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OF COUNSEL
RICHARD T. CIOTTONE

January 10, 2002

Missouri Public Service Commission
Attn: Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
200 Madison Street, Suite 100
P. O. Box 360
Jefferson City, MO 65102-0360

FILED³

JAN 14 2002

Missouri Public
Service Commission

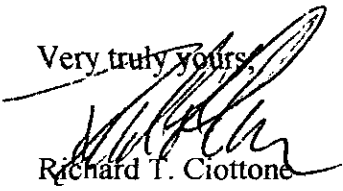
Re: Case No. WA-2001-288

VIA EXPRESS MAIL

Dear Secretary Roberts:

Enclosed for filing please find an original and eight copies of the Applicant's Verified Response to Order Directing Filing of Franchises in the above cause. The Commission's Order indicates that it will be effective January 19, 2002. In the interest of expediency, which is critical to the Applicant since the grant of the requested Certificate of Convenience and Necessity is a precondition to the Applicant's agreements to acquire the assets of both the City of Florissant and the City of Webster Groves, the Applicant waives this effective date. Thank you for your assistance and cooperation.

Very truly yours,


Richard T. Clottone
Attorney at Law
949 E. Essex Ave.
St. Louis, MO 63122
(314) 822-2355
fax (208) 275-0779
rtciottone@msn.com

Certificate of Service

Copies of this transmittal and its attachment have on the date below indicated been provided to the Office of Public Counsel, to the General Counsel to the Commission and to all parties of record.

 1-10-02

Service List

David P. Abernathy, Vice President
Missouri-American Water Company
535 N. New Ballas Rd.
St. Louis, MO 63141

Ruth O'Neill
Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

Shulamith Simon
Schlueter, Haywood, et al.
Suite 450 Bonhomme Place
7700 Bonhomme Ave.
St. Louis, MO 63105

Douglas R. Beach
Frank B. Curtis
Beach, Stewart, et al
222 South Central Ave, Suite 900
St. Louis, MO 63105

Leland B. Curtis
Curtis, Oetting, et al.
130 S. Bemiston, Suite 200
Clayton, MO 63105

Jim Merciel
Missouri Public Service Commission
200 Madison St.
Box 360
Jefferson City, MO 65102-0360

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³

JAN 14 2002

Missouri Public
Service Commission

In the Matter of the Application of St. Louis)
County Water Company, d/b/a Missouri-)
American Water Company, for Restatement)
And Clarification of its Certificate of)
Convenience and Necessity for St. Louis)
County, Missouri)

Case No. WA-2001-288

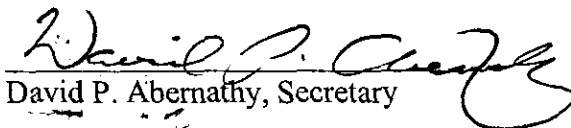
**VERIFIED RESPONSE
TO ORDER DIRECTING FILING OF FRANCHISES**

Comes now St. Louis County Water Company, d/b/a Missouri-American Water Company, and in response to the Commission's ORDER DIRECTING FILING in the above cause, herewith files its statement, verified by its President and attested to by its Secretary, showing that it has received municipal franchises from the Cities of Florissant and Webster Groves, copies of which are attached hereto, and that such franchises are valid and in full force and effect.

St. Louis County Water Company
d/b/a Missouri-American Water Company


Eric W. Thornburg, President

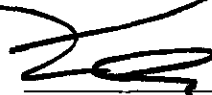
Attest:


David P. Abernathy, Secretary

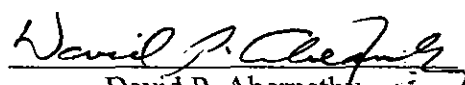
VERIFICATION

State of Missouri)
) ss
County of St. Louis)

On this ____ day of January, 2002, before me appeared Eric W. Thornburg and David P. Abernathy, to me personally known and being duly sworn, and did state that they are President and Secretary, respectively, of St. Louis County Water Company, d/b/a Missouri-American Water Company, and that the documents attached hereto are accurate copies of municipal franchises from the Cities of Webster Groves, Missouri and Florissant, Missouri to the Company, and that such franchises are valid and in full force and effect on the date hereof.

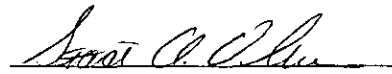


Eric W. Thornburg



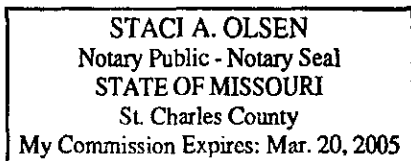
David P. Abernathy

Subscribed and sworn to before me on the day and date above written.

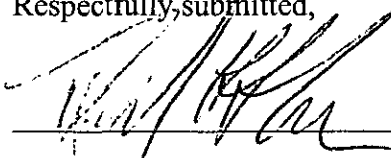


Notary

My Commission expires:



Respectfully submitted,

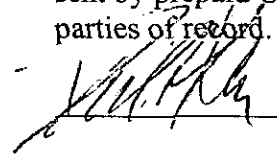


Richard T. Ciottone, Attorney for Applicant

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fax: (208) 275-0779
e-mail: rtciottone@msn.com

Certificate of Service

Copies of the foregoing, have on the date below written been sent by prepaid U.S. Mail to all parties of record.

 1-10-02

BILL NO. 8220

ORDINANCE NO. 8220

AN ORDINANCE GRANTING THE FRANCHISE FOR THE ST. LOUIS COUNTY WATER COMPANY d/b/a MISSOURI-AMERICAN WATER COMPANY CONTAINING THE RIGHT TO USE, FOR A PERIOD OF FIVE YEARS, THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF WEBSTER GROVES, ST. LOUIS COUNTY, MISSOURI, FOR THE PURPOSE OF INSTALLING, EXTENDING, MAINTAINING, AND OPERATING A WATER SYSTEM; REGULATING THE RIGHT TO USE AND EXCAVATE IN SAID STREETS AND OTHER PUBLIC PLACES, PROVIDING THAT THE COMPANY SHALL HOLD THE SAID CITY HARMLESS FROM ALL DAMAGES FROM NEGLIGENCE IN THE CONSTRUCTION AND MAINTENANCE OF SAID WATER SYSTEM AND PROVIDING FOR THE ACCEPTANCE OF THE FRANCHISE BY THE SAID COMPANY.

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

Section 1. For good and valuable consideration, the City of Webster Groves, Missouri (hereinafter sometimes called the "City") hereby grants its franchise to the St. Louis County Water Company d/b/a Missouri-American Water Company (hereinafter sometimes called the "Company") including the rights to use the streets, avenues, alleys, parks and other public places (hereinafter sometimes called "public rights-of-way") within the City as now bounded, and within any future extensions of its limits, for the purpose of putting down, laying, maintaining or using water mains, water pipes, fire hydrants and other appliances belonging to or connected with the water works for supplying water for a term or period of five (5) years after this Ordinance is passed and approved.

Section 2. No person or corporation shall be permitted, and the City shall not grant to any person or corporation, the right to install, extend or maintain any water, gas, telephone, sewer or other system, or any pipes, mains, conduits or wires, so as to injure, damage or interfere with the water system, pipes, hydrants or mains of the Company, nor shall the City vacate away

any public rights-of-way containing Company's facilities without the Company's prior approval, nor shall any person or corporation be permitted or granted the right to interfere in any way with any of the public rights granted hereunder to the Company to operate, install, extend or maintain its water system or to use the City's rights-of-way as provided herein. The City may make allocations of public rights-of-way for the installation of new facilities among various applicants so that facilities do not conflict or unnecessarily interfere with each other, provided that no applicant lawfully entitled to utilize such public rights-of-way is effectively thereby deprived of the use of such public rights-of-way by such allocations. City may not require relocation of existing facilities in the pursuit of such allocations without reimbursement, and the City will not knowingly allow permit applicants to install facilities in conflict with each other or in a manner that would render access to facilities unreasonably dangerous, costly or impractical

Section 3. There shall be no unreasonable or unnecessary obstruction of the public rights-of-way of said City by the said Company in constructing any of the work herein provided for, and in placing, taking up and repairing any mains, hydrants, conduits, structures and devices requisite for the service of water. After using said public rights-of-way, the Company shall restore them to a condition of safety immediately and remove any construction debris. As soon as weather permits, but in no event later than six months, the Company shall restore them as nearly as practicable to their former condition. The Company shall hold the City harmless for any and all damage arising from negligence or mismanagement of said Company or its subcontractors in constructing, extending, or maintaining the said works. Danger signal lights are to be kept burning all night along the line of all street excavations and temporary barricades are to be erected and maintained at all times at the boundaries of all trenches and at all streets where they cross said excavation. For any failure on the part of the Company to comply with all the provisions of this Section, the City is authorized to post such danger signal lights and erect such barricades as it deems necessary to ensure the safety of its public rights-of-way and its citizens and to obtain reimbursement from the Company for any such reasonable expenses

related thereto. This Section shall not affect or repeal any ordinance of the City that contains any reasonable regulations for the control and maintenance of the public rights-of-way of the City. All general ordinances for the control and maintenance of the public rights-of-way in the City shall be effective against the Company so far as such ordinances are reasonably applicable to the condition and business of the Company, and charges to the Company for any use of the public rights-of-way shall be limited to reasonable rights-of-way management costs.

Section 4. In consideration of the right to use the public rights-of-way as herein provided, the Company shall supply consumers within the limits of the City under the applicable schedule of water rates as now or hereafter approved by the Public Service Commission of Missouri.

Section 5. The Company may control the availability and use of its fire hydrants as described in its Rules and Regulations on file with and approved by the Missouri Public Service Commission. To the extent that hydrants are available for uses other than fighting fires as described in such Rules and Regulations, the Company will institute special rules for use of such hydrants by City employees which do not require the City employees to visit the Company more frequently than annually to obtain permits, pay fees or otherwise accommodate the Company's reasonable requirements for the use of such hydrants. The Company may make reasonable requirements for telephone notification by City with respect to each hydrant accessed and may require the payment of appropriate usage fees in advance, which such fees shall not be in excess of those charged to other governments or as permitted by the Company's tariffs, Rules and Regulations on file with and approved by the Missouri Public Service Commission. Such special accommodations shall be available only to City's employees.

Section 6. The Company shall provide the City with a telephone number for emergencies which will be directed to a human respondent (as opposed to an answering machine) at all times, twenty-four hours per day, seven days per week. The Company will also provide the City with at least one back-up number not available to the general public for emergency use at any time,

provided that the City agrees that it will not use any back-up number during non-business hours except in cases of emergency and not until efforts to obtain satisfaction with the primary emergency number have not proved fruitful.

Section 7. Except in cases of main breaks, damage to facilities by others or some other condition affecting the integrity of the water supply or the health and safety of the public, the Company will not begin an excavation within the City's public rights-of-way without prior notification to the City and application for appropriate excavation permits, the provision of which by the City shall not be unreasonably delayed or withheld. In situations of the aforesaid emergency situations, the Company will notify the City as soon as practicable and submit required excavation permit applications within three weeks following the commencement of the excavation.

Section 8. The Company must respond to and investigate any notices of water leaks within the City's rights-of-way, whether in writing or by telephone, in a timely manner. The Company may allow water to leak temporarily in the interest of not denying the public access to a water supply pending repairs, unless the leak is jeopardizing the health and safety of the public or causing damage to City or private property. The Company must indemnify the City from and against any claims attributable to Company's decision to permit leaking to continue, pending the availability of crews to perform a repair. If at any time City determines that a leak is endangering the health and safety of the public or damaging property(including undermining of public rights-of-way), it may instruct the Company in writing to discontinue the water supply to the leaking main or customer-owned service line and the Company will thereafter valve off the source of the leak as soon as reasonably possible. The Company will complete repairs to any of its mains and reinstitute water service as soon as reasonably possible, consistent with its statutory obligation to provide the public with safe and adequate service. Customer-owned service line repairs are not the responsibility of the Company.

Section 9. The Company shall at all times maintain a bond with a reputable surety

company in the amount of \$10,000.00 that guarantees its financial ability to pay all valid and enforceable fines or judgments of the City.

Section 10. The City shall, so far as possible, and within its corporate powers, adopt and enforce ordinances that will protect the Company in the safe and unmolested exercise of its franchise and rights hereunder and the City shall not enact any ordinances inconsistent with the rights and privileges herein granted. The Company may make and enforce, as part of the conditions upon which it may supply water to consumers, all necessary and reasonable rules and regulations governing the consumption of water, tapping of mains and the operation of works, not inconsistent with this Ordinance or the Asset Purchase Agreement between the Company and the City, it being understood that such rules and regulations must have been approved by the Public Service Commission before they become effective.

Section 11. After the passage and approval of this Ordinance, the Clerk shall supply to the Company a certified copy of this Ordinance. Thereupon within one hundred (100) days after the delivery of such certified copy of this Ordinance, the Company, by proper order and resolution of its Board of Directors, shall accept the terms and provisions of this Ordinance and shall sign and deliver an appropriate deed of acceptance thereof binding itself to carry out the terms and provisions of the Franchise as herein embodied, which deed of acceptance shall be duly signed by its President or Vice-President, sealed with its corporate seal and attested by the signature of its Secretary or Assistant Secretary, and the original thereof be delivered to the Mayor or the Clerk of the City. The term of five (5) years herein provided for shall commence upon the date of this Ordinance is signed and approved by the City Council and filed with the Clerk of the City.

Section 12. Neither acceptance of nor compliance with the provisions of this Ordinance, nor exercise of any right granted hereby, shall in any wise impair or affect, or constitute or be construed as a relinquishment or waiver of, any right, permission or authority which the Company, its successors or assign, may have independently of this Ordinance.

Section 13. All Ordinances or parts of Ordinances, insofar as they conflict with this Ordinance, are hereby repealed.

Section 14. 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 15. This Ordinance shall take effect as, from and after its passage by the City Council, provided, however, that the franchise granted hereby shall not be effective, and this Ordinance shall become null and void, if the terms hereof are not accepted by the Company as provided in Section 11.

Section 16. City and Company agree that there is presently pending before the Missouri Public Service Commission Case No. WA-2001-288 wherein the Company seeks restatement and clarification of its Certificate of Convenience and Necessity to serve St. Louis County, Missouri, which would include the authority from said Commission to serve City. City and other municipalities intervened in Case No. WA-2001-288 resulting in postponement and continuation of proceedings to facilitate the negotiation between the parties toward development of a generic franchise form that might prove to be acceptable to all of such intervenor cities. City and Company agree that if the aforesaid negotiations do produce a generic franchise form that is acceptable to the parties in Case No. WA-2001-288, the City, at its sole option, may adopt said generic franchise form, and Company and City will then undertake all steps legally necessary to rescind, amend or otherwise replace this instant franchise agreement with another which shall be substantially consistent with the generic form produced in negotiations in Case No. WA-2001-288.

Section 17. Nothing in this Franchise Ordinance shall supercede any provision or term in the document entitled ASSET PURCHASE AGREEMENT BETWEEN MISSOURI AMERICAN WATER COMPANY AND CITY OF WEBSTER GROVES which was approved

by the City and the Company on July 10, 2001.

Section 18. This ordinance shall not be printed in the Code of the City of Webster Groves.

Section 19. This ordinance shall become effective immediately upon passage and approval.

PASSED AND APPROVED this 4th day of SEPTEMBER 2001.


MAYOR

ATTEST:


City Clerk

INTRODUCED BY COUNCIL AS A WHOLE
DECEMBER 10, 2001

BILL NO. 7531

ORDINANCE NO. 6635

AN ORDINANCE GRANTING THE FRANCHISE FOR THE ST. LOUIS COUNTY WATER COMPANY d/b/a MISSOURI-AMERICAN WATER COMPANY CONTAINING THE RIGHT TO USE, FOR A PERIOD OF TWENTY YEARS, THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, FOR THE PURPOSE OF INSTALLING, EXTENDING, MAINTAINING, AND OPERATING A WATER SYSTEM; REGULATING THE RIGHT TO USE AND EXCAVATE IN SAID STREETS AND OTHER PUBLIC PLACES, PROVIDING THAT THE COMPANY SHALL HOLD THE SAID CITY HARMLESS FROM ALL DAMAGES FROM NEGLIGENCE IN THE CONSTRUCTION AND MAINTENANCE OF SAID WATER SYSTEM AND PROVIDING FOR THE ACCEPTANCE OF THE FRANCHISE BY THE SAID COMPANY.

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

Section 1. In recognition of the benefits to the City of Florissant, (hereinafter sometimes called the "City"), and to its citizens to be derived from the continuation, extension and operation of the system of water works and system of distribution mains and pipe lines within the City, now owned and operated by the St. Louis County Water Company d/b/a Missouri-American Water Company (hereinafter sometimes called the "Company"), and as an inducement to the said Company to carry out extension of said water works and distribution system, and to accept the terms and provisions of this franchise, the City hereby grants its franchise to the Company including the rights to use the public rights-of-way within the City as now bounded, and within any future extensions of its limits, for the purpose of putting down, laying, maintaining or using water mains, water pipes, fire hydrants and other appliances belonging to or connected with the water works for supplying water for a term or period of twenty (20) years after this Ordinance is passed and approved.

Section 2. The financial responsibility for relocations of the Company's facilities within the City's rights-of-way shall be determined by State law as shall be specified by Statute or common law at the time of the relocation, and nothing herein shall be construed to confer upon the Company or the City any rights inconsistent therewith.

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ORDINANCE. NO. 6635

The City will not vacate any public right-of-way containing any Company facilities without first advising the Company of its intention to vacate the right-of-way and cooperating with the Company in reasonable attempts to obtain the necessary property rights to maintain its facilities in the right-of-way.

Section 3. The Company shall obtain a right-of-way permit prior to conducting work on its facilities within the public rights-of-way unless such work must be performed on an emergency basis, then the Company shall notify the city of the location of the work by telephone call to a number provided by the City upon beginning an excavation, and shall then apply for the required permit within three weeks following the commencement of the facilities work.

There shall be no unreasonable or unnecessary obstruction of the public rights-of-way of said City by the said Company in constructing any of the work herein provided for, and in placing, taking up and repairing any mains, hydrants, conduits, structures and devices requisite for the service of water. After using said public rights-of-way, the Company shall restore them to a condition of safety immediately, and depending on weather and other restoration obligations, Company shall restore them as nearly as practicable in accordance with the reasonable standards of the City within six months. The Company shall hold the City harmless for any and all damage arising from negligence or mismanagement of said Company or its subcontractors in constructing, extending, restoring or maintaining the said works. All excavations and work areas are to be safeguarded throughout the duration of work. Traffic controls should be placed and maintained as required by the Manual on Uniform Traffic Control Devices. For any failure on the part of the Company to comply with any of the provisions of this Section within forty-eight hours following written notice delivered to a supervisor or manager at either the main offices or the service center for said Company of the existence of said failure, said notice to be signed by the Mayor or City Administrator or his or her designee, said Company shall, in addition to saving the City harmless from any such negligence or mismanagement, owe and be indebted to the City in the sum of \$100 for each and every day for which said Company shall refuse, fail or neglect to remedy the defects and failure specifically mentioned in such notice. The Company may appeal the imposition of the foregoing sanction on the basis of legality or reasonableness of the City's requirements by certified letter to the City Administrator or other primary municipal official, during which appeal the foregoing sanctions shall be tolled. The appeal shall be presented to the Board, Council or other designated governing body of the City for a

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determination of legality and reasonableness, and may thereafter be pursued to the St. Louis County Circuit Court of equity by either party within ten days following a final determination by City's Board, Council or other designated governing body. During the pendency of such appeal, the Company shall not be absolved of its obligation to indemnify the City from and against any claims or causes of actions by others arising out of the actions or inactions of the Company or its subcontractors in the use of the City's rights-of-way and if said penalty is upheld, the Company may be ordered to pay any amount due that had not been tolled due to the appeal. This Section shall not affect or repeal any ordinance of the City that contains any reasonable regulations for the control and maintenance of the streets, avenues, alleys, parks, rights of way and other public places of the City. All general ordinances for the control and maintenance of public rights-of-way in the City shall be effective against the Company so far as such ordinances are reasonably applicable to the condition and business of the Company, and charges to the Company for any use of the public rights-of-way shall be limited to reasonable rights-of-way management costs. Nothing herein shall prohibit a City from imposing a gross receipts tax otherwise authorized by law.

Section 4. In consideration of the right to use the public rights-of-way as herein provided, the Company shall supply consumers within the limits of the City under the applicable schedule of water rates as now or hereafter approved by the Public Service Commission of Missouri.

Section 5. The Company may control the availability and use of its fire hydrants as described in its Rules and Regulations on file with and approved by the Missouri Public Service Commission. To the extent that hydrants are available for uses other than fighting fires as described in such Rules and Regulations, the Company will institute special rules for use of such hydrants by City employees which do not require the City employees to visit the Company more frequently than annually to obtain permits, pay fees or otherwise accommodate the Company's reasonable requirements for the use of such hydrants. The Company may make reasonable requirements for telephone notification by City with respect to each hydrant accessed and may require the payment of appropriate usage fees in advance, which such fees shall not be in excess of those charged to other governments or as permitted by the Company's tariffs, Rules and Regulations on file with and approved by the Missouri Public Service Commission. Such special accommodations shall not be available to City's agents or subcontractors, but are available only

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ORDINANCE. NO. 6635

to City's employees.

Section 6. The Company shall provide the City with a telephone number for emergencies which will be directed to a human respondent (as opposed to an answering machine) at all times, twenty-four hours per day, seven days per week. The Company will also provide the City with at least one back-up number not available to the general public for emergency use at any time, provided that the City agrees that it will not use any back-up number during non-business hours except in cases of emergency and not until efforts to obtain satisfaction with the primary emergency number have not proved fruitful.

Section 7. Except in cases of main breaks, damage to facilities by others or some other condition affecting the integrity of the water supply or the health and safety of the public, the Company will not begin an excavation within the City's public rights-of-way without prior notification to the City and application for appropriate excavation permits, the provision of which by the City shall not be unreasonably delayed or withheld. In situations of the aforesaid emergencies, the Company's obligations are set forth in Section 3.

Section 8. The Company must respond to and investigate any notices of water leaks within the City's rights-of-way, whether in writing or by telephone, in a timely manner. The Company may allow water to leak temporarily in the interest of not denying the public access to a water supply pending repairs, unless the leak is jeopardizing the health and safety of the public or causing damage to City or private property to include but not be limited to the public streets. The Company must indemnify the City from and against any claims attributable to Company's decision to permit leaking to continue, pending the availability of crews to perform a repair. If at any time City determines that a leak is endangering the health and safety of the public or damaging property, (including undermining public streets), it may instruct the Company in writing to discontinue the water supply to the leaking main or customer-owned service line and the Company will thereafter valve off the source of the leak as soon as reasonably possible. The Company will complete repairs to any of its mains and reinstitute water service as soon as reasonably possible, consistent with its statutory obligation to provide the public with safe and adequate service. Customer-owned service line repairs are not the responsibility of the Company.

Section 9. The Company shall at all times maintain a bond with a reputable surety company in the amount of \$500 that guarantees its financial ability to pay all valid and enforceable fines or judgments of the City. If at any time the Company either demonstrates or

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makes a claim of inability to pay any final and enforceable fine or judgment, the amount of this bond requirement shall thereafter be increased to \$50,000.

Section 10. The City shall, so far as possible, and within its corporate powers, adopt and enforce ordinances that will protect the Company in the safe and unmolested exercise of its franchise and rights hereunder, and against fraud and imposition, and against injury to the Company's property, nor shall the City enact any ordinances inconsistent with the rights and privileges herein granted. The City shall cooperate with the Company in the Company's effort to prevent the waste of water by consumers. The Company may make and enforce, as part of the conditions upon which it may supply water to consumers, all necessary and reasonable rules and regulations governing the consumption of water, tapping of mains and the operation of works, not inconsistent with this Ordinance, it being understood that such rules and regulations must have been approved by the Public Service Commission before they become effective.

Section 11. After the passage and approval of this Ordinance, the Clerk shall supply to the Company a certified copy of this Ordinance. Thereupon within one hundred (100) days after the delivery of such certified copy of this Ordinance, the Company, by proper order and resolution of its Board of Directors, shall accept the terms and provisions of this Ordinance and shall sign and deliver an appropriate deed of acceptance thereof binding itself to carry out the terms and provisions of the Franchise as herein embodied, which deed of acceptance shall be duly signed by its President or Vice-President, sealed with its corporate seal and attested by the signature of its Secretary or Assistant Secretary, and the original thereof be delivered to the City Administrator or the Clerk of the City.

The term of twenty (20) years herein provided for shall commence upon the date of this Ordinance is signed and approved by the City Administrator and by the Clerk of the City.

Section 12. Neither acceptance of nor compliance with the provisions of this Ordinance, nor exercise of any right granted hereby, shall in any wise impair or affect, or constitute or be construed as a relinquishment or waiver of, any right, permission or authority which the City or the Company, their successors or assign, may have independently of this Ordinance.

Section 13. All Ordinances or parts of Ordinances, insofar as they conflict with this Ordinance, are hereby repealed.

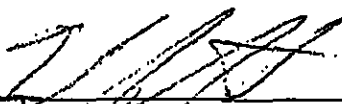
BILL NO. 7531

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Section 14. 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.

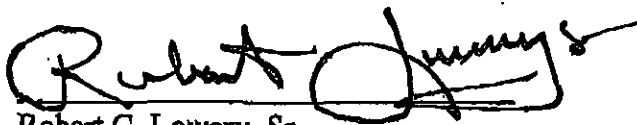
Section 15. This Ordinance shall take effect as, from and after its passage by the City Council, and approval by the Mayor or City Administrator; provided, however, that the franchise granted hereby shall not be effective, and this Ordinance shall become null and void, if the terms hereof are not accepted by the Company as provided in Section 11.

Adopted this 10th day of December, 2001.



Mark Schmidt
President of the City Council

Approved this 11th day of December, 2001



Robert G. Lowery, Sr.
Mayor, City of Florissant

ATTEST:



Chris McCormick, City Clerk