

BILL NO. 0017-002

ORDINANCE NO. 145

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 BETWEEN THE VILLAGE AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, 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 APPURTENANT TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN.

BE IT ORDAINED BY THE BOARD OF TRUSTEES 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, hereinafter called "Village", and Union Electric Company d/b/a Ameren Missouri, a corporation, its successors and assigns, hereinafter called "Company", 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 on 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 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 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 25<sup>th</sup> day of July, 2017.

  
Chairman of the Board of Trustees,  
Village of Centertown, Missouri

ATTEST:

  
Village Clerk

**EXHIBIT A**  
**CONTRACT FOR STREET AND OUTDOOR LIGHTING SERVICE**

THIS CONTRACT, by and between UNION ELECTRIC COMPANY, d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", and the Village of Centertown, hereinafter 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 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 Area Lighting Service. Initial Street and Outdoor Area 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 the Customer as provided by the terms and conditions of Company's Rate Schedules 5(M) or 6(M) in effect at the time service is provided, a current copy of which is attached hereto as Appendix

2. These tariffs may be amended as allowed by state law governing electrical corporations.

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, avenues, 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.

Ameren Missouri  
Attn: Customer Service Advisor – Lori A. Hoelscher  
1310 Industrial Drive  
Jefferson City, MO 65109

5. Term. The term of the contract is ten (10) years. This contract expires on \_\_\_\_\_  
July 25, 2027

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 duplicate and effective August 15, 2017.

UNION ELECTRIC COMPANY d/b/a Ameren Missouri

By: [Signature]  
Sr. Vice President, Customer Operations

ATTEST:

[Signature]  
Assistant Secretary

VILLAGE OF CENTERTOWN, MISSOURI

By:   
Chairman of the Board of Trustees

ATTEST:

  
Village Clerk