

ORDINANCE NO. 1-1967

TOWN OF CLOVERDALE, INDIANA

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

WHEREAS, the TOWN OF CLOVERDALE in PUTNAM
County, Indiana, acting by and through the BOARD OF TRUSTEES of said Town,
desires to enter into a contract with PUBLIC SERVICE COMPANY OF INDIANA,
INC., for highway lighting service, which said contract has been executed
by said PUBLIC SERVICE COMPANY OF INDIANA, INC. and as so executed is in
words and figures as follows, to-wit:

AGREEMENT AND CONTRACT

FOR

HIGHWAY LIGHTING SERVICE

Between

PUBLIC SERVICE COMPANY OF INDIANA, INC.

and

Town of Cloverdale, INDIANA

Date entered into

Date approved by PUBLIC SERVICE

COMMISSION OF INDIANA 9-25-78

Date service commenced.

Date of expiration of fixed term (ten years)

(After last date, agreement continues for successive terms of five years and is binding until 60 days notice by either party prior to expiration of initial fixed term or any successive term of five years.)

AGREEMENT AND CONTRACT FOR STATE HIGHWAY LIGHTING SERVICE

THIS AGREEMENT made and entered into this 13 day of May 1980, by and between the Town of Cloverdale, a municipal corporation in Putnam County and organized under the laws of the State of Indiana, acting by and through its Board of Trustees (hereinafter called "Municipality"), party of the first part, and PUBLIC SERVICE COMPANY OF INDIANA, INC., a corporation organized under the laws of the State of Indiana (hereinafter called "Company"), party of the second part,

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

SECTION I. Company will, in accordance with the terms of this agreement, furnish all necessary equipment to connect to a highway lighting system owned by State, and Company will supply electric energy, all for the purpose of illuminating a section of the State Highway System.

SECTION II. A detail of the locations of the lamps constituting said highway lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. D-29259 marked Exhibit "A" and made a part hereof the same as if incorporated herein.

The original installation as shown on said Exhibit "A" provides for the minimum number of lamps of the respective sizes that shall be operated hereunder during the term of this agreement, said number and sizes being as follows:

SCHEDULE OF LAMPS

20 - 400 watt S.V.
4 - 250 watt S.V.

SECTION III. Except as otherwise provided in this agreement, Municipality shall pay Company for the operation of said highway lighting system, and for the electric energy supplied therefor, an amount determined on the basis of the following rates per lamp per month, or in accordance with the "Schedule of Rates" provided for in Rate HLS - SCHEDULE FOR STATE HIGHWAY LIGHTING SERVICE (STATE OWNED SYSTEMS) marked Exhibit "B" attached hereto and made a part hereof the same as if incorporated herein:

SCHEDULE OF RATES

Each Lamp At	400 watt S.V.	\$7.36
	250 watt S.V.	\$5.73

Payments for said service and energy supplied shall be made by Municipality monthly in accordance with the provisions of SECTION V, paragraph (3), as hereinafter set out.

SECTION IV. Outage credits hereinafter provided for shall be in the following amounts or, in accordance with the "Schedule of Outage Credits" provided for in Rate HIS - SCHEDULE FOR STATE HIGHWAY LIGHTING SERVICE (STATE OWNED SYSTEMS) marked Exhibit "B" attached hereto and made a part hereof the same as if incorporated herein:

SCHEDULE OF OUTAGE CREDITS

Size of Lamp	Outage Credit
400 watt S.V.	24¢ per night
250 watt S.V.	19¢ per night
	¢ per night

SECTION V. The operation of the said highway lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

(1) Continuity of service. Company does not guarantee an uninterrupted supply of electric energy to the point of connection of Company's property with the said highway lighting system and shall not be liable for any interruption in such supply of electric energy when such interruption is without willful default or neglect on the part of Company, or is due to any cause beyond the control of Company including, but not limited to, strikes, lockouts, riots, insurrections, war, acts of the public enemy, fire from any cause, explosions, accidents, restraint of government, state or municipal interference, breakdowns, injuries to machinery, equipment or facilities, transmission or distribution systems, necessary repairs and renewals, or acts of God; but Company shall make all reasonable efforts to renew promptly the supply of electric energy to the point of connection with the said highway lighting system in the event of any interruption to the said supply of electric energy.

(2) Liability. Company shall protect and save Municipality harmless from any and all loss, damage or liability proximately caused by the negligence of Company in the installation and/or maintenance of all property owned by Company and used in connection with supplying electric energy to the said highway lighting system, and also from any and all loss or damage proximately caused by the negligence of any employee of Company and occurring while such employee is engaged in replacing lamps or glassware in fulfillment of the obligation of the Company to maintain and replace lamps and glassware as hereinabove provided, but this shall not be construed as any assumption of any liability for injury to or death of any person, or for damage to any property, caused by the failure of any lamp or lamps to operate, provided, however, that the Municipality shall furnish protection for the employee and Company equipment while said employee is replacing lamps, glassware or maintaining or working on highway lighting system.

(3) Payments for service. Municipality shall accept service hereunder and pay for the same on the basis of each and every lamp installed and operated in accordance with the original number of lamps as set out in the "SCHEDULE OF LAMPS" of this agreement. Bills for highway lighting service hereunder shall be presented monthly by Company. After such bills have been presented for highway lighting service rendered during the preceding month, Municipality shall make full payment according to the normal procedures of the Municipality.

(4) Rate Changes. Should any change in the rates 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 rates as changed and approved by the Public Service Commission of Indiana.

SECTION VI. The Company and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

SECTION VII. This agreement shall become effective and binding upon the parties hereto when and as soon as it is approved by the Public Service Commission of Indiana when such approval is required. Service under this agreement shall commence as soon as practicable, and Company shall notify Municipality in writing as to the date on which service hereunder will commence. Unless and until otherwise ordered by said Commission, the initial fixed term of this agreement during which Municipality shall take and Company shall render service hereunder shall be ten (10) years from the said date when service commences hereunder, and after the said initial fixed term of ten (10) years this agreement shall continue in force and effect for successive terms of five years. Either one of the parties hereto upon at least sixty (60) days prior written notice to the other may terminate this agreement at the expiration of said initial fixed term of ten (10) years or at the expiration of any successive five-year term.

SECTION VIII. From and after the date when service is commenced under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto relative to Company supplying electric energy for the highway lighting system as shown on Exhibit "A", and as of such date all such provisions of such other agreements as to such highway lighting system shall be deemed terminated and cancelled; provided, however, that such termination or cancellation shall not preclude or destroy the right of either party hereto to commence an action thereafter, and recover, for any unpaid bills or other damages resulting from any breach of such other agreement during the time the same was in force and effect.

SECTION IX. All terms and stipulations theretofore made or agreed to in respect to the supplying of electric energy for said highway lighting system by Company to Municipality subsequent to the commencement of service hereunder are merged into this written agreement, and no previous or contemporaneous representations or agreements made by any officer, agent or employee of Company or Municipality shall be binding upon either party in connection with the rendering or receiving of electric energy for said highway lighting system hereunder unless contained herein.

SECTION X. The "General Terms and Conditions For Electric Service" of the Company, which are from time to time filed with an approved by the Public Service Commission of Indiana, shall be deemed a part of this agreement and the conditions of service provided for herein the same as if such terms and conditions were

SECTION XI. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF the parties hereto have caused quadruplicate copies of this agreement to be duly executed by their respective duly authorized proper officers, and their respective corporate seals to be duly affixed to such quadruplicate copies, and properly attested, all as of the day, month and year first above written.

Town _____ of _____ Cloverdale _____, Indiana,

By _____ Board of Trustees

Allen Liberty
Stanley W. Sturt
Thompson R. Loy

ATTEST:

Anna Mae Crawley

PUBLIC SERVICE COMPANY OF INDIANA, INC.
an Indiana corporation

By Robert C. Vann
Marketing Director