

RESOLUTION NO. 2-85

**RESOLUTION APPROVING A CONTRACT FOR RETAINING OF ATTORNEYS  
AND CONSULTANT IN CENTRAL ILLINOIS LIGHT COMPANY'S PROPOSED  
1985 RATE INCREASE AND IN NEGOTIATIONS**

WHEREAS, Central Illinois Light Company has informed the Village, through the President and Chairman of the Electric Committee that it intends to file a revised wholesale rate schedule applicable to the Village of Riverton and the Village of Chatham; and

WHEREAS, the Village of Riverton and the Village of Chatham are wholly dependent on Central Illinois Light Company for their supply of electricity to enable them to render electric service to the customers now served by the Villages; and

WHEREAS, the proposed revised charges of Central Illinois Light Company will result in an increase in rates to the Village of Riverton and the Village of Chatham of twenty five percent (25%) on an annual basis according to the information given by Central Illinois Light Company; and

WHEREAS, such increase is believed to be excessive and there appear to be substantial areas where the rate increase has been overstated; and

WHEREAS, Central Illinois Light Company has provided information to the Villages and has requested negotiations prior to any formal decision on rate increases; and

WHEREAS, it is necessary that the corporate authorities of the Village of Riverton and the Village of Chatham hire expert counsel and consultants to represent adequately the interests of the Village and those of their customers in negotiation and, if necessary, before the Federal Power Commission in this matter; and

WHEREAS, the Village of Riverton and the Village of Chatham have a common interest in this proceeding and wish to cooperate in the matter of this proposed rate increase matter and share the cost thereof; and

WHEREAS, Miller, Balis & O'Neil, P.C., attorneys at Law, Washington, D.C., have submitted a verbal proposal for rendering services in this matter and the proposed costs for Guernsey & Company as consultants in this matter, and the proposal is reasonable.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVERTON AS FOLLOWS:

A. It is in the public interest that the Village of Chatham corporate authorities employ said attorneys and a consultant to represent adequately the Village of Riverton in these negotiations and before the Federal Power Commission, if necessary.

B. That there shall be entered into a Contract, which is attached hereto as Exhibit "A", by and between the Village of Riverton and the Village of Chatham, with the law firm of Miller, Balis & ONEil, P.C. The Contract shall

be and is hereby ratified and approved and the President of the Village Board is directed to execute said Contract on behalf of the Village and the Village Clerk is directed to attest the President's signature to the Contract.

C. That the attached Contract is reasonable and equitable and in the best interest of the residents of the Village of Chatham.

D. That the Village of Riverton has adopted a substantially similar Resolution as the one herein contained on the 4 day of December, 1984, a copy of which is attached hereto.

E. That this Resolution is contingent upon the approval of the President of the Board of Trustees of the Village of Riverton of the attached Contract and the acceptance of the Contract by Miller, Balis & O'Neil, P.C., attorneys of law of Washington, D.C., and also by Guernsey & Company, the consultant.

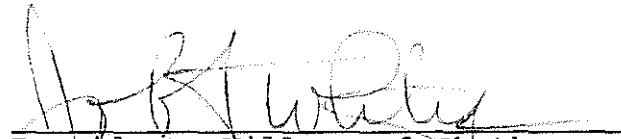
F. The President of the Village Board, upon the attestation of the Clerk of the Village Board, is hereby authorized to enter into a Contract with the consultant. The Contract shall be in substantially the same form as the one approved with the law firm herein.

G. The Village Clerk is hereby authorized to provide the Village Attorney with four (4) attested copies of this

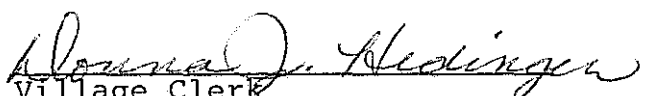
Resolution.

PASSED : 2/12/85

APPROVED: 2/12/85

  
\_\_\_\_\_  
President, Village of Chatham

ATTEST:

  
\_\_\_\_\_  
Village Clerk

CONTRACT FOR LEGAL SERVICES

VILLAGE OF RIVERTON

VILLAGE OF CHATHAM

AND

MILLER, BALIS & O'NEIL, P.C.

AND

GUERNSEY & COMPANY

WHEREAS, the VILLAGE OF RIVERTON and the VILLAGE OF CHATHAM, both located in Sangamon County, Illinois (hereinafter sometimes referred to as "Villages") have, by proper resolution, indicated their desire to contract with ROBERT O'NEIL of the law firm of MILLER, BALIS & O'NEIL, P.C. (hereinafter sometimes referred to as "Law Firm"), attorneys at law, located in Washington, D.C., for representation in prefiling negotiations and before the Federal Power Commission, if necessary, in the matter of Central Illinois Light Company's proposed rate change increase, which will be filed early in 1985; and

WHEREAS, the Village of Riverton and the Village of Chatham have agreed, by proper resolutions between themselves, concerning the equitable division of expenses and legal fees involved in this hearing; and

WHEREAS, the Law Firm has stated that they would be willing to undertake such representation for the Villages and to set out their hourly rates of Ninety Dollars (\$90.00)

per hour for services of the Law Firm, plus out-of-pocket expenses; and

WHEREAS, Thomas H. McGary, attorney for the Village of Riverton, and Robert Cohen, attorney for the Village of Chatham, have reviewed the proposed fees and find them to be both reasonable and fair for representation of the Villages; and

WHEREAS, the Village of Riverton and the Village of Chatham understand that it will be necessary to obtain expert consultants to represent the Villages and prepare an analysis of the company's costs of service data and to prepare rebuttal testimony and exhibits, if necessary; and

WHEREAS, the Village of Riverton and the Village of Chatham believe that the proposed charges of Central Illinois Light Company will result in an increase in rates to the Villages of approximately twenty five percent (25%) and that such increase is excessive, unjust and unreasonable; and

WHEREAS, the Village of Riverton and the Village of Chatham have a strong common interest in this proceeding for the protection of the residents of the Villages.

NOW THEREFORE, it is agreed by and among the President and the Board of Trustees of the Village of Riverton, acting in their official capacity for the Village of Riverton, and the President and Board of Trustees of the Village

of Chatham, acting in their official capacity for the Village of Chatham, and the Law Firm of MILLER, BALIS & O'NEIL, P.C., as follows:

1. The aforesaid Villages hereby employ the Law Firm of Miller, Balis & O'Neil, P.C. to represent them in pre-filing negotiations and before the Federal Power Commission in the matters arising out of the proposed 1985 filing.

2. The Villages aforementioned will pay Miller, Balis & O'Neil, P.C., upon proper billing as hereinafter set out, the fees of Ninety Dollars (\$90.00) per hour for the legal services of the Law Firm. In addition to the fees for legal services, the Villages will pay the expenses incurred by Miller, Balis & O'Neil, P.C. for rendering these services, including but not limited to filing fees, travel, postage and photo-copy expenses and other such costs which are reasonably incurred by the Law Firm.

3. The Law Firm shall bill the Villages for the services it performs within fifteen (15) days following the close of each calendar month and shall include, as nearly as practicable, a status report of the case, together with the Law Firm's recommendations. The billings of the Law Firm shall be sent in detailed form, and show the total amount due. The Villages shall be billed in proportionate shares based on their energy usage as shown for the twelve (12) month period from July 1, 1983 to June 30, 1984. Such

billings shall be submitted to the Village attorney for the respective Villages.

4. The Law Firm has recommended GUERNSEY & COMPANY, a consulting firm, to be used in these matters, and the consultants have been approved by the Villages and are retained in like manner and on the same conditions as the Law Firm and shall bill the Villages for its services in the same manner as the Law Firm. The consulting firm shall receive Ninety Dollars (\$90.00) per hour for their services, together with out-of-pocket expenses.

5. The Villages each agree to pay their portions of the billings, both from the Law Firm and the consulting firm within thirty (30) days of receipt, or to pay an additional two percent (2%) per month or portion thereof for all delinquent accounts.

6. It is understood by the officials of the Village of Riverton and the Village of Chatham that no case is now pending before the Federal Power Commission, but that one is possible if negotiations fail.

7. It is agreed by and between the Villages and the Law Firm that the Law Firm will, in a timely and proper fashion, advise the Villages of the legal expenses and costs and allow the Villages ample time to make decisions concerning the expenditure of additional monies. It is understood and agreed by the Law Firm that this is necessary for the budget and appropriation proceedings of the Village,



and that failure to give such timely notice of expenditures shall be grounds for cancellation of the Contract of Employment.

8. It is understood that the consultant's fees and expenses are to be separate contracts by the Village.

9. It is agreed by and between the Villages hereto that neither will cancel this Contract, fail to appropriate proper funds for the Contract, nor in any way act in detriment to the Contract without the prior written consent of the other Village. Each Village will be responsible for its portion of the legal fees, consulting fees and other costs, and each Village will hold the other Village harmless from its agreed portion of costs and expenses.

10. It is agreed between the Law Firm and the Villages who are parties to this Contract that the two Villages, by joint agreement, may cancel the Contract upon a written seven (7) calendar day notice and that the Law Firm will cease to incur costs and expenses upon receipt of such notice, and the Law Firm may cancel the Contract upon a written seven (7) calendar day notice to both Villages.

11. It is agreed that the Law Firm will keep both Villages advised of the status of this case at reasonable times and will, upon inquiry, through the Villages' respective attorneys, give a full status report and recommendations concerning the continuation or discontinuance of the administrative action.

12. The Village of Riverton, acting through its Board of Trustees and the President of the Village Board, pursuant to a resolution passed by the Village Board, hereby agrees to all of the foregoing provisions. A copy of the resolution is attached hereto and marked as Exhibit "A".

13. The Village of Chatham, acting through its Board of Trustees and the President of the Village Board, pursuant to a resolution passed by the Village Board, hereby agrees to all of the foregoing provisions. A copy of this resolution is attached hereto and marked as Exhibit "B".

VILLAGE OF RIVERTON

ATTEST:

Margie R. Todd  
Village Clerk

By: Joe Russelotti

VILLAGE OF CHATHAM

ATTEST:

Thomas D. Herlinger  
Village Clerk

By: [Signature]

MILLER, BALIS & O'NEIL, P.C.

By: [Signature]

GUERNSEY & COMPANY

By: [Signature]