

Ordinance No. 01- 19

**AN ORDINANCE APPROVING A WHOLESALE POWER AGREEMENT
WITH THE ILLINOIS MUNICIPAL ELECTRIC AGENCY**

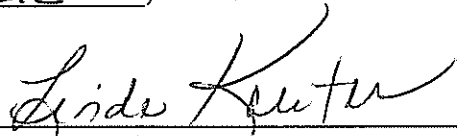
*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

SECTION 1: That certain Agreement with the Illinois Municipal Electric Agency for the provision of wholesale electric power, a copy of which is attached hereto, is hereby approved.

SECTION 2: The Village President is hereby authorized to execute said contract, and the proper officers of the Village are hereby authorized to carry out the contract according to its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 10 day of APRIL, 2001.



VILLAGE PRESIDENT

ATTEST:



Village Clerk

AYES: 4
NAYS: 0

PASSED: 4/10/01
APPROVED: 4/10/01

ABSENT: Boyle, Reynolds

WHOLESALE POWER SUPPLY AGREEMENT
BETWEEN
ILLINOIS MUNICIPAL ELECTRIC AGENCY
AND
VILLAGE OF CHATHAM, ILLINOIS

THIS AGREEMENT, entered into this ____ day of _____, 2001, between the ILLINOIS MUNICIPAL ELECTRIC AGENCY, hereinafter referred to as IMEA or Agency, and the VILLAGE OF CHATHAM, ILLINOIS, hereinafter referred to as Chatham: such parties being herein referred to as "Party" or collectively as "Parties."

WHEREAS, IMEA is a municipal power agency established pursuant to the Illinois Joint Municipal Power Act for the purpose of providing wholesale power and energy to its Member municipalities and other eligible utilities; and

WHEREAS, Chatham owns electric facilities and is engaged in the distribution, and sale of electric power and energy in the State of Illinois; and

WHEREAS, IMEA and Chatham entered into a Letter Agreement dated February 20, 2001, whereby IMEA agreed to provide and Chatham agreed to purchase full requirements capacity and energy beginning June 21, 2001 at rates designed to reimburse IMEA for actual costs associated with IMEA's purchase of capacity, energy, transmission service and ancillary services necessary to serve Chatham with full requirements, plus an administrative and general fee of 1 Mill per kWh for each kWh delivered to Chatham during the term of the Agreement; and

WHEREAS, IMEA issued a Request for Proposal on March 2, 2001 for the purchase of Full Requirements Capacity and Energy for the Village of Chatham beginning June 21, 2001;

WHEREAS, IMEA and Chatham have reviewed the proposals submitted by various power suppliers and Chatham has given approval to IMEA to enter into a contract with the City of Springfield City Water Light & Power ("CWLP") for the purpose of securing full requirements capacity and energy necessary for IMEA to serve Chatham.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, the Parties hereto agree to this Wholesale Power Agreement.

ARTICLE 1

SYSTEM INTERCONNECTION

1.1 It is recognized that Chatham and IMEA do not presently have a direct interconnection point and that any exchange of capacity or energy must be accomplished through the use of transmission facilities owned by other utilities not party to this agreement.

1.2 Points of delivery for Chatham under this Agreement will be the interconnection point between Chatham and the City of Springfield ("CWLP") located at Main Street in Chatham, Illinois, where CWLP's 138 kV line ties with Chatham's 138 kV Substation.

1.3 It is expressly understood and agreed by and between the Parties hereto that interconnection facilities and all other separately owned equipment and appurtenances may be installed or removed by either Party without the consent of the other, subject to its obligation to render performance under this Agreement. Either Party shall have the full and absolute right at any time or times to install any or all of such separately owned equipment or appurtenances.

ARTICLE 2
SERVICE CONDITIONS

2.1 It is intended that the systems of the Parties shall be operated in continuous synchronism through the facilities identified in Article 1 and in accordance with sound utility practices. If the synchronous operation of the systems becomes interrupted for reasons beyond the control of either Party or because of scheduled construction or maintenance that has been initiated by either Party, or by others not a Party to this Agreement, the Parties shall cooperate to remove the cause of such interruption as soon as practicable and restore such facilities to normal operating conditions. Neither Party shall be responsible to the other Party for any damage or loss of revenue caused by such an interruption.

2.2 The Parties shall maintain and operate their respective systems to minimize, in accordance with Prudent Utility Practice, the likelihood of disturbances originating in either system, which might cause impairment to the service of the system of the other Party or of any system interconnected with the other Party.

2.3 Each party shall be responsible for providing the reactive power requirements to its own system through its own system or through agreements with others. In no case shall the terms and conditions of this agreement or the service schedules attached hereto be interpreted to place a requirement for reactive power supply from either party to the other. Reactive Power is the magnetized component of power required by the electrical system.

ARTICLE 3

SERVICES TO BE RENDERED

3.1 CHARACTER OF SERVICE: All electric power and energy delivered under this Agreement shall be of the character commonly known as three-phase, sixty-hertz power and energy and shall be delivered at the established points of interconnection between Chatham and CWLP as defined in Section 1.2.

3.2 SALE AND PURCHASE: IMEA agrees to provide and Chatham agrees to take and pay for all of the electric power and energy required for the operation of Chatham's electric utility during the term of this Agreement.

3.3 RATES AND CHARGES: For all energy delivered to Chatham, including energy losses, for use by Chatham subject to the terms of this Agreement, Chatham shall pay IMEA an amount equal to the following:

- A. Power Supply Costs: Chatham will pay IMEA an amount equal to IMEA's costs incurred to supply capacity and energy in accordance with CWLP's Long-Term Capacity and Energy Proposal attached hereto as Service Schedule A and the terms of a power supply agreement to be developed between IMEA and CWLP, and
- B. Transmission and Ancillary Service Costs: Chatham will pay IMEA an amount equal to IMEA's costs for transmission and ancillary services in accordance with CWLP's Transmission Tariff, as amended from time to time, and incurred by IMEA under the Network Operating Agreement and Network Services Agreement to be developed between IMEA and CWLP, and

C. Administrative and General Charge: Chatham will pay IMEA an amount equal to 1 Mill (\$0.001) per kWh for each kWh delivered to Chatham during the Term of this Agreement.

3.4 It is recognized that the Service Schedules may be modified or added from time to time to provide for variations in the specific services to be rendered and the non-rate terms and conditions applicable thereto. Any modification or addition to the service provided may be recommended by either Party to the other at any time and shall become effective upon mutual written agreement of the Parties subject to any filing or approval requirements as may be then applicable under state or federal law. The attached Service Schedules, modifications thereof and additions thereto made effective as provided above shall become parts of this Agreement during the periods fixed by their respective provisions.

3.5 COMMENCEMENT OF SERVICE AND COORDINATION OF EXISTING CONTRACT: Commencement of service under this Agreement shall be contingent upon IMEA entering into a definitive agreement with CWLP for power supply in accordance with the terms of the Long-Term Capacity and Energy Proposal attached hereto as Service Schedule A and IMEA obtaining approval from CWLP for Network Transmission Service in accordance with CWLP's Transmission Tariff.

Upon the effective service date stated herein, IMEA will cause power and energy under the terms of this Agreement to be delivered to Chatham. All other power supply or transmission agreements between Chatham and any entity other than IMEA shall be terminated by Chatham prior to the effective date of this Agreement.

ARTICLE 4

SCHEDULING, DISPATCHING, AND COORDINATION

4.1 It is recognized that IMEA is responsible for the scheduling and dispatching of generating units, the scheduling and metering and/or accounting of energy flows with utilities with which it has agreements.

4.2 Chatham will be responsible for all costs of installation, maintenance, and operation of all telemetering, control, and communications facilities which may become necessary to provide service to Chatham. Any installation must be approved by the Parties.

4.3 IMEA will be responsible for securing a supply of power and energy for Chatham and delivering it to the delivery point defined herein. Although IMEA agrees to use its best efforts to avoid a shortage of supply, during any periods when the Agency is unable to supply the electric power and energy required under this Agreement for Chatham, Chatham shall be permitted to acquire from other sources the amount of electric power and energy which is not supplied by the Agency; provided, however, that at such time as the Agency is again able to supply power and energy to Chatham, Chatham shall be required to take and pay for such electric power and energy in accordance with the provisions of this Agreement, except as modified by any arrangement for a substitute supply provided as follows. Before entering into any arrangement to acquire power and energy from any source other than the Agency for any period in excess of forty-eight (48) hours, Chatham will notify and consult with the Agency as to the terms and length of such purchases and obtain the Agency's consent before contracting for such supply, which consent shall not be unreasonably withheld.

ARTICLE 5

METERS AND METERING

5.1 Electric power and energy exchanged between IMEA and Chatham shall be measured, both as to demand and energy, using existing metering equipment presently installed at the interconnection point between Chatham and CWLP, which is not a party to this agreement.

5.2 Metering equipment shall be tested by the party owning said equipment or under the terms and conditions of agreements that the Parties may have with others.

5.3 If, as a result of any test, any meter shall be found to be registering more than two percent above or below one hundred percent of accuracy, the account between the Parties hereto shall be corrected to the same extent as any billing correction IMEA receives through the agreements with CWLP. Should metering equipment at any time fail to register, the energy delivered shall be determined from the best available data. All meters shall be kept under seal, such seal to be broken only when the meters are to be tested or adjusted.

ARTICLE 6
STATEMENTS AND BILLING

6.1 As soon as practicable after the end of each calendar month, IMEA shall cause to be prepared a statement setting forth the electrical power and energy transactions between the Parties during the previous month in such detail and with such segregation's as may be needed for operating records and for determining the amount of bills to be rendered to Chatham. Generally accepted practices and methods of accounting and billing for power and energy transactions between interconnected systems shall be followed in preparing statements hereunder. If actual billing data from CWLP is not received in a timely manner, IMEA may render an estimated statement to Chatham. If an estimated statement is rendered for any month, the subsequent monthly statements shall include any true up of actual costs and billing data from the previous month.

6.2 As soon as practicable after preparation of the statement provided for in Section 6.1, IMEA shall render to Chatham a bill for the net amounts due for such month under this Agreement. All bills for net amounts owed by Chatham to IMEA shall be due and payable on the tenth day (or the first day after the tenth day if the tenth day is not a workday) after postmark of such bill for service. Unless otherwise agreed upon, a calendar month shall be the standard monthly billing period for the purposes of settlements under this Agreement.

6.3 Interest on amounts remaining unpaid after the due date shall accrue at a rate equivalent to the prime rate established from time to time by Bank One, Illinois, or other financial institution in the State of Illinois which is mutually agreed upon by both Parties, from the date due until the date upon which payment is made.

6.4 In the event that Chatham takes exception to a bill rendered by the Agency, Chatham shall pay the disputed amount and promptly inform the Agency in writing of the basis for the dispute. Chatham will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of the Agency in the manner herein specified within thirty days of when Chatham first learns of the basis for the dispute, but in no event later than 1 year from the date of the invoice. Within thirty days of receipt of the notice of the dispute, including an explanation by Chatham of the nature of the dispute, the Agency shall respond to Chatham's protest in writing. In the event it is determined that all or part of the disputed payment was not properly payable, then the Agency shall refund such amount together with interest thereon from the date the amount was paid until the refund is made at an annual rate equal to the rate specified above for amounts unpaid after the due date. In addition, any billing adjustment sought by Chatham, which is related to the Agency obtaining a corresponding billing adjustment from another service provider shall be contingent upon the Agency obtaining such adjustment from its supplier. The Agency shall pursue any such adjustment with due diligence, provided that the Agency considers such adjustment to be appropriate.

6.5 Whenever any amount due remains unpaid after the due date, the Agency may take all steps available to it under the Agreement and applicable law to collect such amount plus interest. The Agency shall also be entitled to recover all of its cost of suit and collection, including but not limited to reasonable attorney's fees, fees of expert witnesses and court costs. Subject to any applicable regulatory requirements, if any amount then lawfully payable subject to the terms of the Agreement remains unpaid, Chatham shall be considered in default of the Agreement and the Agency may, upon giving thirty days advance

notice in writing, and sent by certified mail, of its intention to do so, discontinue service hereunder if the amount remains unpaid at the end of the thirty day period, until the matter is corrected.

Whenever any amounts due remains unpaid for one hundred twenty (120) or more days after the due date and after giving thirty (30) days advance notice in writing of its intention to do so, the Agency may terminate the contract. No such discontinuance or termination shall relieve Chatham from liability for payment for electric power and energy furnished hereunder, or made available to Chatham where Chatham has an obligation to take such power and energy and has not, or for damages suffered by the Agency as a consequence of default by Chatham. The Agency may, either by law or by equity, by suit, action, mandamus, or other proceedings, enforce and compel the performance of the covenants, agreements, and obligations of Chatham under this contract to be performed by Chatham or any officer thereof.

6.6 The Parties agree that the obligation of Chatham hereunder is payable only from revenues or assets of the electric department of Chatham, and the Agency will not look to the general taxing authority of Chatham, or any other source for payment of obligations hereunder. Chatham shall maintain rates for electric power and energy to its customers so that such rates shall provide revenues sufficient to meet Chatham's obligations to IMEA under this Agreement and all other operating expenses of Chatham's electric department.

ARTICLE 7
GENERAL PROVISIONS

7.1 This Agreement is and shall constitute the entire understanding between the Parties with respect to the subject matter hereof and shall supersede any and all prior representations and understandings with respect thereto, whether oral or written. This Agreement may be amended or superceded only by a written instrument properly executed by both Parties.

7.2 Any notice, request or demand made in accordance with any provision hereof except as otherwise provided may be given either orally or in writing. Any notice, request or demand not given in writing in the first instance, shall when appropriate, or if requested by the Party addressed, be confirmed in writing by certified mail addressed to such person or place as may be designated from time to time by the Party addressed.

7.3 This Agreement is executed in two counterparts, each as an original, and shall be binding upon the successors and assigns of the respective Parties thereto. No rights of either Party hereunder shall be assigned by it without the prior consent in writing of the other Party. Neither Party, however, shall withhold its consent to any such assignment if its rights hereunder will not be adversely affected hereby; provided that such consent shall not be necessary in the case of an assignment to an assignee to whom the assignor has transferred all or substantially all of its electric department property and business.

7.4 Each Party shall exercise due diligence and reasonable care and foresight to maintain continuity of service in the delivery and receipt of power and energy as provided under this Agreement and to perform its other obligations hereunder, but neither Party shall

be considered to be in default with respect to any obligation hereunder if prevented from fulfilling such obligations by any Force Majeure condition or occurrence. "Force Majeure" shall mean any cause beyond the control of the Party affected, including, but not limited to, failure of transmission facilities, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, act of God or of public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbances or dispute, labor or material shortage, national emergency, sabotage, restraint by court order, by state or local government or other public authority or action or non-action by, or failure to obtain the necessary authorizations or approvals from any governmental agency or authority, which by the exercise of a degree of diligence normal for its conduct of business in the ordinary course the Party shall be unable to prevent.

7.5 In the event that either Party is rendered unable, wholly or in part, by Force Majeure, to perform any of its obligations under this Agreement, other than financial obligations involving payment of sums of money, and provided that such party gives initial notice of such Force Majeure orally to the other Party as soon as reasonably possible, but in any event within twenty-four hours after the occurrence of the cause relied upon and with as much information as reasonably possible, then the obligations of the Party giving such notice, so far as such obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability of performance so caused, but for no longer period. The Party giving oral notice must confirm such notice in writing as soon as reasonably possible after the occurrence of the cause relied upon, but in no event later than five working days after the occurrence of the cause. The Party giving such notice as aforesaid shall give further notice in writing when the cause ceases. This Agreement shall not be terminated by reason of any

such cause but shall remain in full force and effect. Notices given under the provisions of Force Majeure shall state the full particulars of the Force Majeure and the date and time when the cause first occurred, as well as the date and time when the cause ceased, all notices given orally or by phone shall be confirmed in writing as soon as reasonably possible.

7.6 This agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association or entity other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of said Parties.

7.7 This Agreement may be subject to the jurisdiction of any governmental authority, or authorities, having jurisdiction in the premises.

7.8 Chatham shall indemnify and save harmless and defend IMEA and its officers and employees, from and against any and all claims, demands, damages, costs, or expenses of any kind, arising, growing out of, or resulting in any manner from electric power and energy after delivery thereof to the point of delivery as identified in Section 1.2.

7.9 In the event that any of the terms, covenants or conditions of this Agreement (other than a term affecting an obligation to make payments hereunder), or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of this Agreement and the application of its terms, covenants or conditions to such person or circumstances shall not be affected thereby.

ARTICLE 8

WAIVERS

8.1 Any waiver at any time by either Party of its rights with respect to default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. Any delay, short of the statutory period of limitation, in asserting or enforcing any right under this Agreement, shall not be deemed a waiver of such right.

ARTICLE 9

TERM

9.1 Subject to the provisions of Section 3.5, this Agreement shall become effective on June 21, 2001 and shall continue in effect until May 31, 2006.

9.2 This Agreement and all provisions herein shall terminate at the end of the Term unless, the Parties meet and accomplish an extension of the term of the Agreement. At such time the Parties shall negotiate to determine the type of service extension, charges for service and the period of the extension.

9.3 Notwithstanding Section 9.1, the Village of Chatham may terminate this Agreement at any time after the first 12 months of the term upon at least 30 days advance written notice to IMEA (minimum 13 month contract term); provided that all power supply, transmission and other contracts entered into by IMEA in order to serve Chatham's electric needs shall be assigned by IMEA to Chatham, and IMEA thereafter shall have no further responsibility or liability with respect to such contracts. Unless otherwise agreed between IMEA and Chatham, such termination shall be effective at the end of the month designated by Chatham as the last month of the contract.

9.4 If following termination of this Agreement, IMEA incurs or continues to incur any liability or expense to CWLP arising out of the power supply agreement, transmission agreement or other agreement to be entered into between IMEA and CWLP in order for IMEA to provide electric power and energy to Chatham hereunder, Chatham shall have the continuing obligation to pay or reimburse IMEA for all such liability or expense.

ARTICLE 10

AGENCY MEMBERSHIP

10.1 During the term of this Agreement under which Chatham takes service for electric power and energy from the Agency, Membership dues otherwise payable to the Agency shall be waived.

ARTICLE 11

GOVERNING LAW

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

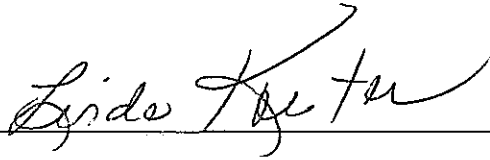
ARTICLE 12

SURVIVORSHIP OF OBLIGATIONS

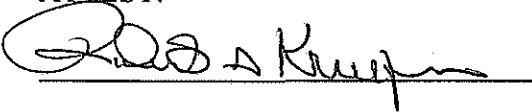
12.1 The termination of this Agreement shall not discharge either Party hereto from any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

IN WITNESS WHEREFORE, the Parties have caused this Agreement to be executed in two counterparts by their duly authorized officials and their respective corporate seals to be hereunto affixed and said seals and this Agreement to be attested to by their respective secretaries.

CHATHAM, ILLINOIS

BY: 

ATTEST:



ILLINOIS MUNICIPAL ELECTRIC AGENCY

BY: _____

ATTEST:

SERVICE SCHEDULE A

WHOLESALE POWER SUPPLY AGREEMENT
BETWEEN
ILLINOIS MUNICIPAL ELECTRIC AGENCY
AND
VILLAGE OF CHATHAM, ILLINOIS
FULL REQUIREMENTS POWER & ENERGY SERVICE

A. This Service Schedule, a part of and under Agreement dated _____, _____ between the Illinois Municipal Electric Agency (“IMEA”) and the Village of Chatham, Illinois (“Chatham”) and shall continue in effect throughout the duration of the Agreement of which it is a part subject to modifications as provided in Section 3.4 of said Agreement.

B. IMEA agrees to provide and Chatham agrees to take and pay for all of the electric power and energy required for the operation of Chatham’s electric utility during the term of this Agreement.

C. IMEA’s service to Chatham shall be in accordance with the terms and conditions of the attached Long-Term Capacity and Energy Proposal of CWLP and the terms of a power supply agreement to be developed between IMEA and CWLP.

D. The attached Long-Term Capacity and Energy Proposal of CWLP does not include transmission related service or costs. Such service and costs shall be provided by IMEA to Chatham in accordance with CWLP’s Transmission Tarrif, as amended from time to time.

Monthly Cost of Production is the total out-of-pocket cost to supply the Energy delivered to Buyer divided by the total Energy delivered to Buyer during the monthly billing period. These costs are the average cost of fuel consumed in Seller's generating equipment and the out-of-pocket cost of energy purchased from others for delivery to Buyer.

Base Production Cost = \$14.50/MWh.

Capacity Price and Energy Price shall remain valid until April 13, 2001. Upon request, Seller will update prices for Buyer's consideration.

Conditions Precedent: The obligation of the Parties to perform under the Transaction shall be conditioned upon the satisfaction of the following requirements. Each Party covenants that it will exercise reasonable commercial efforts to meet such requirements.

(1) Buyer will apply for Network Resource Transmission from CWLP related to the terms of supply defined herein. If CWLP does not grant such request by Buyer on or before June 19, 2001, both Buyer and Seller have a right to terminate this Transaction with no liability or remaining obligations as between them.

(2) Seller shall execute an amendment to the City Agreement, dated March 3, 1999 between Seller and Reliant Energy Services, Inc. (RES), to allow Seller to transact directly with Buyer to provide the Product contemplated herein. If Seller is unable to execute such agreement on or before June 1, 2001, both Buyer and Seller have a right to terminate the Transaction with no liability or remaining obligations as between them.

LONG-TERM CAPACITY AND ENERGY PROPOSAL

- Buyer:** Illinois Municipal Electric Agency, as agent for the Village of Chatham (Chatham)
- Seller:** City Water Light & Power (CWLP).
- Product:** Capacity with reserves ("Capacity") and Energy necessary to supply full requirements service to Chatham. Unless otherwise specifically agreed, continuous availability of Capacity and Energy shall be provided by Seller and the supply will be subject to curtailment or interruption only in extreme emergencies caused by events or circumstances beyond the reasonable control Seller and only in proportion to the amount that Seller's other non-interruptible load is curtailed.
- Contract Period:** June 21, 2001 through May 31, 2006.
- Delivery Period(s):** 1: June 21, 2001 – June 20, 2002, 2: June 21, 2002 – June 20, 2003, 3: June 21, 2003 – June 20, 2004, 4: June 21, 2004 – June 20, 2005, 5: June 21, 2005 – May 31, 2006.
- Source of Energy:** Seller's system.
- Delivery Point:** Any point of interconnect with the CWLP transmission system.
- Capacity Price:** The Capacity Price is \$8,000/MW-month and shall be applied to the Monthly Capacity where;
- Monthly Capacity is the largest demand registered at the Delivery Point integrated over a 60-minute clock-hour interval during the monthly billing period.
- Energy Price:** The Energy Price shall be the sum of the Base Energy Charge and the Fuel Adjustment Charge where;
- Base Energy Charge = \$27.88/MWh.
- Fuel Adjustment Charge = Monthly Cost of Production – Base Production Cost, where;

This document is not intended to create a binding offer or contract for the purchase and/or sale of electric energy or capacity between Seller and Buyer. Moreover, this document does not in any way whatsoever obligate either of the parties to enter into any agreement or to proceed with any possible relationship or transaction. Either party may terminate discussions and/or negotiations regarding this document at any time. The terms and conditions set forth above are subject to negotiation, completion and incorporation into and the execution by both parties of a definitive agreement.

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. 01-19, adopted by the President and Board of Trustees of said Village on the 10 day of APRIL, 2001, said Ordinance being entitled:

**AN ORDINANCE APPROVING A WHOLESALE POWER AGREEMENT
WITH THE ILLINOIS MUNICIPAL ELECTRIC AGENCY**

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 10 day of APRIL, 2001.



Village Clerk