

ORDINANCE NO. 143

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 August 3 19 78

EXPIRES August 13 19 88

ORDINANCE NO. 143

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 Customer, in accordance with the terms and conditions hereinafter set forth, all electrical energy required for the operation of Customer's electric motors, and miscellaneous loads, to be used only for pumping service for a period of ten years, commencing August 14, 1978, and ending August 13, 1988, 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 the Customer, only at those locations in Champaign County, Illinois, as listed on the attached Original Supplement Sheet and such Original Supplement Sheet may be modified from time to time by Supplemental Sheets to be attached hereto which have been approved and executed on the part of the customer and the Company. Said Original Supplement Sheet, and authorized revisions thereof, shall 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 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 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 to the Customer pursuant to this agreement. This 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 Customer hereunder, shall in no wise be affected by the existence of this agreement.

A-2211 6-77

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 3 day of August, 1978.

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.

All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

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

Passed August 3 19 78
Approved August 3 19 78
Recorded August 3 19 78

A-2-12677

VILLAGE OF GIFFORD
(Customer)

x By Island F. Albers
PRESIDENT

(Corporate Seal)

ATTEST:

x Jack E. Brown
VILLAGE CLERK

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. *143* , 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 *3* day of *August* , A. D.

1978 , approved and signed on the *3* day of *August* , A. D. *1978* ,

and recorded on the *3* day of *August* , 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 *3* day of *August* , A. D. *1978* .

Jack E. Bouse
VILLAGE Clerk

PUMPING AGREEMENT SUPPLEMENT

Customer: VILLAGE OF GIFFORD

Location: GIFFORD, CHAMPAIGN COUNTY, ILLINOIS

This Supplement Sheet
authorized under Agreement
dated: _____

(X) Original Supplement Sheet
page 1 of 1.
() Revised Sheet No. ____.
page ____ of ____.
Effective: _____
() Canceling Sheet No. ____.
Effective: _____

<u>Plant and Location</u>	<u>Service Phase and Voltage</u>	<u>Motors & Equipment</u>		<u>Totals</u>
		<u>No.</u>	<u>Hp.</u>	
<u>SEWAGE LIFT STATION</u> East end of Plum Street	3Ø, 240 volts	2	5½	11
<u>WATER PUMPING STATION</u> East end of Plum Street	3Ø, 120/240 volts	1	1/3	1/3
		2	1/2	1
		2	10	20
		1	7	7

TOTAL LOAD: 39 1/3 Hp.

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

By: _____
Vice President

(SEAL)

ATTEST: _____
Asst. Secretary

VILLAGE OF GIFFORD
Customer

X By: Island J. Albers

Title: PRESIDENT

(SEAL)

X Attest: Jack E. Bouse

Title: VILLAGE CLERK

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, 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, in accordance with the terms and
conditions hereinafter set forth, all electrical energy required for the operation of Customer's
electric motors, and miscellaneous loads, to be used only for pumping service for a period of ten
years, commencing August 14, 19 78, and ending August 13, 19 88, 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 the Customer, only at those loca-
tions in Champaign County, Illinois, as listed on the attached Original
Supplement Sheet and such Original Supplement Sheet may be modified from time to time by
Supplemental Sheets to be attached hereto which have been approved and executed on the part
of the customer and the Company. Said Original Supplement Sheet, and authorized revisions
thereof, shall 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 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 Customer of this agreement nor anything con-
tained 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 Customer pursuant to this agreement. This 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 Customer 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 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 *29* day of *Aug*, 1978.

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

By *E. H. Ware* ²²⁸
Vice President

(Corporate Seal)

ATTEST:

R. G. Dodd
Assistant Secretary

VILLAGE OF GIFFORD
(Customer)

* By *Leland J. Albers*
PRESIDENT

(Corporate Seal)

ATTEST:

Jack E. Bourne
VILLAGE CLERK

PUMPING AGREEMENT SUPPLEMENT

Customer: VILLAGE OF GIFFORD

Location: GIFFORD, CHAMPAIGN COUNTY, ILLINOIS

This Supplement Sheet
authorized under Agreement
dated: Aug. 3, 1977

- Original Supplement Sheet
page 1 of 1.
- Revised Sheet No. .
page of .
- Effective:
- Canceling Sheet No. .
Effective:

<u>Plant and Location</u>	<u>Service Phase and Voltage</u>	<u>Motors & Equipment</u>		<u>Totals</u>
		<u>No.</u>	<u>Hp.</u>	
<u>SEWAGE LIFT STATION</u>				
East end of Plum Street	3∅, 240 volts	2	5½	11
<u>WATER PUMPING STATION</u>				
East end of Plum Street	3∅, 120/240 volts	1	1/3	1/3
		2	1/2	1
		2	10	20
		1	7	7

TOTAL LOAD: 39 1/3 Hp.

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

By: *C. J. Ware* ^{WRB}
Vice President

(SEAL)

ATTEST: *L. A. Dwyer*
Asst. Secretary

VILLAGE OF GIFFORD
Customer

By: *Ieland J. Albers*
Title: PRESIDENT

Attest: *Jack E. Boone*
Title: VILLAGE CLERK

(SEAL)