

SPECIAL MEETING

**Wednesday, September 20, 1939,
12:00 P. M.**

The Common Council of the City of Indianapolis met in the Council Chamber at the City Hall, Wednesday, September 20, 1939, at 12:00 P. M., with President Joseph G. Wood in the chair, pursuant to the following call:

To the Members of the Common Council,
Indianapolis, Indiana.

Gentlemen:

You are hereby notified that there will be a **SPECIAL MEETING** of the **COMMON COUNCIL** held in the Council Chamber on Wednesday, September 20, 1939, at 12:00 P. M. The purpose of such **SPECIAL MEETING** being to introduce General Ordinance No. 74 and Special Ordinance No. 9 for consideration by the Common Council.

Respectfully,

JOS. G. WOOD,
President, Common Council.

I, John M. Layton, Clerk of the Common Council of the City of Indianapolis, Indiana, do hereby certify that I have served the above and foregoing notice to each and every member of the Common Council prior to the time of such **SPECIAL MEETING**, pursuant to the rules.

In Witness Whereof, I have hereunto affixed my signature and caused the seal of the City of Indianapolis to be affixed.

JOHN M. LAYTON,
City Clerk.

[SEAL]

Which was read.

The Clerk called the roll.

Present: Six members, viz: Albert O. Deluse, Dr. Walter E. Hemphill, F. B. Ransom, Ernest C. Ropkey, Guy O. Ross, President Joseph G. Wood.

Absent: Three members, viz: Ollie A. Bach, Harmon A. Campbell, Ralph F. Moore.

The reading of the journal was dispensed with on motion of Mr. Ransom, seconded by Mr. Deluse.

COMMUNICATIONS FROM CITY OFFICIALS

September 18, 1939.

To the Honorable President and Members
of the Common Council
of the City of Indianapolis.

Gentlemen:

Attached herewith you will find copies of General Ordinance No. 74, 1939, providing for the approval of a ten (10) year contract entered into by the Indianapolis Power and Light Company and the City of Indianapolis through its Board of Public Works and Sanitation for street lighting.

The Board of Public Works and Sanitation respectfully recommends the passage of this ordinance.

Very truly yours,

BOARD OF PUBLIC WORKS AND SANITATION,

M. H. WALPOLE,

Executive Secretary.

September 18, 1939.

To the Honorable President and Members
Common Council
City of Indianapolis.

Gentlemen:

Attached hereto you will find copies of Special Ordinance No. 9, 1939, providing for the sale of certain lighting equipment owned and/or being purchased by the City of Indianapolis. According to the contract for electric current for lighting and power entered into by the Indianapolis Power and Light Company and the City

of Indianapolis through its Board of Public Works and Sanitation on September 6, 1939, which contract is now awaiting your approval, the Indianapolis Power and Light Company will hereafter furnish all lighting equipment and the lighting provided to be sold in this ordinance will no longer be needed by the city of Indianapolis.

The Board of Public Works and Sanitation respectfully recommends the passage of this ordinance.

Very truly yours,

BOARD OF PUBLIC WORKS AND SANITATION,

M. H. WALPOLE,

Executive Secretary.

INTRODUCTION OF GENERAL ORDINANCES

By the Board of Public Works and Sanitation:

GENERAL ORDINANCE No. 74, 1939

AN ORDINANCE ratifying, confirming and approving the contract entered into on the 6th day of September, 1939, by and between the Indianapolis Power & Light Company, a corporation, and the City of Indianapolis, Indiana, by and through its Board of Public Works and Sanitation, with the approval of its Mayor, for lighting public streets, places and buildings, and for furnishing electric current and power.

WHEREAS, heretofore, to-wit: on the 6th day of September, 1939, the City of Indianapolis, by and through its Board of Public Works and Sanitation, with the approval of its Mayor, entered into the following contract and agreement with the Indianapolis Power & Light Company, a corporation, to-wit:

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the foregoing contract and agreement, made and entered into by and between the Indianapolis Power & Light Company, a corporation, and the City of Indianapolis, on the 6th day of September, 1939, be and the same is hereby in all things ratified, confirmed and approved.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the mayor.

**STREET LIGHTING
CONTRACT
CITY OF INDIANAPOLIS
BOARD OF
PUBLIC WORKS AND SANITATION
1939**



PUBLIC LIGHTING CONTRACT

THIS MEMORANDUM OF AGREEMENT, made and entered into, in duplicate, this 6th day of September, 1939, by and between the INDIANAPOLIS POWER & LIGHT COMPANY, a corporation, organized and existing under the laws of the State of Indiana, hereinafter called the COMPANY, and the CITY OF INDIANAPOLIS, County of Marion, State of Indiana, by and through its Board of Public Works and Sanitation, hereinafter called the BOARD, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all acts supplemental or amendatory, thereto, WITNESSETH:

1. AGREEMENT:

That the Company, in consideration of the payments of the several sums of money, as hereinafter set forth, hereby covenants and agrees to furnish and supply said City of Indianapolis, in its corporate capacity, with electric lights of the number, kind and standard hereinafter specified, and to furnish and supply current for light and power for all public buildings, public equipment and other public places, including maintenance as specified herein, upon the conditions and stipulations and subject to the limitations as hereinafter set forth; and the City, on its part, expressly covenants and agrees that it will not use light or power for the above purposes from any other source during the term of this contract, except that the City may continue to generate and furnish light and power for such of its own requirements as it is now supplying, including, in addition thereto, any additions or enlargements to its Sanitation Plant and/or any of its City Hospital Medical Center Units.

2. COMPANY TO FURNISH EQUIPMENT:

That the Company shall furnish for use in the performance of this contract, all the necessary materials, labor, plant, machinery and appliances, and construct, operate and maintain the same in such streets, avenues, alleys, subways and other public places in said city in such manner as the Board may from time to time direct during the life of this contract: Provided, however, that the number of lights to be operated and maintained by the Company shall not be at any time less than the amount set forth in the specifications attached hereto and made a part of this contract.

3. TERM OF CONTRACT:

That the contract term for lighting the streets, avenues, alleys and other public places of the City as herein provided, shall begin at 12 o'clock noon on the 10th day of October, 1939, and continue for and during the term of ten (10) years, ending at 12 o'clock noon on the 10th day of October, 1949.

4. WORK IN STREETS AND ALLEYS—MOVING POLES:

The work of construction, reconstruction or repair of any such part of the Company's plant and equipment as is located in any part of the streets, alleys and other public places, including the cutting into and repair of streets and pavement, the location or relocation of plant, lines, lamps, poles, conduits and all other equipment in the public streets, alleys, places and buildings, shall be done under the supervision and subject to the approval of the Board.

The Board reserves the right to order changes from time to time in the location of any part of the Street Lighting System, or other equipment described in the Specifications hereinafter referred to, whenever such equipment is obstructing public improvements proposed by the City. The Company agrees that it will move, upon written direction of the Board, a maximum of ten (10) light standards and twenty-five (25) overhead light poles (with equipment) each year during the term of this contract without making any charge for such changes.

In case the Company shall neglect or refuse to obey such orders of the Board with respect to moving poles without charge, the Board is hereby authorized to perform such work and charge the costs thereof to the Company, and may deduct the same from any moneys due or which may become due to the Company.

All other changes in location of portions of Company's Street Lighting System or other equipment described in the Specifications and located in streets, alleys or other public places necessitated by proposed public improvements shall be made by the Company at the expense of the City, such expense to be estimated in advance by the Company upon the basis set out in Section 7 of said Specifications.

No standards, poles, guy studs or other portion of the Company's Street Lighting System now located in streets, alleys or other public places, or which may hereafter be located therein with the approval or at the direction of the Board, shall be relocated to suit the convenience of any private person, except upon written order of

the Board. The expense of such change or relocation shall be estimated in advance by the Company, subject to the approval of the Board; and the Board, in the order directing the change, shall determine and fix the portion of such expense that the person requesting such change shall pay to the Company as a condition precedent to the same. The Company agrees that it will as nearly as possible restore or cause to be restored, all streets, alleys and other public places to the same condition after the completion of any of its work, as they were in before being disturbed; that it will at all times make or cause to be made, any and all repairs which may be necessary to any pavement or any street, alley or other public place by reason of the same having been excavated or disturbed by the Company in the prosecution of its work; that it will not, except upon emergencies, cut or enter into any street, alley or other public place without having first prepared and filed with the Board, maps, plans and specifications, showing what is contemplated, and having obtained the written consent, approval and permit of the Board thereto, and having paid the permit fees required by ordinance.

5. PROTECTION ON WORK:

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

6. CITY RESERVES RIGHTS IN STREETS:

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

7. COMPANY TO CONFORM TO ORDINANCES:

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

8. CONTRACT SUBJECT TO LAWS AND ORDINANCES:

That this contract in all matters not herein specified, shall be subject to the provisions of the Acts of the General Assembly of the State of Indiana and the Ordinances of the Common Council of the City of Indianapolis, so far as they are applicable thereto.

9. INDEMNITY ON PATENTS AND SUITS:

That the Company shall indemnify and save harmless the City of Indianapolis, its officers and employees, from the payment of any and all damages, costs, expense, royalties, patent fees, attorneys' fees or any sum of money whatsoever by reason of any actions, claims, demands, rights of action or proceedings arising out of any infringement or alleged infringement or use of any patent or patented, or copyrighted device, article, system or arrangement that may be used by the Company in the execution of this contract. The Company agrees to indemnify and save harmless the City of Indianapolis, its officers and employees, from all loss and expense originating from claims, demands, causes of action and actions of any kind or description resulting from or connected with the construction, repair, maintenance or operation of its plant and system or any part thereof, on account of any acts of omission or commission of the Company or its employees or agents in the conduct of its business and in the performance of this contract; but the Company shall have reasonable written notice of any claim or action or suit brought against the City, its officers or employees, on account of any such matters and the right to appear and defend against the same and demand and prosecute appeals therein, and upon such written notice by the City, the Company shall appear and defend such action and pay any expense incurred and costs and any final judgment that may be recovered therein against the City.

10. SPECIFICATIONS:

This contract is based upon certain detailed specifications which are set forth or referred to in Exhibit A, said exhibit being attached hereto and, by reference, made a part hereof.

11. RATES FOR SERVICE:

The City shall pay to the Company as full compensation for service supplied, as specified herein and in the specifications hereinbefore referred to, sums of money at the rates set forth in Exhibit B, said exhibit being attached hereto, and, by reference, made a part hereof.

12. BILLS PAYABLE:

The rates or sums due the Company for performing service, according to the terms of this contract and at the prices hereinbefore stipulated, shall be due and payable in monthly installments; the amount for service for any one month shall be due upon presentation of bill and shall be payable within thirty (30) days from date thereof. It is further agreed and stipulated that all forfeitures accruing and due the City for any reason from time to time under this contract, shall first be deducted from the rates or sums to be so paid by the City. Bills will be rendered by the Company to the Board monthly for services rendered under this Agreement. Prices quoted hereinbefore are net and are subject to a three percent (3%) collection charge when not paid to the Company within thirty (30) days after date of bill.

13. ARBITRATION:

In the event of any disagreement or controversy which may arise or is in dispute under and respecting the interpretation of this contract, such disagreement or controversy shall be referred, upon written request of either party and notice thereof presented to the other party, to a Board of Arbitration appointed in the following manner:

One member of the Board of Arbitration shall be named by the Board; one member of the Board of Arbitration shall be named by the Company, and these two so named, shall name a third member of the Board of Arbitration. In the event that the two members of the Board of Arbitration do not within a period of ten days after their appointment jointly name the third member of the Board of

Arbitration, then such third member of the Board of Arbitration, upon written application of either party hereto, shall be appointed by the Chairman of the Public Service Commission of Indiana, who shall also fix the compensation to be paid him for any services performed and which shall be binding upon both parties. The Board of Arbitration so constituted shall have submitted to it all the facts and testimony with regard to such disagreement or controversy. After full hearing, at which all parties interested shall have the right to be present and heard, the majority decision of the Board of Arbitration shall be final and binding upon the City and the Company. The expense of such arbitration, including the services of such third Arbitrator, shall be borne by the party requesting it, except where the Arbitrators decide for such party, whereupon such expense shall be equally divided by the City and the Company but each party shall pay its own appointee at all times. Any expense chargeable to the City for such arbitration shall be paid from any funds available therefor.

14. SUBJECT TO PUBLIC SERVICE COMMISSION:

This contract, including rates and service fixed herein and all amendments thereto and all ordinances passed by the City of Indianapolis, concerning the subject matter of such rates, shall be subject in all respects, where so provided by law, to the rules, regulations and orders of the Public Service Commission of the State of Indiana, or any other body established by law, succeeding to the power now or hereafter exercised by said Commission.

15. ASSIGNMENT:

Neither party shall assign, transfer or sublet any of the privileges granted in this contract without the written consent of the other party; but it shall be otherwise binding upon the parties, their successors and assigns.

16. EXECUTION:

The execution of this contract by the duly authorized officers of the Indianapolis Power & Light Company, with the affixing of its corporate seal, has been authorized by resolution duly adopted by its Board of Directors and said City of Indianapolis has authorized the same by and through its said Board and with approval of its Mayor and Common Council.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals in duplicate, this 6th day of September, 1939.

INDIANAPOLIS POWER & LIGHT COMPANY

By H. T. PRITCHARD,
Its President.

(Corp. Seal)

ATTEST:

ELMER E. SCOTT,
Its Secretary

CITY OF INDIANAPOLIS, INDIANA

By LOUIS C. BRANDT

LEO F. WELCH

C. O. BRITTON

M. E. TENNANT

Its Board of Public Works and Sanitation.

ATTEST:

M. H. WALPOLE,
Its Secretary

APPROVED:

R. H. SULLIVAN,
Mayor of City of Indianapolis

EXHIBIT A
SPECIFICATIONS

1. ORNAMENTAL STANDARDS AND OVERHEAD LIGHTS:

The present installation of street lighting equipment, as shown on Exhibits One (1), Two (2) and Three (3) attached hereto, and by reference, made a part hereof, is to constitute the street lighting system upon which the contract is based and the Board agrees that same shall be the basis on which payment shall be made under the contract to the Company, until additions or retirements have been made as hereinafter provided.

2. DISCONTINUANCE OF SERVICE:

The Board shall have the right to discontinue at any time the use of any lamp or lamps served under the contract after thirty (30) days' written notice to the Company of its intention to discontinue any such lamp or lamps; provided, however, that the total number of lumens produced, and lamps in service shall never in any year be fewer than ninety-eight percent (98%) of the number of lumens produced and lamps in service on the effective date of the contract, or on the 10th day of October of each year during the term thereof, whichever number is greater.

3. ADDITIONAL OVERHEAD LIGHTS:

The Company shall erect and place in operation promptly, such number of additional overhead lights similar to those described in Exhibit B hereof, as the Board may from time to time order and locate in writing; provided, that the Board shall not require additional overhead lights or extensions during the last year of the contract term, unless the Company shall consent thereto.

If the Company fails to erect and operate said additional overhead lights within sixty (60) days after the same are ordered in writing, a deduction shall be made of One Dollar (\$1.00) per day for each day thereafter for each light not so erected and operated, such deduction to be conditioned upon fire, strikes, riot, accident and other unavoidable delays beyond the reasonable control of the Company.

In ordering additional overhead lights and extensions, due consideration shall be given to the method in which the lighting circuits

are laid out and to the character, size and type of lights being used on these circuits and in that district, with the further provision that the Company shall not be required to make an overhead extension of more than 600 feet to supply one light.

4. ADDITIONAL STANDARDS:

The Company shall erect and place in operation promptly such number of additional standards similar to those described in Exhibit B hereof as the Board may from time to time order and locate in writing; provided that no additional standards or underground extensions shall be required of the Company during the last three (3) years of the contract without the consent of the Company.

5. LAMPS AND ACCESSORIES:

Lighting shall be principally by means of series incandescent lamps or any other type of lamp as may be mutually selected and approved by the Board and Company after the contract has been approved as required by law. Such lamps shall be placed on, supported on, or suspended from, poles or ornamental standards with suitable brackets, center spans or mast arms and the wires supplying electrical energy thereto, shall be placed either overhead or underground.

The lamps to be furnished shall be of standard types, mutually selected and approved by the Board and Company, and, when operated at the amperage, voltage and wattage specified by the manufacturer, the total lumens of each lamp shall not be less than the amount specified and guaranteed by the manufacturer.

The series incandescent or other type lamps shall conform at all time to the highest standard of the best American lamps manufactured with bulbs of clear glass of uniform thickness and proper shape to avoid causing rings or streaks of light and shadow.

Globes, reflectors, housing, and other accessories shall be of the best grade of the respective types as mutually selected and approved by the Board and the Company.

6. LIGHTING SCHEDULE:

All lamps shall be lighted and extinguished according to the following lighting schedule:

LIGHTING SCHEDULE

Central Standard Time

Month	Date	Time of Lighting P. M.	Time of Extingu- ishing	No. of Days	Hours Turned On	Hours per Month Turned On
January	1 to 5	4:58	6:41	5	68.35	
	16 to 10	5:03	6:41	5	68.10	
	11 to 15	5:08	6:40	5	67.40	
	16 to 20	5:14	6:38	5	67.00	
	21 to 25	5:19	6:35	5	66.20	
	26 to 31	5:26	6:31	6	78.30	416.15
February	2 to 5	5:33	6:26	5	64.25	
	6 to 10	5:38	6:20	5	63.30	
	11 to 15	5:44	6:15	5	62.35	
	16 to 20	5:50	6:08	5	61.30	
	21 to 25	5:56	6:01	5	60.25	
	26 to 29	6:01	5:55	4	46.36	359.01
March	1 to 5	6:05	5:49	5	58.40	
	6 to 10	6:10	5:41	5	57.35	
	11 to 15	6:16	5:34	5	56.30	
	16 to 20	6:21	5:25	5	55.20	
	21 to 25	6:26	5:18	5	54.20	
	26 to 31	6:32	5:08	6	63.36	346.01
April	1 to 5	6:37	4:59	5	51.50	
	6 to 10	6:42	4:52	5	50.50	
	11 to 15	6:47	4:44	5	49.45	
	16 to 20	6:52	4:37	5	48.45	
	21 to 25	6:57	4:29	5	47.40	
	26 to 30	7:02	4:23	5	46.45	295.35
May	1 to 5	7:07	4:16	5	45.45	
	6 to 10	7:12	4:11	5	44.55	
	11 to 15	7:17	4:05	5	44.00	
	16 to 20	7:22	4:01	5	43.15	
	21 to 25	7:26	3:57	5	42.35	
	26 to 31	7:31	3:54	6	50.18	270.48
June	1 to 5	7:35	3:51	5	41.20	
	6 to 10	7:38	3:50	5	41.00	
	11 to 15	7:40	3:49	5	40.45	
	16 to 20	7:42	3:50	5	40.40	
	21 to 25	7:43	3:51	5	40.40	
	26 to 30	7:44	3:52	5	40.40	245.05

Month	Date	Time of Lighting P. M.	Time of Extingu- ishing	No. of Days	Hours Turned On	Hours per Month Turned On
July	1 to 5	7:43	3:55	5	41.00	
	6 to 10	7:42	3:57	5	41.15	
	11 to 15	7:40	4:01	5	41.45	
	16 to 20	7:37	4:05	5	42.20	
	21 to 25	7:33	4:09	5	43.00	
	26 to 31	7:28	4:14	6	52.36	261.56
August	1 to 5	7:23	4:19	5	44.40	
	6 to 10	7:17	4:24	5	45.35	
	11 to 15	7:11	4:29	5	46.30	
	16 to 20	7:04	4:33	5	47.25	
	21 to 25	6:57	4:38	5	48.25	
	26 to 31	6:49	4:43	6	59.24	291.59
September	1 to 5	6:40	4:49	5	50.45	
	6 to 10	6:32	4:53	5	51.55	
	11 to 15	6:23	4:58	5	52.55	
	16 to 20	6:15	5:03	5	54.00	
	21 to 25	6:07	5:07	5	55.00	
	26 to 30	5:59	5:12	5	56.05	320.40
October	1 to 5	5:51	5:17	5	57.10	
	6 to 10	5:43	5:22	5	58.15	
	11 to 15	5:35	5:28	5	59.25	
	16 to 20	5:27	5:33	5	60.30	
	21 to 25	5:21	5:38	5	61.25	
	26 to 31	5:13	5:45	6	75.12	371.57
November	1 to 5	5:07	5:51	5	63.40	
	6 to 10	5:01	5:56	5	64.35	
	11 to 15	4:57	6:02	5	65.25	
	16 to 20	4:53	6:08	5	66.15	
	21 to 25	4:50	6:13	5	66.55	
	26 to 30	4:47	6:19	5	67.40	394.30
December	1 to 5	4:46	6:23	5	68.05	
	6 to 10	4:46	6:28	5	68.30	
	11 to 15	4:46	6:32	5	68.50	
	16 to 20	4:48	6:35	5	68.55	
	21 to 25	4:50	6:39	5	69.05	
	26 to 31	4:53	6:41	6	82.48	426.13
						4,000.00

7. CHANGES IN LOCATION OF STANDARDS AND SIZE OF LAMPS:

Upon written order of the Board, the Company will change the size of lamps in any standards or overhead pendants, subject to the minimum lumen guarantee contained in Section 2 hereof. The Company will also, upon written order of the Board, relocate any standards and overhead lights including equipment pertaining thereto located in the streets, alleys or other public places; provided, however, that for all such changes of lamps and relocation of standards, overhead lights or other equipment the Company shall be reimbursed by the City for the total cost of labor and material necessary to accomplish such changes and relocations, plus fifteen percent (15%) of material and labor costs for engineering and overhead, except that there will be no charge for the number of relocations which the Company agrees to make without expense to the City in Paragraph 4 of the contract. The Board may require detailed statements of relocation costs, etc., with statements as to the correctness thereof, sworn to by an authorized representative of the Company.

8. MAINTENANCE AND OPERATION:

Prices quoted for operating standards and overhead lights cover only normal operating and maintenance requirements, which are defined as follows:

Company will furnish necessary electrical energy for operating such standards and overhead lights; will furnish a minimum of two (2) lamps renewals per year; will paint standards at least once every five (5) years, first painting to be in first year of contract; will furnish labor and material for emergency repairs necessary to maintain service; will patrol lights a minimum of twice a week; will clean globes and glassware at least twice each year; will replace or repair any defective material immediately or as soon as practicable, and restore lights and equipment to normal operating conditions in case of trouble or accident.

It is understood by and between the parties hereto that the annual charge per light specified in Exhibit B, attached to and made a part of the contract, includes all breakage of glassware, lamps or other street lighting equipment used in supplying street lights. The City upon its part agrees that it will enact and enforce all reasonable ordinances for the protection of the property of the Company against trespass thereon or destruction thereof.

To accomplish the requirements of maintenance and operation, also to accommodate the Board otherwise and carry out all provisions of the contract, the Company will furnish a skilled operating organization consisting of all necessary employees, including Service Men, Electricians, Switchboardmen, Linemen, Patrolmen, Laborers and Supervisors, to provide service in an adequate and reasonable manner.

9. OUTAGES:

To prevent outages and restore service in the event thereof, the Company shall establish and maintain an efficient system of patrol for inspecting all lamps furnished and maintained under the contract. Any lamp which fails to burn properly shall be promptly put in order, or immediately replaced. For such inspection, a sufficient number of men shall be employed to make an examination of each such lamp as often as reasonably necessary. The Company shall use all due effort to assure such inspection. Any broken globes, or reflectors shall be replaced by sound ones as soon as practicable after the breakage is discovered, and while any globes, or reflectors remain broken, the lights shall be considered out, and such outages may be deducted from the price of such lights, as hereinafter provided.

The City's Police Department will report daily to the City Civil Engineer all outages and the duration thereof, so far as observed or known by the members of said Department, and said Engineer shall make and preserve a record of all light outages. The Company shall each day before twelve o'clock noon, make a written report to said Engineer, of all outages observed or known by its inspectors, stating the number and locations of any lights extinguished or not burning on the preceding night, and the time when each light was reported extinguished or not burning, and the time the light was re-lighted. Said report shall also state the cause of each said light being extinguished or failing to burn, and if any of the said lights are extinguished by reason of failure of the current to supply said lights, the report shall contain a statement of the cause of such failure to supply current.

For every light which is out for more than sixty (60) consecutive minutes, the Board may impose upon the Company a deduction for that night which is equal to one-hundredth of the annual price for said light which would have been paid to the Company, had the light operated satisfactorily. These sums shall be deducted from the amount due or which may become due to the Company under the contract, unless such failures result from causes beyond the reasonable control of the Company. For every light which is out for

more than sixty (60) consecutive minutes from causes beyond the reasonable control of the Company, the Board may impose upon the Company a deduction for that night which is equal to one four-hundredths of the annual price for said light which would have been paid to the Company had the light been operating.

The foregoing provision, with reference to causes beyond the control of the Company, is intended also to provide for the situation which might arise by reason of any order or requirement of the Federal Government, or other authorities duly authorized, limiting or prohibiting the use of electric current for street lighting. In case the order of the government, or duly authorized authority, forbids city lighting in toto, or for any given number of lamps, then no payment shall be made by the City of Indianapolis for such lamps as are not burning during the period of the order. If the order of the government, or other authority, limits and restricts the burning of light during certain hours of the night, the payment shall be made upon a basis to be agreed upon by the City and the Company, or determined by the Public Service Commission of the State of Indiana.

Whenever for any cause there is a failure to light the City of Indianapolis, or any districts therein, for a period of one night or more, no payment shall be made by the City for the lamps out during said period.

10. JOINT USE OF POLES AND CONDUITS:

The Company, in order to avoid multiplicity of poles and conduits in the streets or other public places, so far as it is safe and practicable and not in conflict with any restriction of the City Council or any act or order of the Public Service Commission of the State of Indiana, shall, upon written request of the Board, permit joint use of all or any of its poles and conduits, in any street, alley or other public place by the City for street signs, fire alarms, telephone, telegraph signal circuits and traffic signal control circuits, or by other public utility companys, upon terms mutually agreeable to those affected.

No advertisements or material of any kind shall be permitted on poles, globes or any other part of any standard owned by the Company, except such as may in the opinion of the Board be necessary for safety and traffic control.

The City reserves the right to place street signs on any standard or pole at any time during the life of the contract. The placing of said signs shall be done at the City's expense.

Attachments to the poles and fixtures of the Company shall be made and maintained by the City at its expense in accordance with standard specifications of the Company for doing such work, and in such manner as will neither conflict with the use of said poles and fixtures by the Company, nor interfere with the working or use of its wires thereon or which it may from time to time place thereon. The City shall at its own expense, upon thirty (30) days' written notice from the Company, change, alter, improve, repair, or renew said attachments, in such manner as the Company may direct.

The City shall indemnify and save harmless the Company against any and all damage or loss that may result to the equipment or any property owned or used by the Company, and from and against any and all legal and other expense, claims, costs, losses, suits or judgments, for damages or injuries resulting to persons or property, by reason of the use of maintenance of City's attachments to the poles or fixtures of the Company, or by reason of the acts of negligence of the agents or the employees of the City while engaged in the work of placing, maintaining or renewing attachments on or removing attachments from said poles or fixtures.

In the event it is necessary to replace a pole or poles upon which the City has made attachments under the contract, because of street improvement, or because the pole is deteriorated, or because the load on said pole or poles has become greater than is safe for the pole to support, the City shall, at its own expense, transfer the attachments from the old to the new pole within ten (10) days after being requested, in writing, to do so by the Company.

Use of Company's conduits by the City, as hereinabove set out, shall conform to, and be in accordance with, the standard specifications of the Company for such use and in such manner as will not interfere with the use of said conduits by the Company.

Installation and maintenance of all fire alarm, telephone, telegraph, signal circuits and traffic signal control circuits in Company's conduits shall be at City's expense.

In the event it is necessary or desirable, in the opinion of the Company, for the City to remove, replace, repair or relocate any equipment installed by the City in Company's conduits, same shall be so removed, replaced or relocated by the City at its expense within ten (10) days after being requested, in writing, to do so by the Company; provided, however, that if the City shall fail or refuse to comply with any such request, then such matter shall be referred to and decided by the Board of Arbitration provided for by the contract.

Where the screening of lights is deemed necessary by the Board, the Board may by written order require the Company to provide and install screens, provided the Company is compensated in advance for the installed cost of such screens. The City agrees that it shall indemnify and save harmless the Company from any and all claims, demands, losses, suits or judgments for damages or injuries resulting to persons or property by reason of the installation or use of such screens.

11. SPACE AND EQUIPMENT ON CITY PROPERTY:

When the requirements of the City, or demands on the Company, require space in City buildings or on City property for the installation of transformation equipment, the City will furnish, exclusively for the Company's equipment, subject to special agreements, approved by the Board, suitable unoccupied space for vault construction, such space to meet with the Company's requirements as to location, size and accessibility. The Company shall provide all necessary partitioning walls and shall furnish, install and maintain all necessary vault equipment, including all primary and secondary lines and connections within the vault, all at Company's expense.

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

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

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

12. IMPROVEMENTS IN SERVICE:

The Board shall have the right to require the Company to make use of any apparatus, appliances, or devices, which are an advance or improvement in connection with the art or service of street lighting over the existing facilities as now or newly installed according to the contract and in use during any part of the term of the contract in the City of Indianapolis whether in the way of economy, increased illumination, safety, improved appearance, or otherwise. The Company shall, at the Board's request, or as the Company becomes informed thereof, furnish it with detailed information concerning any

such apparatus, appliances or devices, including cost of installation, operation and maintenance, operating characteristics and any other data requested.

All questions relating to the increase or decrease in the investment or cost of operation and maintenance shall be determined and agreed upon by the Board and the Company.

In determining the amount of the increases or decreases of the investment, proper and reasonable allowance shall be made for the depreciated value of the equipment replaced; and, in case of new installations, comparison as to cost of investment shall be made with the type of service provided for in these specifications or determined by the Board. Upon such increased or decreased investments (measured from the investment required under these specifications) the Company shall be entitled to adjust compensation from the City, so as to fully reimburse it at the expiration of the contract for any additional investment if required under the provisions of this paragraph, less the salvage value of the equipment replaced as realized by the Company and the salvage value of the new equipment at the end of the contract, plus or minus any change in operating expenses caused by said new installation or replacement.

In case of replacements the loss in investment shall be determined by ascertaining and fixing the depreciated value, and deducting therefrom the salvage value, if any, and such loss shall be paid by the City to the Company at such times and upon such terms as may be agreed upon. In case the replacement shall result in an increased or decreased investment, the additions or deductions from the contract price shall be made upon the same basis and in the same manner as in the case of new installations hereinbefore provided for.

The net annual increases or decreases in the prices agreed upon in the contract by reason of the said improvements or changes, involving increases or decreases in the investment or cost of operation and maintenance, shall be added to or deducted from the prices provided for herein, and shall determine the prices thereafter to be paid for the said improved or modified service.

In case the Board and the Company are unable to agree as to any question of price or any other matter involving their mutual judgment as above set forth, then such question or questions shall be submitted to arbitration, as provided in Section 13 of the contract.

13. ELECTROLYSIS:

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

14. STANDARD OF PERFORMANCE, TESTS AND PENALTIES:

The voltage and amperage supplied to each lamp shall be such as to maintain the lamps according to the standard requirements of the manufacturers.

Each lighting circuit shall be equipped with a testing loop at such place and in such manner as the Board and the Company shall jointly determine in order that the Board may at any time make tests as to the fluctuations of the current supplied. The Board or its representative shall, at all times, have access to the testing loop and to the stations or other places on the Company's property where the Board may desire to make inspections or tests. In case of a dispute between the Board and the Company as to the accuracy of any meter or other instrument used in making tests or measurements of the Company's service, said instrument may be tested either in the City's Laboratory in the presence of a representative of the Company, or in the Company's Laboratory in the presence of a representative of the City, at the option of the Board, or the Board and the Company may agree to have such instruments tested by an outside Laboratory of recognized standing.

The City shall indemnify and hold the Company harmless from all injuries and damages to persons or property by reason of said inspections or tests, except for injuries or damages caused by negligence of the Company.

Whenever tests made by the Board show that the amperes upon any lamp circuits have been more than two percent (2%) below the standard for those circuits, for an unbroken period of one-half hour in any night, as evidenced by the readings of graphic recording ammeters or other devices, then the Company shall deduct from its bill a sum equal to five cents (5c) per night for each lamp on those circuits tested of 2500 lumens and smaller, and ten cents (10c) per night for each lamp on those circuits tested of larger than 2500 lumens.

The Board shall report to the Company the following morning the results of any tests showing deficiencies. The Company shall be

permitted to examine and inspect the charts of the meters used in such tests.

The deductions to be made for low amperage or voltage under the provisions of this section are to be treated not as a penalty, but as liquidated damages for failure to perform the contract.

15. VOLTAGE AND CHARACTER OF SERVICE:

The Company shall specify the voltage and character of the electric service to be supplied, and may, at any time thereafter, change the characteristics of the service if it deems such change necessary to safe-guard a regular and uninterrupted supply of electricity or to better the conduct of its business. It is agreed, however, that a reasonable written notice of such contemplated change be given and that the City will adapt its apparatus accordingly.

16. TAXES AND ASSESSMENTS:

Any extra expense incurred by the Company in the performance of the contract, due to any laws or ordinances, or due to any future special excise tax or sales tax levied on the Company by the United States government, State of Indiana, or any division thereof, for service rendered under the contract, becoming effective after the effective date of the contract shall be assumed by the City, providing such assumption is not contrary to law, and any reduction in expense which may affect the Company in the performance of the contract by reason of any of the conditions as stated above shall be credited to the City under this contract.

17. POLES, POLE LINE HARDWARE:

The present installation of all wood poles from which lamps are suspended conform to the standard specifications of the American Standards Association; and all future installations or replacements of wood poles from which lamps are suspended shall conform to the standard specifications of said Association.

All pole line hardware now installed and maintained in present installation is of standard and approved materials, and all future installations or replacements of said pole line hardware shall be of standard and approved materials.

18. REDUCTION IN LUMENS:

Upon written order of the Board given to the Company within thirty days after the effective date of this contract, the Company shall replace the lamps in certain street lighting equipment in places specified in such order, whereby the lumens of such lamps shall be reduced from 10,000 lumens to 6,000 lumens in 1619 O. H. pendants, shown by dots on the map marked Exhibit 2, effecting a reduction of \$10.51 per unit; and from 6,000 lumens to 4,000 lumens in 653—12 ft. single columns as shown in Exhibit 1, effecting a reduction of \$5.66 per unit.

This clause shall not effect or modify the provisions in clauses 2 and 7 of these specifications, but shall be in addition thereto.

19. PERFORMANCE BOND:

The Company, at the time of signing the contract, will furnish a bond in the sum of One Hundred Thousand Dollars (\$100,000) with surety to the approval and satisfaction of the Board, conditioned that the Company shall perform the contract according to the terms thereof and according to these specifications. Said bond, it is understood, shall extend for the full term of the contract but the Company shall furnish and deliver a new bond whenever the surety, or sureties, on the bond then existing shall be deemed by the Board to be insufficient and unsatisfactory.

EXHIBIT "I"
COMPANY OWNED ORNAMENTAL EQUIPMENT
20FT. DUPLEX STANDARDS 10,000 LUMEN IN SERVICE

Size and Type	No. Lamps	Street	From	To	Circuits
20' Duplex—10,000 L.	17	Capitol	Washington	Ohio	A-3-9
" " " "	69	Illinois	Louisiana	North	A-1-2-3-5-6-9-10-26-27-29-34
" " " "	18	Market	Capitol	Delaware	A-1-3-9-23-31-33
" " " "	32	Mass. Ave.	Ohio	North	A-8-11-22-31-32
" " " "	79	Meridian	Union Sta.	North	A-1-10-11-14-16-20-26-27-28-29-33-34
" " " "	12	Monument Pl.			A-1-33-34
" " " "	12	Ohio	Illinois	Penn.	A-1-10-11-33-34
" " " "	57	Penn. St.	Washington	North	A-11-18-23-30-31-33
" " " "	87	Washington	Missouri	East	EA-6-A-3-4-5-9-13-15-19-23-25-28-29-33-34
" " " "	2	Dela. & N. Y. Sts.			A-8-A22
" " " "	2	E. Wash.	Belt R. R.		EA-31-3
" " " "	1	S. East	Pearl St.		EA-6
" " " "	1	S. East	Elev. N. of Georgia		EA-8

TOTAL 389

EXHIBIT "I"
COMPANY OWNED ORNAMENTAL EQUIPMENT
20 FT. DUPLEX—6,000 L. STANDARDS

Size and Type	No. Lamps	Street	From	To	Circuits	
20' Duplex—	6,000 L.	5	Fountain Square		EA-11	
" "	" "	43	Illinois Street	North	Sixteenth	W12-A2
" "	" "	57	Meridian Street	North	Sixteenth	A14-30-RC14-42
" "	" "	18	Pennsylvania St.	North	St. Clair	A-30
" "	" "	11	Washington	East	Noble	EA6
TOTAL		134				

EXHIBIT "I"
COMPANY OWNED ORNAMENTAL EQUIPMENT
15 FT. SINGLE 10,000 L. STANDARDS

Size and Type	No. Lamps	Street	From	To	Circuits
15' Single—10,000 L.	13	Ohio	Senate	Illinois	W13-A3-4
" "	" "	Ohio	Pennsylvania	New Jersey	A8-23-24-31
" "	" "	Pennsyl.	Elevation	Washington	A24-28
" "	" "	Senate	Kentucky	Vermont	A3-4-15W13-31
" "	" "	Vermont	Meridian	Pennsylvania	A-16
" "	" "	Virginia	Washington	South	A19-21-28-EA11
" "	" "	Washington	West	Missouri	W14
" "	" "	Louisiana	W. of Meridian		A27
" "	" "	Alabama	Virginia	Massachusetts	A8-19-21-23-25-28
" "	" "	Capitol	Georgia	Washington	A5-6-15
" "	" "	Capitol	Ohio	Indiana	W13-A3
" "	" "	Delaware	Georgia	Massachusetts	A8-19-21-23-24-25-31-28
" "	" "	Georgia	Senate	Delaware	A6-24-26-27
" "	" "	Indiana	Ohio	North	W13-31
" "	" "	Illinois	Union Sta.	South	A-21
" "	" "	Jackson Pl.	McCrea		A-26-27
" "	" "	Kentucky	Washington	Missouri	A5-6-15
" "	" "	Market	Delaware	New Jersey	A23-24-25

"	"	"	"	28	Maryland	Senate	Alabama	A5-6-15-19-20-26- 28-29
"	"	"	"	2	Meridian	Union Sta.	South	A-21
"	"	"	"	14	Michigan	Meridian	Pennsylvania	A-18
"	"	"	"	5	Michigan	West	Indiana	W-31
"	"	"	"	2	Michigan	New Jersey	East	A-22-32
"	"	"	"	32	New York	Senate	New Jersey	W-13-A8-10-11-16- 22-24-30
"	"	"	"	6	North	Meridian	Pennsylvania	A14-30

EXHIBIT "I"
COMPANY OWNED ORNAMENTAL EQUIPMENT
15 FT. SINGLE 6,000 L. STANDARDS

Size and Type	No. Lamps	Street	From	To	Lamps in Service Circuits
15' Single— 6,000 L.	78	College Ave.	Fifty-Third	Sixty-Third	RC-16-17
" " " "	4	Fairfield & College			RC-22-43
" " " "	50	Meridian	Sixteenth	Fall Creek	RC-14
" " " "	36	Pennsylvania	St. Clair	Sixteenth	A-12
" " " "	40	Sixteenth	Northwestern	Alabama	W9-12-15
" " " "	5	St. Clair	Meridian	Pennsylvania	A30
" " " "	116	Washington	West	Tibbs	W14-29
" " " "	237	Washington	Noble	Kitley	EA-21-31-9-3-6-7
" " " "	32	Massachusetts	North	Tenth	A-32
" " " "	4	North	Illinois	Pennsylvania	A2-14-30
" " " "	17	Alabama	Massachusetts	Ft. Wayne	A-22
" " " "	1	N. Jersey & Vt.			A-24
" " " "	1	Market & N. Jersey			A-24
" " " "	10	63rd St.	College	Bellefontaine	RC-15
" " " "	11	Bellefontaine	63rd	64th	RC-15

EXHIBIT "I"
COMPANY OWNED ORNAMENTAL EQUIPMENT
12 FT. SINGLE—6,000 L. STANDARDS

	Size and Type	No. Lamps	Street	From	To	Lamps in Service Circuits
12'	Single— 6,000 L.	1	Vermont	W. of East St.		A-24
"	" " "	2	New York &	Randolph		EA-34
"	" " "	1	New York &	Parkview		EA-34
"	" " "	1	New York &	Hendricks		EA-34
"	" " "	2	New York &	Hamilton		EA-34
"	" " "	2	New York &	Jefferson		EA-34
"	" " "	2	New York &	Beville		EA-34
"	" " "	2	New York &	Keystone		EA-34
"	" " "	2	New York &	Forest		EA-34
"	" " "	2	New York &	Tacoma		EA-34
"	" " "	2	New York &	Temple		EA-34
"	" " "	1	New York &	Eastern		EA-34
"	" " "	70	Capitol	New York	Sixteenth	W13-15-A2
"	" " "	121	Delaware	New York	Fall Creek	RC62-A-17-22
"	" " "	24	Ft. Wayne	North St.	Tenth	A17
"	" " "	35	Indiana	North St.	City Hospital	W32
"	" " "	118	Meridian	South St.	Pleasant Run Blvd.	W24-A7

EXHIBIT "I"
COMPANY OWNED ORNAMENTAL EQUIPMENT
12-FT. SINGLE—6,000 L. STANDARDS (Cont'd)

Size and Type	No. Lamps	Street	From	To	Circuits
12' Single 6,000 L.	85	Northwestern	Twenty-first	Thirty-sixth	RC28-53
" " " "	68	South Street	Kentucky	Virginia	WA-A21
" " " "	18	Twenty-first	Capitol	Northwestern	RC53
" " " "	46	Virginia	South	Prospect	EA11
" " " "	7	Illinois	South	Russell	A7
" " " "	7	Russell	Illinois	Meridian	A7
" " " "	1	Pearl & New Jersey			A24
" " " "	4	Delaware	North of South St.		A21
" " " "	20	Forty-Sixth	Blvd. Place	Butler Campus	RC70
" " " "	1	Walnut &	Park		A32
" " " "	5	Locke St.	South of 10th St.		W32
" " " "	2	10th St. & Hamilton			EA6
" " " "	1	New York & Canal			W16

TOTAL 653

EXHIBIT "I"
COMPANY OWNED ORNAMENTAL EQUIPMENT
12 FT. SINGLE 4,000 L. STANDARDS

Size and Type				No. Lamps	Street	From	To	Lamps in Service Circuits
12'	Single	4,000	L	293	Central	Tenth	Westfield Road	RC25-26-44-A17
"	"	"	"	49	Clifton	Roache	Thirty-sixth	RC11
"	"	"	"	44	Forest Mill Add.			RC71
"	"	"	"	22	Golden Hill Add.			RC11
"	"	"	"	31	Holmes	Washington	Michigan	W29-RC31
"	"	"	"	43	Kentucky	Missouri	Morris	W4-23-A15
"	"	"	"	107	Madison	South	Pleasant Run Blvd.	W8-A7
"	"	"	"	26	Oliver	Kentucky	Division	W4-23
"	"	"	"	156	Tenth	Massachusetts	Emerson	Ea36-RC6
"	"	"	"	26	Twenty-seventh	Northwestern	Canal	RC12
"	"	"	"	126	Thirtieth	College	Riverside Park	RC7-19-21
"	"	"	"	17	Thirty-first	Northwestern	Canal	RC11
"	"	"	"	13	Thirty-sixth	Clifton	Elmire	RC11
"	"	"	"	3	Thirty-sixth	East from	Central	RC25
"	"	"	"	194	Wash. Blvd.	Twenty-eighth	Westfield Blvd.	RC21-24-43
"	"	"	"	42	Pennsylvania	Sixteenth	Fall Creek	RC59
"	"	"	"	53	Union	Madison	Adler	W6

EXHIBIT "I"

COMPANY OWNED ORNAMENTAL EQUIPMENT
12 FT. SINGLE 4,000 L. STANDARDS (Cont'd)

Size and Type	No. Lamps	Street	From	To	Lamps in Service Circuits
12, Single 4,000 L	1	Alley North of New York and West of New Jersey			A24
" " " "	1	Pearl Street West of New Jersey			A24
" " " "	1	New York & Alley West of Senate			W16
" " " "	1	Alley South of Washington St. and East of Senate			W16
" " " "	1	520 East Vermont			EA22
" " " "	1	Carrollton Court West of Carrollton			RC56
" " " "	1	Capitol Avenue North of South Street			A21
" " " "	1	South Street at Producers' Market			A21
" " " "	1	Guilford and Fall Creek			RC7
" " " "	1	Ashland and Fall Creek			RC7
" " " "	2	Winthrop South of Watson Road			RC43
" " " "	1	Parker and Nineteenth			EA33
" " " "	26	Audubon	Audubon Place	Irving Circle	EA9-13-21
" " " "	44	Broadway	38th Street	49th Street	RC35-55
" " " "	7	Central Court			RC25
" " " "	16	Delaware	Penway	40th Street	RC22-35
" " " "	5	Downey	Washington	Julian	EA21
" " " "	3	Guilford	38th Street	42nd Street	RC35

EXHIBIT "I"
COMPANY OWNED ORNAMENTAL EQUIPMENT
12 FT. SINGLE 4,000 L. STANDARDS (Cont'd)

Size and Type				No. Lamps	Street	From	To	Circuits
12'	Single	4,000	L	6	Irvington	Washington	Lowell	EA9
"	"	"	"	5	Layman	Washington	Lowell	EA9
"	"	"	"	6	Whittier Place	Washington	Lowell	EA9
"	"	"	"	4	Maple Lane			EA9
"	"	"	"	3	Norway			EA9
"	"	"	"	11	Poplar Road			EA9
"	"	"	"	12	Mount	Washington	Turner	W29
"	"	"	"	10	Tremont	Washington	Turner	W29
"	"	"	"	9	Pershing	Washington	Turner	W29
"	"	"	"	10	New Jersey	38th Street	40th Street	RC35
"	"	"	"	45	Park	38th Street	49th Street	RC35-55
"	"	"	"	16	Ruckle	38th Street	42nd Street	RC35
"	"	"	"	47	Talbott	16th Street	Fall Creek	RC63
"	"	"	"	138	New York	East	Emerson	A32-EA-34-RC-69
"	"	"	"	7	East Street	Virginia Ave.	Elevation	EA8
"	"	"	"	1	3436-40 Winthrop			RC7
"	"	"	"	1	East Michigan & Hawthorne Lane			EA9
TOTAL				1,700				

EXHIBIT "I"
COMPANY OWNED ORNAMENTAL EQUIPMENT

Size and Type		No. Lamps	Street	From	To	Lamps in Service Circuits
10½'	2,500	L	29	White River Blvd., Abbatoir to 14th Street		W26
"	1,500	L	75	White River Blvd., Abbatoir to 14th Street		W26
"	2,500	L	1	Ruckle and 28th Street		RC21
"	"	"	1	20th Street East of Capitol Ave.		W15
"	"	"	12	DeQuincy-Michigan to 10th Street		RC5
"	"	"	12	Riley, Michigan to 10th Street		RC5
"	"	"	12	Bancroft, Michigan to 10th Street		EA28
"	"	"	8	Public Library		A30
"	"	"	4	Roberts Park Church		A30-22
"	"	"	1	Alley East of Penn. St. & N. of Michigan Street		A30
"	"	"	1	Alley East of Penn. St. & N. of Vermont Street		A30
"	"	"	2	New Jersey South of Vermont		A24
"	"	"	1	New York East of New Jersey Street		A24
"	"	"	5	30th St. & Fall Creek Bridge		RC7
"	"	"	7	College Ave. & Fall Creek Bridge		RC21
"	"	"	1	Missouri Street N. of Washington Street		W16
TOTALS 97,			2,500 L.	10½' Standards as Billed		
TOTALS 75,			1,500 L.	10½' Standards as Billed		

EXHIBIT 3
LIGHTING EQUIPMENT OWNED BY CITY OF INDIANAPOLIS

Size and Type	No. Lamps	Street	From	To	Circuits
12' Standards 6,000 L	13	Watson Road	Fairfield	Winthrop	RC43
" " " "	23	Capitol Ave.	Fall Creek	38th Street	RC18
12' " " "	20	N. Meridian	Fall Creek	38th Street	W27
Bridge Newels " " "	18	Kentucky Ave. at White River			W4
" " " "	16	Morris Street at White River			W26
" " " "	14	Oliver Ave. at White River			W4
<hr/> TOTAL 104					
Safety Newel 4,000 L	1	38th Street and Winthrop			RC43
10½' Standards 4,000 L	46	38th Street	N. Western	Fall Creek	RC8-43
12' " " " "	20	Watson Road	Fairfield	Winthrop	RC43
10½' " " " "	14	Capitol Ave.	16th St.	Fall Creek	W-15
12' " " " "	57	Capitol Ave.	Fall Creek	38th Street	RC18
12' " " " "	56	N. Meridian St.	Fall Creek	38th Street	W-27
Bridge Newels " " "	8	N. Meridian St. and Fall Creek Bridge			W-27
12' Standards " " "	1	55th St. and New Jersey			RC-56
Special Cols. " " "	10	42nd Street	Meridian Street	Illinois	RC-8
<hr/> TOTAL 213					

EXHIBIT 3
LIGHTING EQUIPMENT OWNED BY CITY OF INDIANAPOLIS
 (Continued)

Size and Type	No. Lamps	Street	From	To	Circuits
10½' Standards	2,500 L	114 38th Street	N. Western	Fall Creek	RC-43
"	"	41 Capitol Ave.	16th Street	Fall Creek	W-15
<hr/>					
TOTAL 155					
Special Stds.	1,000 L	23 Berkeley Road	Sunset	Haughey	RC-32
Bridge Newels	" "	4 Raymond St. & Pleasant Run Bridge			EA-1
Elev. Fixtures	" "	4 Rural St. R. R. Elev.			EA-10
"	"	4 E. Washington St. R. R. Elev.			EA-14
"	"	3 E. New York St. R. R. Elev.			EA-34
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TOTAL 38					
Special 5 Lgt. Std	4	Berkley Road	Sunset	Haughey	Mult
12' C. I. with 8 x 16	3	Berkley Road	Sunset	Haughey	Mult
10' Parkview 8 x 16	4	Berkley Road	Sunset	Haughey	Mult
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TOTAL 11					
Brick Columns	4	42nd Street	Meridian Street	Illinois Street	Series
9' Concrete Columns	6	42nd Street	Meridian St.	Illinois Street	Series
<hr/>					
TOTAL 10					

EXHIBIT 3
LIGHTING EQUIPMENT OWNED BY CITY OF INDIANAPOLIS
 (Continued)

	Size and Type	No. Lamps	Street	From	To	Circuits
12'	Standards 6,000 L	10	Lockfield Gardens			W32
15'	" " "	4	E 16th St.	Alabama	Central	W12
15'	" " "	15	N. West St.	New York	Indiana	W31
15'	" " "	40	N. West St.	Indiana	16th Street	W9-32
20'	" " "	75	S. East St.	South Street	Sanders	RC-74-75
TOTAL		144				

EXHIBIT B
RATES FOR SERVICE

The City of Indianapolis shall pay, and the Company shall receive, as full compensation for service supplied as specified herein, sums of money as follows:

PRICES FOR FURNISHING, OPERATING AND MAINTAINING EXISTING LAMPS NOW IN SERVICE.

I. Two lamp ornamental standard including two (2) 10,000 lumen incandescent lamps with necessary fixtures, glassware, and including one hundred (100) feet of connecting cable and supplied from underground circuits:

\$84.79 net per year of 4,000 burning hours.

II. Two lamp ornamental standard including two (2) 6,000 lumen incandescent lamps with necessary fixtures, glassware, and including one hundred (100) feet of connecting cable and supplied from underground circuits:

\$63.79 net per year of 4,000 burning hours.

III. Single lamp ornamental standard, 15 ft. in height, including one (1) 10,000 lumen incandescent lamp with necessary fixtures, glassware, and including one hundred (100) feet of connecting cable and supplied from underground circuits:

\$48.45 net per year of 4,000 burning hours.

IV. Single lamp ornamental standard, 15 ft. in height, including one (1) 6,000 lumen incandescent lamp with necessary fixtures, glassware, and including one hundred (100) feet of connecting cable and supplied from underground circuits:

\$37.95 net per year of 4,000 burning hours.

V. Single lamp ornamental standard, 12 ft. in height, including one (1) 6,000 lumen incandescent lamp with necessary fixtures, glassware, and including one hundred (100) feet of connecting cable and supplied from underground circuits:

\$33.92 net per year of 4,000 burning hours.

VI. Single lamp ornamental standard, 12 ft. in height, including one (1) 4,000 lumen incandescent lamp with necessary fixtures, glassware, and including one hundred (100) feet of connecting cable and supplied from underground circuits:

\$28.26 net per year of 4,000 burning hours.

VII. Single lamp ornamental standard, 10 ft. in height, including one (1) 2,500 lumen incandescent lamp with necessary fixtures, glassware, and including one hundred (100) feet of connecting cable and supplied from underground circuits:

\$23.42 net per year of 4,000 burning hours.

VIII. Single lamp ornamental standard 10 ft. in height, including one (1) 1,500 lumen incandescent lamp with necessary fixtures, glassware, and including one hundred (100) feet of connecting cable and supplied from underground circuits:

\$17.77 net per year of 4,000 burning hours.

IX. Single 10,000 lumen incandescent lamp with necessary fixtures and glassware now in service supplied from overhead circuits:

\$38.36 net per year of 4,000 burning hours.

X. Single 6,000 lumen incandescent lamp with necessary fixtures and glassware now in service supplied from overhead circuits:

\$27.85 net per year of 4,000 burning hours.

XI. Single 4,000 lumen incandescent lamps with necessary fixtures and glassware now in service supplied from overhead circuits:

\$21.15 net per year of 4,000 burning hours.

XII. Single 2,500 lumen incandescent lamps with necessary fixtures and glassware now in service supplied from overhead circuits:

\$17.36 net per year of 4,000 burning hours.

All prices quoted above (covering service supplied to existing lighting standards or poles from underground circuits) are based on the supplying of (100) feet of connecting cable per such standard or pole. For any increase or decrease in the total average length of

connecting cable supplied above or below an average of 100 feet per standard or pole, there shall be an additional charge or credit of \$.06 net per year per foot of such excess or deficiency.

PRICES FOR FURNISHING, ERECTING, OPERATING AND MAINTAINING ADDITIONAL LIGHTS

Prices for furnishing, erecting, operating and maintaining lamps ordered installed by the Board from time to time subsequent to and after the signing of the contract are as follows:

XIII. Two lamp ornamental standard including two (2) 10,000 lumen incandescent lamps, necessary fixtures, glassware and one hundred (100) feet of connecting cable. Standard is to be supplied from underground circuits. The standard, fixtures and glassware are to be mutually acceptable to the parties hereto.

\$135.00 net per year of 4,000 burning hours.

XIV. Two lamp ornamental standard including two (2) 6,000 lumen incandescent lamps, necessary fixtures, glassware and one hundred (100) feet of connecting cable. Standard is to be supplied from underground circuits. The standard, fixtures and glassware are to be mutually acceptable to the parties hereto.

\$100.00 net per year of 4,000 burning hours.

XV. Single lamp 15 ft. ornamental standard including one (1) 10,000 lumen series incandescent lamp, necessary fixtures, glassware and one hundred (100) feet of connecting cable. Standard is to be supplied from underground circuits. The standard, fixtures and glassware are to be mutually acceptable to the parties hereto.

\$75.00 net per year of 4,000 burning hours.

XVI. Single lamp 15 ft. ornamental standard including one (1) 6,000 lumen series incandescent lamp, necessary fixtures, glassware and one hundred (100) feet of connecting cable. Standard is to be supplied from underground circuits. The standard, fixtures and glassware are to be mutually acceptable to the parties hereto.

\$60.00 net per year of 4,000 burning hours.

XVII. Single lamp 12 ft. ornamental standard including one (1) 6,000 lumen series incandescent lamp, necessary fixtures, glassware and one hundred (100) feet of connecting cable. Standard is to be supplied from underground circuits. The standard, fixtures and glassware are to be mutually acceptable to the parties hereto.

\$52.00 net per year of 4,000 burning hours.

XVIII. Single lamp 12 ft. ornamental standard including one (1) 4,000 lumen series incandescent lamp, necessary fixtures, glassware and one hundred (100) feet of connecting cable. Standard is to be supplied from underground circuits. The standard, fixtures and glassware are to be mutually acceptable to the parties hereto.

\$44.00 net per year of 4,000 burning hours.

XIX. Single lamp 10 ft. ornamental standard including one (1) 2,500 lumen series incandescent lamp, necessary fixtures, glassware, and one hundred (100) feet of connecting cable. Standard is to be supplied from underground circuits. The standard, fixtures and glassware are to be mutually acceptable to the parties hereto.

\$30.00 net per year of 4,000 burning hours.

XX. Single lamp 10 ft. ornamental standard including one (1) 1,500 lumen series incandescent lamp, necessary fixtures, glassware and one hundred (100) feet of connecting cable. Standard is to be supplied from underground circuits. The standard, fixtures and glassware are to be mutually acceptable to the parties hereto.

\$24.00 net per year of 4,000 burning hours.

XXI. Single 10,000 lumen incandescent lamp with necessary glassware and fixtures mutually acceptable to the Board and the Company and suspended from mast arm on wood poles and supplied from overhead circuits:

\$52.50 net per year of 4,000 burning hours.

XXII. Single 6,000 lumen incandescent lamp with necessary glassware and fixtures mutually acceptable to the Board and the Company and suspended from mast arm on wood poles and supplied from overhead circuits:

\$40.00 net per year of 4,000 burning hours.

XXIII. Single 4,000 lumen incandescent lamp with necessary glassware and fixtures mutually acceptable to the Board and the Company and suspended from mast arm on wood poles and supplied from overhead circuits:

\$35.00 net per year of 4,000 burning hours.

XXIV. Single 2,500 lumen incandescent lamp with necessary glassware and fixtures mutually acceptable to the Board and the Company and suspended from mast arm on wood poles and supplied from overhead circuits:

\$20.00 net per year of 4,000 burning hours.

XXV. Single 10,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole, all mutually acceptable to the Board and the Company and supplied from underground circuits:

\$65.00 net per year of 4,000 burning hours.

XXVI. Single 6,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole, all mutually acceptable to the Board and the Company and supplied from underground circuits:

\$53.00 net per year of 4,000 burning hours.

XXVII. Single 4,000 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole, all mutually acceptable to the Board and the Company and supplied from underground circuits:

\$38.00 net per year of 4,000 burning hours.

XXVIII. Single 2,500 lumen incandescent lamp with necessary fixtures and glassware supported by a metal pole, all mutually acceptable to the Board and the Company and supplied from underground circuits:

\$35.00 net per year of 4,000 burning hours.

XXIX. Single 10,000 lumen Sodium Vapor lamp supported by metal pole and supplied from underground circuits:

\$70.00 net per year of 4,000 burning hours.

XXX. Single 6,000 lumen Sodium Vapor lamp supported by metal pole and supplied from underground circuits:

\$65.00 net per year of 4,000 burning hours.

XXXI. Single 10,000 lumen Sodium Vapor lamp suspended from mast arm on wood poles and supplied from overhead circuits:

\$60.00 net per year of 4,000 burning hours.

XXXII. Single 6,000 lumen Sodium Vapor lamp suspended from mast arm on wood poles and supplied from overhead circuits:

\$55.00 net per year of 4,000 burning hours.

XXXIII. All prices quoted above (covering service supplied to lighting standards or poles from underground circuits) are based on the supplying of one hundred (100) feet of connecting cable per such standard or pole. For any increase or decrease in the total average length of connecting cable supplied above or below an average of one hundred (100) feet per standard or pole, there shall be an additional charge or a credit of:

\$0.10 net per year per foot of such excess or deficiency.

PRICES FOR ALL OTHER ELECTRICAL ENERGY SUPPLIED OR
TO BE SUPPLIED UNDER THE CONTRACT AND NOT COVERED
UNDER THE ABOVE PRICES

XXXIV. The price for electrical energy furnished to subway lights, bridge lights, traffic lights or other special street lighting equipment now or hereafter owned, installed, and maintained by the City, and not included in prices quoted above, the kilowatt hours for which may be obtained from meter readings or estimated from manufacturer's guarantee rating and hours of use, and for metered electrical energy for light and/or power in the public buildings, structures and grounds around the same, and for any other public places, including municipal airport and police radio, except for standby or emergency service.

RATE (per each meter used)

Any part of the first 500 KWH per month \$.0275 net per KWH
Any part of the next 500 KWH per month \$.02 net per KWH

Any part of the next 4,000 KWH per month \$.016 net per KWH
All in excess of 5,000 KWH per month \$.014 net per KWH

MINIMUM CHARGE (Per each meter used)

\$.50 net per month per kilowatt of rated capacity or major fraction thereof connected but provided that the net monthly payment shall be not less than \$.75 net for single phase installations or less than \$2.00 net for three phase installations.

XXXV. STANDBY, EMERGENCY OR AUXILIARY SERVICE.

Standby, Emergency or Auxiliary Service will not be supplied under the prices stated above, but will be supplied in accordance with the Company's Rate "C" and/or Rate "D" and standard contract rider No. 8 entitled "Standby Service" which are on file with the Public Service Commission and are by reference made a part hereof.

XXXVI. SUBJECT TO PUBLIC SERVICE COMMISSION.

It is hereby specified that if, during the proposed contract term, the Public Service Commission changes the above rates, then the substituted, amended or revised rates shall apply instead of the rates set out above.

INDIANAPOLIS POWER AND LIGHT CO.,
Company.

(Signed) by H. T. PRITCHARD,
President.

(CORPORATE SEAL)

ATTEST:

ELMER E. SCOTT,
Secretary.

STATE OF INDIANA
MARION COUNTY
SS:

The undersigned, having executed the attached bid for and in behalf of Indianapolis Power and Light Co., first being duly sworn, says: That said bidder has not directly or indirectly entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the price of any contract or work, or to prevent any bidder or bidders from bidding, or to induce any bidder or bidders to refrain from bidding on any contract or work, and that said bid so made is without reference or regard to any other bid or bids and without agreement, understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatever.

(Signed) H. T. PRITCHARD.

Subscribed and sworn to this 28th day of August, 19.....

HENRIETTA C. JONAS,
Notary Public.

(SEAL)

Received certified check deposited with this bid on.....

.....
Contractor.

EXHIBIT No. 2

COMPANY OWNED OVERHEAD

STREET LIGHTS

(First 4 copies photostated)

1619—10,000 L. O.H. Pendants

2167— 6,000 L. O.H. Pendants

4— 4,000 L. O.H. Pendants

133— 2,500 Gooseneck Brackets

(Exhibit No. 2, Plat of location of overhead lights within the city and owned by the Indianapolis Power and Light Co., attached.) Which was read the first time and referred to the Committee on Public Works.

INTRODUCTION OF SPECIAL ORDINANCES

By the Board of Public Works and Sanitation:

SPECIAL ORDINANCE No. 9, 1939

AN ORDINANCE authorizing the sale of certain personal property which the City of Indianapolis owns or has an interest in; and fixing a time when the same shall take effect.

WHEREAS, the Board of Public Works and Sanitation of the City of Indianapolis has determined that certain personal property now used in its public lighting system and which the said city owns or has an interest in, all as hereinafter described, is no longer needed by the city by reason of a certain new contract entered into by and between the Indianapolis Power and Light Company, a corporation, and said City of Indianapolis, by and through its Board of Public Works and Sanitation, now awaiting the approval of the Common Council, and that it would be to the best interests of said city to dispose of said property and its interest therein by sale, NOW, THEREFORE,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the Board of Public Works and Sanitation is hereby authorized to sell certain lighting equipment now owned by the City of Indianapolis and described as follows, to-wit:

Item	Location	Description
1	Capitol Avenue—16th St. to Fall Creek.	55—10' Cast Iron Parkview Column 8 x 16 Ball Globes and Connecting Cable
2	Maple Road Boulevard — Northwestern Avenue to Broadway	113—10' Cast Iron Parkview Column 8 x 16 Ball Globes and Cable

- | | | |
|---|---|---|
| 3 | Maple Road Boulevard —
Broadway to Fall Creek
Parkway | 48—10' Cast Iron Parkview
8 x 16 Ball Globes and Connect-
ing Cable |
| 4 | Meridian Street—Fall Creek
to Maple Road Boulevard | 76—No. 1925 Union Metal Col-
umns 118 and 1118 Glassware,
Safety Coils and Connecting
Cables |
| 5 | Watson Road—Fairfield Ave-
nue to Winthrop Avenue | 33—No. 1925—Union Metal Col-
umns 118 and 1118 Glassware,
Safety Coils and Connecting
Cable |
| 6 | Capitol Avenue — Fairfield
Avenue to Maple Road Boule-
vard | 80—No. 1925 Union Metal Col-
umns 118 and 1118 Glassware,
Safety Coils and Connecting
Cable |
| 7 | 42nd Street—Meridian Street
to Illinois Street | 10—Brick or Concrete Columns
8 x 16 Ball Globes and Connect-
ing Cable |
| 8 | Berkley Road—Sunset Lane
to Haughey Avenue | 11 Miscellaneous Lights and
Connecting Cable |
| 9 | South East Street — South
Street to Sanders Street | 40—Duplex 20' Standards and
Connecting Cable and Suspens-
ion Units. |

Section 2. That the Board of Public Works and Sanitation is hereby authorized to sell all the interests which the City of Indianapolis has in certain other lighting equipment now being purchased by said city and which interest appears by the purchase price and the payments made by said city, as hereinafter designated, and the description of which lighting equipment is as follows, to-wit:

10—12' No. 8055 Union Metal Ornamental Standards with Sansver Units and connecting cable, located on the abutting sidewalks of Lockefield Gardens. Purchase price—\$2,503.60. Payment by City—\$250.36.

15—15' No. 1926 Union Metal Ornamental Standards with Sansver Units and connecting cable located on North West Street, from New York Street to Indiana Avenue. Purchase price—\$4,160.70. Payment by City—\$832.14.

40—15' No. 1926 Union Metal Ornamental Standards with Sansver Units and connecting cable located on West Street, from Indiana Avenue to 16th Street. Purchase price—\$8,259.70. Payment by City—\$1,651.94.

4—15' No. 1926 Union Metal Ornamental Standards with Sansver Units and connecting cable located on 16th Street between Alabama Street and Central Avenue. Purchase price—\$1,056.30. Payment by City—\$211.26.

Section 3. That the sale of said lighting equipment, as described in Sections 1 and 2 of this ordinance, shall be for not less than the appraised value thereof, which value is to be hereafter determined by appraisers appointed by the judge of the Circuit Court of Marion County, Indiana, and shall be subject to all other conditions and effected in the manner as provided by law.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval by the mayor.

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

On motion of Mr. Ransom, seconded by Mr. Deluse, the Common Council adjourned at 12:30 P. M.

We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the Common Council of the City of Indianapolis, held on the 20th day of September, 1939, at 12:00 P. M.

In Witness Whereof, we have hereunto subscribed our signatures and caused the seal of the City of Indianapolis to be affixed.



Attest:

President.



City Clerk

(SEAL)