

TO: "DATA CENTER"
05/12/2015
JES.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³

MAY 15 2015

Missouri Public
Service Commission

JIMMIE E. SMALL,

Complainant,

v.

UNION ELECTRIC CO., d/b/a

Ameren Missouri,

Respondent.

Case File No; EC-2015-0058

**INTERROGATORIES TO RESPONDENT UTILITY
MANAGEMENT, KATHY HART AGENT FOR UE.AM.MO.**

COMES NOW, the Complainant, an Out-Of-State, disabled electrical applicant on August 2014, and propounds the following interrogatories upon the Utility Company management, Kathy Hart, and other Management officials. [unidentified officials, Vice President].

INTRODUCTION

Union Electric Company, a Missouri Corporation, ratified a City of Kirksville, franchise contract for the benefit of Kirksville Area wide community members, Bill No. 96-132; Ordinance No. 11274; accepted by U.E. Vice president, on the 24th day of January 1997. Attached for further reference.

INTERROGATORY # 1

Please state the full name, and business address of Union Electric Vice President who signed and accepted Section 12, contract covenant, [Section 12], agreeing to maintain a “CUSTOMER SERVICE OFFICE” and “Service Related Departments” as of the 24th day of January 1997, for a twenty (20) year contract term.

INTERROGATORY RESPONSE # 1

INTERROGATORY # 2

State the full names and business addresses of each Union Electric Company MANAGEMENT official who was appointed or assigned to perform City of Kirksville, Mo. Ordinance No. 11274, specifically, Section/Covenant No. 12, from the 24th day of January 1997 and continuing for a twenty (20) year contract term and continuing in 2015 time period and the Names of persons providing sworn responses to the foregoing interrogatories, contested Case No. EC-2015-0058, pending before the Missouri Public Service Commission. See Franchise agreement No. two (2) attached.

INTERROGATORY RESPONSE # 2

INTERROGATORY # 3

Please attach to Interrogatory Response # 3, Complete, full legible copies of Union Electric Company's evidence of Risk Management agreements, Liability Insurance Coverage policies, plus current declaration pages, etc, referred to within Section 13, City of Kirksville, Mo. Ordinance No. 11274 ratified on the 24th day of January 1097, by U.S. Vice President.

INTERROGATORY RESPONSE # 3

INTERROGATORY # 4

Please attach to interrogatory response # 4, each registered tariff agreement, policy statement, written utility practice, and written custom known to Vice President for Union Electric Utility, on the 24th day of January 1997 through September 08, 2014 and continuing, Tariff's made applicable to Out-of-State applicants desiring a due process; equal protection pre-deprivation hearing with Respondent management under U.S. Supreme Court decision, MEMPHIS LIGHT & WATER DIV. CRAFT, 436 U.S. 21-22, 98 S. Ct. 1554, 56 L. Ed 2d 30 (1978); 42 U.S.C. sect. 2000d-3; Federal Powers Act. 10 U.S.C. ____.

INTERROGATORY RESPONSE # 4

INTERROGATORY #5

Please attach to Interrogatory Response # 5, the full name and business address of each Union Electric Agent [MANAGEMENT PERSON] having job description as MANAGEMENT,[MISSOURI JURISDICTION] who's duty and responsibility was to perform City of Kirksville, Mo. Ordinance No; 11274, specifically Section/Covenant No. 12, CUSTOMER SERVICE OFFICE IN THE CITY, January 24, 1997 time period and continuing with UE.AM.MO. responses to Interrogatory #5.

INTERROGATORY RESPONSE # 5

INTERROGATORY # 6

Please attach to Interrogatory Response # 6, each Union Electric Utility, document, notice known to Respondent, which provided Missouri and Out-of- State customer or applicants for electric service, written notice of the opportunity to a face-to-face due process pre-deprivation hearing

if dissatisfied with an electric service Bill, Account irregularities, and DISCONNECT NOTICE dated January 31, 2007, previously provided to MPSC and Union Electric Counsel S. Giboney.

RESPONSE TO INTERROGATORY # 6

INTERROGATORY # 7

Please attach to Interrogatory response N0. 7, each Utility document stating U.E. Company intention to repeal City of Kirksville, Ordinance in full sweep, or repeal covenant / Section 12, Customer Service Office, situated on Cottenwood Street, Kirksville, Mo between the 24th day of January 1997 and continuing on the date U.E. Utility filed its response to Interrogatory Response # 7, plus on April 20, 2015 sworn testimony of MANAGEMENT agent Cathy Hart.

INTERROGATORY RESPONSE # 7

INTERROGATORY # 8

Please attach to Interrogatory response # 8, the name or names and business address, of each Union Electric MANAGEMENT agent who effectuated and met timely compliance with City of Kirksville, Mo. Ordinance No. 11274 from January 24, 1997 through September 08, 2014 Utility decision, not to honor CP Small's written and oral request for electrical service connection at LOT # 23, 23067 Potter Trail, Lakeroad Village Park, Kirksville, Mo. to and including the Kirksville Mini Charge taxation dispute, at issue, No. EC-2015-0058, 2002 time period and continuing unresolved with (a) Union Electric Co. , (b) City of Kirksville, Mo. Mini-Charge Billing Taxation issues, (c) Missouri Public Service Commission Staff Counsel violation of CP rights to privacy as related to customer/complainant account specific data following his rights to file complaints free from state action retaliation.

RESPONSE TO INTERROGATORY # 8

INTERROGATORY # 9

State the name or names and business address of each Respondent Utility **MANAGEMENT** person who had actual knowledge of MEMPHIS LIGHT, GAS & WATER DIV. v. CRAFT, 436 U.S. 21-22, 98 S. Ct. 1554, 56 L. Ed 2d 30, (1978), due process hearing requirements, upon the date of January 24, 1997 during ratification and acceptance of City of Kirksville, Mo., Ordinance No. 11274, terms, duties and obligations.

INTERROGATORY RESPONSE # 9

INTERROGATORY # 10

State the date, and attach to interrogatory # 9, each document, policy, practice, custom, e-Mail, Computer generated communication,

indicating that Respondent Utility was maintaining its 1-800 Customer Service contact policy and not performing Section 12/ Covenant 12, City of Kirksville, Mo. Ordinance, No. 11274, CUSTOMER SERVICE OFFICE requirements, and attach all notices provided to Missouri Public Service Commission authority that 1-800 Customer Service procedures were being used as a substitute for a pre-deprivation NOTICE of right to hearing with Respondent Management within the City limits of Kirksville, Missouri. See MEMPHIS LIGHT, GAS & WATER DIV. v. CRAFT, 436 U.S. 21-22, 98 S. Ct. 1554, 56 L. Ed 2d 30.

INTERROGATORY RESPONSE # 10

SUGGESTIONS IN SUPPORT

Other cases recognize that the fact plaintiff's could seek injunctive relief is not a substitution for a pre-deprivation hearing. See, e.g., Young v. Brashears, 560 F. 2d 1337, (7th Cir. (1997)); Klein v. Califano, 586 F. 2d 250 (3rd Cir. 1978); Reardon v. U.S. 947 F. 2d 1509 (1st Cir 1991) ; Skeets v. Johnson, 805 F. 2d 767 (8th Cir. 1986). See also City of Kirksville, Mo. written NOTICE to CP Small, LOT # 23, 23067 Potter Trail, is not within Kirksville, City limits. Also See Respondents September 08, 2014

constitutionally defective NOTICE not to connect Out-of-State disabled veteran to Union Electric Co. services and accommodations. See V.A.M.S. Ch. 216. Mo. Commission on Human Rights statute. CP Small, an out-of-state Applicant on August 2014 filed prior complaints against Respondent U.E. with Mo. Comm'n on Human Rights.

Respondent Agent Breeze Benton, account/Dispute record indicates that when Small made arrangements for a 1-800 Customer Service Contact number, the phone Call was dropped and no other service offered making a mockery of Due process and equal protection under City of Kirksville, Mo. Ordinance No. 11274, and further making a mockery of MEMPHIS LIGHT, GAS & WATER DIV. v. CRAFT, standards, 436 U.S., 21-22, 98 S. Ct. 1554, 56 L. Ed 2d 30 (1978).

INTERROGATORY RESPONSE # 10

INTERROGATORY # 11

Please attach to Interrogatory response # 11, , each tariff filed agreement, ORDINANCE agreement, Policy statement, Utility practice, Written Policy, and Written Custom which addresses specific application of electric service complaints from Out-Of- State Applicants on August 2015 time period and continuing unresolved in Cause No. EC-2015-0058. See Section /Covenant Two (2) ratified by City of Kirksville, Mo. and Union Electric Co., granting the Missouri Public Service Commission jurisdiction over parties to ORDINANCE No. 11274 as of January 24, 1997 and no evidence suggest that Section 2, power and authority have been offered for repeal, by any authority of proper jurisdiction. **Money Collection v. Due Process** is at issue here Craft 436 U.S. 21-22.

INTERROGATORY RESPONSE # 11

INTERROGATORY # 12

Please attach to interrogatory # 12, each NOTICE OF RIGHT TO CRAFT 436 U.S. 12-22 due process standards, known to Union Electric MANAGEMENT on or about its September 08, 2014 decision to deny electrical service connection to CP Small, under (a) City of Kirksville, Mo. ORDINANCE NO. 11274 Customer Service Office standards, or NOTICE of right to file disputes with Utility MANAGEMENT or (b) File written grievance, complaints, concerns, objections with the Missouri Public Service Commission, pursuant to City of Kirksville, Mo ORDINANCE agreement, SECTION # two (2) and Section Twelve (12).

INTERROGATORY RESPONSE # 12

INTERROGATORY # 13

Pursuant to City of Kirksville, Mo. Ordinance No. 11247, Section Two (2), please attach to Interrogatory Response No. 13 each Complete filing of rate or tariff changes known to Union Electric MANAGEMENT, and submitted by Respondent Company to the Missouri Public Service Commission, in effect repealing, redrafting, vacating U.E. Utility Co.'s decision to substitute its 1-800 Customer

Complaint process in exchange for timely Notice for a Pre-Deprivation hearing , contemplated by City of Kirksville, Mo Ordinance No. 11247 Section 12 Customer Service Office, [SERVICES & ACCOMMODATIONS] procedures, January 24, 1997 time period and continuing in 2015 with Utilities Response to Interrogatory # 13.

INTERROGATORY RESPONSE # 13.

INTERROGATORY # 14

That on or about Respondent's September 08, 2014 written denial of Service connection, Lot # 23, 23067 Potter Trail, Kirksville, Mo., did the Respondent Utility consider (a) Complainant's Out-of-State and U.S. Mail status (b) Consider CP Small an aggrieved person under (i) City of Kirksville, Mo. Ordinance No. 11247 (c) Consider CP Small's electrical connection request under Section 804 Housing rights, [42 U.S.C.3604 (a)(b)(c)(f)(1) Unavailable electric without due process under CRAFT, 436 U.S. 21-22.

INTERROGATORY RESPONSE # 14

INTERROGATORY # 15

On April 20, 2015, Agent Cathy Hart, MANAGEMENT testified under Oath as to Respondent's 1-800 Customer service contact number, further testifying that the Green Hills Company facility/Area, **was not** a Customer Service Office for purposes of receiving request for electrical service connection, by CP Small, in August 2014.

INTERROGATORY # 15, does Union Electric Utility Co. Vice President agree or disagree with the sworn testimony of Cathy Hart, in context to 1-800 Call center servicing as per the 04/20/2015 IFIS TRANSCRIPT presently on file, No. EC-2015-0058.

INTERROGATORY RESPONSE # 15

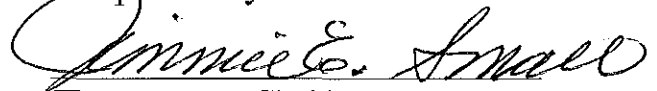
INTERROGATORY # 16, Does the SWORN testimony of Cathy Hart, on April 20, 2015 take precedence over Respondent Company's contract

performance duty under City of Kirksville, Mo. Ordinance No. 11247 accepted on January 24, 1997 by Respondent's Vice President.

INTERROGATORY RESPONSE # 16

Respondent Utility is respectfully requested to provide sworn responses to the foregoing Interrogatories within the time provided by Missouri law.

Respectfully submitted

A handwritten signature in cursive script, reading "Jimmie E. Small".

JIMMIE E. SMALL

606 West Hwy # 2

Milton, Iowa, 52570

CERTIFICATE OF SERVICE

I certify that complete copies of the foregoing interrogatories were served upon the Commission Data Center and Respondent Union Electric Counsel of Record. S. Giboney, plus attached exhibits in support of complaints position, all done on this 12 Day of May 2015.
EXCEPTIONS: NONE

Jimmie E. Small
JIMMIE E. SMALL

UE File

BILL NO. 96-132

ORDINANCE NO. 11274

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND 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 KIRKSVILLE 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.

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

SECTION 1. The franchise, right, permission and authority is hereby granted to, and renewed and vested in Union Electric Company, a Missouri Corporation, its successors and assigns, hereinafter call "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 within the corporate limits of the City of Kirksville, 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 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 applicable state statutes and the Missouri Public Service Commission rules and regulations. Where state statutes and Missouri Public Service Commission rules and regulations are silent, the provisions of valid local ordinances and contracts between Company and City shall prevail. This provision shall not be construed in any manner to

impair or be interpreted as a waiver of any right or authority which the Company may have to challenge the validity of any ordinance enacted by the City. Company shall provide to the City, upon request, a copy of the complete filings of any rate and/or tariff change(s) submitted by the Company to the Missouri Public Service Commission.

SECTION 3. In order for the 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 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, licensees, transferees or assigns unless Company shall within sixty (60) 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 sixty (60) 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. Both City and Company acknowledge that this Ordinance generally governs the relationship between City and Company with respect to Company's use of publicly owned right-of-way. However, 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

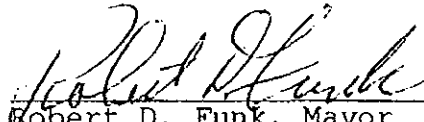
within the current geographical boundaries of Company's Green Hills or Little Dixie districts. However, both City and Company agree that due to impending deregulation and other changes that may occur, or be required, within the utility industry, that Company, due to unknown changes, requirements, or future valid business decisions, may be unable to locate a representative within the stated geographical boundaries. In the unlikely event that Company determines that it is unable to maintain an administrative representative's office within the stated geographical boundaries, Company agrees to meet with City to explore and implement reasonable proposals to ensure that sufficient communications and representation are maintained between the Company and City.

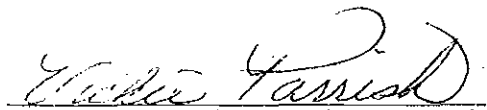
SECTION 13. Company agrees to provide to the City's Office of Risk Management, within thirty days of the filing of Company's acceptance, a letter signed by an officer of the Company evidencing Company's insurance coverage.

SECTION 14. This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon 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 (1987). 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, without the mutual consent of the City and the Company.

Passed by the City Council and signed by the Mayor this 16th day of December, 1996.

[SEAL]


Robert D. Funk, Mayor


Vickie Parrish, City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF ADAIR)

I, Vickie Parrish, City Clerk within and for the
City of Kirksville in the State and County aforesaid, do
hereby certify that:

(1) the foregoing constitutes a full, true and correct copy
of Ordinance No. 11274 of said City as:

- (a) introduced before the City Council on the
16th day of December, 1996; 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 16th day of December,
1996, 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. (1987).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
the corporate seal of the City of Kirksville, Missouri, at my
office in said City, this 16th, day of December, 1996.

[SEAL]

Vickie Parrish
City Clerk

ACCEPTANCE BY UNION ELECTRIC COMPANY
OF ORDINANCE NO. 11274 OF THE
CITY OF KIRKSVILLE, MISSOURI

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

UNION ELECTRIC COMPANY, for itself, its successors and
assigns, hereby accepts all of the terms and provisions of
Ordinance No. 11274 of the City of Kirksville, Missouri,
entitled:

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND
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 KIRKSVILLE 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.

which ordinance was duly passed by the City Council and signed by
the Mayor on the 16th day of December, 1996, and otherwise met
the requirements of Mo. Rev. Stat. § 88.251.

Dated at St. Louis, Missouri, as of the 21st day of

January, 1997.

UNION ELECTRIC COMPANY

By W. H. Dine
Vice President

ATTEST:

James H. Morgan
Secretary

Filed in the office of the City Clerk of the City of
Kirkville, Missouri, this 24th day of January, 1997.

Vickie L. Farnish
City Clerk

STATE OF MISSOURI

COUNTY OF ADAIR

)
) SS
)

I, Vickie L. Farnish, City Clerk within and for
the City of Kirkville, 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. 11274 of the City of
Kirkville, as filed with me on the 24th day of
January, 1997, 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 Kirkville, this 24th day of
January, 1997.

[SEAL]

Vickie L. Farnish
City Clerk
Kirkville, Missouri

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.

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

SECTION 9. This ordinance authorizes use of publicly owned right-of-way only for the purpose of transmitting, furnishing and distributing electricity. To that end, the Company or its contractors can construct, reconstruct, excavate for, place, maintain, operate and use communication equipment, devices, and components, only which aid the Company in transmitting, furnishing and distributing electricity along their associated wires, cables (including fiber optics), conduits, structures and supporting facilities in, along, across, over, and under the public right-of-way, and only after they have informed the City of their plans to install and use such communications equipment for their own internal uses. The Company shall also inform the City when any other entity requests to use its facilities in the public right-of-way of the City, and shall not allow or permit such use unless the other entity provides the Company with evidence of a valid franchise agreement with the City.

SECTION 10. 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 with 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 11. 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 12. The Company currently maintains an administrative and customer service office in the City in addition to its construction, maintenance, and service related departments. The Company agrees to notify the City of any plans to close said administrative office in the City at least six months, if practical, in advance of any planned closure. However, in the event that valid business decisions are made in a time frame that would not allow a six month advance notification, Company agrees to notify City of said closure immediately following notification of the affected Company employees, if applicable. In the event of said closure, Company agrees to assign and maintain an administrative representative to the City whose office is located