

An Ordinance providing for the lighting by electricity of the streets, avenues, alleys, and other public places in the VILLAGE OF CENTERTOWN, in the State of Missouri, and other electric service requirements of the VILLAGE, by contract, setting forth the terms of the proposed contract therefore between the VILLAGE and UNION ELECTRIC COMPANY, d/b/a AmerenUE, 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 COUNCIL OF THE VILLAGE OF CENTERTOWN,
STATE OF MISSOURI, AS FOLLOWS:

SECTION 1. That the proposed contract, in the form as hereinafter set out, by and between the Village of Centertown, State of Missouri, and Union Electric Company d/b/a AmerenUE, a Missouri 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 and the Village Clerk of said Village by 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.

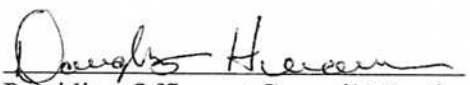
SECTION 2. The Village hereby grants to Union Electric Company, d/b/a AmerenUE, its successors and assigns, while engaged in the performance of said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and 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.

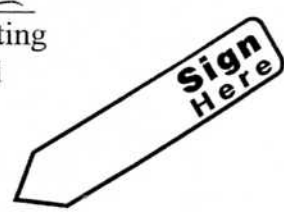
SECTION 3. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

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 signed this 13th day of June, 2006.

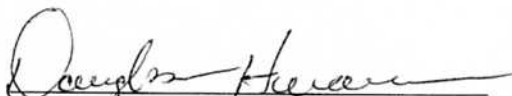

Presiding Officer at Council Meeting
wherein the foregoing was passed



Approved this 13th day of June, 2006.

ATTEST:


Village Clerk


Chairman



CONTRACT FOR STREET AND OUTDOOR LIGHTING

THIS CONTRACT, by and between UNION ELECTRIC COMPANY, d/b/a AmerenUE, a Missouri corporation, its successors and assigns, hereafter called "Company", and the VILLAGE OF CENTERTOWN, hereafter called "Customer",

WITNESSETH:

WHEREAS, Customer has determined that the continued lighting of the streets, alleys and other outdoor public areas is necessary for the convenience or safety of the public and should be provided by contract with Company; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri (hereafter "PSC") in accordance with law;

NOW, THEREFORE, Customer does hereby award to Company this contract for the outdoor lighting, within the territorial limits of Customer as they now exist or may hereafter be extended, and within the area thereof which Company now is authorized to serve or may hereafter be authorized to serve; and Customer 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 Lighting Service. Initial street and outdoor lighting service supplied by Company on Company-owned facilities or Customer-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 Customer from time to time and shall be provided pursuant to a written addendum to this contract.

2. Tariffs. All service hereunder shall be supplied by Company and paid for

by Customer as provided by the terms and conditions of Company's tariffs 5(M) or 6(M), a copy of which is attached hereto as Appendix 2.

3. Right to Install Company Facilities. Customer 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, roads, alleys, and other public places within the territorial limits of Customer.

4. Notice, etc. All notices, applications and requests by the Customer

hereunder shall be in writing signed by an authorized representative and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to the Customer:

AmerenUE
P.O. Box 1558
Jefferson City, MO 65102-1558

5. Term. The term of this contract is ten (10) years from the effective date

designated below, except that for any post-top luminaire with 17 foot post installed within the preceding ten years of the effective date, the term shall be ten (10) years from date of installation as designated in Appendix 1 and additional addendums.

6. Termination of Prior Agreements. This contract supersedes and cancels

any prior agreements between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be

executed in triplicate and effective _____.

UNION ELECTRIC COMPANY

By: RC Miller
Vice President

ATTEST:

JK Waters
ASSY Secretary



Douglas Hensen
Chairman

ATTEST:

Douglas Hensen
Village Clerk