

shall be in accordance with standard practices relating to such equipment.

4. Company will assume no responsibility of any kind with respect to the construction, maintenance or operation of the distribution system or other property owned or used by Municipality; and Municipality will agree to protect, indemnify and save harmless Company from any and all claims, demands or actions for damages by any person, firm or corporation in any way resulting from, growing out of, or arising in or in connection with (a) the construction, maintenance or operation of Municipality's distribution system or other property, or (b) the use of, or contact with, electric energy delivered under this schedule after it is delivered to Municipality and while it is flowing through the facilities of Municipality, is being distributed by Municipality, or is being used by consumers served by Municipality.

5. The term "month" as used herein shall mean the period between any two consecutive regular readings by Company of the meter or meters used in determining the kilowatts of Maximum Load and the amount of electric energy supplied Municipality by Company hereunder. Such regular readings shall be taken by Company as nearly as practical every thirty (30) days.

6. Company does not guarantee that the supply of electrical energy furnished under this schedule will be uninterrupted or at all times constant, and temporary cessations of Company's service hereunder, when occasioned by fire, strike, casualty, accident, the necessity for making of repairs, replacements or changes in the transmission or distribution lines or other facilities of Company, breakdown of or injury to the transmission or distribution lines or other facilities of Company, which is not due to Company's neglect or is occasioned by acts of public authorities, or acts of God, shall not constitute a breach of the obligations of Company under its contract with Municipality, and Company shall not in any such case be liable to Municipality for any damage resulting from such temporary cessations of service.

AND WHEREAS, at this meeting of the Board of Public Works and Safety at said City of Lebanon on the 2nd day of April, 1959, commencing at the hour of 10:30 o'clock A. M., it has been determined by said Board that said proposed contract shall be signed by the members of said Board of Public Works and Safety on behalf of said City.

NOW THEREFORE BE IT RESOLVED by the Board of Public Works and Safety of the City of Lebanon, Indiana, that the proposed contract with Public Service Company of Indiana, Inc., hereinbefore set forth be signed on behalf of said City by the members of the Board of Public Works and Safety of said City and that, after the same has been signed by the members of the Lebanon Utility Service Board, it be submitted to the Common Council of said City for its action thereon.

Adopted this 2nd day of April, 1959.

(Signed) Max Edwards

Wendell B. Iddings

Louis Walliser

BOARD OF PUBLIC WORKS AND  
SAFETY OF THE CITY OF LEBANON,  
INDIANA.

ATTEST:

R. H. Kinkaid  
Clerk-Treasurer

*See Minute Book 22, Page 9*

ORDINANCE NO. 70 City of Lebanon, Indiana - AN ORDINANCE APPROVING  
A CONTRACT WITH PUBLIC SERVICE COMPANY OF INDIANA, INC.

WHEREAS heretofore to-wit: On the 2nd day of April, 1959, the City of Lebanon, by and through its Board of Public Works and Safety and its Lebanon Utility Service Board, entered into the following contract with Public Service Company of Indiana, Inc., to-wit:

(See Agreement recorded on previous pages.)

AND WHEREAS said contract has been duly submitted to the Common Council of said city for its consideration and action thereon; NOW THEREFORE

BE IT ORDAINED by the Common Council of the City of Lebanon, in Boone County, Indiana:

Section 1. That the foregoing contract made and entered into by and between the City of Lebanon, Indiana, acting by and through the Board of Public Works and Safety of said city and the Lebanon Utility Service Board (sometimes in said contract referred to as "Customer") and Public Service Company of Indiana, Inc., an Indiana Corporation, (sometimes in said contract called "Company"), be, and the same is in all things hereby ratified, approved and confirmed.

Section 2. This Ordinance is passed upon the same day and at the same meeting at which it is introduced and it is passed by the unanimous consent of all members of the Common Council of said city present and there are present and voting at least two-thirds of the members elect of said Common Council.

Section 3. This Ordinance shall take effect and be in force from and after its passage.

Passed this 13 day of April, 1959.

(Signed) Max Edwards

PRESIDING OFFICER OF THE COMMON  
COUNCIL OF CITY OF LEBANON.

ATTEST

R. H. Kinkaid  
CLERK-TREASURER, CITY OF LEBANON