

ORDINANCE NO. 84

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 April 6 19 66

ORDINANCE NO. 84

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

SECTION 1. 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 State 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 50 electric lamps, for which said service from said number of lamps the Municipality agrees to pay the Company the sum of Fourteen Thousand One Hundred Twenty One & 60/100 (\$14,121.60) Dollars payable during the period of this agreement in 120 monthly installments of One Hundred Seventeen and 68/100 Dollars (\$ 117.68) each, 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 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.

A-2201 8-56

A-2202 8-56

The 50 electric lamps hereinbefore mentioned shall be of the following respective lumen ratings, and burning periods:

- Class A: 36 lamps of 2500 Lumens burning from dusk until dawn every night.
- Class B: 14 M.V. lamps of 7000 Lumens burning from dusk until dawn every night. on wood distribution poles
- Class C: lamps of Lumens burning from dusk until dawn every night.
- Class D: lamps of 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: on distribution poles; \$47.00 on wood standard

Class A: \$ 35.00 Class B: \$ 40.00/ Class C: \$ Class D: \$

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.

Company will file with the Illinois Commerce Commission immediately following the execution of this agreement a schedule of the rates and charges required to be paid hereunder, and upon the expiration of thirty days from such filing of the same, unless prior thereto such schedule shall be suspended by said Commission, this agreement shall become effective and shall operate to cancel and annul that certain agreement heretofore entered into by and between the parties hereto under date of November 2, 1961 except as to amounts, if any, then owing by either of said parties to the other. The first of said 120 monthly installments herein provided for shall be made for service rendered during such part of the month beginning on the day on which this agreement becomes effective. If the first of said 120 monthly installments is for a period less than one month, an adjustment on the basis of the proportionate part only of the calendar month in said first service period shall be made and a like adjustment shall be made in said sum of \$ 14,121.60 to reflect the adjustment made in said first monthly installment. Said schedule of rates and charges, if not suspended during said thirty-day period, shall thereafter be and remain subject to the jurisdiction of said Commission. If said schedule of rates and charges shall be suspended by the Illinois Commerce Commission within said thirty-day period, this agreement shall be of no force and effect.

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 _____ 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 VILLAGE of GIFFORD.

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 April 6 1966

Approved April 6 1966

Recorded April 6 1966

ATTEST: Freida Bick
VILLAGE CLERK

VILLAGE OF GIFFORD
Ray J. Barnes
PRESIDENT

CERTIFICATE

STATE OF ILLINOIS
County of CHAMPAIGN

} ss.

I, **Freda Behr**, 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. **84**, entitled "An Ordinance authorizing the execution of an agreement with the Central Illinois Public Service Company, its successors and assigns, for street lighting service", passed at a meeting of the **BOARD OF TRUSTEES** of said **VILLAGE** of **GIFFORD**, held on the **6th** day of **April**, A. D. 19 **66**, approved and signed on the **6th** day of **April**, A. D. 19 **66**, and recorded on the **6th** day of **April**, A. D. 19 **66**, as said Ordinance appears from the records in my office.

Given under my hand and the corporate seal of said **VILLAGE** of **GIFFORD** this **6th** day of **April**, A. D. 19 **66**.

Freda Behr

VILLAGE Clerk

A-2204 A

A-2205

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

Rate Schedule Filed With Illinois
Commerce Commission May 10, 1966

AGREEMENT

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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 State of Illinois, party of the second part,
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A-2207 12-55

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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.

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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 6th day of April, 1966.

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

(Corporate Seal)

ATTEST:

CC [Signature]
Assistant Secretary

By [Signature]
Vice President

(Corporate Seal)

ATTEST:

[Signature]
VILLAGE Clerk

VILLAGE OF GIFFORD
By [Signature]
PRESIDENT

RESOLUTION

WHEREAS, the Village of Gifford has heretofore entered into an option to purchase certain land owned by Louise Brownfield and Duane Brownfield, described as:

The North One Hundred feet (N 100^{ft}) of the East
Twenty-five feet (E 25^{ft}) of Lot 1 of Block 1 in
the Original Town of Gifford, situated in Gifford,
Champaign County, Illinois, and,

WHEREAS, the Village of Gifford desires to exercise said option.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES, as follows:

1. That the President of the Board of Trustees be directed to exercise said option on behalf of the Village of Gifford, by giving written notice thereof by certified mail addressed to Louise Brownfield and Duane Brownfield.

2. That a policy of title insurance, insuring the title to said tract in the sum of Ten Thousand Dollars (\$10,000.00), be purchased at the cost of the Village of Gifford, and that upon obtaining a preliminary opinion of title from said title insurance company showing merchantable title in the Grantors subject to the usual and standard fine print exceptions, and upon Grantors executing and delivering a valid warranty deed to the Village of Gifford, Illinois, the Treasurer is hereby directed to pay to said Grantors the sum of Two Hundred and Fifty Dollars (\$250.00).

3. That the President of the Board of Trustees is hereby directed to perform all acts such as are required to accomplish these presents.

Passed and Approved by the President and Board of Trustees this 5th day of May, 1966.

ATTEST:

Freda Behr
Freda Behr, Village of Gifford Clerk

Roy S. Barnes
Roy S. Barnes, President