

BILL NO.

ORDINANCE NO. 808

AN ORDINANCE GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ITS POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, UNDERGROUND VAULTS, AND OTHER EQUIPMENT, AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE VILLAGE OF ST. ELIZABETH AREAS DEDICATED TO THE VILLAGE FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, FURNISHING AND DISTRIBUTING ELECTRICITY FOR LIGHT, HEAT, POWER AND OTHER PURPOSES WITHIN AND THROUGH SAID VILLAGE, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH, AND REPEALING ALL ORDINANCES AND PARTS THEREOF IN CONFLICT THEREWITH.

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

SECTION 1. The right, permission and authority is hereby granted to, and vested in Union Electric Company, a Missouri corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all necessary or appropriate poles, towers, wires, conduits, conductors, manholes, underground vaults, mains, service pipes and other equipment, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the Village of St. Elizabeth, hereinafter called "Village", as now fixed and as hereafter extended, and areas dedicated to the Village for public utility use, for the purpose of furnishing and distributing electricity for light, heat, power and other purposes within said Village and in territory adjacent to said Village, and for the

purpose of transmitting electricity through said Village; all such equipment, appliances and apparatus to be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the Village for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the Village in the exercise of its police powers.

SECTION 2. Company shall pay to said Village quarterly in January, April, July and October, following acceptance by the Company an amount equal to five percent (5%) of its gross receipts, as herein defined, from sales of electricity delivered by it within the corporate limits of said Village in lieu of the payment due pursuant to Ordinance No. 17-B dated November 30, 1962.

All payments made hereunder will be reduced by the total of payments made by Company for the applicable periods of time or portions thereof on account of any tax levied or imposed by said Municipality upon the business of selling electricity or upon the proceeds of sales of electricity or upon the right or privilege of engaging in such business within said corporate limits, whether said tax be designated as an occupation tax, a license tax, or otherwise; but not including a sales tax levied or imposed pursuant to the City Sales Tax Act.

With each franchise payment hereunder, Company shall file with the Village Clerk of said Village a sworn statement of the gross receipts for the applicable period and also a sworn

statement of all payments made by it for such period on account of any of the taxes enumerated above in the Section. The term "gross receipts" means the aggregate amount of all sales and charges from the business of supplying electricity, electric service made by Company in said Village during any period less discounts, credits, refunds, sales taxes and uncollectible accounts. Gross receipts derived from the furnishing of such service to the Village and industrial users billed on the filed industrial rates shall not be included in gross receipts nor shall the franchise payment be due on such gross receipts.

SECTION 3. In order for Company to render efficient and continuous electrical service it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said Village, and areas dedicated to the Village for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

SECTION 4. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms,

provisions and conditions herein contained, and each of the obligations and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 5. This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within sixty (60) days after due notice to Company of the enactment of this Ordinance, file with the Village Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of sixty (60) days, all rights, privileges and authority herein granted shall become null and void.

SECTION 6. This Ordinance and Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the filing of the Company's acceptance.

SECTION 7. All ordinances, and parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 8. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Village or enacted in the future requiring Company to obtain written permits or other approval from the Village prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the Village for the maintenance and repair of its facilities.

SECTION 9. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

The above Ordinance was passed this 11 day of October, 1988, and is now signed by the Chairman of the Board of Trustees and attested by the Village Clerk on the day of its passage.



Chairman of the Board of Trustees

ATTEST:

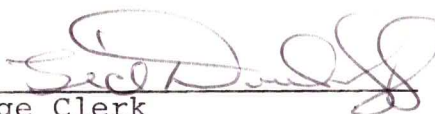


Village Clerk

STATE OF MISSOURI)
) SS
COUNTY OF MILLER)

I, Sid Deernhoff, Village Clerk within and for the Village of St. Elizabeth in the State and County aforesaid, do hereby certify that the foregoing constitutes a full, true and correct copy of the Ordinance No. 308 of said Village as passed by the Board of Trustees on the 11 day of October, 1988, as fully as the same appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of St. Elizabeth, Missouri, at my office in said Village, this 11 day of October, 1988.



Village Clerk