

(COMPANY OWNED SYSTEMS)

STREET LIGHTING CONTRACT ORDINANCE

ORDINANCE NO. 155

AN ORDINANCE CONTRACTING WITH ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE FURNISHING OF STREET LIGHTING IN THE Village of South Jacksonville, COUNTY OF Morgan STATE OF ILLINOIS.

WHEREAS, ILLINOIS POWER COMPANY, hereinafter designated as "Utility", has offered to furnish, operate and maintain upon certain streets, alleys, avenues and other public places within the Village of South Jacksonville, hereinafter designated as "Municipality", a street lighting system in accordance with the provisions hereinafter set forth, and the acceptance of said proposal is deemed to be to the best interest of the Municipality and the Public.

NOW, THEREFORE, BE IT ORDAINED BY the President and Board of Trustees of the Village of South Jacksonville COUNTY OF Morgan STATE OF ILLINOIS:

1. That Utility hereby agrees to furnish, operate and maintain a street lighting system for the lighting of streets, avenues and other public places within the Municipality. The street lighting system installed or to be installed by Utility hereunder shall be what is known as a series system. Utility will install, maintain and operate at locations designated by Municipality, additional street lights reasonably required for such street lighting purposes and ordered by Municipality during the term hereof by resolution duly adopted.

The number and size of lamps to be operated shall be as determined by Municipality, subject to the conditions of this Contract Ordinance and to the Grantee's requirements for operating

a series system.

2. That Municipality hereby agrees to purchase from Utility all the lighting service which Municipality shall require and use for street lighting in excess of such service supplied by Grantee pursuant to a certain franchise dated *November 1, 1944*, during the term hereof and to pay to Utility for such lighting service the amounts due for lights installed and operated under Utility's electric price schedule, Ill. C. C. No. **2** Sheet No. **116**, as now on file with or hereafter modified by order of the Illinois Commerce Commission. The initial installation of street lights in the street lighting system owned by the Utility, to be furnished, operated and maintained, pursuant to this Contract Ordinance shall be as follows:

<u>NUMBER</u>	<u>SIZE OF LAMPS</u>	<u>TYPE OF LIGHTS</u>	<u>ANNUAL BURNING SCHEDULE-HOURS</u>
21	100 C.P.	Series overhead	4000 hours.

Terms of Payment:

Bills will be rendered monthly on the basis of the above rate, and Municipality shall pass and allow all such bills for service, which are presented by the Utility not less than 3 days before any regular meeting of the City Council or Board of Trustees, as the case may be, of the Municipality at such meeting, and shall further pay all bills so allowed within 10 days after the date of such allowance. Any bill not paid within 30 days after the date on which it is rendered, shall bear interest at the rate of 6% per annum from the date on which it is rendered.

3. That Municipality shall be indebted to Utility only in the amount or amounts represented by monthly charges for lamp operating service actually furnished hereunder and is under no obligation to receive or accept any minimum of service under this agreement.
4. That Utility agrees to make available to Municipality, during the term hereof, any revised general street lighting price schedule of Utility, that may become effective, and which would be more advantageous to the Municipality.
5. That the Utility owned street lights herein contracted for shall be located at such places within the municipal limits as the Municipality shall direct, and shall be installed on brackets approximately eighteen (18) feet from the ground. Should the Municipality during the term of this Contract Ordinance require the location of any light or lights to be changed, the cost of such change shall be borne by the Municipality.
6. That if Utility shall fail to operate the street lights as herein provided for, an amount proportional to the period of outage for number of lamps not burning shall be deducted from the monthly charge, provided, however, no deduction shall be made unless Utility shall fail to turn on the lights after written notification, or shall fail to replace burned-out lamps within twenty-four (24) hours after written notice from the Municipality.
7. That Utility shall endeavor to maintain adequate and continuous service, but does not guarantee that the supply of electric energy will, at all times, be constant, and it is agreed that temporary cessation of Utility's service hereunder, occasioned by acts of God, fire, explosion, strike, insurrection, mob violence, governmental interference, breakdown, or injury to machinery, transmission or distribution lines, or other accidents or causes not reasonably

within its control, shall not constitute a breach of this contract on the part of Utility, and Utility shall not be liable to Municipality for any damages resulting from such temporary cessation of service.

8. That the poles, conductors, conduits and equipment placed by Utility in the streets, avenues, alleys and public places in the Municipality shall be exempt from any special tax, assessment, license or rental fee during the term of this Ordinance.

9. That this Contract Ordinance shall be in full force and effect for a term of **ten (10)** years, said term to commence when Utility accepts this Ordinance in writing, which said acceptance shall be filed within sixty (60) days after the passage and approval of this Ordinance, and this Ordinance when so accepted by Utility shall become a Contract between Municipality and Utility and shall continue

in full force and effect during the term aforesaid, and thereafter until terminated by the giving of ninety (90) days written notice by the Municipality to the Utility.

10. That a certain ordinance entitled

passed by the _____ of the _____ of _____, Illinois on the _____ day of _____ A.D. 19 _____, and approved by the _____ day of _____ A.D. 19 _____ be and the same is hereby repealed and of no further force and effect.

11. That all provisions of this Contract which are obligatory upon or shall inure to the benefit of the Utility shall inure to the benefit of all successors and assigns of said Utility.

PASSED by the President and Board of Trustees of said Village of South Jacksonville, COUNTY of Morgan, STATE OF ILLINOIS, this 1st day of November A. D. 19 44 .

APPROVED by the President of the Board of Trustees of said Village of South Jacksonville, COUNTY of Morgan, STATE OF ILLINOIS, this 1st day of November A. D. 19 44 .

ATTEST:

J. C. Hane
Village Clerk }
STATE OF ILLINOIS } SS
COUNTY OF MORGAN }

W. Raymond Davidson
President of Board of Trustees

I, J. C. Hane Clerk of the Village of South Jacksonville COUNTY of Morgan STATE OF ILLINOIS, do hereby certify that the foregoing is a true, correct and complete copy of a Street Lighting Contract Ordinance, duly passed by the President and Board of Trustees of said Village on the 1st day of November A. D. 1944, the original of which Street Lighting Contract Ordinance is on file in my office.

I do hereby certify that I am the legal custodian of all papers, contracts, documents and records of said Village of South Jacksonville ; that said Ordinance has been on file or published for the inspection of the public to the extent required by law and that said Ordinance has not been rescinded as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said this 1st day of November

A. D. 19 44 .

J. C. Hane
Village Clerk

NO 155

ACCEPTANCE OF Street Lighting Contract ORDINANCE

To the President and Board of Trustees of the Village of South Jacksonville, Morgan County, Illinois

The Illinois Power Company, for itself, its successors and assigns, hereby accepts in writing, the Ordinance and all rights and privileges therein granted, passed by the President and Board of Trustees of the Village of South Jacksonville, Illinois on the 1st day of November, 1944

and approved by the President of Board of Trustees of said Village of South Jacksonville on the 1st day of November, 1944, designated as Ordinance No. 155, and entitled: AN ORDINANCE CONTRACTING WITH ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE FURNISHING OF STREET LIGHTING IN THE VILLAGE OF SOUTH JACKSONVILLE, COUNTY OF MORGAN, STATE OF ILLINOIS.

This acceptance is executed and filed as provided in Section 9 of said Ordinance, and said Company hereby agrees to all the terms and conditions of said Ordinance.

Dated at Monticello, Illinois, this 16th day of November, 1944.

Attest: [Signature] Secretary
By: [Signature] Vice-President
ILLINOIS POWER COMPANY

STATE OF Illinois
COUNTY OF Morgan ss.
Village OF South Jacksonville.

I, J. C. Hane, Clerk of the Village of South Jacksonville, State of Illinois, do

hereby certify that the foregoing is a true and correct copy of acceptance of Ordinance No. 155, of the Village of South Jacksonville therein described, the original of which acceptance was filed in the office of the Clerk of said Village of South Jacksonville on the 22 day of November, 1944, and is now recorded among the original records thereof, and that I am the keeper of the same.

Witness my hand and the official seal of said Village this 22 day of November, 1944. J. C. Hane Village Clerk.

(SEAL)