

BILL NO. 2097

ORDINANCE NO. 1873

AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT THEREFORE BETWEEN THE CITY AND UNION ELECTRIC COMPANY, D/B/A AMEREN UE, 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 CITY OF CHESTERFIELD, STATE OF MISSOURI, AS FOLLOWS:

Section 1. That the proposed contract, in the form as hereinafter set out, by and between the City of Chesterfield, State of Missouri, and Union Electric Company, d/b/a Ameren UE, a corporation, its successors and assigns, providing for the lighting of the streets, avenues, alleys, and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City for its City Hall and other premises, according to the terms, provisions, stipulations, and agreements therein specified, be and the same is hereby approved and confirmed; that the City Administrator and the City Clerk of said City by and they hereby are authorized and directed to execute in behalf of the City said contract in the form set out at Exhibit A hereto attached and incorporated by reference.

Section 2. The City hereby grants to Union Electric Company, d/b/a Ameren UE, it 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 City.

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.

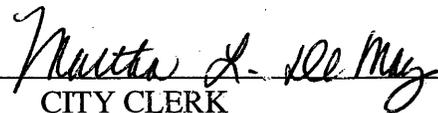
Section 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

Section 5. This Ordinance shall be in full force from and after its passage and approval.

Passed and signed this 18th day of September, 2002


MAYOR

ATTEST:


CITY CLERK

CONTRACT FOR STREET AND OUTDOOR LIGHTING

THIS CONTRACT, by and between Union Electric Company, d/b/a Ameren UE, a Missouri corporation, its successors and assigns, hereafter called "Company", and the City of Chesterfield hereafter called "Customer",

WITNESSETH:

WHEREAS, Customer has determined that the continued lighting of the streets, alleys and other 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 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 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 **for service to the now existing or hereafter extended service being delivered to the 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 Customer.

Ameren UE
Attn: Customer Service – Metropolitan
Mail Code 810
P.O. Box 66149
St. Louis, MO 63166-6149

5. Term. The term of this contract is ten (10) years from the effective date designated below, except that for any post-top luminaries 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 addendum.

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 Zeller
Vice President

ATTEST:

JK Waters
ASS'T. Secretary

CITY OF CHESTERFIELD

By: Michael J. [Signature]
City Administrator

ATTEST:

Martha A. DeMay
City Clerk