

ORDINANCE NO. 25 Continued

per annum calculated from the said due date to the date of payment.

## CONTRACT FOR SERVICE

Contracts under this schedule will be made for a minimum period of five years, containing other appropriate terms and conditions not inconsistent herewith. Each such contract shall contain a provision substantially as follows:

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

## TERMS AND CONDITIONS OF SERVICE

1. All service under this schedule shall be furnished at such voltage, of not less than approximately 2400 volts, as shall be agreed upon between Company and Municipality and shall be metered through one metering installation to be installed and maintained by Company.
2. The exact point of delivery between facilities of the Company and the facilities of Municipality shall be determined by agreement between the Company and Municipality.
3. Unless specifically otherwise provided in the contract between Municipality and Company, all wiring, pole lines, conductors, transformers, meters and other electrical equipment beyond the point of delivery of electric energy under this schedule, shall be considered the distribution system of Municipality and shall be furnished and maintained by Municipality. Municipality shall install and maintain suitable protective devices on its distribution system in order to afford reasonable adequate protection to Company's lines against trouble originating on Municipality's system and such protective devices 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 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 the 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 distributions 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.

Issued August 19, 1965

Issued by  
Hugh A. Barker, Financial Vice President

Effective for all  
bills rendered during  
and subsequent to the  
October 1965 billing  
cycle

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