

ORDINANCE NUMBER 126

AN ORDINANCE AUTHORIZING THE TOWN OF BUFFALO, SCOTT COUNTY, IOWA, TO CONTRACT WITH IOWA-ILLINOIS GAS AND ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR THE PURCHASE BY SAID TOWN OF ELECTRIC ENERGY FOR LIGHTING THE PUBLIC STREETS IN SAID TOWN AND FOR SUPPLYING ELECTRIC LIGHT AND POWER TO THE CITIZENS OF SAID TOWN AND PROVIDING FOR THE DELIVERY AND METERING OF SAID ELECTRIC ENERGY AND FOR THE CHARGES TO BE PAID THEREFOR BY THE TOWN OF BUFFALO AND FOR THE CANCELLATION OF SAID CONTRACT.

Be it Ordained by the Town Council of the Town of Buffalo, Iowa:

Section 1. The Town of Buffalo in Scott County in the State of Iowa (hereinafter called the "Town") hereby agrees to purchase from Iowa-Illinois Gas and Electric Company, an Illinois corporation authorized to do business in the State of Iowa, with its principal office at Davenport, Iowa (hereinafter called the "Company"), its successors and assigns, and the Company, by its acceptance hereof, agrees to furnish the Town, for the period hereinafter designated, electric energy for the purpose of lighting the public streets in the town of Buffalo, Scott County, Iowa, and supplying electric light and power to the citizens of said town. The said electric energy shall be delivered to Town at the service point on Washington Street, north of Front Street, within the corporate limit of Town, or such other location or locations as may be mutually agreed upon. Such electric energy shall be at a nominal voltage of 13,200 volts, three-phase, three-wire, 60-cycle, alternating current.

Section 2. Town shall pay Company each month during the term of this agreement for all electric energy furnished hereunder in accordance with Company's Rate No. 341, Primary Electric Service,

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Contract Riders and the Terms and Conditions applicable thereto, which rate, riders and terms and conditions are attached hereto as Exhibit A and by this reference made a part hereof. It is understood that said Rate may be changed or modified as mutually agreed during the time this Ordinance is in effect.

Section 3. The paragraph entitled, "Term of Contract" of said Rate No. 341 notwithstanding, this Ordinance shall continue in effect for a period of 25 years from and after the effective date of this Ordinance but shall be subject to cancellation by either the Town or the Company at the expiration of four years from its effective date or at the end of any year after the first four years by either party giving to the other party in writing sixty days' notice. The Town shall save the Company harmless against all claims for damages or for injuries to persons and property for which the Town may become liable by reason of negligent construction, maintenance and operation of the Town's property.

Section 4. This Ordinance and the benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the Company and of the Town for the full term hereof.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This Ordinance and the right and privileges herein granted shall not become effective or binding until this Ordinance shall have been submitted to and approved by a majority of the electors of Town voting at the next general or municipal

election or at a special election called for that purpose. The cost and expense of the election relating to this Ordinance shall be paid by the Company.

Section 7. The Company shall within thirty days after the approval of this Ordinance by a vote of the people at the next general or municipal election or at a special election called for that purpose, file in the office of the clerk of the Town its acceptance in writing of all the terms and provisions of this Ordinance, and thereupon this Ordinance shall constitute a contract between the Town and the Company.

Section 8. This Ordinance shall become effective upon passage by the Town Council, the approval of the voters as provided in Section 6 hereof and acceptance by the Company as provided in Section 7 hereof.

Passed and Approved this 11th day of March, 1963.

Jens. H. Madsen
Mayor

Lewis M. Adams, Jr.
Town Clerk

(Town Seal)

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IOWA-ILLINOIS GAS AND ELECTRIC COMPANY

Applies in All Areas Served

RATE NO. 341 PRIMARY ELECTRIC SERVICE

This rate is available for service supplied through a single meter to any industrial customer having a billing demand of not less than 200 kilowatts, where service is taken at the Company's established primary voltage at locations that are not within the service areas supplied from a 208-volt, 3-phase, 4-wire secondary network. Primary electric service will also be furnished hereunder to other customers receiving such service under contracts in effect on the effective date hereof until such contracts are terminated in accordance with their terms.

RATE: (Net)

Demand Charge:

\$2.00 per month per kilowatt for the first 300 kilowatts of billing demand

\$1.60 per month per kilowatt for the excess of 300 kilowatts of billing demand

Energy Charge: (Subject to fuel cost adjustment)

For the first 300 hours' use per month of the maximum kilowatt demand applicable:

- 1.0 cent per kilowatt-hour for the first 30,000 kilowatt-hours
- .9 cent per kilowatt-hour for the next 70,000 kilowatt-hours
- .77 cent per kilowatt-hour for all in excess of 100,000 kilowatt-hours.

For the excess over 300 hours' use per month of the maximum demand applicable:

.68 cent per kilowatt-hour.

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shall be the basis of billing the charges hereunder.

MAXIMUM DEMAND:

The maximum kilowatt demand in any month shall be the highest thirty-minute kilowatt demand established during the month.

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BILLING DEMAND:

The billing demand for any month shall be the maximum kilowatt demand which has been measured during the daytime periods between 7:00 A.M. and 9:00 P.M. on week days (Monday through Saturday) during the month, but shall not be less than fifty per cent of the highest demand measured at any time during the month and shall not be less than seventy-five per cent of the customer's maximum demand applicable for billing in any month during the preceding eleven-month period.

SERVICE FACILITIES:

The Company will furnish, as a normal installation, facilities adequate to supply service at a single point of delivery to a normal load equal to the maximum thirty-minute demand of the customer at power factor of not less than

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Issued January 2, 1959

Effective February 1, 1959

Issued by E. T. Williamson, Vice President

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Canceling Original Sheet No. 15C

85 per cent lagging. Each normal installation shall include facilities for furnishing service at one standard voltage.

Where any of the customer's utilization equipment has characteristics which will cause interference with the service to other customers or the operation of the customer's utilization equipment results in a low power factor, the customer shall at the request of the Company provide suitable facilities to eliminate such interference or improve such power factor or both as the case may be. Otherwise, the Company shall have the right to provide at the expense of the customer the facilities necessary to improve the customer's power factor to not less than 85 per cent lagging or eliminate interference to the service of others as the case may be.

Where, for any reason, facilities in excess of a normal installation are provided by the Company such facilities shall be installed, maintained, and operated in accordance with the provisions of the Company's Excess Facilities Rider.

CONTRACT FOR SERVICE:

Customers shall enter into a written contract executed both by the customer and the Company incorporating therein this rate and the terms and conditions applicable hereto prior to the commencement of service.

TERM OF CONTRACT:

Written contracts executed by the customer and the Company as provided in the paragraph entitled "CONTRACT FOR SERVICE" shall

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the customer, shall be suitable for the purposes hereof, and shall be installed and maintained by the customer at all times in conformity with the requirements of the National Board of Fire Underwriters, the properly constituted local authorities, and such reasonable rules and regulations as may be from time to time promulgated by the Company.

MUNICIPAL PERMITS AND INSPECTION FEES:

The customer agrees to secure, without cost to the Company all necessary municipal permits for the installation and operation of the electrical wiring and equipment on the premises.

LANDLORD'S CONSENT:

In case the customer is not the owner of the premise or of intervening property between the premises and the Company's lines, the customer agrees to obtain from the proper owners, or owner, the necessary consent to the installation and maintenance on said premises and on such intervening property of all wiring, and other electrical equipment required for supplying electricity to the customer.

CONTINUOUS SERVICE:

The Company shall not be responsible in damages for any failure to supply electricity, or for interruption or reversal of the supply, if such failure, interruption or reversal is without will ful default or negligence on its part.

ACCESS TO PREMISES:

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose

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otherwise expressly provided, shall be and remain the property of the Company, and the customer shall exercise reasonable care to protect such property from loss or damage. If requested, for the convenience of the customer, the Company will move any such facilities to another acceptable location on the premises, at the customer's expense.

EXCLUSIVE ELECTRIC SERVICE:

Except in cases where the customer has a contract with the Company for Auxiliary or Reserve Service, no other electric light or power service shall be used by the customer on the same installation in conjunction with the Company's service, either by means of a "throw-over" switch or any other connection.

DEPOSIT:

The Company shall have the right at any time to require the customer to make a reasonable deposit in advance to secure the prompt payment of bills.

MONTHLY BILLS:

Bills shall be rendered monthly for service hereunder unless otherwise specified. The term "month" for billing purposes hereunder shall mean the period between any two consecutive regular readings by the Company of the meters at the premises, such readings to be taken as nearly as may be practicable every thirty days.

ALLOWANCE FOR LATE NET PAYMENT:

On one monthly bill in each half-calendar year but not oftener the Company will accept the net amount of such bill as full.

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ASSIGNMENT:

The benefits and obligations of the contract for service shall inure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties hereto, respectively, for the full terms thereof; provided, that no assignment shall be made by the customer without first obtaining the Company's written consent.

AGENTS CANNOT MODIFY AGREEMENT:

No agent has the authority to amend, modify or alter the contract for service or waive any of its conditions or to bind the Company by making any promises or representations not contained herein.

FIRE OR OTHER CASUALTY -- CUSTOMER'S PREMISES:

In case a fire or other casualty shall occur on the premise, rendering them unfit for the purposes of the customer's **business**, the customer's contract shall thereupon be suspended until such time as the premises shall have been reconstructed and reoccupied by the customer for the purposes of his business.

Issued January 15, 1954

Effective January 15, 1954

Issued by E. T. Williamson, Vice President

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payment for such month after expiration of the net payment period.

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Issued January 15, 1954

Effective January 15, 1954

Issued by E. T. Williamson, Vice President

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Original Sheet No. 25B

TERMS AND CONDITIONS (Continued)

PAYMENT BY MAIL:

When net payments are remitted by mail after the net payment period has expired, as determined from the date of the postmark, the payment will be credited to the customer's account, then except as provided under "Allowance for Late Net Payment," above, the amount omitted from the gross payment due will be added to the customer's next bill.

OBJECTION TO BILL FILED WITHIN NET PAYMENT PERIOD:

Where written objection to any bill is filed by the customer within the net payment period, and the time required for investigation of such objection extends beyond the net payment period, the Company will accept net payment in full of such bill if payment is made within five days after the customer has been notified of the results of such investigation.

RESALE:

The Company will not furnish electricity for resale except under contract with a customer who lawfully qualifies as a public utility or is a Rural Electric Cooperative or is a municipality.

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