

**DATE:** December 19, 2016

**TO:** Michael O. Geisel, P.E.  
City Administrator

**FROM:** James A. Eckrich, P.E. *JAE*  
Public Works Director / City Engineer

**RE:** Ameren Missouri: Franchise Agreement  
Streetlight Agreement



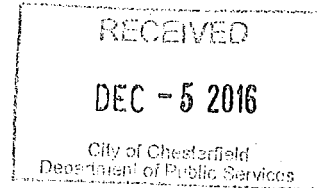
The existing Franchise Agreement and Streetlight Agreement between Ameren Missouri and the City of Chesterfield both expired in 2012. Ameren requires a current Streetlight Agreement for all municipalities. Additionally, cities with an effective Franchise Agreement receive a ten percent discount on streetlight service.

Both the proposed Streetlight Agreement and the Franchise Agreement have been reviewed by the City Attorney. The City Staff recommends approval of this matter. Copies of the existing agreements, the proposed agreements, and documents summarizing the changes and additions are attached.

**Action Recommended**

This matter should be presented to the Planning and Public Works Committee for consideration. Should the Committee favor adoption of the Streetlight Agreement and Franchise Agreement, it should recommend that the attached ordinances be forwarded to City Council for approval.

*Jim:  
Please forward  
to PPW for action  
moe  
12/23/2016*



December 1, 2016

Jim Eckrich  
Public Works Director/City Engineer  
City of Chesterfield  
690 Chesterfield Pkwy W  
Chesterfield, MO 60317-0760

Dear Mr. Eckrich:

This letter requests the City of Chesterfield adopt ordinances implementing updated franchise and street lighting agreements between Ameren Missouri and the City. As you will note, the previous agreements expired in 2012. Under its Street & Outdoor Area Lighting tariffs, Ameren Missouri may provide franchised municipalities with a discounted rate, but only when certain conditions are met. Because the City takes service under Service Classification No. 5(M), or company-owned street and outdoor area lighting, those criteria include an effective franchise with a 20-year term as well as a valid street lighting agreement in effect. Passing the attached ordinances and executing the attached agreements will qualify the City for this discounted rate on its 5(M) accounts.

Enclosed for your review and information, please find the following documents:

- Original Agreements:
  - Ordinance and Franchise Agreement adopted in 1992
  - Ordinance and Street Light Agreement adopted in 2002
- Revised Agreements for Execution:
  - New proposed Ordinance and Franchise Agreement
  - New proposed Ordinance and Street Light Agreement
- Previously provided October 25, 2016
  - Letter from Ameren Missouri Counsel to City
  - Chesterfield Street Light Agreement Outline
  - Chesterfield Franchise Agreement Outline

Ameren Missouri appreciates its relationship with the City of Chesterfield, and hopes that it will continue into the future. Please let us know if you have additional questions.

Sincerely,

A handwritten signature in black ink that reads "Paula N. Johnson".

Paula N. Johnson  
Senior Corporate Counsel

Enclosures

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ALL EQUIPMENT, FACILITIES, DEVICES, MATERIALS, APPARATUS OR MEDIA INCLUDING BUT NOT LIMITED TO DUCTS, LINES, PIPES, HOSES, CABLES, CULVERTS, TUBES, POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, TRANSFORMERS UNDERGROUND VAULTS, SWITCHGEAR, CAPACITORS, RECEIVERS, AND TRANSMITTERS, WITH ALL NECESSARY OR APPROPRIATE APPURTENANCES AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, FURNISHING AND DISTRIBUTING ELECTRICITY WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

SECTION 1. A non-exclusive franchise, right, permission and authority is hereby granted to, and renewed and vested in Union Electric Company d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all equipment, facilities, devices, materials, apparatuses or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, poles, towers, wires, conduits, conductors, manholes, transformers underground vaults, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the City of Chesterfield, Missouri, hereinafter called "City", as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of furnishing and distributing electricity

and other services within said City and in territory adjacent to said City, and for the purpose of transmitting electricity through said City; all such equipment, appliances and apparatus to be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the City in the exercise of its police powers.

SECTION 2. All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Missouri Public Service Commission applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 3. In order for Company to render efficient and continuous electrical service it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said City, and areas dedicated to the City for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

SECTION 4. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 5. This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 6. This Ordinance and Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the filing of the Company's acceptance.

SECTION 7. The City acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said City shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the City vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, City agrees to use reasonable efforts to reserve unto Company the rights, privileges and authority herein given and granted to the Company in

upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.

SECTION 8. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 9. Subject to the requirements of Mo. Rev. Stat. § 67.1830 thru § 67.1846, this Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the City or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities, which do not require excavation.

SECTION 10. 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 11. If, at any time, during the term of this Ordinance, City grants or renews a franchise to another entity or person for the purposes of transmitting, furnishing and distributing electricity for light, heat, power or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify City of such treatment, terms, or conditions. Upon receipt of such notice, City and Company shall negotiate in good faith to amend this Ordinance to provide Company such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and entity or person receiving the more favorable treatment, terms, or conditions.

SECTION 12. Except as provided in Mo. Rev. Stat. § 67.1830 thru § 67.1846, the Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the City.

SECTION 13. This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. The Ordinance shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in Mo. Rev. Stat. § 88.251. If the City Clerk does not receive within thirty days after the passing of this Ordinance a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

First Reading held: _____
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STATE OF MISSOURI                    )  
  ) SS  
COUNTY OF ST. LOUIS                )

I, \_\_\_\_\_, City Clerk within and for the City of Chesterfield, in the State and County aforesaid, do hereby certify that:

(1) the foregoing constitutes a full, true and correct copy of Ordinance No. \_\_\_\_\_ of said City as:

(a) introduced before the Board of Aldermen on the \_\_\_\_\_ day of \_\_\_\_\_, 2017; and

(b) completed in the form as finally passed and which remained on file with the undersigned City Clerk for public inspection at least thirty (30) days before the final passage thereof; and

(c) passed by the City Council and approved by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, as fully as the same appears of record in my office;

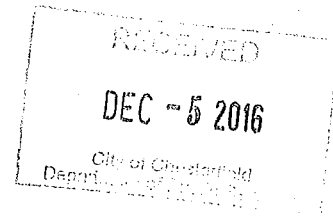
(2) I did not receive, within thirty (30) days after the final passage and approval of the Ordinance, a petition sufficient in form and signed by the requisite number of voters as set forth in § 88.251 RSMo.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chesterfield, Missouri, at my office in said City, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Clerk



**CHESTERFIELD  
FRANCHISE AGREEMENT**



**ADDED Language**

- Opening Paragraph - An Ordinance Renewing an existing franchise and granting
- DBA Ameren Missouri
- A Non-exclusive franchise....
  - All equipment, facilities, devices, materials, apparatus or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, transformers underground, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate....
- Section 1 – A non-exclusive franchise..... renewed and vested....d/b/a Ameren a Missouri Corporation; and use all equipment, facilities, devices, materials, apparatuses or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, transformers, switchgear, capacitors, receivers, transmitters, etc....
- City of Chesterfield, Missouri.
- Section 2 - All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Missouri Public Service Commission applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.
- Section 3 & 4 – No Change
- Section 5 – This Ordinance shall confer no rights, privilege or authority on Company, it's successors or assigns, unless Company shall within ninety (90) days after due notice to Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, granted shall become null and void.

- Section 6 - This Ordinance and Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain full force and effect for a period of twenty (20) years from the.....
- Section 7 - The City acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance, neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company, of public property or places as authorized by this Ordinance nor service rendered by Company, in said City, shall be treated as use solely of the rights, permission and authority provided by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the City vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, City agrees to use reasonable efforts to reserve until Company the rights, privileges and authority herein given and granted to the Company in upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.
- Section 8 - All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.
- Section 9 - Subject to the requirements of Mo.Rev. Stat. §67.1830 thru § 67.1846, this.....which do not require excavation.
- Section 10 - 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 11 - If, at any time, during the term of this Ordinance, City grants or renews a franchise to another entity or person for the purposes of transmitting, furnishing and distributing electricity for light, heat, power or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify City of such treatment, terms, or conditions. Upon receipt of such notice, City and Company shall negotiate in good faith to amend this Ordinance to provide Company such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and entity or person receiving the more favorable treatment, terms, or conditions.

- Section 12 – Except as provided in Mo.Rev.Stat. § 67.1830 thru § 67.1846, the Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the City.
  
- Section 13 – This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. The Ordinance shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in MO. Rev.Stat. § 88.251. If the City Clerk does not receive within thirty days after the passing of this Ordinance a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended.
  
- Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.
  - \_\_\_\_\_
  - Mayor
  - City of Chesterfield, Missouri
  - ATTEST:
  - \_\_\_\_\_
  - City Clerk

**DELETED Language**

- First Paragraph – last sentence – and providing that this ordinance shall not be effective unless and until such grant be approved by a majority of the voters of the City at an election.
  
- BE IT ORDAINED BY THE City
- A Missouri Corporation
- Section 1 – The a non-exclusive franchise, right, permission and authority is hereby granted to, and ..... Corporation, a Missouri corporation, its successors and assigns, hereinafter called "Company", to .....necessary equipment; ..... appropriate media.....other equipment .....For light, heat, power, and other purposes
- Section 5 – This ordinance shall not be effective ....and until, grants of rights, permission

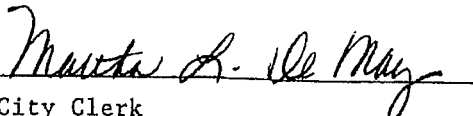
- Section 6 – date of such election; provided, however, that said Company, its successors or assigns, shall within sixty (60) days after the.....date of such approval at such election, file with the City Clerk an acceptance of the provisions
- The provisions.....of this Ordinance shall impair in any way impair or effect, or constitute or be construed as a relinquishment or waiver of, waive any right, permission or authority which company, its successor or assign, which Company.....nor shall; said Company, its successors, or .....or as service referable solely to this Ordinance or to any obligation of service consequent upon acceptance thereof or as and in any way indicating .....or non-compliance with any obligation incident to, any right, permission or authority vested in said Company, its successors or assigns, independently of this Ordinance; and the acceptance provided for .....in Section 5 of this Ordinance, upon, along, over and across each and every compliance with the provisions of this Ordinance or with any obligation arising from acceptance thereof, shall be subject to, and conditioned by, the provisions of this Section 6 with the same force and effect as though each of the provisions of this section were expressly incorporated in such acceptance and expressly declared by the acceptor, its successors or assigns, at and prior to .....the time of such compliance by its, as conditions of such compliance in use by the Company.
- Section 7 – Delete Section 7.
- Section 9 – Delete Section 9.
- Section 10 – Delete: Amendment to Union Electric Franchise the granting of this franchise shall not restrict regulation of Union Electric facilities within the City of applicable provisions of the Zoning Ordinance Subdivision Ordinance and other applicable ordinances of the City of Chesterfield.
- Section 11 – Delete Section 11
- Notary Page – Martha L. DeMay
- IN WITNESS WHEREOF, delete February 1992

# City of Chesterfield

RECEIVED  
DEC - 5 2016  
City of Chesterfield  
Department of Public Works

I, Martha L. DeMay, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Ordinance #645 adopted by the City Council on February 3, 1992, at an official meeting of said City Council. I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield. Finally, I certify that the attached document has neither been amended nor recorded.

In witness whereof, I have hereunto set my hand as City Clerk this 20th day of April, 19 92.

  
City Clerk

BILL NO.

655

ORDINANCE NO.

645

AN ORDINANCE GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE IT POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, UNDERGROUND VAULTS, AND OTHER EQUIPMENT, AND APPLIANCES IN CONNECTION THEREWITH, IN ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING FURNISHING AND DISTRIBUTING ELECTRICITY FOR LIGHT, HEAT, POWER AND OTHER PURPOSES WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATION UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH, AND PROVIDING THAT THIS ORDINANCE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL SUCH GRANT BE APPROVED BY A MAJORITY OF THE VOTERS OF THE CITY AT AN ELECTION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

Section 1. The franchise, right, permission and authority is hereby granted to, and vested in Union Electric Company, a Missouri Corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all necessary or appropriate poles, towers, wires, conduits, conductors, manholes, underground vaults, and other equipment, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places with the corporate limits of the City of Chesterfield, hereinafter called "City" as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of furnishing and distributing electricity for light, heat, power, and other

purposes within said City and in territory adjacent to said City, and for the purpose of transmitting electricity through said City; all such equipment, appliances and apparatus to be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the City in the exercise of its police powers.

SECTION 2. All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission.

SECTION 3. In order for Company to render efficient and continuous electrical service, it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said City, and areas dedicated to the City for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that

Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

SECTION 4. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 5. The Ordinance shall not be effective unless and until the grants of rights, permission and authority herein contained be approved by a majority of the voters of the City at an election, pursuant to another ordinance providing for such an election. If such grant be so approved at such election, this Ordinance, and the grant herein contained, shall be and continue in force and effect for a period of twenty (20) years from the date of such election; provided, however, that said Company, its successors or assigns, shall within sixty (60) days after the date of such approval at such election, file with the City Clerk an acceptance of the provisions of this Ordinance, and provided further that if such acceptance be not so filed within said period of sixty (60) days, all rights, privileges and authority herein granted shall become null and void.

SECTION 6. Neither acceptance of, nor compliance with, the provisions of this Ordinance shall in any way impair or affect, or constitute or be construed as a relinquishment or waiver of,



any right, permission or authority which Company, its successor or assigns, may have independently of this Ordinance; nor shall use by said Company, its successors or assigns, of public property or places in the City as authorized by this Ordinance, or service rendered by said Company, its successors or assigns, in said City, be treated as use solely of the rights, permission and authority provided for by this Ordinance or as service referable solely to this Ordinance or to any obligation of service consequent upon acceptance thereof or as in any way indicating non-use of, or non-compliance with any obligation incident to, any right, permission or authority vested in said Company, its successors or assigns, independently of this Ordinance; and the acceptance provided for in Section 5 of this Ordinance, and each and every compliance with the provisions of this Ordinance or with any obligation arising from acceptance thereof, shall be subject to, and conditioned by, the provisions of this Section 6 with the same force and effect as though each of the provisions of this section were expressly incorporated in such acceptance and expressly declared by the acceptor, its successors or assigns, at and prior to the time of such compliance by it, as conditions of such compliance.

SECTION 7. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 8. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the City

or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities.

Section 9. 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 10. Amendment to Union Electric Franchise

The granting of this franchise shall not restrict regulation of Union Electric facilities within the City by applicable provisions of the Zoning Ordinance Subdivision Ordinance and other applicable ordinances of the City of Chesterfield.

Section 11. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 3<sup>rd</sup> day of FEBRUARY, 1992.

MAYOR *Jack Leonard*

ATTEST:

*Maude L. DeMay*  
CITY CLERK

STATE OF MISSOURI        )  
                                  )    SS  
COUNTY OF ST. LOUIS    )

I, Martha L. DeMay, City Clerk within and for the City of Chesterfield in the State and County aforesaid, do hereby certify that the foregoing constitutes a full, true and correct copy of the Ordinance No. 645 of said City as passed by the Board of Aldermen and approved by the Mayor on the 3rd day of February, 1992, as fully as the same appears of record in my office.

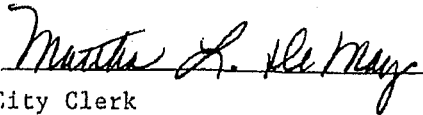
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chesterfield, Missouri, at my office in said City, this 4th day of February, 1992.

Martha L. DeMay  
City Clerk

# City of Chesterfield

I, Martha L. DeMay, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Ordinance #646 adopted by the City Council on February 3, 1992, at an official meeting of said City Council. I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield. Finally, I certify that the attached document has neither been amended nor recorded.

In witness whereof, I have hereunto set my hand as City Clerk this 20th day of April, 19 92.

  
City Clerk

BILL NO. 656

ORDINANCE NO. 646

AN ORDINANCE PROVIDING FOR THE HOLDING OF AN ELECTION IN THE CITY OF CHESTERFIELD, MISSOURI, ON TUESDAY, THE 7TH DAY OF APRIL, 1992, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF SAID CITY THE PROPOSITION OF THE RATIFICATION OR REJECTION OF A FRANCHISE GRANTED TO UNION ELECTRIC COMPANY BY THE CITY BY ORDINANCE NO. 645, APPROVED ON THE 3RD DAY OF FEBRUARY, 1992, FOR THE USE BY SAID COMPANY OF THE STREETS, ROADS, ALLEYS, SIDEWALKS, AND OTHER PUBLIC PLACES OF THE CITY FOR A PERIOD OF TWENTY (20) YEARS FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY; PROVIDING FOR THE FORM OF BALLOT TO BE USED AT SAID ELECTION.

WHEREAS, Ordinance No. 645 of the City of Chesterfield,

Missouri, entitled:

"AN ORDINANCE granting for a period of twenty (20) years to Union Electric Company, a corporation, its successors and assigns, the franchise, right, permission and authority to construct, reconstruct, excavate for, place, maintain, operate and use its poles, towers, wires, conduits, conductors, manholes, underground vaults, and other equipment, and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges, and other public places in the City of Chesterfield and areas dedicated to the City for public utility use, for the purpose of transmitting, furnishing and distributing electricity for light, heat, power and other purposes within and through said City, prescribing the terms and conditions of such grant, imposing certain obligations upon the Grantee, its successors and assigns, successively, in connection therewith, and providing that this Ordinance shall not be effective unless and until such grant be approved by a majority of the voters of the City at an election."

was passed and approved on the 3rd day of February, 1992; and,

WHEREAS, the laws of the State of Missouri provide that no franchise or right to occupy or use the streets, highways, bridges or public places in any city shall be granted, renewed or extended except by ordinance, and that every original franchise grant shall be authorized or approved by a majority of the voters of the City at an election.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

SECTION 1. That at an election to be held in the City of Chesterfield, St. Louis County, Missouri, on Tuesday, the 7th day of April, 1992, there shall be submitted to the voters of said City the proposition of the ratification or rejection of a franchise heretofore granted to Union Electric Company by the City by Ordinance No. 645 approved the 3rd day of February, 1992, for the use by said Company of the streets, roads, alleys, sidewalks, and other public places of said City for a period of twenty (20) years, in the manner and to the extent set out in said Ordinance No. 645, for the transmission and distribution of electric energy in and through said City.

SECTION 2. That the polling places at which the aforesaid proposition shall be submitted to the qualified voters of said City shall be those designated by the Clerk of St. Louis County, Missouri, hereinafter called the "Election Authority".

SECTION 3. That the polls of said election shall be kept open from the hour of 6:00 a.m. until the hour of 7:00 p.m. on the date of said election.

SECTION 4. That, as required by the election laws of the State of Missouri, the Election Authority shall conduct the election herein provided for, and the judges and clerks who shall serve at each polling place for the holding of said election shall be those appointed by the Election Authority.

SECTION 5. That the ballots to be used by the qualified voters at said election for the purpose of voting on said proposition shall be in substantially the following form:

OFFICIAL BALLOT  
ELECTION  
CITY OF CHESTERFIELD  
ST. LOUIS COUNTY, MISSOURI  
TUESDAY, THE 7TH DAY  
OF APRIL, 1992

PROPOSITION

Shall there be granted to Union Electric Company, its successors and assigns, the right, permission, authority and franchise to use the streets, roads, alleys, sidewalks and other public places in the City of Chesterfield, Missouri, for the transmission and distribution of electric energy, in and through said City for a period of twenty (20) years, all as more particularly provided in Ordinance No. 645 of said City and approved February 3, 1992.

Yes \_\_\_\_\_

No \_\_\_\_\_

If you are in favor of the question, place an X in the box opposite "YES". If you are opposed to the question, place an X in the box opposite "NO".

Should the Election Authority direct the use of voting machines at any or all of the polling places designated for the holding of the election provided for in this Ordinance, the form of OFFICIAL BALLOT provided in this SECTION 5 shall be adapted for use on such voting machines, and the form herein provided shall be maintained insofar as practicable.

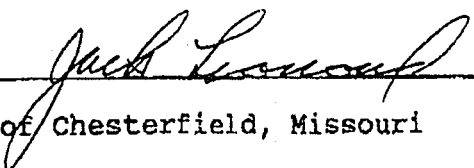
SECTION 6. That the Election Authority shall cause legal notice of said election to be given in accordance with the election laws of the State of Missouri.

SECTION 7. That the Election Authority shall certify the returns of the election herein provided for to the City Clerk, who shall record the same and report the results to the City Council.

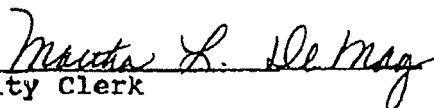
SECTION 8. That the City Clerk be and is hereby authorized and directed forewith to file with the Election Authority a written notice including the name of the City and a certified copy of the legal notice to be used for newspaper publication for its information and guidance in order that the Election Authority may take such action as may be required of it under the laws of the State of Missouri with respect to the election herein provided for.

SECTION 9. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 3<sup>rd</sup> day of FEBRUARY, 1992.

  
\_\_\_\_\_  
MAYOR  
City of Chesterfield, Missouri

ATTEST:

  
\_\_\_\_\_  
City Clerk



STATE OF MISSOURI )  
 ) SS  
COUNTY OF ST. LOUIS )

I, Martha L. DeMay, City Clerk within and for the City of Chesterfield, in the State and County aforesaid, do hereby certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 646 of said City as passed by the City Council of the City of Chesterfield and approved by the Mayor on the 3rd day of February, 1992, as fully as the same appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chesterfield, Missouri, at my office in said City, this 4th day of February, 1992.

Martha L. DeMay  
City Clerk

OFFICIAL RESULTS  
 GENERAL ELECTION  
 CITY OF CHESTERFIELD, MISSOURI  
 TUESDAY, APRIL 7, 1992

\*\*\*\*\* CITY OF CHESTERFIELD (18 POLLING PLACES) \*\*\*\*\*

- 1 Registered Voters - CHESTERFIELD
- 2 Ballots Cast - CHESTERFIELD
- 3 Percent of Registered Voters
- PROPR-UNION-ELECTRIC-FRANCHISE-SIMPLE
- 4 YES
- 5 NO

\*\*\*\* CITY OF CHESTERFIELD-WARD 1 (7 POLLING PLACES) \*\*\*\*

- 6 Registered Voters - CHESTERFIELD-WARD 1
- 7 Ballots Cast - CHESTERFIELD-WARD 1
- 8 Percent of Registered Voters

COUNCILMEMBER-WARD 1

- 1 TO BE ELECTED
- 9 NANCY GREENWOOD
- 10 RICHARD "RICK" BENDER

\*\*\*\* CITY OF CHESTERFIELD-WARD 2 (5 POLLING PLACES) \*\*\*\*

- 11 Registered Voters - CHESTERFIELD-WARD 2
- 12 Ballots Cast - CHESTERFIELD-WARD 2
- 13 Percent of Registered Voters

COUNCILMEMBER-WARD 2

- 1 TO BE ELECTED
- 14 JADE CARDNER BUTE
- 15 ED LEVINSON

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0404 MER 48	1,197	356	29.74	264	76	.	.	.	.	.	.	.	.	.	.
0427 MER 24	840	282	33.57	214	56	.	.	.	.	.	.	.	.	.	.
0479 MR 4	1,494	482	32.26	386	73	.	.	.	.	.	.	.	.	.	.
0487 MR 12	933	331	35.48	255	59	.	.	.	.	.	.	.	.	.	.
0488 MR 13	806	372	46.15	269	83	.	.	.	.	.	806	372	46.15	184	174
0489 MER 22.68	1,103	319	28.92	232	72	.	.	.	.	.	.	.	.	.	.
0490 MR 14	1,501	672	44.77	516	129	.	.	.	.	.	1,501	672	44.77	294	367
0510 MR 80	445	155	34.83	115	33	.	.	.	.	.	445	155	34.83	77	72
0511 MR 88	412	204	49.51	120	51	412	204	49.51	55	105	.	.	.	.	.
0512 MR 27	332	66	19.88	49	11	.	.	.	.	.	.	.	.	.	.
0518 MR 32.83	1,864	725	38.89	534	161	.	.	.	.	.	1,864	725	38.89	243	458
0519 MR 34	725	282	38.90	215	56	725	282	38.90	120	158	.	.	.	.	.
0521 MR 37	949	421	44.36	318	84	949	421	44.36	306	106	.	.	.	.	.
0525 MR 40	1,340	507	37.84	383	98	1,340	507	37.84	299	192	.	.	.	.	.
0526 MR 42	727	278	38.24	213	56	727	278	38.24	115	152	.	.	.	.	.
0528 MR 49	916	252	27.51	209	33	.	.	.	.	.	.	.	.	.	.
0529 MR 84	837	295	35.24	209	72	.	.	.	.	.	837	295	35.24	144	145
0530 MR 50	1,956	556	28.43	424	106	.	.	.	.	.	.	.	.	.	.
0532 MR 79	474	182	38.40	125	47	474	182	38.40	57	117	.	.	.	.	.
0533 MR 53	1,410	550	39.01	428	101	1,410	550	39.01	264	271	.	.	.	.	.
0535 MR 61	713	307	43.06	240	56	.	.	.	.	.	.	.	.	.	.
0689 QUE 85, MR 71.85	1,135	295	25.99	241	40	.	.	.	.	.	.	.	.	.	.
TOTAL	22,109	7,889	35.68	5,959	1,553	6,037	2,424	40.15	1,216	1,101	5,453	2,219	40.69	942	1,217

OFFICIAL RESULTS  
GENERAL ELECTION  
CITY OF CHESTERFIELD, MISSOURI  
TUESDAY, APRIL 7, 1992

\*\*\*\* CITY OF CHESTERFIELD-WARD 3 (4 POLLING PLACES) \*\*\*\*

1-Registered Voters - CHESTERFIELD-WARD-3  
2 Ballots Cast - CHESTERFIELD-WARD 3  
3 Percent of Registered Voters

COUNCILMEMBER-WARD-3

1 TO BE ELECTED  
4 ALAN J. POLITTE

\*\*\*\* CITY OF CHESTERFIELD-WARD 4 (6 POLLING PLACES) \*\*\*\*

5-Registered Voters - CHESTERFIELD-WARD-4  
6 Ballots Cast - CHESTERFIELD-WARD 4  
7 Percent of Registered Voters

COUNCILMEMBER-WARD-4

1 TO BE ELECTED  
8 LINDA TILLEY  
9 JEFF EISSMAN

	1	2.....3	4	5	6.....7	8.....9
0404-MER-48				1,197	356 29.74	265 69
0427 MER 24				840	282 33.57	202 50
0479 MR 4	1,494	482 32.26	362			
0487-MR-12				933	331 35.48	233 73
0488 MR 13						
0489 MER 22,68				1,103	319 28.92	239 48
0490-MR-14						
0510 MR 80						
0512 MR 27				332	66 19.88	46 10
0518-MR-32,83						
0528 MR 49	916	252 27.51	204			
0529 MR 84						
0530-MR-50	1,956	556 28.43	407			
0535 MR 61				713	307 43.06	232 63
0689 QUE 85, MR 71,85	1,135	295 25.99	229			
TOTAL	5,501	1,585 28.81	1,202	5,118	1,661 32.45	1,219 313

WE, THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, ACTING AS THE VERIFICATION BOARD PURSUANT TO 115.507, R.S. Mo., 1987, HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT ABSTRACT OF VOTES CAST FOR THE CANDIDATES AND OR PROPOSITIONS, AT THE CONSOLIDATED ELECTION HELD IN ST. LOUIS COUNTY, MISSOURI, ON APRIL 7, 1992.

IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND AT OUR OFFICE IN CLAYTON, ST. LOUIS COUNTY, MISSOURI, THIS 17TH DAY OF APRIL, 1992.

*Morton J. Golder*      *Vincent E. Shaw*      *Mary C. P. Pincus*      *Rainey J. Crawford*  
MORTON J. GOLDER, CHAIRMAN      VINCENT E. SHAW, SECRETARY      MARY C. P. PINCUS, MEMBER      RAINEY J. CRAWFORD, MEMBER

ACCEPTANCE BY UNION ELECTRIC COMPANY  
OF ORDINANCE NO. 645 OF THE  
CITY OF CHESTERFIELD, MISSOURI

TO THE MAYOR, CITY COUNCIL AND CITY CLERK OF THE CITY OF  
CHESTERFIELD, MISSOURI:

UNION ELECTRIC COMPANY, for itself, its successors and  
assigns, hereby accepts all of the terms and provisions of  
Ordinance No. 645 of the City of Chesterfield, Missouri,  
entitled:

AN ORDINANCE GRANTING FOR A PERIOD OF TWENTY (20)  
YEARS TO UNION ELECTRIC COMPANY, A CORPORATION, ITS  
SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT,  
PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT,  
EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ITS  
POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES,  
UNDERGROUND VAULTS, AND OTHER EQUIPMENT, AND APPLIANCES  
IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND  
UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES,  
BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF  
CHESTERFIELD AND AREAS DEDICATED TO THE CITY FOR PUBLIC  
UTILITY USE, FOR THE PURPOSE OF TRANSMITTING,  
FURNISHING AND DISTRIBUTING ELECTRICITY FOR LIGHT,  
HEAT, POWER AND OTHER PURPOSES WITHIN AND THROUGH SAID  
CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH  
GRANT, IMPOSING CERTAIN OBLIGATION UPON THE GRANTEE,  
ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION  
THEREWITH, AND PROVIDING THAT THIS ORDINANCE SHALL NOT  
BE EFFECTIVE UNLESS AND UNTIL SUCH GRANT BE APPROVED BY  
A MAJORITY OF THE VOTERS OF THE CITY AT AN ELECTION.

which ordinance was duly passed by the City Council and signed by  
the Mayor on the 3rd day of February, 1992, and was duly approved  
by a majority of the voters of the city of Chesterfield at an  
election held on April 7, 1992.

This acceptance is conditioned upon the fact that no  
provision contained in the aforementioned ordinance, including  
Section 10 entitled Amendment to Union Electric Franchise, serves  
to extend or increase any police power or other powers of the

municipality beyond those powers existing prior to the effective date of this franchise.

Dated at St. Louis, Missouri, as of the 11<sup>th</sup> day of May, 1992.

UNION ELECTRIC COMPANY

By [Signature]  
Vice President

ATTEST:  
[Signature]  
Secretary

Filed in the office of the City Clerk of the City of Chesterfield, Missouri, this 18<sup>th</sup> day of MAY, 1992.

[Signature]  
City Clerk

STATE OF MISSOURI        )  
                                  )   SS  
COUNTY OF ST. LOUIS    )

I, Martha L. DeMay, City Clerk within and for the City of Chesterfield, in the County and State aforesaid, do hereby certify that the foregoing constitutes a full, true and correct copy of the acceptance by Union Electric Company of the terms and provisions of Ordinance No. 645 of the City of Chesterfield, as filed with me on the 3rd day of February, 1992, and as the same appears of the record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand at my office in the City of Chesterfield, this 18th day of May, 1992.

Martha L. DeMay  
City Clerk  
Chesterfield, Missouri

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

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 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 APPRECIATE 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, hereinafter called "City", 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 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; and that the Mayor and the City Clerk of said City be and they hereby are authorized and directed to execute on 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 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 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 approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

First Reading held: \_\_\_\_\_



**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 City of Chesterfield, 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: Business & Community Relations Coord  
1901 Chouteau Avenue  
P.O. Box 66149  
St. Louis, MO 63166-6149

5. Term. The term of the contract is twenty (20) years. This contract expires on \_\_\_\_\_.

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 \_\_\_\_\_.

UNION ELECTRIC COMPANY d/b/a Ameren Missouri

By: \_\_\_\_\_  
Sr. Vice President, Operations and  
Technical Services

ATTEST:

\_\_\_\_\_  
Assistant Secretary

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# Appendix 1 - *Chesterfield*

Component Type	Light Number	Pole Number	Light Location	Light Status
25500 HPS Enrg&Maint	XCF100		CTR CHEST PKWY W W/O JUSTICE POST	On
25500 HPS Enrg&Maint	XCF101		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF102		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF103		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF104		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF105		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF106		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF107		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF108		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF109		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF11		1001 CHEST PKWY EAST	On
25500 HPS Enrg&Maint	XCF110		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF111		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF112		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF113		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF114		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF115		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF116		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF117		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF118		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF119		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF12		1001 CHEST PKWY EAST	On
25500 HPS Enrg&Maint	XCF120		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF121		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF122		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF123		CTR CHEST PKWY W 5S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF124		CTR CHEST PKWY W 5S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF125		CTR CHEST PKWY W 4S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF126		CTR CHEST PKWY W 4S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF127		CTR CHEST PKWY W 3S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF128		CTR CHEST PKWY W 3S BURKHARDT PL	On

DEC 15 2016

25500 HPS Enrg&Maint	XCF129	CTR CHEST PKWY W 2S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF13	1001 CHEST PKWY EAST	On
25500 HPS Enrg&Maint	XCF130	CTR CHEST PKWY W 2S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF131	CTR CHEST PKWY W 1S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF132	CTR CHEST PKWY W 1S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF133	CTR CHEST PKWY W 1N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF134	CTR CHEST PKWY W 1N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF135	CTR CHEST PKWY W 2N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF136	CTR CHEST PKWY W 2N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF137	CTR CHEST PKWY W 3N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF138	CTR CHEST PKWY W 3N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF139	CTR CHEST PKWY W 4N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF14	1001 CHEST PKWY EAST	On
25500 HPS Enrg&Maint	XCF140	CTR CHEST PKWY W 4N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF141	CTR CHEST PKWY W N/O BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF142	CTR CHEST PKWY W N/O BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF143	CTR CHEST PKWY W 6N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF144	CTR CHEST PKWY W 6N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF145	CTR CHEST PKWY W 7N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF146	CTR CHEST PKWY W 7N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF147	CTR CHEST PKWY W 8N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF148	CTR CHEST PKWY W 8N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF149	CTR CHEST PKWY W 9N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF150	CTR CHEST PKWY W 9N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF151	CTR CHEST PKWY W 10N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF152	CTR CHEST PKWY W 10N BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF153	W CHEST PKWY W S/O CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF154	E CHEST PKWY W 4S CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF155	E CHEST PKWY W 3S CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF156	W CHEST PKWY W S/O CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF157	W CHEST PKWY W S/O CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF158	E CHEST PKWY W 2S CHEST ARPT RD	On

25500 HPS Enrg&Maint	XCF159	E CHEST PKWY W 1S CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF160	W CHEST PKWY W S/O CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF161	E CHEST PKWY W 1N CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF162	W CHEST PKWY W 1N CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF163	E CHEST PKWY W 2N CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF164	E CHEST PKWY W 2N CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF165	E CHEST PKWY W 3N CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF166	E CHEST PKWY W 4N CHEST ARPT RD	On
25500 HPS Enrg&Maint	XCF167	CTR CHEST PKWY W 6S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF168	CTR CHEST PKWY W 6S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF169	CTR CHEST PKWY W 5S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF170	CTR CHEST PKWY W 5S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF171	CTR CHEST PKWY W 4S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF172	CTR CHEST PKWY W 4S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF173	CTR CHEST PKWY W 3S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF174	CTR CHEST PKWY W 3S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF175	CTR CHEST PKWY W 2S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF176	CTR CHEST PKWY W 2S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF177	CTR CHEST PKWY W 1S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF178	CTR CHEST PKWY W 1S SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF179	CTR CHEST PKWY W 1N SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF180	CTR CHEST PKWY W 1N SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF181	CTR CHEST PKWY W 2N SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF182	CTR CHEST PKWY W 2N SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF183	CTR CHEST PKWY W 3N SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF184	CTR CHEST PKWY W 3N SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF185	CTR CHEST PKWY W 4N SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF186	CTR CHEST PKWY W 4N SWINGLEY RDG	On
25500 HPS Enrg&Maint	XCF187	E CHEST PKWY W CITY CTR DR	On
25500 HPS Enrg&Maint	XCF188	CTR CHEST PKWY W 1E CITY CTR DR	On
25500 HPS Enrg&Maint	XCF189	CTR CHEST PKWY W 1E CITY CTR DR	On
25500 HPS Enrg&Maint	XCF190	CTR CHEST PKWY W 2E CITY CTR DR	On

25500 HPS Enrg&Maint	XCF191	CTR CHEST PKWY W 2E CITY CTR DR	On
25500 HPS Enrg&Maint	XCF192	CTR CHEST PKWY W 3E CITY CTR DR	On
25500 HPS Enrg&Maint	XCF193	CTR CHEST PKWY W 3E CITY CTR DR	On
25500 HPS Enrg&Maint	XCF194	CTR CHEST PKWY W E/O CITY CENTER DR	On
25500 HPS Enrg&Maint	XCF195	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF196	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF197	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF198	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF199	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF200	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF201	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF202	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF203	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF204	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF205	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF206	CTR CHEST PKWY W E/OR CITY CTR DR	On
25500 HPS Enrg&Maint	XCF207	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF208	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF209	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF210	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF211	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF212	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF213	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF214	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF215	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF216	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF217	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF218	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF219	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF220	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF221	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF222	CTR CHEST PKWY W E/O FOREST TRACE	On

25500 HPS Enrg&Maint	XCF223	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF224	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF225	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF226	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF227	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF228	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF229	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF230	CTR CHEST PKWY W E/O HILLTOWN VILL	On
25500 HPS Enrg&Maint	XCF231	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF232	CTR CHEST PKWY W E/O HILLTOWN VILL	On
25500 HPS Enrg&Maint	XCF233	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF234	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF235	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF236	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF237	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF238	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF239	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF240	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF241	CTR CHEST PKWY W E/O HILLTOWN VILL	On
25500 HPS Enrg&Maint	XCF242	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF243	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF68	917 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF69	917 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF70	917 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF71	917 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF72	1023 CHESTERFIELD PKWY EAST	On
25500 HPS Enrg&Maint	XCF73	1023 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF74	1023 CHESTERFIELD PKWY EAST	On
25500 HPS Enrg&Maint	XCF75	NS CHEST PKWY W 1W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF76	SS CHEST PKWY W W/O CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF77	SS CHEST PKWY W 2W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF78	NS CHEST PKWY W 2W CLARKSON RAMP	On



25500 HPS Enrg&Maint	XCF79	NS CHEST PKWY W 3W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF80	SS CHEST PKWY W 3W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF81	SS CHEST PKWY W 3W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF82	SS CHEST PKWY W 4W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF83	SS CHEST PKWY W 4W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF84	NS CHEST PKWY W 4W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF85	NS CHEST PKWY W 5W CLARKSON RD RAMP	On
25500 HPS Enrg&Maint	XCF86	SS CHEST PKWY W 5W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF87	CTR CHEST PKWY W W/O FONTAINE RD	On
25500 HPS Enrg&Maint	XCF88	CTR CHEST PKWY W W/O FONTAINE RD	On
25500 HPS Enrg&Maint	XCF89	CTR CHEST PKWY W W/O FONTAINE RD	On
25500 HPS Enrg&Maint	XCF90	CTR CHEST PKWY W W/O FONTAINE RD	On
25500 HPS Enrg&Maint	XCF91	CTR CHEST PKWY W W/O FONTAINE RD	On
25500 HPS Enrg&Maint	XCF92	CTR CHEST PKWY W W/O FONTAINE RD	On
25500 HPS Enrg&Maint	XCF93	CTR CHEST PKWY W W/O FONTAINE RD	On
25500 HPS Enrg&Maint	XCF94	CTR CHEST PKWY W W/O FONTAINE RD	On
25500 HPS Enrg&Maint	XCF95	CTR CHEST PKWY W W/O JUSTICE POST	On
25500 HPS Enrg&Maint	XCF96	CTR CHEST PKWY W W/O JUSTICE POST	On
25500 HPS Enrg&Maint	XCF97	CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF98	CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF99	CTR CHEST PKWY W W/O JUSTICE POST RD	On

<b>Component Type</b>	<b>Light Number</b>	<b>Pole Number</b>	<b>Light Location</b>	<b>Light Status</b>
50000 HPS Direct	CF30		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF31		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF32		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF33		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF34		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF35		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF36		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF37		165 PUBLIC WORKS DR	On
50000 HPS Enclosed	CF38		165 PUBLIC WORKS DR	On

<b>Component Type</b>	<b>Light Number</b>	<b>Pole Number</b>	<b>Light Location</b>	<b>Light Status</b>
9500 HPS Enclosed	CF0006		NS OLD CHESTERFIELD RD 5PE WILDHORSE SUB	On
25500 HPS Enclosed	CF0023		ES WILSON S OF WILD HORSE CREEK	On
9500 HPS Post Top	CF10		15481 HIGHCROFT DR	On
9500 HPS Enclosed	CF22		NEC CLARKSON RD & PARK FOREST DR	On
50000 HPS Direct	CF30		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF31		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF32		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF33		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF34		165 PUBLIC WORKS	On
50000 HPS Direct	CF35		165 PUBLIC WORKS	On
50000 HPS Direct	CF36		165 PUBLIC WORKS	On
50000 HPS Direct	CF37		165 PUBLIC WORKS	On
50000 HPS Direct	CF38		165 PUBLIC WORKS	On
9500 HPS Enclosed	CF4		NWC PACLAND PL & KEHRS MILL RD	On
9500 HPS Enclosed	CF5		SWC OLIVE ST & WHITE RD	On
25500 HPS Enclosed	CF7		CHSTRFIELD AIRPORT RD&CHSTRFLD IND BLVD	On
9500 HPS Enclosed	CF8		OLIVE & FAUST PARK ENT	On
9500 HPS Enclosed	CF9		OLIVE & FAUST PARK ENT	On

UNION ELECTRIC COMPANY ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 58
CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO. 58

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 15 (M)
STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED

DEC 15 2016

RATE PER UNIT PER MONTH LAMP AND FIXTURE

\* The Light Emitting Diode (LED) offerings under sections A. and B. below will be made available to customers beginning on or about April 1, 2016.

A. LED Standard horizontal enclosed luminaire on existing wood pole:

Table with 2 columns: Watts, Rate. Rows: 40-50 (\$11.35), 90-110 (\$16.07), 180-220 (\$29.73)

B. LED Standard side mounted, open bottom luminaire on existing wood pole:

Table with 2 columns: Watts, Rate. Row: 40-50 (\$9.92)

\* The High Pressure Sodium and Mercury Vapor offerings under sections C. and D. below will only be available for new installations through on or about March 31, 2016. After such time, Company will replace these existing fixtures, upon failure, with an LED fixture under sections A. and B.

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

Table with 4 columns: High Pressure Sodium (Lumens, Rate), Mercury Vapor (Lumens, Rate). Rows: 9,500 (\$12.41), 25,500 (\$17.93), 50,000 (\$31.97); 6,800 (\$12.41), 20,000 (\$17.93), 54,000 (\$31.97)

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

Table with 4 columns: High Pressure Sodium (Lumens, Rate), Mercury Vapor (Lumens, Rate). Rows: 5,800 (\$10.05), 9,500 (\$10.98); 3,300 (\$10.05), 6,800 (\$10.98)

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

Table with 4 columns: High Pressure Sodium (Lumens, Rate), Mercury Vapor (1) (Lumens, Rate). Rows: 9,500 (\$22.99); 3,300 (\$21.73), 6,800 (\$22.99)

\*Indicates Addition

DATE OF ISSUE December 17, 2015 DATE EFFECTIVE January 16, 2016
ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS



**UNION ELECTRIC COMPANY**

**ELECTRIC SERVICE**

MO.P.S.C. SCHEDULE NO. 6

2nd Revised

SHEET NO. 58.2

CANCELLING MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 58.2

APPLYING TO

**MISSOURI SERVICE AREA**

**SERVICE CLASSIFICATION NO. 5(M)**

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

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.

\* Fuel and Purchased Power Adjustment (Rider FAC) The kilowatt-hours for lighting service provided under the terms of this Service Classification shall be subject to the provisions of Company's Fuel and Purchased Power Adjustment Clause (Rider FAC). The kilowatt-hour consumption of each lamp, whose operating hours are determined by a photoelectric control, shall be determined from the manufacturer's rated wattage multiplied by the number of hours of operation for the month, in accordance with the following schedules:

<u>** LED (Watts)</u>	<u>** LED (Billed Watts)</u>	<u>* Billing Month</u>	<u>* Burning Hours</u>
40-50	45	January	408
90-110	105	February	347
180-220	210	March	346
		April	301
		May	279
		June	255
		July	272
		August	298
		September	322
		October	368
		November	387
		December	417

<u>* Lamp Size (Lumens)</u>	<u>* Rating (Watts)</u>
<u>H. P. Sodium</u>	
5,800	70
9,500	120
16,000	202
25,500	307
50,000	482
140,000	1000
<u>Mercury Vapor</u>	
3,300	127
6,800	207
11,000	294
20,000	455
42,000	700
54,000	1080
<u>Metal Halide</u>	
34,000	450
100,000	1100

\*Indicates Reissue

\*\*Indicated Addition

DATE OF ISSUE December 17, 2015 DATE EFFECTIVE January 16, 2016  
 ISSUED BY Michael Moehn President St. Louis, Missouri  
NAME OF OFFICER TITLE ADDRESS

MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 58.3

CANCELLING MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 58.3

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 at that time, Company will make the requested changes, within the parameters described below, provided 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 be prorated based on the removal and installation dates.

\*Indicates Reissue

\*\*Indicates Change

DATE OF ISSUE December 17, 2015

DATE EFFECTIVE January 16, 2016

ISSUED BY Michael Moehn  
NAME OF OFFICER

President  
TITLE

St. Louis, Missouri  
ADDRESS





M.O.P.S.C. SCHEDULE NO. 61st RevisedSHEET NO. 58.5CANCELLING M.O.P.S.C. SCHEDULE NO. 6OriginalSHEET NO. 58.5

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)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 III.Q - Special Facilities.

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.

DATE OF ISSUE December 17, 2015DATE EFFECTIVE January 16, 2016ISSUED BY Michael Moehn  
NAME OF OFFICERPresident  
TITLESt. Louis, Missouri  
ADDRESS

**UNION ELECTRIC COMPANY**

**ELECTRIC SERVICE**

MO.P.S.C. SCHEDULE NO. 6

2nd Revised

SHEET NO. 59

CANCELLING MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 59

APPLYING TO

**MISSOURI SERVICE AREA**

**SERVICE CLASSIFICATION NO. 6(M)**

**STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED**

DEC 15 2016

**\* MONTHLY RATE FOR METERED SERVICE**

Customer Charge Per Meter \$6.71 per month  
 Energy Charge 4.54¢ per kWh

**\* RATE PER UNIT PER MONTH FOR UNMETERED SERVICE**

Customer Charge per account \$6.71 per month

	Energy & Maintenance(1)	Energy Only(2)
<u>H.P. Sodium</u>		
9,500 Lumens, Standard	\$ 3.61	\$ 1.75
16,000 Lumens, Standard	N/A	\$ 2.98
25,500 Lumens, Standard	\$ 6.28	\$ 4.47
50,000 Lumens, Standard	\$ 9.07	\$ 7.03
<u>Metal Halide</u>		
5,500 Lumens, Standard	\$ 5.22	N/A
12,900 Lumens, Standard	\$ 6.25	N/A
<u>Mercury Vapor</u>		
	(3)	
3,300 Lumens, Standard	\$ 3.61	\$ 1.85
6,800 Lumens, Standard	\$ 4.70	\$ 3.01
11,000 Lumens, Standard	\$ 6.36	\$ 4.29
20,000 Lumens, Standard	\$ 8.43	\$ 6.62
42,000 Lumens, Standard	N/A	\$11.03
54,000 Lumens, Standard	\$18.00	\$15.75
<u>Light Emitting Diodes (LED)</u>		
		<u>Energy Only</u>
2,500 Lumens, 40 W		\$0.60
5,000 Lumens, 70 W		\$1.06
4,250 Lumens, 85 W Post Top		\$1.28
12,500 Lumens, 180 W		\$2.73
19,000 Lumens, 260 W		\$3.94

- (1) Company will furnish electric energy, furnish and replace lamps, and adjust and replace control mechanisms, as required.
  - (2) Limited to lamps served under contracts initiated prior to September 27, 1988.
  - (3) Maintenance of lamps and fixtures limited to customers served under contracts prior to November 15, 1991.
- N/A Not Available.

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

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.

\* Indicates Change.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2014-0258.

DATE OF ISSUE May 6, 2015 DATE EFFECTIVE May 30, 2015

ISSUED BY Michael Moehn President St. Louis, Missouri  
NAME OF OFFICER TITLE ADDRESS

**UNION ELECTRIC COMPANY**

**ELECTRIC SERVICE**

MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 59.1

CANCELLING MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 59.1

APPLYING TO

MISSOURI SERVICE AREA

**SERVICE CLASSIFICATION NO. 6(M)**

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

\*\* Discount For Franchised Municipal Customers (Cont'd.) 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.

Fuel and Purchased Power Adjustment (Rider FAC) The kilowatt-hours for lighting service provided under the terms of this Service Classification shall be subject to the provisions of Company's Fuel and Purchased Power Adjustment Clause (Rider FAC). The kilowatt-hour consumption of each lamp, whose operating hours are determined by a photoelectric control, shall be determined from the manufacturer's rated wattage multiplied by the number of hours of operation for the month, in accordance with the following schedules:

<u>Lamp Size</u> <u>(Lumens)</u>	<u>Rating</u> <u>(Watts)</u>	<u>Billing</u> <u>Month</u>	<u>Burning</u> <u>Hours</u>
<u>H. P. Sodium</u>			
9,500	120	January	408
16,000	202	February	347
25,500	307	March	346
50,000	482	April	301
		May	279
		June	255
<u>Mercury Vapor</u>			
3,300	127	July	272
6,800	207	August	298
11,000	294	September	322
20,000	455	October	368
42,000	700	November	387
54,000	1080	December	417

Metal Halide

5,500	122
12,900	206

\* Light Emitting Diodes (LED)

2,500	40
5,000	70
4,250	85
12,500	180
19,000	260

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 Addition.

\*\* Indicates Reissue.

DATE OF ISSUE September 30, 2013

DATE EFFECTIVE October 30, 2013

ISSUED BY Warner L. Baxter  
NAME OF OFFICER

President & CEO  
TITLE

St. Louis, Missouri  
ADDRESS

M.O.P.S.C. SCHEDULE NO. 6OriginalSHEET NO. 59.2

CANCELLING M.O.P.S.C. SCHEDULE NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

APPLYING TO \_\_\_\_\_

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 6 (M)STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd.)**1. RATE APPLICATION**

Available for automatically controlled dusk-to-dawn lighting where customer furnishes, installs and owns all street and outdoor area lighting facilities. Lighting service provided under this Service Classification shall consist of metered service with all maintenance of such facilities provided by the customer, or unmetered service as provided for or limited by the rate section of this Classification. The metered service portion of this Classification is not available on an individual premises where all other electric service thereon is provided to an individual customer or entity. Any account billed under the provisions of the metered portion of this Classification on September 1, 1992 may continue to be billed under such provisions until alternative or replacement rates or tariff options are approved by the Commission.

**2. CHARACTER OF SERVICE SUPPLIED**

Company will specify and provide a standard single- and/or three-phase alternating current secondary service voltage. Where customer requires and Company supplies service at a primary service voltage, customer shall furnish all transformers necessary to transform such service to a secondary service voltage.

**3. GENERAL PROVISIONS**

- a. Customer shall pay all costs incurred by Company in constructing any line extensions required in providing said lighting service to the point or points of delivery designated by Company, in accordance with the provisions of Section III.Q-Special Facilities.
- b. Where required, customer shall install suitable switching, protective equipment, meter loop, space and mounting facilities as determined by the Company.
- c. All equipment owned and installed by customer shall be of a type acceptable to Company and shall be maintained by customer in a condition satisfactory to and approved by the appropriate electrical inspection authority.
- d. Where required for connection to customer's lighting system, customer shall provide, without cost to Company, wire of sufficient length to reach a point specified by Company on Company's secondary distribution system and Company will make the required connection. Such wire may be removed by Company at any time after termination of service hereunder.

DATE OF ISSUE May 31, 2013DATE EFFECTIVE June 30, 2013ISSUED BY Warner L. Baxter  
NAME OF OFFICERPresident & CEO  
TITLESt. Louis, Missouri  
ADDRESS

MO.P.S.C. SCHEDULE NO. 6OriginalSHEET NO. 59.3

CANCELLING MO.P.S.C. SCHEDULE NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

APPLYING TO \_\_\_\_\_

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 6 (M)STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd.)3. GENERAL PROVISIONS (Cont'd.)

- e. 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.
- f. Customer shall notify Company immediately if any changes are made in customer's installation.
- g. Company may refuse to make the initial connection or may discontinue service to any installation if there is any engineering, construction, safety, legal or practical reason for doing so.
- h. 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, Company, upon receipt of either written or verbal instructions from customer, may at its option, 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 the Company's current Productive man-hour rate including applicable overhead for all labor expended and 1.2 times all direct costs or charges incurred by Company for all materials and any related items. All charges and payments hereunder shall be in addition to the monthly charge for normal maintenance.

4. 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.

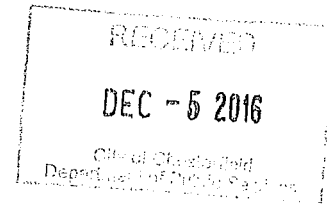
DATE OF ISSUE May 31, 2013DATE EFFECTIVE June 30, 2013ISSUED BY Warner L. BaxterPresident & CEOSt. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

**CHESTERFIELD  
STREET LIGHT**



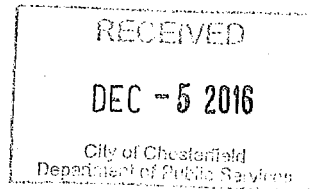
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**Changed and/or Added Language**

- Ameren UE changed to **Ameren Missouri**
- The word "Appropriate" changed to **Appreciate**
- Section 1 – City of Chesterfield, State of Missouri Hereinafter called "**City**"
- Ameren Missouri – hereinafter called "**Company**"
- City Administrator changed to "**Mayor**"
- Section 5 – Ordinance changed to "**ordinance**"
- The word "signed" changed to "**approved**"
- MAYOR changed to "**Mayor, City of Chesterfield**"
- Contract for Street and Outdoor Lighting changed to "**Exhibit A - Contract for Street and Outdoor Lighting Service**"
- Union Electric Company, d/b/a Ameren UE changed to "**Union Electric Company d/b/a Ameren Missouri**"
- City of Chesterfield changed to "**Customer**"
- other "public" changed to other "**outdoor**"
- Paragraph 1 - Street and Outdoor "**Area**" Lighting Service.
- Paragraph 2 Tariffs – Add: Company's Rate Schedules in effect at the time service is provided. These tariffs may be amended as allowed by state law governing electrical corporations.
- Paragraph 4 – Add "**the**" Customer
- Customer Service "**Advisor**", **6450 Highway MM, House Springs, MO 63051**
- Paragraph 5 – Term – "**The contract is ten (10) years. This contract expires on \_\_\_\_\_**".
- IN WITNESS WHEREOF...add "**and effective**"

### Deleted Language

- Paragraph 2 Tariffs – Delete "Company's tariffs" and add "Company's Rate Schedules.
- Paragraph 3 Right to Install Company Facilities. – Delete "for service to the now existing or hereafter extended service being delivered to the Customer" and Delete "roads" and add "avenues"
- Paragraph 4 – Notice - Delete – "the term shall be ten (10) years from date of installation as designated in Appendix 1 and additional addendum"



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690 Chesterfield Pkwy W • Chesterfield MO 63017-0760  
Phone: 636-537-4000 • Fax 636-537-4798 • [www.chesterfield.mo.us](http://www.chesterfield.mo.us)

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I, Martha L. DeMay, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Ordinance No. 1873 adopted by City Council on September 18, 2002, at an official meeting of said City Council.

In addition, I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield.

In witness thereof, I have hereunto set my hand as City Clerk this 19th day of September 2002.

Martha L. DeMay, City Clerk



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.

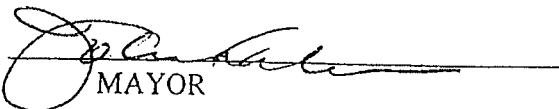
Section 2. The City hereby grants to Union Electric Company, d/b/a Ameren UE, its successors and assigns, while engaged in the performance of said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and related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

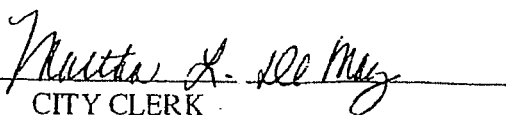
Section 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

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

Passed and signed this 18th day of September, 2007

  
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:

A. Waters  
ASS'T. Secretary

CITY OF CHESTERFIELD

By: Michael J. Spring  
City Administrator

ATTEST:

M. H. May  
City Clerk

CITY OF CHESTERFIELD

00

DISTRIBUTION POLE

25500 LUMEN LAMPS @ \$11.27 PER MONTH  
1, 7, 23, 24  
4 LAMPS FOR THIS RATE

9500 LUMEN LAMPS @ \$7.79 PER MONTH  
3, 4, 5, 6  
4 LAMPS FOR THIS RATE

ORNAMENTAL STANDARD

9500 LUMEN LAMPS @ \$7.79 PER MONTH  
8, 9, 22  
3 LAMPS FOR THIS RATE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 23rd Revised SHEET NO. 39

CANCELLING SCHEDULE NO. 5 22nd Revised SHEET NO. 39

APPLYING TO MISSOURI SERVICE AREA

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:

<u>High Pressure Sodium</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$ 7.79	6,800	\$ 7.79
25,500	\$11.27	20,000	\$11.27
50,000	\$20.08	54,000	\$20.08
		108,000	\$40.18

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

<u>High Pressure Sodium</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$ 6.90	3,300	\$ 6.31
		6,800	\$ 6.90

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

<u>High Pressure Sodium</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$14.44	3,300	\$13.65
		6,800	\$14.44

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

<u>High Pressure Sodium</u>		<u>Metal Halide</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
25,500	\$14.30	34,000	\$14.30	20,000	\$14.30
50,000	\$22.61	100,000	\$45.21	54,000	\$22.61

(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

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-95-411.

P.S.C. Mo. DATE OF ISSUE July 26, 1995 DATE EFFECTIVE August 1, 1995

ILL. C.C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

IA. ST. C. C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. W. Mueller President & CEO St. Louis, Missouri  
NAME OF OFFICER TITLE ADDRESS

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 22nd Revised SHEET NO. 40

CANCELLING SCHEDULE NO. 5 21st 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	\$ 6.97 per pole
Ornamental Concrete Pole	\$15.63 per pole
Steel Breakaway Pole	\$47.00 per pole
Standard Two-Conductor Overhead Cable	\$ 2.16 per span
Underground Cable Installed In and Under Dirt	6.41¢ per foot
All Other Underground Cable Installations	12.21¢ 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	\$ 7.47
2,500 "	10.09
4,000 "	11.64
6,000 "	12.92
10,000 "	17.54

\*Indicates Change

P.S.C. Mo. DATE OF ISSUE February 9, 1996 DATE EFFECTIVE April 1, 1996

ILL. C.C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

IA. ST. C. C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. W. Mueller President & CEO St. Louis, Missouri

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 27th Revised SHEET NO. 41

CANCELLING SCHEDULE NO. 5 26th Revised SHEET NO. 41

APPLYING TO MISSOURI SERVICE AREA

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	\$14.44
11,000 Lumens, Mercury Vapor, Open Bottom	6.90
11,000 Lumens, Mercury Vapor, Horizontal Enclosed	7.79
42,000 Lumens, Mercury Vapor, Horizontal Enclosed	20.08
5,800 Lumens, H.P. Sodium, Open Bottom	6.31
16,000 Lumens, H.P. Sodium, Horizontal Enclosed	7.79
34,200 Lumens, H.P. Sodium, Directional(2)	14.30
140,000 Lumens, H.P. Sodium, Directional	45.21
20,000 Lumens, Metal Halide, Directional	14.30

(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

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-95-411.  
 P.S.C. No. DATE OF ISSUE July 26, 1995 DATE EFFECTIVE August 1, 1995

ILL. C.C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

IA. ST. C. C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. W. Mueller President & CEO St. Louis, Missouri



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

NAME OF OFFICER

TITLE

ADDRESS

P.S.C. NO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 11th Revised SHEET NO. 43

CANCELLING SCHEDULE NO. 7 10th Revised SHEET NO. 43

APPLYING TO MISSOURI SERVICE AREA

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 III.Q - Special Facilities.

\*Indicates Change

P.S.C. NO. DATE OF ISSUE March 30, 1990

DATE EFFECTIVE May 5, 1990

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. 44

CANCELLING SCHEDULE NO. 5

10th Revised

SHEET NO. 44

APPLYING TO

MISSOURI SERVICE AREA

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.

\*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

NAME OF OFFICER

TITLE

ADDRESS

UNION ELECTRIC COMPANY ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 12th Revised SHEET NO. 45  
 CANCELLING SCHEDULE NO. 5 11th Revised SHEET NO. 45

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 6(M)  
STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED

\*Monthly Rate For Metered Service

Customer Charge Per Meter \$4.69 per month  
 Energy Charge 3.17¢ per kWh

\*Rate Per Unit Per Month For Unmetered Service

Customer Charge per account \$4.69 per month

<u>H.P. Sodium</u>	<u>Energy &amp; Maintenance(1)</u>	<u>Energy Only(2)</u>
9,500 Lumens, Standard	\$ 2.53	\$ 1.22
16,000 Lumens, Standard	N/A	2.08
25,500 Lumens, Standard	4.40	3.13
50,000 Lumens, Standard	6.34	4.92
<u>Mercury Vapor (3)</u>		
3,300 Lumens, Standard	\$ 2.53	\$ 1.30
6,800 Lumens, Standard	3.29	2.11
11,000 Lumens, Standard	4.44	3.00
20,000 Lumens, Standard	5.89	4.63
42,000 Lumens, Standard	N/A	7.71
54,000 Lumens, Standard	12.58	11.02

- (1) Company will furnish electric energy, furnish and replace lamps, wash lamps and luminaires, and adjust and replace control mechanisms, as required.
  - (2) Limited to lamps served under contracts initiated prior to September 27, 1988.
  - (3) Maintenance of lamps and fixtures limited to customers served under contracts prior to November 15, 1991.
- N/A--Not Available.

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

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

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-95-411.  
 P.S.C. Mo. DATE OF ISSUE July 26, 1995 DATE EFFECTIVE August 1, 1995  
 ILL. C.C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_  
 IA. ST. C.C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. W. Mueller President & CEO St. Louis, Missouri  
 NAME OF OFFICER TITLE ADDRESS

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 19th Revised SHEET NO. 46  
 CANCELLING SCHEDULE NO. 5 18th Revised SHEET NO. 46

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 6(M)

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

1. Rate Application. Available for automatically controlled dusk-to-dawn lighting where customer furnishes, installs and owns all street and outdoor area lighting facilities. Lighting service provided under this Service Classification shall consist of metered service with all maintenance of such facilities provided by the Customer, or unmetered service as provided for or limited by the rate section of this Classification. The metered service portion of this Classification is not available on an individual premises where all other electric service thereon is provided to an individual customer or entity. Any account billed under the provisions of the metered portion of this Classification on September 1, 1992 may continue to be billed under such provisions until alternative or replacement rates or tariff options are approved by the Commission.
  
2. Character of Service Supplied. Company will specify and provide a standard single- and/or three-phase alternating current secondary service voltage. Where customer requires and Company supplies service at a primary service voltage, customer shall furnish all transformers necessary to transform such service to a secondary service voltage.
  
- \*3. General Provisions
  - a. Customer shall pay all costs incurred by Company in constructing any line extensions required in providing said lighting service to the point or points of delivery designated by Company, in accordance with the provisions of Section III.Q-Special Facilities.
  - b. Where required, customer shall install suitable switching, protective equipment, meter loop, space and mounting facilities as determined by the Company.
  - c. All equipment owned and installed by customer shall be of a type acceptable to Company and shall be maintained by customer in a condition satisfactory to and approved by the appropriate electrical inspection authority.
  - d. Where required for connection to customer's lighting system, customer shall provide, without cost to Company, wire of

\*Indicates Change

P.S.C. Mo. DATE OF ISSUE February 9, 1996 DATE EFFECTIVE April 1, 1996  
 ILL. C.C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_  
 IA. ST. C.C. DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. W. Mueller President & CEO St. Louis, Missouri  
NAME OF OFFICER TITLE ADDRESS

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 17th Revised SHEET NO. 47  
CANCELLING SCHEDULE NO. 5 16th Revised SHEET NO. 47

APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 6(M)  
STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd..)

3. General Provisions (Cont'd.)

\*sufficient length to reach a point specified by Company on Company's secondary distribution system and Company will make the required connection. Such wire may be removed by Company at any time after termination of service hereunder.

e. 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.

f. Customer shall notify Company immediately if any changes are made in customer's installation.

g. Company may refuse to make the initial connection or may discontinue service to any installation if there is any engineering, construction, safety, legal or practical reason for doing so.

h. 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, Company, upon receipt of either written or verbal instructions from customer, may at its option, 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 the Company's current Productive manhour rate including applicable overhead for all labor expended and 1.2 times all direct costs or charges incurred by Company for all materials and any related items. All charges and payments hereunder shall be in addition to the monthly charge for normal maintenance.

4. 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. Issued pursuant to Order of Mo.P.S.C. in Case No. ER-92-132.  
P.S.C. Mo. DATE OF ISSUE August 13, 1992 DATE EFFECTIVE September 1, 1992

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  
NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

APPENDIX

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO.

5

12th Revised

SHEET NO.

48

CANCELLING SCHEDULE NO.

5

11th Revised

SHEET NO.

48

APPLYING TO

MISSOURI SERVICE AREA

BLANK SHEET\*

\*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

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5

22nd Revised SHEET NO. 49

CANCELLING SCHEDULE NO. 5

21st Revised SHEET NO. 49

APPLYING TO MISSOURI SERVICE AREA

BLANK SHEET\*

\*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