

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

BARNES-JEWISH HOSPITAL POSITION STATEMENT

COMES NOW, Barnes-Jewish Hospital ("BJH") by and through undersigned
counsel, and for its Position Statement respectfully states as follows:

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?

BJH Position: The revenues derived from the power sales agreements between Ameren Missouri and Wabash and AEP are not excluded from the definition of OSSR found in the original tariffs.

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?

BJH Position: Yes, it was imprudent, improper and/or unlawful for Ameren Missouri to exclude the revenues from the Company's power sales agreements with AEP and Wabash from off-system sales and to not include the revenues collected under the Company's power sale agreements in OSSR, thereby not including those revenues in its calculation of the Fuel and Purchase Power Agreement rates for the time period October 1, 2009 to June 20, 2010.

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

BJH Position: Yes.

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?

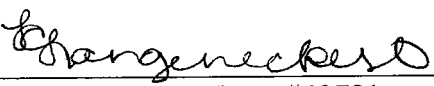
BJH Position: Yes.

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

BJH Position: Ameren Missouri should refund \$26,342,791 plus interest at Ameren Missouri's short-term borrowing rate.

WHEREFORE, BJH prays that this Commission accept its Position Statement on the aforementioned issues.

SANDBERG PHOENIX & von GONTARD P.C.

By: 


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CERTIFICATE OF SERVICE

Pursuant to 4 CSR 240-2.080 of the Commission's Rules of Practice and Procedure, I hereby certify that I have this day caused a copy of the foregoing to be served on all persons on the official service list in Case No. EO-2012-0074, et al.

Dated at St. Louis, Missouri this 15th day of June, 2012



Lisa C. Langeneckert