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STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS
Evidentiary Hearing
December 18, 1998
Jefferson City, Missouri
Volume 1

In the Matter of the Joint)
Application of Union Electric) Case EO-99-146
Company d/b/a AmerenUE and)
Crawford Electric Cooperative,)
Inc., for Approval of a Written)
Territorial Agreement Designating))
the Boundaries of Each Electric)
Service Supplier Within)
Washington County, Missouri.)

NANCY DIPPELL, Presiding
REGULATORY LAW JUDGE

REPORTED BY:

ERICA SCHULTE, CSR
ASSOCIATED COURT REPORTERS, INC.

1 APPEARANCES:

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6 Service Commission

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10 FOR: Office of the Public Counsel
11 and the Public

12 WILLIAM B. BOBNAR, Attorney at Law
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15 FOR: Union Electric Company d/b/a
16 AmerenUE

17 MATT TURNER, Attorney at Law
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20 Jefferson City, Missouri 65102

21 FOR: Crawford Electric Cooperative, Inc.

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1 P R O C E E D I N G S

2 (EXHIBIT NOS. 1 AND 2 WERE MARKED FOR
3 IDENTIFICATION.)

4 JUDGE DIPPELL: On the record. This is case
5 number EO-99-146 In the Matter of the Joint
6 Application of Union Electric doing business as
7 AmerenUE and Crawford Electric Cooperative
8 Incorporated for Approval of a Written
9 Territorial Agreement Designating the Boundaries
10 of each Electric Service Supplier Within
11 Washington County, Missouri.

12 My name is Nancy Dippell. I'm the
13 regulatory law judge. At this time I would like
14 to go ahead and do entries of appearance. Can we
15 begin with Union Electric?

16 MR. BOBNAR: Yes, your Honor. My name is
17 William Bobnar. I'm with Ameren Service Company
18 appearing on behalf of Union Electric Company
19 which is doing business as AmerenUE.

20 Our address is One Ameren Plaza, P.O. Box
21 66149, St. Louis, Missouri 63166.

22 JUDGE DIPPELL: And Crawford Electric
23 Cooperative?

24 MR. TURNER: Thank you, your Honor. My name
25 is Matt Turner with the law firm Andereck, Evans,

1 Milne, Peace & Baumhoer, 305 East McCarty, P.O.
2 Box 1438, Jefferson City, Missouri 65102,
3 representing Crawford Electric Cooperative.
4 JUDGE DIPPELL: And Staff?
5 MR. FREY: Thank you, your Honor. I'm
6 representing the Staff of the Missouri Public
7 Service Commission. My name is Dennis L. Frey.
8 And the address is P.O. Box 360, Jefferson City,
9 Missouri 65102.
10 JUDGE DIPPELL: And office of Public
11 Counsel?
12 MS. COOK: Yes. Shannon Cook on behalf of
13 the Public Counsel and the Public. Our address
14 is P.O. Box 7800, Jefferson City, Missouri
15 65102-7800.
16 JUDGE DIPPELL: Okay. Then we can go ahead
17 with opening statements. Mr. Bobnar I believe
18 you were going to begin.
19 MR. BOBNAR: Thank you, your Honor. My name
20 is William Bobnar. I'm an attorney with Ameren
21 Service Corporation. I represent in this case
22 AmerenUE which is one of the parties that have
23 filed an agreement -- a territorial agreement.
24 I would like to introduce AmerenUE's sole
25 witness, Mr. Eckelkamp. He's a customer service

1 engineer. He has negotiated this agreement with
2 Crawford Electric Cooperative.

3 The matter before the Commission today is
4 whether the second territorial agreement between
5 AmerenUE and Crawford Electric Cooperative should
6 be approved as being not detrimental to the
7 public interest.

8 As a matter of note AmerenUE and Crawford
9 have entered into territorial agreements before,
10 so this is why it's the second territorial
11 agreement that we're presenting here.

12 The first agreement established exclusive
13 service areas between the parties in Crawford,
14 Franklin, Gasconade and Jefferson Counties. The
15 first agreement has been approved by the
16 Commission in case number EO-91-204.

17 Now the parties have decided to enter into a
18 second agreement covering Washington County. A
19 county that was not covered by the first
20 agreement.

21 The parties entered into the second
22 territorial agreement on October 7, 1998. The
23 joint application is filed with the Commission on
24 October 13th, 1998 requesting approval of the
25 territorial agreement.

1 In summary the territorial agreement states
2 that after the effective date each parties will
3 have exclusive rights to furnish electric service
4 to all new structures located in its respective
5 service area as defined in the agreement.

6 Each party shall have the right to continue
7 to serve those existing customers wherever they
8 may be located, whether that's on our side of the
9 boundary or theirs after the effective date.

10 There will be no exchanges of customers or
11 facilities as a result of this agreement. The
12 Commission Staff, the Office of Public Counsel,
13 AmerenUE and Crawford after having reviewed the
14 joint application and the second territorial
15 agreement have considered our positions and have
16 issued a Stipulation and Agreement which resolves
17 the issues in the case.

18 We're here today to have a hearing on this
19 Stipulation and Agreement. And today I will also
20 present evidence that will show that the
21 Commission should approve the Stipulation and
22 Agreement because the territorial agreement is in
23 the public interest. Thank you.

24 JUDGE DIPPELL: Thank you. Would anyone
25 else like to make a statement, Crawford

1 Electric?

2 MR. TURNER: No thank you.

3 JUDGE DIPPELL: Staff?

4 MR. FREY: No thank you, your Honor.

5 JUDGE DIPPELL: Office of Public Counsel.

6 MS. COOK: No, thank you, your Honor.

7 JUDGE DIPPELL: Then Mr. Bobnar, you may go

8 ahead and proceed with your first witness.

9 JUDGE DIPPELL: Thank you, your Honor. I

10 call Nick Eckelkamp.

11 (WITNESS SWORN.)

12 NICHOLAS J. ECKELKAMP testified as follows:

13 DIRECT EXAMINATION BY MR. BOBNAR:

14 Q. Please state your name and address.

15 A. Name is Nicholas J. Eckelkamp. Address is 909

16 Norris Street, Washington, Missouri 63090.

17 Q. What's your position with AmerenUE?

18 A. I'm a customer service engineer in the district

19 of Franklin, St. Francois, Potosi.

20 Q. Are you familiar with the subject matter of this

21 case, the second territorial agreement between

22 Union Electric Cooperative and the Crawford

23 Electric Cooperative?

24 A. Yes, I am familiar with this agreement. I've been

25 involved with the agreement throughout the

1 process.

2 Q. Mr. Eckelkamp, I'm going to hand you a document

3 which has been marked as Exhibit 1. I'm going to

4 ask you to identify that for the record if you

5 would?

6 A. Yes. I identify this as the second territorial

7 agreement between Union Electric Company and

8 Crawford Electric Cooperative.

9 Q. Mr. Eckelkamp, given the fact that you have been

10 involved in this agreement can you tell us why

11 this agreement is in the public interest?

12 A. This agreement is in the public interest due to a

13 couple of reasons. One, this will prevent any

14 future duplication of services in the area, in

15 Washington County.

16 Secondly, this will give both Union Electric

17 Company and Crawford Electric Coop better

18 parameters as far as planning future development

19 in the area as far as distribution lines and the

20 substations in the area by knowing definite

21 parameters to serve.

22 Thirdly, the benefit of the agreement is the

23 esthetics of not having duplicate facilities in

24 areas, where you just have one distribution line

25 or facilities in the area instead of having

1 duplicate areas.

2 And lastly, it's in the public's interest
3 due to the public safety as far as customers
4 knowing particular areas that either Crawford
5 serves or Union Electric serves and the companies
6 -- the customers will be able to know which
7 company to respond to for service questions or in
8 some cases emergencies.

9 Q. Thank you. I'm going to hand you another
10 document which has been marked as Exhibit No. 2
11 and ask you to identify it.

12 A. Yes. This is the Stipulation and Agreement
13 between Union Electric and Crawford Electric
14 Coop.

15 Q. Mr. Eckelkamp, given your involvement in this
16 case do you recommend that the Commission approve
17 the Stipulation and Agreement?

18 A. Yes, I do recommend that they approve this
19 agreement.

20 MR. BOBNAR: Your Honor, I have no more
21 questions for this witness. I move that Exhibit
22 1 and 2 be admitted into evidence. And I offer
23 Mr. Eckelkamp for cross-examination.

24 JUDGE DIPPELL: Are there any objections to
25 Exhibit No. 1 or Exhibit No. 2 being received

1 into evidence?

2 (NO RESPONSE.)

3 JUDGE DIPPELL: Since there are none, then

4 Exhibit Nos. 1 and 2 are received.

5 (EXHIBIT NOS. 1 AND 2 WERE RECEIVED INTO

6 EVIDENCE.)

7 JUDGE DIPPELL: Is there cross-examination

8 by Crawford Electric?

9 MR. TURNER: No questions. Thank you.

10 JUDGE DIPPELL: Staff?

11 MR. FREY: No questions, your Honor. Thank

12 you.

13 JUDGE DIPPELL: Office of Public Counsel?

14 MS. COOK: None. Thank you.

15 JUDGE DIPPELL: Then you may be excused.

16 THE WITNESS: Thank you.

17 JUDGE DIPPELL: Do you have anything

18 further, Mr. Bobnar?

19 MR. BOBNAR: Your Honor, I have no more

20 witnesses. Thank you.

21 JUDGE DIPPELL: Would Crawford Electric like

22 to present any witnesses this morning?

23 MR. TURNER: No, your Honor.

24 JUDGE DIPPELL: Staff?

25 MR. FREY: Thank you, your Honor. Staff

1 calls James L. Ketter.

2 (WITNESS SWORN.)

3 JAMES L. KETTER testified as follows:

4 DIRECT EXAMINATION BY MR. FREY:

5 Q. Sir, will you please state your name for the

6 record.

7 A. James L. Ketter.

8 Q. And Mr. Ketter, by whom are you employed and in

9 what capacity?

10 A. I'm employed as an engineer in the electric

11 department of the Staff of Missouri Public

12 Service Commission.

13 Q. Okay. Thank you. Do you have before you a copy

14 of the Stipulation and Agreement filed in this

15 docket which has been marked for purposes of

16 identification as Exhibit 2?

17 A. Yes, I do.

18 Q. And in that document does Staff, based upon its

19 evaluation, concur that the subject territorial

20 agreement is not detrimental to the public

21 interest?

22 A. Yes.

23 Q. And does that remain Staff's position today, sir?

24 A. Yes, it is.

25 MR. FREY: Thank you, Mr. Ketter.

1 And with that, your Honor, I would tender
2 the witness for cross-examination.

3 JUDGE DIPPELL: Thank you. Is there any
4 cross-examination from AmerenUE?

5 MR. BOBNAR: No, your Honor.

6 JUDGE DIPPELL: Crawford Electric?

7 MR. TURNER: No, thank you.

8 JUDGE DIPPELL: Office of Public Counsel?

9 MS. COOK: None, thank you.

10 JUDGE DIPPELL: You may be excused,
11 Mr. Ketter.

12 Are there any more witnesses for Staff.

13 MR. FREY: No thank you, your Honor.

14 JUDGE DIPPELL: Does Office of Public
15 Counsel have any witnesses this morning?

16 MS. COOK: No.

17 JUDGE DIPPELL: Would any of the parties
18 like to make a closing statement?

19 MR. BOBNAR: No, your Honor.

20 MR. TURNER: No, thank you.

21 MR. FREY: No thanks, your Honor.

22 MS. COOK: No thanks.

23 JUDGE DIPPELL: In that case we discussed
24 before we went on the record that no briefs would
25 be necessary in this case. And I will adjourn

1 the hearing. Thank you. Off the record.

2 I N D E X

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4 Opening Statement by Mr. Bobnar 4

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6 AMERENUE'S EVIDENCE

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16 EXHIBIT INDEX

17 Marked Received

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19 Exhibit No. 1 3

20 10 Second Territorial Agreement

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22 Exhibit No. 2 3

23 10 Stipulation and Agreement

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