

For each days failure to complete the work on time the contractor shall be liable to and shall pay the City of Lebanon as liquidated damages none providing such delay is not caused by Acts of God or causes beyond the control of the contractor.

Upon completion of the work and acceptance by the Project Engineer the City agrees to pay the contractor from the General Improvement Fund the total sum of \$32,088.20.

The Contractor agrees that, in the prosecution of said work, proper skill and care will be exercised and that he will properly and fully guard and protect all excavations of dangerous places, and will use all due and proper precaution to prevent injury to any property, person or persons, what or whomsoever, and that the City shall be saved harmless from any and all liability whatsoever, growing out of any injury or damage to property or persons because of any neglect or fault of the contractor in the execution of this contract. All work to be done to the approval of the project engineer or his representative.

In witness whereof, the parties hereto have set their hands this 9th. day of March, 1959.

City of Lebanon

By Signed) Max Edwards

(Singed) Leonard V. Cramer
Contractor

Louis Walliser

Wendell B. Iddings

Board of Works

Attest:

R.H. Kinkaid
Clerk-Treasurer

See minute Book 22, Page 4 + 6

RESOLUTION NO. 26 of the Board of Public Works and Safety of the City of Lebanon, Indiana

WHEREAS, the Board of Public Works and Safety of the City of Lebanon, in Boone County, Indiana, desires to enter into a contract with Public Service Company of Indiana, Inc., an Indiana corporation, for the furnishing of electrical energy for light, heat and power by said Company to said City for the purposes of resale, and the exact form of said contract has been determined by all the officials of said City having responsibility with reference thereto and by said Company, which proposed contract is in the words and figures following, to-wit:

AGREEMENT FOR SUPPLY OF TOTAL ELECTRIC REQUIREMENTS OF A MUNICIPAL ELECTRIC DISTRIBUTING SYSTEM

This Agreement made and entered into this _____ day of _____ 1959, by and between PUBLIC SERVICE COMPANY OF INDIANA, INC., a corporation organized under the laws of the State of Indiana, (hereinafter called "Company") and CITY OF LEBANON, a municipal corporation organized under the laws of the State of Indiana (hereinafter called "Municipality"),

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties do hereby covenant and agree as follows:

I. SERVICE TO BE FURNISHED

Subject to the terms and conditions hereinafter set forth, and at the price hereinafter provided, Company shall furnish to Municipality, and Municipality shall take from Company, the entire requirements of electric energy for its own use and for resale to ultimate consumers residing in and in the vicinity of Lebanon, Indiana, who are supplied electric energy by Municipality.

Company shall at all times, subject to the limitations hereinafter set out, maintain service adequate to supply Municipality all such electric energy up to but not exceeding the contracted capacity of 7500 kilowatts.

The electric energy supplied hereunder by Company to Municipality shall be delivered to Municipality at approximately 2400/4160 volts and shall be metered at 2400/4160 volts.

The place of delivery of said electric energy shall be on one pole of Company and one pole of customer located adjacent to Company's 69000-2400/4160 volt substation.

II. TERM OF AGREEMENT

Service under this agreement shall commence April 1, 1959. The initial fixed term of this agreement during which Municipality shall take and Company shall supply electric energy hereunder shall be five (5) years from the date when service commences hereunder; and if written notice of termination at the end of said fixed term is not given by one party hereto to the other party hereto at least six (6) months prior to the end of said fixed term, this agreement shall continue in force and effect after the expiration of said fixed term until the end of the sixth full billing month after one party hereto gives the other party hereto written notice of its intention to discontinue the furnishing or receiving of service hereunder.