

BILL NO. 103

ORDINANCE NO. 103

AN ORDINANCE DIRECTING THE MAYOR OF THE VILLAGE OF ST. ELIZABETH,
MISSOURI TO EXECUTE ON ITS BEHALF A CONTRACT WITH MISSOURI POWER & LIGHT
COMPANY FOR FURNISHING STREET LIGHTING IN SAID CITY OF ST. ELIZABETH,
MISSOURI.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ST. ELIZABETH,
MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the Village of St. Elizabeth is hereby authorized
and directed to execute for and on behalf of the Village of St. Elizabeth,
the following contract, to wit:

STREET LIGHTING CONTRACT

THIS AGREEMENT, made and entered into this 29th day of November, 1979, between MISSOURI POWER & LIGHT COMPANY, a Missouri corporation, hereinafter called "Company," and the VILLAGE OF ST. ELIZABETH, MISSOURI, a municipal corporation, hereinafter called "Municipality."

WHEREAS, Company has agreed to furnish, maintain and operate a street lighting system for the lighting of the public streets in the _____.

WITNESSETH, that in consideration of the premises and of the mutual agreements hereinafter contained, Company and Municipality do agree as follows:

1. Street Lighting System

- A. That Company hereby agrees to provide and operate a street lighting system for the lighting of the streets, avenues and other public places in said Municipality. The location, number and size of the lamps to be installed and operated shall be as determined by Municipality within limits and subject to conditions as hereinafter set forth.
- B. Municipality agrees to pay Company for street lighting service in accordance with Municipal Street Lighting Service Rate Schedule, P.S.C. Mo. No. 2, Original Sheet Nos. 34 and 34.1, filed with and approved by the Public Service Commission of Missouri, or in accordance with any revised Municipal Street Lighting Schedule filed by Company with the Public Service Commission and permitted to become effective either on an interim or permanent basis under the Public Service Commission Law.
- C. That Municipality may by resolution duly adopted order additional lamps installed in the street lighting system at any time, of size and character as provided for in the Municipal Street Lighting Service Rate Schedule and Company will furnish and install such lamps at locations designed by Municipality and agreed upon by Company. When so ordered and installed, said lamps shall thereafter be paid for at the rates provided and will become subject to this contract.
- D. That the said lamps herein contracted for shall be located at such places within the municipal limits as the said Municipality shall direct, and said lamps shall be hung on brackets not less than eighteen (18) feet from the ground, provided, however, the location and manner of suspension of all lamps now in service are hereby approved; and should the Municipality, during the term of this contract, require the location or manner of hanging of any lamp or lamps to be changed, the cost of such change shall be borne by the Municipality.

- E. That if Company shall fail to operate such lights as herein provided, an amount proportional to the period of outage for the number of lamps not burning shall be deducted from the monthly rental, provided, however, no deduction shall be made unless said Company 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.
- F. That Company shall render a bill each month for one-twelfth (1/12) of the annual charge for the character of service furnished on all lamps installed.
2. That Company will endeavor to maintain continuous lighting service, according to schedule, but does not guarantee that the supply of electrical energy will, at all times, be continuous and it is agreed that temporary cessation of Company's service hereunder, occasioned by fire, explosion, flood, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery or distributing lines, or other accidents or causes not reasonably within its control, shall not constitute a breach of this contract on the part of Company, and Company shall not be liable to Municipality for any damages resulting from such temporary cessation of service.
3. That this contract shall be in full force and effect from date hereof for a period of twenty (20) years.
4. That all provisions of this ordinance which are obligatory upon or shall inure to the benefit of said Company shall inure to the benefit of all successors and assigns of said Company.

In Witness Whereof, the said parties have caused this instrument to be duly executed the day and year first above written.

ATTEST:

MISSOURI POWER & LIGHT COMPANY

Secretary

By _____
President

ATTEST:

VILLAGE OF ST. ELIZABETH, MISSOURI

Jean Duerhoff
City Clerk

By Alfred Richmuto
Mayor

MISSOURI POWER & LIGHT COMPANY

MUNICIPAL STREET LIGHTING SERVICE
(MS)

Available: This schedule is available to all municipalities, incorporated vil-
lages, and other governmental agencies having appropriate authority for the
lighting of public streets and roads, public parks and other outdoor locations
open to and reserved for general public use.

Character of Service Supplied: The standard lighting fixture will be multiple
mercury vapor or high pressure sodium lamps supplied by overhead circuit on
existing wood poles where there is adequate space. The rate includes the cost
of fixtures and related bracket, including installation; maintenance, cleaning
and replacement of bulbs; and the cost of energy used by the lamp. Additional
charges will be made for other type installations as hereinunder provided.
Existing incandescent systems will be maintained but no new installations will
be made.

Rate Per Unit Per Month:

1. INCANDESCENT		Kwh Usage	Monthly Rate
<u>Lamp and Fixture</u>		<u>Per Month</u>	
1 000 Lumen, 92 Watt, Series, Standard		31	\$ 1.56
2 500 Lumen, 189 Watt, Series, Standard		63	2.36
4 000 Lumen, 295 Watt, Series, Standard		98	2.68
6 000 Lumen, 405 Watt, Series, Standard		135	4.24
2. MERCURY VAPOR		Kwh Usage	Monthly Rate
<u>Lamp and Fixture</u>		<u>Per Month</u>	
6 800 Lumen, 175 Watt, Standard		65	\$ 2.62
11 000 Lumen, 250 Watt, Standard		92	3.67
20 000 Lumen, 400 Watt, Standard		143	5.26
42 000 Lumen, 700 Watt, Standard		252	10.45
63 000 Lumen, 1 000 Watt, Standard		357	14.64
3. METAL HALIDE		Kwh Usage	Monthly Rate
<u>Lamp and Fixture</u>		<u>Per Month</u>	
34 000 Lumen, 400 Watt, Standard		154	\$ 6.78
100 000 Lumen, 1 000 Watt, Standard		363	16.15
4. HIGH PRESSURE SODIUM VAPOR		Kwh Usage	Monthly Rate
<u>Lamp and Fixture</u>		<u>Per Month</u>	
34 200 Lumen, 360 Watt, Standard		133	\$ 5.74
50 000 Lumen, 400 Watt, Standard		157	9.28

DATE OF ISSUE March 14, 1979
month day year

DATE EFFECTIVE March 20, 1979
month day year

ISSUED BY DAVID C. HARRISON President Jefferson City, Mo.
name of officer title address

MISSOURI POWER & LIGHT COMPANY

MUNICIPAL STREET LIGHTING SERVICE (Cont'd)
(MS)

5. SUBDIVISION LIGHTING

Where street lights are to be installed in the subdivision at the time of installation of underground distribution system, and a municipality contracts with Company for street lighting service within the subdivision, Company will furnish, install, own and maintain the entire street lighting system, including poles, luminaires and underground cable in accordance with the below specified rates. The rate applies to standard poles and fixtures below (or poles with similar cost).

	<u>Kwh Usage</u> <u>Per Month</u>	<u>Month</u>	<u>Year</u>
6 800 Lumens, 175 Watts, closed refractor mounted on 14 ft. - 16 ft. ornamental pole	65	± <u>\$4.87</u>	<u>\$58.44</u>

6. ADDITIONAL SPECIAL FACILITIES

	<u>Monthly Rate</u>
Ornamental Pole - Under 20 ft.	\$2.00
Ornamental Pole - 20 to 30 ft.	3.00
Steel Breakaway Standard - 28 ft.	7.50

Where the Company, at the request of the customer, agrees to provide special facilities not usually required to provide normal service as stated earlier, the customer shall pay a monthly charge sufficient to cover costs incurred by the Company in providing such facilities. The annual charge will be computed using lamp rates per above plus a 15% per annum charge on additional costs relating to special facilities or in lieu of the above, a developer may pay a lump sum amount to the Company to cover the costs of the special facilities investment which will not be supported by the rate approved for the municipality.

Payments: Customers' monthly bills will be computed at the filed rates. Customer agrees to pay in full at the office of the Company within 10 days of date of bill.

Tax Rider: Bills computed under this rate schedule are subject to increase by the proportionate part of any existing, new or increased rate of taxes directly related to gross revenue incurred by the Company in serving customer. Any such tax will be shown as a separate item on the bill.

Terms and Conditions: Service will be furnished under Company's Rules and Regulations.

DATE OF ISSUE March 14, 1979
month day year

DATE EFFECTIVE March 20, 1979
month day year

ISSUED BY DAVID C. HARRISON
name of officer

President Jefferson City, Mo.
title address

