

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Second Prudence Review)	
Of Costs Subject to the Commission-Approved)	
Fuel Adjustment Clause of)	Case No. EO-2012-0074
Union Electric Company d/b/a Ameren Missouri.)	

MIEC STATEMENT OF POSITIONS

COMES NOW Missouri Industrial Energy Consumers, Inc. (“MIEC”), and files this
Statement of Positions:

1. Are the revenues derived from the power sales agreements between Ameren Missouri and counter-parties Wabash Valley Power Association, Inc. (“Wabash”) and American Electric Power Service Corporation as agent for the AEP Operating Companies (“AEP”) excluded from the definition of “OSSR” found in the Original Tariff Sheets Nos. 98.2 and 98.3 of Ameren Missouri’s Fuel and Purchase Power Adjustment Clause, which took effect March 1, 2009?

MIEC POSITION: The revenues derived from the power sale agreements between Ameren Missouri and counter-parties Wabash and AEP are not excluded from the definition of “OSSR” found in the Original Tariff Sheets Nos. 98.2 and 98.3 of Ameren Missouri’s Fuel and Purchase Power Adjustment Clause, which took effect March 1, 2009.

2. Was it imprudent, improper and/or unlawful for Ameren Missouri to exclude the Company’s power sale agreements with AEP and Wabash from off-system sales and not include the revenues collected under the Company’s power sale agreements with AEP and Wabash in OSSR and, therefore, not include those revenues in its calculation of the Fuel and Purchased Power Adjustment rates for the time period of October 1, 2009, to June 20, 2010?

MIEC POSITION: It was imprudent, improper and unlawful for Ameren Missouri to exclude the Company's power sale agreements with AEP and Wabash from off-system sales and not include the revenues collected under the Company's power sale agreements with AEP and Wabash in OSSR and therefore, not include those revenues in its calculation of the Fuel and Purchased Power Adjustment rates for the time period of October 1, 2009, to June 20, 2010.

3. Did Ameren Missouri's conduct described in Paragraph 2, above, result in harm to its ratepayers?

MIEC POSITION: Yes. Ameren Missouri's conduct deprived its ratepayers of the benefit of the bargain implicit in the Commission's approval of the fuel adjustment tariff language proposed in the stipulation and agreement among the parties to the rate case, ER-2008-0318. The bargain implicit in the approved fuel adjustment clause is that ratepayers will pay more when the utility's fuel costs rise or offsetting revenue from off-system sales drop. On the other hand, ratepayers will pay less from decreased rates if fuel costs drop or offsetting revenue from off-system sales increase. Here, offsetting revenue from off-system sales, as those revenues were defined in the fuel adjustment tariff, increased and ratepayers should have benefited from decreased rates in the amount of \$26,342,791. However, Ameren Missouri's conduct deprived ratepayers of that benefit by branding the Wabash and AEP contracts as long-term full or partial requirements contracts when they do not qualify as such under the terms of the Company's tariff.

4. Should Ameren Missouri refund to its ratepayers through its FAC the amount improperly collected from them by virtue of the conduct described in Paragraph 2, above?

MIEC POSITION: Yes.

5. What is the amount that should be refunded, if any?

MIEC POSITION: The amount that should be refunded is \$26,342,791, plus interest.

Respectfully Submitted,

Bryan Cave, LLP

/s/ Brent Roam

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was served via e-mail on all counsel of record this 15th day of June, 2012.

/s/ Brent Roam