

ORDINANCE NO. 73-14

City of Lebanon, Indiana

AN ORDINANCE APPROVING A CONTRACT WITH PUBLIC SERVICE COMPANY OF INDIANA, INC.

Whereas heretofore to-wit: On the 12th day of November, 1973, 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:

Public Service Company of Indiana, Inc.
Agreement For Supply of Electric Service To
Municipal Electric Distributing Systems

This agreement made and entered into this 1st day of December, 1973, by and between Public Service Company of Indiana, Inc. hereinafter referred to as the "Company", a corporation organized under the laws of the State of Indiana, and the City of Lebanon, Indiana, hereinafter referred to as the "Customer", a municipal corporation organized under the laws of the State of Indiana.

Witnesseth: That in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree with each other as follows:

1. The Company shall sell and deliver to the Customer, and the Customer shall purchase and receive from the Company, the entire requirements of electric energy which the Customer may require during the term of this agreement. The Company shall deliver and meter said electric energy at the delivery point (s) specified on attached Exhibit "A" and made a part hereof.
2. The Customer shall pay to the Company monthly for each month during the term of this agreement, for said electric energy delivered to the Customer by the Company under the Terms and Conditions and at the rates and charges as provided for in the Company's FPC Electric Tariff and Rate Schedule MUN respectively, or any revision of such tariff or rate filed with any permitted to become effective by the Federal Power Commission. In the event special facilities shall be required to serve the Customer, special facilities charges as set forth in Exhibit "A", and made a part hereof, shall also be applicable.
3. The term of this agreement shall be for initial term of five years from and after the 1st day of December, 1973, hereinafter referred to as the "effective date", and shall continue in full force and effect for succeeding like terms, unless and until terminated by twelve months' written notice by either one of the parties prior to the initial date of expiration or to any succeeding expiration dates.
4. This agreement shall be binding upon and insure to the benefits of the parties hereto and their respective successors or assigns.
5. All terms and stipulations heretofore made or agreed to in respect to the supply of electric service by the company to the Customer are incorporated in writing in this agreement, and no previous or contemporaneous representations or agreements made by any officer, agent or employee of the Company or the Customer shall be binding upon either party unless contained herein.
6. From and after the effective date of this agreement, this agreement shall cancel and supersede the agreement dated May 8, 1968. (as amended March 16, 1969.)

In Witness Whereof the parties hereto have caused duplicate copies of this agreement to be duly executed by their respective duly authorized officials and their respective corporate seals to be duly affixed to such duplicate copies, and properly attested, all as of the day, month and year first above written.

PUBLIC SERVICE COMPANY OF INDIANA, INC.

By Lloyd M. Griffin (signed)
Vice-President

Attest:

Georgia Peak (signed)
Secretary