

BILL NO. _____

ORDINANCE NO. 809

AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE VILLAGE OF ST. ELIZABETH, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE VILLAGE, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT THEREFOR BETWEEN THE VILLAGE AND UNION ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPROPRIATE TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN.

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

SECTION 1. That the proposed contract, in the form as hereinafter set out, by and between the Village of ST. ELIZABETH, State of Missouri, and Union Electric Company, a corporation, its successors and assigns, providing for the lighting of the streets, avenues, alleys, and other public places of the Village by electricity, and providing for the supply of other electric utility service required by the Village for its Village Hall and other premises, according to the terms, provisions, stipulations, and agreements therein specified, be and the same is hereby approved and confirmed; and that the Chairman of the Board of Trustees and the Village Clerk of said Village be and they hereby are authorized and directed to execute in behalf of the Village said

contract in the form set out at Exhibit A hereto attached and incorporated by reference.

SECTION 2. The Village hereby grants to Union Electric Company, its successors and assigns, while engaged in the performance of said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and related apparatus and appliances necessary or convenient for the efficient performance of said duties, upon, under, over, and across the streets, avenues, alleys, and other public places in said Village.

SECTION 3. 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.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 5. This ordinance shall be in full force from and after its passage and approval.

Passed and approved this 14th day of November, 1988.


Chairman of Board of Trustees

ATTEST:


Village Clerk

CONTRACT FOR STREET LIGHTING
AND ELECTRIC SERVICE

THIS CONTRACT, made and entered into this _____ day of _____, 19__, by and between UNION ELECTRIC COMPANY, a Missouri corporation, its successors and assigns, hereinafter called "Company", and the VILLAGE OF ST. ELIZABETH, a municipal corporation incorporated under the laws of the State of Missouri, hereinafter called "Village";

WITNESSETH:

WHEREAS, the Board of Trustees of the Village has determined that lighting of the streets, alleys, and other public places of the Village and other electric utility service requirements of the Village should be provided by contract; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri in accordance with law; and

WHEREAS, Company proposes to supply said street lighting and other electric utility service desired by the Village, as hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

The Village, acting by its Board of Trustees, does hereby award to Company this contract for lighting by means of electricity the streets, avenues, alleys, and other public places of the Village as they may now exist or may hereafter be established within the limits of the Village as said limits now exist or may be extended, and for the other electric utility service required by Village for its Village Hall and other various premises; and the Village agrees to pay for and Company agrees

to sell and deliver, said services in the manner and subject to the terms and conditions hereinafter set forth.

1. Street and Outdoor Area Lighting Service. Initial street and outdoor lighting service supplied by Company on Company-owned facilities shall be of the type and character set forth in Appendix 1 attached hereto. Additional street and outdoor lighting service may be requested by Village from time to time and shall become subject to this contract as is set out on Appendix 1.

2. Other Electric Service. Company shall supply electric utility service to the Village Hall and to the Village's other various premises to meet the requirements of the Village.

3. Tariffs. All electric service hereunder shall be supplied by Company and paid for by the Village under, and shall be subject to the terms and conditions of Company's tariffs, including without limitation its applicable rates, service classifications, riders, and general rules and regulations on file with the Public Service Commission of the State of Missouri. This contract, including Company's tariffs, shall be subject at all times to review, control, change, and regulation by the Public Service Commission of the State of Missouri in accordance with law. Copies of the service classifications and rates in effect at the inception of this contract and applicable to the initial service to Village hereunder are attached hereto as Exhibits and are made a part hereof. In the event of any conflict between any provision hereof and Company's tariffs, as said tariffs may be modified or supplemented from time to time pursuant to law, the tariffs shall govern.

4. Company Facilities. The Village hereby grants to Company, its successors and assigns, while engaged in the performance of Company's duties hereunder, the right and privilege to erect, maintain and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Company's efficient performance of its duties under this contract, upon, under, over and across the streets, avenues, alleys, and other public places in the Village.

5. Notices, etc. All notices, applications and requests by the Village hereunder shall be in writing signed by the Village Clerk and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to the Village Clerk:

Union Electric Company, 101 Madison Street, Jefferson City,
Missouri 65101, Attention: District Manager

6. Term. The term of this contract is twenty (20) years. However, in the event the tariff(s) applicable to particular service supplied to Village hereunder provide for a shorter term than the term hereof, then the shorter term and any termination provisions in the applicable tariff shall govern as to said particular service, and said shorter term shall be renewed automatically for successive terms of equal duration unless sooner terminated in accordance with the applicable termination provision in the tariff, or until the expiration of the term of this contract, whichever first occurs.

7. Termination of Prior Agreements. This contract supersedes and cancels any prior agreement(s) between the parties hereto relating to

the subject matter hereof; provided however, that the foregoing shall not be construed to impair or supersede any separate franchise or separate special facilities agreement(s) between the parties.

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

UNION ELECTRIC COMPANY

By _____
Vice President

ATTEST:

Secretary

VILLAGE OF ST. ELIZABETH,
MISSOURI

By _____
Chairman of the
Board of Trustees

ATTEST:

Village Clerk

Service Classification 5(M)

Street and Outdoor Area Lighting Company-Owned

Multiple Street Lighting

<u>No. of Lamps</u>	<u>Luminaires</u>	<u>Description</u>
45	6800 Lumens Mercury Vapor	Standard side mounted, hood with open bottom glassware.
2	9500 Lumen High Pressure Sodium	Standard side mounted, hood with open bottom glassware.

<u>No. of Poles</u>	<u>Description</u>
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P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 12th Revised SHEET NO. 32CANCELLING SCHEDULE NO. 5 11th Revised SHEET NO. 32APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 2(M)
SMALL GENERAL SERVICE RATE*Rate Based on Monthly Meter ReadingsSummer Rate (Applicable during 4 monthly billing periods of June through September)

Customer Charge \$7.15 per month

Energy Charge 8.60¢ per kWh

Winter Rate (Applicable during 8 monthly billing periods of October through May)

Customer Charge \$7.15 per month

Energy Charge - Base Use 6.79¢ per kWh

- Seasonal Use(1) 4.13¢ per kWh

- (1) The winter seasonal energy use shall be all kWh in excess of 1,000 kWh per month and in excess of the lesser of a) the kWh use during the preceding May billing period, or b) October billing period, or c) the maximum monthly kWh use during any preceding summer month.

D.C. Service \$7.16 per meter plus a surcharge of 0.82¢ per kWh.
(Applicable only in downtown St. Louis, Missouri, to each kWh supplied at direct current.)

Payments. Bills are due and payable within ten (10) days from date of bill.

Term of Use. One (1) year, terminable thereafter on three (3) days' notice.

Tax Adjustment. Any license, franchise, gross receipts, occupation, or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

*Indicates Change.

Issued pursuant to Order of Mo. P.S.C. in Case Nos. EC-87-114 & EC-87-115.

P.S.C. MO. DATE OF ISSUE December 30, 1987 DATE EFFECTIVE December 31, 1987

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius President St. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 6th Revised SHEET NO. 33CANCELLING SCHEDULE NO. 5 5th Revised SHEET NO. 33(M)APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 2(M)
SMALL GENERAL SERVICE RATE

1. Rate Application. This rate is applicable to all secondary service supplied by the Company in Missouri for general use which does not qualify for any other secondary rate.
2. Character of Service Supplied. Company will specify and provide a standard single- and/or three-phase alternating current secondary service voltage. Direct current is supplied in limited quantities to existing premises in downtown St. Louis, Missouri.
3. Cumulation of Services. Service taken through each meter by the same customer on the same premises under this Service Classification will be cumulated for billing purposes. Unless otherwise required for Company's engineering or other reasons, any additional service requested by customer will be provided, subject to the Company's approval, under the provisions of Section II.B.7.-Special Service Facilities. Such additional service, if any, will be cumulated and billed with all other service provided hereunder.
- *4. Customers Without Prior Billing Determinants. Customers on this rate who did not have sufficient use during preceding billing periods to establish their Base use for the winter billing season will be billed entirely on the Base rate unless electric heating supplies the customer's entire space heating requirements, in which case one-half of all use in excess of 1,000 kWh will be billed on the Base rate and one-half on the Seasonal energy rate. In either event, after subsequent billing periods are completed, the customer's billing during the preceding winter will be reviewed using the Base use determined from the following May billing period and a refund given if appropriate.
5. General Rules and Regulations. In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to the supply of service under this rate.

*Indicates Change.

Issued pursuant to Order of Mo.P.S.C. in Case Nos. EO-85-17 and ER-85-160.

P.S.C. MO. DATE OF ISSUE April 5, 1985DATE EFFECTIVE April 9, 1985

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY William E. Cornelius

President

St. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 15th Revised SHEET NO. 34
 CANCELLING SCHEDULE NO. 5 14th Revised SHEET NO. 34

MISSOURI SERVICE AREA
 APPLYING TO _____

SERVICE CLASSIFICATION NO. 3(M)
LARGE GENERAL SERVICE RATE

*Rate Based on Monthly Meter Readings

Summer Rate (Applicable during 4 monthly billing periods of June through September)

Customer Charge	\$65.00 per month
Demand Charge	\$15.07 per kW
Energy Charge	2.93¢ per kWh
Rate Limitation	12.97¢ per kWh

Winter Rate (Applicable during 8 monthly billing periods of October through May)

Customer Charge	\$65.00 per month
Base Demand Charge	\$ 9.31 per kW
Seasonal Demand Charge	\$ 6.21 per kW
Energy Charge	2.93¢ per kWh
Rate Limitation:	
Base Demand	9.14¢ per kWh
Seasonal	7.07¢ per kWh

D.C. Service \$7.16 per meter plus a surcharge of 0.82¢ per kWh.
 (Applicable only in downtown St. Louis, Missouri, to each kWh supplied to direct current.)

Payments. Bills are due and payable within ten (10) days from date of bill.

Term of Use. Three (3) years, terminable thereafter on three (3) days' notice.

Tax Adjustment. Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

*Indicates Change.

Issued pursuant to Order of Mo. P.S.C. in Case Nos. EC-87-114 & EC-87-115.

P.S.C. MO. DATE OF ISSUE	<u>December 30, 1987</u>	DATE EFFECTIVE	<u>December 31, 1987</u>
ILL. C.C. DATE OF ISSUE	_____	DATE EFFECTIVE	_____
IA. ST. C.C. DATE OF ISSUE	_____	DATE EFFECTIVE	_____

ISSUED BY	<u>William E. Cornelius</u>	<u>President</u>	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 8th Revised SHEET NO. 35CANCELLING SCHEDULE NO. 5 7th Revised SHEET NO. 35(M)APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 3(M)
LARGE GENERAL SERVICE RATE

1. Rate Application. This rate is applicable to all secondary service to (1) any non-residential customer whose billing demand in any summer month exceeds 100 kW, or (2) at customer's request, to any other non-residential customer.

2. Character of Service Supplied. Company will specify and provide a standard single- and/or three-phase alternating current secondary service voltage. Direct current is supplied in limited quantities to existing premises in downtown St. Louis, Missouri.

*3. Demand

A. Billing Demand. The monthly billing demand shall be either the maximum demand measured during the month or, where elected by customer, the billing demand determined in accordance with Rider I, Off-Peak Demand Provisions, but in no event less than 100 kW.

B. Base Billing Demand. The Base Billing Demand shall be the lesser of a) the customer's billing demand established during the preceding May billing period, or b) October billing period, or c) the maximum billing demand established during any preceding summer billing period, but in no event less than 100 kW.

C. Seasonal Billing Demand. The Seasonal Billing Demand shall be the customer's winter billing demand in excess of the customer's Base Billing Demand.

D. Rate Limitation. The sum of the Demand and Energy Charges shall be limited to the Rate Limitation times customer's metered kilowatthours, but in no event shall be less than 100 kW times the Base Demand Charge plus the customer's metered kilowatthours times the Energy Charge.

*Indicates Change.

Issued pursuant to Order of Mo.P.S.C. in Case Nos. EO-85-17 and ER-85-160.

P.S.C. MO. DATE OF ISSUE <u>April 5, 1985</u>	DATE EFFECTIVE <u>April 9, 1985</u>
ILL. C.C. DATE OF ISSUE _____	DATE EFFECTIVE _____
IA. ST. C.C. DATE OF ISSUE _____	DATE EFFECTIVE _____

ISSUED BY <u>William E. Cornelius</u>	<u>President</u>	<u>St. Louis, Missouri</u>
NAME OF OFFICER	TITLE	ADDRESS

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 19th Revised. SHEET NO. 36
CANCELLING SCHEDULE NO. 5 18th Revised. SHEET NO. 36(M)

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 3(M)
LARGE GENERAL SERVICE RATE (Cont'd.)

- E. Application of Rate Limitation to Customer with Seasonal Demand. If a customer is billed any kW of seasonal demand in a winter billing period, the kWh's for that billing period shall be apportioned between base use and seasonal use in the same proportion as base demand and seasonal demand, and a separate rate limitation applied to base use and seasonal use.
- F. Demand Meters. When normal use of an existing customer or the estimated use of a new customer exceeds 25,000 kWh per month, or Company has reason to believe that customer's summer demand exceeds 100 kW regardless of his kWh use, Company will install a demand meter and measure customer's demand.
- *4. Customers Without Prior Billing Determinants. Customers on this rate who did not establish a billing demand during preceding billing periods shall be billed during the succeeding winter billing periods entirely on the Base Demand Charge. After subsequent billing periods are completed, the customer's billing during the preceding winter will be reviewed using the Base Billing Demand determined from the following May billing period and a refund given if appropriate.
5. Cumulation of Services. Service taken through each meter by the same customer on the same premises under this Service Classification will be cumulated for billing purposes. Unless otherwise required for Company's engineering or other reasons, any additional service requested by customer will be provided, subject to the Company's approval, under the provisions of Section II.B.7.-Special Facilities. Such additional service, if any, will be cumulated and billed with all other service provided hereunder.
6. General Rules and Regulations. In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to the supply of service under this rate.

*Indicates Change.

Issued pursuant to Order of Mo.P.S.C. in Case Nos. EO-85-17 and ER-85-160.

P.S.C. MO. DATE OF ISSUE April 5, 1985 DATE EFFECTIVE April 9, 1985
ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____
IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 20th Revised SHEET NO. 39
 CANCELLING SCHEDULE NO. 5 19th Revised SHEET NO. 39

MISSOURI SERVICE AREA

APPLYING TO _____

SERVICE CLASSIFICATION NO. 5(M)
STREET AND OUTDOOR AREA LIGHTING - COMPANY OWNED

*Rate per Unit per Month
Lamp and Fixture

- A. Standard horizontal burning, enclosed luminaire on existing wood pole:

High Pressure Sodium

<u>Lumens</u>	<u>Rate</u>
9,500	\$ 8.13
25,500	\$11.77
50,000	\$20.97

Mercury Vapor (1)

<u>Lumens</u>	<u>Rate</u>
6,800	\$ 8.13
20,000	\$11.77
54,000	\$20.97
108,000	\$41.96

- B. Standard side mounted, hood with open bottom glassware on existing wood pole:

High Pressure Sodium

<u>Lumens</u>	<u>Rate</u>
9,500	\$ 7.21

Mercury Vapor (1)

<u>Lumens</u>	<u>Rate</u>
3,300	\$ 6.59
6,800	\$ 7.21

- C. Standard post-top luminaire including standard 17-foot post:

High Pressure Sodium

<u>Lumens</u>	<u>Rate</u>
9,500	\$15.08

Mercury Vapor (1)

<u>Lumens</u>	<u>Rate</u>
3,300	\$14.25
6,800	\$15.08

- D. Pole-mounted, direction flood luminaire; limited to installations accessible to Company basket truck:

High Pressure Sodium

<u>Lumens</u>	<u>Rate</u>
25,500	\$14.93
50,000	\$23.61

Mercury Vapor (1)

<u>Lumens</u>	<u>Rate</u>
20,000	\$14.93
54,000	\$23.61

- ** (1) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to September 27, 1988. Company will continue to maintain these lamps and fixtures so long as parts are economically available.

*Indicates Change

**Indicates Addition

P.S.C. MO. DATE OF ISSUE August 1, 1988 DATE EFFECTIVE September 27, 1988

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius Chairman St. Louis, Missouri

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 18th Revised SHEET NO. 40
 CANCELLING SCHEDULE NO. 5 17th Revised SHEET NO. 40

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(M)
STREET AND OUTDOOR AREA LIGHTING - COMPANY OWNED (Cont'd.)

*E. All poles and cable, where required to provide lighting service:

1. After September 27, 1988 the installation of all standard poles and cables shall be paid for in advance by customer, with all subsequent replacements of said facilities provided by Company.

2. Installations prior to September 27, 1988:

	<u>*Monthly Rate</u>	
Wood Pole	\$ 7.28	per pole
Ornamental Concrete Pole	\$16.32	per pole
Steel Breakaway Pole	\$49.08	per pole
Standard Two-Conductor Overhead Cable	\$ 2.26	per span
Underground Cable Installed In and Under Dirt	6.70¢	per foot
All Other Underground Cable Installations	12.76¢	per foot

F. Incandescent lamps provided under contracts initiated prior to September 30, 1963, which facilities will not be maintained by Company after June 30, 1981:

<u>Lamp and Fixture</u>	<u>Per Unit Monthly Rate</u>
1,000 Lumens	\$ 7.80
2,500 "	10.54
4,000 "	12.16
6,000 "	13.49
10,000 "	18.31

*Indicates Change

P.S.C. MO. DATE OF ISSUE August 1, 1988 DATE EFFECTIVE September 27, 1988

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius Chairman St. Louis, Missouri

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 24th Revised SHEET NO. 41
 CANCELLING SCHEDULE NO. 5 23rd Revised SHEET NO. 41
 MISSOURI SERVICE AREA

APPLYING TO _____

SERVICE CLASSIFICATION NO. 5(M)
STREET AND OUTDOOR AREA LIGHTING - COMPANY OWNED (Cont'd.)

- G. Former Subsidiary Company lighting units provided under contracts initiated prior to April 9, 1986, which facilities will only be maintained by Company so long as parts are available in Company's present stock:

<u>Lamp and Fixture</u>	<u>*Per Unit Monthly Rate</u>
11,000 Lumens, Mercury Vapor, Post-Top	\$15.08
11,000 Lumens, Mercury Vapor, Open Bottom	7.21
11,000 Lumens, Mercury Vapor, Horizontal Enclosed	8.13
42,000 Lumens, Mercury Vapor, Horizontal Enclosed	20.97
5,800 Lumens, H.P. Sodium, Open Bottom	6.59
16,000 Lumens, H.P. Sodium, Horizontal Enclosed	8.13
34,200 Lumens, H.P. Sodium, Directional(2)	14.93
140,000 Lumens, H.P. Sodium, Directional	47.22
20,000 Lumens, Metal Halide, Directional	14.93
34,000 Lumens, Metal Halide, Directional	14.93
100,000 Lumens, Metal Halide, Directional	47.22

- (2) This lamp represents a mercury vapor fixture with H.P. Sodium lamp.

* Term of Contract. Minimum term of three (3) years where only standard facilities are installed; ten (10) years where post-top luminaires are installed.

**Discount for Franchised Municipal Customers. A 10% discount will be applied to bills rendered for lighting facilities served under the above rates and currently contracted for by municipalities with whom the Company has an ordinance granted electric franchise as of September 27, 1988. The above discount shall only apply for the duration of said franchise. Thereafter, the above discount shall apply only when the following two conditions are met: 1) any initial or subsequent ordinance granted electric franchise must be for a minimum term of twenty (20) years and 2) Company must have a contract for all lighting facilities for municipal lighting service provided by Company in effect.

*Indicates Change.

**Indicates Addition.

P.S.C. MO. DATE OF ISSUE August 1, 1988 DATE EFFECTIVE September 27, 1988

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius Chairman St. Louis, Missouri

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

Appendix 2, p. 9

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 20th Revised SHEET NO. 41
CANCELLING SCHEDULE NO. 5 19th Revised SHEET NO. 41(M)

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(M)*
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

Term of Contract. Three (3) years where only standard facilities are installed, or where any special facilities installed are paid for in advance; ten (10) years where wood poles or post-top luminaires are installed. If customer requests a termination of contract prior to the term of contract, customer shall pay to Company the cost of removal of facilities plus the remaining life value of Company facilities less salvage, if any.

*Indicates Change.

Issued pursuant to Order of Mo.P.S.C. in Case Nos. EO-85-17 and ER-85-160.

P.S.C. MO. DATE OF ISSUE April 12, 1985 DATE EFFECTIVE April 16, 1985

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius President St. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 7th Revised SHEET NO. 42
CANCELLING SCHEDULE NO. 5 6th Revised SHEET NO. 42

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(M)

STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

1. Rate Application. Available for lighting streets, alleys, walkways and other thoroughfares, or for outdoor lighting of public or private areas for security or similar purposes when such lighting facilities are operated and maintained as an extension of Company's distribution system.
- *2. Character of Service Supplied. Company shall inventory, furnish, install, maintain and deliver electric service to automatically-controlled lighting fixtures currently offered as standard facilities by Company. Customer shall select the type and size of lamps and fixtures from the standard equipment inventoried and offered by the Company and shall specify the location of said fixtures. Other than service to Company's post-top fixtures, the service provided hereunder shall be supplied by lines or cables through fixtures supported by standard upsweep brackets attached to existing poles; however, certain non-standard facilities may be installed hereunder in accordance with the terms and conditions stated in the following paragraph 3.
- *3. Non-Standard Facilities. Whenever customer requires Company to install non-standard facilities hereunder (such as longer upsweep brackets, switches, protective barriers, etc.) and there is no engineering, construction, safety, legal or practical reason which would, in Company's judgment, make such non-standard installation inadvisable, Company will make such installation provided customer pays in advance to Company all costs in connection therewith. Subsequent replacements of said facilities will be provided by the Company.
- *4. Conversion or Modification of Lamps. Where customer requests a conversion or modification of the size or type of lamp currently installed, and Company would not otherwise be converting such lights, Company will make the requested changes provided, however, that customer pays in advance to the Company \$100.00 per lamp for both the removal cost and loss of the remaining life of such lamps and, additionally, signs a new contract at the time when 20 percent or more of the customer's total lamps then installed are so converted or modified. Billing for the revised lamps will begin as of the next regular billing date after such modifications have been completed.

*Indicates Change

P.S.C. MO. DATE OF ISSUE August 1, 1988 DATE EFFECTIVE September 27, 1988
ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____
IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____
ISSUED BY William E. Cornelius Chairman St. Louis, Missouri

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 10th Revised SHEET NO. 43
CANCELLING SCHEDULE NO. 5 9th Revised SHEET NO. 43

MISSOURI SERVICE AREA

APPLYING TO _____

SERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

- *5. Change or Relocation. Upon receipt of written request and authorization from customer, Company will, insofar as it may be practical and permissible, make any other change in or relocation of its facilities used in rendering service hereunder, provided customer pays in advance Company's estimated costs in connection therewith.
- **6. Additional Installations. Customer may obtain the installation of additional lamps and the supply of service thereto under the existing contract for the remainder of the term thereof upon written application to the Company, provided, however, that if at any time during the term of the contract customer requires such additional lamps so as to cause the total number of lamps in service to exceed by 20% the lamps originally contracted for and then installed, the parties shall execute a new contract.
- *7. Termination. If customer requests in writing the termination of all or a portion of any lighting service, not paid for in advance, within three years of the installation of the lamps being terminated, or within ten years of the installation of post top luminaires, wood poles or cable being terminated, customer shall pay in advance to Company \$100.00 per lamp for both the removal costs associated therewith and the loss of the remaining life value of such facilities. If said request for termination of lighting service is made after the above three and ten year in-service periods, as applicable, and customer requests a new lighting installation within twelve months after the removal of the prior terminated lighting facilities, customer shall pay the amount specified earlier in this paragraph for all facilities previously removed prior to Company making any new lighting installation.
- **8. General Provisions. Customer shall furnish to Company without cost to Company and on forms suitable to it, or customer shall reimburse Company for all costs incurred in obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across both public and private property where and as needed by Company in providing service hereunder. In addition, customer shall pay all costs incurred by Company in extending its distribution system, including transformers, to provide energy to said lighting facilities supplied hereunder, in accordance with the provisions of Section II.B - Special Facilities.

*Indicates Change

**Indicates Reissue

P.S.C. MO. DATE OF ISSUE August 1, 1988 DATE EFFECTIVE September 27, 1988
ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____
IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY

William E. Cornelius

Chairman

St. Louis, Missouri

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 11th Revised SHEET NO. 44CANCELLING SCHEDULE NO. 5 10th Revised SHEET NO. 44

MISSOURI SERVICE AREA

APPLYING TO _____

SERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

- *9. General Rules and Regulations. In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Service Classification.

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William E. CorneliusChairmanSt. Louis, Missouri