

Exhibit No.:
Issues: Approval of
Territorial Agreement
Witness: Ronald W. Loesch
Type of Exhibit: Direct Testimony
Sponsoring Party: Union Electric Co.
Case No.: EO-97-6 et al.

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.

EO-97-6 et al.

DIRECT TESTIMONY

OF

RONALD W. LOESCH

St. Louis, Missouri
August 30, 1996

Exhibit No. 25
Date 6-3-99 Case No. EO-96-14
Reporter DURBIN

DIRECT TESTIMONY
OF
RONALD W. LOESCH

MISSOURI PUBLIC SERVICE COMMISSION
Docket Nos. EO-97-6, EA-97-55, and EM-97-61
Consolidated

1 Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

2 A. Ronald W. Loesch, P.O. Box 38, Mexico, Missouri
3 65265.

4 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

5 A. I am employed by Union Electric Company (UE) as
6 Manager of its Little Dixie and Green Hills Districts. These
7 districts cover an area bounded approximately by Interstate 70
8 on the South, the Mississippi River on the East, the Missouri-
9 Iowa border on the North, and Excelsior Springs on the West.
10 In this area, UE serves approximately 65,000 electric and
11 51,000 gas customers.

12 Q. PLEASE SUMMARIZE YOUR PRIOR WORK EXPERIENCE AT UNION
13 ELECTRIC COMPANY.

14 A. I began work in May, 1972, for Missouri Power &
15 Light Company (MPL), a former subsidiary of UE. I worked in
16 the areas of Property Accounting, Accounting, Corporate
17 Planning and Rates prior to 1984. In 1984, MPL was merged
18 into UE. Since 1984, I have worked in the areas of Office
19 Operations, Personnel Development and District Management of
20 UE.

1 Q. WHAT ARE YOUR DUTIES AND RESPONSIBILITIES IN YOUR
2 PRESENT POSITION AS MANAGER OF UE'S LITTLE DIXIE AND GREEN
3 HILLS DISTRICTS?

4 A. As Manager, I am in charge of the day-to-day
5 operation of these districts and I provide direction to a
6 staff of 212 employees.

7 Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?

8 A. I received a Bachelor of Science Degree in
9 Accounting from Lincoln University in Jefferson City,
10 Missouri, in 1969, and a Master of Business Administration
11 from the Lincoln University in 1980.

12 Q. ARE YOU FAMILIAR WITH THE SUBJECT MATTER OF THIS
13 CASE?

14 A. Yes, I am. Case EO-97-6 involves the Missouri
15 Public Service Commission's review of the Joint Application of
16 Union Electric Company (UE) and Macon Electric Cooperative
17 (MEC) requesting approval of a Territorial Agreement covering
18 portions of Macon, Randolph, Monroe, Shelby, Adair, Linn,
19 Knox, Sullivan, and Chariton Counties, Missouri. This case
20 also requests Commission approval for certain transfers of
21 facilities and customers needed to implement the Territorial
22 Agreement. To support the Territorial Agreement, UE is also
23 requesting the Commission to approve in Case No. EM-97-61 the
24 transfer of certain facilities to Northeast Missouri Electric
25 Cooperative (Northeast), and in Case No. EA-97-55, it is
26 requesting the Commission to issue a certificate of

1 convenience and necessity for those areas where UE is
2 receiving facilities from MEC and Northeast.

3 Q. ARE YOU FAMILIAR WITH THE CONTENTS OF THAT
4 TERRITORIAL AGREEMENT?

5 A. Yes, I negotiated the Agreement for UE. I have
6 attached as Schedule 1 to my testimony a copy of the
7 Territorial Agreement between UE and MEC.

8 Q. PLEASE BRIEFLY DESCRIBE THE PRINCIPAL FEATURES OF
9 THE TERRITORIAL AGREEMENT.

10 A. The Territorial Agreement divides electric service
11 responsibilities between UE and MEC in Macon, Randolph,
12 Monroe, Shelby, Adair, Linn, Knox, Sullivan, and Chariton
13 Counties.

14 Exhibit 1 of the Territorial Agreement is a metes
15 and bounds description of MEC's service territory. Exhibit 2
16 is a series of maps showing MEC's service territory. UE's
17 service territory is all of Macon, Randolph, Monroe, Shelby,
18 Adair, Linn, Knox, Sullivan, and Chariton counties except such
19 portions thereof as are described by metes and bounds as MEC's
20 in Exhibit 1. The Territorial Agreement does not limit UE's
21 or MEC's right to construct appropriate facilities within the
22 designated electric service area of the other supplier
23 necessary to provide reliable electric service in their
24 respective areas, however, the Agreement provides for dealing
25 with new structures located precisely on the boundary line;
26 the first owner at the new structure will be allowed to choose

1 either supplier. The Agreement requires the transfer of
2 certain facilities and sets forth the methods used to
3 implement the transfers of those facilities. The
4 implementation period for the Territorial Agreement is three
5 years.

6 Q. WHAT IMPACT DOES THE DIVISION OF SERVICE AREAS
7 CONTAINED IN THE TERRITORIAL AGREEMENT HAVE ON OTHER ELECTRIC
8 SUPPLIERS SERVING IN MACON, RANDOLPH, MONROE, ADAIR, LINN,
9 KNOX, SULLIVAN, AND CHARITON COUNTIES?

10 A. The Territorial Agreement applies only to UE and MEC
11 and has no impact on other electric suppliers. Missouri law,
12 particularly Section 394.312 RSMo., permits territorial
13 agreements to specifically designate the boundaries of the
14 electric service territory of the electric service suppliers
15 subject to the agreement. Since only UE and MEC have signed
16 the Territorial Agreement, they are the only electric
17 suppliers subject to the Agreement. UE recognizes that other
18 electric suppliers serve in the counties covered by the
19 Territorial Agreement and understands that the Agreement
20 neither changes or limits the existing or future territorial
21 rights or duties of those suppliers nor restrains their
22 ability to provide electric service within the area covered by
23 the Agreement. If the Territorial Agreement is approved, UE
24 promises it will not assert any rights arising out of it
25 against any other electric supplier not subject to the
26 Agreement.

1 Q. DOES THE TERRITORIAL AGREEMENT INCLUDE A PROVISION
2 RELATING TO CERTAIN MUNICIPALLY OWNED ELECTRIC SYSTEMS?

3 A. Yes, it does. Section 5 of the Agreement deals
4 with a potential situation that may arise in the future: one
5 or more of the incorporated communities of Marceline, Macon,
6 La Plata, or Shelbina cease to operate their municipal
7 electric systems and UE purchases their facilities. This
8 section sets forth a procedure for establishing the UE/MEC
9 service area boundary after the occurrence of this potential
10 situation. I believe it is extremely remote that any of these
11 cities would cease to operate its municipal system; however,
12 since the Territorial Agreement is perpetual, it is desirable
13 to address this potential situation. Again, as I previously
14 testified, UE understands that the Territorial Agreement
15 neither changes or limits the existing or future territorial
16 rights or duties of these municipal electric systems nor
17 restrains their ability to provide electric service within the
18 area covered by the Agreement. If approved, UE promises it
19 will not assert any rights arising out of the Territorial
20 Agreement against these municipally-owned electric systems.

21 Q. DOES THE TERRITORIAL AGREEMENT REQUIRE THE EXCHANGE
22 OF CUSTOMERS?

23 A. Yes, it does. Section 3 of the Territorial
24 Agreement requires MEC to transfer all of its customers within
25 UE's service area to UE within three years of the effective
26 date of the Agreement. Section 4 requires UE to transfer all

1 of its customers within MEC's service area to MEC during the
2 same time period. Thus, UE will transfer approximately 3000
3 customers to MEC. In return, MEC will transfer approximately
4 1000 customers to UE. Although the customer exchange ratio is
5 approximately 3:1, this imbalance could be made up by the
6 addition of one or two large industrial customers in the
7 Moberly or Brookfield areas to be served by UE. As a result
8 of the Territorial Agreement, UE's service territory will be
9 more compact and will be concentrated in areas around Moberly
10 and Brookfield, areas we believe have growth potential.
11 Therefore, I expect the imbalance to be made up over time.

12 Q. WHAT PUBLIC INTEREST GOALS ARE ADVANCED BY THIS
13 TERRITORIAL AGREEMENT?

14 A. Several public interest goals are served by this
15 Territorial Agreement. First, the Agreement will remove
16 extensive duplication of facilities now existing between UE
17 and MEC. In the future, lines will no longer be built by a
18 second party that are redundant and wasteful. Therefore, each
19 electric supplier will be able to focus its efforts on
20 efficiently utilizing its resources to better serve its
21 customers.

22 Second, the resulting service territories will also
23 be exclusive, relative to UE and MEC, which will benefit the
24 public. The public will have more certainty in who to call
25 for service and service issues. UE's system planning ability
26 will be improved. By knowing that UE will be serving all the

1 customers in our area, we can better plan substation and
2 feeder locations and sizes. All in-place and acquired
3 facilities can be utilized to serve new customers in UE's
4 service area. The acquired facilities will also reinforce the
5 reliability of the existing facilities. Therefore, the
6 Territorial Agreement will improve UE's system planning
7 ability and all facilities will be utilized to their fullest
8 based on the load in the area.

9 Third, the resulting UE service territory will be
10 more consolidated and compact, which will enable UE to better
11 serve its customers. After the exchange of territory with MEC
12 is complete, UE will have a more densely populated service
13 area and a less far-flung distribution system, eliminating
14 service areas far from our works headquarters and bulk
15 substations. UE has works headquarters in Brookfield and
16 Moberly and a bulk substation in Moberly. Our service
17 territory will be consolidated into areas around Moberly and
18 Brookfield such that the most distant customer from our works
19 headquarters in Brookfield will be 7 miles, and 12 miles from
20 our works headquarters in Moberly. UE will be more efficient
21 in its maintenance and operation of this more consolidated
22 service territory, thus allowing it to improve customer
23 service and reliability and reduce expenses. This should
24 decrease the call-out, dispatch, patrolling and switching
25 times required for service restoration.

26 Finally, UE will be able to eliminate several rural

1 substations from service, which would need major renovation,
2 rehabilitation, relocation or rebuilds in the next few years.
3 Several of those substations serve distribution systems which
4 would need to be upgraded and converted to our standard, 12kV
5 distribution voltage at the time the substations are improved.
6 These avoided costs along with the savings associated with a
7 more compact service territory will enhance UE's ability to
8 keep its rates as low as possible.

9 Q. HAS UE DONE A RATE COMPARISON OF UE AND MEC?

10 A. Yes, I have attached as Schedule 2 a copy of a rate
11 comparison which was prepared under my supervision. It
12 accurately shows the differing impacts of our rates on various
13 usages. Overall, the amount a customer would pay would change
14 very little as a result of the Territorial Agreement. For
15 example, a typical residential UE customer's bill is
16 approximately 6.5% lower than a similarly situated MEC
17 customer.

18 Q. IN THE REPORT AND ORDER ON REHEARING FOR CASE NO.
19 EO-95-400 ET AL., THE COMMISSION OPINED THAT, IN THE FUTURE,
20 ELECTRIC SUPPLIERS WHO ENTER INTO TERRITORIAL AGREEMENTS
21 INVOLVING EXCHANGE OF CUSTOMERS SHOULD PROVIDE AFFECTED
22 CUSTOMERS WITH A PROCESS FOR DIRECT INPUT INTO THE
23 TRANSACTION. WHAT EFFORTS HAVE UE AND MEC TAKEN TO PROVIDE
24 FOR DIRECT INPUT FROM THEIR CUSTOMERS AFFECTED BY THIS
25 TERRITORIAL AGREEMENT?

26 A. Both UE and MEC agree that it is desirable to obtain

1 direct input from the customers potentially affected by the
2 Territorial Agreement early in the process. By soliciting
3 input early, the customers' concerns can be identified,
4 questions can be answered, and the terms of the Territorial
5 Agreement modified, as required. Therefore, UE and MEC
6 developed a process to solicit customer input in advance of
7 the companies entering into the Agreement.

8 Q. PLEASE DESCRIBE THE PROCESS USED TO INVOLVE AFFECTED
9 CUSTOMERS?

10 A. First, affected customers were contacted by mail on
11 or about May 6, 1996. Once it became apparent that a
12 Territorial Agreement between the parties was feasible and
13 sufficient details concerning the Agreement had been
14 developed, UE and MEC sent letters to each affected customer
15 to inform them of the potential Territorial Agreement. Each
16 letter was accompanied by a brochure which provided
17 information on the customer's proposed new electric supplier.
18 On or about the same day the letters were mailed, a joint news
19 release was issued to inform everyone in the combined service
20 area of both companies of the proposed Agreement. While each
21 company was responsible to notify its customers, both
22 companies cooperated in the development of the notification
23 letter and brochure. I am attaching as Schedule 3 to my
24 testimony a copy of my May 6, 1996, customer letter, a copy of
25 the UE/MEC joint news release, and copies of the brochures,
26 describing UE and MEC, that were enclosed with the customer

1 letters.

2 Next, UE and MEC held customer information meetings
3 at locations selected to cover the affected area of the
4 Territorial Agreement. Both UE and MEC felt that customer
5 input would be maximized by face-to-face meetings. Since the
6 area covered by the Territorial Agreement is large and both
7 companies wanted the meetings to be well attended and
8 convenient, we decided to hold multiple meetings. These
9 meetings were held as follows: in Macon at the Long Branch
10 Restaurant on May 13, 1996, from 1:00 PM to 8:00 PM; in
11 Moberly at the Ramada Inn on May 14, 1996, from 1:00 PM to
12 8:00 PM; in Bucklin at the Bucklin School on May 15, 1996,
13 from 1:00 PM to 8:00 PM; and in Shelbyville at the Moonshiners
14 Building on May 16, 1996, from 1:00 PM to 8:00 PM. This
15 schedule along with an open invitation to attend a meeting was
16 included in both the customer information letter and the joint
17 news release. During each meeting, personnel from UE and MEC
18 were available to answer customer questions.

19 Q. DID YOU PERSONALLY ATTEND ANY OF THE MEETINGS?

20 A. I attended the Macon, Bucklin, and Shelbyville
21 public meetings. My associates, David Allen, Supervising
22 Engineer, and Mike Holman, Area Office Supervisor, attended
23 the public meeting in Moberly. Representatives from MEC were
24 also present at every meeting.

25 Q. HOW WERE QUESTIONS FROM THE PUBLIC HANDLED?

26 A. During the customer meetings, UE or MEC personnel

1 provided answers to customer questions.

2 Q. DID YOU FEEL THAT THE MEETINGS WERE WORTHWHILE?

3 A. Yes, I felt the meetings were helpful in relieving
4 some of the apprehensions and anxieties of changing electrical
5 suppliers. The meetings also gave MEC members an opportunity
6 to talk to UE representatives and UE customers an opportunity
7 to talk to the MEC representatives.

8 Q. WAS THE COMMISSION ADVISED IN ADVANCE OF THE
9 MEASURES UE WAS TAKING TO INFORM CUSTOMERS AFFECTED BY THE
10 PROPOSED TERRITORIAL AGREEMENT?

11 A. Yes, on May 1, 1996, UE sent the Commission a letter
12 informing them that we were contemplating a Territorial
13 Agreement with MEC, describing the customer notification
14 process, and inviting the Commission or its staff to attend
15 the public meetings.

16 Q. PLEASE GENERALLY DESCRIBE UE'S ELECTRIC FACILITIES
17 AS THEY EXIST NOW IN THE AREA OF THE PROPOSED TERRITORIAL
18 AGREEMENT.

19 A. In the affected areas, UE has two 161/69kV bulk
20 substations -- the Adair Bulk Substation in Kirksville and the
21 Moberly Bulk Substation in Moberly. A 69kV line runs from the
22 Adair Bulk Substation to the Moberly Bulk Substation. In
23 Macon, there is a 69kV switching station. At this station, a
24 69kV line taps-off the Adair-Moberly line and runs radially
25 east to serve the Clarence and Shelbyville Substations.
26 Clarence and Shelbyville are both 69/12kV Substations. The

1 communities of Clarence, Shelbyville, Leonard and Bethel are
2 served at 12kV from those two substations. Also, 69kV lines
3 from both the Moberly Bulk Substation and the Adair Bulk
4 Substation feed the Brookfield 69/34.5kV Substation. The
5 Brookfield Substation has three 34.5kV lines and one 69kV line
6 coming out of it. The 69kV line is very short, feeding a 69-
7 4kV distribution substation in Brookfield, the Hunt
8 Substation. Two of the 34.5kV lines feed two distribution
9 substations in Brookfield, the Brooks and Pershing
10 Substations. The third 34.5kV line out of the Brookfield
11 Substation heads east, feeding the rural substations in
12 Bucklin, New Cambria and Bevier. Bucklin is a 34.5/4kV
13 substation, serving the immediate Bucklin area. New Cambria
14 is a 34.5/12kV substation, feeding a distribution system with
15 considerable pole-miles which serves rural areas and the
16 communities of New Cambria, Ethel, Elmer, Mercyville,
17 Goldsberry and New Boston. Bevier is a 34.5/12kV substation,
18 serving the communities of Bevier and Callao. Finally, a
19 34.5kV line runs from Kirksville to Moberly, serving several
20 rural substations along the way. It is normally open at the
21 Macon 34.5kV switching station. (The 34.5kV line running east
22 from Brookfield Substation is also normally open at the Macon
23 34.5kV switching station.) The rural substations fed by the
24 34.5kV line that runs from Kirksville to Moberly are Atlanta,
25 Jacksonville, Excello, Holiday Acres and Cairo. Atlanta is a
26 34.5/13.8kV substation; Excello is a 34.5/2.4kV, three-phase

1 substation; Jacksonville is a 34.5/7.2kV, two-phase delta
2 substation; Holiday Acres is a 34.5/7.2kV, single-phase
3 substation; and Cairo is a 34.5/2.4kV substation.

4 Q. THE JOINT APPLICATION ALSO REQUESTS THE MISSOURI
5 PUBLIC SERVICE COMMISSION TO GRANT UE THE AUTHORITY TO
6 TRANSFER CERTAIN PROPERTY PURSUANT TO THE TERMS OF THE
7 TERRITORIAL AGREEMENT. PLEASE DESCRIBE THE NATURE OF THIS
8 TRANSFER OF FACILITIES.

9 A. The Territorial Agreement requires UE to transfer
10 its distribution facilities in the MEC area and MEC to
11 transfer its distribution facilities in the UE area. As a
12 result, UE will keep the Adair Bulk Substation, the Moberly
13 Bulk Substation, the 69kV line between Kirksville and Moberly,
14 the Brookfield Substation, the Brooks Substation, the Pershing
15 Substation, the Hunt Substation, the 69kV line between Adair
16 and Brookfield, the 69kV line between Moberly and Brookfield,
17 the 69kV line between the Brookfield and Hunt Substations, and
18 the two 34.5kV lines feeding the Brooks and Pershing
19 Substations.

20 The 34.5kV line from Brookfield Substation to the
21 rural substations, New Cambria and Bevier Substations, will be
22 cut open at the UE/MEC border and the portion of the line in
23 the MEC service territory will be transferred to MEC.
24 Likewise, the 34.5kV line running from Kirksville to Moberly
25 will be cut open at the UE/MEC border and the portion of the
26 line in the MEC service territory will be transferred to MEC.

1 The Atlanta, Jacksonville, Excello, Holiday Acres, New
2 Cambria, Bevier, and Cairo Substations will be retired from
3 service after the customers served from them are exchanged
4 with MEC. In addition to these substations and major
5 transmission facilities, UE will transfer to MEC all
6 distribution facilities presently used to serve customers
7 located in MEC's service territory.

8 Q. DOES THIS TERRITORIAL AGREEMENT REQUIRE ANY
9 ADDITIONAL TRANSFERS OF PROPERTY OR FACILITIES?

10 A. Yes. This Territorial Agreement also requires UE to
11 enter into an exchange agreement with Northeast, a copy of
12 which is attached as Schedule 4. Northeast is MEC's
13 generation and transmission cooperative. Pursuant to this
14 exchange agreement, Northeast will transfer to UE its
15 69kV/12.47kV substation located near Moberly and its 69kV
16 circuit between its Moberly substation and the deadend
17 structure No. 83. In exchange, UE will transfer to Northeast
18 a 69kV/12.47kV substation located near Clarence, a
19 69kV/12.47kV substation located near Shelbyville, its metering
20 equipment contained in a substation owned by Amoco Oil Company
21 located in or near Shelbina, and a 69kV circuit starting at a
22 point just outside the Macon switching station proceeding east
23 to a point just beyond the Shelbyville Substation. This
24 exchange will facilitate the Territorial Agreement by enabling
25 Northeast to supply MEC with power to the service area it is
26 obtaining from UE under the Territorial Agreement. In return,

1 UE will obtain a needed substation in the Moberly area and
2 will not have facilities in the Clarence and Shelbyville areas
3 to maintain.

4 Q. WILL UE CONTINUE TO MAINTAIN ANY FACILITIES IN THE
5 SERVICE TERRITORY OF MEC?

6 A. Yes, UE will continue to have facilities beyond the
7 boundaries of this Territorial Agreement. In addition, in the
8 future UE may also have to construct additional facilities
9 through MEC service territory to serve new loads beyond the
10 area of this Agreement.

11 Q. WILL UE TRANSFER ANY FRANCHISES TO MEC?

12 A. No. While UE has franchises with Atlanta, Bethel,
13 Bevier, Bucklin, Callao, Clarence, Elmer, Ethel, Jacksonville,
14 Leonard, New Cambria, Shelbyville, and South Gifford, these
15 franchises will not be transferred to MEC. MEC will be
16 required to make the necessary arrangements prior to serving
17 these cities.

18 Q. WHAT IS THE EXTENT OF THE COMPANY'S CERTIFICATE
19 AUTHORITY IN THE AREAS COVERED BY THIS TERRITORIAL AGREEMENT?

20 A. Under certificates of convenience and necessity
21 previously issued by this Commission, UE generally has
22 authority to serve the majority of the area which would
23 receive electric service from UE pursuant to this Territorial
24 Agreement. However, as part of the facility exchange which I
25 previously described, UE will be receiving facilities that are
26 beyond the area of its present certificates. Exhibit 2 to

1 Schedule 1 is a map, which, among other things, shows MEC's
2 distribution facilities in those areas where UE is seeking
3 certificate authority. Since these facilities will become
4 UE's facilities pursuant to the Territorial Agreement, we will
5 need certificate authority to serve customers through these
6 facilities. Attached as Schedule 5 to my testimony is a list
7 of land sections for which UE is seeking a certificate of
8 public convenience and necessity. This schedule lists those
9 land sections in which MEC has facilities which it is
10 exchanging with UE pursuant to the Territorial Agreement and
11 any land section adjacent thereto. The exception to this
12 principle is that the list does not include the adjacent land
13 section if it is the service territory of MEC per the
14 Agreement or Kansas City Power & Light.

15 Attached as Schedule 6 to my testimony are
16 illustrative tariffs which depict the UE service territory as
17 modified by the Territorial Agreement. The illustrative
18 tariffs in this Schedule correct minor typographical errors
19 found by the Commission Staff.

20 Q. WILL UE NEED ANY ADDITIONAL FRANCHISES TO SERVE IN
21 THE AREAS IT IS NOW SEEKING A CERTIFICATE TO SERVE?

22 A. No, it will not. UE currently has the necessary
23 county and municipal franchises.

24 Q. DOES UE HAVE THE NECESSARY BOARD OF DIRECTORS
25 AUTHORITY TO ENTER INTO THE TERRITORIAL AGREEMENT AND TRANSFER
26 FACILITIES?

1 A. Yes. Attached as Schedule 7 to my testimony is the
2 Board of Directors resolution approving the Territorial
3 Agreement and associated transfer of facilities.

4 Q. ARE YOU ASKING THAT THE COMMISSION APPROVE THE
5 TERRITORIAL AGREEMENT AS PRESENTED?

6 A. Yes, I am.

7 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

8 A. Yes, it does.

LIST OF SCHEDULES

- | | |
|------------|--|
| Schedule 1 | Union Electric Company/Macon Electric
Cooperative Territorial Agreement |
| Schedule 2 | Union Electric Company/Macon Electric
Cooperative Rate Comparison |
| Schedule 3 | Customer letter, UE/MEC joint news release,
and customer information brochures |
| Schedule 4 | Union Electric Company/Northeast Missouri
Electric Cooperative Exchange Agreement |
| Schedule 5 | List of Areas to be Certificated |
| Schedule 6 | Illustrative Tariffs |
| Schedule 7 | UE Board of Directors Resolution |