

PETITION

The undersigned Petitioners constituting all of the owners of record of the following described premises and all electors residing thereon respectfully petition the President and Board of Trustees of the Village of Gifford, Illinois, requesting annexation of the following described premises which are contiguous to the corporate limits of the Village of Gifford, Illinois, to-wit:

Lots 1, 2 and 3 in Roessler Addition to Gifford, Illinois and that portion of Lot 4 in Roessler Addition to Gifford, Illinois, which is not now within the Village of Gifford, Illinois, and that portion of the South 30 feet of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 21 North, Range 10 East of the 3rd Principal Meridian in Champaign County, Illinois, which is not now within the Village of Gifford, Illinois.

All electors residing on said premises join in this Petition.

Werner Roessler (SEAL)

Thomas F. Vail (SEAL)

_____ (SEAL)

_____ (SEAL)

SUBSCRIBED and SWORN to before me this 28 day of September, 1961.

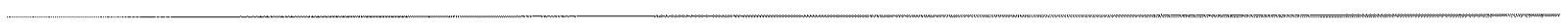
Therese Siddons
Notary Public

2E 503



A-2214

AN AGREEMENT
with the
**Central Illinois
Public Service Company**
its Successors and Assigns
For Electrical Energy for
Municipal Pumping
in the
VILLAGE OF GIFFORD
County of CHAMPAIGN
and State of Illinois



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, in accordance with the terms and conditions hereinafter set forth, all electrical energy required for the operation of four (4) electric motors, totaling 23 horse-power rated capacity, to be used only for municipal pumping, for a period of ten years commencing November 2, 19 61, and ending November 2, 19 71, and thereafter until this agreement is terminated by thirty (30) days' written notice given by one party to the other.

Said service will be furnished only at the following locations:

Pumping Station at corner of North Street and East Drive.
3Ø, 220 Volts.

The Municipality 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 10, Sheet 15, 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 Municipality 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 to the Municipality pursuant to this agreement. The application of 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 Municipality hereunder, shall in no wise be affected by the existence of this agreement.

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 Municipality 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 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 2 day of November, 19 61.

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

(Corporate Seal)

ATTEST:

M.H. White

Assistant Secretary

By

J. J. [Signature]
Vice President

(Corporate Seal)

ATTEST:

[Signature]
VILLAGE Clerk

VILLAGE OF GIFFORD

By

Roy S. Barnes
PRESIDENT

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ORDINANCE NO. 43

A-2210

AN ORDINANCE
Authorizing
The Execution of
An Agreement with the
**Central Illinois
Public Service Company**
its Successors and Assigns
For Electrical Energy for
Municipal Pumping
in the
VILLAGE OF GIFFORD
County of CHAMPAIGN
and State of Illinois

PASSED *nov. 2nd* 19 61
EXPIRES *nov. 2nd* 19 71

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CENTRAL ILLINOIS PUBLIC SERVICE COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR ELECTRICAL ENERGY FOR MUNICIPAL PUMPING:

THEREFORE:

SECTION 1. Be it ordained by the PRESIDENT AND BOARD OF TRUSTEES, of the VILLAGE of GIFFORD, County of CHAMPAIGN, Illinois, that the following agreement for electrical energy for the operation of the municipality's pumping plant 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, in accordance with the terms and conditions hereinafter set forth, all electrical energy required for the operation of four (4) electric motors, totaling 23 horse-power rated capacity, to be used only for municipal pumping for a period of ten years, commencing 1961, and ending 1971, and thereafter until this agreement is terminated by thirty (30) days' written notice given by one party to the other.

Said service will be furnished only at the following locations:

Pumping Station at corner of North Street and East Drive.
3Ø, 220 Volts.

The Municipality 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 10, Sheet 15, 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 Municipality 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 to the Municipality pursuant to this agreement. This application of the Company's rates,

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A-2211

CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF CHAMPAIGN } ss.

I, *WM. JOHNSON*, 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. _____, entitled,
"An Ordinance authorizing the execution of an agreement with the Central Illinois Public
Service Company, its successors and assigns, for electrical energy for municipal pumping,"
passed at a meeting of the BOARD OF TRUSTEES of said VILLAGE
of GIFFORD, held on the *2nd* day of *November*, A. D.
1961, approved and signed on the *2nd* day of *November*, A. D. 1961,
and recorded on the *2nd* day of *November*, A. D. 1961, as said
ordinance appears from the records in my office.

Given under my hand and the corporate seal of said VILLAGE of
GIFFORD this *2nd* day of *November*, A. D. 1961.



VILLAGE Clerk

A-2213 A