

ORDINANCE NO. 139

A-2200

**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* 1978

ORDINANCE NO.

139

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 68 electric lamps and no traffic signals, for which said service from said number of lamps and traffic signals the Municipality agrees to pay the Company the sum of Seven Thousand Five Hundred Twenty Four and 00/100 Dollars (\$7,524.00) Dollars payable during the period of this agreement in 36 monthly installments of Two Hundred Nine and 00/100 Dollars (\$ 209.00 ) 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.

Of the electric lamps hereinbefore mentioned, 68 shall burn from dusk until dawn every night, and shall be of the following respective ratings:

Class A: 59 lamps of 175 Watts Mercury Vapor on Distribution Poles.  
Class B: 9 lamps of 175 Watts Mercury Vapor on Special Wood Poles.  
Class C: lamps of  
Class D: lamps of

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: \$ 45.00 per year on distribution poles  
Class B: \$ 79.00 per year on new wood poles until 6/1/79  
After 6/1/79, price available on request\*  
Class C: \$  
Class D: \$

\*Prices quoted after 6/1/79 will be consistent with current "Street Lighting Base Prices" at the time of the request. All such quotations will be furnished in writing and shall be attached to, and become a part of, this Agreement.

Of the total number of electric lamps hereinbefore on Page 1 of this agreement mentioned, 0 shall be installed on ornamental posts furnished by the Company and located adjacent to, and on the property side of, the curbs or gutters at the sides of streets. The lamps so installed shall be enclosed in suitable glassware, shall burn from dusk until dawn every night, and shall be of the following ratings:

Class E: 0 lamps of  
Class F: lamps of  
Class G: lamps of

The traffic signal system for which electric energy only is to be furnished hereunder shall be owned, installed and maintained, including replacement of all lamps and glassware, by the Municipality, shall total zero watts and shall consist of the following:

Company further agrees that upon request by Municipality expressed through proper ordinance or resolution, Company will furnish electric energy only for as much additional traffic signal connected load, at the rate of nine dollars (\$9) per one hundred watts of connected load per year, as may be so requested, payment therefor to be made in twelve equal monthly installments, each installment to be paid on or before the 15th day of the month next succeeding that in which such 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.

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 February 1, 1968 except as to amounts, if any, then owing by either of said parties to the other. The first of said 36 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 36 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 \$7,524.00 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 6<sup>th</sup> day of April, 19 78.

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 19 78

Approved April 6 19 78

Recorded April 6 19 78

Soren R. Walston  
PRESIDENT

ATTEST: Jack E. Gause  
VILLAGE Clerk

A-2204 T

CERTIFICATE

STATE OF ILLINOIS

County of CHAMPAIGN

} ss.

I,

*Jack E Bouse*

, 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. 139, entitled "An Ordinance authorizing the execu-

tion 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 6<sup>th</sup> day of April

A. D. 1978, approved and signed on the 6<sup>th</sup> day of April, A. D. 1978,

and recorded on the 6<sup>th</sup> day of April, A. D. 1978,

as said Ordinance appears from the records in my office.

Given under my hand and the corporate seal of said VILLAGE of

GIFFORD this 6<sup>th</sup> day of April, A. D. 1978

*Jack E Bouse*  
VILLAGE Clerk

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A-2205

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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 1, 1978

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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".

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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.

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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 <sup>6<sup>th</sup></sup> 19 78. day of April

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

(Corporate Seal)

By C. J. Ware <sup>WRB</sup>  
Vice President

ATTEST:

K. J. Jensen  
Assistant Secretary

VILLAGE OF GIFFORD

(Corporate Seal)

By Loren R. Walton  
PRESIDENT

ATTEST:

Jack E. Gouse  
VILLAGE Clerk

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