

Bill No. 762

Ordinance Number 762

**AN ORDINANCE APPROVING AN AGREEMENT FOR PROVISION OF INFORMATION AS TO SUCCESSOR UTILITY SERVICE BETWEEN AMEREN CORPORATION D/B/A AND THE VILAGE OF UPLANDS PARK, MISSOURI**

BE IT ORDAINED by the Board of Trustees of the Village of Uplands Park, St. Louis, County, Missouri as follows:

SECTION 1:


The Chairman of the Board of Trustees of the Village of Uplands Park, Missouri is hereby authorized and directed to execute an agreement between the Village of Uplands Park and Ameren Corporation d/b/a Ameren Missouri as per Exhibit "A" attached hereto and incorporated in the Ordinance by reference.

SECTION 2:

This ordinance shall be in full force and effect both from and after its passage and approval by the Board of Trustees of the Village of Uplands Park, Missouri.

This Bill was passed and approved this 12th day of December, 2016, by the Board of Trustees of the Village of Uplands Park, Missouri having been read by title or in full two times prior to passage.

  
\_\_\_\_\_  
B.W. Shelton  
Chairman

ATTEST:  
  
\_\_\_\_\_  
Izora Liggins  
Village Clerk

**AGREEMENT FOR PROVISION OF INFORMATION AS TO SUCCESSOR UTILITY SERVICE**

THIS AGREEMENT made and entered into by and between Ameren Corporation d/b/a Ameren Missouri, a public utility, (hereinafter referred to as "Ameren" and the Village of uplands Park, Missouri, an incorporated Missouri Municipality, (hereinafter referred to as "Village" or "City") on the 12th day of December, 2016, as follows:

Whereas, Ameren and Village maintain a franchise agreement for electrical service by residential or non-residential customers

Whereas, Ameren has the capability of notifying Village where there are successors of existing Utility service by residential or non-residential customers; and

Whereas, Village believes the provision of such information could measurably assist the enforcement of its Occupancy Code Provisions:

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained, the sufficiency of which is recognized by each entity the parties do further agree as follows:

1.) For any month in which there is a change of user of residential or non-residential rate for electric service within the Village, Ameren shall notify the Village Clerk or that person's designee, of the charges, indicating the address and apartment number or unit number in whose name the service is connected or billed.

2.) Ameren shall submit annually to the Village an invoice for its costs associated with such monthly report. The initial cost of this service will be \$150.00 payable to Ameren upon execution of this Agreement. Future price increases, if any, will only reflect the actual costs incurred by Ameren to provide this service. The Village shall pay Ameren the amount of such invoices within 30 days of receipt.

3.) Either party may cancel this Agreement upon 60 days written notice to the other, provided, however, that Ameren shall be paid pro rata for any services outstanding at the effective date of cancellation.

4.) Nothing in this Agreement shall be construed to affect any suit or proceeding currently pending in any county as of the effective date hereof, or any rights previously incurred, this Agreement being limited to the specific informational purposes as described herein.

Signed and sealed by each party hereto and effective on the date shown above, the same being that date of Agreement by the last signatory.

Village of Uplands Park, Missouri

By:   
B.W. Shelton, Chairman Date: