

DEFERRED AT
5/7/91 SPECIAL BOARD
MEETING

Ordinance 91-20

AN ORDINANCE APPROVING TWO CONTRACTS BETWEEN THE VILLAGE CHATHAM, ILLINOIS, AND CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain Service Agreement between the Village of Chatham, Illinois, and Central Illinois Public Service Company, attached hereto as Exhibit A, is hereby approved.

SECTION 2: That certain Technical Assistance Agreement between the Village of Chatham and Central Illinois Public Service Company attached hereto as Exhibit B, is hereby approved.

SECTION 3: The President and Clerk of the Village are authorized and directed to execute and attest said Agreements on behalf of the Village of Chatham. The proper officers of the Village of Chatham are authorized and directed to perform said Agreements on behalf of the Village upon their execution by Central Illinois Public Service Company.

SECTION 4: This Ordinance is effective immediately.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

AYES: 1
NAYS: 5

PASSED: _____
APPROVED: _____
ABSENT: _____

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 91-_____, adopted by the President and Board of Trustees of said Village on the _____ day of _____, 1991, said Ordinance being entitled:

AN ORDINANCE APPROVING TWO CONTRACTS BETWEEN THE VILLAGE OF CHATHAM, ILLINOIS AND CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this ___ day of _____, 1991.

Village Clerk

PREPARED BY:

John M. Myers
PFEIFER & KELTY, P.C.
1300 South Eighth Street
P. O. Box 1858
Springfield, IL 62705-1858
Telephone: 217/528-5604

1/7/91

**Service Agreement
between
Central Illinois Public Service Company
and
Village of Chatham, Illinois**

This Agreement, (the "Agreement") made and entered into this _____ day of _____, 1991, by and between Central Illinois Public Service Company, a corporation organized and existing under the laws of the State of Illinois, ("CIPS", "Company" or "Service Company") and the Village of Chatham, Sangamon County, Illinois, a municipal corporation ("Customer"), (together, the "Parties" or separately, a "Party").

WHEREAS, Customer now owns and operates an electric distribution system serving customers in and contiguous to the Village of Chatham; and

WHEREAS, Customer desires to purchase from CIPS its full requirements of electric energy for its system in accordance with the terms of this Agreement; and

WHEREAS, Service Company desires to provide capacity and to sell and deliver to Customer (at a 138 KV delivery voltage) all of Customer's requirements of electric energy in accordance with the terms of this Agreement; and

WHEREAS, Service Company owns and maintains necessary facilities for delivery of the Customer's full power and energy requirements to 138 KV facilities owned and operated by the City of Springfield ("City") for delivery to Customer.

NOW, THEREFORE in consideration of the mutual covenants and agreements herein contained, the Parties hereto covenant and agree as follows:

1. CIPS shall provide and Customer shall receive firm electric power and energy to serve the full power and energy requirements of Customer.
2. CIPS will furnish and deliver electric power and energy to Customer in accordance with the terms and conditions of this Agreement at 138 KV. The delivery of CIPS power to Customer shall require the utilization of the 138 KV line owned by the City and interconnected with CIPS at the North Auburn substation. Presently, Customer owns and maintains a tap ("Chatham Tap") on the City's transmission line. For the term of this Agreement, the Chatham Tap shall be referred to as the "Point of Delivery". For the purpose of tabulating monthly



charges, power delivered to the Customer will be the power metered at the Point of Delivery, plus any losses assessed CIPS by City.

Electric power and energy supplied hereunder shall be sixty (60) hertz, three (3) phase alternating current. Service Company shall maintain voltage regulation at the Points of Delivery to within ten (10) percent above and below the delivery voltage (nominally 138 KV).

Service Company shall notify Customer of changes of operating practices and/or equipment settings on Service Company's system from time to time, as such changes occur in CIPS' sole discretion, and to the extent such changes affect operation or reliability of Customer's electric system.

In order for Service Company to adequately plan for Customer's power requirements, Customer will provide a 5 year forecast of maximum monthly power requirements. Such forecast shall be provided on or about November 1 of each year of the Agreement.

3. The term of this Agreement shall be for ten years, commencing on June 27, 1991, and continuing through June 26, 2001.
4. This Agreement shall continue in full force for the initial term, and neither Party shall have the right to terminate this Agreement unilaterally, except as otherwise provided herein. At any time that no suitable transmission services agreement is effective, CIPS may terminate this Agreement, effective upon delivery to Chatham of written notice of CIPS' intent to so terminate. Either Party hereto may terminate this Agreement effective June 27, 2001, by providing the other Party with notice in writing of its intent to so terminate by no later than June 27, 2000. Subsequent to June 27, 2000, this Agreement may be terminated by either Party by giving notice in writing to the other Party at least twelve months prior to the June 27 contract anniversary date on which the terminating Party intends the Agreement to terminate.
5. Rates to be charged shall be in accordance with those stated in Appendix A to this Agreement which is attached hereto and made a part hereof. The rates and charges contained in Appendix A, with the exception of the Demand Charge and monthly fuel clause adjustment, shall remain in effect from June 27, 1991 through June 26, 2001, subject to adjustment pursuant to paragraphs 6, 7 and 8 of this Agreement. On or about July 1, 1999, the Parties

hereto agree to enter into discussions with regards to rates, terms and conditions to be effective subsequent to the expiration of Appendix A to this Agreement. Absent an agreement by the Parties prior to March 31, 2001, Service Company reserves the right to file unilaterally for changes in the Appendix A rate schedule under Section 205 of the Federal Power Act, to become effective on June 27, 2001.

6. From time to time as CIPS deems appropriate in its sole discretion, CIPS may file revisions to the Full Requirements Contract Rate Demand Charge ("Demand Charge") contained in Appendix A. Such revisions (increases or decreases) shall be equal, on a percentage basis, to the total overall percentage revenue increase or decrease in CIPS' retail electric rates as granted by the Illinois Commerce Commission (ICC) plus any overall percentage increases less any overall percentage decreases in CIPS' retail electric rates granted by the ICC since the time that CIPS last increased or decreased the Demand Charge contained in Appendix A to this Agreement; any effects on CIPS' retail rates due to changing the basis of the retail Fuel Adjustment Charge shall be excluded from the calculation of said increases or decreases in the Demand Charge. Any such increase or decrease in the Demand Charge shall be applied prospectively from the date of a final ICC order and shall begin with the first full billing period following such date, provided, however, at no time shall the Demand Charge revised in accordance with this section be lower than the initial Demand Charge stated in Appendix A to this Agreement (that being \$11.88 per KW).
7. If an order of the ICC setting CIPS retail electric rates, and affecting the percentage increase or decrease in the Demand Charge as provided in Paragraph 6 is appealed, CIPS shall place in effect a revised Demand Charge consistent with the ICC order which has been appealed. Should the ICC subsequently issue an order amending its previous order as a result of the appeal, CIPS shall place in effect a revised Demand Charge consistent with the subsequent ICC order, and either refund or charge Customer the difference between what CIPS would have collected from Customer under the new Demand Charge and what CIPS actually collected from Customer since the effective date of the revised Demand Charge based on the ICC order which was appealed, with interest as provided in the regulations of the Federal Energy Regulatory Commission ("FERC").
8. Except as specifically provided for in Paragraphs 5, 6 and 7 hereof with respect to the Demand Charge, nothing

contained herein shall be construed as affecting in any way CIPS' right to file unilaterally at any time, for changes in any of the provisions herein, in Appendix A hereto, or any other CIPS rate schedule under Section 205 of the Federal Power Act and pursuant to the FERC's Rules and Regulations promulgated thereunder. Customer hereby covenants and agrees that it will not oppose the filing of the Agreement or of such Demand Charge revisions as provided for in Paragraphs 5, 6, and 7 hereof, and this Agreement constitutes the acceptance by Customer to have this Agreement and said Demand Charge revisions become effective as to Customer on the effective date designated by CIPS in its filings with the FERC, without suspension or a hearing before the FERC. With respect to any other changes in this Agreement which CIPS may file in its sole discretion, including rate design structural changes, Customer retains its right to intervene in any proceeding at the FERC initiated to consider such changes.

Any changes in the energy charge as a result of a transfer of the Demand Charge Revenue Requirement or a change in the Fuel Clause via a rate design structural change shall be subject to the same overall percentage revenue increase or decrease limitations imposed upon the demand charges included in paragraphs 6 and 7.

9. This Agreement shall be binding upon and inure to each of the Parties hereto and to their respective representatives, successors and assigns; subject, however, to the express condition that written consent of CIPS shall be necessary to any assignment hereof by Customer. Such assignment shall be subject to review by CIPS and to reasonable terms and conditions requested by CIPS, but approval by CIPS will not be unreasonably withheld. Customer shall inform CIPS at least six months prior to any such assignment. Any such assignment shall not increase the obligations of CIPS hereunder, and after such assignment Customer shall not be liable for any portion of the Agreement which Customer has assigned and to which CIPS has consented.
10. a. CIPS and Customer shall each use reasonable diligence in maintaining their respective lines and other facilities in proper and serviceable condition, and shall take all reasonable steps and precautions for maintaining the service herein agreed to be performed and received. Customer shall indemnify and save harmless and defend CIPS, its directors, officers and employees from and against any and all claims, demands, damages, costs, or expenses arising, growing out of, or resulting in

any manner from electric power or energy after delivery thereof to the Point of Delivery; and CIPS shall indemnify and save harmless and defend Customer from and against any and all claims, demands, damages, costs, or expenses arising, growing out of or resulting in any manner from electric power or energy prior to delivery thereof to the Point of Delivery.

- b. In no event shall either party be liable to the other Party for any indirect, special, incidental or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort (including negligence) or otherwise.
 - c. Notwithstanding any of the foregoing, each Party shall be responsible for all claims of its respective employees, agents or servants under workers' compensation laws or similar laws.
 - d. Nothing contained in this Agreement is intended to preclude either party from seeking appropriate relief in the event of breach of this Agreement from any regulatory body or court having jurisdiction with respect to enforcement of this Agreement.
11. Each Party shall be responsible for the procurement and maintenance of its own property, casualty and third-party liability insurance programs to adequately protect its respective liabilities and responsibilities as described in this Agreement.
12. CIPS and Customer shall not be liable for or on account of any damage, loss (including profit from operations), injury or expense that may be occasioned by any failure, interruption or delay in the delivery or receipt of power and energy hereunder, when such failure, interruption or delay is due to forces beyond the reasonable control of the Party experiencing the difficulty, including, but not limited to, fires, strikes, labor stoppages, epidemics, floods, earthquakes, lightning storms, ice, acts of God, riots, civil disturbances, civil war, invasion, insurrections, military or usurped power, war, sabotage, explosions, failure of equipment or of contractors or suppliers of materials or fuel, inability to obtain or ship materials, fuel or equipment because of the effect of similar causes on suppliers or carriers, or restraint by government agencies prohibiting or failing to approve acts necessary to performance hereunder or permitting any such act only subject to unreasonable conditions; provided however, that upon learning of any failure, interruption or delay of the foregoing type, the Party

experiencing the difficulty shall make diligent effort to notify the other Party of the failure, interruption or delay and shall use due, and in its judgment, practicable diligence to remove the cause or causes thereof; and provided further, that neither CIPS nor the Customer shall be required by the foregoing provisions to settle a strike or labor negotiations except when in the best judgment of the Party experiencing the difficulty such settlement seems advisable.

13. Customer shall be responsible for all costs incurred by CIPS associated with the investment in and maintenance of CIPS' metering equipment installed at the Point of Delivery. In addition, CIPS will operate, and have sole use and control of the current transformers and voltage transformers owned by Customer at the Point of Delivery for the term of this Agreement. The Customer shall be billed at a rate of 1-1/2 percent per month of any additional investment made by CIPS in such metering equipment investment, initially estimated to be \$4038.00. Customer shall be billed direct for time and materials associated with maintenance of the metering equipment (including current and potential transformers) by CIPS.

Customer shall also be responsible for any costs incurred by Company as a result of its utilization of the City's transmission line for delivery of power to Customer. Such costs, if incurred, will be included in the monthly billing.

14. Customer shall be responsible for all costs associated with the investment in and maintenance of CIPS' telemetering facilities at the Point of Delivery in order to provide the CIPS System Control Center with a reasonable statistical estimate of the total hourly power and energy requirements for the Point of Delivery. Such telemetering facilities shall be capable of providing (1) real time load data for automatic generation control and economic dispatch purposes at remote terminal unit scan rates (i.e., essentially instantaneous and continuous) and (2) hourly Energy and demand values. The Customer shall be billed at a rate of 1-1/2 percent per month of such telemetering equipment investment, initially estimated to be \$62,737.00. Customer shall also be billed for time and materials associated with maintenance of this equipment by CIPS, as required from time to time.
15. This Agreement shall become effective on June 27, 1991, subject to the acceptance by any regulatory authority as may have jurisdiction hereof, and subject to Customer's execution of a suitable transmission services agreement

with the City. Customer shall provide a copy of such agreement to CIPS.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers and their respective corporate seals to be hereunto affixed.

CENTRAL ILLINOIS PUBLIC SERVICE CO.

By: _____
Vice President

ATTEST:

Secretary

(SEAL)

VILLAGE OF CHATHAM, ILLINOIS

By: _____
Title

ATTEST:

Title

(SEAL)

**Full Requirements Service
to the Village of Chatham for
Distribution and Retail Sale To Its Customers**

Availability

This rate schedule shall be available to the Village of Chatham for purchasing its total power requirements pursuant to a Service Agreement between Company and Chatham, dated _____, 1991, to whom this rate schedule will become effective as of June 27, 1991.

Net Rate

Demand Charge

\$11.88 per kilowatt of Customer's monthly billing demand including 300 kilowatt hours per kilowatt of monthly billing demand. The monthly demand charge may be adjusted in accordance with the service agreement.

Company may determine the average lagging power factor each month, and if found to be less than 85 percent, the demand charge in such month shall be increased by an amount equal to 20 cents for each kilovolt-ampere, or major fraction thereof, of capacitors required to correct the power factor from the nearest whole percent to 85 percent lagging.

Energy Charge

1.22 cents per kilowatt hour for all kilowatt hours used each month in excess of 300 hours use of the monthly billing demand.

Fuel Clause

The net monthly bill computed according to the provisions of this rate schedule (before the application of the Tax Clause) shall be subject to adjustment based upon the difference between the fuel cost per kilowatt hour, as defined below, for the immediate preceding two calendar months (to the nearest 0.001 cent) and 1.000 cent per kilowatt hour multiplied by the number of kilowatt hours used in the billing month.

Date of Filing,

Date Effective,

Fuel cost per KWH shall equal "F" divided by "S".
Fuel costs (F) shall be the cost of:

- (a) fossil and nuclear fuel consumed in the Company's own plants, and the Company's share of fossil and nuclear fuel consumed in jointly owned or leased plants. The cost of fossil fuel shall include no items other than those listed in Account 151 of the Commission's Uniform System of Accounts for Public Utilities and Licensees. The cost of nuclear fuel shall be that as shown in Account 518, except that if Account 518 also contains any expense for fossil fuel which has already been included in the cost of fossil fuel, it shall be deducted from this account;
- (b) the actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
- (c) the net energy cost of energy purchases, exclusive of capacity or demand charges when such energy is purchased on an economic dispatch basis. Included therein shall be such costs as the charges for economy energy purchases and the charges as a result of schedule outage, all such kinds of energy being purchased by the Company to substitute for its own higher cost energy; and less
- (d) the cost of fossil and nuclear fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.

Sales (S) shall be equated to the sum of (1) generation, (2) purchases referred to in (b) above, (3) interchange-in referred to in (c) above, less (4) energy associated with pumped storage operations, less (5) inter-system sales referred to in (d) above, less (6) 4.8 percent of the net sum of (1) through (5) for system losses.

Date of Filing,

Date Effective,

Billing Demand

The billing demand to be used each month shall be the greatest of:

- (1) the monthly maximum demand at delivery point established during the hours of 6:00 A.M. to 10:00 P.M. on Monday through Friday, except on days on which the following holidays are observed in Illinois: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; or
- (2) 50% of the highest monthly billing demand established during the months of June, July and August of the twelve months ending with the current billing period.

Other Charges

Any costs incurred by CIPS due to application of FERC Annual Charge requirements based on serving Chatham shall be billed Chatham upon payment of such assessment to the FERC by Company. Chatham shall be billed monthly for all costs associated with metering equipment and electrical losses or other costs related to transmission service, pursuant to the terms contained in the service agreement.

Date of Filing,

Date Effective,

1/7/91

**Technical Assistance Agreement
between
Central Illinois Public Service Company
and
Village of Chatham, Illinois**

THIS AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 1991, by and between CENTRAL ILLINOIS PUBLIC SERVICE COMPANY, a company organized and existing under the laws of the State of Illinois ("CIPS"), and the VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, a municipal corporation ("Chatham"), (together, the "Parties" or separately, a "Party").

WHEREAS, Chatham now owns and operates an electric distribution system, including a substation (the "Substation"), serving customers in and contiguous to the Village of Chatham; and

WHEREAS, Chatham desires to obtain from CIPS certain training, engineering, maintenance, repair and other services in order to operate the Substation; and

WHEREAS, CIPS desires to provide to Chatham certain training, engineering, maintenance and repair services in connection with Chatham's operation of the Substation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto covenant and agree as follows:

1. The term of this Agreement shall commence on June 27, 1991 and expire on June 26, 2001.
2. This Agreement shall continue in full force and effect for the initial term, and neither Party shall have the right to terminate this Agreement unilaterally. Either Party hereto may terminate this Agreement effective June 27, 2001, by providing the other Party with notice in writing of its intent to so terminate no later than June 27, 2000. Subsequent to June 27, 2000, this Agreement may be terminated by either party giving notice in writing to the other Party at least twelve months prior to the June 27 contract anniversary date in which the terminating Party intends the Agreement to terminate. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically, and without notice, upon the termination of the "Service Agreement between Central Illinois Public Service Company and Village of Chatham, Illinois," dated _____, 1990 ("Power Supply Agreement").



3. Chatham shall be responsible for the operation, maintenance, repair and improvement of its Substation. CIPS will assist Chatham in carrying out its responsibilities in accordance with the provisions of this Agreement. Chatham's responsibilities include, but are not limited to, establishing values for Chatham's relays, operation and inspection of switches, breakers and other equipment in the Substation, and the reading of all meters and other recording equipment in the Substation.
4. Chatham shall inspect the Substation weekly pursuant to the inspection checklist provided by CIPS under Section 5 of this Agreement. Chatham shall provide CIPS with the results of the weekly inspections as these results become available.
5. At Chatham's request, CIPS will provide training to Chatham's employees and/or other representatives with respect to the generally accepted procedures for inspection of the Substation. CIPS, in good faith, will determine the nature and extent of such training. Additionally, CIPS will provide Chatham with an inspection checklist for the purpose of inspecting the Substation in accordance with Section 4. CIPS will also, if requested by Chatham, prepare for Chatham a list of replacement parts for the Substation, which, in CIPS' judgment, should be kept on hand by Chatham.
6. On a monthly basis, CIPS will analyze the results of the weekly inspections provided by Chatham. Based on CIPS' analysis of the inspection results, or based on any work performed by CIPS under any other Section of this Agreement, CIPS will advise Chatham of any maintenance work, repairs or facility alterations which, in CIPS' judgment, should reasonably be made. Annually, CIPS will provide Chatham with a summary of its analyses of the inspection results for the prior year, and of any recommendations made by CIPS during that period regarding maintenance, repairs or facility alterations.
7. At a mutually agreeable time(s), CIPS will perform routine testing and preventative maintenance on the Substation, including, but not limited to:
 - (a) lubrication and adjustment of all break switches;
 - (b) lubrication and adjustment of operating mechanisms of circuit breakers, air break switches and circuit switchers;

- (c) replacement or repair of bushings on breakers or transformers, contacts on circuit breakers, circuit switcher interrupter assemblies and air break switch blades, hinges or contacts;
 - (d) power factor (Doble), turns ratio and dielectric tests;
 - (e) circuit breaker timing tests and power factor tests; and
 - (f) routine tests on protective relays and adjustment and/or repair of the relays as reasonably necessary.
8. At Chatham's request, and at a mutually agreeable time, CIPS will perform repair work (both non-emergency and emergency) on the Substation. In the case of non-emergency repair work, CIPS will assist Chatham in determining the replacement parts required for the repair, and will perform the repair when Chatham has obtained the required replacement parts. In the case of emergency repairs, if Chatham lacks required replacement parts, CIPS will provide such replacement parts, to the extent that CIPS determines that such replacement parts are available from CIPS' own supply. If CIPS is unable to provide any services requested under this Section, CIPS shall assist Chatham in locating a qualified contractor to provide the requested services.
9. Chatham shall be responsible for determining whether the nature and level of services being provided by CIPS under this Agreement are adequate to enable Chatham to carry out its responsibilities with respect to the Substation. If Chatham determines that additional services are required, it may request such services of CIPS. If CIPS is unable to provide any requested additional services, CIPS will assist Chatham in locating a qualified contractor to provide such requested additional services.
10. Nothing in this Agreement should be construed to require CIPS to provide any services or parts under this Agreement if the provision of such services or parts would interfere with CIPS' ability to provide electric utility service to CIPS' retail customers.
11. Throughout the term of this Agreement, commencing with the first month of the term of the Agreement, Chatham will pay to CIPS a monthly fee ("Monthly Fee"). The initial amount of the Monthly Fee shall be \$150.00. Thereafter, on each subsequent June 27 contract anniversary date, the amount of the Monthly Fee shall be increased by CIPS by an amount not to exceed 5% of the

Monthly Fee in effect during the preceding 12 months. There shall be no separate charge for services provided by CIPS under Sections 5 and 6 of this Agreement. Chatham shall pay charges to CIPS for services rendered under Sections 7, 8 and 9 of this Agreement equal to CIPS' cost of providing such services, where "cost" shall include actual labor, equipment and material costs, plus fifty (50) percent.

12. Nothing in this Agreement should be construed to limit Chatham's ability to retain, employ or otherwise contract with an entity other than CIPS to provide any of the services that CIPS has agreed to provide under this Agreement.
13.
 - a. CIPS' liability with respect to any negligence by CIPS in its performance or failure to perform under this Agreement shall be limited to repair or replacement or any Customer equipment damaged by CIPS' negligent maintenance or repair; and, in no event shall either party be liable to the other Party for any indirect, special, incidental or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort (including negligence) or otherwise.
 - b. Customer shall indemnify and save harmless and defend CIPS, its directors, officers and employees from and against any and all third party claims, demands, damages, costs, or expenses arising out of any performance or failure to perform by either Party under this Agreement.
 - c. Notwithstanding any of the foregoing, each Party shall be responsible for all claims of its respective employees, agents or servants under workers' compensation laws or similar laws.
14. Chatham shall be responsible for the procurement and maintenance of its own property, casualty and third-party liability insurance programs to adequately protect its liabilities and responsibilities described in this Agreement, including but not limited to, indemnification of CIPS as set forth in Section 13. Notwithstanding anything to the contrary in this Agreement, Chatham also agrees to waive subrogation rights, if any, against CIPS for any loss or damage sustained to Chatham's facilities.
15. CIPS and Chatham shall not be liable for or on account of any damage, loss (including profit from operations), injury or expense that may be occasioned by any failure, interruption or delay in the delivery or receipt of

services or parts hereunder, when such failure, interruption or delay is due to forces beyond the reasonable control of the Party experiencing the difficulty, including, but not limited to, fires, strikes, labor stoppages, epidemics, floods, earthquakes, lightning storms, ice, acts of God, riots, civil disturbances, civil war, invasion, insurrections, military or usurped power, war, sabotage, explosions, failure of equipment or of contractors or suppliers of materials or fuel, inability to obtain or ship materials, fuel or equipment because of the effect of similar causes on suppliers or carriers, or restraint by government agencies prohibiting or failing to approve acts necessary to performance hereunder or permitting any such act only subject to unreasonable conditions; provided however, that upon learning of any failure, interruption or delay of the foregoing type, the Party experiencing the difficulty shall make diligent effort to notify the other party of the failure, interruption or delay and shall use due, and in its judgment, practicable diligence to remove the cause or causes thereof; and provided further, that neither CIPS nor Chatham shall be required by the foregoing provisions to settle a strike or labor negotiations except when in the best judgment of the Party experiencing the difficulty such settlement seems advisable.

16. This Agreement shall be binding upon and inure to each of the Parties hereto and to their respective representatives, successors and assigns; subject, however, to the express condition that written consent of CIPS shall be necessary to any assignment hereof by Chatham, and subject to reasonable terms and conditions requested by CIPS. Approval by CIPS will not be unreasonably withheld. Chatham shall inform CIPS at least six months prior to any such assignment. Any such assignment shall not increase the obligations of CIPS hereunder.
17. This Agreement shall become effective on June 27, 1991, subject to the acceptance by any regulatory authority as may have jurisdiction hereof, and subject to the effectiveness of the Power Supply Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers and their respective corporate seals to be hereunto affixed.

CENTRAL ILLINOIS PUBLIC SERVICE CO.

By: _____
Vice President

ATTEST:

By: _____
Secretary

(SEAL)

VILLAGE OF CHATHAM, ILLINOIS

By: _____
Title

ATTEST:

By: _____
Title

(SEAL)