

1 design to the existing cast-iron poles of either of the
2 two styles that we talked about. And I should emphasize
3 that this is not--we have not explored this in great detail.
4 We don't have prices. I can assure the availability of these,
5 however. It is not meant to be an exhaustive source of
6 supply, but merely an indication that there are alternates
7 that are compatible and exchangeable with some of the poles
8 and luminaires that we now have in place, which might be
9 considered old if not historic.

10 Q Mr. Dieckgraefe, did you take part in the
11 development of the stipulation and agreement, Exhibit 9?

12 A Yes, I did.

13 Q Are you familiar with that?

14 A Yes, sir.

15 Q Is the city's position that they're in favor
16 of that stipulated exhibit and settlement

17 A Well, this settlement, of course, is a
18 compromise. It's something that we worked hard to achieve.
19 And I think that's the best available alternate to resolving
20 our problems at this time.

21 Q Why your reluctance?

22 A Well, the principal reluctance is that the
23 contract does not spell out in end terms exactly what we
24 will be offered in the way of street light alternates. And
25 this is my principal concern. We have to rely certainly on

1 the work of a committee and on the good faith efforts of
2 Union Electric to assist us in seeking out alternates and
3 to find ways of accepting those alternates once they've been
4 identified.

5 CHAIRMAN SLAVIN: When you say alternates,
6 are you talking about the type of equipment shown in your
7 exhibits?

8 WITNESS DIECKGRAEFE: Yes, in part. The one
9 exhibit shows a retrofit that might be used on existing poles.
10 But, in addition to that, there have been no changes. There
11 have been no additions to Union Electric's offerings of
12 street lights, to my knowledge, for 15 years or so. And it's
13 simply inconceivable to me that there are not improved and
14 more desirable luminaires that have been manufactured and
15 promoted since that time. We do not have a total source of
16 supply of this information. But it's something that hope-
17 fully a committee could study in greater depths and arrive
18 at some conclusions that would be acceptable to Union Electric.

19 CHAIRMAN SLAVIN: You mean, it's your
20 testimony, then, that the committee would make a study and
21 then recommend to the company some alternatives in terms of
22 stock and equipment than they presently have?

23 WITNESS DIECKGRAEFE: In my estimation this
24 is the most important part of the agreement which University
25 City and Union Electric have tentatively agreed to. If that

1 part doesn't work, we're back at square one, so to speak.

2 CHAIRMAN SLAVIN: And are these alternatives
3 adaptable to either mercury or high pressure sodium lighting,
4 or are they restricted strictly to incandescent?

5 WITNESS DIECKGRAEFE: No. They would not be
6 incandescent. They would be a combination of either mercury
7 or some other non-incandescent lighting. And, in most
8 instances, they would be interchangeable, I suspect.

9 CHAIRMAN SLAVIN: So it's your testimony
10 essentially that you're approving this on a good faith
11 exhibit of interest to this committee and the company to
12 come up with the recommendations which might be acceptable
13 and could be presented to the Commission at a later time for
14 tariffing in terms of availability?

15 WITNESS DIECKGRAEFE: That is my position.
16 I'm not sure--and the city's position. I'm not sure what
17 the end result or the end action would be, whether this
18 would require tariff changes, or whether it could simply
19 be added to Union Electric's offerings of street lighting.
20 The existing lighting which we have to choose from began
21 with four fixtures. And, at this point, I would say
22 effectively we have two or less fixtures from which to choose.

23 It's my personal feeling that Union Electric
24 customers, or any other utility customers, ought to have
25 more than two choices to pick for a variety of neighborhoods.

1 All neighborhoods are not alike. And different styles and
2 different photometric considerations, I think, need to be
3 available.

4 CHAIRMAN SLAVIN: Will the committee include
5 representation from people who have design credentials in
6 their background?

7 WITNESS DIECKGRAEFE: I would certainly hope
8 so. The initial formulation would be representatives from
9 Union Electric and University City. But additional persons
10 to be identified and selected should certainly be those
11 people who have the technical expertise.

12 I think it's important that this be a truly
13 blue ribbon committee that has considered all factors,
14 certainly taking into account Union Electric's needs for
15 maintenance and purchase costs and dependability and that
16 the company itself from which they may purchase these is
17 stable and will continue to be able to provide those parts
18 to Union Electric. But they also, I think, need to have the
19 ability to make the aesthetic and engineering considerations
20 over and beyond that.

21 CHAIRMAN SLAVIN: Do you have any opinion as
22 to why Union Electric hasn't pursued this course of action
23 independently of the creation of the committee or at the
24 request of what has apparently been an ongoing and lengthy
25 dispute between your municipality and the company?

1 WITNESS DIECKGRAEFE: I can't answer for them,
2 but I guess I do feel that we should be able to look to
3 Union Electric for leadership in areas of this sort.
4 Certainly we don't have the expertise or the research ability
5 to get into it very deeply as an individual municipality.
6 I do feel it's something that Union Electric should provide
7 now. And, in an ongoing basis, that, as the industry avail-
8 able luminaires, poles, and such are brought forth, that we
9 should have a continual input from the utility and to change
10 offerings more than once every 15 years or so.

11 CHAIRMAN SLAVIN: Would it be your position
12 that the municipality would be willing, under such a
13 circumstance, to pay appropriate costs for such alternatives?

14 WITNESS DIECKGRAEFE: Well, hopefully part
15 of the consideration of a committee would be the relative
16 costs, and hopefully they would not be appreciably different.
17 However, if we wanted something that was significantly more
18 expensive, then I think we should be responsible and would
19 be responsible for paying any difference in costs.

20 CHAIRMAN SLAVIN: Well, that's really what
21 concerned me about the stipulation, where it says,
22 ". . .install standard non-incandescent street lighting. . . ."

23 According to your testimony, standard non-
24 incandescent street lighting is very limited at this point.

25 WITNESS DIECKGRAEFE: At this point it would

1 be what is left of the original four post top luminaires.
2 However, this hopefully would be expanded to include two or
3 three more. Conceivably maybe they may even learn that
4 something they have should be taken off and substituted for
5 something else or replaced by something else. So our concern
6 certainly would be great if it were limited to what is now
7 offered. But, hopefully, that will be expanded through the
8 committee action and the ultimate acceptable by Union Electric.
9

10 CHAIRMAN SLAVIN: Would this committee be
11 willing to make a report to the Commission when they've
12 completed their work?

13 WITNESS DIECKGRAEFE: I'm sure they could.

14 MR. BARNES: Would this be a voluntary report?

15 CHAIRMAN SLAVIN: Yes. When we approve a
16 stipulated settlement, we must accept the stipulation or not
17 as it's presented. So everything that I would propose here
18 would be of a voluntary nature at this point.

19 MR. BRADY: Certainly the city would be
20 willing to agree with that.

21 MR. BARNES: I think the company would, too.

22 CHAIRMAN SLAVIN: Thank you.

23 MR. BRADY: Let me ask you just a few more
24 questions.

25 BY MR. BRADY:

Q What percentage of the lights in University

1 City are now mercury vapor?

2 A Approximately 76 percent.

3 Q About how many incandescent lights do you
4 still have remaining?

5 A About 900.

6 Q I want to emphasize this for the purposes of
7 making certain, even at the risk of repetition, that it is
8 understood.

9 We're talking about conversion here to mercury
10 vapor of incandescent lights?

11 A To mercury vapor or high pressure sodium, yes.

12 Q I'm not sure that the members of the Commission
13 heard your previous testimony. Let me make certain of it
14 by going over it.

15 In the current rate filing for UE, what is the
16 smallest high pressure sodium that's offered in lumens?

17 A 25,500.

18 Q And what's the typical residential lighting
19 in University City in lumens?

20 A 6,800.

21 Q In your opinion would the high pressure
22 sodium that's offered be suitable for residential lighting?

23 A No.

24 Q Why?

25 A It's simply too bright a light source to be

1 compatible with a residential neighborhood.

2 Q Do I understand correctly that, in your
3 opinion, the real guts of this settlement agreement is
4 whether or not this committee works?

5 A Definitely.

6 Q And you've discussed that matter within the
7 city administration?

8 A Yes, I have.

9 Q Do you believe that Union Electric and the
10 city will make good faith efforts to make that committee
11 work?

12 A I certainly believe that that has to be the
13 effect. And I think it will be.

14 Q It's on that basis that you ask the
15 Commission to approve the settlement?

16 A Yes, sir.

17 MR. BRADY: I have nothing further.

18 COMMISSIONER MCCARTNEY: Does this stipulation
19 have any time limit?

20 MR. BRADY: Well, do you mean for the appoint-
21 ment of the committee and the acting of the committee?

22 COMMISSIONER MCCARTNEY: Yes.

23 MR. BRADY: No, it does not. There is a time
24 limit of July 1, 1981, at which time there must be a choice
25 made.

1 I might say that there is an informal agree-
2 ment between the city and the company for a recommendation
3 by March 1, 1981; but that is not included. In response to
4 your question, that is not specifically included in the
5 settlement agreement.

6 COMMISSIONER MCCARTNEY: What bothers me
7 about this is that we would be dismissing the case once
8 this agreement has been executed on the recommendation of the
9 parties, but nothing will have been settled. It could, as
10 somebody pointed out, be back to square one where you have
11 nothing.

12 MR. BRADY: I might say, in response to that,
13 that the historic lighting and the conversion of that light-
14 ing from series to multiple will be disposed of.

15 It is true that the issue that involves most
16 of the lighting in University City will depend upon the good
17 faith actions of the parties to have this committee meet and
18 promptly decide and agree upon a luminaire that can be
19 fitted to the poles and will be acceptable to the company
20 and to the citizens and government of University City. I
21 think most settlement agreements are usually really based
22 upon good faith. And it's on that basis that the city, I'm
23 sure, enters into it.

24 I don't really know if that's any answer to
25 your question. That's my statement. Mr. Dieckgraefe might

1 want to respond to that and maybe could help you more with
2 the response.

3 WITNESS DIECKGRAEFE: I think you've said it.

4 COMMISSIONER MCCARTNEY: Let's assume for a
5 moment that even though there is good faith, there was not
6 an agreement, let's say, another six or seven months or so
7 from now. Then, what are you going to do from there if you
8 can't work it out?

9 MR. BRADY: Well, my answer to that would be
10 twofold. First, we have accepted that risk all along, both
11 of the parties believing that in good faith we can work it
12 out. Secondly, if we don't work it out and there is a lack
13 of good faith on any party, I suppose it's a matter that
14 would have to come back to the Commission, because it's a
15 matter that would involve a question of whether or not one
16 or both of the parties have, in fact, made a good faith
17 effort to arrive at a decision that is both acceptable
18 economically, and otherwise, to the company and
19 aesthetically, and otherwise, to the city.

20 I know I'm not specifically replying to your
21 questions, but that's the only reply I have.

22 COMMISSIONER MCCARTNEY: Well, I think you
23 have.

24 I'll tell you what was on my mind. What was
25 on my mind is that it seems to me that there ought to be

1 some automatic clause in the agreement that would trigger
2 the further surveillance of the Commission. Of course, you
3 can always complain and we will hear your complaint. So I
4 suppose that's sufficient enough.

5 MR. BRADY: Well, that was what we considered.
6 And, frankly, we didn't go any further with it because of
7 that. I, of course, would have no such objection. But, as
8 it's signed, we gave up that possibility and the company did
9 also.

10 COMMISSIONER MCCARTNEY: Well, if you signed
11 it, you must see the light through the gape at the end of
12 the tunnel.

13 MR. BRADY: I hope so.

14 Any questions for this witness?

15 Oh, I want to say one other thing.

16 Mr. Dieckgraefe has prepared some slides which, if the
17 Commission wants to see, we'll show you graphically the
18 type of aesthetic considerations and the means of lighting
19 in the areas involved here at University City. He would be
20 happy to show them.

21 You've already generally described them?

22 WITNESS DIECKGRAEFE: Yes, I have.

23 MR. BRADY: But, if the Commission wants to
24 see them, he'll be happy to show them.

25 EXAMINER CADIEUX: Let's go off the record.

(Discussion off the record.)

EXAMINER CADIEUX: Let's go back on the record.

BY MR. BRADY:

Q Mr. Dieckgraefe, is there one page left on the number of pages of photographs you have there of lighting in University City?

A Yes, there is. The final page I have here is the most commonly used post top luminaire in University City, which is on a fiberglass pole. And it's referred to as a Colonial fixture.

Q Mr. Dieckgraefe, did you take these pictures yourself?

A I did, sir.

Q Are they fair and accurate representations of the poles and the areas in University City?

A Yes, they are.

Q As they exist today?

A Yes.

MR. BRADY: Could I have this marked as Exhibit 13, please.

EXAMINER CADIEUX: The Reporter is so instructed to mark the exhibit.

(EXHIBIT NO. 13 WAS MARKED BY THE REPORTER FOR IDENTIFICATION.)

1 MR. BRADY: And, at this time, I would like
2 to offer into evidence University City's Exhibits 9
3 through 13.

4 EXAMINER CADIEUX: Nine is the joint exhibit,
5 the stipulation.

6 Ten, 11, 12, and 13 are the city's exhibits,
7 and they are received at this time.

8 (EXHIBITS NOS. 10, 11, 12, AND 13 WERE
9 RECEIVED IN EVIDENCE AND MADE A PART OF THIS RECORD.)

10 (Witness excused.)

11
12 EXAMINER CADIEUX: Let's go off the record.

13 (A recess was taken.)
14
15
16
17
18
19
20
21
22
23
24
25

Marion Public Service Commission

1 EXAMINER CADIEUX: The hearing will come
2 to order.

3 Mr. Kay.

4 MR. KAY: Yes. For the sake of the record,
5 the City of University City at this time would offer and
6 ask to be admitted University City's Exhibits 10, 11, 12,
7 and 13, which were introduced prior to the luncheon break.

8 EXAMINER CADIEUX: All right. If they have
9 not already been received, they are so at this time.

10 While we were off the record, it was my
11 understanding that there were no further questions of
12 Mr. Dieckgraefe from the city; is that correct?

13 MR. KAY: That's correct.

14 EXAMINER CADIEUX: Then he is excused.

15 Do I understand that that concludes University
16 City's case?

17 MR. KAY: That's correct.

18 EXAMINER CADIEUX: Mr. Carl, do you wish to
19 step forward?

20 MR. CARL: Before you swear me, Mr. Cadieux,
21 am I functioning both as a speaker and a witness, sort of
22 both things at once?

23 EXAMINER CADIEUX: Yes.

24 (Witness sworn.)

25 EXAMINER CADIEUX: Off the record.

Missouri Public Service Commission

(Discussion off the record.)

EXAMINER CADIEUX: The record should reflect that Mr. Carl has intervened in this proceeding representing himself.

Mr. Carl, you may proceed with your testimony in a narrative form.

MR. CARL: Thank you, Mr. Cadieux.

JAMES L. CARL testified as follows:

WITNESS CARL: I am here to attempt to present the reasons why I signed the Stipulation with reluctance. And the reason that I signed, the only reason that I signed the Stipulation, was because the City of University City was willing to undertake the burden of assuming maintenance and installation of alternative luminaires on the Model 231 Posts.

The history of this matter goes back as long as four years. I agree with Mr. Gillum that there has been active discussion among the neighborhood and the city and Union Electric. But it turns out that as a result of the Stipulation, the 231 posts are specifically excluded from the Stipulation. The only way that the appearance and equipment of this post, which was the spearhead for retaining other posts that will be converted to mercury vapor in University City, this post was the spearhead for and probably the modus operandi for the existence of that Stipulation.

1 Were it not for the fact that the city
2 joined forces fully and with good faith with the neighborhood
3 to attempt to preserve these and other poles like them in
4 keeping with the character of the neighborhood, the Stipula-
5 tion wouldn't have existed, the good that comes from this
6 Stipulation would not have resulted.

7 I find it a bit ironic that the very thing
8 that caused the Stipulation to come in existence is now
9 excluded from it, but I can live with it. It disturbs me
10 a bit because it constrains the City of University City to
11 go into the street lighting business.

12 Evidence has been presented to this proceeding
13 that there were previous proposals made by Union Electric,
14 Mr. Gillum even said that, and it was established that those
15 proposals were specific to this post, which is now excluded
16 from this Stipulation. The only way that the equipment
17 that you see here can be preserved is for University City
18 to take it over.

19 It has also been established in the course of
20 this proceeding that these spare parts which you see before
21 you in actual physical form, these university flames alluded
22 to in Mr. Gillum's testimony, this crossarm, can be made for
23 a small cost. I agree that the recasting, the making of
24 the mold and casting of this would be an expensive
25 proposition; it's not an impossible proposition.

1 It has also been entered into this proceeding
2 that alternative cast iron poles from another manufacturer
3 are available. We do not have any cost figures, But I think
4 they would, and it's just an assertion on my part. It is--
5 how do you say? I alleged that these would be substantially
6 less expensive than \$1,000 apiece.

7 The point is that this particular post is
8 not only installed in my neighborhood and in University
9 Heights too, but also in Hampton Park. And the reaction of
10 the residents in learning that these were to be replaced
11 for the standard, so-called standard post, this post elicited
12 the same response from both neighborhoods. In Hampton Park
13 they were ready to fight rather than switch, to pick up
14 a joke from advertising. We had the same feelings that
15 these were not to come out of our neighborhood, they were
16 part of its character.

17 We would never have entered into negotiations
18 with the company were we not aware that the spare parts
19 were there. In other words, it would not be a viable
20 proposition if there were no way to replace broken posts.

21 I have lived in my neighborhood for eight
22 years and in the course of those years not one post has
23 been broken, nor has there been any real maintenance of
24 the posts themselves.

25 So what I'm saying is that the only one that

1 got broken was broken very recently. And it was not
2 broken by anyone in the neighborhood; it was an inadvertency
3 during a power emergency. I think that has not been brought
4 up in the hearing, that there have been breakages of
5 poles, that these are vulnerable to breakage.

6 The point is that, and I'm hesitant to
7 say how it got broken, I'll let that go by the side.
8 The company is aware how that pole got broken.

9 This post has its roots in University City
10 history. It is called the University Model No. 231 Post.
11 It is our contention--and it was cast for E. G. Lewis,
12 founder of University City, back in 1905. The illustration
13 in the Banner archives shows that this post--the demon-
14 stration photographs shows it installed in University
15 City. Banner had the tradition of naming its posts after
16 the initial customer.

17 We had a very hard time convincing anybody
18 of the viability of this, but we did have an agreement,
19 which has been alluded to in the testimony, now withdrawn,
20 by which these posts would have been converted to mercury
21 vapor. We tried valiantly to do that. We received a letter,
22 I think in the last two or three months, saying that
23 that agreement was withdrawn.

24 So I entered into these negotiations with
25 the hope of convincing the company that it would be in its

1 interest from the point of view of having a conscience
2 about historical material, but not sentimental. I never
3 and none of us in the neighborhood ever wanted the company
4 to lose money on these posts. And the agreement alluded
5 to in Mr. Gillum's testimony withdrawn saw to it that the
6 company was recompensed for special work required to
7 convert these two mercury vapor, that the company was
8 to be supplied spare parts once its spare parts were
9 exhausted, and if that sounds like some of the arrangements
10 in the Stipulation, it is a bit sad that the ligaments,
11 the bare bones, the essential motor that made this agree-
12 ment withdrawn work, are now the agreements of the
13 Stipulation that excludes specifically these lights from
14 Union Electric's care and maintenance.

15 Now, I happen to have a great deal of
16 faith in the company's capability and expertise in working
17 on these lights. I have seen demonstrations of it in
18 my neighborhood. Mr. Dieckgraefe showed, and I don't
19 know how off the record for one moment. How would one--

20 EXAMINER CADIEUX: Wait just a minute.

21 What's the purpose of going off the record?

22 WITNESS CARL: Mr. Dieckgraefe showed a
23 slide that showed the company's capability in converting
24 the 231 Posts to mercury.

25 EXAMINER CADIEUX: Let's stay on the record
then.

Missouri Public Service Commission

1 WITNESS CARL: All right. Mr. Dieckgrafe
2 in his presentation of slides showed that the company not
3 only has the workmanship, capability, and ability to
4 convert these posts, but that it was not an unattractive
5 conversion. That arrangement has been terminated. And
6 all I can say is that the reason that I am speaking is
7 that Mr. Dieckgrafe established that there is some
8 misgiving about this committee provision. That is to
9 say, we feel that there is good faith on the company's
10 side. I feel there is good faith on the company's side.
11 I entered into this. But we had the misgiving based on
12 the experience with this light, that if the company is
13 presented with a viable, workable alternative, that it
14 is possible that when the committee makes its decision,
15 comes up with what it considers to be an alternative,
16 it will be stymied someplace in the Standards Department
17 as was this proposal.

18 Now, the light that was shown in Mr. Dieckgrafe's
19 presentation, the Benjamin light, I have a catalog picture
20 of it somewhere. There it is. If you like, I would give
21 this to the Commission.

22 This is the light that the Commission saw
23 in this Benjamin catalog that was on that pole that the
24 company showed its expertise and capability in doing this
25 kind of work.

1 We then found when we worked on this that
2 the company--tried to take the company's line in this,
3 that we found the Benjamin company would ask more for
4 painting this light than they would for us to purchase it.
5 And from the point of view of costs, it was ridiculous to
6 pay more for a company to paint this light than for just
7 to buy the physical part.

8 So what I'm saying is that we have here a
9 conversion--well, I guess I'll have to start working with
10 physical evidence.

11 The Benjamin light that you saw a slide of
12 required that this Banner crossarm, which is here in the
13 hearing room, would have to be removed from the post
14 as you see it, go to the Union Electric shops, and have
15 this socket cup, which I am now turning, removed. This
16 entire assembly would require this assembly to be taken
17 to the Union Electric shops.

18 We have always been in consonance with the
19 company policy of converting to more efficient energy
20 sources. I also personally agree with the company, that
21 the equipment you see here attached to this socket cup
22 is obsolete. Parts can't be found. This shade is battered
23 and beaten. It's been up on a street or has been in service
24 for more than 60 years. This assembly, which I am now
25 removing from the shade, is the bulb and socket assembly