

gated by said Commission, and (ii) the American Standards Association publication "ASA C84.1-1954" dated May 1949, to the extent that the same is not in conflict with item (i) above.

4. 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 under the terms of which Company furnishes and Municipality purchases electric energy, and any and all such other agreements shall be deemed terminated and canceled as of such date.
5. All terms and stipulations heretofore made or agreed to in respect to service of electric energy by Company to Municipality are merged into this 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 unless contained herein.
6. 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 duplicate 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 duplicated copies, and properly attested, all as of the day, month and year first above written.

PUBLIC SERVICE COMPANY OF INDIANA, INC.

By \_\_\_\_\_  
Vice-President (Company)

ATTEST:

\_\_\_\_\_  
Secretary

City of Lebanon, Indiana,

By Board OF PUBLIC WORKS AND SAFETY

LEBANON UTILITY SERVICE BOARD  
(Municipality)

ATTEST:

SIGNATURES UNNECESSRY ON THIS PAGE

\_\_\_\_\_  
Clerk-Treasurer

P.S.C.I. No. 3

PUBLIC SERVICE COMPANY OF INDIANA, INC.  
1000 East Main Street, Plainfield, Indiana

EXHIBIT "A"

RATE MUN \_\_ SCHEDULE FOR SUPPLY OF TOTAL ELECTRIC  
REQUIREMENTS OF A MUNICIPAL DISTRIBUTING SYSTEM

Availability

To municipal electric distributing systems contracting for their entire requirements of electric capacity and associated energy for distribution and retail sale to ultimate users supplied service direct by such system.

Character of Service

Electric energy supplied hereunder shall be in the form of three phase alternating current and shall have a frequency of approximately sixty cycles per second.

Measurements of Maximum Load and Energy

Maximum load shall be measured by suitable instruments provided by Company and in any month the maximum load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty-minute interval in such month.

Energy shall be metered by suitable integrating instruments.

Service hereunder will normally be metered at Company's primary distribution line voltage, which is designated as a standard voltage in the range of approximately 2,300 and 15,000 volts. Company, at its sole option, may elect to meter the service either on the load side or the input side of the transformation required to supply Municipality: provided however, that when service is metered at a voltage of more than 15,000 volts, the maximum load measurements shall be decreased by one per cent (1%) and the energy measurements shall be decreased by one and one-half per cent (1½%) to convert such measurements to the equivalent of metering at Company's primary distribution voltage.

Billing Maximum Load

The Billing Maximum Load for any month hereunder shall be the greater of (i) the maximum load for the month after applying applicable metering and power factor adjustments, or (ii) sixty per cent (60%) of the highest monthly maximum load as adjusted for metering and power factor during the preceding eleven (11) months.

Rate

Maximum Load Charge (monthly)  
\$1.57 per month per kilowatt of Billing Maximum Load in the month