastwardly along the said line parallel with Onderdonk avenue to a point distant 100 feet northwesterly from the northwesterly line of Flushing avenue; thence northeastwardly and always distant 100 feet northwesterly from and parallel with the northwesterly line of Flushing avenue to a point distant 100 feet southwesterly from the southwesterly line of Garrison avenue; thence northwardly and parallel with Garrison avenue to the intersection with a line at right angles to Garrison avenue and passing through a point on its westerly side distant 250 feet northerly from its intersection with the northwesterly line of Flushing avenue; thence eastwardly along the said line at right angles to Garrison avenue to the intersection with a line midway between Garrison avenue and Furman avenue; thence northwardly along the said line midway between Garrison avenue and Furman avenue to the southerly property line of the Bushwick Branch of the Long Island Railroad; thence eastwardly along the said railroad property line to the centre line of Mary street; thence southwardly along the centre line of Mary street to the intersection with a line distant 100 feet southeasterly from and parallel with the southerly line of Elliott avenue; thence southwestwardly along the said line parallel with Elliott avenue to a point distant 100 feet easterly from the easterly line of Elliott avenue; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Prospect avenue to the intersection with a line midway between Grove street and Linden street; thence westwardly along the said line midway between Grove street and Linden street to a point distant 100 feet westerly from the westerly line of Prospect avenue; thence southwardly and parallel with Prospect avenue to the intersection with a line midway between Linden street and Gates avenue; thence westwardly along the said line midway between Linden street and Gates avenue to the intersection with a line midway between Prospect avenue and Forest avenue; thence southwardly along the said line midway between Prospect avenue and Forest avenue to the intersection with a line midway between Woodbine street and Madison street; thence eastwardly along the said line midway between Woodbine street and Madison street to a point distant 100 feet easterly from the easterly line of Prospect avenue; thence southwardly and parallel with Prospect avenue to the intersection with a line midway between Madison street and Putnam avenue; thence eastwardly along the said line midway between Madison street and Putnam avenue and along the prolongation of the said line to the intersection with a line midway between Howard street and Sheridan street; thence northwardly along the said line midway between Howard street and Sheridan street, and the prolongation thereof to a point distant 100 feet northerly from the northerly line of Madison street; thence eastwardly and parallel with Madison street to a point distant 100 feet southwesterly from the southwesterly line of Traffic street; thence southeastwardly and parallel with Traffic street and the prolongation thereof to the southeasterly property line of the Lutheran Cemetery Branch of the Brooklyn Rapid Transit Company; thence northeastwardly along the said property line to a point distant 100 feet southerly from the southerly line of Metropolitan avenue; thence eastwardly and always 100 feet southerly from and parallel with the southerly line of Metropolitan avenue to the intersection with the prolongation of a line midway between Ward street and Johnson street; thence northwardly along the said line midway between Ward street and Johnson street and along the prolongation of the said line to a point distant 100 feet southeasterly from the southeasterly line of Satterlee avenue; thence northwestwardly and parallel with Satterlee avenue to the intersection with a line midway between Van Duzen street and Greiffenberg street; thence southeastwardly along the said line midway between Van Duzen street and Greiffenberg street to the intersection with the prolongation of a line distant 100 feet easterly from and parallel with the easterly line of Morton avenue; thence southwardly along the said line parallel with Morton avenue to the intersection with a line midway between Graeme place and St. Germans place; thence westwardly along the said line midway between Graeme place and St. Germans place to a point distant 100 feet easterly from the easterly line of Griffith avenue; thence southwardly and parallel with Griffith avenue to the intersection with the prolongation of a line midway between Morris avenue and Fulton avenue; thence southwardly along the said line midway between Morris avenue and Fulton avenue and along the prolongation of the said line to the intersection with the prolongation of a line distant 100 feet southerly from and parallel with the southerly line of Central avenue; thence westwardly along the said line parallel with Central avenue and along the prolongation of the said line to the intersection with a line midway between Tompkins place and Lafayette street; thence southwardly along the said line midway between Tompkins place and Lafayette street to the intersection with a line distant 100 feet northerly from and parallel with the northerly line of Myrtle avenue; thence eastwardly along the said line parallel with Myrtle avenue to the intersection with a line midway between Ridgewood place and Tesla place; thence southwardly along the said line midway between Ridgewood place and Tesla place and along the prolongation of the said line to a point distant 100 feet northerly from the northerly line of Indiana place; thence eastwardly and parallel with Indiana place to the property line of the Cypress Hills Cemetery; thence generally southwardly and westwardly along the property line of the Cypress Hills Cemetery to a point dis-

tant 100 feet northeasterly from the northeasterly line of Fresh Pond road; thence southeastwardly and parallel with Fresh Pond road to the intersection with the prolongation of a line distant 100 feet southerly from and parallel with the southerly line of Cypress avenue as laid out in the tangent west of Fresh Pond road; thence westwardly along a line always distant 100 feet southerly from and parallel with the southerly line of Cypress avenue to a point distant 100 feet easterly from the easterly line of Vermont avenue; thence southwardly and always distant 100 feet easterly from and parallel with the easterly line of Vermont avenue to the intersection with a line at right angles to Vermont avenue, and passing through a point on its westerly side where it is intersected by the property line of the Cemetery of the Evergreens; thence westwardly along the said line at right angles to Vermont avenue to its westerly side; thence generally northwardly, westwardly and southwardly along the property line of the Cemetery of the Evergreens and of Trinity Cemetery to the intersection with the line between the Borough of Brooklyn and the Borough of Queens; thence northwestwardly along the said borough line to a point distant 100 feet southwesterly from the southwesterly line of St. Nicholas avenue; thence northwestwardly and parallel with St. Nicholas avenue to the intersection with the prolongation of a line midway between Scott avenue and Gardner avenue, as laid out north of Johnson street; thence northwardly along the said line midway between Scott avenue and Gardner avenue and along the prolongation of the said line to the southerly line of Metropolitan avenue; thence eastwardly along the southerly line of Metropolitan avenue to the point or place of beginning.

—that the same was entered on the day hereinbefore given in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided by section 1006 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Municipal Building, Court House Square, Long Island City, Borough of Queens, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 4, 1915, will be exempt from interest, as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 5, 1915. a9,19

NOTICE TO PROPERTY OWNERS.

IN PURSUANCE OF SECTION 1018 OF THE Greater New York Charter, the Comptroller of The City of New York hereby gives public notice to all persons, owners of property, affected by the following assessment for LOCAL IMPROVEMENTS in the BOROUGH OF BROOKLYN:

THIRTY-SECOND WARD, SECTIONS 23 and 25.

SCHENECTADY AVENUE—REGULATING, GRADING, CURBING AND FLAGGING between Flatlands and Flatbush avenues. Area of assessment: Both sides of Schenectady avenue from Flatlands avenue to Flatbush avenue, and to the extent of half the block at the intersecting avenues.

—that the same was confirmed by the Board of Assessors on August 3, 1915, and entered on August 3, 1915, in the Record of Titles of Assessments, kept in the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, and unless the amount assessed for benefit on any person or property shall be paid within sixty days after the date of said entry of the assessment, interest will be collected thereon, as provided by section 1019 of the Greater New York Charter.

Said section provides, in part, "If any such assessment shall remain unpaid for the period of sixty days after the date of entry thereof in the said Record of Titles of Assessments, it shall be the duty of the officer authorized to collect and receive the amount of such assessment, to charge, collect and receive interest thereon at the rate of seven per centum per annum to be calculated to the date of payment from the date when such assessment became a lien, as provided by section 159 of this act."

Section 159 of this act provides * * * "An assessment shall become a lien upon the real estate affected thereby ten days after its entry in the said record." * * *

The above assessment is payable to the Collector of Assessments and Arrears at the Bureau for the Collection of Assessments and Arrears of Taxes and Assessments and of Water Rents, in the Offerman Building, 503 Fulton street, Borough of Brooklyn, between the hours of 9 a. m. and 2 p. m., and on Saturdays from 9 a. m. to 12 m., and all payments made thereon on or before October 2, 1915, will be exempt from interest as above provided, and after that date will be subject to a charge of interest at the rate of seven per centum per annum from the date when such assessment became a lien to the date of payment.

WILLIAM A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 3, 1915. a9,19

Corporation Sale of Privileges.

CORPORATION SALE BY SEALED BIDS OF THE PRIVILEGE TO MAINTAIN A BOOTBLACK STAND IN THE COUNTY COURT HOUSE IN THE BOROUGH OF THE BRONX.

SEALED BIDS FOR THE PRIVILEGE TO maintain a Bootblack Stand in the space 3′ by 4′ on the main floor of The Bronx County Court House, between the Brook Avenue entrance to said building and the elevator shaft, in the Borough of The Bronx, for a period of one year commencing September 1, 1915, at the minimum or upset rental of $120 per annum, will be received by the Comptroller on

WEDNESDAY, AUGUST 25, 1915,

at 11 a. m., at the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, upon the following

TERMS AND CONDITIONS:

Bids must be made in the amount of rent per month which the bidder is willing to pay for such privilege for each and every month of the full term of one year, and each bid must be accompanied by cash or certified check for one month's rent in advance, which shall be forfeited if the successful bidder does not sign the rental agreement when notified that it is ready for execution.

He will also be required to give an undertaking in the amount of the rental bid for the full term of one year, with two sufficient sureties to be approved by the Comptroller, conditioned for the payment of the rent monthly in advance and for the performance of the provisions of the agreement.

No person shall be received as lessee or surety who is a delinquent on any former lease from the corporation, and no bid shall be accepted from any person who is in arrears to the corporation upon debt or contract, or who is a defaulter as surety, or otherwise, upon any obligation to the corporation, as provided by law.

The agreement will be in the usual form of agreements for like privileges, and will contain in addition thereto the following provisions:

1. That the privilege granted is for the maintenance of bootblack stand.
2. That the purchaser of the privilege shall erect a stand at his own cost and expense, the form of said stand to be subject to the approval of the President of the Borough of The Bronx.
3. That the party to whom the privilege is granted shall be subject to the rules and regulations laid down by the President of the Borough of The Bronx affecting the care and maintenance of the building.

The comptroller shall have the right to reject any or all bids if deemed to be to the interest of The City of New York.

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 2, 1915. a9,25

Sureties on Contracts.

UNTIL FURTHER NOTICE SURETY COMpanies will be accepted as sufficient upon the following contracts to the amounts named:

Supplies of Any Description, Including Gas and Electricity.

One company on a bond up to $50,000.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated January 1, 1914.

Construction.

One company on a bond up to $25,000.

Including regulating, grading, paving, sewers, maintenance, dredging, construction of parks, parkways, docks, buildings, bridges, tunnels, aqueducts, repairs, heating, ventilating, plumbing, etc., etc.

When such company is authorized to write that amount as per letter of Comptroller to the surety companies, dated January 1, 1914.

Asphalt, Asphalt Block and Wood Block Pavements.

Two companies will be required on any and every bond up to amount authorized by letter of Comptroller to the surety companies, dated January 1, 1914.

January 1, 1914.

WILLIAM A. PRENDERGAST, Comptroller.

Corporation Sales of Buildings.

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE BOARD OF Education, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain buildings standing upon property owned by The City of New York, formerly used for school purposes, in the

Borough of Manhattan.

BEING the building under the Manhattan Approach to the Williamsburgh Bridge, between Lewis and Goerck Street, known as Public School No. 98 C, in the Borough of Manhattan, which is more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution adopted by the Commissioners of the Sinking Fund at a meeting held July 30, 1915, the sale by sealed bids of the above described buildings and appurtenances thereto, will be held by direction of the Comptroller on

TUESDAY, AUGUST 31, 1915,

at 11 a. m., in lots and parcels and in manner and form as follows:

PARCEL No. 1: One-story brick building under the Manhattan Approach to the Williamsburgh Bridge, between Lewis and Goerck Street, known as Public School No. 98 C.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11 a. m. on the 31st day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any or all bids if deemed to be to the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened August 31, 1915," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 3, 1915. a14,31

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx.

BEING the buildings, parts of buildings, etc., standing within the lines of Sacket Avenue from Bear Swamp Road to Colden Avenue, in the Borough of the Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

MONDAY, AUGUST 30, 1915,

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

PARCEL No. 17: Fence and steps of five two-story frame houses on the south side of Sacket (Hilton) Avenue, 200 feet east of Bear Swamp Road. Upset price, $5.00.

PARCEL No. 18: Part of two-story frame house on the northeast corner of Sacket Avenue and Bogart Avenue (Dean Place). Cut 6.6 feet on front by 6.6 feet on rear. Upset price, $25.00.

PARCEL No. 20: Two-story frame house on the east side of Bogart Avenue (Dean Place) at Sacket Avenue. Upset price, $100.00.

PARCEL No. 25: Part of one-story stone barn on the south side of Sacket (Hilton) Avenue, 200 feet east of Bogart Avenue (Dean Place). Cut 9.5 feet on east and west sides. Upset price, $5.00.

PARCEL No. 26: Part of one-story stone stable east of and adjoining Parcel No. 25. Cut 8.9 feet on east and west sides. Upset price, $5.00.

PARCEL No. 28: Board fence east of Parcel No. 26. Upset price, $2.00.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11:00 a. m. on the 30th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened August 30, 1915," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 3, 1915. a13,30

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx.

BEING the buildings, parts of buildings, etc., standing within the lines of Dyre Avenue from Boston Road to the City Line, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

FRIDAY, AUGUST 27, 1915,

at 11 a. m., in the lots and parcels and in manner and form and at upset prices as follows:

PARCEL No. 1: Stone retaining wall on the west side of Dyre Avenue from Boston Road Northerly. Upset price, $2.00.

PARCEL NO. 2: Stone retaining wall north of Parcel No. 1. Upset price, $2.00.

PARCEL No. 4: Stone wall north of Parcel No. 2. Upset price, $2.00.

PARCEL No. 8: Wire fence on east side of Dyre Avenue, 250 feet north of Boston Road. Upset price, $2.00.

PARCEL No. 20: Steps on west side of Dyre Avenue, 90 feet north of East 233rd Street. Upset price, $2.00.

PARCEL No. 28: Wire fence on northwest corner of Dyre Avenue and Dark Street. Upset price, $2.00.

PARCEL No. 29: Steps north of Parcel No. 28. Upset price, $2.00.

PARCEL No. 30: Concrete wall and steps north of Parcel No. 29. Upset price, $2.00.

PARCEL No. 32: Concrete wall and wooden steps 30 feet north of Parcel No. 30. Upset price, $2.00.

PARCEL No. 33: Concrete wall and steps north of Parcel No. 32. Upset price, $2.00.

PARCEL No. 34: Concrete wall and stone steps north of Parcel No. 33. Upset price, $3.00.

PARCEL No. 35: Concrete wall north of Parcel No. 34. Upset price, $2.00.

PARCEL No. 36: Concrete wall and stone steps north of Parcel No. 35. Upset price, $3.00.

PARCEL No. 46: Hedge and stone steps 230 feet north of Parcel No. 36. Upset price, $2.00.

PARCEL No. 50-58: Wire fence on east side of Dyre Avenue at City Line. Upset price, $3.00.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11:00 a. m, on the 27th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened August 30, 1915," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 3, 1915. a11,27

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx.

BEING the buildings, parts of buildings, etc., standing within the lines of Holland Avenue from Baker Avenue to Hunt Avenue, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto, will be held by direction of the Comptroller on

THURSDAY, AUGUST 26, 1915,

at 11 a. m., in lots and parcels and in manner and form and at upset prices as follows:

PARCEL No. 113: Board fence on the west side of Holland Avenue, 200 feet west of Hunt Avenue. Upset price, $2.00.

PARCEL No. 117: Part of two-story frame house No. 1956 Hunt Avenue. Upset price, $100.00.

PARCEL No. 118: Part of two-story frame house No. 1958 Hunt Avenue. Upset price, $100.00.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11:00 a. m. on the 26th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened August 26, 1915," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 3, 1915. a10,26

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain

encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of The Bronx.

BEING the buildings, parts of buildings, etc., standing within the lines of Victor Street from Van Nest Avenue to Rhinelander Avenue, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund adopted at a meeting held July 30, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above described buildings and appurtenances thereto will be held by direction of the Comptroller on

WEDNESDAY, AUGUST 25, 1915,

at 11 a. m., in lots and parcels, and in manner and form, and at upset prices as follows:

PARCEL NO. 5: Two-story frame brick basement house on the south side of Rhinelander Avenue at Victor Street, with sheds in rear. Upset price, $100.00.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11:00 a. m. on the 25th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened August 25, 1915," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 2, 1915. a9,25

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of Queens, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street opening purposes in the

Borough of Queens.

BEING the buildings, parts of buildings, etc., standing within the lines of Lafayette Street from Myrtle Avenue to Cooper Avenue, in the Borough of Queens, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund adopted at a meeting held July 30th, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above described buildings and appurtenances thereto will be held by direction of the Comptroller on

TUESDAY, AUGUST 24, 1915,

at 11:00 a. m., in lots and parcels, and in manner and form, and at upset prices as follows:

PARCEL NO. 23: Part of two-story frame building No. 2522 Myrtle Avenue, with one-story extension, frame barn and part of outhouse. Cut building 7.76 feet on front by 13.59 feet on rear. Upset price, $10.00.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11:00 a. m. on the 24th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened August 24, 1915," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 2, 1915. a6,23

CORPORATION SALE OF BUILDINGS AND APPURTENANCES THERETO ON CITY REAL ESTATE BY SEALED BIDS.

AT THE REQUEST OF THE PRESIDENT of the Borough of The Bronx, public notice is hereby given that the Commissioners of the Sinking Fund, by virtue of the powers vested in them by law, will offer for sale by sealed bids certain encroachments standing upon property owned by The City of New York, acquired by it for street purposes, in the

Borough of The Bronx.

BEING the buildings, parts of buildings, etc., standing within the lines of Chatterton Avenue from Olmstead Avenue to Castle Hill Avenue, in the Borough of The Bronx, which are more particularly described on a certain map on file in the office of the Collector of City Revenue, Department of Finance, Room 368, Municipal Building, Borough of Manhattan.

PURSUANT to a resolution of the Commissioners of the Sinking Fund, adopted at a meeting held July 30th, 1915, the sale by sealed bids at the upset or minimum prices named in the description of each parcel of the above buildings and appurtenances thereto will be held by direction of the Comptroller on

FRIDAY, AUGUST 20, 1915,

at 11 A. M., in lots and parcels and in manner and form and at upset prices as follows:

PARCEL NO. 229: Part of the three-story frame building on the southwest corner of Chatterton Avenue and Castle Hill Avenue. Cut 4.5 feet on front by 3.3 feet on rear of stone oven. Upset price, $500.00.

Sealed bids (blank forms of which may be obtained upon application) will be received by the Comptroller at the office of the Collector of City Revenue, Room 368, Municipal Building, Borough of Manhattan, until 11:00 a. m. on the 20th day of August, and then publicly opened for the sale for removal of the above-described buildings and appurtenances thereto, and the award will be made to the highest bidder within twenty-four hours, or as soon as possible thereafter.

Each parcel must be bid for separately and will be sold in its entirety, as described in above advertisement.

Each and every bid must be accompanied by a deposit of cash or certified check in a sum equal to 25 per cent. of the amount of the bid, except that a minimum deposit of $50 will be required with all bids, and that a deposit of $500 will be sufficient to entitle bidders to bid on any or all of the buildings.

Deposits of unsuccessful bidders will be returned within twenty-four hours after successful bidders have paid purchase price in full and given security, and those of successful bidders may be declared forfeited to The City of New York by the Comptroller upon the failure of the successful bidder to further comply with the requirements of the terms and conditions of the sale as set forth hereinafter.

Successful bidders will be required to pay the purchase money and deposit the required security within twenty-four hours of the receipt of notification of the acceptance of their bids.

The Comptroller reserves the right to reject any and all bids and to waive any defects or informalities in any bid should it be deemed in the interest of The City of New York to do so.

All bids must state clearly (1) the number or description of the building or buildings bid for, (2) the amount of the bid, (3) the full name and address of the bidder.

All bids must be inclosed in properly sealed envelopes, marked "Proposals to be opened August 20, 1915," and must be delivered, or mailed in time for their delivery, prior to 11 a. m. of that date to the "Collector of City Revenue, Room 368, Municipal Building, New York City," from whom any further particulars regarding the buildings to be disposed of may be obtained.

THE BUILDINGS WILL BE SOLD FOR IMMEDIATE REMOVAL ONLY, SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE OF THIS ISSUE OF THE "CITY RECORD."

WM. A. PRENDERGAST, Comptroller.

City of New York, Department of Finance, Comptroller's Office, August 2, 1915. a4,20

BOROUGH OF QUEENS.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Queens at the office, third floor, Borough Hall, 5th Street and Jackson Avenue, Long Island City, Borough of Queens, until 11:00 A. M. on

THURSDAY, AUGUST 19, 1915,

NO. 1: FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN ATLANTIC AVENUE FROM MAURE AVENUE TO SPRUCE STREET, AND IN SOUTH SIDE OF ATLANTIC AVENUE FROM SPRUCE STREET TO BIRCH STREET, FOURTH WARD.

The Engineer's estimate of the quantities is as follows:

1,270 Lin. Ft. 7' 0" Reinforced concrete sewer.
877 Lin. Ft. 4' 0" Concrete sewer.
12 Manholes.
1 Cleaning shaft.
1 Junction chamber, Maure and Atlantic Avenues, including manhole, complete.
44 Six-inch spurs, 24 inches long, on concrete sewers.
42 Lin. Ft. 6-inch house connection drains.
132,000 Feet B. M. Timber for sheeting and bracing.
25 Cubic Yards Class A Concrete, not shown on plan.
2,000 Lbs. steel reinforcement, not shown on plan.
200 Lin. Ft. risers for house connection drains, including Y's.
24 Lin. Ft. 12-inch Vitrified pipe sewer.

The time allowed for the completion of the above work will be one hundred and forty (140) working days.

The amount of security required will be Twenty-four Thousand ($24,000.00) Dollars.

NO. 2: FOR THE CONSTRUCTION OF INLET BASINS AT THE FOOT OF WEBSTER AVENUE, ON BOTH NORTHERLY AND SOUTHERLY SIDES, FIRST WARD OF THE BOROUGH OF QUEENS, IN ACCORDANCE WITH SECTION 435 OF THE GREATER NEW YORK CHARTER.

The Engineer's estimate of the quantities is as follows:

2 Park inlet basins, complete.
26 Lin. Ft. 8-inch Vitrified salt-glazed pipe for basin connections.

The time allowed for the completion of the above work is seven (7) working days.

The amount of security required will be Sixty ($60.00) Dollars.

NO. 3: FOR REGULATING AND REPAVING WITH IMPROVED GRANITE BLOCKS ON A CONCRETE FOUNDATION, TOGETHER WITH ALL WORK INCIDENTAL THERETO, IN GRAND STREET FROM THE MAIN LINE OF THE L. I. R. R. TO HOFFMAN BOULEVARD, SECOND WARD.

The time allowed for doing and completing the above work will be Sixty (60) Working Days.

The amount of security required will be Fifteen Thousand (15,000) Dollars.

The Engineer's estimate of the quantities is as follows:

4,200 Lin. Ft. New Bluestone Curb.
1,210 Cu. Yds. Concrete in place, outside of the R. R. franchise area.
7,300 Sq. Yds. Improved Granite Block Pavement (laid outside of R. R. franchise area, including sand bed and bituminous grouted joints, and one (1) year's maintenance).
900 Sq. Yds. Improved Granite Block Pavement (laid within R. R. franchise area, including sand bed and bituminous grouted joints, and no maintenance).
120 Cu. Yds. Concrete in place, within the railroad franchise area.

The bidder must state the price of each item or article contained in the specification or schedule herein contained or hereafter annexed, per square yard, linear foot or other unit of measure, by which the bids will be tested. Bids will be compared and the contract awarded at a lump or aggregate sum. Blank forms may be obtained and the plans or drawings may be seen at the office of the President of the Borough of Queens.

Dated, August 7th, 1915.

a9,19 MAURICE E. CONNOLLY, President.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Queens at third floor, Borough Hall, 5th Street and Jackson Avenue, Long Island City, Borough of Queens, until 11.00 A. M. on

TUESDAY, AUGUST 17, 1915,

NO. 1: FOR THE CONSTRUCTION OF A DRY WEATHER FLOW SEWER AND APPURTENANCES IN MASPETH AVENUE FROM NEWTOWN CREEK TO RUST STREET, AND IN RUST STREET FROM MASPETH AVENUE TO CLARK AVENUE. FOR THE CONSTRUCTION OF A STORM WATER SEWER AND APPURTENANCES FROM RUST STREET TO CREEK STREET, IN THE EASEMENT TO BE ACQUIRED BY THE CITY OF NEW YORK, AND A COMBINED SEWER IN CLARK AVENUE FROM RUST STREET TO PERRY AVENUE, SECOND WARD, BOROUGH OF QUEENS.

The Engineer's estimate of the quantities is as follows:

193 Lin. Ft. 8' 0" x 7' 0" Double barrel reinforced concrete sewer, including foundation piling under Railroad bridge over Maspeth Creek, within limits indicated on Sheet No. 2 of plans.
154 Lin. Ft. 24-inch Cast iron pipe drain, including reinforced concrete cradle, including foundation piling under Railroad bridge over Maspeth Creek, within limits indicated on Sheet No. 2 of plans.
103 Lin. Ft. 24-inch Vitrified salt-glazed pipe drain, including reinforced concrete cradle.
1,150 Lin. Ft. 3' 9" Reinforced concrete sewer, including spurs and underpinning and piling under the Long Island Railroad tracks in Maspeth Avenue.
1,040 Lin. Ft. 4' 0" Reinforced concrete sewer, including spurs.
1,040 Lin. Ft. 4' 9" Reinforced concrete sewer, including spurs.
218 Lin. Ft. 5' 0" Reinforced concrete sewer, including spurs.
30 Manholes, complete.
1 Breast wall and concrete apron on 24" pipe drain, complete.
1 Junction chamber at Rust Street and Clark Avenue, as shown on plan, complete.
131 Lin. Ft. of risers for house connections, including Y's.
100,000 Ft. B. M. Timber for sheeting and bracing.
79,000 Ft. B. M. Timber for foundation, furnished and laid.
54,000 Lin. Ft. wooden piling, below caps, furnished, driven and cut off.
750 Lin. Ft. sectional steel piles, Hercules or equivalent, below caps, furnished, driven and cut off.
25,000 Pounds structural steel, including bolts, nuts, washers, spikes, etc., furnished and placed.
24 Lin. Ft. 10-inch cast iron pipe (57 pounds per Lin. Ft.), furnished and laid.
4,100 Lin. Ft. of fence, as shown on plan, furnished and placed.
110 Cu. Yds. rip-rap, as shown on plan, furnished and placed.
11,000 Cu. Yds. fill for sewer embankment.
50 Cubic yards mud, excavated and removed.
200 Cu. Yds. Class A Concrete, not shown on plan.
3,000 Pounds reinforcing steel, not shown on plan.

The time allowed for completing the above work will be three hundred (300) working days.

The amount of security required will be Sixty-three Thousand ($63,000.00) Dollars.

NO. 2: FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN RUST STREET FROM CLARK AVENUE TO GRAND STREET, AND IN GRAND STREET FROM RUST STREET TO CLERMONT AVENUE, SECOND WARD, BOROUGH OF QUEENS.

The Engineer's estimate of the quantities is as follows:

1,931 Lin. Ft. 7' 6" x 7' 0" Reinforced concrete sewer.
238 Lin. Ft. 3' 6" Circular concrete sewer.
643 Lin. Ft. 3' 0" Circular concrete sewer.
107 Lin. Ft. 18-inch Vitrified salt-glazed pipe sewer.
24 Lin. Ft. 15-inch Vitrified salt-glazed pipe sewer.
1,083 Lin. Ft. 12-inch Vitrified salt-glazed pipe sewer.
28 Manholes, complete.
1 Cleaning shaft, complete.
1 Junction chamber at Charles St. and Rust St., complete.
1 Junction chamber at Grand St. and Rust St., complete.
9 Single receiving basins, complete.
1 Double receiving basin, complete.
390 Lin. Ft. 12-inch Vitrified salt-glazed pipe for basin connections.
20 Lin. Ft. 10-inch Vitrified salt-glazed pipe for basin connections.
3 Relief drains on L. I. R. R. drains, complete.
16,400 Lin. Ft. wooden piles, below caps, furnished, driven and cut off.
4,750 Lin. Ft. reinforced concrete piles, below caps, furnished and driven.
104,000 Feet B. M. Timber for sheeting and bracing.
55,000 Feet B. M. Timber for foundation, furnished and laid.
7,500 Pounds structural steel, including bolts, nuts, washers, etc., furnished and placed.
396 Lin. Ft. 6-inch Vitrified salt-glazed pipe for house connection drains.
111 Six-inch spurs, 24 inches long, on concrete sewers.
2 Six-inch spurs on 18-inch Vitrified salt-glazed pipe sewer.
63 Six-inch spurs on 12-inch Vitrified salt-glazed pipe sewer.
1,300 Cu. Yds. excavation for sewer embankment.
400 Cu. Yds. displaced material for sewer embankment.
3,000 Pounds reinforcing steel, not shown on plan.
50 Cu. Yds. Class A Concrete, not shown on plan.
300 Lin. Ft. fence, furnished and placed.

The time allowed for completing the above work will be two hundred and twenty-five (225) working days.

The amount of security required will be Forty-three Thousand ($43,000.00) Dollars.

NO. 3: FOR THE CONSTRUCTION OF A SEWER AND APPURTENANCES IN PERRY AVENUE FROM CLARK AVENUE TO MAURICE AVENUE, AND IN MAURICE AVENUE FROM PERRY AVENUE TO HULL AVENUE, SECOND WARD OF THE BOROUGH OF QUEENS.

The Engineer's estimate of the quantities is as follows:

653 Lin. Ft. 8' 0" x 7' 0" Double barrel reinforced concrete sewer, including spurs.
963 Lin. Ft. 11' 0" x 7' 0" Reinforced concrete sewer, including spurs.
11 Manholes, complete.
1 Increasing chamber at Betts Avenue and Perry Avenue, complete.
1 Junction chamber at Maurice Avenue and Perry Avenue, complete.
1 Single receiving basin at Clark Avenue and Perry Avenue, Complete.
61,000 Lin. Ft. wooden piles, below caps, furnished, driven and cut off.
10,000 Feet B. M. Timber for sheeting and bracing.
115,000 Feet B. M. Timber for foundation, furnished and laid.
16,000 Pounds structural steel, including bolts, washers, nuts, etc., furnished and placed.
3,000 Pounds reinforcing steel, not shown on plan.
100 Cu. Yds. Class A Concrete, not shown on plan.
2,600 Cubic Yards excavation for sewer embankment.
11,000 Cubic Yards displaced material for sewer embankment.
3,000 Lin. Ft. fence, as shown on plan, furnished and placed.
60 Lin. Ft. 18-inch Nestable corrugated culvert pipe, furnished and laid.
100 Lin. Ft. 24-inch Nestable corrugated culvert pipe, furnished and laid.

The time allowed for completing the above work will be one hundred and fifty (150) working days.

The amount of security required will be Forty-eight Thousand ($48,000.00) Dollars.

The bidder must state the price of each item or article contained in the specifications or schedules herein contained or hereafter annexed, per square yard, per linear foot, or other unit of measure, by which the bids will be tested. Bids will be compared and the contract awarded at a lump or aggregate sum. Blank forms may be obtained and the plans or drawings may be seen at the Office of the President of the Borough of Queens.

Dated: July 31st, 1915.

MAURICE E. CONNOLLY, President.

j31,a17

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOROUGH OF THE BRONX.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx, at his office, Municipal Building, Crotona Park, 177th St. and 3rd Ave., until 10.30 a. m., on

FRIDAY, AUGUST 20, 1915,

NO. 1. FURNISHING AND DELIVERING 1,500 CUBIC YARDS OF ASPHALTIC WEARING SURFACE SAND.

The time allowed for the performance of the contract is on or before December 31, 1915.

The amount of the security for the performance of the contract shall be thirty (30) per cent. of the total amount for which the contract is awarded.

Blank forms of bids or estimates upon which bids must be made can be obtained upon application therefor, the specifications may be seen and other information obtained at said office.

a10,20 DOUGLAS MATHEWSON, President.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of The Bronx, at his office, Municipal Building, Crotona Park, 177th St. and 3rd Ave., until 10.30 a. m., on

TUESDAY, AUGUST 17, 1915,

NO. 1. FOR CORRECTING THE ACOUSTIC DEFECTS OF THE SUPREME COURT ROOM, THE SURROGATE'S COURT ROOM AND THE COUNTY COURT ROOM IN THE BRONX COUNTY COURT HOUSE, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The time allowed for the completion of the work will be fifty (50) consecutive working days.

The amount of security required for the performance of the contract shall be One thousand five hundred dollars ($1,500).

NO. 2. FURNISHING AND DELIVERING 350 TONS OF LIMESTONE DUST.

The time allowed for the performance of the contract is on or before December 31, 1915.

The amount of security required for the performance of the contract shall be thirty (30) per cent. of the total amount for which the contract is awarded.

Blank forms of bids or estimates upon which bids must be made can be obtained upon application therefor, the specifications may be seen and other information obtained at said office.

a6,17 DOUGLAS MATHEWSON, President.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

DEPARTMENT OF CORRECTION, FIRE DEPARTMENT, MUNICIPAL CIVIL SERVICE COMMISSION AND POLICE DEPARTMENT.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by Dept. of Correction, Fire Department, Municipal Civil Service Commission and Police Department, at Room 1230, Municipal Building, Borough of Manhattan, City of New York, until 12 o'clock noon on

MONDAY, AUGUST 23, 1915,

FOR FURNISHING AND DELIVERING FURNITURE AND FURNISHINGS, OFFICE EQUIPMENT AND MISCELLANEOUS SUPPLIES.

The time for the performance of the contract is on or before December 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

No bid will be considered unless it is accompanied by a deposit. Such deposit shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price per each, dozen, gross or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read and awards, if made, made to the lowest bidder on each item, as stated in the specifications.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at Room 1226, Municipal Building, Borough of Manhattan.

DEPT. OF CORRECTION, KATHARINE BEMENT DAVIS, Commissioner.

FIRE DEPARTMENT, ROBERT ADAMSON, Commissioner.

MUNICIPAL CIVIL SERVICE COMMISSION, HENRY MOSKOWITZ, President.

POLICE DEPARTMENT, A. WOODS, Commissioner. a12,23

☞See General Instructions to Bidders on last page, last column, of the "City Record," except for the address of the office for receiving and opening bids.

BOROUGH OF BROOKLYN.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at Room No. 2, Borough Hall, until 11 o'clock A. M., on

WEDNESDAY, AUGUST 25, 1915,

NO. 1. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN CLARA STREET, FROM 36TH STREET TO WEST STREET.

The Engineer's preliminary estimate of the quantities is as follows:

40 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.75	$70.00
1,170 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.55	1,813.50
150 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.75	112.50
11 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50.00	550.00
1,500 feet, Board Measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, Board Measure, $18.00	27.00
Total	$2,573.00

The time allowed for the completion of the work and full performance of the contract will be Sixty (60) working days.

The amount of security required will be Twelve Hundred Dollars ($1,200.00).

NO. 2. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN KENMORE PLACE, FROM AVENUE G TO A LINE 520 FEET SOUTHERLY THEREFROM.

The Engineer's preliminary estimate of the quantities is as follows:

40 linear feet of 18-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $2.50	$100.00
520 linear feet of 15-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.40	728.00
196 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.65	127.40
5 manholes, complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $40.00	200.00
1,000 feet, Board Measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, Board Measure, $18.00	18.00
12 cubic yards of extra excavation, including all incidentals and appurtenances; per cubic yard, $0.50	6.00
Total	$1,179.40

The time allowed for the completion of the work and full performance of the contract will be Thirty (30) working days.

The amount of security required will be Five Hundred Dollars ($500.00).

NO. 3. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN 54TH STREET, FROM 15TH AVENUE TO 16TH AVENUE.

The Engineer's preliminary estimate of the quantities is as follows:

645 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.50	$967.50
296 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear feet, $0.75	222.00
5 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $50.00	250.00
1 sewer basin complete, of either standard design, with iron pans or grating, iron basin hood and connecting culvert, including all incidentals and appurtenances; per basin, $135.00	135.00
2,000 feet, Board Measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, Board Measure, $18.00	36.00
Total	$1,610.50

The time allowed for the completion of the work and full performance of the contract will be Forty (40) working days.

The amount of security required will be Eight Hundred Dollars ($800.00).

NO. 4. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN EAST 26TH STREET FROM AVENUE M TO AVENUE N.

The Engineer's preliminary estimate of the quantities is as follows:

750 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.45	$1,087.50
480 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.75	360.00
7 Manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $45.00	315.00
Total	$1,762.50

The time allowed for the completion of the work and full performance of the contract will be thirty (30) working days.

The amount of security required will be Eight hundred dollars ($800.00).

NO. 5. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN DUMONT AVENUE, FROM CLEVELAND STREET TO ASHFORD STREET.

The Engineer's preliminary estimate of the quantities is as follows:

175 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.35	$236.25
92 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.65	59.80
2 manholes complete, with iron heads and covers, including all incidentals and appurtenances; per manhole, $40.00	80.00
1,500 feet, Board Measure, of sheeting and bracing, driven in place complete, including all incidentals and appurtenances; per thousand feet, Board Measure, $18.00	27.00
Total	$403.05

The time allowed for the completion of the work and full performance of the contract will be Thirty (30) working days.

The amount of security required will be Two Hundred Dollars ($200.00).

NO. 6. FOR FURNISHING ALL THE LABOR AND MATERIAL REQUIRED FOR CONSTRUCTING A SEWER IN ROCHESTER AVENUE FROM UNION STREET TO EASTERN PARKWAY.

The Engineer's preliminary estimate of the quantities is as follows:

150 linear feet of 12-inch pipe sewer, laid complete, including all incidentals and appurtenances; per linear foot, $1.60	$240.00
18 linear feet of 6-inch house connection drain, laid complete, including all incidentals and appurtenances; per linear foot, $0.80	14.40
1 Manhole complete, with iron head and cover, including all incidentals and appurtenances; per manhole, $50.00	50.00
2 cubic yards extra excavation, including all incidentals and appurtenances; per cubic yard, $0.50	1.00
Total	$305.40

The time allowed for the completion of the work and full performance of the contract will be Fifteen (15) working days.

The amount of security required will be One hundred and fifty dollars ($150.00).

The foregoing Engineer's preliminary estimates of the total cost for the completed work are to be taken as the 100 per cent. basis and test for bidding. Proposals shall each state a single percentage of such 100 per cent. (such as 95 per cent., 100 per cent. or 105 per cent.) for which all materials and work called for in the proposed contract and the notices to bidders are to be furnished to the City. Such percentage as bid for this contract shall apply to all unit items specified in the Engineer's preliminary estimate to an amount necessary to complete the work described in the contract.

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Sewers, 215 Montague st., Borough of Brooklyn.

a13,25 L. H. POUNDS, President.

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the President of Borough of Brooklyn at Room No. 2, Borough Hall, until 11 o'clock A. M., on

WEDNESDAY, AUGUST 18, 1915,

NO. 1. FOR REGULATING, GRADING, CURBING AND LAYING SIDEWALKS ON KENMORE PLACE FROM AVENUE G TO A LINE 520 FEET SOUTHERLY THEREFROM.

The Engineer's Estimate is as follows:

30 cu. yds. excavation.
230 cu. yds. fill to be furnished.
1,080 lin. ft. steel bound cement curb (1 year maintenance).
2,790 sq. ft. cement sidewalks (1 year maintenance).
2,790 sq. ft. 6-inch cinder or gravel sidewalk foundation.

Time allowed, 25 working days. Security required, $400.

NO. 2. FOR REGULATING AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A SIX-INCH CONCRETE FOUNDATION THE ROADWAY OF KINGS HIGHWAY FROM CONEY ISLAND AVENUE TO EAST 16TH STREET.

The Engineer's Estimate is as follows:

1,745 cu. yds. excavation to subgrade.
300 lin. ft. bluestone heading stones set in concrete.
1,165 cu. yds. concrete.
6,975 sq. yds. asphalt pavement (5 years maintenance).

Time allowed, 30 working days. Security required, $3,600.

NO. 3. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A FIVE-INCH CONCRETE FOUNDATION THE ROADWAY OF LINCOLN PLACE FROM HOWARD AVENUE TO EAST NEW YORK AVENUE.

The Engineer's Estimate is as follows:

200 cu. yds. excavation to subgrade.
125 cu. yds. concrete.
895 sq. yds. asphalt pavement (5 years maintenance).

Time allowed, 20 working days. Security required, $600.

NO. 4. FOR REGULATING, GRADING, CURBING, LAYING SIDEWALKS AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A SIX-INCH CONCRETE FOUNDATION THE ROADWAY OF SACKMAN STREET FROM LIVONIA AVENUE TO RIVERDALE AVENUE.

The Engineer's Estimate is as follows:

740 cu. yds. excavation.
50 cu. yds. fill (not to be bid for).
10 lin. ft. old curbstone, reset in concrete.
920 lin. ft. steel bound cement curb (1 year maintenance).
3,590 sq. ft. cement sidewalks (1 year maintenance).
3,590 sq. ft. six-inch cinder or gravel sidewalk foundation.
286 cu. yds. concrete.
1,716 sq. yds. asphalt pavement (5 years maintenance).

Time allowed, 30 working days. Security required, $1,200.

NO. 5. FOR REGULATING, CURBING, LAYING SIDEWALKS AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A SIX-INCH CONCRETE FOUNDATION THE ROADWAY OF UNION STREET FROM UTICA AVENUE TO SCHENECTADY AVENUE.

The Engineer's Estimate is as follows:

650 cu. yds. excavation to subgrade.
40 lin. ft. bluestone heading stones set in concrete.
550 lin. ft. cement curb (1 year maintenance).
2,750 sq. ft. cement sidewalks (1 year maintenance).
2,750 sq. ft. six-inch cinder or gravel sidewalk foundation.
405 cu. yds. concrete.
2,435 sq. yds. asphalt pavement (5 years maintenance).

Time allowed, 30 working days. Security required, $1,400.

NO. 6. FOR REGULATING AND PAVING WITH PERMANENT ASPHALT PAVEMENT ON A SIX-INCH CONCRETE FOUNDATION THE ROADWAY OF WEST FIFTEENTH STREET FROM NEPTUNE AVENUE TO CANAL AVENUE.

The Engineer's Estimate is as follows:

565 cu. yds. excavation to subgrade.
35 lin. ft. bluestone heading stones set in concrete.
375 cu. yds. concrete.
2,255 sq. yds. asphalt pavement (5 years maintenance).

Time allowed, 30 working days. Security required, $1,200.

NO. 7. FOR REGULATING AND PAVING WITH PRELIMINARY ASPHALT PAVEMENT ON A FIVE-INCH CONCRETE FOUNDATION THE ROADWAY OF SIXTY-SIXTH STREET FROM 5TH AVENUE TO 7TH AVENUE.

The Engineer's Estimate is as follows:

1,175 cu. yds. excavation to subgrade.
125 lin. ft. bluestone heading stones set in concrete.
735 cu. yds. concrete.
5,280 sq. yds. asphalt pavement (5 years maintenance).

Time allowed, 30 working days. Security required, $2,600.

NO. 8. FOR CURBING AND PAVING WITH PERMANENT PAVEMENTS OF ASPHALT AND GRADE 1 GRANITE ON A SIX-INCH CONCRETE FOUNDATION THE ROADWAY OF EIGHTY-THIRD STREET FROM 7TH AVENUE TO 12TH AVENUE.

The blocks used on this contract shall be new Granite Blocks.

The Engineer's Estimate is as follows:

1,670 cu. yds. excavation to subgrade.
3,290 lin. ft. old curbstone reset in concrete.
580 lin. ft. new curbstone set in concrete.
80 lin. ft. bluestone heading stones set in concrete.
1,065 cu. yds. concrete.
5,785 sq. yds. asphalt pavement (5 years maintenance).
665 sq. yds. Grade 1 granite pavement with joint filler of coal tar pitch and sand (no maintenance).

Time allowed, 35 working days. Security required, $4,800.

The bidder will state the price of each item or article contained in the specifications or schedules herein contained or hereto annexed, per lin. ft., sq. ft., sq. yd., cu. yd., yard or other unit of measure, by which the bids will be tested. *The bids will be compared and the contract awarded at a lump or aggregate sum for each contract.*

Blank forms and further information may be obtained and the plans and drawings may be seen at the office of the Bureau of Highways, the Borough of Brooklyn, Room 502, No. 50 Court Street, Brooklyn.

L. H. POUNDS, President.

Dated, August 2, 1915. a6,18

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD OF WATER SUPPLY.

Proposals.

SEALED BIDS WILL BE RECEIVED BY the Board of Water Supply, at its offices, twenty-second floor, Municipal Building, Park Row, Centre and Chambers Streets, New York City, until 11 a. m., on

TUESDAY, AUGUST 31, 1915,

for

CONTRACT 154.

FOR FURNISHING AND ERECTING WATER-PIPE EQUIPMENT FOR OPERATING VALVES IN THE SHAFTS OF THE CITY TUNNEL OF THE CATSKILL AQUEDUCT, IN NEW YORK CITY. THE EQUIPMENT CONSISTS OF IRON, COPPER AND BRASS PIPE, PUMPS, VALVES AND FITTINGS.

A statement of the work required and further information are given in the Information for Bidders, forming part of the contract. At the above place and time the bids will be publicly opened and read. The award of the contract, if awarded, will be made by the Board as soon thereafter as practicable. The Board reserves the right to reject any and all bids.

A bond in the sum of seven thousand dollars ($7,000) will be required for the faithful performance of the contract.

No bid will be received and deposited unless accompanied by a certified check upon a National or State Bank, drawn to the order of the Comptroller of The City of New York, to the amount of five hundred dollars ($500).

Time allowed for the completion of the work is four months from the service of notice by the Board to begin work.

Pamphlets containing information for bidders, forms of proposal, contract, specifications, contract drawings, etc., can be obtained at the above address at the office of the Secretary, upon application in person or by mail, by depositing the sum of ten dollars ($10) in cash or its equivalent for each pamphlet. This deposit will be refunded upon the return of the pamphlets in acceptable condition within thirty days from the date on which bids are to be opened.

For further particulars apply to the office of the Principal Assistant Engineer, at the above address.

CHARLES STRAUSS, President; CHARLES N. CHADWICK, JOHN F. GALVIN, Commissioners of the Board of Water Supply.

RALPH T. STANTON, Assistant Secretary.

a13,31

NOTE—SEE GENERAL INSTRUCTIONS TO BIDDERS ON LAST PAGE, LAST COLUMN OF THE CITY RECORD, SO FAR AS APPLICABLE HERETO AND NOT OTHERWISE PROVIDED FOR.

POLICE DEPARTMENT.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Police Commissioner at the Bookkeeper's Office, Headquarters of the Police Department, 240 Centre st., until 10 o'clock a. m., on

WEDNESDAY, AUGUST 25, 1915,

FOR FURNISHING, DELIVERING AND ERECTING, COMPLETE IN EVERY DETAIL, ONE AUTOMATIC JOB CYLINDER PRESS.

The time allowed for the performance of the contract is thirty (30) calendar days.

The amount of security for the performance of the contract shall be thirty (30) per cent. of the total amount for which the contract is awarded.

The bidder will state the price for which he will do all the work and provide, furnish and deliver all the labor and materials mentioned and described in said contract and specifications.

The bids will be compared and award made to the lowest bidder.

No bid will be considered unless it is accompanied by a deposit, which shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

For particulars as to the nature and extent of the work required or of the materials to be furnished, bidders are referred to the specifications and to the plans on file in the office of the Bureau of Repairs and Supplies, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan.

Bidders are requested to make their bids or estimate upon the blank form prepared by the Commissioner, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Commissioner, and any further information can be obtained at the office of the Bureau of Repairs and Supplies, Headquarters of the Police Department, 240 Centre st., Borough of Manhattan.

A. WOODS, Police Commissioner.

The City of New York, August 12th, 1915.

a13,25

☞See General Instructions to Bidders on last page, last column, of the "City Record."

Owners Wanted for Unclaimed Property.

OWNERS WANTED BY THE PROPERTY Clerk of the Police Department of The City of New York, No. 240 Centre st., for the following property now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.

ARTHUR WOODS. Police Commissioner.

OWNERS WANTED BY THE PROPERTY Clerk of the Police Department of The City of New York—Office, No. 72 Poplar st., Borough of Brooklyn—for the following property, now in custody, without claimants: Boats, rope, iron, lead, male and female clothing, boots, shoes, wine, blankets, diamonds, canned goods, liquors, etc.; also small amount of money taken from prisoners and found by Patrolmen of this Department.

ARTHUR WOODS. Police Commissioner.

DEPARTMENT OF PARKS.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the office of the Department of Parks, Municipal Building, Manhattan, until 3 o'clock P. M. on

THURSDAY, AUGUST 19, 1915,

Borough of The Bronx.

NO. 1. FOR FURNISHING AND DELIVERING 75,000 GALLONS OF *REFINED COAL TAR.*

The time allowed for the completion of the contract is ninety (90) calendar days.

The amount of security required is thirty (30) per cent. of total amount of contract.

The bids will be compared and the contract awarded at a lump or aggregate sum.

NO. 2. FOR FURNISHING AND DELIVERING 75,000 GALLONS OF *TAR ROAD OIL.*

The time allowed for the completion of the contract is ninety (90) calendar days.

The amount of security required is thirty (30) per cent. of total amount of contract.

The bids will be compared and the contract awarded at a lump or aggregate sum.

NO. 3. FOR FURNISHING AND DELIVERING 5,500 CUBIC YARDS OF *TRAP ROCK SCREENINGS*.

The time allowed for the completion of the contract is ninety (90) calendar days.

The amount of security required is thirty (30) per cent. of total amount of contract.

The bids will be compared and the contract awarded at a lump or aggregate sum.

NO. 4. FOR FURNISHING AND DELIVERING 3,000 CUBIC YARDS OF *GRITS*.

The time allowed for the completion of the contract is ninety (90) calendar days.

The amount of security required is thirty (30) per cent. of total amount of contract.

The bids will be compared and the contract awarded at a lump or aggregate sum.

Blank forms and other information may be obtained at the office of the Department of Parks, Zbrowski Mansion, Claremont Park, Borough of The Bronx.

CABOT WARD, President; THOS. W. WHITTLE, RAYMOND V. INGERSOLL, JOHN E. WEIER, Park Commissioners. a9,19

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the office of the Department of Parks, Municipal Building, Manhattan, until 3 o'clock p. m., on

THURSDAY, AUGUST 19, 1915,
Borough of Manhattan.

FOR ALL LABOR AND MATERIALS REQUIRED FOR THE FURNISHING AND ERECTING A WROUGHT IRON FENCE AND SETTING OF ARTIFICIAL GRANITE GATE POSTS AROUND MORNINGSIDE PARK.

The amount of security required is Seven Thousand Dollars ($7,000).

The time allowed to complete the work will be one hundred and fifty (150) consecutive working days.

Certified check or cash in the sum of three hundred fifty dollars ($350) must accompany bid.

Blank forms and other information may be obtained at the office of the Department of Parks, Borough of Manhattan, Room 1004, Municipal Building, Chambers and Centre Streets.

The bids will be compared and the contract awarded at a lump or aggregate sum.

CABOT WARD, President; RAYMOND V. INGERSOLL, THOMAS W. WHITTLE, JOHN E. WEIER, Commissioners of Parks. a7,19

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the Park Board at the office of the Department of Parks, Municipal Building, Manhattan, until 3 o'clock p. m. on

THURSDAY, AUGUST 19, 1915,
Borough of Brooklyn.

NO. 1. FOR FURNISHING AND PLACING TEN THOUSAND (10,000) TONS OF RIP RAP ALONG THE SHORE ROAD, BETWEEN LATTING PLACE AND FORT HAMILTON, BOROUGH OF BROOKLYN.

The amount of security required is Two thousand Dollars ($2,000).

The time allowed to complete the work will be ninety (90) consecutive working days.

Certified check or cash in the sum of One hundred Dollars ($100) must accompany bid.

NO. 2. FOR ALL LABOR AND MATERIALS REQUIRED FOR THE ERECTION AND COMPLETION OF PLUMBING WORK IN NEW ZOO BUILDING, PROSPECT PARK, BOROUGH OF BROOKLYN, TOGETHER WITH ALL THE WORK INCIDENTAL THERETO.

The amount of security required is Five hundred Dollars ($500).

The time allowed to complete the work will be twenty-five (25) consecutive working days.

Certified check or cash in the sum of Twenty-five Dollars ($25) must accompany bid.

NO. 3. FOR ALL LABOR AND MATERIALS REQUIRED FOR THE ERECTION AND COMPLETION OF HOT WATER HEATING INSTALLATION IN NEW ZOO BUILDING, PROSPECT PARK, BOROUGH OF BROOKLYN, TOGETHER WITH ALL THE WORK INCIDENTAL THERETO.

The amount of security required is Seven hundred Dollars ($700).

The time allowed to complete the work will be forty (40) consecutive working days.

Certified check or cash in the sum of Thirty-five Dollars ($35) must accompany bid.

Blank forms and other information may be obtained at the office of the Department of Parks, Borough of Brooklyn, Litchfield Mansion, Prospect Park West and 5th Street, Prospect Park, Brooklyn.

The bids will be compared and the contracts awarded at a lump or aggregate sum.

CABOT WARD, President; RAYMOND V. INGERSOLL, THOMAS W. WHITTLE, JOHN E. WEIER, Commissioners of Parks. a7,19

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD MEETINGS.

Board of Aldermen.

The Board of Aldermen meets in the Aldermanic Chamber, City Hall, every Tuesday, at 1.30 o'clock p. m.

P. J. SCULLY, City Clerk and Clerk to the Board of Aldermen.

Board of Estimate and Apportionment.

The Board of Estimate and Apportionment will meet in Room 16, City Hall, at 10 o'clock A. M. on Thursday, July 1, 1915; Thursday, July 29, 1915; Thursday, August 26, 1915, and Friday, September 17, 1915, upon which latter date the Board will resume its regular meetings on Friday of each week. JOSEPH HAAG, Secretary.

Commissioners of Sinking Fund.

The Commissioners of the Sinking Fund meet in the Meeting Room (Room 16), City Hall, on Wednesday, at 11 a. m., at call of the Mayor.

JOHN KORB, JR., Secretary.

Board of Revision of Assessments.

The Board of Revision of Assessments meets in the Meeting Room (Room 16), City Hall, every Thursday, at 10.30 a. m., upon notice of the Chief Clerk. JOHN KORB, JR., Secretary.

Board of City Record.

The Board of City Record meets in the City Hall at call of the Mayor.

DAVID FERGUSON, Supervisor, Secretary.

MUNICIPAL CIVIL SERVICE COMMISSION.

Proposed Amendments to Classifications.

PUBLIC NOTICE IS HEREBY GIVEN OF the following proposed amendments to the Civil Service classification:

1. By striking from the Exempt Class, under the heading, "Police Department," the line, Stenographer to the Commissioner, and substituting therefor the following:

2 Stenographers to the Commissioner.

2. By striking from the Non-Competitive Class, under the heading, "Positions in the Department of Health at compensations not exceeding the amounts set forth below," and under the sub-heading, "Hospitals for Contagious Diseases in New York City," the following:

Attending Physician at Tuberculosis Clinics, $600 per annum, without Maintenance.

PUBLIC HEARINGS WILL BE ALLOWED, in accordance with Rule III, at the Commission's offices in the Municipal Building, Room 1443, at the request of any interested persons, on

WEDNESDAY, AUGUST 18, 1915,

beginning at 10.30 A. M.

a16,18 ROBERT W. BELCHER, Secretary.

Public Hearing.

PUBLIC NOTICE IS HEREBY GIVEN THAT a public hearing will be allowed at the office of the Municipal Civil Service Commission in the Municipal Building (Room 1443), on

WEDNESDAY, AUGUST 18, 1915,

at 10.30 A. M., in connection with the application of the Board of City Magistrates that the requirement of competition be suspended in the case of Edward Schoen and his appointment as Interpreter in the City Magistrates' Court in the Lithuanian, Yiddish, Polish, Russian, Slavic and German languages, with salary at the rate of $1,200 per annum, approved under Rule XII, clause 5 of the Civil Service Rules.

a16,18 ROB'T W. BELCHER, Secretary.

Notices of Examinations.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received by the Municipal Civil Service Commission, Municipal Building, Manhattan, New York City, from

WEDNESDAY, AUGUST 11, 1915. TO WEDNESDAY, AUGUST 25, 1915.

for the position of

PATHOLOGIST-BACTERIOLOGIST.

No applications delivered at the office of the Commission, by mail or otherwise, after 4 P. M., WEDNESDAY, AUGUST 25, 1915, will be accepted. Application blanks will be mailed upon request, provided a self-addressed stamped envelope or sufficient postage is enclosed to cover the mailing. The Commission will not guarantee the delivery of the same. Postage on applications forwarded by mail must be fully prepaid.

Applicants must be citizens of the United States and residents of the State of New York.

The subjects and weights of the examination are: Technical, 6; 75% required. Experience, 4; 70% required.

Candidates failing to qualify in any part of the examination will not be summoned for the ensuing tests.

A physical qualifying examination will be given.

Applications for this examination are to be filed on a special blank, Form C, with insert. Experience blanks will be issued with the applications and must be filed with the Commission at the time of filing applications.

Candidates must be licensed to practice medicine in the State of New York, and must have had at least one year's work in an official capacity in a Pathological Laboratory, or its equivalent.

Minimum age, 21 years.

The requirement of paragraph 12 of Rule VII, that no person who has entered any examination for appointment to a competitive position and failed, or who has withdrawn from an examination, shall be admitted within nine months from the date of such examination to a new examination for the same position, is waived for this examination.

There is one vacancy at the Kings County Hospital, Department of Public Charities; salary, $1,320 with maintenance, or $1,500 per annum without maintenance.

a11,25 R. W. BELCHER, Secretary.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received by the Municipal Civil Service Commission, Municipal Building, Manhattan, from

TUESDAY, AUGUSUT 10, 1915, TO TUESDAY, AUGUST 24, 1915,

for the position of

ALIENIST, GRADES 2 AND 3.

No application delivered at the office of the Commission, by mail or otherwise, after 4 P. M. TUESDAY, AUGUST 24, 1915, will be accepted. Applications will be mailed upon request, provided a self-addressed, stamped envelope or proper postage is enclosed to cover the mailing, but the Commission will not guarantee the delivery of the same. Applications forwarded by mail, upon which full postage is not fully prepaid, will not be accepted.

Applicants must be citizens of the United States and residents of the State of New York.

The subjects and weights of the examination are: Experience, 5; 70% required; Technical, 5; 75% required.

A physical qualifying examination will be given.

Candidates will not be assembled for the written examination.

Applications for this examination must be filed on a special blank, Form C. Experience blanks will be issued with the applications and must be filed with the Commission at the time of filing applications.

Candidates must be qualified examiners in lunacy of the State of New York. Candidates must have had experience in the care and treatment of the insane.

The requirement of paragraph 12 of Rule VII, that no person who has entered any examination for appointment to a competitive position and failed, or who has withdrawn from an examination, shall be admitted within nine months from the date of such examination to a new examination for the same position, is waived for this examination.

There are two vacancies in the Department of Public Charities at $1,320 and $1,800 per annum with maintenance. Residence at the institution will be required. Minimum age, 25 years.

a10,24 ROBERT W. BELCHER, Secretary.

PUBLIC NOTICE IS HEREBY GIVEN THAT applications will be received by the Municipal Civil Service Commission, Municipal Building, Manhattan, New York City, from

WEDNESDAY, AUGUST 4, 1915, TO WEDNESDAY, AUGUST 18, 1915,

for the position of

TYPEWRITING COPYIST, GRADE 2, FEMALE.

No applications delivered at the office of the Commission, by mail or otherwise, after 4 P. M. WEDNESDAY, AUGUST 18, 1915, will be accepted. Application blanks will be mailed upon request provided a self-addressed stamped envelope or sufficient postage is enclosed to cover the mailing. The Commission will not guarantee the delivery of the same. *Applications forwarded by mail upon which full postage is not prepaid will not be accepted.*

Applicants must be citizens of the United States and residents of the State of New York.

The subjects and weights of the examination are: Speed Test, 6; 70% required; Tabulation, 3; Arithmetic, 1. 70% general average required.

The speed test will consist of the copying of a mimeographed passage on the typewriting machine, and both the correctness and the rapidity of the candidate will be considered in this test. In rating the correctness of the exercise the exactness, form, neatness, freedom from interlineation and alterations, etc., will be considered. In the exercise in tabulation the candidates will be required to present in typewritten tabular form narrative matter given to them for this purpose. Both the neatness and the excellence of the work in this exercise will be considered, but no credit will be given for the rapidity with which this exercise is performed.

Candidates must furnish their own typewriting machines, pens and ink. The Commission will not, at any time or in any way, be responsible for machines, nor will any allowance be made where they are missing, late in arriving, defective or out of order on the day of the examination.

The minimum age is seventeen years. Vacancies occur constantly. The salary is from $600 to, but not including, $1,200 per annum. The usual salary to start is $600 per annum.

A physical qualifying examination will precede the mental examination. The dates of the physical and mental examinations will be announced later.

a4,18 ROBERT W. BELCHER, Secretary.

DEPARTMENT OF PUBLIC CHARITIES.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities, Tenth Floor, Municipal Building, Borough of Manhattan, until 10.30 o'clock a. m., on

FRIDAY, AUGUST 27, 1915,

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION OF LIGHTNING RODS IN CERTAIN BUILDINGS ON RANDALL'S ISLAND AND IN THE NEW YORK CITY FARM COLONY, BOROUGH OF RICHMOND.

The time allowed for doing and completing the entire work and the full performance of the contract is sixty (60) consecutive working days.

The surety required will be Three Thousand Dollars ($3,000).

A deposit of five (5) per cent. of the amount of security required in cash or certified check must accompany each bid.

The bidder will state one aggregate price for the whole work described and specified, as the contract is entire for a complete job.

Blank forms and further information may be obtained at the office of H. F. J. Porter and A. L. A. Himmelwright, Consulting Engineers, 46 West 24th Street, The City of New York, where plans and specifications may be seen.

JOHN A. KINGSBURY, Commissioner.

Dated August 17, 1915. a17,27

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities, Tenth Floor, Municipal Building, Borough of Manhattan, until 10.30 o'clock a. m., on

MONDAY, AUGUST 23, 1915.

FOR FURNISHING AND DELIVERING ONE INTERRUPTERLESS X-RAY GENERATOR.

The time for the performance of the contract is up to and including September 1, 1915.

No bond will be required with the bid, as heretofore.

No bid will be considered unless it is accompanied by a deposit, which shall be in an amount not less than one and one-half (1½) per cent. of the total amount of the bid.

The bidder will state the price per piece or other designated unit, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the total and awards made to the lowest bidder on each line or item, as stated in the specifications.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Blank forms and further information may be obtained at the office of the Contract Clerk of the Department, Tenth Floor, Municipal Building, Borough of Manhattan.

JOHN A. KINGSBURY, Commissioner.

Dated August 11, 1915. a11,23

☞See General Instructions to Bidders on last page, last column, of the "City Record."

SEALED BIDS OR ESTIMATES WILL BE received by the Department of Public Charities, Tenth Floor, Municipal Building, Borough of Manhattan, until 10.30 o'clock a. m., on

THURSDAY, AUGUST 19, 1915,

FOR FURNISHING ALL THE LABOR AND MATERIALS REQUIRED FOR THE ERECTION, COMPLETION AND INSTALLATION OF ONE NEW MANGLE IN THE LAUNDRY BUILDING OF THE METROPOLITAN HOSPITAL, BLACKWELL'S ISLAND, THE CITY OF NEW YORK.

The time allowed for the completion of the work and full performance of the contract is twenty (20) consecutive working days.

The security required will be Fourteen Hundred Dollars ($1,400).

Certified check or cash in the sum of Seventy Dollars ($70) must accompany bid.

The bidder will state one aggregate price for the whole work described and specified, as the contract is entire for a complete job.

Blank forms and further information may be obtained at the office of the Contract Clerk of the Department, Tenth Floor, Municipal Building, The City of New York, where plans and specifications may be seen.

JOHN A. KINGSBURY, Commissioner.

Dated August 7, 1915. a9,19

☞See General Instructions to Bidders on last page, last column, of the "City Record."

BOARD OF ESTIMATE AND APPORTIONMENT.

Notice of Public Hearings.

PUBLIC IMPROVEMENT MATTERS.

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on August 5, 1915, the following resolutions were adopted:

Whereas, the President of the Borough of Manhattan, under date of August 3, 1915, requested the Board of Estimate and Apportionment to initiate proceedings to construct receiving basins as follows:

Adjacent to the southwest corner of 8th Avenue and 111th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,079,000.

Adjacent to the southeast corner of 8th Avenue and 111th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $2,018,500.

Adjacent to the southwest corner of 8th Avenue and 112th Street, and the northeast corner of Manhattan Avenue and 111th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $764,000.

Adjacent to the southeast corner of 8th Avenue and 112th Street, and the northwest corner of 7th Avenue and 111th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $2,022,000.

Adjacent to the southwest corner of 8th Avenue and 113th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $751,000.

Adjacent to the southeast corner of 8th Avenue and 113th Street, and the northwest corner of 7th Avenue and 112th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $817,500.

Adjacent to the southwest corner of 8th Avenue and 114th Street, and the northeast corner of Manhattan Avenue and 113th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,072,000.

Adjacent to the southeast corner of 8th Avenue and 114th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,938,000.

Adjacent to the southwest corner of 8th Avenue and 115th Street, and the northeast corner of Manhattan Avenue and 114th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $816,000.

Adjacent to the southeast corner of 8th Avenue and 115th Street, and the northwest corner of 7th Avenue and 114th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,395,000.

Adjacent to the southwest corner of 8th Avenue and 116th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,050,500.

Adjacent to the southeast corner of 8th Avenue and 116th Street, and the northwest corner of 7th Avenue and 115th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,919,000.

Adjacent to the southwest corner of 8th Avenue and 117th Street, and the northeast corner of Manhattan Avenue and 116th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $819,500.

Adjacent to the southeast corner of 8th Avenue and 117th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,258,000.

Adjacent to the southwest corner of 8th Avenue and 118th Street, and the northeast corner of Manhattan Avenue and 117th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,006,000.

Adjacent to the southeast corner of 8th Avenue and 118th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $845,500.

Adjacent to the southeast corner of 8th Avenue and 119th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $761,500.

Adjacent to the southwest corner of 8th Avenue and 120th Street, and the northeast corner of Manhattan Avenue and 119th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $810,000.

Adjacent to the southeast corner of 8th Avenue and 120th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $496,000.

Adjacent to the northwest corner of 8th Avenue and 123rd Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $605,500.

Adjacent to the northwest corner of Columbus Avenue and 67th Street, and the southeast corner of Broadway and 68th Street. Estimated cost of proposed improvement, $1,100 (22d Regiment Armory.)

Adjacent to the northwest corner of Columbus Avenue and 68th Street, and the southeast corner of Broadway and 69th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,898,000.

Adjacent to the northwest corner of Columbus Avenue and 69th Street, the northeast corner of Broadway and 69th Street, and the southwest corner of Columbus Avenue and 70th Street. Estimated cost of proposed improvement, $1,600; assessed valuation of property on block, $2,512,500.

Adjacent to the northwest corner of Columbus Avenue and 86th Street, and the southeast corner of Amsterdam Avenue and 87th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $2,102,500.

Adjacent to the northwest corner of Columbus Avenue and 87th Street, and the southeast corner of Amsterdam Avenue and 88th Street. Estimated cost for proposed improvement, $1,100; assessed valuation of property on block, $2,062,500.

Adjacent to the northwest corner of Columbus Avenue and 88th Street, and the southeast corner of Amsterdam Avenue and 89th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,837,000.

Adjacent to the northwest corner of Columbus Avenue and 89th Street, and the southeast corner of Amsterdam Avenue and 90th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,734,500.

Adjacent to the northwest corner of Columbus Avenue and 90th Street, and the southeast corner of Amsterdam Avenue and 91st Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $2,051,000.

Adjacent to the northeast corner of Columbus Avenue and 93rd Street, northwest corner of 93rd Street and Central Park West, and the southeast corner of Columbus Avenue and 94th Street. Estimated cost of proposed improvement, $1,600; assessed valuation of property on block, $2,894,500.

Adjacent to the southeast corner of Columbus Avenue and 95th Street, and the northwest corner of Central Park West and 94th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $2,081,000.

Adjacent to the northwest corner of Duane and Rose Streets, and the northeast corner of Duane and William Streets. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $221,000.

Adjacent to the southeast corner of Front Street and Coenties Slip, and the northeast corner of South Street and Coenties Slip. Estimated cost of proposed improvement, $1,100. (Exempt Park.)

Adjacent to the northeast corner of Front Street and Gouverneur Lane. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $888,000.

Adjacent to the southeast corner of Front and Wall Streets. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $692,000.

Adjacent to the southeast corner of Front and Pine Streets. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,002,000.

Adjacent to the northeast corner of Front and Pine Streets. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $359,000.

Adjacent to the northwest corner of Front and Fletcher Streets. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $897,500.

Adjacent to the northeast corner of Front and Fletcher Streets. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,027,000.

Adjacent to the northeast corner of Front Street and Burling Slip. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $693,000.

Adjacent to the southeast corner of West 10th Street and Greenwich Avenue. Estimated cost of proposed improvement, $600. (Exempt—Jail, Jefferson Market Court.)

Adjacent to the southwest corner of West 10th Street and 6th Avenue. Estimated cost of proposed improvement, $600. (Exempt—Park.)

Adjacent to the northwest corner of 6th Avenue and 17th Street. Estimated cost of proposed

improvement, $600; assessed valuation of property on block, $2,659,000.

Adjacent to the southwest corner of 6th Avenue and 19th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $3,224,700.

Adjacent to the northwest corner of 6th Avenue and 26th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $5,519,500.

Adjacent to the northwest corner of 6th Avenue and 27th Street, and the southwest corner of 6th Avenue and 28th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $4,253,000.

Adjacent to the northwest corner of 6th Avenue and 28th Street, and the southwest corner of 6th Avenue and 29th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $4,065,000.

Adjacent to the southwest corner of 6th Avenue and 30th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $3,857,500.

Adjacent to the northwest corner of 6th Avenue and 30th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $5,337,500.

Adjacent to the northwest corner of 6th Avenue and 31st Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $6,127,000.

Adjacent to the northwest corner of 6th Avenue and 32nd Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $8,281,500.

Adjacent to the northwest corner of 6th Avenue and 35th Street, and the southeast corner of Broadway and 36th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $4,471,000.

Adjacent to the northwest corner of 6th Avenue and 36th Street, and the southeast corner of Broadway and 37th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $2,826,000.

Adjacent to the northwest corner of 6th Avenue and 37th Street, and the southeast corner of Broadway and 38th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $4,093,000.

Adjacent to the northwest corner of 6th Avenue and 38th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $4,310,500.

Adjacent to the northwest corner of 6th Avenue and 39th Street, and the southwest corner of 6th Avenue and 40th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $4,852,000.

Adjacent to the northwest corner of 6th Avenue and 40th Street, and the southwest corner of 6th Avenue and 41st Street. Estimated cost of proposed improvement, $1,100. Assessed valuation of property on block, $5,282,000.

Adjacent to the northwest corner of 6th Avenue and 41st Street, and the southwest corner of 6th Avenue and 42nd Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $10,507,500.

Adjacent to the southeast corner of Lexington Avenue and 22nd Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,930,000.

Adjacent to the northeast corner of Lexington Avenue and 22nd Street. Estimated cost of proposed improvement, $600.

Adjacent to the northeast corner of Lexington Avenue and 33rd Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,486,500.

Adjacent to the northeast corner of Lexington Avenue and 35th Street, and the southwest corner of 3rd Avenue and 36th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,137,500.

Adjacent to the southeast corner of Lexington Avenue and 39th Street, and the northwest corner of 3rd Avenue and 38th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,324,500.

Adjacent to the southeast corner of Lexington Avenue and 40th Street, and the northwest corner of 3rd Avenue and 39th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,588,300.

Adjacent to the northwest corner of 25th Street and 5th Avenue, and the southeast corner of Broadway and 26th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $340,000.

Adjacent to the southeast corner of 25th Street and 6th Avenue, and the northwest corner of Broadway and 24th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $8,266,000.

Adjacent to the southwest corner of 35th Street and Madison Avenue, and the southeast corner of 35th Street and 5th Avenue. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $14,450,000.

Adjacent to the southeast corner of 35th Street and 6th Avenue, and the northwest corner of 5th Avenue and 34th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $24,949,500.

Adjacent to the northwest corner of 39th Street and Madison Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $6,984,500.

Adjacent to the southeast corner of 39th Street and 6th Avenue, and southwest corner of 39th West and 5th Avenue, and the northwest corner of 5th Avenue and 38th Street. Estimated cost of proposed improvement, $1,600; assessed valuation of property on block, $15,559,000.

Adjacent to the southeast corner of Bennett Avenue and 184th Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $645,000.

Adjacent to the southeast corner of 51st Street and 2nd Avenue, and the northwest corner of 1st Avenue and 50th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $944,000.

Adjacent to the southwest corner of 51st Street and 2nd Avenue, and the southeast corner of 3rd Avenue and 51st Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $920,000.

Adjacent to the southwest corner of Haven Avenue and 181st Street. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $669,000.

Adjacent to the southeast corner of Houston and Varick Streets, and the northeast corner of King and Varick Streets. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $646,500.

Adjacent to the northeast corner of Houston and Varick Streets. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $604,500.

Adjacent to the southeast corner of King and Hudson Streets. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $512,500.

Adjacent to the northeast corner of 95th Street and 5th Avenue, and the southwest corner of Madison Avenue and 96th Street. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,848,000.

Adjacent to the southwest corner of 124th Street and First Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $656,200.

Adjacent to the northwest corner of 124th Street and First Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $805,000.

Adjacent to the northwest corner of 124th Street and 2nd Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,280,000.

Adjacent to the southwest corner of 161st Street and Fort Washington Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $925,000.

Adjacent to the northwest corner of 161st Street and Fort Washington Avenue, and the southwest corner of 162nd Street and Fort Washington Avenue. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $779,000.

Adjacent to the southwest corner of 171st Street and Fort Washington Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $658,000.

Adjacent to the southwest corner of 172nd Street and Fort Washington Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $197,500.

Adjacent to the northeast corner of 172nd Street and Haven Avenue, and the southwest corner of 173rd Street and Fort Washington Avenue. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $310,000.

Adjacent to the southeast corner of 190th Street and Wadsworth Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $842,000.

Adjacent to the southwest corner of 68th Street and 1st Avenue, and the northeast corner of 67th Street and 2nd Avenue. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $328,000.

Adjacent to the southwest corner of 68th Street and 2nd Avenue, and the northeast corner of 67th Street and 3rd Avenue. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,194,000.

Adjacent to the northwest corner of 68th Street and 2nd Avenue, and the southeast corner of 69th Street and 3rd Avenue. Estimated cost of proposed improvement, $1,100; assessed valuation of property on block, $1,025,000.

Adjacent to the southwest corner of 33rd Street and 9th Avenue, southeast corner of 33rd Street and 10th Avenue, and the northwest corner of 31st Street and 9th Avenue. Estimated cost of proposed improvement, $1,600; assessed valuation of property on block, $1,583,500.

Adjacent to the southwest corner of 37th Street and 1st Avenue, and the southeast corner of 37th Street and 2nd Avenue, and northeast corner of 36th Street and 2nd Avenue. Estimated cost of proposed improvement, $1,600; assessed valuation of property on block, $736,000.

Adjacent to the southwest corner of 39th Street and 8th Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,822,000.

Adjacent to the northeast corner of 39th Street and 9th Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,689,500.

Adjacent to the northeast corner of 39th Street and 10th Avenue. Estimated cost of proposed improvement, $600; assessed valuation of property on block, $1,182,500.

—and

Whereas, the President of the Borough of Manhattan states that the construction of these basins will serve both a sanitary and a traffic purpose; and

Whereas, the Board of Estimate and Apportionment is considering the advisability of initiating proceedings for the construction of the said sewer basins, and of assessing the cost of the improvements upon the property deemed to be benefited thereby; be it

Resolved, That the Board of Estimate and Apportionment hold a public hearing in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., at which all persons interested in the proposed improvements and assessment thereof will be afforded an opportunity to be heard thereon.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record for ten days prior to the 26th day of August, 1915.

Dated August 13, 1915.

JOSEPH HAAG, Secretary, Municipal Building. Telephone, 4560 Worth. a13,24

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on July 29, 1915, the following resolutions were adopted:

Whereas, the President of the Borough of Manhattan, under date of July 29, 1915, requested the Board of Estimate and Apportionment to initiate proceedings to construct receiving basins as follows: Amsterdam Ave. adjacent to the N. W. Cor. of W. 67th St. Estimated cost, $525; assessed valuation, $1,360,000. W. 67th St. adjacent to the S. E. Cor. of Amsterdam Ave., and in Broadway adjacent to the N. W. Cor. of 66th St. Estimated cost, $840; assessed valuation, $2,339,000. W. 88th St. adjacent to the S. E. Cor. of West End Ave., and in Broadway adjacent to the N. W. Cor. of West 87th St. Estimated cost, $815; assessed valuation, $2,436,500. Adjacent to the S. W. Cor. of West End Ave. and 95th St. Estimated cost, $545; assessed valuation, $2,223,000. Adjacent to the N. E. Cor. of West End Ave. and 93rd St. Estimated cost, $505; assessed valuation, $1,281,500. Adjacent to the N. E. Cor. of West End Ave. and 92nd St. Estimated cost, $550; assessed valuation, $1,868,000. Adjacent to the N. E. Cor. of West End Ave. and 91st St., and adjacent to the N. W. Cor. of Broadway and 91st St. Estimated cost, $1,100; assessed valuation, $1,836,500. Adjacent to the S. E. Cor. of West End Ave. and 91st St., and the N. W. Cor. of 90th St. and Broadway. Estimated cost, $830; assessed valuation, $1,781,600. Adjacent to the S. W. Cor. of 80th St. and Lexington Ave., and adjacent to the N. E. Cor. Park Ave. and 79th St. Estimated cost, $1,145; assessed valuation, $2,601,000. Adjacent to the N. W. Cor. of 85th St. and 1st Ave. and S. E. Cor. of 86th St. and 2nd Ave. Estimated cost, $890; assessed valuation, $1,143,500. Adjacent to the S. W. Cor. 85th St. and 2nd Ave. and S. E. Cor. 85th St. and 3rd Ave. Estimated cost, $900; assessed valuation, $1,250,500. Adjacent to the N. W. Cor. 85th St. and 2nd Ave. and S. E. Cor. 86th St. and 3rd Ave. Estimated cost, $995; assessed valuation, $1,604,900. Adjacent to the S. W. Cor. 66th St. and Madison Ave., and S. E. Cor 66th St. and 5th Ave. Estimated cost, $840; assessed valuation, $5,308,000. 40th St. adjacent to the N. E. Cor. 3rd Ave. Estimated cost $540; assessed valuation, $1,212,000. N. S. W. 52d St. bet. 5th and 6th Aves. Estimated cost, $470; assessed valuation, $9,454,000. Adjacent to the S. E. Cor. 67th St. and Madison Ave., and the S. W. Cor. of 67th St. and Park Ave. Estimated cost, $965; assessed valuation, $3,677,000. Adjacent to the N. E. Cor. of 66th St. and 5th Ave., and the S. E. Cor. of 67th St. and 5th Ave. Estimated cost, $1,075; assessed valuation, $6,003,000. Adjacent to the S. W. Cor. of 80th St. and Park Ave. and adjacent to the N. E. Cor. of Madison Ave. and 79th St. Estimated cost, $775; assessed valuation, $2,187,500. Adjacent to the S. E. Cor. of 68th St. and Madison Ave. Estimated cost, $445; assessed valuation, $3,074,000. Adjacent to the S. E. Cor. of 80th St. and 5th Ave. and adjacent to the N. E. Cor 5th Ave. and 79th St. Estimated cost, $811; assessed valuation, $4,512,000. Adjacent to the S. W. Cor. of 8th Ave. and the S. E. Cor. of 9th Ave. and 30th St. Estimated cost, $825; assessed valuation, $1,488,600. Amsterdam Ave. adjacent to the N. W. Cor. of West 65th St. Estimated cost, $420; assessed valuation, $1,200,000. Amsterdam Ave. adjacent to the N. W. Cor. of West 66th St. Estimated cost, $415; assessed valuation, $1,183,500. W. 62nd St. adjacent to the N. E. Cor. of Amsterdam Ave. Estimated cost, $555; assessed valuation, $1,763,000. Amsterdam Ave. adjacent to the S. W. Cor. of West 64th St. Estimated cost, $455; assessed valuation, $1,730,000. W. 55th St. adjacent to the N. W. Cor. of 6th Ave. Estimated cost, $595; assessed valuation, $4,618,500.

—and,

Whereas, the President of the Borough of Manhattan states that the construction of these basins will serve both a sanitary and a traffic purpose; and

Whereas, the Board of Estimate and Apportionment is considering the advisability of initiating proceedings for the construction of the said sewer basins, and of assessing the cost of the improvements upon the property deemed to be benefited thereby; be it

Resolved, That the Board of Estimate and Apportionment hold a public hearing in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., at which all persons interested in the proposed improvements and assessment thereof will be afforded an opportunity to be heard thereon.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby to be published in the City Record for ten days prior to the 26th day of August, 1915.

Dated August 13, 1915.

JOSEPH HAAG, Secretary, Municipal Building. Telephone, 4560 Worth. a13,24

NOTICE IS HEREBY GIVEN THAT THE Board of Estimate and Apportionment of The City of New York, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York so as to establish lines and grades for Clove Road, between Broadway and Richmond Turnpike, Borough of Richmond, and that a meeting of said Board will be held in the Old Council Chamber, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m., at which such proposed change will be considered by said Board; all of which is more particularly set forth and described in the following resolutions adopted by the Board on July 29, 1915, notice of the adoption of which is hereby given, viz.:

Resolved, That the Board of Estimate and Apportionment of The City of New York, in pursuance of the provisions of section 442 of the Greater New York Charter, as amended, deeming it for the public interest so to do, proposes to change the map or plan of The City of New York by establishing lines and grades for Clove Road, between Broadway and Richmond Turnpike, in the Borough of Richmond, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the President of the Borough and dated July 23, 1915.

Resolved, That this Board consider the proposed change at a meeting of the Board, to be held in the City Hall, Borough of Manhattan City of New York, on the 26th day of August, 1915, at 10 o'clock a. m.

Resolved, That the Secretary of this Board cause these resolutions and a notice to all persons affected thereby that the proposed change will be considered at a meeting of the Board to be held at the aforesaid time and place, to be published in the *City Record* for ten days continuously, Sundays and legal holidays excepted, prior to the 26th day of August, 1915.

Dated August 13, 1915.

JOSEPH HAAG, Secretary, Board of Estimate and Apportionment, Municipal Building. Telephone, 4560 Worth. a13,24

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on July 29, 1915, *the Board continued until Thursday, August 26, 1915, the hearing in the matter of* changing the map or plan of The City of New York by widening Howard Avenue between Pitkin Avenue and Eastern Parkway, and by changing the grades of Howard Avenue and of the intersecting streets affected thereby in the Borough of Brooklyn, City of New York, which proposed change is more particularly shown upon a map or plan bearing the signature of the Commissioner of Public Works of the Borough, and dated December 29, 1914.

The hearing will be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m.

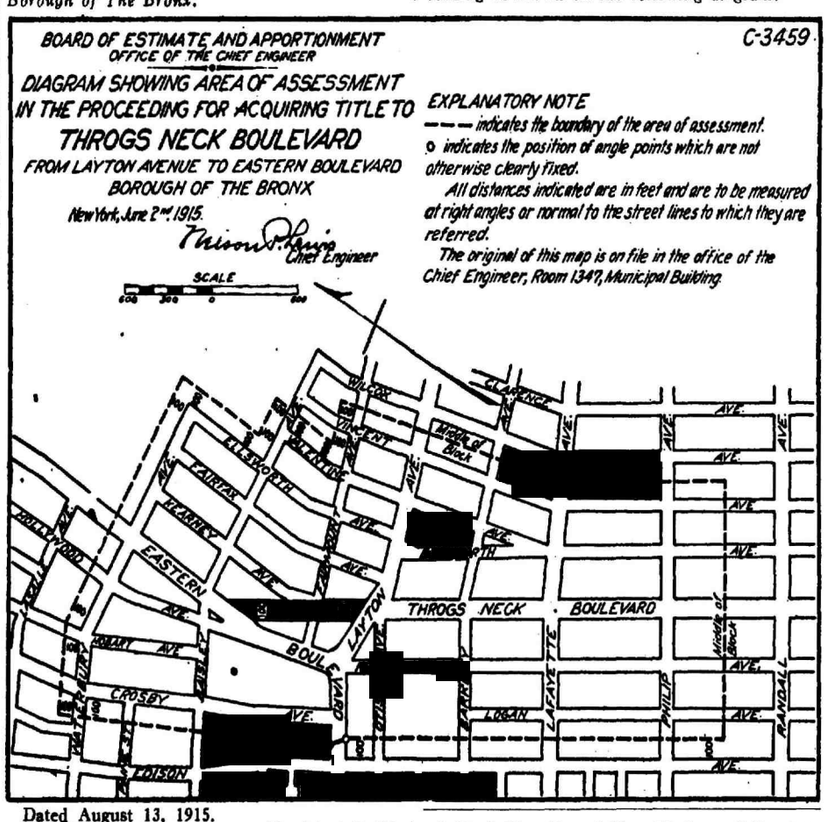
Dated August 13, 1915.

JOSEPH HAAG, Secretary, Municipal Building. Telephone, 4560 Worth. a13,24

NOTICE IS HEREBY GIVEN THAT AT THE meeting of the Board of Estimate and Apportionment held on July 29, 1915, *the Board continued until August 26, 1915, the hearing in the matter of acquiring title to Throgs Neck Boulevard from Layton Avenue to Eastern Boulevard, Borough of The Bronx.*

The hearing will be held in the City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock a. m.

The proposed area of assessment in the proceeding in shown on the following diagram:



Dated August 13, 1915.

JOSEPH HAAG, Secretary, Municipal Building. Telephone, 4560 Worth. a13,24

Notice of Public Hearing.

FRANCHISE MATTERS.

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day, the following resolutions were adopted:

Whereas, The Brooklyn, Queens County and Suburban Railroad Company has, under date of September 19, 1907, made application to this Board for a grant of the right, privilege and franchise to construct, maintain and operate a double track street surface railway as an extension to its existing system, upon and along Metropolitan Avenue, from Dry Harbor Road to Jamaica Plank Road, Borough of Queens; and

Whereas, Section 172 of the Railroad Law and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 629 and 630 of the Laws of 1905, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 18, 1907, fixing the date for a public hearing thereon as November 15, 1907, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Brooklyn Daily Eagle" and the "Brooklyn Citizen," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to the Brooklyn, Queens County and Suburban Railroad Company, and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by the Brooklyn, Queens County and Suburban Railroad Company, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to the Brooklyn, Queens County and Suburban Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

PROPOSED FORM OF CONTRACT.

THIS CONTRACT, made and executed in duplicate this day of , 191 , by and between THE CITY OF NEW YORK (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and the BROOKLYN, QUEENS COUNTY AND SUBURBAN RAILROAD COMPANY (hereinafter called the Company), part of the second part, WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree, as follows:

SECTION 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a double-track street surface railway as an extension to its existing railway, with the neeessary wires and equipment, for the purpose of conveying persons and property in the Borough of Queens, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Metropolitan Avenue at or near its intersection with Dry Harbor Road; thence easterly in and upon Metropolitan avenue to its intersection with Jamaica Plank Road in the former Village of Jamaica, and there connecting with the existing tracks of the Company in said Jamaica Plank Road.

And to cross such other streets and avenues named and unnamed as may be encountered in said route.

The said route, with turnouts, switches and crossovers hereby authorized, is shown upon a map entitled "Map showing the proposed Extension in the routes of the Brooklyn, Queens County and Suburban Railroad, in the Borough of Queens, to accompany petition to the Board of Estimate and Apportionment, dated Sept. 19, 1907," signed and approved by T. S. Williams, vice-president, and W. S. Menden, chief engineer, a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description and the other provisions of this contract may be permitted by resolution of the Board.

SEC. 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the

Company within six (6) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or, in the event that such consents cannot be obtained within such time, the Company shall, within said six (6) months, or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law, to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company for the term of twenty-five (25) years from the date upon which this contract is signed by the Mayor, with the privilege of renewal of said contract for the further period of twenty-five (25) years, upon a fair revaluation of such right and privilege.

No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period of twenty-five (25) years.

If the Company shall determine to exercise its privilege of renewal, it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound, upon request of the other, to enter into a written agreement with each other, fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If, in any case, the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The sum of Five hundred dollars ($500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years, an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than three thousand two hundred dollars ($3,200).

During the second term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand six hundred dollars ($5,600).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand nine hundred dollars ($5,900).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand one hundred and eighty-four dollars ($6,184).

During the remaining term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than six thousand four hundred and eighty-four dollars ($6,484).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law as amended.

The right of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract, whether original or renewal, notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted, whether original or renewal, or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose, unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the route herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual and the two so chosen shall chose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board, which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privilege. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Apellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed or by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within six (6) months from the date upon which the copies of the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to Section 174 of the Railroad Law, confirming the determination of the commissioners appointed thereunder that such railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine and all sums paid or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court, or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided, further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall in writing consent that the Board, either in its own name as a party or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock or railway appurtenances, from time to time, as such additions and improvements are necessary in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures in the streets and avenues over which such officials have jurisdiction, and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway may be operated by overhead electric power, substantially similar to the overhead electric system now in use by street surface railways in the Borough of Queens, or by any other motive power, except locomotive steam power or horse-power, which may be approved by the Board and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents and the Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on its road or on any road, line or branch operated by it or under its control, to any other point thereof, or any connecting branch thereof within the limits of the City unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized other than passenger cars, cars for the transportation of express matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board, and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company, and no greater sums shall be charged for such service than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or wheel guards, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes, both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by resolution of the Board

Provided, however, that the Company, during the first five (5) years of this contract, shall not be required to operate its cars between the hours of 1 o'clock a. m. and 5 o'clock a. m., each day, unless the Board shall determine, after a hearing had thereon, that public convenience requires the operation of cars during said hours.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues in which said railway shall be constructed, shall, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof. The water necessary for such purpose shall be furnished free of charge by the City.

Twentieth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the President of the Borough of Queens, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

Twenty-first—As long as said railway, or any portion thereof, remains in the street or avenue, the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which said railway is constructed, between its tracks, the rails of its tracks, and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe. In case of the neglect of the Company to make pavement or repairs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Queens, said President may make the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—Any alteration to the sewerage or drainage systems, or to any other subsurface, or to any surface structures in the streets, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed, and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fifth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company, as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.

16. Total receipts of Company for each class of business.
17. Amounts paid by the Company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City, and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board, acting under the powers herein reserved, the franchise or consent herein granted may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board, by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day, not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact, knowingly made by the Company, shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-eighth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures or equipment, as herein provided, in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall for each day thereafter during which the default or defect remains pay to the City the sum of two hundred and fifty dollars ($250), as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of five thousand dollars ($5,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railway, and the maintenance of the property in good condition throughout the whole term of this contract, and, in case of default in the performance by the Company of such terms and conditions, or compliance with such orders or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof, after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or, after default in the payment of the annual charges, shall collect the same, with interest from the said fund after ten (10) days' notice to the Company; or, in case of failure to observe the said terms and conditions of this contract, and orders of the Board acting hereunder, relating to the headway, heating and lighting of cars, fenders, wheelguards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheel-guards, in case of the violation of the provisions relating to these matters, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its President, or other officer, to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing appears, in the judgment of the Board, to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund, deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of five thousand dollars ($5,000), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City.

These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

Thirty-first—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and avenues in which the Company is authorized to operate.

Thirty-second—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-third—The words "streets or avenues" and "streets and avenues," wherever used in this contract, shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places, or any other property to which the City has title or over which the public has an easement" encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-fourth—If at any time the powers of the Board or any other of the authorities herein mentioned, or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board, or other authorities, officer or officers.

SEC. 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the laws of the State of New York.

SEC. 4. This grant is also upon the further and express condition that the provisions of Article 5, and other provisions of the Railroad Law pertinent hereto, shall be strictly complied with by the Company.

SEC. 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms and conditions and requirements in this contract fixed and contained.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed, and the party of the second part, by its officers thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK, By ....., *Mayor.*
(CORPORATE SEAL.)
Attest: ....., *City Clerk.*
BROOKLYN, QUEENS COUNTY AND SUBURBAN RAILROAD COMPANY, By ....., *President.*
(SEAL.)
Attest: ....., *Secretary.*

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, including the provisions as to rates, fares and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right, applied for by the Brooklyn, Queens County and Suburban Railroad Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, together with the following notice, to wit:

NOTICE IS HEREBY GIVEN that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by the Brooklyn, Queens County and Suburban Railroad Company, and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock A. M., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice at the expense of the proposed grantee during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "Brooklyn Daily Eagle" and the "Brooklyn Citizen," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. MCGANN, Assistant Secretary, Room 1307, Municipal Building. Telephone, 4560 Worth.
Dated, New York, July 29, 1915. a9,26

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day, the following resolutions were adopted:

Whereas, The Nassau Electric Railroad Company has, by a petition verified October 10, 1906, applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a street surface railway, as an extension to its existing system, upon and along Eighth Avenue from 39th Street to Bay Ridge Avenue, Borough of Brooklyn; and

Whereas, Section 172 of the Railroad Law and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 629 and 630 of the Laws of 1905, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 26, 1906, fixing the date for the public hearing thereon as November 23, 1906, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "New York World" and "New York Times," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to The Nassau Electric Railroad Company, and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad Company, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The Nassau Electric Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

PROPOSED FORM OF CONTRACT.

THIS CONTRACT, made and executed in duplicate this day, of , 191 , by and between THE CITY OF NEW YORK (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and THE NASSAU ELECTRIC RAILROAD COMPANY (hereinafter called the Company), party of the second part, WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

SECTION 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a double track street surface railway as an extension to its existing railway, with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Brooklyn, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company on 39th Street at Eighth Avenue, extending thence southwesterly upon and along Eighth Avenue to Bay Ridge Avenue and there connecting with the existing tracks of the Brooklyn City Railroad Company in Bay Ridge Avenue.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

The said route, with turnouts, switches and crossovers, hereby authorized, is shown upon a map dated May 8, 1912, entitled

"Nassau Electric R.R. Co. Map showing proposed extension in the route of the Nassau Electric R.R. Co. on Eighth Ave., from 39th St. to Bay Ridge Ave., in the Borough of Brooklyn, City of New York, to accompany the petition to the Board of Estimate and Apportionment, dated October 10th, 1906"—

The map is dated May 10th, 1912, and signed and approved by C. D. Meneely, Vice-President, and C. L. Crabbs, Eng. Way and Structure; a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description, and the other provisions of this contract may be permitted by resolution of the Board:

SEC. 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within six (6) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or, in the event that such consents cannot be obtained within such time, the Company shall, within said six (6) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law in regard to street railroads to determine if said railway ought to be constructed, otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until January 1st, 1940, with the privilege of renewal of said contract for the further period of twenty-five (25) years upon a fair revaluation of such right and privilege.

No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1940.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years, and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty-five (25) years shall be reasonable, and either the City (by the Board) or the Company shall be bound, upon request of the other, to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The sum of five hundred dollars ($500) in cash within three (3) months after the date on which this contract is signed by the Mayor and before anything is done in exercise of the privilege hereby granted.

(b) During the first term of five (5) years an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than two thousand six hundred dollars ($2,600).

During the second term of five (5) years an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than four thousand seven hundred and fifty dollars ($4,750).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than five thousand two hundred and fifty dollars ($5,250).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Five thousand seven hundred and fifty dollars ($5,750).

During the remaining term, expiring January 1, 1940, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Six thousand three hundred and twenty-five dollars ($6,325).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law as amended.

The right of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the company

from appearing before the Board and being heard on any application for rights upon or along said route.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the route herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property; provided, however, that the Board shall be the judge as to whether the bond is good and sufficient in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual, and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board, which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privilege. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If ether party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination should such dissolution result in the discontinuance of the operation of the railway hereby authorized, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which copies of the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court, made pursuant to section 174 of the Railroad Law, confirming the determination of the Commissioners appointed thereunder, that such railway ought to be constructed, and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order; otherwise this right shall cease and determine, and all sums paid or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the city, provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided further that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board, either in its own name as a party or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures in the streets and avenues over which such officials have jurisdiction and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of Brooklyn, or by any other motive power, except locomotive steam power or horse power, which may be approved by the Board and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway, upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents. The Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on its road or on any road, line or branch operated by it or under its control to any other point thereof, or any connecting branch thereof, within the limits of the City, unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized other than passenger cars, cars for the transportation of express matter and cars necessary for the construction, repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board, and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company, and no greater sums shall be charged for such services than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or wheel guards, in conformity with such laws and ordinances as are now in force or may hereafter during the term of this contract be enacted or adopted by the State or City authorities or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather, in conformity with such laws and ordinances as are now in force or may hereafter during the term of this contract be enacted or adopted by the State or City authorities or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run as often as reasonable convenience of the public may require and as may be directed by resolution of the Board.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues in which said railway shall be constructed, shall, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof. The water necessary for such purpose shall be furnished free of charge by the City.

Twentieth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the Commissioner of Street Cleaning, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

Twenty-first—As long as said railway or any portion thereof remains in any street or avenue the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so and in such manner as they may prescribe. In case of the neglect of the Company to make pavement or repairs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Brooklyn, said President may make the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—Any alteration to the sewerage or drainage systems or to any other subsurface or to any surface structures in the street, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fifth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.
16. Total receipts of Company for each class of business.
17. Amounts paid by the Company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith.

Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact, knowingly made by the Company, shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-eighth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notive to the Company specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars ($250) as fixed or liquidated damges, or the Board, in case such structure or equipment which may affect the surface of streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall ssume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signnig of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of twenty-five hundred dollars ($2,500), either in money or securities to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavements, the removal of snow and ice, the quality of construction of the railway, and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms and conditions, or compliance with such orders, or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or, after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or in case of failure to observe the said terms and conditions of this contract and orders of the Board acting hereunder, relating to the headway, heating and lighting of cars, fenders, wheel guards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheel guards, in case of a violation of the provisions relating to those matters, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its President or other officer to appear before the Board on a certain day not less than ten (10) days after the date of such notice to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing, appears, in the judgment of the Board, to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure, direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of twenty-five hundred dollars ($2,500), and in default thereof this contract shall be canceled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

Thirty-first—The grant of this privilege is subject to whatever right, title or interest the owners of abutting property or others may have in and to the streets and avenues in which the Company is hereby authorized to operate.

Thirty-second—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-third—The words "streets or avenues" and "streets and avenues," wherever used in this contract, shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement," encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-fourth—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

SEC. 3. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the laws of the State of New York.

SEC. 4. This grant is also upon the further and express condition that the provisions of article 5 and the other provisions of the Railroad Law pertinent hereto shall be strictly complied with by the Company.

SEC. 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms and conditions and requirements in this contract fixed and contained.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed; and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK, By , *Mayor.*

[CORPORATE SEAL.]

Attest: , *City Clerk.*

THE NASSAU ELECTRIC RAILROAD COMPANY, By , *President.*

[SEAL.]

Attest: , *Secretary.*

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor and of the terms and conditions, including the provisions as to rates, fares and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of pro-

posed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right, applied for by The Nassau Electric Railroad Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, together with the following notice, to wit:

NOTICE IS HEREBY GIVEN that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by The Nassau Electric Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock A. M., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee, during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "New York World" and "New York Times," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. McGANN, Assistant Secretary, Room 1307, Municipal Building. Telephone, 4560 Worth.

Dated, New York, July 29, 1915. a9,26

PUBLIC NOTICE IS HEREBY GIVEN THAT

at the meeting of the Board of Estimate and Apportionment held this day the following resolutions were adopted:

Whereas, The Nassau Electric Railroad Company has, under date of January 29, 1912, applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a double track street surface railway, as an extension to its existing system, upon and along Atlantic Avenue from Fifth Avenue to Shepherd Avenue, Borough of Brooklyn; and

Whereas, Section 172 of the Railroad Law and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 629 and 630 of the Laws of 1905, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on February 15, 1912, fixing the date for public hearing thereon as March 28, 1912, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in "The Globe" and "Brooklyn Times," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to The Nassau Electric Railroad Company and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad Company containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The Nassau Electric Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

PROPOSED FORM OF CONTRACT.

THIS CONTRACT, made and executed in duplicate this day of , 1915, by and between THE CITY OF NEW YORK (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and THE NASSAU ELECTRIC RAILROAD COMPANY (hereinafter called the Company), party of the second part, WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

SECTION 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a double-track street surface railway as an extension to its existing railway with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Brooklyn, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Atlantic avenue at or near 5th avenue; thence in and upon Atlantic avenue to a point at or near Shepherd avenue. And to cross such other streets and avenues, named and unnamed, as may be encountered in said route.

The said route with turnouts, switches and crossovers hereby authorized is shown upon a map entitled:

"Nassau Electric R.R. Co. Map showing proposed extension in the route of the Nassau Electric R.R. Co. on Atlantic Ave. in the Borough of Brooklyn, City of New York, to accompany the petition to the Board of Estimate and Apportionment. Dated January 29, 1912,"

—and approved by N. F. Brady, President, and C. L. Crabbs, Engineer Way and Structure, a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof, and is to be substantially followed, provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description, and the other provisions of this contract may be permitted by resolution of the Board.

SECTION 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within six (6) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall within said six (6) months or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until January 1, 1940, with the privilege of renewal of said contract for the further period of fifteen (15) years upon a fair revaluation of such right and privilege. No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1940.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding fifteen (15) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company, each paying one-half thereof.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(a) The sum of five hundred dollars ($500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege granted.

(b) During the first term of five (5) years, an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than Six thousand dollars ($6,000).

During the second term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Seven thousand five hundred dollars ($7,500).

During the third term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Eight thousand two hundred and fifty dollars ($8,250).

During the fourth term of five (5) years, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Nine thousand one hundred dollars ($9,100).

During the remaining term, expiring January 1, 1940, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than Ten thousand dollars ($10,000).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law as amended.

The right of deduction, under Section 48 of the Tax Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepjting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a diffeent rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract, and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contrary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route; and provided further that nothing herein contained shall be construed as being a waiver on the part of the Company, either in its own corporate capacity, or as claiming under the Long Island Railroad Company, of the right to test by court proceedings brought against the City prior to but not after the granting of a new franchise to such other corporation or individual as aforesaid, the claim of either of said Companies that the City has no legal right to grant to any other company or individual a franchise or right to operate a railway or railroad in the portion of Atlantic Avenue in which the Company is herein authorized to operate a railway, because of the existence of a certain tripartite agreement, dated April 10, 1855, between the Brooklyn and Jamaica Railroad Company, party of the first part, the Long Island Railroad Company, party of the second part, and the City of Brooklyn, party of the third part.

Should the City at any time during the term of this contract grant to any other corporation, or to any individual the right or privilege to operate a railway upon the tracks of the Company on the route herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days such sum or sums as shall be determined in the manner hereinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual and the two so chosen shall choose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board, which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individual shall pay to the Company for said privilege. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdiction in the matter, then and in such event such sum or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in any wise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within six (6) months from the date upon which the copies of the consents of the property owners are filed with the Board or from the date of the order of the Appellate Division of the Supreme Court made pursuant to section 174 of the Railroad Law confirming the determination of the Commissioners appointed thereunder, that such railway ought to be constructed and shall complete the construction and place the same in full operation within twelve (12) months from the date of filing such consents or the date of such order; otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construction shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided, further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the rights hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtaind from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necesary for the purpose of protecting any structures, in the streets and avenues, over which such officials have jurisdiction and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon sreets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of Brooklyn or by any other motive power, except locomotive steam power or horse power, which may be approved by the Board, and consented to by the

abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires, for the operation of the railway, upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or alongside of the railway. The Company shall provide in such conduits two (2) ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City, as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents. The Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on its road or on any road, line or branch operated by it or under its control to any other point thereof, or any connecting branch thereof within the limits of the City unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized, other than passenger cars, cars for the transportation of express matter, mail matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or wheel guards, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by the Board.

Nineteenth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the Commissioner of Street Cleaning, enter into an agreement for each winter season or part thereof, to clean an equivalent amount of street surface from house-line to house-line.

Twentieth—The Company, if it so elects, within thirty (30) days after this contarct is signed by the Mayor, may, during the pleasure of the Board, occupy for the purpose of its railway herein authorized, except as hereinafter provided, portions of Atlantic avenue as follows:

(a) From the easterly side of 5th avenue to the westerly side of Bedford avenue, a strip approximately twenty-six (26) feet in width centering in the centre of said Atlantic avenue;

(b) From the easterly side of Nostrand avenue to the westerly side of Ralph avenue, a strip approximately twenty-eight (28) feet in width centering in the center of the said Atlantic avenue;

(c) From the easterly side of Dewey place to the westerly side of Eastern parkway, a strip approximately twenty-six (26) feet in width centering in the center of said Atlantic avenue;

(d) From the easterly side of Alabama avenue to a point at or near Shepherd avenue, a strip approximately thirty-two (32) feet in width centering in the center of said Atlantic avenue.

The Company may, within the above described limits, construct raised curbs separating the adjacent roadways of said Atlantic avenue from the space thus occupied by the railway herein authorized, except where streets intersect or connect with said Atlantic avenue on either side thereof, at which intersections and connections openings through such curbed space shall be provided and maintained as roadway area, the extent of such roadway area to be determined by the President of the Borough of Brooklyn.

If the Company so elects to construct the curbs as above, then it shall also at its own expense furnish all the material and do all the work necessary to

(a) Construct curbs, adjacent to the said roadway areas at points where streets intersect and connect with said Atlantic avenue, thus providing raised curbs surrounding all spaces thus occupied by the railway not used as a roadway;

(b) Remove the curbs which now exist on Atlantic avenue separating the space in the center from the roadways thereof, the position of which does not conform to the position of the curbs necesary to form the curbed areas which may be occupied by the railway as herein described.

(c) Pave with such pavements as may be prescribed by the President of the Borough of Brooklyn the areas added to the existing roadway by the removal of said curbs and the construction of curbs above described, all of which work shall be done within six (6) months from the date on which this contract is signed by the Mayor, provided that such period may be extended by the Board.

If the Company does not so elect to construct curbs separating such areas from the roadways of said Atlantic avenue, as herein permitted, or fails within the time herein provided to do all the work required of it in the event that it does so elect to construct said curbs, then it shall, at its own expense, furnish all the material and do all the work necessary to

(a) Remove all existing curbs in the central portion of Atlantic avenue, and

(b) Pave the entire portion of the roadway of Atlantic avenue not now paved, between the easterly side of 5th avenue and a point at or near Shepherd avenue, under the supervision of the President of the Borough of Brooklyn, and in such manner as he may prescribe; such work to be done within nine (9) months from the date on which this contract is signed by the Mayor. In case the Company fails to do such work within such time, said President may furnish the material and do such work, all at the expense of the Company.

It is hereby agreed that the right to maintain such raised curbs, or any portion of the same, may at any time during the existence of this contract be revoked by resolution of the Board. Upon the adoption of such resolution by the Board the Company shall discontinue the maintenance of such curbs for which the right shall have been revoked by said resolution, and shall within six (6) months thereafter remove such curbs and pave the space theretofore surrounded by curbs in accordance with the specifications and under the supervision of the President of the Borough of Brooklyn. Thereafter the Company shall keep in permanent repair that portion of the surface of Atlantic avenue which lies between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the President of the Borough of Brooklyn, and in such manner as he may prescribe and upon the provisions herinafter provided for the repair and maintenance of pavement.

Twenty-first—The Company shall at its own expense furnish all material for and do all work necessary to change the position of the existing curb adjacent to the sidewalk and widen and install additional pavement in the roadways of Atlantic avenue, in order to conform to any resolution of the Board adopted either before or after the execution of this contract, changing the width of roadways and sidewalks from those now existing, for the purpose of providing an adequate roadway capacity in the following portion of said avenue:

(a) From the westerly line of Bedford avenue to a point approximately fifty (50) feet easterly from the easterly line of Nostrand avenue;

(b) From a point approximately one hundred (100) feet westerly from the westerly line of Ralph avenue to a point approximately fifty (50) feet easterly from the easterly side of Dewey place;

(c) From the easterly line of Eastern parkway to the westerly line of Alabama avenue, and such work shall be completed in one (1) year from the passage of such resolution.

All work done or material furnished hereunder shall conform with the specifications for the same provided by the President of the Borough of Brooklyn. In case the Company fails to do such work within such time, said President may furnish the material and do the work, all at the expense of the Company.

Twenty-second—As long as said railway, or any portion thereof, remains in said Atlantic avenue the Company shall

(a) Pave and keep in permanent repair that portion of the surface of said Atlantic avenue which shall be used as a roadway between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof;

(b) Provide a suitable surface and maintain the same, whether pavement or otherwise, upon the entire curbed area herein permitted if such curbs are constructed, and

(c) Maintain the curbs which may surround said curbed areas, all of which work shall be done in accordance with the specifications of and under the supervision of the President of the Borough of Brooklyn and whenever required by him to do so, and in such manner as he may prescribe.

In case of the neglect of the Company to make, maintain or repair such pavement, provide, maintain or repair the surface of such curbed areas or to maintain or repair such curbs after the expiration of twenty (20) days' notice to do so from the President of the Borough of Brooklyn, said President may furnish the material and do such work, all at the expense of the Company, and the City shall have the right to change the material or character of the pavement of said Atlantic avenue or of the surface of said curbed areas, of said curbs surrounding said curbed areas, or any portion of the same, and in that event the Company shall be bound to replace such pavement, such surface within such curbed area and such curbs in the manner directed by the President of the Borough of Brooklyn, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement, surface or curbs.

Twenty-third—Any alteration to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets required on account of the construction or operation of the railway, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-fourth—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City and, should the said railway in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fifth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues, the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-sixth—The Company shall submit to the Board a report, not later than November 1 of each year, for the year ending September 30, next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the Company as by last report.
14. Location, value and amount paid for real estate now owned by the Company.
15. Number of passengers carried during the year.
16. Total receipts of Company for each class of business.
17. Amounts paid by the Company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

Twenty-seventh—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company, for the year ending September 30, next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City, and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-eighth—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted may be forfeited by a suit brought by the Corporation Counsel on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith. Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact knowingly made by the Company shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Nothing herein contained shall affect in any way the right of the Company to apply to a court of competent jurisdiction for review of any action of the Board forfeiting the franchise or consent herein granted.

Twenty-ninth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company, specifying any default on the part of the company, and requiring the Company to remedy the same within a reasonable time; and, upon the failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars ($250), as fixed or liquidated damges, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board, as aforesaid, shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Thirtieth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirty-first—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of ten thousand dollars ($10,000), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board, acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of this contract, and, in case of default in the performance by the Company of such terms and conditions, or compliance with such orders or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof, after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or, after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or, in case of failure to observe the said terms and conditions of this contract and orders of the Board, acting hereunder, relating to the headway, heating and lighting of cars, fenders and wheelguards, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, lighted or supplied with fenders or wheelguards, in case of a violation of the provisions relating to those matters, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its president, or other officer, to appear before the Board on a certain day, not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing, appears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or, where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure, direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund, the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of ten thousand dollars ($10,000), and, in default thereof, this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-eighth, of this contract.

Thirty-second—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or, if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-third—The words "streets or avenues" and "streets and avenues" wherever used in this contract shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels, public places or any other property to which the City has title or over which the public has an easement," encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-fourth—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned, shall be transferred by law to any other Board, authority, officer or officers, then and in such case such other board, authority, officer or officers, shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

SECTION 3. The Company hereby agrees to discontinue the use of the existing tracks of the Company on the southerly side of Atlantic avenue, between Fort Greene place and Washington avenue, during the term of this contract, and remove the same within thirty (30) days after the portion of the railway hereby authorized between said Fort Greene place and Washington avenue shall be put in operation, but nothing in this contract shall be construed as affecting in any way the franchise to operate upon the southerly side of Atlantic avenue, between said Fort Greene place and Washington avenue, owned by the Company and granted to the Atlantic Avenue Railroad Company of Brooklyn by a resolution of the Common Council on December 20, 1880.

SECTION 4. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the Laws of the State of New York.

SECTION 5. This grant is also upon the further and express condition that the provisions of Article 5 and other provisions of the Railroad Law, pertinent hereto, shall be strictly complied with by the Company.

SECTION 6. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

IN WITNESS WHEREOF the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed; and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK, By , *Mayor.*

[CORPORATE SEAL.]

Attest: , *City Clerk.*

THE NASSAU ELECTRIC RAILROAD COMPANY,

By , *President.*

[SEAL.]

Attest: , *Secretary.*

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions including the provisions as to rates, fares and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by The Nassau Electric Railroad Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, together with the following notice, to wit:

NOTICE IS HEREBY GIVEN that the Board of Estimate and Apportionment, before authorizing any contract for the grant of the franchise or right applied for by The Nassau Electric Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26th, 1915, at 10 o'clock A. M., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto, may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee, during the ten (10) days immediately prior to Thursday, August 26, 1915, in "The Globe" and "Brooklyn Times," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. McGANN, Assistant Secretary, Room 1307, Municipal Building. Telephone, 4560 Worth.

Dated, New York, July 29, 1915. a9,2c

PUBLIC NOTICE IS HEREBY GIVEN THAT at the meeting of the Board of Estimate and Apportionment held this day, the following resolutions were adopted

Whereas, The Brooklyn City Railroad Company has, by a petition dated September 18, 1914, applied to this Board for the grant of the right, privilege and franchise to construct, maintain and operate a street surface railway as an extension to its existing system upon and along Fresh Pond Road from the intersection of the existing street surface railway tracks on said road with the tracks of the so-called Lutheran Cemetery Line, to and connecting with the existing tracks of the Company on Myrtle Avenue, Borough of Queens; and

Whereas, Section 172 of the Railroad Law, and Sections 72, 73 and 74 of the Greater New York Charter, as amended by Chapters 629 and 630 of the Laws of 1905, and Chapter 467 of the Laws of 1914, provide for the manner and procedure of making such grants; and

Whereas, In pursuance of such laws, this Board adopted a resolution on October 2, 1914, fixing the date for the public hearing thereon as October 30, 1914, at which citizens were entitled to appear and be heard, and publication was had for at least fourteen (14) days in the "Brooklyn Daily Eagle" and the "New York Tribune," newspapers designated by the Mayor, and in the City Record for ten (10) days immediately prior to the date of hearing, and the public hearing was duly held on such day; and

Whereas, This Board has made inquiry as to the money value of the franchise or right applied for and proposed to be granted to The Brooklyn City Railroad Company and the adequacy of the compensation to be paid therefor; now, therefore, it is

Resolved, That the following form of resolution for the grant of a franchise or right applied for by The Brooklyn City Railroad Company, containing the form of proposed contract for the grant of such franchise or right, be hereby introduced and entered in the minutes of this Board, as follows, to wit:

Resolved, That the Board of Estimate and Apportionment hereby grants to The Brooklyn City Railroad Company the franchise or right fully set out and described in the following form of proposed contract for the grant thereof, embodying all of the terms and conditions, including the provisions as to rates, fares and charges, upon and subject to the terms and conditions in said proposed form of contract contained, and that the Mayor of The City of New York be and he hereby is authorized to execute and deliver such contract in the name and on behalf of The City of New York, as follows, to wit:

Proposed Form of Contract.

This Contract, made, and executed in duplicate, this day of 191 , by and between THE CITY OF NEW YORK (hereinafter called the City), party of the first part, by the Mayor of said City, acting for and in the name of said City, under and in pursuance of the authority of the Board of Estimate and Apportionment of said City (hereinafter called the Board), and THE BROOKLYN CITY RAILROAD COMPANY (hereinafter called the Company), party of the second part, WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

SECTION 1. The City hereby grants to the Company, subject to the conditions and provisions hereinafter set forth, the right and privilege to construct, maintain and operate a double track street surface railway as an extension to its existing railway with the necessary wires and equipment, for the purpose of conveying persons and property in the Borough of Queens, in The City of New York, upon the following route, to wit:

Beginning at and connecting with the existing tracks of the Company in Fresh Pond Road at or near the intersection of said tracks with the tracks of the so-called Lutheran Cemetery Line of said Company; thence in, upon and along Fresh Pond Road to and connecting with existing tracks of the Company in Myrtle Avenue.

And to cross such other streets and avenues, named and unnamed, as may be encountered in said route;

The said route with turnouts, switches and crossovers, hereby authorized, is shown upon a map entitled:

"The Brooklyn City R. R. Co. Map showing proposed extension in the route of the Brooklyn City R. R. Co. on Fresh Pond Road from the Lutheran Cemetery Line to Myrtle Aye. in the Borough of Queens, City of New York, to accompany petition to the Board of Estimate and Apportionment. Dated, Sept. 18th, 1914."

—and approved by Frank Lyman, President, and C. L. Crabbs, Engineer, Way and Structure; a copy of which is attached hereto, is to be deemed a part of this contract, is to be construed with the text thereof and is to be substantially followed; provided that deviations therefrom and additional turnouts, switches and crossovers which are consistent with the foregoing description and the other provisions of this contract may be permitted by resolution of the Board.

SEC. 2. The grant of this privilege is subject to the following conditions, which shall be complied with by the Company:

First—The consent in writing of the owners of half in value of the property bounded on said streets and avenues to the construction and operation of said railway shall be obtained by the Company within three (3) months from the signing of this contract by the Mayor, and a copy of such consents shall be filed with the Board within such time, or in the event that such consents cannot be obtained within such time, the Company shall, within said three (3) months, or within one (1) month thereafter, make application to the Appellate Division of the Supreme Court for the appointment of Commissioners in the manner provided by the Railroad Law to determine if said railway ought to be constructed; otherwise this grant shall cease and determine.

Second—The said right to construct, maintain and operate said railway shall be held and enjoyed by the Company from the date upon which this contract is signed by the Mayor until January 1, 1935, with the privilege of renewal of such contract for the further period of twenty (20) years upon a fair revaluation of such right and privilefge. No allowance shall be made to the Company in such valuation by reason of the fact that the Company had exercised the said franchise for a period expiring January 1, 1935.

If the Company shall determine to exercise its privilege of renewal it shall make application to the Board, or any authority which shall be authorized by law to act for the City in place of the Board. Such application shall be made at any time not earlier than two (2) years and not later than one (1) year before the expiration of the original term of this contract. The determination of the revaluation shall be sufficient if agreed to in writing by the Company and the Board, but in no case shall the annual rate of compensation to the City be fixed at a less amount than the sum required to be paid during the last year prior to the termination of the original term of this contract.

If the Company and the Board shall not reach such agreement on or before the day one (1) year before the expiration of the original term of this contract, then the annual rate of compensation for such succeeding twenty (20) years shall be reasonable, and either the City (by the Board) or the Company shall be bound upon request of the other to enter into a written agreement with each other fixing the rate of such compensation at such amount as shall be reasonable, but in no case shall the annual rate so fixed be less than the sum required to be paid for the last year prior to the termination of the original term of this contract, and if the parties shall not forthwith agree upon what is reasonable, then the parties shall enter into a written agreement fixing such annual rate and at such amount as shall be determined by three disinterested persons selected in the following manner:

One disinterested person shall be chosen by the Board; one disinterested person shall be chosen by the Company; these two shall choose a third disinterested person, and the three so chosen shall act as appraisers and shall make the revaluation aforesaid. Such appraisers shall be chosen at least six (6) months prior to the expiration of this original contract, and their report shall be filed with the Board within three (3) months after they are chosen. They shall act as appraisers and not as arbitrators. They may base their judgment upon their own experience and upon such information as they may obtain by inquiries and investigations, without the presence of either party. They shall have the right to examine any of the books of the Company and its officers under oath. The valuations so ascertained, fixed and determined shall be conclusive upon both parties, but no annual sum shall, in any event, be less than the sum required to be paid for the last year of the original term of this contract. If in any case the annual rate shall not be fixed prior to the termination of the original term of this contract, then the Company shall pay the annual rate theretofore prevailing until the new rate shall be determined, and shall then make up to the City the amount of any excess of the annual rate then determined over the previous annual rate. The compensation and expenses of the said appraisers shall be borne jointly by the City and the Company each paying one-half thereof.

Third—The Company shall pay to the City for the privilege hereby granted the following sums of money:

(*a*) The sum of five hundred dollars ($500) in cash within three (3) months after the date on which this contract is signed by the Mayor, and before anything is done in exercise of the privilege hereby granted.

(*b*) During the first term expiring January 1, 1920, an annual sum which shall be equal to three (3) per cent. of its gross annual receipts, but which sum shall not be less than eight hundred dollars ($800).

During the second term expiring January 1, 1925, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand two hundred dollars ($1,200).

During the third term expiring January 1, 1930, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand four hundred and fifty dollars ($1,450).

During the remaining term, expiring January 1, 1935, an annual sum which shall be equal to five (5) per cent. of its gross annual receipts, but which sum shall not be less than one thousand seven hundred dollars ($1,700).

The gross annual receipts mentioned above shall be that portion of the gross receipts of the Company as shall bear the same proportion to its whole gross receipts as the length of the extension hereby authorized shall bear to the entire length of the railway of the Company in operation within the limits of the City.

The annual charges shall commence from the date upon which this contract is signed by the Mayor.

All annual charges as above shall be paid into the treasury of the City on November 1 of each year and shall be for the amount due to September 30 next preceding. Provided that the first annual payment shall be only for that proportion of the first annual charge as the time between the date upon which this contract is signed by the Mayor and September 30 following shall bear to the whole of one year.

The annual charges herein provided are intended to include the percentages of gross receipts now required to be paid by railway companies to the City pursuant to the Railroad Law as amended.

The right of deduction, under Section 48 of the Taw Law, of all or any portion of the annual payments herein required to be made, from the tax on the assessment of the special franchise, which includes the franchise granted by this contract, as fixed by the State Tax Commission, is hereby waived by the Company, except from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment.

In order to ascertain said right to deduct all or any portion of the annual payments herein required, under Section 48 of the Tax Law, from the tax on that portion of the assessment which represents the value of the intangible property in said special franchise assessment, the following method shall be adopted:

1. Either party may request from the State Tax Commission a certificate stating what portion of any special franchise assessment constitutes the value of the intangible and tangible property, respectively, included in said special franchise assessment and such certificate shall be final and conclusive, in case the assessment is not under review on certiorari, and if the assessment is under review the final judgment of the Court shall be taken.

2. If, in any year, the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of any payments herein required, are equal to or in excess of said special franchise tax on that portion of the assessment which represents the value of the total intangible property of the Company, then and in that event the company shall not be entitled to have deducted, under Section 48 of the Tax Law, any payments made under the terms of this contract.

3. If the sums of all moneys due from the Company within that year, whether paid or not, for all obligations specified in Section 48 of the Tax Law (excepting for paving and repairing of pavement) and exclusive of the payments herein provided for, are less than the tax on that portion of the special franchise assessment which represents the value of the total intangible property of the company, then any and all annual payments provided for herein shall be a proper deduction from any balance of the tax on said special franchise assessment which represents the value of the intangible property of said company, but only to the extent of said balance.

4. If, however, Section 48 of the Tax Law shall, during the term of this contract, be repealed, or if the Tax Law shall, during the term of this contract, be so amended that no provision shall be made for the deductions of payments such as provided for in Section 48 of the Tax Law, or be so amended that no provision shall be made for the assessment of the intangible special franchise of the company, then and in that event no payment hereunder shall thereafter be deducted from the tax upon any property of the company.

Fourth—The annual charges or payments shall continue throughout the whole term of this contract (whether original or renewal), notwithstanding any clause in any statute or in the charter of any other railway or railroad company providing for payment for railway or railroad rights or franchises at a different rate, and no assignment, lease or sublease of the rights or privileges hereby granted (whether original or renewal), or of any part thereof, or of any of the routes mentioned herein, or of any part thereof, shall be valid or effectual for any purpose unless the said assignment, lease or sublease shall contain a covenant on the part of the assignee or lessee that the same is subject to all the conditions of this contract; and that the assignee or lessee assumes and will be bound by all of said conditions, and especially said conditions as to payments, anything in any statute or in the charter of such assignee or lessee to the contary notwithstanding, and that the said assignee or lessee waives any more favorable conditions created by such statute or its charter, and that it will not claim by reason thereof or otherwise exemption from liability to perform each and all of the conditions of this contract.

Fifth—Nothing in this contract shall be deemed to affect in any way the right of the City to grant to any other corporation or to any individual a similar right or privilege upon the same or other terms and conditions over the route hereinbefore described, and the Company shall not at any time oppose, but shall consent to the construction and operation of any street surface railway by any such other corporation or individual which may receive a franchise therefor from the City, and which may necessitate the use of any portion of the railway which shall be constructed or operated by the Company pursuant to this contract; provided, however, that nothing in this clause contained shall estop the Company from appearing before the Board and being heard on any application for rights upon or along said route.

Should the City at any time during the term of this contract grant to any other corporation or to any individual the right or privilege to operate a railway upon the tracks of the Company on the route herein described, or any portion thereof, then the City shall, within thirty (30) days thereafter, give notice to the Company that such right has been granted and of the name of the corporation or individual to which such right has been granted.

At the expiration of ninety (90) days after the giving of such notice, such individual or corporation shall have the right to begin the operation of cars upon the tracks of the Company upon the route, or any portion thereof, over which such corporation or individual may receive a right or privilege, and to use therefor the tracks, equipment, power and all other property of the Company which shall be necessary in the operation of the cars of such individual or corporation upon the tracks of the Company, and shall have the right to continue such operation and use of such property during the term of this contract or until the right to use such property under the terms of the franchise or right granted said corporation or individual by the City shall expire, provided such expiration is prior to the expiration of this contract or any renewal thereof; but such corporation or individual shall, before beginning such operation, give a good and sufficient bond to the Company guaranteeing the payment of any sum or sums which such corporation or individual may be required to pay to the Company for the use of its property. Provided, however, that the Board shall be the judge as to whether the bond is good and sufficient, in case there is a dispute with respect thereto between the Company and such corporation or individual. Such corporation or individual shall pay to the Company for the right to use such tracks, equipment, power and other property above described such sum or sums as may be agreed upon in writing by such corporation or individual and the Company within said ninety (90) days, or in the event that such agreement cannot be reached within said ninety (90) days, such sum or sums as shall be determined in the manner herinafter provided for.

If the Company and such corporation or individual cannot, prior to the expiration of said ninety (90) days, agree upon the compensation for the use of such tracks, then such compensation shall be fixed by three arbitrators selected in the following manner:

One disinterested person shall be chosen by the Company; one disinterested person shall be chosen by such corporation or individual and and the two so chosen shall chose a third disinterested person. The decision under oath of any two of said persons who shall be so selected shall be final and conclusive, but the amount or amounts determined by said arbitrators shall not be less with due regard to the extent and duration of use than shall be sufficient to cover the proportionate cost of the tracks, wires and other equipment or structures used, including paving and additions and betterments thereto and of the proportionate current expenses of maintenance, depreciation and renewal, of regulation of traffic, of removal of snow and ice, of the sprinkling of streets, of the use of power and of the performance of such other duties and obligations as are imposed upon the Company in respect to the said railway, other than the payments to the City pursuant to this contract.

The compensation and expenses of the persons selected as arbitrators in the determination of such sum or sums shall be borne by the individual or corporation to which such right may be granted.

Within thirty (30) days after an agreement shall have been reached between said parties, or in case said agreement cannot be reached before the time specified herein, then within thirty (30) days after the determination of the arbitrators as herein provided, should two of such arbitrators agree, the said parties shall file a duplicate copy of a written agreement with the Board, which shall specify the sum or sums which shall have been agreed to by the said parties or determined by said arbitrators as the sum or sums which such corporation or individuals shall pay to the Company for said privilege. If the Company fails to file the same with the Board within said thirty (30) days, then the right herein granted shall cease and determine.

If either party fails to appoint an arbitrator as herein provided, or should the first two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days after the expiration of said ninety (90) days, or if no two of said arbitrators so selected agree upon the sum or sums to be paid by such individual or corporation within sixty (60) days after they shall have been so selected, then such sum or sums shall be fixed by the Appellate Division of the Supreme Court, Second Department, upon the application of either party, and the decision of that court shall be final. In the event that said Appellate Division of the Supreme Court, Second Department, should decline to assume jurisdicition in the matter, then and in such event such sums or sums shall be fixed by the Board, and such fixation by the Board shall be final and conclusive.

Sixth—The rights and privileges hereby granted shall not be assigned, either in whole or in part, or leased or sublet in any manner, nor shall the title thereto, or right, interest or property therein, pass to or vest in any other person or corporation whatsoever, either by the act of the Company, or by operation of law, whether under the provisions of the statutes relating to the consolidation or merger of corporations or otherwise, without the consent of the City, acting by the Board, evidenced by an instrument under seal, anything herein contained to the contrary thereof in anywise notwithstanding, and the granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

Seventh—Upon the termination of this original contract, or if the same be renewed, then at the termination of the said renewal term, or upon the termination or forfeiture of the rights hereby granted for any cause, or upon the dissolution of the Company before such termination, should such dissolution result in the discontinuance of the operation of the railway hereby authorized, the tracks and equipments of the Company constructed pursuant to this contract within the streets and avenues shall become the property of the City without cost, and the same may be used or disposed of by the City for any purpose whatsoever, or the same may be leased to any company or individual.

If, however, at the termination of this contract as above, the Board shall so order by resolution, the Company shall, upon thirty (30) days' notice from the Board, remove any and all of its tracks and other equipment constructed pursuant to this contract and the said streets and avenues shall be restored to their original condition at the sole cost and expense of the Company.

Eighth—The Company shall commence construction of the railway herein authorized within three (3) months from the date upon which the copies of the consents of the property owners are filed with the Board, or from the date of the order of the Appellate Division of the Supreme Court made pursuant to Sec. 174 of the Railroad Law confirming the determination of the Commissioners appointed thereunder, that such railway ought to be constructed and shall complete the construction and place the same in full operation within six (6) months from the date of filing such consents or the date of such order, otherwise this right shall cease and determine, and all sums paid, or which may be deposited with the Comptroller of the City, as hereinafter provided, shall thereupon be forfeited to the City; provided that the period for commencement and the period for completion and placing the railway in full operation may be extended by the Board, but the total extension of time for either of such periods shall not exceed in the aggregate six (6) months; and provided, further, that when the commencement or completion of said construtcion shall be prevented by legal proceedings in any court or by works of public improvement, or from other causes not within control of the Company, the time for the commencement or completion of such construction may be extended for the period of such prevention, but no delay shall be allowed for unless the court proceedings shall be diligently prosecuted by the Company, and provided further, that in no case shall such delay be deemed to begin until the Company shall have given written notice to the Board of any such court proceedings or other occasion of delay, and deliver to the Board copies of any injunction or other orders, and the papers upon which the same shall have been granted, and unless upon the request of the Board the Company shall, in writing, consent that the Board either in its own name as a party, or in the name of the City as a party, may intervene in any such proceedings.

Ninth—Said railway shall be constructed and operated in the latest approved manner of street railway construction and operation, and it is hereby agreed that the Board may require the Company to improve or add to the railway equipment, including rolling stock and railway appurtenances, from time to time, as such additions and improvements are necessary, in the opinion of the Board. Upon failure on the part of the Company to comply with the direction of the Board within a reasonable time, the right hereby granted shall cease and determine.

Tenth—Said railway shall be constructed, maintained and operated subject to the supervision and control of all the authorities of the City who have jurisdiction in such matters, as provided by the Charter of the City.

No construction upon said railway shall be commenced until written permits have been obtained from the proper City officials.

In any permits so issued such officials may also impose such conditions, as a condition of the granting of the same, as are necessary for the purpose of protecting any structures, in the streets and avenues, over which such officials have jurisdiction and the Company shall comply with such conditions.

The electrical equipment to be installed by the Company for the operation of the railway within the limits of the City, whether the same be upon streets and avenues or upon private property, shall be constructed and maintained under the supervision and control of the Commissioner of Water Supply, Gas and Electricity.

Eleventh—Said railway may be operated by overhead electric power substantially similar to the overhead electric system now in use by street surface railways in the Borough of Queens, or by any other motive power, except locomotive steam power or horse power, which may be approved by the Board, and consented to by the abutting property owners, in accordance with the provisions of law, and by the Public Service Commission for the First District of the State of New York.

Twelfth—Upon six (6) months' notice by the Board to the Company, all wires for the transmission of power, except trolley wires for the operation of the railway, upon all or any portion of the route hereby authorized, shall be placed in conduits beneath or along the side of the railway. The Company shall provide in such conduits two ducts not less than three (3) inches in diameter for the exclusive use of the City. Such conduits shall be used only by the Company for the operation of its railway and by the City as above.

Thirteenth—The rate of fare for any passenger upon said railway shall not exceed five (5) cents and the Company shall not charge any passenger more than five (5) cents for one continuous ride from any point on its road or on any road, line or branch operated by it or under its control, to any other point thereof, or any connecting branch thereof within the limits of the City unless a rate of fare in excess of five (5) cents may be lawfully charged therefor.

The Company shall carry free upon the railway hereby authorized during the term of this contract all members of the Police and Fire Departments of the City, when such employees are in full uniform.

Fourteenth—No cars shall be operated upon the railway hereby authorized other than passenger cars, cars for the transportation of express matter and cars necessary for the repair or maintenance of the railway, and no freight cars shall be operated upon the tracks of said railway.

The rate for the carrying of such property over the said railway upon the cars of the Company shall in all cases be reasonable in amount, subject to the control of the Board and may be fixed by the Board after notice to the Company and a hearing had thereon, and when so fixed such rates shall be binding upon the Company and no greater sums shall be charged for such service than provided for by it.

Fifteenth—The Company shall attach to each car run over the said railway proper fenders or wheel guards, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Sixteenth—All cars which are operated on said railway shall be heated during the cold weather, in conformity with such laws and ordinances as are now in force, or may hereafter, during the term of this contract, be enacted or adopted by the State or City authorities, or as may be required by resolution of the Board.

Seventeenth—All cars operated on said railway shall be well lighted by electricity, or by some lighting system equally efficient, or as may be required by resolution of the Board.

Eighteenth—Cars on the said railway shall run at intervals of not more than thirty (30) minutes both day and night, and as much oftener as reasonable convenience of the public may require, or as may be directed by the Board.

Nineteenth—The Company, so long as it shall continue to use any of the tracks upon the streets and avenues in which said railway shall be constructed, shall, when and as often as directed so to do by the President of the Borough, sprinkle the pavement or space between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof. The water necessary for such purpose shall be furnished free of charge by the City.

Twentieth—The Company shall at all times keep the streets and avenues upon which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails, on either side thereof, free and clear from ice and snow; provided, however, that the Company shall, at the option of the President of the Borough, enter into an agreement for each winter season, or part thereof, to clean an equivalent amount of street surface from house line to house line.

Twenty-first—As long as said railway, or any portion thereof, remains in any street or avenue, the Company shall pave and keep in permanent repair that portion of the surface of the street or avenue in which the said railway is constructed, between its tracks, the rails of its tracks and for a distance of two (2) feet beyond the rails on either side thereof, under the supervision of the local authorities, whenever required by them to do so, and in such manner as they may prescribe.

In case of the neglect of the Company to make pavement or repairs after the expiration of twenty (20) days' notice to do so from the President of the Borough, said President may make the same at the expense of the Company. And the City shall have the right to change the material or character of the pavement of any street or avenue, and in that event the Company shall be bound to replace such pavement in the manner directed by the proper City official, at its own expense, and the provisions as to repairs herein contained shall apply to such renewed or altered pavement.

Twenty-second—Any alteration to the sewerage or drainage systems, or to any other subsurface or to any surface structures in the streets, required on account of the construction or operation of the railway, shall be made at the sole cost of the Company, and in such manner as the proper City officials may prescribe.

Twenty-third—It is agreed that the right hereby granted to operate a street surface railway shall not be in preference or in hindrance to public work of the City, and should the said railway in any way interfere with the construction of public works in the streets and avenues, whether the same is done by the City directly or by a contractor for the City, the Company shall, at its own expense, protect or move the tracks and appurtenances in the manner directed by the City officials having jurisdiction over such public work.

Twenty-fourth—Should the grades or lines of the streets and avenues in which the railway is hereby authorized be changed at any time after the railway has been constructed and during the term of this contract, the Company shall, at its own expense, change its tracks and appurtenances to conform with such new grades and lines, and during the construction of any public improvement upon said streets and avenues the Company shall take care of and protect the tracks and appurtenances at its own expense, all to be done subject to the direction of the City official having jurisdiction over the construction of such change.

Twenty-fifth—The Company shall submit to the Board a report not later than November 1 of each year for the year ending September 30 next preceding, and at any other time, upon request of the Board, which shall state:

1. The amount of stock issued, for cash, for property.
2. The amount paid in as by last report.
3. The total amount of capital stock paid in.
4. The funded debt by last report.
5. The total amount of funded debt.
6. The floating debt as by last report.
7. The total amount of floating debt.
8. The total amount of funded and floating debt.
9. The average rate per annum of interest on funded debt.
10. Statement of dividends paid during the year.
11. The total amount expended for same.
12. The names of the directors elected at the last meeting of the corporation held for such purpose.
13. Location, value and amount paid for real estate owned by the company as by last report.
14. Location, value and amount paid for real estate now owned by the company.
15. Number of passengers carried during the year.
16. Total receipts of company for each class of business.
17. Amounts paid by the company for damage to persons or property on account of construction and operation.
18. Total expenses for operation, including salaries.

—and such other information in regard to the business of the Company as may be required by the Board.

Twenty-sixth—The Company shall at all times keep accurate books of account of the gross receipts from all sources within the limits of the City, and shall, on or before November 1 of each year, make a verified report to the Comptroller of the City of the business done by the Company, for the year ending September 30 next preceding, in such form as he may prescribe. Such report shall contain a statement of such gross receipts, the total miles in operation within the limits of the City and the miles of railway constructed and operated under this contract, and such other information as the Comptroller may require. The Comptroller shall have access to all books of the Company for the purpose of ascertaining the correctness of its report, and may examine its officers under oath.

Twenty-seventh—In case of any violation or breach or failure to comply with any of the provisions herein contained, or with any orders of the Board acting under the powers herein reserved, the franchise or consent herein granted, may be forfeited by a suit brought by the Corporation Counsel, on notice of ten (10) days to the Company, or at the option of the Board by resolution of said Board, which said resolution may contain a provision to the effect that the railway constructed and in use by virtue of this contract shall thereupon become the property of the City without proceedings at law or in equity. Provided, however, that such action by the Board shall not be taken until the Board shall give notice to the Company to appear before it on a certain day not less than ten (10) days after the date of such notice, to show cause why such resolution declaring the contract forfeited should not be adopted. In case the Company fails to appear, action may be taken by the Board forthwith. Any false entry in the books of the Company or false statement in the reports to the Comptroller as to a material fact knowingly made by the Company shall constitute such a violation or breach or failure to comply with the provisions herein contained as to warrant the forfeiture of the franchise.

Twenty-eighth—If the Company shall fail to give efficient public service at the rates herein fixed, or fail to maintain its structures and equipment as herein provided in good condition throughout the whole term of this contract, the Board may give notice to the Company specifying any default on the part of the Company, and requiring the Company to remedy the same within a reasonable time; and upon failure of the Company to remedy such default within a reasonable time, the Company shall, for each day thereafter during which the default or defect remains, pay to the City the sum of two hundred and fifty dollars ($250) as fixed or liquidated damages, or the Board, in case such structures or equipment which may affect the surface of the streets shall not be put in good condition within a reasonable time after notice by the Board as aforesaid shall have the right to make all needed repairs at the expense of the Company, in which case the Company shall pay to the City the amount of the cost of such repairs, with legal interest thereon, all of which sums may be deducted from the fund hereinafter provided for.

Twenty-ninth—The Company shall assume all liability for damages to persons or property occasioned by reason of the construction or operation of the railway authorized by this contract, and it is a condition of this contract that the City shall assume no liability whatsoever to either persons or property on account of the same, and the Company hereby agrees to repay to the City any damage which the City shall be compelled to pay by reason of any acts or default of the Company.

Thirtieth—This grant is upon the express condition that the Company, within thirty (30) days after the signing of this contract by the Mayor, and before anything is done in exercise of the rights conferred hereby, shall deposit with the Comptroller of the City the sum of one thousand seven hundred dollars ($1,700), either in money or securities, to be approved by him, which fund shall be security for the performance by the Company of all of the terms and conditions of this contract and compliance with all orders of the Board acting under the powers herein reserved, especially those which relate to the payment of the annual charges for the privilege hereby granted, the rendering of efficient public service at the rates herein fixed, the repairs of the street pavement, the removal of snow and ice, the quality of construction of the railway and the maintenance of the property in good condition throughout the whole term of this contract, and in case of default in the performance by the Company of such terms and conditions, or compliance with such orders or either or any of them, the City shall have the right to cause the work to be done and the materials to be furnished for the performance thereof after due notice, and shall collect the reasonable cost thereof from the said fund without legal proceedings; or after default in the payment of the annual charges, shall collect the same, with interest, from the said fund after ten (10) days' notice to the Company; or in case of failure to observe the said terms and conditions of this contract and orders of the Board, acting hereunder, relating to the headway, heating and lighting of cars, fenders, wheel-guards and watering of street pavements, the Company shall pay a penalty of fifty dollars ($50) per day for each day of violation, and the further sum of ten dollars ($10) per day for each car that shall not be properly heated, light or supplied with fenders or wheel-guards, in case of a violation of the provisions relating to those matters, all of which sums may be deducted from said fund.

The procedure for the imposition and collection of the penalties in this contract shall be as follows:

The Board, on complaint made, shall give notice to the Company, directing its President, or other officer to appear before the Board on a certain day not less than ten (10) days after the date of such notice, to show cause why the Company should not be penalized in accordance with the foregoing provisions. If the Company fails to make an appearance, or, after a hearing apears in the judgment of the Board to be in fault, said Board shall forthwith impose the prescribed penalty, or where the amount of the penalty is not prescribed herein, such amount as appears to the Board to be just, and without legal procedure direct the Comptroller to withdraw the amount of such penalty from the security fund deposited with him. In case of any drafts made upon the security fund the Company shall, upon ten (10) days' notice, pay to the City a sum sufficient to restore said security fund to the original amount of one thousand seven hundred dollars ($1,700), and in default thereof this contract shall be cancelled and annulled at the option of the Board, acting in behalf of the City. No action or proceeding or right under the provisions of this contract shall affect any other legal rights, remedies or causes of action belonging to the City. These provisions for the recovery of penalties are in addition to the right to forfeit the franchise conferred by Section 2, Twenty-seventh, of this contract.

Thirty-first—The words "notice" or "direction," wherever used in this contract, shall be deemed to mean a written notice or direction. Every such notice or direction to be served upon the Company shall be delivered at such office in the City as shall have been designated by the Company, or if no such office shall have been designated, or if such designation shall have for any reason become inoperative, shall be mailed in the City, postage prepaid, addressed to the Company at the City. Delivery or mailing of such notice or direction as and when above provided shall be equivalent to direct personal notice or direction, and shall be deemed to have been given at the time of delivery or mailing.

Thirty-second—The words "streets or avenues" and "streets and avenues" wherever used in this contract shall be deemed to mean "streets, avenues, highways, parkways, driveways, concourses, boulevards, bridges, viaducts, tunnels public places or any other property to which the City has title or over which the public has an easement" encountered in the route hereinabove described, and upon or in which authority is hereby given to the Company to construct a railway.

Thirty-third—If at any time the powers of the Board or any other of the authorities herein mentioned or intended to be mentioned, shall be transferred by law to any other board, authority, officer or officers, then and in such case such other board, authority, officer or officers, shall have all the powers, rights and duties herein reserved to or prescribed for the Board or other authorities, officer or officers.

SEC. 3. This grant is also upon the further and express condition that the provisions of Article 5 and other provisions of the Railroad Law, pertinent hereto, shall be strictly complied with by the Company.

SEC. 4. Nothing in this contract shall be construed as in any way limiting the present or future jurisdiction of the Public Service Commission under the Laws of the State of New York.

SEC. 5. The Company promises, covenants and agrees on its part and behalf to conform to and abide by and perform all the terms, conditions and requirements in this contract fixed and contained.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate and Apportionment of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed; and the party of the second part, by its officers, thereunto duly authorized, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF NEW YORK, By , *Mayor.*

[CORPORATE SEAL.]

Attest: , *City Clerk.*

THE BROOKLYN CITY RAILROAD COMPANY, By , *President.*

[SEAL.]

Attest: , *Secretary.*

(Here add acknowledgments.)

Resolved, That the results of the inquiry made by this Board as to the money value of the franchise or right proposed to be granted and the adequacy of the compensation proposed to be paid therefor, and of the terms and conditions, including the provisions as to rates, fares and charges, are as hereinbefore specified and fully set forth in and by the foregoing form of proposed contract for the grant of such franchise or right.

Resolved, That these preambles and resolutions, including the said resolution for the grant of a franchise or right applied for by The Brooklyn City Railroad Company, and the said form of a proposed contract for the grant of such franchise or right, containing said results of such inquiry, after the same shall be entered in the minutes of this Board, shall be published in full for at least fifteen (15) days immediately prior to Thursday, August 26, 1915, in the City Record, together with the following notice, to wit:

NOTICE IS HEREBY GIVEN that the Board of Estimate and Apportionment before authorizing any contract for the grant of the franchise or right applied for by The Brooklyn City Railroad Company and fully set forth and described in the foregoing form of proposed contract for the grant of such franchise or right, and before adopting any resolution authorizing such contract, will, at a meeting of said Board, to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on Thursday, August 26, 1915, at 10 o'clock A. M., hold a public hearing thereon at which citizens shall be entitled to appear and be heard.

Resolved, That a notice of such hearing, stating that copies of the proposed contract and resolution consenting thereto may be obtained by all those interested therein at the Bureau of Franchises, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, shall be published at least twice, at the expense of the proposed grantee during the ten (10) days immediately prior to Thursday, August 26, 1915, in the "Brooklyn Daily Eagle" and "New York Tribune," the two daily newspapers in which the petition and notice of hearing thereon have been published.

JAMES D. McGANN, Assistant Secretary. Room 1307, Municipal Building. Telephone, 4560 Worth.

Dated, New York, July 29, 1915. a9,26

BELLEVUE AND ALLIED HOSPITALS.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Board of Trustees in the Staff Room of Bellevue Hospital (entrance 415 E. 26th st.) until 12 o'clock noon on

TUESDAY, AUGUST 24, 1915,

FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY OR REQUIRED FOR THE PAINTING OF ALL PLASTER WALL AND CEILING SURFACES IN PAVILIONS "I" AND "K" OF THE NEW BELLEVUE HOSPITAL, SITUATED 26TH TO 29TH STREETS, FIRST AVENUE TO EAST RIVER, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

The time allowed for the completion of all the work included under this contract is one hundred and twenty (120) consecutive calendar days.

The security required will be four thousand dollars ($4,000). (Bonds not required with bids.)

As a condition precedent to the acceptance and consideration of a bid, a deposit of two hundred dollars ($200) must be made with the department, in accordance with section No. 420 of the Greater New York Charter, as explained in general instructions, last page of City Record.

Bids must be submitted upon blank forms prepared by the department.

No proposal, after it shall have been deposited with the department, will be allowed to be withdrawn for any reason whatever.

The bids will be compared and the contract awarded as soon thereafter as practicable, according to law.

Blank forms and further information may be obtained at the office of the Contract Clerk and Auditor, entrance No. 400 East 29th Street, Borough of Manhattan.

BOARD OF TRUSTEES, BELLEVUE AND ALLIED HOSPITALS, by JOHN W. BRANNAN, M. D., President. a13,24

☞See General Instructions to Bidders on last page, last column, of the "City Record."

PUBLIC SERVICE COMMISSION.

Invitation to Contractors.

For the Supply of Special Work, Order No. 4, for Use in the Construction of Rapid Transit Railroads.

Sealed bids or proposals for the supply of thirteen Portions of Special Work (Frogs and Switches) for use in the construction of rapid transit railroads will be received by the Public Service Commission for the First District at the office of said Commission at No. 154 Nassau Street, Borough of Manhattan, New York City, until the 18th day of August, 1915, at twelve fifteen (12:15) o'clock P. M., at which time and place or at a later date to be fixed by said Commission, the proposals will be publicly opened.

The Special Work is to be delivered in installments. The contractor must be prepared to deliver at least one portion of the Special Work on the expiration of two months after the delivery of the contract and must be prepared to deliver three more portions during the third month, four more portions during the fourth month and the remaining five portions during the fifth month, and must complete deliveries within five months after the delivery of the contract, except as otherwise provided in the form of contract.

A fuller description of the Special Work and other requirements, provisions and specifications are given in the Information for Contractors and in the form of contract, specifications, contract drawings, bond and Contractor's Proposal, which are to be deemed a part of this Invitation and copies of which may be inspected and purchased at said office of said Commission.

The receipt of bids will be subject to the requirements specified in said Information for Contractors.

New York, July 27, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, By EDWARD E. McCALL, *Chairman.*

TRAVIS H. WHITNEY, *Secretary.* a3,18

For the Supply of Special Work, Order No. 3, for Use in the Construction of Rapid Transit Railroads.

The Public Service Commission for the First District (hereinafter called the "Commission"), acting in behalf of The City of New York, invites proposals to supply Special Work (Frogs and Switches), Order No. 3, for use in the construction of rapid transit railroads.

A fuller description of the materials to be supplied is set forth, and other requirements, provisions, details and specifications are stated, in the form of contract and in the specifications and contract drawings therein referred to. Copies of the form of contract, specifications, contract drawings, bond and Contractor's Proposal may be inspected and purchased at the office of the Commission.

Sealed bids or proposals will be received at said office of the Commission at No. 154 Nassau Street, Borough of Manhattan, New York City, until the 18th day of August, 1915, at twelve fifteen (12:15) o'clock p. m., at which time and place, or at a later date to be fixed by the Commission, the proposals will be publicly opened.

The Materials are to be delivered in installments. The Contractor shall be ready to deliver at least one portion of the Special Work within two months from the date of the delivery of the contract and shall complete the delivery of all portions within five months from the date of the delivery of the contract and shall make the intermediate deliveries at a rate not less than the uniform rate between the first and last deliveries, except as otherwise provided in the form of contract.

Every proposal must, when submitted, be enclosed in a sealed envelope endorsed "*Proposal for Supplying Special Work, Order No. 3,*" and must be delivered to the Commission or its Secretary; and in the presence of the person submitting the proposal, it will be deposited in a sealed box, in which all proposals will be deposited.

Proposals must be in the form prescribed by the Commission. Every proposal must be accompanied by a certified check for five thousand dollars ($5,000). Certified checks submitted with proposals must be payable to the order of the Comptroller of The City of New York and must be drawn upon a national or state bank or trust company satisfactory to the Commission and having its principal office in New York City.

Deposits made by bidders whose proposals are not accepted will be returned within three (3) days after the contract is executed and delivered. The deposit of the successful bidder will be returned when the contract is executed and its provisions in respect of the bond or deposit are complied with.

No proposal, after it shall have been deposited with the Commission, will be allowed to be withdrawn for any reason whatever.

The award of the contract will be made by the Commission as soon as practicable after the opening of the proposals.

The right to reject any and all bids is reserved.

New York, July 16, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, By EDWARD E. McCALL, *Chairman.*

TRAVIS H. WHITNEY, *Secretary.* jy24,a18

For the Station Finish Work for Parts of the Seventh Avenue-Lexington Avenue and White Plains Road Rapid Transit Railroads.

SEALED BIDS OR PROPOSALS FOR THE construction of station finish for twenty-three stations on the Seventh Avenue-Lexington Avenue and White Plains Road Rapid Transit Railroads in the Borough of The Bronx will be received by the Public Service Commission for the First District (hereinafter called the "Commission") at the office of the Commission at No. 154 Nassau Street, Borough of Manhattan, New York City, until the 18th day of August, 1915, at twelve fifteen (12:15) o'clock P. M., at which time and place or a later date to be fixed by the Commission, the proposals will be publicly opened.

The stations for which said station finish is to be provided are twelve stations on that part of the Seventh Avenue-Lexington Avenue Rapid Transit Railroad beginning in City property on the east side of River Avenue south of East 157th Street and extending thence northerly over City property, River Avenue and Jerome Avenue to Woodlawn Road, and eleven stations on that part of the White Plains Road Rapid Transit Railroad beginning in the block bounded by West Farms Road, Devoe Avenue, East 180th Street and Bronx Street and extending thence easterly and northeasterly over the Bronx River, City property and intersecting streets to a point in East 180th Street between Bronx Park Avenue and Morris Park Avenue and thence northerly over City property, Birchall Avenue and White Plains Road to a point near East 241st Street.

The work to be done will also include certain work of constructing enclosures between stations.

The Contractor must begin work within thirty days after the delivery of the contract on such station or stations or other parts of said Railroads as the Engineer of the Commission may direct and shall begin work on any of the remaining stations or other parts of said Railroads within ten days after notice and shall complete all work within six months from the delivery of the contract, except as otherwise provided in the form of contract.

A fuller description of the work and other requirements, provisions and specifications are given in the Information for Contractors and in the form of contract, contract drawings, bond and Contractor's Proposal, which are to be deemed a part of this invitation and copies of which may be inspected and purchased at said office of the Commission.

The receipt of bids will be subject to the requirements specified in said Information for Contractors.

New York, July 20, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, By EDWARD E. McCALL, *Chairman.*

TRAVIS H. WHITNEY, *Secretary.* jy24,a18

For the Supply of Track Materials for Use in the Construction of Rapid Transit Railroads.

SEALED BIDS OR PROPOSALS FOR THE supply of track materials for use in the construction of rapid transit railroads will be received by the Public Service Commission for the First District at the office of said Commission at No. 154 Nassau Street, Borough of Manhattan, New York City, until the 18th day of August, 1915, at twelve fifteen (12:15) o'clock P. M., at which time and place or at a later date to be fixed by said Commission, the proposals will be publicly opened.

There are twelve classes of materials to be bid upon, namely, Cast Iron, Cut Track Spikes, Screw Spikes and Lag Screws, Bolts and Nuts, Felt Pads, Malleable Iron, Tie Plate A, Tie Plate B, Tie Plate C, Tie Plate D, Tie Plates E, F, G and H, and Tie Plates E-2, W and X. If any bidder desires to bid on more than one class of materials, he shall submit a separate proposal for each class of materials bid upon, and the award of the contract or contracts, if made, will be for each class separately.

The materials are to be delivered in lots. The first lot is to be ready for delivery within sixty days after the delivery of the contract and the remaining lots are to be delivered from time to time as called for and the deliveries are to be completed on or before December 31, 1916, except as otherwise provided in the form of contract.

A fuller description of said materials and other requirements, provisions and specifications are given in the Information for Contractors and in the form of contract, specifications, contract drawings, bond and Contractor's Proposal, which are to be deemed a part of this Invitation and copies of which may be inspected and purchased at said office of said Commission.

The receipt of bids will be subject to the requirements specified in said Information for Contractors.

New York, August 4, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by EDWARD E. McCALL, *Chairman.*

TRAVIS H. WHITNEY, *Secretary.* jy24,a18

For the Supply of Ties and Timber for Use in the Construction of Rapid Transit Railroads.

SEALED BIDS OR PROPOSALS FOR THE supply of treated and untreated ties and timber for use in the construction of rapid transit railroads will be received by the Public Service Commission for the First District, acting on behalf of The City of New York, at the office of said Commission at No. 154 Nassau Street, Borough of Manhattan, New York City, until the 18th day of August, 1915, at twelve fifteen (12:15) o'clock P. M., at which time and place

or at a later date to be fixed by said Commission, the proposals will be publicly opened.

There are two classes of materials to be bid upon, namely, treated ties and timber and untreated ties and timber. If any bidder desires to bid on both classes of materials he shall submit a separate proposal for each class, and the award of the contract or contracts, if made, will be for each class separately. The quantity of treated ties and timber desired is approximately one million eight hundred thousand feet board measure and the quantity of untreated ties and timber desired is approximately thirty-one million feet board measure.

The materials are to be delivered in lots. The first lot is to be ready for delivery within seventy days after the delivery of the contract and the remaining lots are to be delivered from time to time as called for, and the deliveries are to be completed on or before December 31, 1916, except as otherwise provided in the form of contract. The said Commission reserves the right to order a minimum quantity of the materials of one thousand feet board measure per shipment and a maximum quantity varying from a rate of ten thousand feet board measure per day to a rate of one hundred thousand feet board measure per day, as provided in the form of contract. The contractor must provide a storeyard in the vicinity of the City of New York at which he shall keep on hand a sufficient supply of materials to insure prompt deliveries. Each bidder shall state definitely in his proposal the location of said storeyard.

The materials are to be delivered at points designated by the Engineer of the Commission along the Dual System of Rapid Transit Railroads of New York City. Each bidder shall state in his proposal, in addition to the prices for the materials, prices for hauling said materials from said storeyard to the points of delivery.

A fuller description of said materials and other requirements, provisions and specifications are given in the Information for Contractors and in the form of contract, specifications, contract drawings, bond and contractor's Proposal, which are to be deemed a part of this Invitation and copies of which may be inspected and purchased at said office of said Commission.

The receipt of bids will be subject to the requirements specified in said Information for Contractors.

New York, July 20, 1915.

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT, by EDWARD E. McCALL, *Chairman*.

TRAVIS H. WHITNEY, *Secretary*. jy24,a18

DEPARTMENT OF CORRECTION.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the Commissioner of Correction at Municipal Building, Manhattan, until 11 o'clock a. m., on

THURSDAY, AUGUST 26, 1915,

FURNISHING AND DELIVERING CLAMS.

The time for the delivery of the articles, materials and supplies and the performance of the contract is on or before Dec. 31, 1915.

The amount of security required is thirty (30) per cent. of the amount of the bid or estimate.

The bidder will state the price for each item or article contained in the specifications or schedules herein contained or hereto annexed, per pound, ton, dozen, gallon, yard or other unit of measure, by which the bids will be tested. The extensions must be made and footed up, as the bids will be read from the totals and awards made to the lowest bidder on each item.

Bids must be submitted in duplicate, each in a separate envelope. No bid will be accepted unless this provision is complied with.

Delivery will be required to be made at the time and in the manner and in such quantities as may be directed.

Blank forms and further information may be obtained at the office of the Department of Correction, the Borough of Manhattan, Municipal Building, New York City.

KATHARINE BEMENT DAVIS, Commissioner.

Aug. 16, 1915. a16,26

☞**See General Instructions to Bidders on last page, last column, of the "City Record."**

BOROUGH OF RICHMOND.

Proposals.

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Richmond at Borough Hall, St. George, New Brighton, S. I., until 12 o'clock M., on

TUESDAY, AUGUST 24, 1915,
Borough of Richmond.

NO. 1. FOR REGULATING AND REPAVING, TO THE ESTABLISHED GRADE, WITH GRANITE BLOCK PAVEMENT ON A CONCRETE FOUNDATION, THE SOUTH WING OF RICHMOND TERRACE FROM HARBOR ROAD TO WESTERN AVENUE, TERMINATING TWO FEET FROM THE SOUTH RAIL OF THE RAILROAD TRACKS, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

6,450 square yards of granite block pavement, including sand bed and laid with cement grout joints, with one (1) year maintenance.

1,200 cubic yards of concrete foundation.

13 cubic yards of concrete, in forms.

10 cubic yards of reinforced concrete.

1 cubic yard of brick masonry.

520 linear feet of new 4" x 16" bluestone curbstone, furnished and set.

2,080 linear feet of old bluestone curbstone, redressed, rejointed and reset.

2,600 square feet of old sidewalk, relaid.

20 linear feet of roof leader outlets, relaid.

The time for the completion of the work and the full performance of the contract is one hundred and twenty (120) days.

The amount of security required is Ten Thousand Five Hundred Dollars ($10,500.00).

NO. 2. FOR REGULATING AND REPAVING WITH BITUMINOUS CONCRETE ON PRESENT FOUNDATION, AND WITH NAPPED GRANITE BLOCK WITH CEMENT GROUT JOINTS AND SAND CUSHION ON CONCRETE FOUNDATION, THE ROADWAY OF CLOVE ROAD FROM RICHMOND TURNPIKE TO BROADWAY, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

6,800 square yards of bituminous concrete pavement, with five (5) years maintenance.

6,800 square yards of old foundation, prepared.

1,800 square yards of napped granite block pavement, including sand bed and laid with cement grout joints, with five (5) years maintenance.

440 cubic yards of concrete foundation.

500 linear feet of bluestone header, reset.

6,500 linear feet of granite block header, in place.

700 cubic yards of broken stone, furnished and placed.

250 cubic yards of screenings, furnished and placed.

The time for the completion of the work and the full performance of the contract is sixty (60) days.

The amount of security required is Six Thousand Dollars ($6,000.00).

NO. 3. FOR RECONSTRUCTING SEWER OUTLET AT TAYLOR STREET, BOROUGH OF RICHMOND, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

144 linear feet of 20" C. I. pipe, furnished, laid and calked, including excavation and backfilling.

192 linear feet of 20" C. I. pipe, recovered, relaid and calked, including excavation and backfilling.

1,800 linear feet of piles, furnished, driven and cut.

1,400 B. M. feet of yellow pine timber for caps and blocks, furnished and secured in place, as per section on plan of the work.

28 pieces of galvanized bands, furnished and secured in place, as per section on plan of the work.

2,000 B. M. feet of sheeting, retained.

The time for the completion of the work and the full performance of the contract is forty (40) days.

The amount of security required is One Thousand Dollars ($1,000.00).

The contracts must be bid for separately, and the bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

Bidders are requested to make their bids or estimates upon the blank forms prepared by the President, a copy of which, with the proper envelope in which to enclose the bid, can be obtained upon application therefor at the office of the Commissioner of Pub. Wks. The plans and the contract, including the specifications, in the form approved by the Corporation Counsel, may be seen and other information obtained at the office of the Commissioner of Public Works, Borough of Richmond, Borough Hall, St. George, S. I. CALVIN D. VAN NAME, President.

New York, August 7th, 1915. a13,24

☞**See General Instructions to Bidders on last page, last column, of the "City Record."**

SEALED BIDS OR ESTIMATES WILL BE received by the President of the Borough of Richmond at Borough Hall, St. George, New Brighton, S. I., until 12 o'clock M., on

TUESDAY, AUGUST 17, 1915,
Borough of Richmond.

NO. 1. FOR CONSTRUCTING CEMENT SIDEWALKS ON BOTH SIDES OF GUYON AVENUE (OAKWOOD) BETWEEN THE STATEN ISLAND RAILWAY TRACKS AND MILL ROAD, TOGETHER WITH ALL WORK INCIDENTAL THERETO.

The Engineer's estimate of the quantity and quality of the material and the nature and extent, as near as possible, of the work required is as follows:

9,815 square feet of cement sidewalk, to furnish and lay.

The time for the completion of the work and the full performance of the contract is twenty (20) days.

The amount of security required is Six Hundred Dollars ($600.00).

The contracts must be bid for separately, and the bids will be compared and the contract awarded at a lump or aggregate sum for each contract.

Bidders are requested to make their bids or estimates upon the blank form prepared by the President, a copy of which, with the proper envelope in which to enclose the bid, can be obtained upon application therefor at the office of the Commissioner of Pub. Wks. The plans and the contract, including the specifications, in the form approved by the Corporation Counsel, may be seen and other information obtained at the office of the Commissioner of Public Works, Borough of Richmond, Borough Hall, St. George, S. I. CALVIN D. VAN NAME, President.

New York, Aug. 3rd, 1915. a6,17

☞**See General Instructions to Bidders on last page, last column, of the "City Record."**

SUPREME COURT — FIRST DEPARTMENT.

Filing Final Reports.

FIRST DEPARTMENT.

In the matter of the application of The City of New York, realtive to acquiring title, wherever the same has not been heretofore acquired for the same purpose in fee, to the lands, tenements and hereditaments required for the opening and extending of ROSEDALE AVENUE, between Westchester Avenue and West Farms Road, in the 24th Ward, Borough of The Bronx, City of New York; COMMONWEALTH AVENUE, between Westchester Avenue and West Farms Road, in the 24th Ward, Borough of The Bronx, City of New York; ST. LAWRENCE AVENUE, between Westchester Avenue and West Farms Road, in the 24th Ward, Borough of The Bronx, City of New York; TAYLOR AVENUE (formerly Harrison Avenue), between Westchester Avenue and West Farms Road, in the 24th Ward, Borough of The Bronx, City of New York; LELAND AVENUE (formerly Saxe Avenue), between Westchester Avenue and West Farms Road, in the 24th Ward, Borough of The Bronx, City of New York; BEACH AVENUE (formerly 173d Street), between Gleason Avenue and West Farms Road, in the 24th Ward, Borough of The Bronx, City of New York; THERIOT AVENUE (formerly 175th Street), between Gleason Avenue and West Farms Road, in the 24th Ward, Borough of The Bronx, City of New York, as amended by an order of the Supreme Court of the State of New York, First Department, duly entered and filed in the office of the Clerk of the County of New York on the 15th day of February, 1910, by excluding therefrom Beach Avenue, Taylor Avenue, Theriot Avenue and Leland Avenue, in accordance with the resolution of the Board of Estimate and Apportionment adopted on the 3rd day of December, 1909, and as further amended and corrected by an order of the Supreme Court of the State of New York, First Department, duly entered and filed in the office of the Clerk of the County of New York, on the 1st day of August, 1911, in accordance with the resolution of the Board of Estimate and Apportionment, adopted on the 23rd day of February, 1911, so as to make Rosedale Avenue relate to the map adopted by the Board of Estimate and Apportionment on January 12, 1911, and approved by the Mayor on January 23, 1911.

NOTICE IS HEREBY GIVEN THAT THE supplemental and amended final report of the Commissioner of Assessment in the above entitled matter will be presented for confirmation to the Supreme Court of the State of New York, First Department, at a Special Term thereof, Part I, to be held in the County Court House in the Borough of Manhattan, in The City of New York, on the 20th day of August, 1915, at 10.30 o'clock in forenoon of that day; and that the said supplemental and amended final report has been deposited in the office of the Clerk of the County of Bronx, East 161st Street and 3rd Avenue, there to remain for and during the space of five days, as required by law.

Dated New York, August 13th, 1915.

EDWARD H. NICOLL, Commissioner of Assessment.

JOEL J. SQUIER, Clerk. a13,18

SUPREME COURT — SECOND DEPARTMENT.

Application for Appointment of Commissioners.

SECOND DEPARTMENT.

In the matter of acquiring title by The City of New York to certain lands and premises situated on the westerly side of EGBERT AVENUE, northerly side of SAW MILL ROAD and the easterly side of MANOR ROAD, in the Second Ward of the Borough of RICHMOND, in the City of New York, duly selected as a site for an addition to the Seaview Hospital, in the Borough of Richmond, according to law.

PURSUANT TO THE STATUTES IN SUCH case made and provided, notice is hereby given that it is the intention of the Corporation Counsel of the City of New York to make application to the Supreme Court of the State of New York at a Special Term thereof for the Hearing of Contested Motions, to be held in and for the County of Kings at the County Court House in the Borough of Brooklyn, City of New York, on the 24th day of August, 1915, at the opening of court on that day, or as soon thereafter as counsel can be heard thereon, for the appointment of Commissioners of Estimate and Appraisal in the above entitled matter.

The nature and extent of the improvement hereby intended is the acquisition of title in fee simple absolute by The City of New York to certain lands and premises with the buildings thereon and the appurtenances thereunto belonging, situated in the block bounded by Saw Mill Road, Egbert Avenue and Manor Road, in the Second Ward of the Borough of Richmond, City of New York, excepting therefrom all such portions of said block and interests therein as are now owned by The City of New York, the same to be converted, appropriated and used as the site for an addition to the Seaview Hospital, in the Borough of Richmond. Said lands and premises so to be acquired are bounded and described as follows:

All the lands and premises situate in the Second Ward, Borough and County of Richmond, State of New York:

Beginning at the corner formed by the intersection of the westerly side of Egbert avenue with the northerly side of Saw Mill road, running thence westerly along the said northerly side of Saw Mill road to the intersection of the said northerly side of Saw Mill road with the easterly side of Manor Road, running thence northerly and easterly along the easterly and southerly sides of Manor road as it winds and turns to its intersection with the westerly side of Egbert avenue, running thence southerly along the said westerly side of Egbert avenue to the point or place of beginning—

Excepting therefrom all such portions thereof and interests therein as are now owned by The City of New York.

New York August 10, 1915.

FRANK L. POLK, Corporation Counsel, Hall of Records, Manhattan, New York City. a10,20

NOTICE TO BIDDERS AT SALES OF OLD BUILDINGS, ETC.

TERMS AND CONDITIONS UNDER WIHCH BUILDINGS, ETC., WILL BE SOLD FOR REMOVAL FROM CITY PROPERTY.

THE BUILDINGS AND APPURTENANCES thereto will be sold to the highest bidder, who must pay cash or certified check, drawn to the order of the Comptroller of The City of New York, and must also give a certified check or cash in half the amount of the purchase price as security for the faithful performance of the terms and conditions of the sale. Where the amount of the purchase price does not equal or exceed the sum of $50, the sum of $50 shall be the amount of the security to be deposited. This security may at any time after the expiration of the contract period be applied by the City to the cost of completing any of the work required under the contract, but unfinished at the expiration of the contract period.

The purchaser shall not lease, occupy, cause or permit the building or buildings, etc., purchased by him to be used or occupied for any purpose other than that of their speedy removal, nor shall he collect any rental or other revenue for the use of either the land or the buildings, etc., situated thereon. The breach of either or any of these conditions shall forthwith void the sale and cause immediate forfeiture of the purchase money and the security deposited for the faithful performance of the conditions of the sale. The placing therein or permitting the occupancy of any such building by any tenant free, for rent or otherwise, excepting the necessary watchmen or the workmen engaged in the actual demolition thereof, shall of itself be a breach of the above conditions of sale.

The sale will be as of the condition of the property on date of delivery thereof to the purchaser. The City of New York will not be responsible for any change or loss which may occur in the condition of the buildings, or their appurtenances between the time of the sale thereof and the time of delivering possession to the purchaser, after being properly vacated of all tenants. The sale and delivery to purchaser will be made as nearly together as the circumstances of vacating the structures of their tenants will permit.

All the material of the buildings, sheds, walks, structures and cellars of whatsoever nature, with their exterior and interior fixtures, appurtenances and foundations of all kinds, except the exterior walls of the buildings and their foundations and the sidewalks and curb in front of said buildings, extending within the described area, shall be torn down and removed from the premises. None of the dirt, debris or waste resulting from demolition shall be allowed to remain on the premises, except old mortar or plaster only, which may be left, but not higher at any point than two feet below the curb opposite that point. The exterior walls and their foundations shall be taken down only to a plane whose elevation shall be the level of the curb in front of the building. Where there is no curb the elevation of the surrounding ground shall be considered curb level. All wells, cesspools, sinks, etc., existing on the property must be filled to the level of the surrounding ground with clean earth.

The purchaser at the sale shall also withdraw and remove all abandoned water taps and old service mains, and in place thereof cause to be inserted a brass plug in the main water pipe in the street, in compliance with the rules and regulations of the Department of Water Supply, Gas and Electricity, and furnish the Department of Finance with a certificate from the Department of Water Supply, Gas and Electricity that this has been performed.

The purchaser at the sale shall also remove all house sewer connections to the main sewer in the street and the openings of the main sewer in street shall be properly closed in compliance with the directions of the Bureau of Sewers in the Borough in which the buildings are situated, and furnish the Department of Finance with a certificate from the Bureau of Sewers that the work has been properly performed.

The permit for all opening in the street to be obtained by and at the expense of the purchaser of the building.

Failure to remove said buildings, appurtenances, or any part thereof, within thirty days from the day of possession will work forfeiture of ownership of such buildings, appurtenances, or portion as shall then be left standing, together with all moneys paid by said purchaser on account thereof at the time of the sale, and the bidder's assent to the above conditions being understood to be implied by the act of bidding, and The City of New York will, without notice to the purchaser, cause the same to be removed, and the cost and expense thereof charged against the security above mentioned.

The work of removal must be carried on in every respect in a thorough and workmanlike manner, and must be completed within thirty days from the day of possession, and the successful bidder will provide and furnish all materials of labor and machinery necessary thereto, and will place proper and sufficient guards and fences and warning signs by day and night for the prevention of accidents, and will indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against any and all suits and actions, claims and demands of every name and description brought against it, them or any of them, and against and from all damage and costs to which it, they or any of them be put by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work, or in guarding the same, or from any improper or defective materials or machinery, implements or appliances used in the removal of said buildings.

Where party walls are found to exist between buildings purchased by different bidders, the materials of said party walls shall be understood to be equally divided between the separate purchasers.

Party walls and fences, when existing against adjacent property not sold, shall not be taken down. All furrings, plaster, chimneys, protecting brick, etc., on the faces of such party walls are to be taken down and removed. The walls shall be made permanently self-supporting, beam holes, etc., bricked up, and the wall pointed and made to exclude wind and rain and present a clean exterior. The roofs and adjacent buildings shall be properly flashed and painted and made watertight where they have been disturbed by the operations of the Contractor.

The Comptroller of The City of New York reserves the right on the day of sale to withdraw from sale any of the buildings, parts of buildings and machinery included therein, or to reject any and all bids; and it is further

Resolved, That, while the said sale is held under the supervision of the Commissioners of the Sinking Fund, the Comptroller is authorized to cause the sale to be advertised and to direct the sale thereof as financial officer of the City.

PROPOSALS FOR BIDS AND ESTIMATES FOR THE CITY OF NEW YORK.

NOTICE TO CONTRACTORS.

GENERAL INSTRUCTIONS TO BIDDERS.

The person or persons making a bid or estimate for any services, work, materials or supplies for The City of New York, or for any of its departments, bureaus or offices, shall furnish the same in a sealed envelope, indorsed with the title of the supplies, materials, work or services for which the bid or estimate is made, with his or their name or names and the date of presentation to the President or Board or to the head of the Department at his or its office, on or before the date and hour named in the advertisement for the same, at which time and place the estimates reecived will be publicly opened by the President or Board or head of said Department and read, and the award of the contract made according to law as soon thereafter as practicable.

Each bid or estimate shall contain the name and place of residence of the person making the same, and names of all persons interested with him therein, and, if no other person be so interested, it shall distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair and without collusion or fraud, and that no member of the Board of Aldermen, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of The City of New York is, shall be or become interested, directly or indirectly, as contacting party, partner, stockholder, surety or otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party or parties making the estimate that the several matters stated herein are in all respects true.

No bid or estimate will be considered unless as a condition precedent to the reception or consideration of any proposal, it be accompanied by a certified check upon one of the State or National banks of The City of New York, drawn to the order of the Comptroller, or money or corporate stock or certificates of indebtedness of any nature issued by The City of New York, which the Comptroller shall approve as of equal value with the security required in the advertisement to the amount of not less than three nor more than five per centum of the amount of the bond required, as provided in section 420 of the Greater New York Charter.

The amount shall be as specified in the proposals or instructions to bidders and shall not be in excess of 5 per cent.

The certified check or money should not be inclosed in the envelope containing the bid or estimate, but should be either inclosed in a separate envelope addressed to the head of the Department, President or Board, or submitted personally upon the presentation of the bid or estimate.

For particulars as to the quantity and quality of the supplies, or the nature and extent of the work, reference must be made to the specifications, schedules, plans, etc., on file in the said office of the President, Board or Department.

No bid shall be accepted from or contract awarded to any person who is in arrears to The City of New York upon debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation of the City.

The contract must be bid for separately.

The right is reserved in each case to reject all bids or estimates if it is deemed to be for the interest of the City so to do.

Bidders will write out the amount of their bids or estimates in addition to inserting the same in figures.

Bidders are requested to make their bids or estimates upon the blank forms prepared and furnished by the City, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained uopn application therefor at the office of the Department for which the work is to be done. Plans and drawings of construction work may also be seen there.