

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

In the matter of Union Electric Company)
of St. Louis, Missouri for authority)
to file revised tariffs for incandescent) Case No. ER-80-190
lighting service provided to customers)
in the Missouri service area of the)
Company.)

STIPULATION AND AGREEMENT

The parties to the Stipulation and Agreement are the City of University City, Missouri, James L. Carl and Union Electric Company together constituting the parties of record in this proceeding.

For the purpose of resolving all issues before the Missouri Public Service Commission in this proceeding, the parties hereto stipulate and agree as follows:

1. Union Electric Company agrees to request permission from the Missouri Public Service Commission to extend the effective date of the proposed revised tariffs filed on December 20, 1979 (20th Revised Sheet No. 75(M), 11th Revised Sheet No. 81, 2nd Revised Sheet No. 97.5(M)) until July 1, 1981.

2. Union Electric Company offers to its customers affected by said proposed revised tariffs the following three alternative options:

OPTION A

1. In connection with the conversion from incandescent to non-incandescent lighting, Union Electric Company will not charge customer for conversions from series circuits to multiple circuits;
2. A Select Committee composed of customer and Union Electric Company representatives will be

Print Exhibit No. 9
Date 10-21-80 Case No. 10-21-80
Reporter Williams

formed. The goal of this Select Committee will be to consider alternative luminaires, in addition to those currently offered by Union Electric Company to its street lighting customers, with the Committee recommendations to be submitted to Union Electric Company which will give serious and due consideration to them;

3. After the order for conversion from incandescent to non-incandescent lighting has been received from the customer, Union Electric Company will continue maintenance of the incandescent lighting to the best of its ability - subject to the availability of parts from Union Electric Company stock - while engineering, estimating, right of way and construction activities related to the conversion are under way;

4. a) Union Electric Company will install standard non-incandescent street lighting luminaires on existing "red granite" and cast iron standards;
- b) Union Electric Company will continue in service "red granite" and cast iron standards that the customer wishes to retain provided that the customer agrees to supply Union Electric Company with needed replacement standards and parts after the Union Electric Company stock of existing usable replacement parts is depleted;
- c) Union Electric Company will, at the customer's option, replace any "red granite" or cast iron standard with modern

stock equipment at no expense to the customer when:

- 1) said standard becomes defective for any reason, or
- 2) all standards of either type are to be removed from a given subdivision or like area.


OPTION B


1. All incandescent cast iron or "red granite" standard installations may be purchased by the customer as is with all warranties, express or implied, disclaimed. Series circuit supply stations will not be included. The customer will wire to a mutually agreeable source of multiple power available from Union Electric Company's distribution system;
2. Existing series underground circuitry owned by Union Electric Company will be available for customer use at no charge if the customer desires;
3. Purchase price for the standards and luminaires will be \$1.00 (ONE DOLLAR) where supplied by series circuitry. Installations, which have been converted to multiple supply by Union Electric Company at no cost to the customer, will be sold to the customer at a negotiated price;
4. The existing Union Electric Company stock of all spare parts relating to any system sold will be

equitably apportioned as is with all warranties,
express or implied, disclaimed, to the
purchasing customers at no charge.

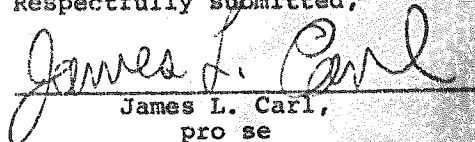
OPTION C


Customer, at his option, may exercise Option A above, and
Option B above, concurrently, subject to Union Electric Company's
approval as to the exact areas and boundary lines involved in the
exercise of this option.


Francis Ollendorff
for University
City, Missouri


Dennis F. Kay, Esq.
for University
City, Missouri

Respectfully submitted,


James L. Carl,
pro se


G. J. Haven
for Union Electric

Dated this 17th day of October, 1980.