

Missouri Public Service Commission

1 suggestion that had been brought forth by the residents.
2 We had agreed to do it in that it was a complete unit,
3 a complete assembly. It was all included in one tank.
4 If something went wrong with it, you replaced that part.
5

6 With this one, you've got all the parts
7 separated and hidden inside of the pole.

8 Q You have three parts, right?

9 A Yes.

10 Q Are you an electrician?

11 A Electrical engineer.

12 Q Electrical engineer. Do you think that's a
13 complicated installation?

14 A I would have no trouble at all putting that
15 in my back yard and using it, nor would anybody else here,
16 but for me to put that up and expect it to be operating
17 under a system--under a large company such as we have, it
18 would not be acceptable because of the difficulties in parts,
19 keeping the parts.

20 If I keep the parts in my basement, I don't
21 have any problem walking down to the basement to get them.

22 But if the guy that goes out there to repair it
23 doesn't know what it is and then he has to go get somebody
24 else to come back and find out what have I got, and they
25 have to go jointly someplace else to get one of these parts,
we've lost a lot of time that is going to be costly.

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1 Q Do any of your repairmen ever have to go back
2 to their supply stations to get parts for any other of your
3 lamps?

4 A With the incandescents, that's one of our
5 big problems.

6 Q With any of your mercury vapor?

7 A Unusual I would say that they would have to
8 go get additional parts.

9 Q Well, the proposal here was to make this
10 mercury vapor.

11 A Uh-huh.

12 Q So it made it more in conformance with the
13 type of light that you're trying to propose.

14 A Well, again, with the mercury vapor units
15 that we use, you either replace the unit or the bulb or
16 the cell. And the cell and the bulb they carry on the
17 trucks. When you start talking about--the ballast is
18 separate. There is some component parts that is separate,
19 it becomes a little more complex on the different parts.
20 And these are not parts--these extra parts are not common
21 parts to us.

22 Q But they could be ordered and stocked?

23 A Yes, they could be.

24 Q But you chose not to?

25 A That's right.

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1 Q And you have some--and it was all based on
2 standardization?

3 I mean, is it the policy of the company to
4 have standardized ugly?

5 A Well, no. In answer to that question, no.

6 Q From the evidence I've seen today you have
7 standardized ugly.

8 No?

9 A Well, what I like and what somebody else
10 likes might be two different things. And I respect the
11 different desires of people for what they like to have.

12 CHAIRMAN SLAVIN: Well, we'll hope that the
13 committee which will have representation of both techno-
14 logically proficient and aesthetically proficient people
15 that would have some proposals that perhaps might bring
16 new and lovely lighting to the St. Louis area or the
17 service area of Union Electric.

18 Thank you.

19 EXAMINER CADIEUX: I'm sorry.

20 Mr. Barnes, do you have any further questions
21 of the witness?

22 MR. BARNES: We have no further questions.

23 EXAMINER CADIEUX: Mr. Banks.

24 MR. BANKS: Yes. Thank you.
25

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1 CROSS-EXAMINATION BY MR. BANKS:

2 Q Do you remember on October 9th meeting with
3 myself, two engineers from our Staff, Counsel for Union
4 Electric, and a representative from your Rates Department?

5 A I remember a meeting. I don't remember the
6 exact date.

7 Q Do you remember at that time asking your
8 staff's counsel what would be their reaction to a recommen-
9 dation from the Commission Staff that separate tariffs be
10 filed so that University City could be billed accordingly
11 for the additional expenses that might be incurred by your
12 continuing to maintain the lights as they presently are?

13 A I remember that subject coming up, but I
14 do not remember any of the details.

15 MR. BANKS: Thank you. I have no further
16 questions.

17 EXAMINER CADIEUX: Mr. Kay.

18 MR. KAY: No, I don't have any.

19 EXAMINER CADIEUX: Mr. Carl.

20 MR. CARL: I have a very brief question,
21 and please, if anybody wants to go.

22 CROSS-EXAMINATION BY MR. CARL:

23 Q Mr. Gillum, as the manager of the Page
24 District, do you also have jurisdiction over the lights in
25 Overland on Lackman Road?

1 A Lackman Road is the boundary between our
2 district and another district. It was, prior to a year
3 ago, in our district.

4 Q Could you tell the Commission what kind of
5 lights that are on Lackman Road in Overland?

6 A Not with certainty.

7 MR. CARL: May I, as a sworn witness--I
8 don't know how to work this. But is it possible--I know
9 with my own eyes and since I'm sworn I will say now they
10 are remote ballasts mercury street lights, over 200 of
11 them serviced by the Union Electric Company. And I
12 respectfully submit that is also a remote ballast street
13 light before you there.

14 Now, that's all. I mean, if--

15 CHAIRMAN SLAVIN: Do you have knowledge about
16 that? Can you answer?

17 WITNESS GILLUM: When mercury vapor was first
18 coming out, luminaires with ballasts integrally installed
19 in the luminaire for series circuits were not available.
20 I believe that the lights, and I'm not sure of this, but
21 I think that the lights Jim's talking about are mercury
22 lights, that are overhead series lights. And they would
23 have a ballast, in that case, either up on a crossarm, out
24 in the open, or they would be on top if they're concrete
25 standards sitting on top of the standard and they're very

1 obvious what they are.

2 There are a number of those that exist.
3 They're not installed anymore on our system.

4 CHAIRMAN SLAVIN: Do you service them?

5 WITNESS GILLUM: Yes, ma'am.

6 CHAIRMAN SLAVIN: Is it the same part Mr. Carl
7 put in here?

8 WITNESS GILLUM: No, ma'am.

9 CHAIRMAN SLAVIN: Similar?

10 WITNESS GILLUM: It's an external weatherproofed
11 tank.

12 CHAIRMAN SLAVIN: Which wouldn't be necessary
13 in that type of installation?

14 WITNESS GILLUM: Not if water doesn't get in
15 there, no.

16 CHAIRMAN SLAVIN: So the concept is the same,
17 the part is slightly different?

18 WITNESS GILLUM: Electrically it does the
19 same thing.

20 CHAIRMAN SLAVIN: So you do maintain those?

21 WITNESS GILLUM: Yes, ma'am.

22 CHAIRMAN SLAVIN: As your lights?

23 WITNESS GILLUM: Yes, ma'am.

24 CHAIRMAN SLAVIN: Thank you.

25 EXAMINER CADIEUX: Mr. Barnes--or Mr. Carl, do

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1 you have any further questions?

2 MR. CARL: No, sir.

3 EXAMINER CADIEUX: Mr. Barnes, any redirect?

4 MR. BARNES: No.

5 EXAMINER CADIEUX: Any further questions of
6 this witness?

7 (No response.)

8 EXAMINER CADIEUX: There being none, the
9 witness is excused.

10 Thank you.

11 (Witness excused.)

12
13 EXAMINER CADIEUX: Off the record.

14 (Discussion off the record.)

15 EXAMINER CADIEUX: It's my understanding
16 that the cases of all the parties have been concluded and
17 the request has been made by several of the parties to
18 be provided with an opportunity to make a summation of
19 their cases. And I don't want to go to the extremes of
20 keeping exact time on this. So, why don't we try to keep
21 it to about ten minutes and we'll begin at this point with
22 the company.

23 Mr. Barnes.

24 MR. BARNES: Thank you, Mr. Examiner.

25 Last December 26th Union Electric filed a

1 proposed tariff change to eliminate our duty to maintain
2 incandescent street lights after December 31, 1980. Our
3 proposed tariff change has subsequently been suspended,
4 and the operation of law date for this tariff is now
5 November 27th.

6 Union Electric has a statutory duty to
7 render safe and efficient electric energy. UE also has
8 the duty to the Commission, its stockholders, and its
9 customers to have equitable rates, rules, and regulations.

10 Union Electric witness Ron Zdellar testified
11 as to why Union Electric wants to eliminate its maintenance
12 responsibility and eventually get out of the incandescent
13 street lighting system altogether. Mr. Zdellar reviewed
14 the history since the 1960's showing our mercury vapors
15 and high pressure sodium lights have almost totally
16 supplanted incandescent lights. In fact, less than two
17 percent of our street lights in Missouri are now incandescent.

18 Mr. Zdellar's testimony and an exhibit showed
19 that high pressure sodium and mercury vapor are much
20 more energy efficient than incandescent lights.

21 Mr. Zdellar's testimony showed that mercury
22 vapor and high pressure sodium are easier and cheaper to
23 maintain than incandescent lights. And Mr. Zdellar's
24 testimony showed that the high cost of replacement parts
25 for incandescent and that there is a very difficult task

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1 of finding these replacement parts sometimes in the first
2 place.

3 Mr. Gillum testified concerning the basic
4 options available to incandescent customers if the Commission
5 goes along with our plan to give up maintenance on the
6 incandescent lights.

7 Basically, there are three options: First of
8 all, Union Electric will convert incandescent lights to
9 the equivalent or larger lamp size non-incandescent lights
10 at no charge to the customer.

11 The second option would pertain to customers
12 who do not elect the first option. Existing incandescent
13 lights would be continued in service until replacement
14 or major circuit repairs are--

15 CHAIRMAN SLAVIN: May I ask you to back up
16 and say your number one again?

17 Is that convert to equivalent or larger
18 incandescent--

19 MR. BARNES: Or larger lamp size non-incan-
20 descent.

21 CHAIRMAN SLAVIN: What about smaller?

22 MR. BARNES: If they convert to a smaller,
23 then--we just don't think it would happen that they would
24 convert to a smaller lamp size because the incandescents
25 there are rather low in wattage and luminosity to begin with.

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1 CHAIRMAN SLAVIN: I see. All right. Number
2 two then?

3 MR. BARNES: The second option would pertain
4 to customers who do not elect the first option. Existing
5 incandescent lights would be continued in service until
6 replacement or major circuit repairs are required at
7 which time the first option could be exercised. No main-
8 tenance to incandescent standards, brackets, fixtures, or
9 lamps will be performed by Union Electric under this option.

10 The third option has the customer purchasing
11 incandescent cast iron or granite standard installations
12 from the company. The purchase price for the standards
13 and luminaires will be \$1 supplied by series circuitry.
14 Installations which have been converted to multiple
15 supply by Union Electric at no cost to the customer will be
16 at a negotiated price.

17 Mr. Gillum presented a fourth option that
18 applies only to customers such as University City who have
19 red granite and cast iron incandescent street lights. This
20 option as embodied in the Stipulation and Agreement was
21 worked out as a result of intensive negotiations between
22 Union Electric, University City, and Mr. Carl. The agreement
23 is fairly intricately worded, tightly worded, and I will
24 not attempt to scrutinize in any detail this agreement;
25 however, I will note that it offers such customers the chance

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1 to convert from incandescent to non-incandescent lighting
2 at no cost while keeping the red granite and cast iron
3 standards, or the customers can buy the granite and cast
4 iron standards from Union Electric, or the customer can do
5 both within his territory.

6 The Stipulation and Agreement has Union
7 Electric delaying its end of maintenance until July 1,
8 1981.

9 The Stipulation and Agreement as I think all
10 parties have testified here to today is a true compromise.
11 None of the three parties got totally what they wanted.
12 But you have heard all three parties today testify that they
13 signed the agreement and, even though it's imperfect as
14 regards to each of us, we're willing to abide by it and
15 answer it and continue under it in good faith.

16 We ask that the Commission accept the
17 Stipulation and Agreement. If the Commission does accept
18 this Stipulation and Agreement, then the Commission, we
19 expect, will deny the tariff change that we filed last
20 December which has the December 31, 1980, end of maintenance.

21 We would also ask that if the Commission
22 accepts the Stipulation and Agreement in this case, to
23 include in its Order directions for Union Electric Company
24 to file a tariff with the Commission that would have us
25 end our maintenance of these incandescent street lights as

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1 of July 1st of 1981.

2 My one final note, I would like to reiterate
3 that if the Commission approves this stipulation concerning
4 these red granite and cast iron incandescent lights, the company
5 will offer the provisions of the Stipulation to all its
6 customers who have these red granite and cast iron install-
7 ation street lights.

8 Thank you.

9 EXAMINER CADIEUX: Mr. Banks.

10 MR. BANKS: If it please the Commission, I
11 would like to attempt to succinctly summarize the Staff's
12 position by analyzing three different areas.

13 The first area of analysis is what the
14 Staff viewed to be the city's position; the second point
15 would be the company's position; and the third point, which
16 we feel is the most important, involves the ramifications
17 upon the total users within the service area.

18 Looking from the city's position we think
19 that it's to the city's credit that they are willing to go
20 through the time and the expense to exercise their democratic
21 prerogatives to take part in this proceeding so that they
22 could have influence on the ultimate decision that will be
23 made.

24 We think that the considerations of wanting
25 to have control over elements that impact upon the quality

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1 of life is significant. We also think that the desire to
2 maintain the historical culture in an area is significant.

3 Looking at the company's position, we think
4 it's to the company's credit that they were making an
5 attempt to come up with the most economically feasible
6 ways to service an area. If they were to do otherwise,
7 they would run the risk of facing the Commission's scrutiny
8 regarding why they were not looking out for the total
9 service users in an area.

10 In addition to those two considerations,
11 I think it's very important for us to look at how what is
12 happening today is going to affect the total users within
13 Union Electric's area.

14 On one hand the users will benefit somewhat
15 if the city's position was accepted in its entirety because
16 tangentially they would know that citizens have had impact
17 regarding a decision and that would reaffirm their con-
18 fidence in using the mechanisms that have been set forth
19 before them.

20 Also, although the citizens are not residents
21 of University City, there is a lot to be said for having a
22 given area in a geographical location that retains historical
23 beauties, because people who aren't in that immediate area
24 can still occasionally partake of that beauty and
25 reaffirm their cultural heritages.

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1 But also we have to look at the company's
2 position as it affects everyone, because we have to ask,
3 is it fair that those people who will only remotely benefit
4 from taking part--from having other people take part in
5 a democratic process, and have other people enjoy on a
6 day-to-day basis the historical beauty that's brought from
7 these lights, is it fair for them to pay for these lights?
8 And if we were to continue with the status quo, what would
9 be happening is that Union Electric would be incurring
10 more expenses for maintaining these lights than they would
11 be incurring for maintaining the standard lights. And
12 the ratepayers would be paying for it.

13 Admittedly, the costs for individual ratepayers
14 may be de minimis but still they would be paying for it.
15 And we have to be sure that the company is accountable for
16 every little bit, even though it may affect the average
17 ratepayer only a few cents per month.

18 I believe that this Stipulation that has
19 been signed by all the parties does a good job in blending
20 together these three considerations. I think that the
21 Stipulation does not represent everyone's interest completely,
22 but it does an optimum job in bringing together an agree-
23 ment that's workable so that the total community will benefit.

24 For the last three weeks the parties involved
25 have very strenuously engaged in negotiations and they've

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1 pounded out the Stipulation. The Stipulation was not
2 come up with with just a little bit of work; it was a
3 very, very time-consuming process.

4 During the last week when they were in the
5 tail end of the negotiations about the Stipulation, there
6 was a lot of time spent on the telephone conferring with
7 the Staff to make sure that they understood what was going
8 on about the Stipulation, and all the parties came up
9 yesterday afternoon and spent approximately two hours
10 discussing with the Staff exactly what was going on in
11 this Stipulation. And during that meeting they were
12 subject to the most severe scrutiny.

13 Two comments came up in yesterday's meeting
14 that I thought were very noteworthy and very important
15 and I'm going to plagiarize them as soon as I get a
16 chance. Those comments were, "We can disagree without
17 being disagreeable," and "Reasonable minds can differ."

18 I think the last three weeks were exemplary
19 of those two statements, because I believe that this
20 negotiation that has been taking place has taken place
21 in a good faith manner as demonstrated by those two
22 statements.

23 In 1766 Samuel Johnson in his letter to
24 Boswell pointed out that life cannot subsist in society
25 but by reciprocal concessions. I think that that was true

1 then and I think it's also true today and, therefore, I
2 would ask, respectfully, that the Commission take into
3 account with their thoughtful deliberations the time and
4 the effort that has been put into the stipulation and
5 approve it.

6 EXAMINER CADIEUX: Mr. Kay.

7 MR. KAY: First of all I would like to
8 thank the Commission and yourself for extending such a
9 useful forum here to hear the parties in this matter and
10 to thank you for your very kind and attentive manner in
11 which you've received the evidence and the testimony here.
12 And I would like to extend this thank you also for
13 Mr. Carl.

14 I really can only concur with both the
15 company's summation and the Staff's summation. It
16 has been a long negotiating session. And I simply wish to
17 briefly emphasize the fact that we feel that the most important
18 thing outside of the historical lights is this committee.
19 And we feel that this is not only a victory for the City
20 of University City, but also a victory for the rest of the
21 service customers that are serviced by the company.

22 We can rest assure you that should we reach
23 loggerheads in March or in April and find that there are
24 some misgivings or some misapprehensions, that my Counsel
25 and my City Manager will be the first ones to direct myself

1 and any other Staff member back up here and start raising
2 hell, because we feel that this is very important. This
3 is the whole succulent section of this entire Agreement.
4 And if this doesn't work, then we will be back here to make
5 sure it works or find out why, or at least have the
6 Commission and through its able Staff trying to gain the
7 answers on why it doesn't work. Hopefully this will not
8 happen and we are going on the assumption, and rightfully
9 so, that all the parties here will act in good faith.
10 And I can assure you that the City of University City
11 and through its many fine citizens will attempt to bring
12 the best to this select committee to aid the company in
13 selecting the most aesthetic and economical fixtures and
14 luminaries that are available on the market.

15 Again, I thank you.

16 EXAMINER CADIEUX: Mr. Carl.

17 MR. CARL: I have no closing statement,
18 Mr. Cadieux.

19 EXAMINER CADIEUX: Off the record.

20 (Discussion off the record.)

21 EXAMINER CADIEUX: At this point I would
22 request whether the parties desire to waive the provisions
23 of Section 536.080 regarding the reading of the transcript
24 or having further oral argument in this matter or the
25 filing of briefs? Do parties wish to waive those provisions?

1 MR. BARNES: We do.

2 EXAMINER CADIEUX: Mr. Banks?

3 MR. BANKS: Yes, your Honor.

4 MR. KAY: City does.

5 MR. CARL: Yes, sir, I'm willing to.

6 EXAMINER CADIEUX: If there is nothing
7 further, the case will be submitted and the hearing is
8 adjourned and an Order will be issued in the near future.

9 And the Chairman has requested me to remind
10 the company that she'd asked previously, I think, for
11 some cost estimates on sodium versus mercury vapor. I'm
12 not sure exactly.

13 Does the company personnel recall what exactly
14 was requested by the Chairman?

15 Mr. Kelleher?

16 MR. KELLEHER: Can we go off the record?

17 EXAMINER CADIEUX: Yeah. Let's go off the
18 record.

19 (Discussion off the record.)

20 EXAMINER CADIEUX: Back on the record.

21 The record will reflect that the company has
22 requested that they be able to review the transcript of the
23 proceeding in order to specifically respond to the request
24 that the Chairman made earlier.

25 If there is nothing further the hearing is

1 adjourned and I thank you very much for your time and
2 patience here today.

3 WHEREUPON, the hearing of this case was
4 concluded.
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COMPANY'S EXHIBITS:

Exhibit No. 1

Letter Addressed to D. Michael Hearst, dated December 20, 1979, from Stewart W. Smith, Jr.; Tariff Sheets Nos. 75(M), 81, and 97.5(M); and Attachment A

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Exhibit No. 2

Tariff Sheets Nos. 46(M), 47(M), 48(M), and 49(M)

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Tariff Sheets Nos. 50(M), 51(M), 52(M), 53(M), and 54(M)

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Exhibit No. 4

Tariff Sheets Nos. 55(M), 56(M), 57(M), 58(M), and 59(M)

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Exhibit No. 5

Tariff Sheets Nos. 39(M), 40(M), 41(M), 42(M), 43(M), 44(M), and 45(M)

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Exhibit No. 6

Examples of Parts Problems on Incandescent Street Lighting Fixtures

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Exhibit No. 7

Letter Addressed to Chris Kelleher, dated October 10, 1980, from Banner Iron Works

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Lumen Output Comparison

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