

RESOLUTION NO. 16 Continued

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 herein contained, 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 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 energy in the form of alternating current, three phase, with a frequency of sixty (60) cycles per second delivered to Municipality at approximately 69,000 volts and metered at 69,000 volts.

The place of delivery of said electric energy shall be on steel structure in company owned 69,000-2400/4160 volt substation

II. TERM OF AGREEMENT

Service under this agreement shall commence on or about November 15, 1965. Company shall notify Municipality in writing as to the date on which service hereunder will be commenced. The initial fixed term of this agreement during which Municipality shall take and Company shall render service hereunder shall be five (5) years from the said date when service commences hereunder. After the said initial fixed term, this agreement shall continue in force and effect for successive terms of five years. Either one of the parties hereto upon at least twelve (12) months prior written notice to the other may terminate this agreement at the expiration of said initial fixed term or at the expiration of any successive five-year term.

III. PAYMENT FOR SERVICE

Municipality shall pay Company monthly for all electric energy supplied hereunder an amount determined for each month in accordance with the provisions of Rate MUN hereto attached as Exhibit "A" and made a part hereof the same as if incorporated herein.

Should any change in the rate provided for in Rate MUN be lawfully ordered by the Public Service Commission of Indiana, payments for service by Municipality to Company as provided in said Rate MUN shall thereafter be made upon the basis of such new rate as changed and approved by the Public Service Commission of Indiana.

IV. RIGHT OF ACCESS

Company and Municipality do hereby each grant to the other sufficient authority and permission, including rights of access and rights of entry to their respective premises and property at all reasonable times, to enable the authorized agents and employees of both parties, respectively, properly and efficiently to carry out and perform each and all their respective responsibilities, obligations, duties and necessary work incident to the providing and taking of electric energy under this agreement, including the right of each party, if and after this agreement is terminated for any reason, to remove from the premises of the other all its own meters, fixtures and other property previously dedicated to the service theretofore furnished and taken under such terminated agreement. Company and Municipality do hereby each indemnify and save harmless the other from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages, for injuries to or death of persons or damage to or destruction of property, arising in any manner directly or indirectly by reason of acts of such authorized agents or employees of the other party on the premises or property of the other under the above authorization and permission.

V. TERMS AND CONDITIONS OF SERVICE

1. The adjustments provided for in Rate MUN are at all times to be determined in accordance with the conditions from time to time affecting the supplying of electric energy by Company to Municipality hereunder. The original adjustments to be applied shall be as follows:

- (a) Electric energy supplied hereunder will be metered at a voltage of 69,000 volts, and accordingly the maximum load measurements and the energy measurements will be decreased by one per cent (1%) and one and one-half per cent (1½%), respectively,