

(Town)

ORDINANCE NO. 11

TOWN OF PORTAGE, INDIANA

AN ORDINANCE APPROVING A GAS
FRANCHISE, GRANT AND CONTRACT WITH
NORTHERN INDIANA PUBLIC SERVICE COMPANY

WHEREAS, heretofore to-wit: on the 17th day of August, 1959, the Town of Portage in the County of Porter, Indiana, acting by and through its Board of Trustees, entered into the following franchise, grant and contract with Northern Indiana Public Service Company, an Indiana corporation, to-wit:

(Town)

ORDINANCE NO. 11

TOWN OF PORTER, INDIANA

AN ORDINANCE APPROVING A GAS
TRANSMISSION, GRANT AND CONTRACT WITH
NORTHERN INDIANA PUBLIC SERVICE COMPANY

WHEREAS, Resolution No. 11, passed on the 17th day
of August, 1959, by the Board of Trustees of
Porter, Indiana, setting by and through the Board of
Trustees, entered into the following franchise, grant
and contract with Northern Indiana Public Service
Company, an Indiana corporation, to-wit:

(Town)

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AND WHEREAS, the terms and provisions of the statutes of the State of Indiana having been fully complied with, said franchise, grant and contract is now duly submitted to the Board of Trustees of said Town for its consideration and action thereon:

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Portage, in the County of Porter, Indiana:

Section 1. That the foregoing franchise, grant and contract dated the 17th day of August, 1959, made and entered into by and between the Town of Portage, acting by and through the Board of Trustees of said Town, party of the first part, and Northern Indiana Public Service Company, an Indiana corporation, party of the second part, be, and the same is hereby approved, ratified and confirmed, and the said Northern Indiana Public Service Company, its successors and assigns, are hereby granted the rights, privileges and authority as in said franchise, grant and contract set forth, in accordance with the terms, provisions and conditions thereof.

(Town)

AND WHEREAS, the terms and provisions of the statutes of the State of Indiana having been fully complied with, said franchise, grant and contract is now duly submitted to the Board of Trustees of said Town for its consideration and action thereon:

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Fortgas, in the County of Porter, Indiana:

Section 1. That the foregoing franchise, grant and contract dated the 15th day of August, 1929, made and entered into by and between the Town of Fortgas, acting by and through the Board of Trustees of said Town, party of the first part, and Northern Indiana Public Service Company, an Indiana corporation, party of the second part, be, and the same is hereby approved, ratified and confirmed, and the said Northern Indiana Public Service Company, its successors and assigns, are hereby granted the rights, privileges and authority as in said franchise, grant and contract set forth, in accordance with the terms, provisions and conditions thereof.

Section 2. This ordinance is passed upon the same day and at the same meeting at which it is introduced and it is passed by the unanimous consent of all the members of the Board of Trustees present and there are present and voting at least two-thirds of the members elect of the said Board of Trustees.

Section 3. This ordinance shall take effect and be in force and effect from and after its passage.

Passed, approved and signed this 17 day of August, 1959.

Earl Davis
President of the Board of Trustees

W. K. Nekring
Trustee

Lothe Wilson
Trustee

Harry B. Ingelson
Trustee

Joe M. Murray
Trustee

Charles H. Schlessing
Trustee

Clifford O. Dalmage
Trustee

Trustee

ATTEST:

Lillian Vassick
Town Clerk

(Town)

Section 2. This ordinance is passed upon the same day and at the same meeting at which it is introduced and it is passed by the unanimous consent of all the members of the Board of Trustees present and there are present and voting at least two-thirds of the members elect of the said Board of Trustees.

Section 3. This ordinance shall take effect and be in force and effect from and after its passage.

Passed, approved and signed this 17 day of

August 1952.

President of the Board of Trustees

Trustee

Trustee

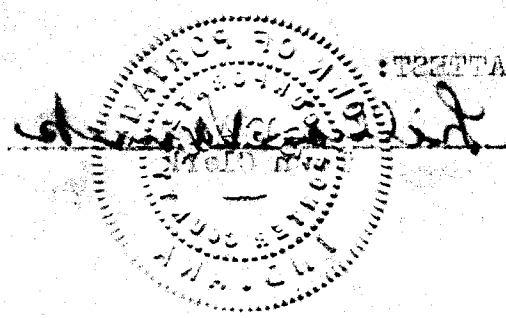
Trustee

Trustee

John R. ...
Trustee

Trustee

Trustee



GAS FRANCHISE
August

THIS AGREEMENT, made this 7th day of 1959 by and between the **Town of Portage** in the county of **Porter**, Indiana, acting by and through its **Board of Trustees** (hereinafter called the "MUNICIPALITY"), party of the first part, and **NORTHERN INDIANA PUBLIC SERVICE COMPANY**, an Indiana corporation (hereinafter called the "GRANTEE"), party of the second part, **WITNESSETH:**

SECTION 1. The Municipality hereby grants unto the Grantee, its successors and assigns an indeterminate permit, franchise, right and privilege to lay, install, replace, renew, repair, maintain, enlarge, extend and operate in, along, upon and under any and all of the streets, alleys, commons, bridges and other public places within said Municipality, within its present and future corporate limits gas mains, pipes, manholes, and all necessary feeders, service pipes and other appliances and structures convenient or proper for the purpose of supplying and furnishing the Municipality, the inhabitants thereof, and the public in general with gas for their convenience and welfare, for heat, light and power and for domestic, commercial, industrial and all lawful uses, including the right to carry and transmit the same through said facilities to territory beyond said Municipality, without charge or license fee therefor, subject to all reasonable police regulations now or hereafter adopted by said Municipality, pertaining to the use of its streets, alleys and public places.

SECTION 2. In exercising the rights granted hereunder, the Grantee shall obstruct the streets, alleys and public places to such extent only as shall be reasonably necessary.

SECTION 3. The Grantee may make all necessary excavations and openings in the streets, alleys and other public places of the Municipality for the purposes aforesaid and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the Municipality harmless from all damages, costs and expenses which the Municipality may be compelled to pay proximately caused by the default, carelessness or neglect of the Grantee in the construction, maintenance and operation of its system hereby authorized, provided the Municipality shall promptly notify the Grantee of any claim or suit made or brought against the Municipality and cooperate in the defense thereof. The Grantee shall restore all streets, alleys and public places opened by it for the purposes aforesaid to as nearly as practicable the same order and condition as the same were in before such opening.

SECTION 4. Upon completion of said system, Grantee shall use all reasonable diligence and precaution to furnish and maintain a regular, adequate, dependable and uninterrupted supply of gas to said Municipality and the inhabitants thereof, but Grantee shall not be liable for any damage occurring to said Municipality or any customer in consequence of any failure to supply gas, if such failure is without default or neglect on the part of Grantee, or when such failure is due to acts of God, strikes, lockouts, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, line freezeups, temporary failure of gas supply, arrests and restraints of rulers and peoples, civil disturbances, explosions, necessary repairs, accident or breakage or injuries to machinery, equipment, lines of pipe, transmission or distribution lines or system, delays of any common carrier, default of any connecting utility, pipe line company, natural gas company or supplier of gas, judicial process, the binding order of any court or governmental authority, state or municipal interference, or other causes whether of the kind herein enumerated, or otherwise, not within the control of the Grantee.

SECTION 5. This franchise agreement shall constitute an indeterminate permit under and pursuant to the terms and provisions of the Public Service Commission law of the State of Indiana and in the event of the repeal of said law, this franchise agreement shall extend for and during the term of twenty-five years from and after the date that the repeal thereof becomes effective. The gas shall be furnished and sold to said Municipality and its inhabitants at such rate or rates as may from time to time be shown on the schedule on file with the Public Service Commission of the State of Indiana, or in accordance with the laws of the State of Indiana. In case of lawful change in the schedule of rates, the rate legally applicable shall thereafter be charged.

SECTION 6. This agreement and all of its terms and provisions shall inure to the benefit of and be obligatory upon the parties hereto and the successors and assigns of the parties and shall be in full force and effect from and after the date of its being approved by an ordinance duly adopted by said Municipality.

IN WITNESS WHEREOF the parties hereto have executed this instrument the day and year first above written.

Town of Portage, INDIANA

By Earl L. Davis
W. H. N. King
Edwin S. Wilson
Harry B. Ingelsson
Joe M. Murray
Charles L. Schlessing
Clifford C. Schrage
Its Board of Trustees

ATTEST:

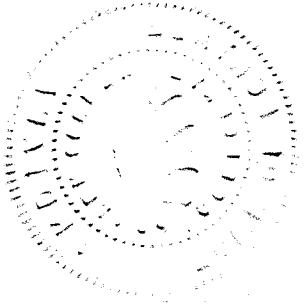
Lillian Vauck
Clerk

NORTHERN INDIANA PUBLIC SERVICE COMPANY

ATTEST:

J. E. Thacker
Its Secretary

By W. H. King
Its VICE President



Handwritten signature or name, possibly "John A. ..."

Handwritten text, possibly "Miss ..."

