

ELECTRIC ENERGY FOR RESALE CONTRACT ORDINANCE

ORDINANCE NO. 75-1

AN ORDINANCE CONTRACTING WITH THE
CENTRAL ILLINOIS LIGHT COMPANY, AN
ILLINOIS CORPORATION, ITS SUCCESSORS
AND ASSIGNS FOR THE FURNISHING OF
ELECTRIC ENERGY FOR RESALE BY THE
VILLAGE OF CHATHAM, COUNTY OF
SANGAMON, STATE OF ILLINOIS

WHEREAS, the Village of Chatham (hereinafter designated as
"Municipality") owns and operates a street lighting system and requires
electric energy for its operation and for other municipal uses, and

WHEREAS, the Municipality owns and operates an electric distri-
bution system for the delivery of electric energy to the public in and
around the Village of Chatham and

WHEREAS, Central Illinois Light Company (hereinafter designated
as "Utility") has generating capacity and a 34,500 volt electric line and
substation at a location near Mulberry Street and Illinois State Route 4
in said Village and is willing to provide at said substation electric
energy to the Village:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of
Trustees of the Village of Chatham, County of Sangamon, State of Illinois;

1. Utility does hereby agree to furnish to Municipality, and
Municipality does hereby agree to accept from Utility, electric energy in
the form of 3-phase alternating current of a frequency of approximately 60
cycles and a potential of approximately 2400/4160 volts.

2. Municipality does hereby agree to pay Utility monthly for electric service rendered during the preceding month at the rate and charges due and payable therefor pursuant to Utility's wholesale electric service Rate Schedule MW-1, attached hereto and made a part hereof or such other effective superceding rate schedule. It is recognized that such rate schedule is subject to changes either in whole or part, made from time to time, by a legally effective filing of utility with, or by order of, the regulatory authority having jurisdiction, and both utility and municipality shall have the right to seek unilateral changes from such regulatory authority.

3. Municipality does hereby agree to purchase from Utility all of Municipality's electric requirements for the operation of Municipality's street lighting system, lighting of public buildings and grounds, and for resale to customers of Municipality's electric distribution system.

4. Utility does hereby agree to maintain its said 34,500 volt electric line to its substation, and to furnish and install all switches, lightning arresters, meters, recording devices and other necessary apparatus for the purpose of controlling and measuring the energy taken by Municipality at the "point of delivery" which shall be the outlet side of the buss bar at said substation. The point of metering for electric energy supplied hereunder shall be at suitable meters located on Utility's switchboard in said substation, provided however that the point of delivery and metering may subsequently be changed by mutual agreement of the parties in writing.

5. Utility will endeavor to maintain adequate and continuous service, but does not guarantee that the supply of electric energy will at

all times be constant. It is agreed that temporary secession of Utility's service hereunder occasioned by fire, explosion, flood, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery or transmission or distribution lines or other accidents or causes not reasonably within its control shall not constitute a breach of this contract on the part of Utility, and Utility shall not be liable to Municipality for any damages resulting from such temporary secession of service.

6. Utility has installed within the substation, at Municipality's specific request, additional controls which will deenergize the oil circuit breaker on the 2400/4160 volt side in the event that a single-phasing condition occurs on the 34.5 kv primary feed.

7. This contract ordinance shall be in full force and effect for a term of one year, said term to commence when Utility accepts this ordinance in writing, which acceptance shall be filed within 60 days after the passage and approval of this ordinance and this ordinance when so accepted by Utility shall become a contract between Municipality and Utility and shall continue in full force and effect during said term and shall be automatically extended from year to year thereafter unless either party shall give sixty days' written notice to the other party prior to the expiration of the original term or any extension to terminate this contract.

8. Utility shall not be liable for any loss or damage to property or injury or death of persons, whether suffered by Municipality, its agents or employees or by any third person, persons or corporation resulting from the location, use or operation of electric or other facilities located on

Municipality's side of the point of delivery hereinbefore mentioned or from electric energy present therein or escaping therefrom, nor shall Utility be liable for any loss by reason of fire on premises of Municipality from any cause whatsoever, and Municipality shall indemnify and save Utility harmless from all such loss, damage, injuries or deaths.

9. This contract shall be obligatory upon and shall inure to the benefit of the successors and assigns of the Municipality and Utility.

10. Other ordinances that may have been passed relating to electric energy for resale between the parties are hereby repealed and of no further force and effect.

PASSED by the President and Board of Trustees of the Village of Chatham, County of Sangamon, State of Illinois, this 16 day of JANUARY, A.D., 1975.

APPROVED by the President of the Board of Trustees of the Village of Chatham, County of Sangamon, State of Illinois, this 16 day of JANUARY, A.D., 1975.

Jerry A. Purcell
President

ATTEST:

James Chasteen
Village Clerk

To the Board of Trustees
of the Village of
Chatham, Illinois

Gentlemen:

The undersigned Central Illinois Light Company hereby accepts the ordinance # _____ passed by the Board of Trustees on the _____ day of _____, 19____, granting a contract to the undersigned for the furnishing of electric energy for resale by the Village of Chatham, County of Sangamon, Illinois.

This acceptance is filed by the undersigned pursuant to and in compliance with paragraph 7 of said contract.

Respectfully submitted,

CENTRAL ILLINOIS LIGHT COMPANY

BY: _____
Vice President

ATTEST:

Secretary

The undersigned Village Clerk of Chatham, Illinois, hereby certifies that the foregoing acceptance was filed with me as Village Clerk of Chatham, Illinois, this _____ day of _____, A.D., 19____.

Village Clerk