

PARK FUND:

TO: 2-22-221 PAD-Park Department Utilities \$ 200.00

Presented to the Common Council and read in full this
10th day of October, 1966.

Clerk-Treasurer
City of Lebanon, Indiana

AGREEMENT

THIS AGREEMENT, made this 4th day of May, 1966, by and between PUBLIC SERVICE COMPANY OF INDIANA, INC., an Indiana corporation (herein-after called "Service Company") and the CITY OF LEBANON, an Indiana municipal corporation (Hereinafter called "City"), WITNESSETH:

WHEREAS Service Company now owns and operates certain electric substations at the location hereinafter described from which it delivers electric energy to City; and

WHEREAS Service Company and City have determined that it would be to their mutual advantages for City to have access to said substations and the equipment therein for the purpose, among other things, of restoring service to customers of City and customers of Service Company during any outage:

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements of the parties hereto, as herein set forth, the parties hereto do hereby covenant and agree to and with each other as follow:

1. Subject to the terms and conditions of this Agreement and at the expense and risk of City, Service Company hereby gives to City the right and license to enter from time to time Service Company's electric Substation known and located as follows:

Substation

Lebanon

Location

Boone County, Indiana

and to operate such electrical equipment located therein as appertains to the delivery of electric energy to customers of City and of Service Company, and to do such acts or things as are necessary to restore or maintain service to said customers.

2. City shall operate such electrical equipment at all times in accordance with the instructions and/or operating orders given to City from time to time by Service Company's authorized representatives. Service Company shall notify City in writing of the persons designated as the authorized representatives hereunder, and, in the event of any change in one or more persons so designated, Service Company shall notify City in writing from time to time as to such changes.

3. City shall from time to time notify Service Company in writing of the names of employees of City who are designated by City to enter said substation and to operate the equipment therein. City shall, in the performance of any of the operations hereunder, use only those employees who have been so designated.

4. City shall indemnify and save harmless Service Company from and against any and all legal and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property, arising in any manner directly or indirectly by reason of the operations by City of said equipment, or by reason of acts of the agents of servants of City done, in any way, or at any time in connection with the operation of such equipment; provided, however, that the City shall not be obligated under the foregoing provisions for any damage to or destruction of property resulting from any operations of such equipment which are performed in accordance with the orders or directions of Service Company, its employees or authorized representatives.

5. The rights hereby granted the City are personal to it, and cannot be assigned, transferred or sublet.

6. Service Company will notify City, in writing, as to the date when the rights and license granted hereby will be effective and, from and after such date, said rights and license shall continue in force (but shall be terminable at the will of either party hereto) until the expiration of thirty (30) days from and after receipt by either party hereto of written notice from the other party stating an intention of the notifying party to terminate the agreement. All License Agreements covering the above listed substation are superseded by this Agreement and said prior license are cancelled and null and void as of the date this Agreement shall commence.