

BILL NO. 105

ORDINANCE NO. 105

AN ORDINANCE DIRECTING THE MAYOR OF THE VILLAGE OF ST. ELIZABETH, MISSOURI,
TO EXECUTE ON ITS BEHALF AN ELECTRIC SERVICE CONTRACT WITH MISSOURI
POWER & LIGHT COMPANY.

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

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

ELECTRIC SERVICE CONTRACT

This contract, made and entered into this 29 day of November,
1979, by and between Missouri Power & Light Company, a Missouri corporation,
"Company," and the VILLAGE OF ST. ELIZABETH,
"Customer."

WITNESSETH:

1. Company shall supply and Customer shall accept and pay for all electrical energy required for the operation of water system in accordance with Municipal Service Schedule (MS), P.S.C. Mo. No. 2, Original Sheet No. 33, filed with and approved by the Public Service Commission of Missouri, or in accordance with any revised Municipal Service 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.
2. Company shall supply to Customer, during the term of this contract, approximately 22 kva of electrical capacity, single and three phase, 60 hertz frequency, at 120/240 volts.
3. Company shall use reasonable diligence in furnishing a regular and uninterrupted service; and in case such service should be interrupted and fail by an act of God or public enemy, fire, explosion, strike, insurrection, mob violence, governmental interference, breakdown or injury to machinery or distributing lines, extraordinary repairs or other accident or causes not reasonably within its control, Company shall not be liable in damages for any such interruption of service; and such interruption shall not constitute a breach of this contract on the part of the Company.
4. Should Customer be prevented from taking service herein agreed upon by reason of fire, explosion, flood, mob violence, insurrection, governmental interference, strike or accident, rendering necessary complete cessation of Customer's operation for a period in excess of thirty (30) days, this agreement shall be suspended temporarily until such time as operation can be resumed. In the event of such temporary discontinuance of service, this contract shall be extended for a period equal to the term of suspension.
5. This contract shall be in full force and effect from date hereof for a period of twenty (20) years.
6. The benefits of this contract shall inure to the successors and assigns of the parties hereto for the term of the contract.

IN WITNESS WHEREOF, the parties have caused this contract to be executed
the day and year above first written.

MISSOURI POWER & LIGHT COMPANY

Secretary

By _____
President

VILLAGE OF ST. ELIZABETH

Jean Laerkhoff

City Clerk

By *Alfred Beckwith*

Mayor

P. S. C. MO. No. 2 1st Revised SHEET No. 33

Cancelling P. S. C. MO. No. 2 Original SHEET No. 33

MISSOURI POWER & LIGHT COMPANY

MUNICIPAL SERVICE SCHEDULE (MS)

Availability: This schedule is available for basic municipal electric usage to any municipality which has granted the Company a franchise. The following are examples of electric usage which may be included under this rate: Ballfield lighting, sewer pumping, water pumping, fire station total electric requirements and city hall total electric requirements.

The rate is not intended to apply to electric usage at locations owned by the municipality but leased to another party.

Net Rate Based on Monthly Meter Readings:

All Kwh @ 2.18¢

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.

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

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

DATE OF ISSUE March 14, 1979

DATE EFFECTIVE March 20, 1979

ISSUED BY DAVID C. HARRISON

President Jefferson City, Mo.

