

ORDINANCE NO. 171

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 *3 September 1981*

A-2200

ORDINANCE NO. 171

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

PRESIDENT AND
BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GIFFORD ILLINOIS:

SECTION 1: The PRESIDENT and VILLAGE CLERK of the VILLAGE of GIFFORD are hereby authorized and directed to execute and deliver for and on behalf of the VILLAGE of GIFFORD the Street and Traffic Lighting Service Agreement between the VILLAGE of GIFFORD and Central Illinois Public Service Company, a copy of which is attached hereto marked Exhibit "A" and made a part hereof.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect from and after its passage, approval and, if necessary, its recordation.

PRESENTED 3^d September 1981
PASSED 3 September 1981
APPROVED 3 September 1981
RECORDED _____

Loren R. Webster
TITLE - PRESIDENT

(SEAL)

ATTEST: Walter E. Osborn
VILLAGE CLERK

A-ZZ01 4-80

AGREEMENT

THIS AGREEMENT, made and entered into in duplicate by and between the VILLAGE GIFFORD, Illinois, organized under the laws of the State of Illinois, party of the first part, hereinafter referred to as "Customer", 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 Customer with street lighting service, and electric energy for traffic signals, as hereinafter set forth, for a period of ten years, commencing July 1, 1981, and ending June 30, 1991, and for successive one year periods thereafter until this agreement is terminated by thirty (30) days written notice given by one party to the other.

Service will be furnished to/from street lights and traffic signals as listed on the supplement sheet attached hereto, and a part hereof, this agreement. Said (original) supplement sheet may be modified from time to time by; (a) revised supplement sheets which have been approved and executed by the Customer and the Company, and/or (b) resolutions duly passed and approved or by other action as may be required by the Customer. Revised supplement sheets, as described above, shall be attached to, and become a part of, this agreement.

The Customer agrees to receive and pay the Company for said service in accordance with the Company's valid applicable rates, terms and conditions as from time to time in effect, such rates, terms and conditions being, respectively, at the present time Rate 11, Sheets 15.2, 15.3 and 15.4 and Terms and Conditions, Sheet 18, all set forth in Company's Electric Service Schedule III. C. C. No. 9B, Section One. Neither the execution by the Customer of this agreement nor anything contained herein shall limit or abridge any right or remedy the Company has or would have, if this agreement had not been accepted, to change, modify or supersede any of the rates, terms and conditions which now are or hereafter may be applicable to any service to be rendered by the Company's rates, terms and conditions, as from time to time approved or permitted to become effective by the Illinois Commerce Commission to the service to be rendered Customer hereunder, shall in no wise be affected by the existence of this agreement.

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 Customer 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 Customer provided that Customer 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 Customer delay in maintaining its system.

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

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.

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 June 1, 1978 except as to amounts, if any, then owing by either of said parties to the other. The first monthly installment 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 monthly installment is for a period less than one month, an adjustment shall be made on the basis of the proportionate part only of the calendar month in said first service period.

This agreement shall inure to and be binding upon the successors and assigns of the respective parties hereto. No modification hereof shall be binding unless in writing duly accepted by the Customer and approved by the President or a Vice President 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 VILLAGE OF GIFFORD Illinois, has, by Ordinance duly passed and approved or by other action as may be required, caused this instrument to be executed in its name by its PRESIDENT and attested by its VILLAGE CLERK and its seal affixed this 3rd day of September, 1981.

A-2823

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

By [Signature]
Vice President

(Corporate Seal)

ATTEST:

[Signature]
Assistant Secretary

VILLAGE OF GIFFORD

Customer

(Corporate Seal)

ATTEST:

[Signature]

By [Signature]

Title: VILLAGE CLERK

Title: PRESIDENT

CERTIFICATE

STATE OF ILLINOIS

County of CHAMPAIGN

} ss.

I,

Martin E Osborn

, 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.

171

, 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

3

day of

September

A. D. 19*81*, approved and signed on the

3

day of

September

, A. D. 19*81*,

and recorded on the

day of

, A. D. 19

as said Ordinance appears from the records in my office.

Given under my hand and the corporate seal of said

VILLAGE

of

GIFFORD

this

3

day of

September

, A. D. 19*81*

Martin E Osborn

VILLAGE Clerk

A-2204 A

STREET AND TRAFFIC LIGHTING SERVICE SUPPLEMENT

Customer: VILLAGE OF GIFFORD

Location: GIFFORD, CHAMPAIGN COUNTY, ILLINOIS

This Supplement Sheet
authorized under Agreement
dated: Sept. 3, 1981

Original Supplement Sheet

page 1 of 1.

Revised Sheet

page _____ of _____.

Effective: _____

Canceling _____ Revised Sheet

Effective: _____

OWNER	RATE 11 - STREET AND TRAFFIC LIGHTING SERVICE					
	NO. OF LAMPS	LAMP SIZE	LAMP TYPE	LUMINAIRE STYLE	BASE RATE	MONTHLY BILLING
Company	69	175 Watt 175 Watt 400 Watt 250 Watt 400 Watt	Mercury Vapor Mercury Vapor Mercury Vapor Sodium Vapor Sodium Vapor	Standard/Open Bottom Ornamental Pedestal Standard/Enclosed Standard Standard	\$ 4.17	\$ 287.73
Customer			Watts Traffic Signals	and/or Flashers		
ADDITIONAL FACILITIES						
OWNER	NO. OF UNITS	DESCRIPTION			BASE RATE	MONTHLY BILLING
	Company	9	Special Wood Poles			0.583
(Total of above charges)					MONTHLY BILLING	\$ 292.98

(Corporate Seal)

ATTEST:

Christian E. Osborn
VILLAGE CLERK

VILLAGE OF GIFFORD
(Customer)

By *Loren K. Holston*
PRESIDENT

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

(Corporate Seal)

By *C. F. Wan*
Vice President

ATTEST:

W. R. Voisin
Assistant Secretary

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

AGREEMENT

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WITNESSETH:

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Service will be furnished to/from street lights and traffic signals as listed on the supplement sheet attached hereto, and a part hereof, this agreement. Said (original) supplement sheet may be modified from time to time by; (a) revised supplement sheets which have been approved and executed by the Customer and the Company, and/or (b) resolutions duly passed and approved or by other action as may be required by the Customer. Revised supplement sheets, as described above, shall be attached to, and become a part of, this agreement.

The Customer agrees to receive and pay the Company for said service in accordance with the Company's valid applicable rates, terms and conditions as from time to time in effect, such rates, terms and conditions being, respectively, at the present time Rate 11, Sheets 15.2, 15.3 and 15.4 and Terms and Conditions, Sheet 18, all set forth in Company's Electric Service Schedule III. C. C. No. 9B, Section One. Neither the execution by the Customer of this agreement nor anything contained herein shall limit or abridge any right or remedy the Company has or would have, if this agreement had not been accepted, to change, modify or supersede any of the rates, terms and conditions which now are or hereafter may be applicable to any service to be rendered by the Company's rates, terms and conditions, as from time to time approved or permitted to become effective by the Illinois Commerce Commission to the service to be rendered Customer hereunder, shall in no wise be affected by the existence of this agreement.

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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 June 1, 1978 except as to amounts, if any, then owing by either of said parties to the other. The first monthly installment 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 monthly installment is for a period less than one month, an adjustment shall be made on the basis of the proportionate part only of the calendar month in said first service period.

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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 VILLAGE OF GIFFORD Illinois, has, by Ordinance duly passed and approved or by other action as may be required, caused this instrument to be executed in its name by its PRESIDENT and attested by its VILLAGE CLERK and its seal affixed this 3rd day of September, 1981.

A-2823

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

By [Signature]
Vice President

(Corporate Seal)

ATTEST: [Signature]
Assistant Secretary

VILLAGE OF GIFFORD
Customer

(Corporate Seal)

ATTEST: [Signature] By [Signature]

Title: VILLAGE CLERK

Title: PRESIDENT

STREET AND TRAFFIC LIGHTING SERVICE SUPPLEMENT

Customer: VILLAGE OF GIFFORD

Location: GIFFORD, CHAMPAIGN COUNTY, ILLINOIS

This Supplement Sheet
authorized under Agreement
dated: September 3, 1981

Original Supplement Sheet

page 1 of 1.

Revised Sheet

page _____ of _____.

Effective: _____

Canceling _____ Revised Sheet

Effective: _____

RATE 11 - STREET AND TRAFFIC LIGHTING SERVICE						
OWNER	NO. OF LAMPS	LAMP SIZE	LAMP TYPE	LUMINAIRE STYLE	BASE RATE	MONTHLY BILLING
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Customer			Watts Traffic Signals	and/or Flashers		
ADDITIONAL FACILITIES						
	NO. OF UNITS	DESCRIPTION			BASE RATE	MONTHLY BILLING
Company	9	Special Wood Poles			0.583	5.25
(Total of above charges)					MONTHLY BILLING	\$ 292.98

(Corporate Seal)

ATTEST:

Arthur Osborn
VILLAGE CLERK

VILLAGE OF GIFFORD
(Customer)

By *Loren R. Watson*
PRESIDENT

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

(Corporate Seal)

By *C. F. Warr*
Vice President

ATTEST:

[Signature]
Assistant Secretary