

ELECTRIC CONTRACT ORDINANCE

5556-47

AN ORDINANCE CONTRACTING WITH ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE FURNISHING OF ALL ELECTRIC ENERGY REQUIRED BY THE CITY OF URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, FOR THE OPERATION OF ITS STREET LIGHTING SYSTEM, LIGHTING OF ITS CITY BUILDINGS AND OTHER MISCELLANEOUS PURPOSES.

WHEREAS, THE CITY OF URBANA, hereinafter designated as 'Municipality,' has a street lighting system, City Buildings, a City Substation, traffic lights, subway pumps and off street parking lots and will require electric energy for operation thereof, and

WHEREAS, ILLINOIS POWER COMPANY, hereinafter designated as 'Utility,' has submitted a proposal for supplying the electric energy; and the acceptance of such proposal is deemed in the public interest and to the advantage of the Municipality.

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL of the CITY of URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS:

1. That Utility hereby agrees to furnish to Municipality and Municipality agrees to accept from Utility electric energy in the form of alternating current of frequency of approximately sixty cycles and a potential of approximately 4000-120/240 volts all requirements of Municipality for the operation of its street lighting system, lighting of its city buildings and other miscellaneous purposes.

2. That Municipality further agrees it will not use the electric energy herein contracted for under any condition or for any other purpose than provided herein, and that it will not resell any of this energy for any purpose whatsoever without the writt consent of Utility.

3. That from and after the beginning of the delivery of electric energy hereunder and during the term of this Contract, Utility agrees to furnish to Municipality

and Municipality agrees to pay to Utility, all in accordance with Utility's Electric Price Schedule III C. C. No. 5, Sheet No. 49, as now filed with the Illinois Commerce Commission or as reissued and made effective from time to time as provided by law, and that all electric energy purchased for street lighting purposes shall be subject to the provisions of Paragraph No. 6 of Franchise Ordinance passed and approved by the City Council of the Municipality Dec. 3, 1945.

4. That Municipality shall be indebted to Utility only in the amount or amounts represented by monthly charges for electric energy actually furnished hereunder and is under no obligation to receive or accept any minimum of service under this Contract.

5. That Utility agrees to extend its lines to the premises of Municipality and to furnish and install all equipment necessary for the purpose of delivery and controlling the energy taken by Municipality up to the point of delivery, which point of delivery shall be where Utility's service wires connect with Municipality's outlet or service wires. The point of metering shall be at the location of the Utility's owned and installed meter.

The points of delivery and metering shall be as shown on Exhibit "A" attached hereto and made a part hereof.

6. That Utility will endeavor to maintain adequate and continuous supply of electric energy, but does not guarantee that the supply will, at all times, be constant; and it is agreed that temporary cessation of Utility's supply of electric energy hereunder, occasioned by acts of God, fire, explosion, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery, 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 the Utility and Utility shall not be liable to Municipality or any person or corporation whomsoever for any damages resulting from such temporary cessation of such supply.

7. That the poles, conductors, conduits and equipment placed by Utility in the streets, avenues, alleys and public places in Municipality shall be exempt from any special tax, assessment, license or rental fee during the term of this Contract Ordinance.

8. That this Contract Ordinance shall be in full force and effect for a term of Ten (10) years, said term to commence when Utility accepts this Contract Ordinance in writing, which said acceptance shall be filed within sixty (60) days after the passage and approval of this Contract Ordinance, and this Contract Ordinance when so accepted by Utility shall become a contract between Municipality and Utility and shall continue in full force and effect during the term aforesaid.

9. That Utility shall not be liable for any loss or damage to property or injury or death of person 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 equipment located on Municipality's side of the point of delivery heretofore mentioned or from electric energy present therein or escaping there-

from, nor shall Utility be liable for loss by reason of fire on premises of Municipality from any cause and Municipality shall indemnify and save Utility harmless from all such loss, damage, injuries or deaths.

10. That a certain Ordinance entitled AN ORDINANCE CONTRACTING WITH ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE FURNISHING OF ALL ELECTRIC ENERGY REQUIRED BY THE CITY OF URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, FOR THE OPERATION OF ITS STREET LIGHTING SYSTEM, LIGHTING OF ITS CITY BUILDING AND FOR OTHER MISCELLANEOUS PURPOSES, passed by the City Council of the City of Urbana, Illinois, on the 3rd day of December, A. D. 1945, and approved by the Mayor on the 4th day of December, A. D. 1945, be and the same is hereby repealed and of no further force and effect.

11. That all provisions of this Contract shall inure to the successors and assigns of Utility.

PASSED by the CITY COUNCIL of said CITY of URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, this 20th day of February, A. D. 1956.

APPROVED by the MAYOR of said CITY of URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, this 23rd day of February, A. D. 1956.

(SEAL)

ATTEST: Bess M. Holmes
City Clerk
(Title)

Glen E. Chapman
Mayor
(Title)

ACCEPTANCE OF ELECTRIC CONTRACT ORDINANCE

To the Mayor and City Council of the City of Urbana, Champaign County, Illinois

The Illinois Power Company, for itself, its successors and assigns, hereby accepts in writing, the Ordinance and all rights and privileges therein granted, passed by the City Council of the City of Urbana, Illinois on the 20th day of February, 1956, and approved by the Mayor of the City of Urbana on the 23rd day of February, 1956 designated as Ordinance No. -, and entitled: "AN ORDINANCE CONTRACTING WITH ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE FURNISHING OF ALL ELECTRIC ENERGY REQUIRED BY THE CITY OF URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, FOR THE OPERATION OF ITS STREET LIGHTING SYSTEM, LIGHTING OF ITS CITY BUILDINGS AND OTHER MISCELLANEOUS PURPOSES".

This acceptance is executed and filed as provided in Section 8 of said Ordinance, and said Company hereby agrees to all the terms and conditions of said Ordinance.

Dated at Monticello, State of Illinois, this 28th day of February, 1956.

ILLINOIS POWER COMPANY

Attest:

K. F. Bader
Secretary

By H. G. Meenen
Vice President

STATE OF ILLINOIS)
 COUNTY OF CHAMPAIGN) SS.
 CITY OF URBANA)

I, Bess M. Holmes, Clerk of the City of Urbana, State of Illinois, do hereby certify that the foregoing is a true and correct copy of acceptance of Ordinance No. -, of the City of Urbana as therein described, the original of which acceptance was filed in the office of the Clerk of said City of Urbana on the 5th day of March, 1956, and is now recorded among the original records thereof and that I am keeper of the same.

Witness my hand and the official seal of said City of Urbana this 5th day of March, 1956.

(SEAL)

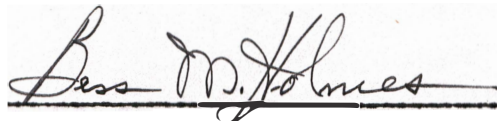
Bess M. Holmes
 City Clerk

STATE OF ILLINOIS)
 COUNTY OF CHAMPAIGN) SS.

I, BESS M. HOLMES, Clerk of the CITY of URBANA, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, do hereby certify that the foregoing is a true, correct and complete copy of an ELECTRIC CONTRACT ORDINANCE duly passed by the City Council of said City on the 20th day of February A. D. 1956, the original of which said Ordinance is on file in my office

I do hereby certify that I am the legal custodian of all papers, contracts, documents and records of said City; that said Ordinance has been on file or published for the inspection of the public, to the extent required by law and that said Ordinance has not been rescinded as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 23rd day of February A. D. 1956.


 CITY CLERK