

STREET LIGHTING CONTRACT

Ordinance No 113

THIS CONTRACT, made and entered into this 7th day of May, 1974, by and between UNION ELECTRIC COMPANY, a Missouri corporation, its successors and assigns, hereinafter called "Contractor", and the VILLAGE OF TUSCUMBIA, 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 public places of the Village should be provided by contract, and

WHEREAS, Contractor is now, and has been for a considerable time in the past, supplying electric energy to inhabitants of the Village and has occupied and used certain streets, alleys and public places of the Village for such purpose, and proposes to continue to use substantially all of the facilities and equipment now installed therein for such purpose and to occupy and use such streets, alleys and public places to supply the street lighting 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 Contractor all lighting by means of electricity of the streets, avenues, alleys and public places of the Village as they may now exist or may hereafter be established or opened within the limits of the Village as said limits now exist or may be extended, for a term of ten years from and after the first day that lighting is supplied hereunder, and the Village agrees to pay

for and Contractor agrees to sell and deliver, such street lighting service in the manner and subject to the terms and conditions hereinafter set forth.

1. Character of Service. Initial service supplied hereunder shall be by the lamps of the number, character and size set forth in Appendix 1 attached hereto. Additional service to be supplied hereunder, whether by installation of additional lamps or replacement by larger lamps, shall be in accordance with and subject to the terms and conditions set forth in Contractor's SERVICE CLASSIFICATION NO. 12 & 12(M) - MUNICIPAL STREET LIGHTING RATES - MERCURY VAPOR, a copy of which as presently on file with the Public Service Commission of Missouri, is on file with the Village Clerk and is to be attached hereto as Appendix 2 and made a part hereof.

2. Rate Schedule. All service delivered hereunder shall be paid for by the Village under, and shall be subject to the terms and conditions of, said Service Classification and Contractor's General Rules and Regulations applicable thereto on file with the Public Service Commission of Missouri. The rates applicable to the initial service supplied hereunder are set forth in Appendix 1 hereto. This contract, including said Service Classification and General Rules and Regulations, shall be subject at all times to review, control, change and regulation by the Public Service Commission of Missouri, insofar as the same may be within the jurisdiction of said Commission, upon the application of either or both of the parties hereto.

3. 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 Contractor at its office, Lake Ozark, Missouri.

4. Term. This contract shall continue in effect for a term of ten years from and after the date hereof. At the option of the Village ten year renewal contract may be entered into at the times and with the effect set forth in said Service Classification.

5. Termination of Prior Agreements. This contract supersedes and cancels all prior agreements between the parties hereto relating to the lighting service which is the subject hereof.

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

ATTEST:

J. A. Murray
Secretary

UNION ELECTRIC COMPANY

By *Charles W. Linn*
Director of
Regional Operations

ATTEST:

Thomas C. Wright
City Clerk

VILLAGE OF TUSCUMBIA, MISSOURI

By *Donald Abbott*
Mayor

APPENDIX 1

Initial Street Lighting Service
Village of Tuscumbia, Missouri

Lamps Mounted on Standard Distribution Type Wood Poles

<u>Number of Lamps</u>	<u>Lamp Numbers by Union Electric</u>	<u>Lumen Rating</u>	<u>Applicable Rate (See Appendix 2) Rate per Lamp per Month</u>
33	1 thru 25, 26-1, 27, 28, 29-1, 30-1, 31-1, 32, 33-1	6800	\$3.98

-1 Indicates wood pole only @ \$1.08

APPLYING TO MISSOURI URBAN AND RURAL SERVICE AREAS

SERVICE CLASSIFICATION NO. 12(M)
MUNICIPAL STREET LIGHTING - MERCURY VAPOR
 "APPENDIX 2"

*Rate per Unit per Month:

<u>Lamp and Fixture</u>	<u>Monthly Rate</u>
3,300 Lumens, 100 Watts, Standard	\$ 3.55
3,300 Lumens, 100 Watts, Post-Top (1)	4.84
6,800 Lumens, 175 Watts, Standard	3.98
6,800 Lumens, 175 Watts, Post-Top (1)	5.39
20,000 Lumens, 400 Watts	5.39
54,000 Lumens, 1000 Watts	10.76
108,000 Lumens, Twin 1000-Watt Unit	20.61
<u>Pole</u>	
Wood pole, 30-40 ft., if required to provide street lighting service, or ornamental pole continued in service when incandescent lighting is replaced by mercury vapor lighting	\$ 1.08
Ornamental pole, other (except breakaway)	3.77
Steel breakaway standard	6.46
<u>Circuit Charge (2)</u>	
Underground, in and under dirt, per ft.	.91¢
Underground, all other, per ft.	3.07¢

- (1) Includes standard aluminum post. Concrete post for 6,800 lumen lamp \$.38 per month additional.
- (2) In lieu of a monthly circuit charge, Customer may elect to pay to Company at the time of installation the excess installed cost of underground over overhead circuit.

(See also Paragraph 5-e of this Service Classification.)

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.

P.S.C. NO. DATE OF ISSUE November 20, 1972

DATE EFFECTIVE November 28, 1972

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

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

DATE EFFECTIVE _____

ISSUED BY Charles J. Dougherty

President

St. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

APPLYING TO MISSOURI URBAN AND RURAL SERVICE AREAS

SERVICE CLASSIFICATION NO. 12(M)
MUNICIPAL STREET LIGHTING - MERCURY VAPOR - (CONTINUED)

Customer Owned Street Lighting Facilities. Where Customer furnishes, installs and owns all street lighting facilities, service will be supplied as follows:

- *a. For metered service, where Customer maintains all facilities, at 2.00¢ per kwhr if supplied and metered at standard primary service voltage, or 2.50¢ per kwhr if supplied and metered at standard secondary service voltage. Customer shall install suitable switching and protective equipment, meter loop, space and mounting facilities for Company metering devices.
- *b. For unmetered service, at the following monthly charges per lamp:

3,300 Lumens, 100 Watts, Standard	\$1.88
6,800 Lumens, 175 Watts, Standard	2.15
11,000 Lumens, 250 Watts, Standard	2.43
20,000 Lumens, 400 Watts, Standard	2.91
54,000 Lumens, 1000 Watts, Standard	5.97

Company will furnish electric energy, furnish and replace lamps, wash lamps and luminaires, and adjust and replace control mechanisms as required.

Electric service will be supplied at primary voltage, except that upon request by Customer, service will be supplied at secondary voltage provided Customer pays, in advance and without right of refund, all costs incurred by Company in providing said secondary service. Customer shall pay to Company the installed cost of (a) any underground extension or (b) that portion of any overhead extension in excess of two new pole settings or the installation on existing poles of more than four spans of wire, if required to supply service to Customer hereunder at the point or points of delivery, which shall be designated by Company.

*Indicates change.

P.S.C. MO. DATE OF ISSUE November 20, 1972 DATE EFFECTIVE November 28, 1972
 ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____
 IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY Charles J. Dougherty President St. Louis, Missouri
 NAME OF OFFICER TITLE ADDRESS

APPLYING TO

URBAN AND RURAL SERVICE AREAS

SERVICE CLASSIFICATION NO. 12*MUNICIPAL STREET LIGHTING - MERCURY VAPOR - (CONTINUED)

In case of destruction or damage of Customer's property hereunder due to highway accidents, storm damage or other similar causes or where replacement of equipment other than as provided above is required, Customer may, at its expense, effect the necessary repairs or replacement. Or, upon receipt of either written or verbal instructions from Customer, Company will proceed promptly to effect the necessary repairs or replacement of the damaged equipment to place it in normal operating condition. Such repairs will be made with parts supplied by Customer or where applicable, with suitable standard items carried in Company stores. Customer shall reimburse Company for such work at twice Company's payroll charges for labor and 1.2 times all direct costs or charges incurred by Company for use of tools, trucks, material and related items. In the event of unusual catastrophes affecting Company's operation over a wide area, Company may be required to contract such work to others to effect prompt repairs and in such cases, the charges to Customer shall be the amounts billed to Company for such contract work plus 1.2 times the cost to Company of any materials or supplies furnished by Company. All charges and payments hereunder shall be in addition to the monthly charge for normal maintenance as provided above.

Special or Non-Standard Facilities. Whenever Customer requests Company to install additional, special or non-standard facilities hereunder, and there is no engineering, construction, safety, legal or practical reason which would, in Company's judgment, make such installation inadvisable, Company will make such installation provided Customer pays to Company, in advance and without right of refund, the installed cost of such facilities. In lieu of such lump sum payment, and subject to approval by Company, Customer may elect to pay to Company a monthly charge equal to 1.25% of the installed cost of such facilities.

Payment. Bills are due and payable within ten days from date of bill.

*Indicates change

P.S.C. NO. DATE OF ISSUE March 8, 1966DATE EFFECTIVE April 8, 1966ILL. C.C. DATE OF ISSUE March 8, 1966DATE EFFECTIVE April 8, 1966IA. ST. C.C. DATE OF ISSUE March 8, 1966DATE EFFECTIVE April 8, 1966

ISSUED BY

Charles J. Dougherty President St. Louis, Missouri

APPLYING TO URBAN AND RURAL SERVICE AREAS

SERVICE CLASSIFICATION NO. 12*

MUNICIPAL STREET LIGHTING - MERCURY VAPOR - (CONTINUED)

Term of Contract. Ten years. Customer, if not legally authorized to contract for an entire ten-year term at one time, may sign an agreement for the maximum period for which it is legally authorized to contract, and said agreement will continue in force thereafter for successive one-year periods unless terminated by either party by written notice given not less than 60 days prior to any annual termination date.

*Indicates change

P.S.C. NO. DATE OF ISSUE March 8, 1966 DATE EFFECTIVE April 8, 1966

ILL. C.C. DATE OF ISSUE March 8, 1966 DATE EFFECTIVE April 8, 1966

IA. ST. C.C. DATE OF ISSUE March 8, 1966 DATE EFFECTIVE April 8, 1966

ISSUED BY Charles J. Dougherty President St. Louis, Missouri

APPLYING TO URBAN AND RURAL SERVICE AREASSERVICE CLASSIFICATION NO. 12*MUNICIPAL STREET LIGHTING - MERCURY VAPOR

1. Rate Application. Available to municipalities and other governmental agencies having appropriate contractual authority for the lighting of public streets and roads, public parks and other outdoor locations open to and reserved for general public use.
2. Character of Service Supplied. Service supplied will normally be by multiple mercury vapor lamps supplied by overhead circuit on existing wood poles where there is adequate space. In any other case, additional charges will be made as provided hereunder.
3. Change or Relocation.
 - a. Where Customer requests an increase in lamp size, Company will make whatever changes are necessary to provide the larger lamp without additional charge, provided that if 20% or more of the total number of Customer's lamps are replaced, Customer signs a new ten-year contract. Billing on the rate for the larger lamp will begin as of the next regular billing date after installation of said lamp. Where Customer requests a change to a smaller lamp size, Company will make whatever changes are necessary to provide the smaller lamp, provided Customer pays to Company all costs incurred by Company in connection therewith. Billing on the rate for the smaller lamp will begin as of the next regular billing date after installation of said lamp.
 - b. Upon receipt of written request and authorization from Customer, Company will, in so far 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 to Company at the time such change or relocation is made all costs incurred by Company in connection therewith.

*Indicates change.

P.S.C. NO.	DATE OF ISSUE	<u>March 8, 1966</u>	DATE EFFECTIVE	<u>April 8, 1966</u>
ILL. C.C.	DATE OF ISSUE	<u>March 8, 1966</u>	DATE EFFECTIVE	<u>April 8, 1966</u>
IA. ST. C.C.	DATE OF ISSUE	<u>March 8, 1966</u>	DATE EFFECTIVE	<u>April 8, 1966</u>

ISSUED BY	<u>Charles J. Dougherty</u>	<u>President</u>	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS

APPLYING TO URBAN AND RURAL SERVICE AREAS

SERVICE CLASSIFICATION NO. 12

MUNICIPAL STREET LIGHTING - MERCURY VAPOR - (CONTINUED)

*5. General Provisions - (Cont'd.)

- d. If any bill for service delivered hereunder is not paid within ten days from date of bill, it shall become delinquent and shall bear interest at the rate of 6% per annum from the date of the bill. Twenty days after a bill becomes delinquent, Company may suspend delivery of service hereunder. Suspension of service shall in no way affect Customer's obligation to continue to pay the applicable charges. No failure or delay by Company in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall the failure of Company to exercise its rights in case of delinquency bar the Company from exercising its rights in case of subsequent delinquency.
- e. In lieu of a circuit charge, where underground street lighting circuit is installed in a residential subdivision where underground service is generally provided in accordance with Paragraph G-3 on Sheet No. 168A, the cost of said underground street lighting circuit, if installed coincidentally with the general underground distribution system, may be included in the estimated total underground extension cost to said subdivision.

*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 service supplied under this Service Classification.

*Indicates reissue.

P.S.C. NO.	DATE OF ISSUE	<u>June 1, 1966</u>	DATE EFFECTIVE	<u>July 1, 1966</u>
ILL. C.C.	DATE OF ISSUE	<u>June 1, 1966</u>	DATE EFFECTIVE	<u>July 1, 1966</u>
IA. ST. C.C.	DATE OF ISSUE	<u>June 1, 1966</u>	DATE EFFECTIVE	<u>July 1, 1966</u>

ISSUED BY Charles J. Dougherty President St. Louis, Missouri

NAME OF OFFICER TITLE ADDRESS

APPLYING TO URBAN AND RURAL SERVICE AREASSERVICE CLASSIFICATION NO. 12MUNICIPAL STREET LIGHTING - MERCURY VAPOR - (CONTINUED)***4.** 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 provided under the contract as originally executed, the parties shall execute a new ten-year contract.

****5.** General Provisions.

- a. Company will submit to Customer cuts of standards or fixtures available for installation under this service classification, and Customer may select from these the type to be installed. All facilities installed by Company shall remain the property of Company and may be removed by Company if service is discontinued.
- b. Customer shall furnish to Company, without cost to Company and on forms suitable to it, or Customer shall reimburse Company for obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across private property where and as needed by Company in providing service hereunder.
- c. Company will control each installation to provide lighting service from dusk to dawn each night, or approximately 4,000 burning hours per year. Upon receipt of notice from Customer of failure of light to operate as provided, Company shall be allowed a reasonable period of time in which to make repairs during regular working hours.

* Indicates addition.

** Indicates reissue.

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