

ORDINANCE NO. 11.

no 11

AN ORDINANCE
AUTHORIZING
THE EXECUTION OF
AN AGREEMENT WITH THE
CENTRAL ILLINOIS
PUBLIC SERVICE COMPANY
ITS SUCCESSORS AND ASSIGNS
FOR STREET LIGHTING SERVICE
IN THE VILLAGE OF GIFFORD
COUNTY OF CHAMPAIGN
AND STATE OF ILLINOIS

PASSED December 16th, 1954,

EXPIRES December 16th, 1964

ORDINANCE NO.11.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CENTRAL ILLINOIS PUBLIC SERVICE COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR STREET LIGHTING SERVICE:

Section I. Be it ordained by the President and Board of Trustees of the Village of Gifford, County of Champaign and State of Illinois, that the following agreement for street lighting service be entered into for and on behalf of said municipality:

AGREEMENT

THIS AGREEMENT, Made and entered into in duplicate by and between the Village of Gifford, a municipal corporation of the State of Illinois, party of the first part, hereinafter referred to as "Municipality", and CENTRAL ILLINOIS PUBLIC SERVICE COMPANY, a corporation organized and existing under the laws of the Sate of Illinois, party of the second part, hereinafter referred to as "Company",

WITNESSETH:

The Company agrees to furnish the Municipality, within its corporate limits and in accordance with the terms and conditions hereinafter set forth, street lighting service from 38 electric lamps, for which said service from said number of lamps the Municipality agrees to pay the Company the sum of Six Thousand Five Hundred Fifty (\$6550.00) Dollars payable in 120 equal monthly installments, each installment to be paid on or before the 15th day of the month next succeeding that in which the service was rendered.

All apparatus and equipment to be furnished or maintained by the Company under this agreement shall be kept in good order by the Company, and if from any cause any lamp shall in any month be shown by the records of the Clerk of the Municipality to have failed to burn during any portion of any period in which the same should be kept burning under this agreement, a deduction from the contract price hereinabove specified, at the proportional rate per lamp per hour for the time during which such lamp shall fail to burn, shall be made in the payment next thereafter made to Company by Municipality; provided that Municipality shall give Company prompt notice of such failure; and provided further that no deduction from the contract price shall be made to the extent such failure is due to Municipality's delay in maintaining Municipality's system.

All apparatus and equipment furnished by the Company under this agreement shall be and remain the property of the Company.

The 38 electric lamps hereinabove in this agreement shall be of the following respective lumen ratings, and burning periods:

Class A: 24 lamps of 1000 lumens burning from dusk until dawn every night.

Class B: 14 lamps of 2500 lumens burning from dusk until dawn every night.

Subject to the express condition that if at any time the Municipality shall request an extension of the Company's lines in excess of four hundred (400) feet for the installation of any one lamp, the Municipality shall pay the Company the cost of constructing that part of such extension in excess of four hundred (400) feet, the Company agrees, upon request by the Municipality expressed through proper ordinance or resolution, to furnish, install and maintain throughout the then remaining portion of the period of this contract, in like manner as hereinabove provided, as many additional lamps of any one or more of the classes hereinabove specified as may be so requested, at the following prices per year, to be paid in twelve equal monthly installments, each on or before the 15th day of the month next succeeding that in which service is rendered:

Class A: \$ 30.00

Class B: \$ 35.00

The Company agrees upon request by the Municipality expressed through proper ordinance or resolution, to furnish, install and maintain, throughout the then remaining portion of the period of this agreement as many 2500 lumen lamps to replace the presently installed 1000 lumen rated lamps as may be so requested at Five (\$5.00) Dollars additional per lamp per year, to be paid in twelve equal monthly installments each on or before the 15th day of the month next succeeding that in which service is rendered.

At the termination of this agreement the Company shall have the right to remove the property, or any part thereof, furnished and/or installed by it under this agreement, and such right shall continue until the expiration of ninety (90) days next following written notice to the Company from the Municipality to so remove said property.

The term of this agreement shall commence on the day on which the rate hereinabove specified shall be approved by the Illinois Commerce Commission and shall continue thereafter for a period of ten years from and after the date on which the ordinance authorizing this agreement shall take effect. Application for such approval shall be made by the Company immediately following the execution of this agreement and said rates when so approved shall thereafter be and remain subject to the jurisdiction of said Commission.

This agreement shall inure to and be binding upon all successors and assigns of the Company.

IN WITNESS WHEREOF, the said Central Illinois Public Service Company has caused this instrument to be executed in its corporate name by its President or a Vice President and attested by its Secretary or an Assistant Secretary and its corporate seal to be affixed; and the said _____ of _____ has caused this instrument to be executed in its corporate name by its _____ and attested by its Clerk and its corporate seal to be affixed this _____ day of _____, 19 _____.

Section 2. The respective officers in said agreement named are hereby authorized and directed to execute and deliver said agreement for and on behalf of said _____ of _____

Section 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect from and after its passage, approval and, if necessary, its recordation.

Passed December 16th 1954.

Approved December 16th 1954.

Recorded December 16th 1954.

Attest:

Medred Roseman
Village Clerk

Village of Gifford

Klass W. Saathoff

President

CERTIFICATE

STATE OF ILLINOIS :
 : SS
COUNTY OF Champaign :

7011

I, **Mildred Roseman**, the duly qualified and acting Village Clerk of the Village of Gifford, in said County of Champaign, and the official custodian of the records of said Village, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. //, entitled "An Ordinance authorizing the execution of an agreement with the Central Illinois Public Service Company, its successors and assigns, for street lighting service", filed with the Village Clerk of the Village of Gifford for public inspection on the *9th* day of *December*, A. D. *1954*, and passed in the form in which it had remained on file for at least one week for public inspection at a meeting of the President and Board of Trustees of said Village of Gifford, held on the *16th* day of *December*, A. D. *1954*, approved and signed on the *16th* day of *December*, A. D. *1954*, and recorded on the *16th* day of *December*, A. D. *1954*, as said Ordinance appears from the records in my office.

Given under my hand and the corporate seal of said Village of *Gifford* this *16th* day of *December*, A. D. *1954*.

Mildred Roseman
Clerk

AN AGREEMENT
WITH THE
CENTRAL ILLINOIS
PUBLIC SERVICE COMPANY

ITS SUCCESSORS AND ASSIGNS
FOR STREET LIGHTING SERVICE
IN THE VILLAGE OF GIFFORD
COUNTY OF CHAMPAIGN
AND STATE OF ILLINOIS

ordinance or resolution, to furnish, instal. and maintain, through-
out the then remaining portion of the period of this contract, in
like manner as hereinabove provided, as many additional lamps of
any one or more of the classes hereinabove specified as may be so
requested, at the following prices per year, to be paid in twelve
equal monthly installments, each on or before the 15th day of the
month next succeeding that in which service is rendered:

Class A: \$30.00

Class B: \$35.00

The Company agrees upon request by the Municipality expressed through
proper ordinance or resolution, to furnish, install and maintain,
throughout the then remaining portion of the period of this agreement
as many 2500 lumen lamps to replace the presently installed 1000 lu-
men rated lamps as may be so requested at Five (\$5.00) Dollars addi-
tional per lamp per year, to be paid in twelve equal monthly install-
ments each on or before the 15th day of the month next succeeding
that in which service is rendered.

At the termination of this agreement the Company shall have the right
to remove the property, or any part thereof, furnished and/or in-
stalled by it under this agreement, and such right shall continue
until the expiration of ninety (90) days next following written
notice to the Company from the Municipality to so remove said
property.

The term of this agreement shall commence on the day on which the rate
hereinabove specified shall be approved by the Illinois Commerce
Commission and shall continue thereafter for a period of ten years
from and after the date on which the ordinance authorizing this
agreement shall take effect. Application for such approval shall
be made by the Company immediately following the execution of this
agreement and said rates when so approved shall thereafter be and
remain subject to the jurisdiction of said Commission.

This agreement shall inure to and be binding upon all successors and
assigns of the Company.

IN WITNESS WHEREOF, the said Central Illinois Public Service Company
has caused this instrument to be executed in its corporate name by
its President or a Vice President and attested by its Secretary or an
Assistant Secretary and its corporate seal to be affixed; and the said
Village of Gifford has caused this instrument to be
executed in its corporate name by its President and attested by its
Village Clerk and its corporate seal to be affixed this 16th
day of December, 19 54.

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

(Corporate Seal)

ATTEST:

OH White
Assistant Secretary

By

J. J. J. J.
Vice President

(Corporate Seal)

ATTEST:

Mildred Roseman
Village Clerk

By

Village of Gifford

Klass W. Saathoff
President