

LIGHTING CONTRACT
AND
FRANCHISE AGREEMENT
BETWEEN THE
CITY OF PROVIDENCE
AND THE
NARRAGANSETT
ELECTRIC LIGHTING
COMPANY

Loose Leaf Manufacturing Co.
City Printers,
257 West Exchange Street, Providence, R. I.

1912.

THE CITY OF PROVIDENCE.

Joint Resolution of the City Council.

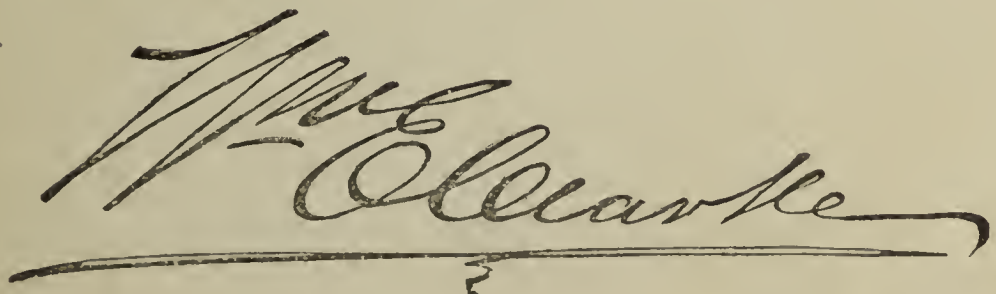
No. 304.

(Approved August 10, 1912.)

RESOLVED, That the Mayor is hereby authorized and directed in the name and behalf of the City of Providence to execute and deliver an agreement with the Narragansett Electric Lighting Company, in accordance with the accompanying draft agreement, to secure improved lighting of the streets and parks of the city and at a reduced cost to the city, during the period of ten years from July 1, 1912, and to provide for the conducting of the business of said company under an exclusive franchise for the term of five years from July 1, 1912 in streets of the city, upon certain terms and conditions to protect and further the interests of the city and its citizens, including the payment of a franchise tax to the city, all as set forth in said draft agreement.

A true copy,

WITNESS:

A handwritten signature in cursive script, reading "Mrs. Clarke", written over a horizontal line.

City Clerk.

354.5

P938 L

24 Feb 13 Wing

This Agreement

made and entered into this _____ day of _____ A. D. 1912, by and between the City of Providence, a municipal corporation in the County of Providence, State of Rhode Island, hereinafter referred to as the city, and the Narragansett Electric Lighting Company, a corporation created by act of the General Assembly of said State, hereinafter referred to as said company,

Witnesseth

That the parties hereto, pursuant to Chapter 91 of the General Laws and any and all other powers and authority them hereunto enabling, hereby respectively enter into and assume the agreements and undertakings hereinafter set forth according to the nature thereof and their respective interests and obligations therein, and agree to execute, perform and observe the same accordingly, and subject to all the terms, conditions, limitations, reservations and provisions hereinafter set forth respecting the same.

City Sargeant

CONTRACT FOR ELECTRIC LIGHTS FOR THE CITY.

Pror.

SECTION 1. Said company shall sell and furnish to and for
2 the city, and the city shall purchase and take from said company
3 all the electric lights used by the city and ordered by the city
4 council or the duly authorized officers or representatives of the
5 city for lighting the streets, squares, lanes, alleys and other

6 public places in the city, and lands therein dedicated by the
7 owners thereof for public streets or ways by and on plats duly
8 recorded in the office of the recorder of deeds in the city, and
9 the public parks of the city, and all the electric lights ordered
10 as aforesaid for lighting public playgrounds and other public
11 estates and public buildings thereon of the city, for the following
12 prices, and upon the following terms, conditions, specifications
13 and provisions.

14 (2) *Types.*—Said lights shall include both arc and incan-
15 descent lights, and if so ordered any other types of electric
16 lights now or hereafter invented or used, which are reasonably
17 applicable to said company's systems as now or hereafter exist-
18 ing and used for furnishing electric lights, and for generating,
19 distributing and delivering currents of electricity therefor.

20 (3) *Term.*—The term of this contract shall be for the
21 period of ten years from the first day of July, 1912, commencing
22 with the day of said date and ending with the morning of the
23 first day of July, 1922.

24 (4) *Work.*—Said company shall furnish at its expense all
25 the work and labor and all the materials, fixtures and appurten-
26 ances, and of such kinds and quality as are required to furnish
27 and maintain first class electrical systems for lighting said
28 public and dedicated streets and ways, and parks, playgrounds,
29 places and buildings, and to supply first class electric lights
30 therefor of the kinds and standards required and ordered as
31 aforesaid, but this contract to furnish said lights shall not
32 include furnishing, installing or maintaining any wires, fixtures,
33 lamps or appurtenances on or within any lands, buildings or
34 structures of the city for multiple lighting, except such as are
35 required to bring the electric currents thereto, and are furnished
36 generally without charge to the owners or occupants of private

37 estates, buildings and structures, and except such of the same
38 as are required for multiple lighting on, over or under bridges
39 of the city, and under railroad bridges for lighting streets
40 thereunder. All lights for lighting such public and dedicated
41 streets and ways and public parks shall be supplied, and the
42 lamps, globes and other appurtenances thereof shall be kept in
43 proper condition, and shall be cleaned as often as reasonably
44 required to yield the maximum amount of clear and unob-
45 structed light according to the standard capacity thereof, to the
46 reasonable satisfaction of the joint standing committee of the
47 city council on lights and the electrical and gas engineer of the
48 department of public works. All other lights furnished said
49 city shall be supplied to the reasonable satisfaction of said
50 engineer and the city department, for which such lights are
51 furnished.

52 (5) *Construction and Maintenance Standard.*—All poles,
53 wires, cables, conduits, subways, manholes, pipes and other
54 fixtures and appurtenances, now or hereafter installed and used
55 by said company for lighting such public and dedicated streets
56 and ways and public parks shall be erected, made, constructed
57 and maintained in good and workmanlike manner and in first
58 class condition, and to the reasonable satisfaction of said com-
59 mittee and said engineer.

60 (6) *Locations.*—Said engineer shall see that any and all
61 lights, ordered to be placed in any such public or dedicated
62 streets or ways, or in any such parks for outdoor lighting there
63 of, are located at the definite places therein designated by the
64 city council, or, if for any reason any location designated for
65 any light should be found to be impracticable, at such location
66 approximate thereto as is approved by said committee and said
67 engineer.

68 (7) *Height of Lights.*—The standard height of the new
69 type of arc lamps herein provided for shall be about fourteen
70 feet six inches from the ground where the same respectively are
71 located to the center of the arc; and the standard height of all
72 incandescent lamps suspended on brackets shall be not less than
73 twelve feet nor more than fourteen feet above the ground where
74 the same respectively are located. But in special cases to secure
75 better lighting results any of the same may be installed or
76 changed so as to be of such greater or less height as is approved
77 by said committee and said engineer.

78 (8) *Number of Lamps on Circuit.*—The number of lamps
79 on any one or more circuits shall not exceed the number which
80 the generator or generators supplying current for such circuit
81 or circuits are rated to run.

82 (9) *Changes.*—To secure better or more equal illumination
83 of any such public or dedicated streets or ways or public parks
84 or any part or parts of any of the same, upon order of said city
85 council or of said committee and said engineer at any time
86 during said term, said company shall change the location of
87 any pole or poles and the light fixtures and appurtenances
88 pertaining thereto now or hereafter placed therein, to such new
89 location or locations therein as may be designated in such order.
90 Said company shall pay the cost of any such changes, which
91 changes do not cost in excess of one thousand dollars in any
92 year, and the city shall pay the actual cost of any such additional
93 changes, but said company shall pay the cost of all changes
94 pursuant to Section 2 hereof. Upon like order for said purpose,
95 said company shall substitute arc or incandescent lamps for any
96 incandescent or arc lamps now or hereafter placed therein and
97 make the incidental changes at its own expense. Said company
98 shall also pay the cost of all such changes in location necessi-

99 tated by any building, rebuilding or widening of any such
100 streets or ways, also the cost of all changes required by said
101 committee and said engineer for the purpose of preventing
102 interference with the use of private estates.

103 (10) *Extensions.*—Said company at any time during said
104 term shall at its expense extend its lighting systems to any
105 extent necessary to furnish any electric lights required by the
106 city as and when ordered by the city council or the duly author-
107 ized officers or representatives of the city, and as soon as
108 practicable thereafter, but this provision shall not be construed
109 to authorize the installation of any poles, wires or other fixtures
110 or appurtenances in any such public street or way except in
111 conformity with Chapter 54 of the Revised Ordinances of 1899
112 entitled “Wires” and any ordinances in amendment thereof or
113 in addition thereto; provided, however, that said company as
114 heretofore may place conduits in any street or highway where
115 it shall have been granted permission to locate poles and wires,
116 but in conformity with said chapter as amended.

117 (11) *Light Time.*—All lights in all public or dedicated streets
118 and ways shall burn or be kept lighted every night and all night,
119 according to the accompanying copy of the all night time card
120 for the lighting and extinguishing of electric lamps now on file
121 in the office of the commissioner of public works. Said com-
122 mittee may order any lights under any railroad bridges for
123 lighting streets thereunder to be kept lighted during such
124 further hours of any day as said committee may determine.
125 Said card copy shall be kept on file in the office of the city clerk

126 (12) *Outages.*—To prevent and remedy outages, said compa-
127 ny shall establish and maintain an efficient system of patrol for
128 inspecting all arc lamps in such streets and ways, and any lamp

129 which fails to burn properly shall be promptly reported and put
130 in order, or immediately replaced. For such inspection a suffi-
131 cient number of men shall be employed to make an examination
132 of each such lamp as often as reasonably required by said com-
133 mittee and said engineer, and said company shall use all due ef-
134 fort to secure such inspection. Any broken globes or reflectors
135 shall be replaced by sound ones as soon as possible after the same
136 are broken, and while any globes or reflectors remain broken and
137 not replaced, the lights there shall be considered as out, and such
138 outage shall be deducted from the price of such lights. The police
139 department shall report daily to said engineer all outages and the
140 duration thereof so far as observed or known by the members
141 of said department, and said engineer shall, in books of the city
142 to be kept in the office of the city engineer, make and preserve a
143 record of all light outages. If the current is ordered stopped in
144 case of fire or other danger by any official of the city in the per-
145 formance of his duty, no deduction for outage shall be made for
146 the time stopped pursuant to such order, nor shall deduction be
147 made for lamps out through malicious breakage for such time
148 as is necessary to replace or repair the same.

149 (13) *Current.*—Proper current shall be furnished for all
150 lamps and to maintain the lights according to the standard
151 requirements. It is agreed that said engineer is authorized to
152 make such reasonable examinations and tests to determine the
153 electrical current supplied under this contract as he may deem
154 necessary, and to that end he and any assistant authorized by
155 him shall have access at all reasonable times to all buildings,
156 manholes, conduits, subways, poles, lamps, wires, apparatus
157 and machinery used by said company for furnishing lights for
158 the city, and said company shall furnish space at their stations
159 for such recording meters as the city may provide. He may

160 attach to any circuit in service for supplying the city with lights
161 in any such streets, ways or parks, at such point or points as he
162 may select, one or more ammeters, voltmeters or other measur-
163 ing instruments properly standardized, and maintain the same
164 during his pleasure. In case any two tests made by said
165 engineer in any one month show a smaller amount of electrical
166 energy in any circuit in service for supplying lights in any such
167 streets, ways or parks than is called for by this contract, such
168 tests shall be deemed to be representative of the month for that
169 circuit and the city may deduct from the price of such lights
170 for such month such proportional part thereof as the deficiency
171 found by such tests shall bear to the required standard of
172 electrical energy; provided that said company shall be notified
173 a sufficient time in advance of the time and place from which
174 said engineer is to start to make any examination or test of or
175 in any such building, manhole, conduit or subway, so that a
176 representative of said company may accompany him and observe
177 the making of such examination or test.

178 (14) *Lamps*.—Said engineer may at any time remove any
179 lamps or electrodes to test the same, but before doing so shall
180 notify said company of such intention, and said company shall
181 immediately place other lamps or electrodes in their places. He
182 may make any tests of the light-giving power of any lamps
183 when burning in service. Said engineer shall notify said com-
184 pany of the place and time of any such test, so that a represen-
185 tative of said company may be present and observe the making
186 of such a test. In case the light-giving power of any lamps
187 shall be found to be less than called for herein, the city may
188 deduct from the price of the lights furnished by means of such
189 lamps such proportional part thereof, as such deficiency in
190 power thereof bears to the light-giving power thereof herein

191 required. The provisions for deduction for failure to furnish
192 or maintain proper current or lamps shall not imply any right
193 on the part of said company to continue to use such defective
194 lamps or to operate lights under reduced power. Said company
195 shall permit such engineer to sample and test any or all lots of
196 electrodes purchased by it.

197 (15) *Discontinuance of Lights.*—In case at any time or
198 times during said term any light or lights shall be found by the
199 city council or said committee and said engineer to be unneces-
200 sary by reason of the substitution for any lamp or lamps or
201 appurtenances thereof then existing in any such street, way or
202 park of any lamp or lamps or appurtenances of greater candle
203 or light diffusing power, or by reason of any changes in or
204 rearrangement of the location or locations of any lamp or lamps,
205 the same on order of the city council or said committee and said
206 engineer shall be discontinued, and the fixtures and appur-
207 tenances solely used therefor shall be removed by said company
208 at its expense. At any time or times after July 1, 1913, during
209 said term, the city council for any reason may discontinue any
210 number of lights being furnished the city by said company in
211 any such streets, ways or parks, but not to such extent as would
212 decrease at any time the total number of lights to be furnished
213 the city by said company in such streets, ways and parks to less
214 than ninety-five per cent. (95%) of the definite number of lights
215 provided for hereunder and any additions thereto hereafter
216 ordered and installed, and on order of the city council the
217 fixtures and appurtenances solely used therefor shall be removed
218 by said company at its expense.

LIGHTING IMPROVEMENTS.

SEC. 2. Said company shall make all the following changes
2 and improvements in its street lighting systems, as soon as

3 practicable after the delivery of this agreement, and shall
4 furnish all work, labor, materials, fixtures and appurtenances
5 required therefor wholly at its own expense. All the present
6 open arc and incandescent lights furnished the city in the public
7 and dedicated streets and ways in the city shall be discontinued,
8 as soon as other lights are installed in lieu thereof as hereinafter
9 provided. New arc and incandescent lights shall be installed in
10 such of the public and dedicated streets and ways in the city,
11 and in such locations therein and of such classes and numbers,
12 but not less than the total number of seven thousand (7000)
13 single and cluster lights, as are from time to time ordered
14 by said committee and are shown on plans approved from
15 time to time by said committee, but said committee may
16 change the particular but not general locations of any
17 of the same at any time prior to the installation there-
18 of, and may order any such arc or incandescent lamps
19 to be substituted for any such incandescent or arc
20 lamps.

21 (2) *Arcs.*—All said new arc lights shall be of the type
22 known as 6.6 amperes inverted type magnetite arc series
23 lamps, and each lamp when burning shall be under an
24 electro-motive force of from 75 to 80 volts, and take not
25 less than 6.5 amperes and not less than 487.5 watts at
26 the terminals of the lamp and shall be sufficient to give
27 light in amount according to said voltage, and shall be
28 kept up to at least said standard. Any such lamp or part
29 thereof condemned as defective by said engineer shall be
30 repaired or replaced by said company as soon as practi-
31 cable. Said lamps shall have opalescent globes. All sin-
32 gle lamps of the same supplied with such force by means of
33 and in connection with underground conduits shall be supported

34 upon ornamental iron poles of substantially the design shown
35 in the accompanying drawing thereof, and all cluster lamps of
36 the same shall be supported upon ornamental iron poles of
37 substantially the design shown in the accompanying drawing
38 thereof, except that in special cases where poles cannot be con-
39 veniently used or would be inappropriate, said committee and
40 said engineer may direct that any such single or cluster lamps
41 shall be supported in some other definite manner. All of the
42 same supplied with such force by overhead or aerial connections
43 shall be supported on wooden poles by iron brackets of substan-
44 tially the design shown in the accompanying drawing thereof.

45 (3) *Incandescents.*—All said new incandescent lights
46 shall be of the type known as 60 candle power each, heavy
47 filament street series tungsten lamps; except that instead of
48 series they shall be multiple, and instead of tungsten they may
49 be carbon filament if the tungsten filament is found to be imprac-
50 ticable in use, when used on, over or under any bridges of the
51 city or under railroad bridges for lighting streets thereunder;
52 and the current for such lamps when burning shall be sufficient
53 to give such lights of 60 candle power each according to the
54 unit of light prescribed and maintained by the United States
55 Bureau of Standards and known as the International Candle.
56 All the same shall be kept up to said standard. Every such lamp
57 shall be renewed when its candle power has decreased to ninety
58 per centum of its initial rated candle power. All lamps of the
59 same having overhead or aerial connections shall be supported
60 on wooden poles by iron brackets of substantially the design
61 shown in the accompanying drawing thereof, except that said
62 company may continue to use the present brackets now in
63 service not exceeding 2500 in number, for supporting incan-
64 descent lights. All single lamps of the same having under-

65 ground connections shall be supported on iron poles of sub-
66 stantially the design shown in the accompanying drawing there-
67 of, and all five cluster lamps of the same so supplied shall be
68 supported upon ornamental iron poles of substantially the design
69 shown in the accompanying drawing thereof, and all three and
70 two cluster lamps of the same so supplied shall be supported
71 upon ornamental iron poles of substantially the design shown in
72 the accompanying drawing thereof, except that in special cases
73 as aforesaid said committee and said engineer may direct that
74 any such single or cluster lamps shall be supported in some other
75 definite manner. All single incandescent street lamps shall have
76 radial wave reflectors of substantially the design shown in the
77 accompanying drawing thereof, except that on the present
78 brackets now in service the present type of reflectors may be
79 used, but there shall be no mingling of said two types on any
80 street after sufficient time to make the necessary changes. Said
81 brackets and reflectors of said present types shall be located
82 in such streets as designated by said committee. All cluster
83 incandescent street lamps shall have opalescent globes. Upon
84 the delivery of this agreement, all the accompanying drawings
85 shall be kept on file in the office of the city clerk.

86 (4) *Installation Time.*—Within fourteen days from the
87 date of the order of said committee, all the present incandes-
88 cent lamps, which are to be replaced with said new incandes-
89 cent lamps, and which are located on poles now situated at the
90 definite locations shown on such plans and on poles of the kinds
91 herein specified therefor, shall be removed, and said new lamps
92 installed in place thereof. Within four months from the date
93 of the delivery of this agreement, a sufficient number of said
94 new incandescent lights shall be installed to make with any
95 present incandescents remaining the total number of five thou-

96 sand (5000) single incandescents in service in such public or
97 dedicated streets and ways, and any remainder of said new
98 incandescent lights and all the new arc lights shown on such
99 plans shall be installed within one year from the date of the
100 delivery of this agreement, unless said company is delayed in
101 the work by any delay in the orders of said committee or by any
102 change in the locations thereof, in which case any further
103 necessary time shall be allowed for installing any lights
104 affected thereby, but not more than the time of the delay
105 caused thereby. In case any delay in any such installation
106 work shall be caused by any strikes, act of God or other
107 casualties not within the control of said company, any further
108 necessary time, not exceeding the time of such delay, shall be
109 allowed for any such installation work affected thereby.

110 (5) *Gas Lights Discontinued.*—Said new incandescent lights
111 shall be substituted for the present Welsbach street lights at
112 the expiration of the present contract with the Welsbach Street
113 Lighting Company of America which extends to the morning of
114 January 1, 1913, and the same shall be installed in the locations
115 shown on such plans and in ample time to put in service on
116 January 1, 1913.

117 (6) *Provisions Apply to Further Lights.*—All the afore-
118 going provisions so far as applicable shall apply to the installa-
119 tion, maintenance and service of or relative to all further arc
120 or incandescent lights according to the aforesaid classes thereof,
121 hereafter ordered by the city to be installed in any such public
122 or dedicated streets or ways, except the installation thereof
123 shall be as soon as is practicable after the order or orders
124 therefor.

125 (7) *Parks.*—Said new arc and incandescent lights shall be
126 installed in all the public parks of the city in substitution for

127 the present arcs and incandescents therein for outdoor lighting.
128 Said new arc and incandescent lights in substitution for or in
129 addition to the present number of lights therein shall be in-
130 stalled and located in such locations therein and of such classes
131 and numbers as are ordered by said committee and shown on
132 plans approved by it, but said committee may change the par-
133 ticular but not the general locations of any of the same at any
134 time prior to the installations thereof, and may order any such
135 arc or incandescent lamps to be substituted for any such incan-
136 descent or arc lamps. All said new single and cluster arcs
137 and single and cluster incandescents supplied by underground
138 service shall be supported on said ornamental iron poles for the
139 same respectively, and shall have opalescent globes. All said
140 new arc and incandescent lights in Roger Williams, Hayward
141 and Tockwotton parks shall be supplied by underground service
142 therein, and said company at its expense shall install therein all
143 necessary underground conduits, ducts and appurtenances neces-
144 sary therefor and maintain the same during the term of this
145 contract. Any new underground conduits or ducts required
146 therefor shall be located in such particular places therein, as
147 are approved by said committee, said engineer and the board
148 of park commissioners. All said new installations shall be
149 made as soon as practicable, but not later than one year from
150 the date of the delivery of this agreement, unless said company
151 is delayed in the work by any failure of the city to specify the
152 locations of any such additional underground conduits or ducts,
153 or by any delay in the orders of said committee or by any
154 change in the locations of any such new lights, in which case
155 any further necessary time shall be allowed for installing any
156 lights affected thereby, but not more than the time of the delay
157 caused thereby. In case any delay in any such installation work
158 shall be caused by any strikes, act of God or other casualties

159 not within the control of said company, any further necessary
160 time, not exceeding the time of such delay, shall be allowed for
161 any such installation work affected thereby. All said park
162 lights shall be extinguished from October 15 to May 1 each
163 year at midnight and from May 1 to October 15 each year at
164 2 o'clock A. M., except that the lights on or to light the road--
165 way in Roger Williams Park leading from the Anne Mann
166 gates at Elmwood avenue to Broad street and the lights in
167 Hayward and Tockwotton parks shall burn all night. All the
168 foregoing installation and maintenance provisions relative to
169 street lighting, which are consistent herewith, shall apply to
170 the installation and maintenance of said new park lights, and the
171 service to be given thereby. All the provisions hereof so far
172 as applicable shall apply to the installation, maintenance and
173 service of or relative to all further arc or incandescent lights
174 according to the aforesaid classes thereof, hereafter ordered by
175 the city to be installed in any such parks, except that the
176 installation thereof shall be as soon as practicable after the
177 order or orders therefor.

PRICE OF LIGHTS.

SEC 3.—For and during the period from and after the morn-
2 ing of July 1, 1912, to the morning of July 1, 1916, inclusive,
3 the price of all series arc and incandescent lights of said types
4 and classes, and of any such incandescent lights used for
5 multiple lighting, in such public or dedicated streets and ways
6 in the city and in the public parks of the city ordered by the
7 city for outdoor lighting of the same shall be as follows.

8 (2) *Arc Prices.*—For each of said new single arc lights
9 supported upon the ornamental pole therefor and supplied by
10 underground service, to burn all night and every night, eighty-

11 five dollars (\$85) per year. For each of the same supported
12 upon a wooden pole and the ornamental bracket therefor and
13 supplied by overhead or aerial service, to burn all night and
14 every night, seventy-five dollars (\$75) per year. For each set
15 of triple cluster arc lights supported upon the ornamental pole
16 therefor, and supplied by underground service, to burn all night
17 and every night, two hundred and thirty-five dollars (\$235)
18 per year. For each single arc light or set of triple cluster arc
19 lights in special cases as aforesaid not supported upon any pole,
20 the price therefor shall be diminished or increased according to
21 the difference between the cost to the company of the pole and
22 service connections therefor and the cost of the special support
23 and the service connections thereof, and as agreed upon by said
24 committee and said company. For each arc light of the type
25 now in use to burn all night and every night until discontinued,
26 one hundred dollars (\$100) per year, but subject to change in
27 price as hereinafter provided. For each single arc light and
28 each set of cluster arc lights ordered to be extinguished at
29 midnight the prices shall be at the rate of fifty-five (55) per
30 centum of the said prices for the same respectively for all night
31 lighting, and for each of the same ordered to be extinguished
32 after midnight and before morning the price for the additional
33 hours burned shall be proportionate to the price for all night
34 lighting.

35 (3) *Incandescent Prices.*—For each of said new single
36 incandescent lights supported upon a wooden pole and the
37 ornamental bracket therefor and supplied by overhead or
38 aerial service, to burn all night and every night, seventeen
39 dollars (\$17) per year. For each of the same supported upon
40 the ornamental iron pole therefor and supplied by underground
41 service, to burn all night and every night, twenty-two dollars

42 (\$22) per year. For each set of five cluster incandescent lights
43 supported upon the ornamental iron pole therefor and supplied
44 by underground service, to burn all night and every night,
45 ninety-five dollars (\$95) per year. For each set of three or two
46 cluster incandescent lights supported upon the ornamental iron
47 pole therefor, and supplied by underground service, to burn all
48 night and every night sixty-one dollars (\$61) per year for the
49 three cluster; and forty-four dollars (\$44) per year for the two
50 cluster lights. For each single incandescent light or set of
51 cluster incandescent lights in special cases not supported upon
52 any pole, the price therefor shall be diminished or increased
53 according to the difference between the cost to the company of
54 the pole and service connections therefor and the cost
55 of the special support and the service connections thereof, and
56 as agreed upon by said committee and said company. For each
57 incandescent light of the type now in use to burn all night and
58 every night until discontinued, at the rate of twenty-four dol-
59 lars (\$24) per year, but subject to change in price as hereinafter
60 provided. For each single incandescent light and each set of
61 cluster incandescent lights ordered to be extinguished at mid-
62 night, the prices shall be at the rate of fifty-five (55) per
63 centum of the said prices for the same respectively for all night
64 lighting, and for each of the same ordered to be extinguished
65 after midnight and before morning the price for the additional
66 hours burned shall be proportionate to the price for all night
67 lighting.

68 (4) *Times New Prices Begin.*—When each new single arc or
69 set of cluster arcs, whether with overhead or underground con-
70 nections, is installed in condition for lighting service in any such
71 public or dedicated street or way or public park, the price for
72 said new light or new set of lights shall immediately apply. At

73 the expiration of one year from the date of the delivery of this
74 agreement the new prices for all single arc lights shall immedi-
75 ately apply to any present arc lights therein, which have not
76 then been discontinued and replaced by the new arcs, unless the
77 delay in the work was caused by any failure of the city to
78 specify the locations of any such additional conduits or ducts in
79 any such parks or by any delay in the orders of said committee
80 or by any change in the locations of any such new lights, in
81 which case the new prices shall apply to any such present arc
82 lights affected thereby at the expiration of such further time
83 as is necessary to replace the same, but not exceeding the time
84 of the delay caused thereby. At the expiration of fourteen
85 days from the date of the order of said committee first men-
86 tioned in Section 2 paragraph 4 thereof, the price of all the
87 present incandescent lights supplied by overhead or aerial ser-
88 vice, which have not then been removed, furnished the city to
89 burn all night and every night in such streets, ways and parks,
90 shall be reduced to the rate of twenty-one dollars (\$21) per
91 light per year, and all the same supplied by underground service
92 shall be reduced to the rate of twenty-two dollars (\$22) per
93 light per year. The price of said new single incandescent lights,
94 installed within or after said fourteen days whether with over-
95 head or underground connections, and whether in substitution
96 for the present incandescents or in addition thereto, to burn all
97 night and every night, shall be as supplied by overhead or aerial
98 service at the rate of twenty-one dollars (\$21) per light per
99 year, and as supplied by underground service at the rate of
100 twenty-two dollars (\$22) per light per year, until there shall be
101 installed a sufficient number of said new single incandescents to
102 make with any present incandescents remaining the total number
103 of five thousand (5000) single incandescents in service in such
104 streets, ways and parks, whereupon said prices for said new

105 single incandescent lights according to the several classes
106 thereof, as specified in paragraph 3 of this section, shall apply,
107 and shall also then apply to all present incandescent lights
108 according to such classes then remaining until removed as
109 aforesaid, but if said total number of such lights in service in
110 said streets, ways and parks shall not be five thousand at the
111 end of four months from the date of the delivery of this agree-
112 ment, said prices for said new single incandescent lights shall
113 immediately apply and also to all present incandescent lights
114 then remaining as aforesaid, unless the delay in the work was
115 caused as aforesaid, in which case said prices shall apply at the
116 expiration of such further time as is necessary to install such
117 number of said lights as said company was delayed in installing
118 by reason of any such cause, to reach said total number of five
119 thousand lights, but not exceeding the time of the delay caused
120 thereby. When said prices for single incandescents specified
121 in said paragraph take effect as aforesaid, the same shall apply
122 to all the new single incandescent lights thereafter installed.
123 The price for each set of cluster incandescent lights shall apply,
124 when the same is installed in condition for service. Upon the
125 application of said prices respectively, the pro rata prices for
126 any such lights as are extinguished at midnight or later shall
127 apply. In case any delay in any such installation work shall
128 be caused by any strikes, act of God or other casualties not
129 within the control of said company, any further necessary time,
130 not exceeding the time of such delay, shall be allowed for any
131 such installation work affected thereby, before said prices shall
132 apply to any lights affected thereby or in consequence of any
133 such time limitations.

134 (5) *Outages.*—If any such arc or incandescent light or
135 lights for any reason shall not be lighted at the time fixed, or

136 shall go out or be extinguished before the time fixed therefor,
137 such deduction shall be made from the price of each light or
138 set of cluster lights for the time not lighted or burning as shall
139 be proportionate to the ratio that such time bears to the required
140 light time, except as hereinbefore otherwise specially provided.

141 (6) *Special Multiple Lighting Price.*—The price of any
142 special multiple lighting furnished the city on, over or under
143 any bridges of the city or under railroad bridges, ordered to be
144 continued for longer time than hereinbefore provided, shall be
145 for such additional time proportionate to the all night lighting
146 price.

PRICE OF LIGHTS FOR SUBSEQUENT PERIODS.

SEC. 4. For and during the period of three years from and
2 after the morning of July 1, 1916, to the morning of July 1,
3 1919, inclusive, and for and during the period of three years
4 from and after the morning of July 1, 1919, to the morning of
5 July 1, 1922, inclusive, the price of all arc and incandescent
6 lights of all types and classes and of all other types and classes
7 of electric lights, if any, ordered by the city to be placed or
8 used in such public or dedicated streets and ways in the city
9 and in the public parks of the city for outdoor lighting of the
10 same, shall be such for each of said periods as may be
11 determined by mutual agreement, or in default thereof by arbi-
12 tration as hereinafter provided.

13 (2) *Determination of Prices.*—During the time beginning nine
14 calendar months next before and ending four calendar months
15 next before the commencement of each of said periods, the
16 city council of the city and said company shall agree, if possi-
17 ble, upon the prices for such lights for such next ensuing period,
18 and if they shall not agree upon the same within said time and

19 prior to four calendar months next before the beginning of
20 such next ensuing period, said city council for the city and said
21 company, or its successors in interest, shall each select an
22 arbitrator, and give the other party written notice thereof,
23 accompanied by a copy of the written acceptance of the appoint-
24 ment by the arbitrator, not later than three calendar months
25 next before the beginning of such next ensuing period, and if
26 either of the parties shall fail so to do, the arbitrator appointed
27 by the other party in conformity herewith shall be the sole
28 arbitrator. The two arbitrators so appointed shall select a
29 third arbitrator, but if they fail to agree upon such third
30 arbitrator within fifteen days after such appointment and notice,
31 the third arbitrator shall be appointed by the Chief Justice of
32 the Supreme Court of the State of Rhode Island. The arbi-
33 trators shall give the parties and their counsel opportunity to
34 be heard and to present their evidence, and shall make their
35 determination of the prices to be paid for said lights for and
36 during such next ensuing period in writing, and deliver a signed
37 copy thereof to each of the parties, which determination by a
38 majority of the arbitrators or by the arbitrator, if but one, shall
39 be final and conclusive. If any arbitrator for any reason shall
40 not serve or continue to serve, such vacancy, within thirty days
41 after notice of its occurrence, shall be filled in like manner as
42 the original appointment of such arbitrator, and notice of the
43 new appointment accompanied by a copy of the written accept-
44 ance of such new arbitrator shall, within said period of thirty
45 days, be given to the party concerned not making the appoint-
46 ment and to the remaining arbitrators. If such vacancy or
47 notice be not so filled or given, the same shall be filled by said
48 Chief Justice. All fees and expenses of the arbitrators shall
49 be paid by both parties equally, and every such arbitrator shall

50 be deemed to be employed by both parties. Every witness
51 before testifying shall be duly sworn before an officer qualified
52 to take oaths.

53 (3) *Provisions Relative to Subsequent Periods.*—During
54 each of said subsequent periods the foregoing provisions
55 relative to said first period shall apply, so far as applicable, to
56 all lights installed theretofore or during the period and fur-
57 nished the city during the same for outdoor lighting of such
58 streets and ways and parks, and to the location, installation and
59 maintenance of the fixtures and appurtenances therefor, except
60 the prices therefor, unless any of the same shall be changed by
61 mutual agreement.

FURTHER GENERAL PROVISIONS.

SEC. 5. All lights furnished the city under this contract shall
2 be subject to the relevant provisions of Chapter 54 of the
3 Revised Ordinances of 1899 entitled "Wires" and any and all
4 ordinances in amendment thereof and in addition thereto, which
5 do not deprive said company of any rights secured to it by law,
6 including all provisions respecting the location, installation and
7 maintenance of all fixtures and appurtenances, except that the
8 provisions of said ordinances requiring application to the city
9 council to locate, place, construct, use and maintain the fixtures
10 and appurtenances therefor, and limiting the time for the exer-
11 cise of the privilege shall not apply to locating, relocating and
12 installing the lights and in the locations called for by this con-
13 tract, as shown on such plans, but the new installations called
14 for by this contract shall be made within the times specified
15 herein for the same respectively, and any future installations
16 ordered at any time or times during the entire period of this
17 contract shall be made within any definite time or times reason-
18 ably specified by the city council therefor.

19 (2) *Grant for New and Relocated Lights.*—There is
20 hereby granted to said company the right to locate, place,
21 construct, use and maintain all poles, wires, cables and other
22 fixtures and appurtenances required for locating or relocating
23 and installing and furnishing the lights and in the locations
24 shown on such plans, for and during the period of this
25 contract, and upon the expiration thereof, unless this contract
26 shall be continued in force, or a new contract shall be
27 made by the city with said company, or its successors
28 in interest, for lighting such streets, ways and parks, upon
29 order of said city council all overhead or aerial and under-
30 ground poles, wires, cables, fixtures and appurtenances in such
31 streets and ways pertaining solely to furnishing to or for the
32 city lights in such streets and ways (but not including any main
33 conduits or wires or cables in such conduits therein), and all
34 poles, wires and other overhead fixtures and appurtenances in
35 such parks pertaining to furnishing outdoor lighting therein,
36 except, in case the option of purchase under Section 10 hereof
37 is exercised, such of the same in such streets, ways and parks,
38 as are included within said option as exercised, shall be promptly
39 removed by said company or its successors in interest at its or
40 their expense; and all the present underground conduits and
41 ducts in any and all such parks shall be left therein as the prop-
42 erty of the city and in good condition for use for the purpose or
43 purposes installed; and all wires and cables in such present con-
44 duits and ducts in such parks and all underground conduits and
45 ducts and wires and cables therein hereafter installed pursuant
46 to this contract or otherwise in any and all such parks shall be
47 left therein in good condition for use for the purpose or pur-
48 poses installed, but the city shall purchase from said company,
49 its successors or assigns, all wires and cables then left in such
50 present conduits and ducts in such parks and all such under-

51 ground conduits and ducts and wires and cables therein, which
52 are hereafter installed and then left in any and all such parks,
53 for such fair cash price as may be agreed upon by said city
54 council and said company, or in case they should not agree upon
55 the same within three months from July 1, 1922, such prices
56 shall be determined by arbitration in the same manner in all
57 respects as hereinbefore provided, except that said city council
58 for the city and said company shall each appoint an arbitrator
59 and give the required notice thereof and a copy of the accept-
60 ance of the arbitrator within four months from said date.
61 The price basis of such purchase shall be the fair cash value
62 only of the physical property as so installed, and in its then
63 condition at the time of such purchase.

64 (3) *Price for Further New Types of Lights.*—If at any
65 time during any of the several periods of this contract any other
66 type of electric light shall be adopted under the provisions
67 hereof, and shall be ordered by said city council to be furnished
68 by said company for lighting such streets, ways or parks or any
69 parts thereof, the price therefor shall be such as may be mutual-
70 ly agreed upon by said city council and said company, or in case
71 they should not agree upon the price within three months
72 after the adoption of the same, the price therefor shall be
73 determined by arbitration in the same manner in all respects
74 as hereinbefore provided, except that said city council for the
75 city and said company shall each appoint an arbitrator and give
76 the required notice thereof and a copy of the acceptance of the
77 arbitrator within four months after the adoption of the same,
78 but in fixing the price for such other new type of light, any loss
79 suffered by said company by the discontinuance of any type of
80 light in service or the substitution therefor of such new type,
81 shall be considered in fixing the price for such new type of
82 light.

LIGHTS FOR PUBLIC BUILDINGS.

SEC. 6. All lights for lighting public buildings or incident
2 thereto, and all other multiple lights except on, over or under
3 bridges of the city or under railroad bridges, furnished the city,
4 shall be furnished during said period of ten years at the same
5 and no greater rates or prices than charged during said period
6 by said company for lights in private buildings or places under
7 similar conditions.

TIME FOR PAYMENT FOR LIGHTS.

SEC. 7. The city shall pay to said company all sums of
2 money due for all lights furnished the city during each calendar
3 month included in the term of this contract, on or before the
4 twentieth day of each next succeeding month, provided the
5 bills therefor are presented within the first five days of such
6 next month, or if any such bill is later presented, payment of
7 the amount due thereon shall be made on or before the fifteenth
8 day next following the presentation of the same, unless payment
9 of any of the same shall be delayed pending the adjustment of
10 any question arising as to the bill or the amount thereof.

POWER.

SEC. 8. All currents of electricity for power or heat, ordered
2 by the city council or the duly authorized officers or representa-
3 tives of the city to be furnished to or for the city by said
4 company during said period of ten years shall be furnished at
5 the same and no greater rates or prices than said company dur-
6 ing said period shall charge generally for delivery under the
7 same conditions and for the same amount taken. Bills therefor
8 shall be presented and paid as provided for lights.

FUTURE INVENTIONS OR IMPROVEMENTS AFFECTING COSTS.

SEC. 9. In case at any time during said period of ten years
2 any discovery, invention or improvement in electricity, or in
3 electrical machinery, appliances, fixtures or appurtenances for
4 furnishing electricity for lights, shall be made, which if adopted
5 and used by said company would be of such greater practical
6 and commercial value than the means then used or employed by
7 said company for furnishing lights as to reasonably warrant
8 said company to adopt and use the same, and which would cause
9 a material reduction in the cost of furnishing lights or any class
10 or classes of lights for streets, buildings or other places in the
11 city, said company upon order of said city council shall either
12 adopt and use the same in the city as soon as practicable there-
13 after, and upon the same being so put in use, or in case of any
14 failure of said company so to do as soon as practicable there-
15 after, the price for lights furnished the city from the time of
16 such use or such failure shall be reduced by said company
17 reasonably with reference to such reduced cost of furnishing
18 lights or such class or classes of lights, or regards any lights
19 or class or classes of lights continued to be furnished as there-
20 tofore reasonably with reference to the reduced cost securable
21 if the same were used, and as may be agreed upon by said city
22 council and said company. If said company should object to
23 any such order and give notice thereof to said city council
24 within sixty days from the passage thereof, the question of the
25 propriety of such order hereunder shall be determined by
26 arbitration, and if such order is sustained by the arbitrators
27 or a majority thereof, the proper amount of any such price
28 reduction shall also be determined by the same arbitrators or a
29 majority thereof, if said city council and said company shall
30 not have agreed upon the same prior to the appointment of such

31 arbitrators. In case of disagreement only as to the proper
32 amount of such reduction, if said city council and said company
33 shall not agree upon the same within sixty days from the date
34 of such order, the same shall be determined by arbitration.
35 The arbitration shall be in the same manner in all respects as
36 hereinbefore provided, except that said city council for the
37 city and said company shall each appoint an arbitrator and give
38 the required notice thereof and a copy of the acceptance of the
39 arbitrator within thirty days after such notice of such objection,
40 or in case of failure to agree only upon the amount of such
41 reduction within the time hereinbefore specified therefor, then
42 within three months after the date of such order. If said
43 company voluntarily and without any such order shall adopt
44 and use any such discovery, invention or improvement, it shall
45 properly reduce the price of all lights or class or classes of lights
46 furnished the city and affected thereby the same as aforesaid,
47 and if said company and the city should not agree upon the
48 amount of such reduction, the same shall be determined by
49 arbitration in the same manner in all respects as hereinbefore
50 provided, except that said city council for the city and said
51 company shall each appoint an arbitrator and give the required
52 notice thereof and a copy of the acceptance of the arbitrator
53 within thirty days after the city shall give said company notice
54 in writing, that it requires the amount of such reduction to be
55 determined by arbitration. Any such reduction shall continue
56 to be made for and throughout the remainder of the current
57 price period, and until changed by mutual agreement, or
58 until such prices shall be further reduced by said company.
59 Pending any such agreement or determination, the city
60 shall pay for all lights furnished it by said company the same as
61 theretofore, but upon any such agreement or determination, by
62 which any such price reduction shall be made, the amounts of

63 the reduction shall be rebated and paid by said company to the
64 city on all bills paid, or credited on any unpaid bills, for lights
65 furnished the city from the time such discovery, invention or
66 improvement was put in use as aforesaid, or from the time it
67 could have been so put in use after such order.

OPTION TO PURCHASE LIGHTING FIXTURES.

SEC. 10. Upon the termination of this contract, the city
2 shall have the right to purchase all poles, lamps, wires, cables,
3 service lateral ducts and all overhead or aerial and under-
4 ground fixtures and appurtenances, used by said company, or
5 its successors in interest, solely in furnishing the city lights in
6 such streets and ways, and all overhead or aerial poles, wires,
7 fixtures and appurtenances in such parks, used by said company
8 for outdoor lighting thereof, or any part or parts of any of the
9 same, but not including in the same any main conduits or wires
10 or cables in such conduits in any such streets or ways, upon
11 the terms and conditions hereinafter specified; provided it shall
12 notify said company, its successors or assigns, in writing of its
13 acceptance of this option and therein shall generally describe
14 or designate the property or the part or parts thereof to be
15 purchased at least four months prior to July 1, 1922. Upon
16 such notice said fixtures and appurtenances to be purchased
17 shall not be removed pursuant to any requirement in paragraph
18 2 of Section 5 hereof, and at the end of said term shall be left
19 in their locations in good condition for use. The city shall
20 have the right on and after July 1, 1922, to use immediately
21 said fixtures and appurtenances to be purchased without any
22 charge for such use except interest on the price as hereinafter
23 provided. The price basis shall be the fair cash value only of
24 the physical property to be purchased as so installed and in its
25 then condition at the time of such purchase, and the said

26 provision for removing any of the same shall not affect the
27 value of the physical property installed, and the option accept-
28 ance and use of the property shall not imply or confer any
29 franchise value upon or relative to any of the same, and no
30 franchise value whatever relative to any of the same shall be
31 included in such value or price. Said company, its successors
32 or assigns, and the city shall agree, if possible, upon the price
33 for the same, but if they shall not agree upon the price within
34 three months from the date such notice is given, the fair cash
35 value of the same and the corresponding price of the same shall
36 be determined by arbitration in the same manner in all respects
37 as hereinbefore provided, except that said company, its succes-
38 sors or assigns, and the city council for the city shall each
39 appoint an arbitrator, and give the required notice thereof and
40 copy of the acceptance of the arbitrator, within four months
41 from the date such notice is given. The price as determined
42 by agreement or arbitration shall be paid in cash within ninety
43 days from the date when determined, and also interest thereon
44 at the rate of six per centum per annum from the end of said
45 term until the time of such payment, and if not paid within the
46 time required, any and all rights under said option to use or
47 purchase the same may be immediately terminated by said
48 company, its successors or assigns, or if it should not so elect,
49 said company, its successors or assigns, may recover such price
50 and interest from the city. Upon the termination of this con-
51 tract, if the city shall decide to produce its own currents of
52 electricity for lighting its streets it shall have the further option
53 to lease from said company, its successors or assigns, for the
54 period of ten years, such space, cables and wires in any or all
55 its main conduits then existing or thereafter during said period
56 constructed in such streets and ways, and the right to jointly
57 use such poles and pole appurtenances of said company, its

58 successors or assigns, in any such streets and ways, not
59 purchased by the city under its option hereinbefore set forth,
60 as are reasonably required by the city to convey and distribute
61 currents of electricity for the sole purpose of lighting such
62 streets, ways and parks during said period upon the terms and
63 conditions hereinafter specified; provided it shall notify said
64 company, its successors or assigns, of the acceptance of this
65 option and therein shall generally describe or designate the
66 property and property rights to be leased at least four months
67 prior to July 1, 1922. Such lease shall provide that said com-
68 pany, its successors and assigns, shall furnish, maintain, repair,
69 renew and keep in proper condition for such use such leased
70 space, cables and wires in such conduits and such poles and pole
71 appurtenances wholly at its or their expense. The city shall
72 have the right on and after July 1, 1922, to use and exercise
73 immediately said property and property rights without any
74 charge therefor, except as included in the rent hereinafter
75 provided. The annual rent shall run from July 1, 1922, and
76 shall be payable in equal installments quarterly, and shall be
77 based only upon the fair value of the property rights and
78 physical property as installed or part thereof to be used included
79 in the lease, and upon the cost of such repairs, renewals and
80 maintenance, and no franchise value whatever pertaining to
81 any such property or property rights subject to the lease shall
82 be included in such rental. Said company, its successors or
83 assigns, and the city shall agree, if possible, upon the particular
84 property and property rights to be subject to such lease as
85 aforesaid and the amount of such annual rental and all other
86 matters incidental to such lease, but if they shall not agree upon
87 the same or any part or parts thereof, prior to April 1, 1922,
88 the same or the part or parts thereof not agreed upon shall be
89 determined by arbitration in the same manner in all respects as

90 hereinbefore provided, except that said company, its successors
91 or assigns, and the city council for the city shall each appoint
92 an arbitrator and give the required notice thereof and a copy of
93 the acceptance of the arbitrator within thirty days from April
94 1, 1922.

FRANCHISE GRANT.

SEC. 11. The city hereby grants to said company the exclu-
2 sive right for the term of five years, from the first day of July
3 A. D., 1912, and ending with the thirtieth day of June A. D.,
4 1917, to erect, lay, construct, place, maintain, use and operate
5 poles, wires, cables, pipes and conduits, with necessary and
6 convenient appurtenances as may be required for the conduct
7 of the business of said company, for the purpose of conveying,
8 distributing, furnishing and selling currents of electricity to be
9 used for light, heat or motive power, in, over and under the
10 streets and highways of the city, said poles, wires, cables, pipes,
11 conduits and appurtenances to be erected, laid, constructed,
12 placed, maintained, used and operated in, over and under the
13 same streets and highways of the city, in which said company
14 now maintains such poles, wires, cables, pipes, conduits and
15 appurtenances, and also in any other streets and highways,
16 in which it shall hereafter during said period pursuant to lawful
17 right or authority erect, lay, construct, place and maintain such
18 poles, wires, cables, pipes, conduits and appurtenances: pro-
19 vided, however, that unless during said term either party
20 hereto, or its successors in interest, shall give notice in writing
21 to the other party, or its successors in interest, that it will not
22 permit the continuance of said exclusive franchise beyond said
23 term, or unless at the end of said term some other electric light,
24 heat or power company is in fact ready to sell and distribute
25 electricity by means of any fixtures installed in any streets or
26 highways of the city by permission of said city council, said

27 exclusive franchise shall continue in full force and effect to
28 all intents and purposes, and upon the same terms and condi-
29 tions herein prescribed, for such further period of time not
30 exceeding five years as shall elapse, until either party hereto,
31 or its successors in interest, shall have given to the other party,
32 or its successors in interest, at least six months previous notice
33 in writing of its termination of the same, or in case of such
34 continuance until some other electric light, heat or power
35 company is in fact ready to sell and distribute electricity by
36 means of any fixtures installed in any streets or highways of
37 the city by permission of said city council; and further pro-
38 vided, however, and this grant is made upon the express con-
39 dition, and said Narragansett Electric Lighting Company does
40 hereby covenant and agree, that at any time and from time to
41 time during said initial term of five years whenever the city
42 council of the city shall so order, said company, its successors
43 or assigns, shall and will immediately grant and lease to any
44 other electric light, heat or power company designated by said
45 city council the right under said exclusive franchise, and in
46 accordance with any grant or permission of said city council
47 to such other company, to erect, lay, construct, place and
48 maintain poles, wires, cables, pipes, conduits and appurtenances
49 in, on, over, under and across such of said streets and high-
50 ways as said city council may direct, and said poles, pipes and
51 conduits to be placed and maintained in such locations in said
52 streets and highways as may be from time to time designated by
53 the city council or any duly authorized official of said city, but
54 upon the condition that such other company shall not engage in
55 the business of selling or distributing currents of electricity in
56 the city by means of any such poles, wires, conduits or other
57 fixtures until the expiration of said initial term of five years,
58 but this condition shall not be construed to prevent such other

59 company from making any contracts during said term to
60 deliver electricity in the city by said means after the expiration
61 of said term, and said lease or leases to continue during the
62 remainder of said initial term of five years and until the ter-
63 mination of said exclusive franchise; said lease or leases to re-
64 serve to said Narragansett Electric Lighting Company as com-
65 pensation for the privileges granted rent at the rate of one
66 hundred and seventy-five (\$175) dollars per annum during the
67 term or terms thereof, to be computed as part of the gross earn-
68 ings of said company, and in case more than one such lease shall
69 be made such rent shall remain fixed at one hundred and sev-
70 enty-five (\$175) dollars per annum in full compensation for all
71 the privileges granted by all said leases; and said lease or leases
72 to be in the form of lease attached to this agreement and
73 marked "Exhibit A"; and provided further, however, that
74 nothing in this contract shall be construed to prevent the city
75 or city council thereof at any time and from time to time dur-
76 ing said initial term of five years from granting the right or
77 giving its consent to any other electric light, heat or power
78 company to maintain, use and operate from and after the expi-
79 ration of said initial term of five years, poles, wires, cables,
80 pipes, conduits and appurtenances in, on, over, under and across
81 any of the streets and highways of the city for the purpose of
82 conveying, distributing, furnishing and selling currents of elec-
83 tricity to be used for light, heat or motive power.

84 (2) *Reservation Relative to Certain Classes of Public Ser-*
85 *vice Companies.*—And further provided however, that noth-
86 ing in this agreement shall in any way be construed or held to
87 prevent in said city at any time any street railroad company,
88 telephone company, telegraph company, signal company or party
89 authorized or who may hereafter be authorized by the city of

90 Providence, to do a street railroad, telephone, telegraph or
91 signal business therein, from having and exercising the right
92 to keep, maintain in good order and repair, use and operate in
93 any manner in which such company or party may lawfully do
94 at said date, or thereafter be authorized to do during said period,
95 the poles, wires, cables, pipes, conduits and other structures,
96 systems, methods, appliances and appurtenances of such com-
97 pany or party, for use in producing and distributing currents of
98 electricity to be used for light, heat, power, signal and other
99 purposes, in carrying on the street railroad, telephone, telegraph
100 or signal business of such company or party in any manner in
101 which they may be authorized, in any streets or highways,
102 whether such streets or highways shall be occupied by said
103 Narragansett Electric Lighting Company or not.

104 (3) *Reservation Relative to City's Fire Alarm and Police*
105 *Signal Systems, etc.*—And further provided, however, that
106 nothing in this agreement shall in any manner be construed or
107 held to preclude, prevent or hinder the city from erecting,
108 laying, constructing, placing, maintaining, using or operating
109 any poles, wires, cables, pipes, conduits, appliances or appur-
110 tenances in any street, highway or other place in the city, or
111 from producing, conveying or distributing currents of electricity
112 for light, heat, motive power, signal or any other purpose under
113 any systems or methods and in any manner, way or direction
114 whatsoever, for its police signal, fire alarm or other similar
115 public uses or services, or for its own use or upon its own
116 premises wherever situated, except as hereinbefore otherwise
117 expressly provided.

118 (4) *Grant Subject to Certain Statutory Provisions.*—And
119 further provided, however, that the use and enjoyment of all
120 such granted rights shall be subject to such reasonable rules,

121 regulations and orders controlling the extent and quality of
122 construction and service to be maintained by said company,
123 and prescribing the location and arrangement of its poles, wires,
124 cables, pipes, conduits and other appliances and appurtenances
125 as are or may be from time to time hereafter enacted by the city
126 council of the city, subject to the provisions of Section 5 of
127 Chapter 91 of the General Laws.

128 (5) *Grant Subject to City Council Regulations.*—And
129 further provided, however, that the city council of the city may,
130 in addition to the provisions of Chapter 54 of the Revised
131 Ordinances of 1899 entitled “Wires” as heretofore amended,
132 from time to time impose such reasonable rules and regulations
133 as to the erection, construction, location, relocation, removal,
134 use and operation of said company’s poles, wires, cables, pipes,
135 conduits, subways, manholes, and other structures, systems or
136 methods, appliances and appurtenances in any street, highway,
137 conduit, subway or other systems within the city, as the public
138 good may require, provided such ordinances, rules or regula-
139 tions do not deprive said company of any rights secured to it by
140 law, and that at any time when the public good requires that
141 any such poles, wires, cables, pipes, conduits, subways, man-
142 holes and other structures, systems or methods, appliances or
143 appurtenances, or any part or parts of any of the same, shall
144 be removed from any street or highway in the city, said city
145 council may order and require said company, or any party
146 claiming title under it, to remove the same at its expense from
147 such street or highway within ninety (90) days after said city
148 council gives said company notice in writing of such require-
149 ment; and in any such order said city council shall grant to
150 said company, or such party, a right, as nearly similar in public
151 convenience as possible in the same street or highway or in

152 some other street or highway of the city, to erect, construct,
153 maintain, use, and operate any poles, wires, cables, pipes, con-
154 duits, subways, manholes and other structures, systems or
155 methods, appliances and appurtenances or part or parts thereof,
156 which for carrying on the business of said company are reason-
157 ably necessary and are required by reason of such removal in
158 substitution for any of the same ordered removed as aforesaid,
159 but no such further grant shall be required, if in such street or
160 highway there are left remaining reasonably adequate facilities
161 for carrying on said business in or by means of such street or
162 highway, or if said company has in any adjoining or neighbor-
163 ing streets or highways been theretofore granted the right to
164 install and use facilities reasonably adequate for carrying on
165 said business by means thereof instead of any such facilities
166 ordered removed.

167 (6) *New System Rendering Poles Unnecessary.*—And
168 further provided, however, that if at any time any improved
169 system for distributing electricity shall be invented and per-
170 fected, so as to be of such greater practical and commercial
171 value than the system now in use in the city as to reasonably
172 warrant said company to adopt such improved system, said
173 company, or any party claiming title under it, as soon as may be
174 after the commercial and practical utility of such system has
175 been demonstrated shall, when so authorized by the city council
176 adopt, apply and use such system in the city, and thereupon
177 remove from the public streets and highways of the city all
178 poles, wires and other structures and appurtenances rendered
179 unnecessary by the introduction of such new system; and if
180 said company, or such party, shall refuse or neglect to adopt,
181 apply and use such new system for one year after receiving

182 notice in writing from the city council so to do, the exclusive
183 rights granted by this agreement shall thereupon cease and end,
184 but subject to the provisions of Section 27 hereof.

185 (7) *Service Extensions and Additions.*—And further pro-
186 vided, however, that whenever in the opinion of the city council
187 of the city, the public good requires that electric lights, or poles,
188 wires, cables and other structures, systems or methods, appli-
189 ances and appurtenances for the transmission of electricity for
190 use in the business of producing, selling and distributing elec-
191 tricity to be used for light, heat, power and other purposes shall
192 be furnished or constructed in the city in addition to those then
193 furnished or operated by said company, or any party claiming
194 title under it, said city council may, at any time and from time
195 to time during the existence of said granted franchise, order
196 said company, or any party claiming title under it, to construct,
197 maintain and operate such lights, poles, wires, cables and other
198 structures, systems or methods, appliances and appurtenances
199 within the city, within six months after the passage of said
200 order, and upon failure on the part of said company, or any
201 party claiming title under it, to comply with such order within
202 said time, the exclusive rights herein granted shall cease
203 and end, but subject to the provisions of Section 27 here-
204 of. Nothing in this proviso shall require said company to
205 install any underground conduits for carrying its wires to any
206 greater extent than hereinafter provided.

207 (8) *Conduits.*—And further provided, however, that said
208 company shall remove from fifteen miles of the streets of the
209 city, in which it has now overhead or aerial service, all poles,
210 wires and other overhead or aerial fixtures and appurtenances,
211 which are used only for supporting or carrying its wires and
212 cables or either, and shall build any and all underground con-

213 duits and appurtenances in the streets of the city, necessary for
214 carrying its wires and cables to be removed as aforesaid, and
215 so that overhead or aerial service in such fifteen miles of streets
216 shall be entirely discontinued and underground service substi-
217 tuted therefor, within five years from the first day of July,
218 A. D. 1912, not less than one-fifth part thereof to be done each
219 year during said period until the same is wholly completed, and
220 such removal and conduit installation shall be from and in such
221 particular streets or parts thereof as may be agreed upon by
222 said company and the commissioner of public works, or in case
223 they shall fail to agree as shall be determined by said committee
224 after giving said company and said commissioner an opportunity
225 to be heard, and that, except as herein otherwise provided, said
226 company shall maintain and use its system of underground
227 conduits in the streets of the city, and from all streets of the
228 city, where underground conduits are now or hereafter shall be
229 installed, said company shall as soon as practicable remove all
230 poles and other overhead or aerial fixtures or appurtenances,
231 which are used only for supporting or carrying its wires or
232 cables.

233 (9) *Special Tax.*—And further provided, however, that said
234 company, and any party claiming title under it, in consideration
235 of and in full payment for the exclusive rights and privileges
236 in and to the streets and highways of the city hereinbefore
237 granted, shall pay to the city treasurer of the city a special tax
238 equal to three per centum (3%) of the gross earnings of said
239 company within the city for and during said period of five (5)
240 years from July 1, A. D. 1912, to July 1, A. D. 1917, and for
241 such further period as said exclusive rights and privileges shall
242 continue. Said company or such party shall make and render
243 to said city treasurer on or before the thirtieth day of January,

244 April, July and October in every year until the payments herein
245 required are fully made, returns verified by the oath of its presi-
246 dent or treasurer of the gross earnings of said company, or such
247 party, within the city for the period of three months next
248 preceding the first day of January, April, July and October in
249 the same year, and shall at the same time pay to said city
250 treasurer said tax on said earnings for and during such quarter
251 year next preceding, and in case said company, or such party
252 shall neglect to make payment of such quarterly tax as afore-
253 said, said city treasurer may collect and recover of said com-
254 pany or party, as other taxes are collectible, double the amount
255 of the special tax shown to be due by the last preceding quar-
256 terly return of said company or party.

OTHER OBLIGATIONS TO CITY.

SEC. 12. Nothing in this agreement contained shall be con-
2 strued or held in any way to relieve said company, or any party
3 claiming title under it, from any obligation, or from paying any
4 tax or money which it may now or hereafter be under legal
5 obligation to the city to perform or pay.

SERVICE CHARGES LIMITED.

SEC. 13. Said company shall not, nor shall any party claiming
2 title under it, at any time during the continuance of the exclu-
3 sive right granted hereunder, charge for its services within the
4 city any greater rates than the rates actually charged by said
5 company at the date of this agreement for such or equivalent
6 service, both rates being reckoned in the United States gold
7 coin of the standard and weight and fineness in force at the
8 time of the date of this agreement, or in the equivalent thereof
9 in actual value in other lawful money of the United States,
10 except pursuant to provision hereinafter provided.

11 (2) *Certain Rates Decreased.*—Said company shall not, nor
12 shall any party claiming title under it, at any time during the
13 continuance of said exclusive right, charge for its services
14 within the city in furnishing electricity for motive power any
15 greater rates than provided in the accompanying schedule of
16 power rates marked "Schedule A of Power Rates" or in the
17 accompanying schedule of power rates marked "Schedule B
18 of Power Rates," which schedules are based on different prin-
19 ciples of charging for the service, except pursuant to provision
20 hereinafter provided. Every power customer shall have the
21 right at any time to select either of said schedules as the rates,
22 under which electricity for power shall be furnished him, and
23 the right at any time to change his choice, but not more often
24 than once each year, and in case of such change the rates
25 selected shall begin to apply on the first day of the month next
26 following the date of such change. Upon delivery of this agree-
27 ment, such schedules shall be kept on file in the office of the
28 city clerk.

FINANCIAL RESTRICTIONS.

SEC. 14. From the first day of July, A. D. 1912, until the
2 expiration of the exclusive rights and privileges granted hereby.
3 said company shall not pay a greater average rate of dividend
4 than eight per centum (8%) per annum based upon the amount
5 of its capital stock now issued and outstanding, and such addi-
6 tional capital stock as shall hereafter be actually issued and
7 paid for in cash at not less than the par value of the stock, or
8 issued at par in even exchange for convertible debentures paid
9 for in cash at not less than par, and any and all net earnings
10 over and above said dividend of eight per centum (8%) per
11 annum and a cash surplus not exceeding ten per centum (10%)
12 of its then issued and outstanding capital stock, and of the

13 amounts paid to said company in cash on its then issued and
14 outstanding convertible debentures and bonds shall be applied
15 to the reduction of the cost of its services, and so that the city
16 and its citizens shall receive proper reduction in the cost of the
17 services rendered them by said company. All extensions of its
18 plant shall be paid for out of capital actually paid in on its
19 stock or debentures, or out of money borrowed on its bonds,
20 and not out of earnings. During the same period no party
21 claiming title under said company shall pay any greater average
22 rate of dividend, nor on any larger amount of stock, nor accu-
23 mulate any larger cash surplus, than herein specified, and such
24 party shall observe the other requirements hereof.

STREET REQUIREMENTS.

SEC. 15. During the existence of said exclusive right, all
2 roadways and sidewalks in any streets, squares, lanes, alleys or
3 other travelled ways in the city, or any part or parts thereof,
4 which shall be opened or dug up by said company in the prose-
5 cution of any of its work, including inspection work, shall be
6 restored by said company at its expense to at least as good
7 repair and condition as the same were in when so opened or
8 dug up, and in every case to sound and safe condition, and to
9 the satisfaction of said engineer and said commissioner; and
10 every such restoration intended to be permanent shall be done
11 as soon as it can be properly done, and in any case as soon as
12 practicable after direction of said engineer or said commis-
13 sioner to permanently restore the same; and every place so
14 opened or dug up, where the ground shall settle or the surface
15 or pavement shall become broken or disintegrated, shall be
16 further repaired and restored and maintained in sound and
17 safe condition for the period of five years from the time such

18 ground was opened or dug up, to the satisfaction of said
19 engineer and said commissioner; and if in any case said com-
20 pany shall not so do, said commissioner, after giving said com-
21 pany five days notice in writing so to do, may cause any such
22 work not then done to his satisfaction to be done, and shall
23 charge the expense thereof to said company, and said company
24 shall pay the same to the city within thirty days after written
25 notice of the amount of such expense shall be given said com-
26 pany by said commissioner. Said commissioner may cause any
27 such work of opening or restoring the ground to be supervised
28 or inspected by any servants or agents of the city, and said
29 company shall pay the city the cost of any such supervision or
30 inspection within thirty days after written notice of the amount
31 of such cost shall be given said company by said commissioner.

32 (2) *Conduit Work.*—Relative to the installation of any line
33 of underground conduits during the existence of said exclusive
34 right in any street or other traveled way in the city, no greater
35 length of such street or way shall be opened and left dug up in
36 the prosecution of the work than is approved in each case by
37 said commissioner; and said company in prosecuting said work
38 shall not use or encumber any greater width of any such street
39 or way to the detriment of public travel therein than is neces-
40 sary, nor greater than is approved by said commissioner in each
41 case; and said company shall take all necessary precautions and
42 install all necessary barriers and safeguards, and such as may
43 be ordered by said commissioner to be taken or installed, to
44 guard against accidents and protect the public in using any
45 parts of such street or way not included in the place of the work.
46 All conduits and other underground work in any such street or
47 way shall not be for any reason located in any other places therein
48 than designated by said commissioner, and if in the prosecution

49 of the work any obstruction shall be met or practical difficulty
50 shall arise as to so locating the same, notice thereof shall be at
51 once given by said company to said commissioner, and his
52 further direction as to the location thereof shall be observed.
53 All service connections with underground conduits and distribu-
54 tion ducts shall be made from underground.

55 (3) *Street Signs.*—The city shall have the right to affix
56 street signs to any poles of said company in any street or
57 traveled way in the city in such proper manner as shall be
58 approved by said company, and said company shall reimburse
59 the city for any damage thereto caused by any wilful or negli-
60 gent acts of said company's employees.

AGREEMENT TO SAVE CITY FROM LOSS OR DAMAGE.

SEC. 16. Said company, for itself and its successors and
2 assigns, agrees with the city that it and they shall and will hold
3 and keep the city harmless, saved and indemnified from and
4 against all loss, cost, damage, payment and expense on account
5 of any and all mechanics' liens and other liens, and also on
6 account of any and all other lawful claims and demands against
7 the city for work done under the aforesaid contract for furnish-
8 ing the city with lights and electricity, or for materials furnished
9 for doing the work to be done under said contract, and also on
10 account of any injury to persons or damage to property for
11 which the city shall be or become liable on account of the con-
12 struction, ill-construction, maintenance, use or repair, or
13 neglect to properly maintain, use or repair, such poles, wires,
14 lamps, conduits, manholes, ducts, hand-holes and other appli-
15 ances and appurtenances as used or attempted or intended to be
16 used in the performance of this contract, or by the digging up,
17 opening or keeping open of any street, highway, square, lane,

18 alley, traveled way, public place or part thereof, which shall be
19 or has been opened for the purpose of installing, constructing or
20 repairing any underground conduit, duct, structure, appliance,
21 or appurtenances by or for said company, or by any failure of
22 said company to restore and keep in sound and safe condition
23 for the required time any ground opened or dug up in the
24 prosecution of any of its work in any such street, way or place,
25 or to observe any requirement in the next preceding section or
26 any other section hereof, unless such injury or damage shall be
27 caused by the wrongful act or negligence of the city, its officers
28 or employees; and also further that it and they shall and will
29 hold and keep said city harmless, saved and indemnified from
30 and against all loss, cost, damage and expense arising from any
31 and all claims, demands and proceedings, whether at law or in
32 equity, against the city, for any alleged infringement of patent
33 rights or patents, or for the use of said lights or any appliances
34 or appurtenances used in furnishing the same without right
35 by or for the city, or by reason of the construction, maintenance
36 or use of said poles, wires, lamps, conduits, ducts and other
37 structures, appliances and appurtenances used or attempted or
38 intended to be used in furnishing said lights or electricity, and
39 also from any and all decrees, judgments and orders of any
40 court or courts on account of any such claim, demand or pro-
41 ceeding against the city mentioned as aforesaid, the city, how-
42 ever, to give said company reasonable notice in writing of any
43 and all such claims, demands or proceedings as soon as possible
44 after the same or any of the same shall be made or commenced;
45 and, upon such notice, said company shall and will, at its own
46 expense and without expense to the city, attend to all such
47 claims and demands and defend any and all such proceedings.
48 Said company shall have the right at its expense to defend any
49 suit or suits, proceeding or proceedings brought against the city

50 for infringement of patent rights or patents, or for any other
51 cause against which said company has hereinbefore agreed to
52 hold the city harmless; and the city shall furnish to said com-
53 pany, or its counsel, all information, assistance or authority
54 necessary or proper to the defence thereof, and shall in all other
55 respects cooperate in good faith with said company in such
56 defence, but without any expense to the city.

57 (2) *Payments Pending Claims or Suits.*—But it is hereby
58 expressly agreed by and between the parties hereto that the
59 pendency of any lien, claim, demand, suit, action or proceeding,
60 whether at law or in equity, for infringement of patent rights
61 or patents or for any other cause or thing against which said
62 company has hereinbefore agreed to hold the city harmless,
63 shall not excuse or exempt the city from its liability to pay for
64 said lights and electricity in the manner and at the times here-
65 inabove set forth; provided that said company shall give to the
66 city a good and sufficient bond or bonds of indemnity in such
67 form and with such surety or sureties as shall be satisfactory
68 to the mayor and city solicitor of the city.

JOINT USE OF POLES.

SEC. 17. Said company, as from time to time during the ex-
2 istence of the exclusive right herein granted, may be directed
3 by the city council to avoid multiplicity of poles in the streets
4 so far as is safe and practicable and not in conflict with any
5 restrictions of the City Ordinances, shall permit joint use of
6 all or any of its poles in any streets or highways by the city and
7 other public utility corporations not engaged in the business
8 of selling or distributing electricity for light, heat or power in
9 the city, or by any of the same, for the purpose of carrying any

10 wire or wires of the city and such other public utility corpora-
11 tions, or of any of the same, and, if so directed shall jointly
12 use for carrying its wire or wires any poles of the city and such
13 other public utility corporations, or of any of the same, and if
14 so directed shall install, maintain and grant to the city and such
15 other public utility corporations, or any of the same, the joint
16 use of any new additional poles or any poles in substitution for
17 or in renewal of any existing poles. Further without any such
18 direction, the company in any new or renewal work during the
19 existence of said exclusive right, shall, so far as is safe and
20 practicable and not in conflict with any restrictions of the City
21 Ordinances, jointly use any existing poles in the streets or high-
22 ways belonging to the city and such other public utility corpo-
23 rations, or to any of the same, and thereby avoid encumbering
24 any street or highway with any unnecessary or additional poles.
25 If the parties concerned shall not promptly agree as to the kind
26 of such pole or poles, or the method or manner of installing the
27 same and their appurtenances, or the wires to be carried thereon,
28 or the maintenance thereof, or as to the compensation to any
29 party owning or maintaining any pole or poles to be jointly
30 used by any other party, the city council shall have the right to
31 prescribe the same. Any unused or unnecessary pole or poles
32 shall be promptly removed from the streets.. If any such joint
33 use of any pole or poles shall with the approval of the city
34 council be discontinued, the city council shall grant to the party
35 or parties affected thereby the right to set and use their or its
36 own pole or poles in reasonably equivalent location or locations.
37 The city shall not be required to pay any compensation for
38 using any pole or poles of any other party in any street, but
39 shall maintain its wires and fixtures on any such pole or poles
40 wholly at its own exense. When in consequence of any wire
41 being attached to any building, any pole in any street is rendered

42 unnecessary, the same shall be removed, but when the right or
43 license to maintain any such wire so attached is terminated, a
44 pole may be relocated in such reasonably equivalent location as
45 is approved by the electrical and gas engineer of the department
46 of public works.

ELECTROLYSIS.

SEC. 18. Reasonable provision shall be made and maintained
2 by said company to protect the pipes, conduits and other
3 property in the streets belonging to the city from any damage
4 by electrolysis caused by the current or currents of electricity
5 of said company. Said company shall pay to the city the
6 amounts of all damage suffered by it from electrolysis caused
7 as aforesaid, but this provision for payment shall not prejudice
8 any legal or equitable rights or defenses of the city or said
9 company.

PUBLIC WORK.

SEC. 19. During the existence of said exclusive right, no
2 right of said company to maintain, use or operate any poles,
3 wires, cables, conduits, ducts, pipes, manholes, hand-holes or
4 other appliances or appurtenances in any street or other traveled
5 way in the city, shall be in preference or hindrance of public
6 work in the city, and should any of the same in any way interfere
7 with the construction, alteration or reparation of public work in
8 any such street or way, whether done by the city directly or by
9 any contractor for the city, the company shall at its own expense
10 protect, alter or move any of the same so interfering to some
11 other location in such street or way, or discontinue the use and
12 operation thereof for the time being, as directed by the com-
13 missioner of public works, without the city being liable for any

14 damages suffered by said company thereby. The city shall
15 notify the company a reasonable time in advance of any public
16 work, which will interfere with any of the same or the use or
17 operation thereof. In case said company should fail to comply
18 with any such direction of said commissioner, the city may
19 protect, alter or move the same, and recover the cost thereof
20 from said company.

FUTURE REQUIREMENTS TO UNDERGROUND SYSTEM
AFFECTING COSTS AND PRICES.

SEC. 20. In case of the passage or adoption hereafter during
2 the existence of said exclusive right, of any law, ordinance,
3 resolution, rule or regulation by any lawful body, board or
4 officers acting within their lawful powers, whereby or by reason
5 whereof said company shall be required or obliged before the
6 expiration of said exclusive right to place its wires and cables
7 underground in any other portion of said city or to any greater
8 extent than provided for in this agreement, so that the cost to
9 said company of furnishing lights or electricity for light, heat or
10 power in the city, including interest on investment, shall
11 necessarily be materially increased over the cost of the same
12 including interest on investment, at the date of the passage or
13 adoption of the same, and to such extent as would make the
14 then prices for said lights and said maximum prices in the
15 opinion of said company unfair and inequitable, the prices for
16 said lights to be thereafter furnished the city, and the maximum
17 prices for furnishing thereafter electricity for light, heat and
18 power generally in the city shall be subject to such readjust-
19 ment by said company and the city council of the city, as may
20 be agreed upon reasonably with reference to any such increased
21 cost and the time or times such increased cost or any part or

22 parts thereof would apply to furnishing said lights and services.
23 If said company and said city council should not agree upon
24 increasing such prices or the proper amounts of such new prices
25 for the same within sixty days after the passage or adoption of
26 such law, ordinance, resolution, rule or regulation, the question
27 of increasing said prices and the proper amounts of any new
28 prices for said lights thereafter furnished the city and the maxi-
29 mum prices for furnishing electricity for said purposes, or any
30 part or parts of said subject matters, which shall not be so agreed
31 upon, shall be determined by arbitration in the same manner in
32 all respects as hereinbefore provided, except that said company
33 and said city council for the city shall each appoint an arbi-
34 trator and give the required notice thereof and a copy of the
35 acceptance of the arbitrator within ninety days from the pas-
36 sage or adoption of such law, ordinance, resolution, rule or
37 regulation. Pending such determination of any such new
38 prices, said company shall continue to furnish said lights and
39 its service generally in the city, and the city and other customers
40 of the company shall continue to pay for said lights and services
41 the prices therefor as theretofore, and as soon as such new
42 prices or any thereof shall be determined by such agreement
43 or arbitration, they shall promptly pay to said company the
44 amounts of any increase in prices in conformity therewith.

FURTHER GENERAL PROVISIONS.

SEC. 21. During said period of five years and so long there-
2 after as said exclusive right shall continue, said company shall
3 keep within the city of Providence, any and all necessary and
4 proper books, accounts and papers showing correctly and in
5 sufficient detail all data needful for the preparation by competent
6 accountants of the returns and statements required to be made
7 to said city treasurer hereunder, and the city auditor and any

8 other person duly authorized by the city council of the city
9 shall have the right at all reasonable times to examine any and
10 all such books, accounts, records and papers.

SEC. 22. In case the limits of the city of Providence at any
2 time or times shall be extended to include additional territory,
3 all the terms, conditions, reservations, regulations and provi-
4 sions hereof shall apply to such additional territory and to all
5 poles, wires, cables, conduits, subways, manholes, pipes, appli-
6 ances, appurtenances and other property of said company
7 therein, and to the location, installation, construction, main-
8 tenance, use and operation thereof, and to lights and electricity
9 furnished and to be furnished the city therein, and to all other
10 matters within the purview of the within contract and agree-
11 ment, the same as if included within the city at the time of the
12 delivery of this agreement.

SEC. 23. All extensions of the system, plant, fixtures, appli-
2 ances and appurtenances of said company and the use and
3 operation thereof in the city of Providence shall be subject to
4 all the terms, conditions, reservations, regulations and pro-
5 visions hereof, and in the same manner and to the same extent
6 as herein provided with reference to the existing system, plant,
7 fixtures, appliances and appurtenances of the same.

SEC. 24. If at any time the powers of the city council or any
2 officer or officers of the city of Providence specified herein
3 should be transferred by law to any other body, officer or
4 officers, then in such case such other body, officer or officers
5 shall have all the powers, rights and duties herein reserved to
6 or prescribed for the city council or officer or officers specified
7 herein.

SEC. 25. Said company shall not assign the within contract
2 for furnishing the city lights, nor sublet any of the lighting to
3 be furnished the city hereunder without the consent of the city
4 council of the city, and no right vested in said company under
5 or pursuant to this agreement in any streets or highways in the
6 city of Providence, shall be assigned without the consent of the
7 city council of said city, except for the purpose of securing any
8 bonds issued to refund any indebtedness affecting the properties
9 of said company, or to provide funds for additions, extensions
10 and improvements of said properties.

SEC. 26. From any order or determination of the city council
2 of the city, made under the provisions of Section 17 hereof, said
3 company may, within thirty days from the date of such order or
4 determination, complain to the Public Utilities Commission
5 setting forth that such order or determination is not reasonable
6 in the premises, or is not reasonably required in the public in-
7 terest, or is not equitable or its observance would be unduly
8 oppressive upon the company; and thereupon said commission
9 shall hear and determine the matter in accordance with the
10 provisions of the Public Utilities Act, subject however to the
11 right of appeal to the Supreme Court therein contained.

SEC. 27. If said company, its successors or assigns, shall
2 fail to make any payment of the special tax herein required, or
3 shall neglect or fail to keep, observe, or perform any of the
4 other terms, conditions or provisions herein required to be kept,
5 observed and performed by it and them, the city shall be entitled
6 to have said company, its successors or assigns, declared to be
7 in default and to have a forfeiture of all its and their rights
8 under or by virtue of this agreement: Provided that any action
9 for the collection of any payment required to be made under

10 the provisions of this agreement, and any proceedings for for-
11 feiture for any such other neglect or failure shall be brought
12 within four years from the time fixed for the making of such
13 payment, or from the time of the commencement of such other
14 neglect or failure, as the case may be, and not after; and pro-
15 vided further that said company, its successors or assigns, shall
16 not be deemed or held to be in default or to have incurred any
17 forfeiture for failure to make any such payment, until the
18 amount due thereon has been determined by final judgment of
19 court and such judgment has remained unsatisfied for sixty
20 days; and that said company, its successors or assigns, shall not
21 be deemed or held to be in default or to have incurred any for-
22 feiture for failure to keep, observe and perform any such other
23 terms, conditions or provisions, until a reasonable time within
24 which to observe and perform the same has elapsed, after the
25 obligation of the company, its successors or assigns, in the
26 premises has been finally determined by the judgment of the
27 court.

SEC. 28. Nothing in this agreement contained shall be con-
2 strued or held to take away or diminish any of the street regula-
3 tory powers or police powers of, or the exercise thereof in the
4 future by the city of Providence, or the city council of said city,
5 now or hereafter conferred by law upon the same.

SEC. 29. At any time or from time to time by mutual agree-
2 ment of said city of Providence and said company, its succes-
3 sors or assigns, any provision herein relative to the within con-
4 tract for furnishing the city with lights and electricity may be
5 modified or changed.

SEC. 30. The consideration for any and all rights and bene-
2 fits of said company hereunder shall be deemed and held to be
3 its agreements and undertakings set forth herein, and the per-

4 formance thereof as herein provided, and the terms, conditions,
5 reservations, regulations and provisions hereof by said company
6 to be kept, observed and performed shall bind its successors and
7 assigns and any company succeeding to or accepting the benefits
8 hereof, precisely as if in every case they respectively had been
9 named herein with said company.

IN TESTIMONY WHEREOF, the City of Providence has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed by Henry Fletcher, its Mayor, hereunto duly authorized by Joint Resolution of its City Council, and said Narragansett Electric Lighting Company has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed by Arthur L. Kelley, its President, hereunto duly authorized by vote of its Board of Directors, the day and year first above written.

Executed in presence of

Exhibit A.

This INDENTURE made this _____ day of _____
A. D. 19____, by and between the NARRAGANSETT
ELECTRIC LIGHTING COMPANY, a corporation created and existing
under the laws of the State of Rhode Island and located in the
City of Providence in said State, party of the first part, and the

a corporation created and existing under the laws of said state,
party of the second part,

Witnesseth:

That the party of the first part does hereby grant, demise and
lease unto the party of the second part, its successors and assigns,
the right, under the exclusive franchise heretofore granted to the
party of the first part by the City of Providence, to erect, lay, con-
struct, place and maintain poles, wires, cables, pipes, conduits and
apurtenances in, on, over, under and across the following named
streets and highways in said city:

Said poles, pipes, and conduits to be placed and maintained in
such locations in said streets and highways as from time to time
designated by the city council or any duly authorized official of said
city; but upon the condition that the party of the second part, its

successors or assigns, shall not engage in the business of selling or distributing currents of electricity in said city by means of any of said poles, wires, cables, pipes, conduits or other fixtures until the first day of July, A. D. 1917, but this condition shall not be construed to prevent the party of the second part from making any contracts prior to said date to deliver electricity in the city by said means on or after said date.

TO HAVE AND TO HOLD said right from the date hereof until the first day of July A. D. 1917 and until the termination of said exclusive franchise.

YIELDING AND PAYING therefor during said term the annual rent of One Hundred Seventy-five Dollars for each and every year during the continuance of this lease in equal annual payments of One Hundred Seventy-five Dollars each in advance on the first day of July in each year, the first of said payments however to be made upon the date hereof for the proper proportionate amount of rent for the period from the date of this lease to the first day of July next; Provided however that, in case any other grant or lease similar to this one in respect to any streets or highways in said city shall be made by the party of the first part to the party of the second part at any time prior to July 1st, 1917, the total annual rent to be paid by the party of the second part under all of said grants or leases shall be the sum of One Hundred Seventy-five Dollars per year; and provided further, however, that in case of any failure on the part of the party of the second part, its successors or assigns, to pay said rent at the times and in the manner aforesaid and such failure shall continue for fifteen days after written demand shall be made therefor, or in case said party of the second part, its successors or assigns, shall engage in the business of selling or distributing currents of electricity in said city

by means of any of said poles, wires, cables, pipes, conduits or other fixtures prior to the first day of July, A. D. 1917, the party of the first part, its successors or assigns, shall be at liberty to declare this lease at an end, and thereupon said lease shall end, and all rights of the party of the second part, its successors and assigns, hereunder shall cease and determine, but nothing herein shall be construed to prevent the party of the second part from making any contracts prior to said date to deliver electricity in the city by said means on or after said date.

In WITNESS WHEREOF the parties hereto have caused these presents to be signed and their corporate seals to be hereto affixed by their respective officers thereunto duly authorized, the day and year first above written.

Signed and sealed

in presence of:

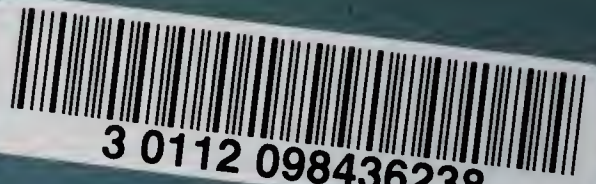
STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE.

In Providence, this _____ day of _____
A. D. 19____, before me personally appeared _____
_____, of the Narragansett
Electric Lighting Company, to me known and known by me to be
the person executing the foregoing instrument, and he acknowledged
said instrument, by him executed, to be his free act and deed indi-
vidually and as said _____, and the free act and deed
of said Narragansett Electric Lighting Company.

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE.

In Providence, this _____ day of
A. D. 19____, before me personally appeared
_____, _____ of the
to me known and known by me to be the person executing the fore-
going instrument, and he acknowledged said instrument, by him ex-
ecuted, to be his free act and deed individually and as said
_____, and the free act and deed of said



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