

**PRUDENCE REVIEW OF COSTS
IN THE FUEL ADJUSTMENT CLAUSE
OF
UNION ELECTRIC COMPANY, d/b/a AMEREN
MISSOURI**

October 1, 2009 through May 31, 2011

**MISSOURI PUBLIC SERVICE COMMISSION
STAFF REPORT**

FILE No. EO-2012-0074

*Jefferson City, Missouri
February 29, 2011*

**** Denotes Highly Confidential Information ****

NP

TABLE OF CONTENTS

I.	EXECUTIVE SUMMARY	1
II.	INTRODUCTION	2
	A. GENERAL DESCRIPTION OF AMEREN MISSOURI'S FAC2	2
	B. PRUDENCE STANDARD	3
III.	NET FUEL AND PURCHASED POWER COSTS	3
	A. EXPLANATION OF FUEL COSTS, PURCHASED POWER COSTS, OFF-SYSTEM SALES REVENUES AND NET EMISSION ALLOWANCES	4
	B. COAL AND RAIL TRANSPORTATION COSTS	5
	C. NATURAL GAS COSTS	7
	D. FUEL OIL COSTS	9
	E. NUCLEAR FUEL COSTS	9
	F. PURCHASED POWER ENERGY COSTS AND AGREEMENTS	10
	G. OFF-SYSTEM SALES REVENUES	12
	H. SO ₂ AND NO _x ALLOWANCES	13
IV.	INTEREST COSTS	14
V.	OUTAGES	15

**PRUDENCE REVIEW OF COSTS
IN THE FUEL ADJUSTMENT CLAUSE OF
UNION ELECTRIC COMPANY, d/b/a AMEREN MISSOURI**

I. Executive Summary

The Missouri Public Service Commission (Commission) first authorized Union Electric Company, d/b/a, Ameren Missouri to use a Fuel Adjustment Clause (FAC) in Ameren Missouri's 2008 general electric rate case, File No. ER-2008-0318 (at that time Ameren Missouri was doing business as AmerenUE). The Commission approved modifications to Ameren Missouri's FAC in Ameren Missouri's next two general electric rate cases, File Nos. ER-2010-0036 and ER-2011-0028. Ameren Missouri now has a general electric rate case pending, File No. ER-2012-0166, but that case was just filed February 3, 2012.

Missouri statute and Commission rule, § 386.266.4(4) RSMo (Supp. 2011) and 4CSR 240-20.090(7), respectively, require prudence reviews of an electric utility's FAC no less frequently than at eighteen-month intervals. This is Staff's second prudence review of Ameren Missouri's FAC. In this prudence review, Staff analyzed items affecting Ameren Missouri's total fuel and purchased power costs net of off-system sales revenues for the third, fourth, fifth, sixth and seventh four-month accumulation periods of Ameren Missouri's FAC. Ameren Missouri's third FAC accumulation period was October 1, 2009, through January 31, 2010. The fourth accumulation period was February 1, 2010, through May 31, 2010. The fifth accumulation period was June 1, 2010, through September 30, 2010. The sixth accumulation period was October 1, 2010, through January 31, 2011. And, the seventh accumulation period was February 1, 2011, through May 31, 2011. Thus, the period of this prudence review covers the twenty (20) months from October 1, 2009 through May 31, 2011.

In evaluating prudence, Staff reviews whether a reasonable person facing the same decision would find both the information the decision-maker relied on and the process the decision-maker employed was reasonable based on the circumstances at the time the decision was made, *i.e.*, without the benefit of hindsight. The decision actually made is disregarded and the review is an evaluation, instead, of the reasonableness of the information the decision-maker relied on and the decision-making process the decision-maker employed. If either the information relied upon or the decision-making process employed was imprudent, then an examination is made to determine whether the

imprudence caused any harm to ratepayers. Only if the imprudence resulted in harm to ratepayers, will Staff recommend the utility return funds collected to the ratepayers.

Staff is filing its second prudence review of Ameren Missouri's FAC in two separate reports. In *Staff's Prudence Report and Recommendation Regarding Wabash and AEP Contracts*, dated October 28, 2011, filed in this file, Staff presented its prudence review analysis and recommendation¹ regarding Ameren Missouri's treatment of revenues it received from its contracts to sell energy to Wabash Valley Power Association (Wabash) and American Electric Power Operating Companies (AEP) during the third, fourth and fifth accumulation periods of Ameren Missouri's FAC. In this report, Staff presents its analysis of Ameren Missouri's treatment of all other expenses and revenues associated with its FAC for the entirety of its third, fourth, fifth, sixth, and seventh accumulation periods (October 1, 2009 through May 31, 2011), i.e., exclusive of its revenues from the Wabash and AEP contracts.

II. Introduction

A. General Description of Ameren Missouri's FAC

Ameren Missouri's commission-approved FAC allows Ameren Missouri to recover from (if the net costs exceed) or return to (if the net costs are less than) its ratepayers ninety-five percent (95%) of the difference between its prudently incurred variable fuel and purchased power costs net of off-system sales and the net base fuel cost amount as a result of rates the Commission sets in an Ameren Missouri general electric rate proceeding. Ideally, ninety-five (95%) of any over- or under-recovery of fuel and purchased power costs net of off-system sales revenues during four-month accumulation periods are refunded and collected from customers during twelve-month recovery periods through an increase or decrease in the Fuel and Purchased Power Adjustment (FPA).² Practically, that ideal is rarely, if ever met; and therefore, Ameren Missouri's FAC is also designed for a true-up of any over- or under-recovery during a recovery period. Commission-ordered refunds due a Commission determination of imprudence in a prudence review are to be returned to Ameren Missouri ratepayers at the same time a true-up adjustment is implemented.

¹ In its October 28, 2011 report in this case, Staff recommends the Commission find Ameren Missouri imprudent for not including all cost and revenues associated with the sales of energy to Wabash and AEP for the period October 1, 2009 through June 20, 2010 and order Ameren Missouri to refund to its customers, in aggregate, \$**_____** plus interest accrued at Ameren Missouri's short-term interest rate from May 31, 2011 until refunded by an adjustment to its FPA rates.

² In Ameren Missouri's last completed general rate proceeding, the Commission approved a change in the length of the recovery periods from twelve months to eight months effective with the eighth recovery period following the eighth accumulation period.

In this report Staff did not find any occurrence of imprudence for the areas reviewed as described in detail below.

B. Prudence Standard

In *State ex rel. Associated Natural Gas Co. v Public Service Com'n of State of Mo.*, 954 S.W.2d 520, 528-29 (Mo.App. W.D., 1997) the Western District Court of Appeals stated the Commission's prudence standard as follows:

The PSC has defined its prudence standard as follows:

[A] utility's costs are presumed to be prudently incurred... . However, the presumption does not survive "a showing of inefficiency or improvidence."

... [W]here some other participant in the proceeding creates a serious doubt as to the prudence of an expenditure, then the applicant has the burden of dispelling these doubts and proving the questioned expenditure to have been prudent. (Citations omitted).

Union Electric, 27 Mo. PSC (N.S.) 183, 193 (1985) (quoting *529 *Anaheim, Riverside, Etc. v. Fed. Energy Reg. Com'n, 669 F.2d 700, 809 (D.D. Cir. 1981)*). In the same case, the PSC noted that this test of prudence should not be based upon hindsight, but upon a reasonableness standard:

[T]he company's conduct should be judged by asking whether the conduct was reasonable at the time, under all the circumstances, considering that the company had to solve its problem prospectively rather than in reliance on hindsight. In effect, our responsibility is to determine how reasonable people would have performed the tasks that confronted the company.

Union Electric, 27 Mo. P.S.C at 194 (quoting *Consolidated Edison Company of New York, Inc. 45 P.U.R. 4th 331 (1982)*).

In reversing the Commission in that case, the Court did not criticize the Commission's definition of prudence, but held, in part, that to disallow a utility's recovery of costs from its ratepayers based on imprudence the Commission must determine the detrimental impact of that imprudence on the utility's ratepayers. *Id.* at 529-30

This is the prudence standard Staff has followed in this review.

III. Net Fuel and Purchased Power Costs

The Staff reviewed for prudence related to fuel costs, purchased power costs, off-system sales revenues and net emission allowances for Ameren Missouri's third, fourth, fifth, sixth, and seventh accumulation periods - October 1, 2009 through May 31, 2011.

A. Explanation of Fuel Costs, Purchased Power Costs, Off-System Sales Revenues and Net Emission Allowances

Ameren Missouri's FAC is comprised of four major cost and revenue components: Fuel Costs, Purchased Power Costs, Revenue from Off-System Sales and Net Emission Allowances. The Fuel Cost component is comprised of fossil fuel (coal, natural gas and fuel oil) costs and nuclear fuel costs.

During the time period covered by this prudence review, Ameren Missouri's parent, Ameren Corporation (Ameren), charged Ameren Energy Fuels and Services (AFS) with the responsibility of engaging in the trading, purchase and sale of certain commodities on behalf of Ameren Missouri and its affiliates. Staff has only reviewed the AFS practices and policies as they directly relate to Ameren Missouri.

The objectives and management philosophy that AFS followed is detailed in the AFS Risk Management Policy (Highly Confidential) Ameren Missouri provided in response to Staff Data Request 0027.1 in this case:

- ** _____

- _____

- _____

- _____

- _____

- _____

- _____

 - _____

 - _____

 - _____

- _____ **

Staff notes a change occurred in Ameren Missouri's risk management policy, outside of the review period, as a result of the Ameren Missouri Commodity Risk Management Policy version 08-2011.1. Effective August 1, 2011, Ameren Missouri's parent, Ameren Corporation, has moved responsibility of engagement of the trading, purchase and sale of certain commodities away from Ameren Energy Fuels and Services to Ameren Missouri.

B. Coal and Rail Transportation Costs

1. Description

For the period October 1, 2009 to May 31, 2011, Staff concludes that approximately ** _____ ** of Ameren Missouri's gross fuel cost was associated with coal it used in generating electricity. This cost of coal includes the cost of coal used for off-system sales plus various miscellaneous costs such as charges for rail and other ground transportation service, and other miscellaneous coal handling expenses.

Staff reviewed AFS's 2009 Powder River Basin (PRB) Coal Procurement Strategy document and AFS's Risk Management Policy document. AFS's coal procurement strategy for Ameren Missouri is summarized well in the Coal Procurement Strategy Executive Summary, page 1, as follows:

** _____

_____ **

Staff has reviewed the various components and AFS's practices in complying with this stated strategy.

[illegible]

2. Summary of Cost Implications

3. Conclusion

4. Documents Reviewed

6

NP

b. Ameren Missouri's General Ledger, FPA calculation, FAC tariff, and other workpapers to determine the amount that Ameren Missouri paid for natural gas as compared to the total cost of natural gas that Ameren Missouri claims it incurred during the period October 1, 2009 to May 31, 2011.

Staff Expert: Dana Eaves

D. Fuel Oil Costs

1. Description

For its review of the period October 1, 2009 to May 31, 2011, Staff concludes approximately ** _____ ** of Ameren Missouri's cost of fuel was associated with fuel oil used in the generation of electricity. This cost of fuel oil used to generate electricity includes the cost of fuel oil Ameren Missouri used for off-system sales plus various miscellaneous costs, such as ground transportation service charges and other miscellaneous fuel handling expenses.

2. Summary of Cost Implications

If Staff found that Ameren Missouri was imprudent in its purchasing decisions relating to fuel oil, ratepayer harm could result from that imprudence by an increase in FAC charges.

3. Conclusion

Staff found no indication of imprudence associated with AFS's fuel oil purchases for Ameren Missouri for the period October 1, 2009 to May 31, 2011.

4. Documents Reviewed

a. Ameren Missouri's responses to Staff's data requests related to Ameren Missouri's fuel purchases. Ameren Missouri's General Ledger, FPA calculation, and other work papers to determine the amount that Ameren Missouri paid for fuel oil as compared to the total cost of fuel oil that Ameren Missouri claims it incurred during the period October 1, 2009 to May 31, 2011.

Staff Expert: Dana Eaves

E. Nuclear Fuel Costs

1. Description

From its review of the period October 1, 2009 to May 31, 2011, Staff concludes that approximately ** _____ ** of Ameren Missouri's cost of fuel was associated with nuclear

fuel used in the generation of electricity at Ameren Missouri's Callaway facility. This cost of nuclear fuel includes the amount associated with the cost of nuclear fuel used for off-system sales. The cost of nuclear fuel includes various miscellaneous costs, such as Westinghouse credits, ground transportation service charges and other miscellaneous nuclear fuel handling expenses.

Ameren Missouri's written *Ameren Missouri Nuclear Fuel Risk Management Policy* is the controlling document for the acquisition and control of nuclear fuel for the Callaway facility. Staff has reviewed the various components and Ameren Missouri practices in complying with the parameters relating to nuclear fuel stated in that document.

2. Summary of Cost Implications

If Ameren Missouri was imprudent in purchasing nuclear fuel, ratepayer harm could result from that imprudence by an increase in customer FAC charges.

3. Conclusion

Staff found no indication of imprudence related to the purchase of nuclear fuel for the five accumulation periods covering October 1, 2009 to May 31, 2011.

4. Documents Reviewed

Ameren Missouri responses to Staff's data requests related to Ameren Missouri's fuel purchases. *Ameren Missouri Nuclear Fuel Risk Management Policy*, Ameren Missouri's General Ledger, Ameren Missouri's FPA calculation, FAC tariff, and other work papers to determine the amount Ameren Missouri claims it incurred during the period October 1, 2009 to May 31, 2011.

Staff Expert: Dana Eaves

F. Purchased Power Energy Costs and Agreements

1. Description

Staff reviewed both the prices and the amounts Ameren Missouri paid for its long-term purchased power contracts. Ameren Missouri's long-term contract with Entergy Arkansas, Inc., expired August 31, 2009, and was not renewed during this review period. Ameren Missouri's contract with Horizon Wind Energy for energy at the Pioneer Prairie wind farm began on September 1, 2009, which is just one month before the first month of this prudence review period. This 15-year fixed price take-or-pay contract is for energy from the wind farm and the associated Renewable Energy Credits (RECs). The Horizon Wind Energy contract is at a fixed

price of ** _____ ** per kWh for the 15-year term, which is above the spot market average price of \$0.037 per kWh during the twenty months of the prudence review period. However, the twenty-month review period spot market average energy price is lower than in the recent past due to lower market prices for natural gas. Staff also notes that effective January 1, 2011, Ameren Missouri must meet the requirements of Rule 4 CSR 240-20.100 Electric Utility Renewable Energy Standard Requirements (RES) and must generate or purchase no less than two percent (2%) of its annual retail electric sales from renewable energy sources during calendar years 2011 through 2013. The RES requirement for renewable energy increases to no less than five percent (5%) for 2014 through 2017, to no less than ten percent (10%) for 2018 through 2020, and to no less than fifteen percent (15%) in each calendar year beginning in 2021. Since natural gas prices have been highly volatile in recent past years and since Ameren Missouri has to annually meet the requirements of Rule 4 CSR 240-20.100 beginning January 1, 2011, the Company's Horizon Wind Energy contract does not appear to be imprudent.

In addition to the long-term purchased power contracts discussed above, Ameren Missouri also purchases hourly energy from Regional Transmission Organizations—The Midwest Independent Transmission System Operator (MISO) and PJM Interconnection, LLC. (PJM) day ahead markets. Ameren Missouri also makes short-term bilateral agreements for energy from other electric suppliers to help meet Ameren Missouri's load during times of plant forced outages or planned outages, and during times when the market price is below both the marginal cost of providing energy from Ameren Missouri's marginal generating units. Staff reviewed hourly and monthly purchased power information during the prudence review period.

2. Summary of Cost Implications

If it was found that Ameren Missouri had been imprudent by purchasing additional energy to meet its demand at a rate above that which Ameren Missouri could generate itself, ratepayer harm could result from an increase in FAC charges.

3. Conclusion

Staff found no evidence Ameren Missouri acted imprudently with regard to its purchases of hourly energy in the spot market during the prudence review period. Ameren Missouri's fuel and purchased power costs were slightly higher in the period reviewed than they would have been had the wind power Ameren Missouri purchased been economically dispatched instead of

the fixed price take-or-pay Horizon Wind Energy contract. However, the Horizon Wind Energy contract is a long-term contract and must be viewed in light of the long-term needs of Ameren Missouri and the RES requirements. Staff does not find Ameren Missouri's decision to enter into the Horizon Wind Energy contract to be imprudent.

Ameren Missouri's wind contract provides Ameren Missouri with a potential revenue stream due to the RECs associated with every megawatt-hour of electricity it produces that is not used to meet Missouri's renewable energy standards.

4. Documents Reviewed

a. Ameren Missouri's responses in this case to Staff Data Request Nos. 0006, 0009, 0017, 0032; and

b. Hourly purchased power data submitted by Ameren Missouri in compliance with Rule 4 CSR 240-3.190.

Staff Expert: Leon Bender

G. Off-System Sales Revenues

1. Description

As detailed earlier Staff is reporting to the Commission its second prudence review of Ameren Missouri's FAC in two separate filings. In the first report, Staff presented its analysis of how Ameren Missouri treated revenues it received from its contracts to sell energy to Wabash and AEP during the third, fourth and fifth accumulation periods of Ameren Missouri's FAC.

Off-system sales revenues are a component of the calculation of Ameren Missouri's FAC charges to its customers. They are described as "Revenues from Off-System Sales allocated to Missouri electric operations," or "OSSR," in Ameren Missouri's FAC Tariff Schedule No. 5 Original Sheet No. 98.3.

For the prudence review period of October 1, 2009 to May 31, 2011, Staff found that Ameren Missouri's level of off-system sales revenue was ** _____ **.

2. Summary of Cost Implications

If Ameren Missouri was imprudent in managing off-system sales, ratepayer harm could result from that imprudence by an increase in customer FAC charges.

NP

3. Conclusion

Staff found imprudence on the issues detailed in Staff's first report in this case related to management of Ameren Missouri's off-system sales for the accumulation periods covering October 1, 2009 to May 31, 2011. In its first report, Staff recommended the Missouri Public Service Commission order Ameren Missouri to refund to its customers in its next FAC true-up adjustment the aggregate sum of ** _____ **, plus interest accrued at Ameren Missouri's short-term borrowing rate until the amount is refunded.

4. Documents Reviewed

Ameren Missouri responses to Staff's data requests related to Ameren Missouri's off-system sales. Ameren Missouri Fuel Risk Management Policy, Ameren Missouri's General Ledger, Ameren Missouri's FPA calculation, FAC tariff, and other work papers to determine the amount Ameren Missouri claims it incurred during the period October 1, 2009 to May 31, 2011.

Staff Expert: Dana Eaves

H. SO₂ and NO_x Allowances

1. Description

All activities involving SO₂ emission allowances that occurred during October 1, 2009 to June 21, 2010 were recorded in the SO₂ Tracker authorized in File No. ER-2008-0318. Revenues and expenses from the sales of SO₂ allowances were not included in the FAC cost recovery before June 21, 2010. The FAC Rider that was authorized in File No. ER-2010-0036 included cost recovery associated with SO₂ emission allowances and had an effective date of June 21, 2010.

Ameren Missouri did not purchase the inventory of SO₂ emission allowances consumed during the review period of October 1, 2009 through May 31, 2011. As a result, no costs or revenues were included in Ameren Missouri's FAC for the period of October 1, 2009 through May 31, 2011.

In File No. EO-2010-0149, Ameren Missouri filed an Application with the Commission seeking authorization to manage its NO_x inventory, and on June 25, 2010, Ameren Missouri subsequently filed for dismissal of its application. On June 25, 2010, the Commission acknowledged the dismissal of application and closed the case. Therefore, as of this report,

Ameren Missouri does not have the trading authority from the Commission to trade NO_x allowances.

2. Summary of Cost Implications:

At the point when the existing bank of SO₂ emission allowances is exhausted, Ameren Missouri will be required to purchase additional credits to offset its emissions. Selling SO₂ emission allowances that are needed in the future at a price that is lower than the future price Ameren Missouri would have to pay could be imprudent. These future purchases of allowances could possibly increase fuel costs and will be included in the FAC. If it was found that Ameren Missouri had been imprudent in its banking, purchasing and trading decisions relating to SO₂ emission allowances, ratepayer harm could result from an increase in rates.

If the cost of SO₂ and NO_x emission allowances were passed through the FAC prior to approval by the Commission, ratepayer harm could result from an increase in FAC adjustments.

3. Conclusion

SO₂ and NO_x emission allowance costs or revenues were not part of the FAC during the time period of this audit. Therefore, Staff is not making a recommendation regarding Ameren Missouri's SO₂ and NO_x administration in this report. No revenues or expenses resulting from activities involving SO₂ and NO_x emission allowances were passed through the FAC during the review period of October 1, 2009 through May 31, 2010.

4. Documents Reviewed:

- a. Ameren Missouri response to Staff Data Request Nos. 0044, 0045, 0046, and 0047; and
- b. File No. ER-2010-0036.

Staff Expert: David Roos

IV. Interest Costs

1. Description

During each accumulation period Ameren Missouri is required to calculate a monthly interest amount based on Ameren Missouri's short-term debt borrowing rate that is applied to the under-recovered or over-recovered fuel and purchased power costs. Ameren Missouri's short-term debt rate is based on Ameren Corporation's short-term debt rate, as Ameren Missouri

currently does not issue its own short-term debt. For the period in review, Ameren Missouri's interest amount applied to the under-recovered or over-recovered fuel and purchased power costs was approximately \$1.9 million. The interest amount is component "I" of the FPA calculation.

2. Summary of Interest Implications

If Ameren Missouri imprudently calculated the monthly interest amounts or used short-term debt borrowing rates that did not fairly represent the actual cost of Ameren Missouri's short-term debt, Ameren Missouri customers could be harmed by FAC charges that are too high.

3. Conclusion

Staff found no evidence Ameren Missouri imprudently determined the monthly interest amount that was applied to the under-recovered or over-recovered fuel and purchased power costs.

4. Documents Reviewed

Ameren Missouri's interest calculation work papers that support the monthly interest calculation amount on the under-recovered or over-recovered balance.

Staff Expert: Matthew Barnes

V. Outages

1. Description

Ameren Missouri generates much of its energy with its own generating stations. Outages occurring at any of the generating units at those stations can impact on how much Ameren Missouri will pay for fuel and purchased power, and could result in Ameren Missouri asking for more fuel and purchased power cost than is necessary. Outages can be either planned or unplanned. Staff examined the planned outages and the timing of these outages to determine if the planned outages were prudent. An example of an imprudent planned outage would be planning an outage of a large coal unit during peak demand times. Staff examined the unplanned outages and the timing of these outages to determine if the unplanned outages resulted from imprudence or were imprudently addressed. An example of an imprudent unplanned outage would be an unplanned outage of a large coal unit during peak demand time which may have

been preventable had the company acted proactively to prevent it or delay it to an off-peak period.

2. Summary of Cost Implications

An imprudent outage could result in Ameren Missouri purchasing expensive spot market energy or running its more expensive gas units to meet demand and could result in harm to Ameren Missouri's customers through an increase in customer FAC charges.

3. Conclusion

Staff did not find any evidence of imprudence with regard to planned or unplanned outages during the time period examined in this prudence review.

4. Documents Reviewed

a. Ameren Missouri's responses to Staff Data Request Nos. 0021, 0039, and 0040; and

b. Monthly Outage data submitted by Ameren Missouri in compliance with Rule 4 CSR 240-3.190.

Staff Expert: Leon Bender

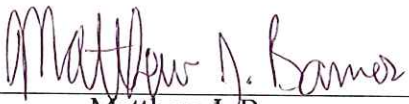
**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

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

AFFIDAVIT OF MATTHEW J. BARNES

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

Matthew J. Barnes, of lawful age, on his oath states: that he has participated in the preparation of the foregoing Staff Report in pages 14-15; that he has knowledge of the matters set forth in such Report; and that such matters are true to the best of his knowledge and belief.



Matthew J. Barnes

Subscribed and sworn to before me this 29th day of February, 2012.





Notary Public


**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)	Case No. EO-2012-0074
Clause of Union Electric Company d/b/a)	
Ameren Missouri)	

AFFIDAVIT OF LEON C. BENDER

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

Leon C. Bender, of lawful age, on his oath states: that he has participated in the preparation of the foregoing Staff Report in pages 10-12 & 15-16; that he has knowledge of the matters set forth in such Report; and that such matters are true to the best of his knowledge and belief.



Leon C. Bender

Subscribed and sworn to before me this 29th day of February, 2012.





Notary Public

**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)	Case No. EO-2012-0074
Clause of Union Electric Company d/b/a)	
Ameren Missouri)	

AFFIDAVIT OF DAVID C. ROOS

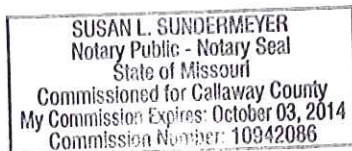
STATE OF MISSOURI)
) ss
COUNTY OF COLE)

David C. Roos, of lawful age, on his oath states: that he has participated in the preparation of the foregoing Staff Report in pages 13-14; that he has knowledge of the matters set forth in such Report; and that such matters are true to the best of his knowledge and belief.



David C. Roos

Subscribed and sworn to before me this 29th day of February, 2012.





Notary Public