Exhibit No.: 400
Issue: In the Matter of Union Electric Company d/b/a Ameren Missouri's
Tariffs to Increase its Revenues for Natural Gas Service
Witness: Louie R. Ervin Sr.
Exhibit Type: Direct
Sponsoring Party: Missouri School Boards' Association
Case No.: GR-2019-0077
Date: May 3, 2019

MISSOURI PUBLIC SERVICE COMMISSION

CASE No. GR-2019-0077

DIRECT TESTIMONY

OF

LOUIE R. ERVIN, SR.

ON BEHALF OF

MISSOURI SCHOOL BOARDS' ASSOCIATION

Jefferson City, Missouri
May 3, 2019

Q. Please state your name and business address.

A. Louie R. Ervin Sr., Suite 300, 150 First Avenue NE, Cedar Rapids, Iowa 52401.

Q. On whose behalf is your testimony presented?

A. The Missouri School Boards' Association (hereinafter "MSBA").

Q. By whom and in what capacity are you employed?

A. I am Executive Vice President of Latham, Ervin & Associates, which is based in Cedar Rapids, Iowa.

Q. Will you briefly describe Latham, Ervin & Associates?

A. Latham, Ervin & Associates is an independent energy advisor. We aren't affiliated with any utility, energy marketer, broker or pipeline. Among our client base are colleges and universities, K-12 education institutions, municipal utilities, rural electric cooperatives, and industrial and commercial enterprises. For over 22 years, our firm has advised clients on the establishment and operations of statewide school natural gas programs in Missouri, Illinois, Wisconsin, Nebraska and Kansas.

Q. Please state your relevant education and background business experience.

A. A more detailed description of my education and industry experience is provided in Appendix 2. I have B.S and M.S. engineering degrees from the University of Missouri-Columbia, and an MBA from the University of Iowa. I have over forty years of experience in the natural gas and electric utilities industries with primary responsibilities for rates, regulations, contracts and operations. Among several positions over the years, I was Director of Rates and later General Manager of Gas Operations for Interstate Power and Light Company in Iowa. At Latham, Ervin & Associates, I was primarily responsible for the startup and oversight of several energy aggregation purchasing consortia, including MSBA's School Transportation Program (hereinafter "STP") in Missouri, initiated in 2002 in conformance with Section 393.310 RSMo.

Q. Have you testified as an expert witness before courts, legislatures, and regulatory bodies?

A. Yes. I have testified before the Federal Energy Regulatory Commission, the Missouri Public Service Commission (hereinafter "the Commission"), the Illinois Commerce Commission, the Iowa Utilities Board, the Missouri, Iowa and Louisiana legislatures and various state and federal courts.

Q. Are you the same Louie R. Ervin, Sr. who testified before this Commission in 2002 in the original multiple gas corporation cases held to implement Section 393.310 RSMo. as it relates to the aggregate purchasing and transportation of natural gas by Missouri school districts?

A. Yes. I drafted language which ultimately became Section 393.310 RSMo. and I testified before this Commission regarding STP initial implementation in each Missouri gas corporation's 2002 consolidated case.

Q. Will you briefly describe MSBA and the School Transportation Program (STP)?

A. MSBA is a 501(c)(6) not-for-profit corporation representing 387 schools and school districts in the State of Missouri as a trade association with approximately 2,000 individual school locations, several of which have multiple natural gas meters or accounts. MSBA sponsors a statewide aggregate natural gas purchasing program and takes services under STP tariffs of all Missouri gas corporations in accordance with Section 393.310 RSMo. (see Appendix 1). MSBA's purchasing cooperative is referred to as MOPURC (Missouri Purchasing Resource Center) and is also known as the MSBA

Natural Gas Consortium. MSBA is the authorized purchasing agent for over 2,300 Missouri school natural gas accounts of which approximately 290 STP accounts are in the Ameren service area. The Consortium purchases natural gas on the open market and arranges for gas supply, pipeline delivery, and local utility transportation to Missouri school meters with total annual consumption of approximately 35,000,000 therms.

Q. What is the fundamental difference between schools receiving natural gas under Section 393.310 RSMo. and purchasing natural gas under utilities "sales service" rate schedules?

A. For sales service, utilities provide the entire service. They purchase wholesale natural gas supply, arrange for delivery to its distribution system from pipelines and deliver the supply to end user meters. For STP service, schools with annual use of 100,000 therms or less directly purchase their own natural gas supply in aggregate in the open market and manage the delivery process from the pipeline to the utility distribution system for re-delivery, or transportation, to school facility meters. STP allows schools to transport on the utility delivery system in a similar manner to large commercial and industrial transportation customers.

Q. Who benefits from the STP?

A. Students and tax payers benefit from group purchasing of natural gas under STP. MSBA's natural gas program ultimately supports class room needs. Absent these STP savings on gas supply costs, schools would have fewer dollars for teachers, computers and other classroom learning tools.

Q. What are MSBA's positions in this case?

A. MSBA's positions in this case are:

1. Ameren's cash-out penalties and application of its Purchase Gas Adjustment (hereinafter "PGA") charge to the STP should be rejected because these charges are unjust and in conflict with Section 393.310, RSMo. and,
2. For efficiency of understanding and administration, the Commission should order Ameren to consolidate all unique provisions applicable only to schools under Section 393.310 RSMo. into a stand-alone school rate schedule or within one section of its tariff rather than have school-only provisions remain comingled within the large volume transportation rate schedule.

Q. Will you give a brief review of the Commission's actions with regard to implementing Section 393.310 RSMo.?

A. Yes. Section 393.310 RSMo. was passed in July 2002, with a deadline for the Commission to approve "experimental" school aggregation tariffs for all Missouri gas corporations by November 1, 2002. Because of the extremely short time for approval, the Commission created separate dockets for each gas corporation but consolidated the dockets for hearing. Settlements were ultimately achieved and the Commission approved a variety of tariff provisions among the gas corporations. These experimental tariffs allowed some differences for experimental purposes and to more closely adhere to existing respective company system operations and to minimize program expenses. The result was an array of experimental tariffs among the gas utilities.

Q. Why is MSBA now proposing changes to the Ameren STP rate schedule?

A. After 16-plus years of operations experience under "experimental" rates which differ from company to company, MSBA recently proposed changes to gain more clarity and uniformity among all Missouri gas corporations STP rates and to more closely comply with Section 393.310 RSMo.

Q. Please summarize MSBA's efforts to gain more uniformity and closer statutory compliance across Missouri gas companies.

A. All parties stipulated and the Commission approved revised STP tariff provisions for Spire East and Spire West in GR-2017-0215 and GR-2017-0216. These Commission-approved tariffs establish STP weather-based nomination procedures which ensure the schools' Pool Operator minimizes winter imbalances, the difference between schools' gas supply delivered from the pipeline to the distribution company system and the schools' metered use, adjusted for losses. These Commission-approved tariffs also give the companies the authority to proactively notify the schools' Pool Operator to deliver more or less gas during more critical system operating conditions. Although schools have relatively small system impact relative to large industrial transportation customers, this preventative authority allows the Companies to control STP impacts to the systems if needed. However, Ameren's school rate uses an after-the-fact penalty as a disincentive for schools to over or under deliver gas supply from the pipeline relative to anticipated school use. The Commission-approved Spire East and Spire West proactive enforcement mechanism avoids adverse system impacts which is a win-win scenario. The Ameren after-the-fact penalty enforcement language can be a lose-lose scenario.

Q. Does MSBA propose tariff-prescribed weather-based nomination procedures similar to the Spire tariffs which ensure the schools' Pool Operator minimizes winter imbalances?

A. Yes. MSBA agrees that is the Schools' Pool Operator's responsibility to make intra-month winter nominations in accordance with forecasted temperatures and other available information, which anyone can verify at any time. This correlation method is similar to the prescribed Spire tariffs and is essentially how companies weather normalize test year sales in rate proceeding, including Ameren only in reverse. The Company takes actual test year sales and weather normalizes the sales. Now with years of experimental tariff experience, the schools' Pool Operator similarly utilizes a linear regression model starting with historical monthly usage and historic heating degree days then makes intra-month nomination adjustments based on forecasted temperatures, taking into account school closures, Company's portal metered school data and any other available pertinent information. MSBA's weather adjusted prescriptive tariff method minimizes imbalances. The schools pay for any remaining imbalance via the Company's imbalance charge on every metered therm of gas. Thus, sales customers are protected without the need for after-the-fact punitive cash-outs penalties to schools.

Q. Has MSBA attempted to work with Ameren in an effort to gain more uniformity and closer statutory compliance for its STP rate schedule?

A. Yes. MSBA asked Ameren to make changes to its STP rate to more closely conform to the Commission-approved Spire East and Spire West tariffs with regard to balancing school supply and demand, but those discussions with Ameren have not been successful to date.

Q. Are there system differences between the Spire company systems and Ameren system which would justify a retroactive penalty enforcement mechanism?

A. No. There are differences in the Spire and Ameren systems, but none which would justify retroactive penalties as opposed to each company having the tariff authority to proactively require school supply revisions if and when deemed needed for its respective systems.

Q. Does the schools' Pool Operator make diligent efforts to keep supply and demand in balance.

A. Yes. The schools' Pool Operator is responsible to make weekly adjustments to its scheduled winter deliveries to reflect weather forecasts. There is no reason for companies to devote personnel to constantly monitor whether school deliveries are prudently made. Still, the Spire companies' school tariff language provides ultimate authority to the company to require revisions to scheduled school gas deliveries whenever it deems necessary to protect the system.

Q. What before-the-fact enforcement mechanism has the Commission approved for the Spire companies?

A. The Spire West Commission-approved language on Sheet 15.3 at paragraph 6 states:

> "Associations shall make reasonable (sic) good faith efforts to avoid imbalances. If the ESEs are not pooled on the same billing cycle, the Association will prepare its monthly nomination by taking into account weather and an estimated imbalance. During the months of November through March, after the Association receives the Company's invoice with new actual usage information, the Association will, within a reasonable time, revise its nomination for the remainder of the month as necessary to reflect such information and any adjustments based on weather. At the Company's request, the Association will provide the Company

(i) monthly nominations and supporting data prior to the start of each month, and (ii) revised nominations and supporting data during the months November through March.

The Company may recommend an adjustment to a nomination at any time, and the Association shall make such adjustment within two business days after receipt. If the Association fails or refuses to timely adjust a nomination, the Association agrees that Company may adjust the nomination with the transporting pipeline. If an Association fails or refuses to adjust a nomination three or more times within a 12 month period, Company shall be entitled, upon not less than 10 days' notice, to suspend or terminate that Association's aggregation program and convert the ESEs to regular sales service for a period of up to one (1) year."

Appendix 3 contains the pertinent Spire East and West tariff language. These Spire provisions prescribe how the schools' Pool Operator shall nominate gas supply to minimize imbalances without the need for constant monitoring and also provide a back-up highly punitive before-the-fact enforcement mechanism. Spire can notify the schools' STP Pool Operator to revise a nomination or scheduled supply delivery and, if not re-nominated, the company can return school to sales service if there have been three violations within a year. This proactive enforcement language can shut down the school program for the year, which is a most severe penalty for non-compliance.

Q. Will you describe Ameren's after-the-fact penalty enforcement mechanism and whether it complies with Section 393.310 RSMo.?

A. Yes. Section 393.310 RSMo. provides that gas corporations will provide services at incremental cost to prevent a subsidy from or to other customers, the Company or schools. MSBA's position is the statute requires all Companies to provide certain services, including monthly balancing service, at the Company's incremental cost to avoid any subsidization, which, for balancing service, is at the current "market price." Ameren's current rate schedule unfairly charges schools for monthly imbalance gas at the greater of market price or a percentage of its PGA cost of gas. PGA gas is only purchased for retail sales customers – not transportation customers.

Q. Why is "imbalance" a concern?

A. The nature of natural gas system operation includes nominating transportation customers' gas supply from pipelines into gas distribution utilities system at least a day in advance. Gas distribution companies also nominate deliveries in advance for their retail sales customers. Because of weather and other factors, both utilities and transport customers can over or under nominate relative to the after-the-fact actual use. The difference between advance nominated volumes and after-the-fact metered use, adjusted for losses, is called an "imbalance". Supplier imbalances can be "long", over delivery to utility, or "short", under delivery to utility. Imbalance is normal in the industry and is not normally an issue if the imbalance is reasonable and does not negatively impact quality of service.

Q. How do Missouri gas companies reconcile large volume transport customers' imbalances?

A. Imbalances of large volume transport customers can have significant system impacts; for this reason, it is standard industry practice to require large transport customers to install daily telemetry, which allows the distribution gas utility to monitor large volume transport customers' daily imbalances. After the end of the month, the utility cashes-out, or monetizes, large volume transport daily imbalances, "daily balancing". Because the overall distribution system must stay in-balance within the pressure and other system tolerances, transportation customers can jointly balance via diversity of use by off-setting individual longs and shorts within a group, "daily group balancing". That is, large volume transportation customers are responsible for their own daily balancing and Ameren charges an after-the-fact penalty to large volume customers for imbalances to incentivize minimize daily imbalances.

Q. What is monthly "cash-out" and does Section 393.310 RSMo. specify how smaller STP school accounts are to be balanced?

A. Cash-out is a monetary settlement of reconciled monthly imbalance volumes which is common practice in the industry for small volume transportation customers. Section 393.310 RSMo. specifies that smaller volume STP schools, annual use of 100,000 therms or less, are not required to have daily or special telemetry; therefore these small volume schools are balanced on a monthly basis, "monthly balancing".

Section 393.310 RSMo. paragraph 4.(2) specifies that STP schools compensate gas companies for balancing service through an "aggregation and balancing fee to be determined by the Commission, not to exceed four-tenths of one cent per therm delivered during the first year". That is, STP schools pay gas companies for group monthly balancing service on all volumes, not just on the imbalance volumes like for large volume customers. This "double dipping" is both unjust and in conflict with Section 393.310 RSMo. for Ameren to first charge monthly balanced STP schools a fee for balancing service and then charge the schools the same large volume transportation customer cash-out penalties for being out of balance.

Q. Why is market gas price and not PGA gas price appropriate for cashing out school transportation customers?

A. The PGA is not an appropriate price for cash-out for school transportation customers because:

(a) Ameren only buys PGA gas for sales customers and not for transportation customers. Ameren's response to MSBA Data Request Nos. 13 and 15 (see Appendix 4), confirms that Ameren purchases gas supply every day to meet the needs of its distribution system. Thus, the company's marginal cost of gas is the current market price and not its out-of-period PGA gas cost.

(b) PGA gas is an out-of-period pre-estimate of a price that contains far more than just gas costs and is always trued-up with a factor added or subtracted to future monthly PGAs, which do not apply to schools; and,

(c) Ameren does not follow the Section 393.310 RSMo. requirement of providing services at costs but instead charges a punitive price of the greater of 110% of PGA price or market price, if out of balance by greater than 5%. But when the Company owes the schools for imbalance gas, it only pays the schools 90% of market price when out of balance by more than 5%.

Q. How are Ameren's cash-out penalties and Purchase Gas Adjustment (PGA) charge in conflict with Section 393.310 RSMo. when applied to STP schools?

A. By its very nature of being a penalty, Ameren's cash-out penalties and PGA charge are not cost-based as required by Section 393.310 RSMo. Instead, Ameren's cash-out penalties predate Section 393.310 RSMo. and were designed as a deterrent to, or penalty for, large volume transportation customers designed to minimize imbalances rather than it being a "cost-based service" for small volume school customers as required by Section 393.310 RSMo. Ameren's cash-out penalties and application of PGA charges, plus 10%, were designed to be a penalty and, therefore, are not only in conflict with Section 393.310 RSMo. but are unjust, unreasonable, punitive, and are retroactively applied.

Q. What is the purpose of the PGA?

A. A gas company's PGA price is the cost of gas it charges to retail sales customers and is not applicable to school transportation accounts. The PGA charge includes a multitude of charges which are not remotely related to the cost to serve school transportation accounts and are even based on annual estimates of retail customer sales volumes – not transportation volumes. The PGA price also includes historic gas purchases which were primarily injected into storage during non-winter months for sales customers. It also includes gains or losses the company experienced on its hedged gas purchases for sales customers, interest and multiple other costs that have nothing to do with transportation service. The PGA simply is not a cost-based cost of gas for school transportation customers. The appropriate cost-based cash-out price for school transportation customers is the current market price of gas.

Q. What legal authorities are there in Section 393.310 RSMo. that require charges to STP school to be cost-based?

A. There are two citations in Section 393.310 RSMo. which required gas corporations' tariffs to be cost-based. Reference Appendix 1, which is Section 393.310 RSMo. The first citation is Section 393.310.4(2) which requires tariffs to provide for the resale of such natural gas supplies, including related transportation service costs, to the eligible school entities "at the gas corporation's cost of purchasing of such gas supplies and transportation".

The second citation is Section 393.310.5 which specifies "will not have any negative financial impact on the gas corporation, its other customers or local taxing authorities, and that the aggregation charge is sufficient to generate revenue at least equal to all incremental costs". Thus, taken together, the gas corporation is required to provide services to eligible school entities at a price which is sufficient to have no negative impact on others but is no more than the company's incremental cost. This is very different than services provided to standard large volume transportation customers.

Q. To the extent Ameren chooses to use it storage gas to help balance its system, is that a valid reason to charge STP schools a cash-out based on its PGA?

A. No. Even if Ameren uses its storage to help balance its system, it's incremental or marginal cost is not the weighted average cost of injected gas into storage and its other PGA gas purchases for its retail customers.

Q. Do gas distribution companies purchase gas storage gas for transportation customers?

A. No, storage is purchased for sales customers, not transportation customers and is an alternative to or supplement to purchasing gas at market prices to meet system demand. Ameren's practice of daily purchasing market-priced gas to balance its system is common and establishes the appropriate marginal cost basis for cashing out STP schools.

Q. Do you have evidence that Ameren's marginal cost of gas to keep its system in balance is at market-price?

A. Yes. Again, Appendix 4 is Ameren's responses to MSBA Data Requests 13 and 15, which confirm that Ameren purchases gas every day at market price to balance its system; thus market-priced gas is Ameren's marginal cost of balancing.

Q. Does Ameren's proposed transportation tariff clearly state that schools taking transportation service per Section 393.310 RSMo. are not subject to cash-out penalties like large volume transportation customers?

A. No. In fact the proposed Ameren tariff intermingles small volume school transport service provisions throughout its larger volume standard transportation rate schedule and erroneously specifies that schools are subject to the 10% cash-out imbalance penalty which was originally established for large volume daily metered transportation customers for being out of balance in excess of 5%. Ameren's practice is punitive in that the STP schools have already paid for balancing service and then are being retroactively penalized for imbalances.

Q. Does Section 393.310 RSMo. specify how STP customers are to compensate the gas companies for balancing service?

A. Yes. While large volume transport customers have daily cash-out on only imbalance volumes, STP schools pay gas companies for balancing service on their entire metered usage volumes. Section 393.310 RSMo. paragraph 4.(2) specifies that STP schools compensate gas companies for balancing service through an "aggregation and balancing fee to be determined by the Commission, not to exceed four-tenths of one cent per therm delivered during the first year." That is, STP schools totally pay gas companies for group monthly balancing service on all volumes used, not just on the imbalance volumes paid by large volume customers.

Q. Are there other issues with Ameren's proposed transportation tariff as it relates to the statute?

A. Yes. The Ameren proposed tariff charges STP schools the higher of market price or PGA price for "short" imbalances, but are paid only market price for "long" imbalances. This "heads I win, tails you lose" provision may be appropriate to incent large volume daily metered customers to minimize their contribution to system imbalances, but this provision is unjust and unreasonable for small volume STP schools because: (a) schools have already paid once for balancing service on all volumes, (b) gas companies do not buy PGA gas for STP schools, and (c) if Ameren has incurred costs associated with balancing, then Section 393.310 RSMo. requires such costs to be recovered in the company STP tariff "aggregation and balancing" charge.

Q. Other than Ameren Missouri, do you know of any other Missouri or Midwest gas companies that charges PGA prices to cash-out large transport customers in general or to small volume school transport customers?

A. No. I have worked with gas transportation customers in Kansas, Nebraska, Minnesota, Illinois, Iowa, Louisiana and Missouri. Ameren-Missouri is the only company that I know of that cashes out transportation customer imbalances at a price based on PGA gas prices.

Q. Does Ameren-Illinois charge transportation customers its PGA gas cost?

A. No. Ameren-Illinois Company (hereinafter "AIC") proposed charging PGA gas prices to transport customers in two previous dockets, Nos. 11-0282 and 15-0439, but it was rejected by the Illinois Commerce Commission (hereinafter "ICC") in both cases. See Appendix 5; ICC's Order rejected AIC's proposal to charge its PGA price to transportation customers because AIC could not or did not provide convincing supporting cost justification. The ICC rejection of the PGA to be applicable to AIC transportation customers is on page 21 of the Order in Docket 15-0439 and it states:

> "The Commission finds that this record does not contain an extensive analysis to support a change in the imbalance cashout provisions for Transportation Customers. It notes that the parties are in agreement that the proposed reduction of MDN from 200% to 120% of MDCQ will help to reduce the opportunity for arbitrage. To the extent that a problem remains, the Commission encourages AIC to work with Staff and Transportation Customers to develop an alternative which would not result in cross subsidization between Transportation and PGA Customers. The Commission finds that, as in Docket No. 11-0282, the current cash-out provisions of Rider T are sufficient at this time and AIC's proposed changes are rejected."

Q. Has Ameren-Missouri provided cost support in this case for charging PGA gas to school transportation customers?

A. No. It is just the opposite; Ameren's tariff states that it will not sell gas supply to transportation customers absent a request from the customer, which the schools under STP have never done. Ameren's proposed tariff Sheet 10, Natural Gas Transportation Service, states:

> "The "transportation customer" shall be responsible for the purchase and transportation of its gas needs to the Company's city gate which serves such customer. The Company shall not sell gas to any of its transportation

customers except as specifically provided for in this service classification."

Ameren's proposed Natural Gas Transportation Service Sheet 11 states:

"Company will not actively market the sale of Company-owned gas to transportation customers and will sell such gas only in response to the transportation customer's request."

Q. Is there other evidence that Ameren purchases gas supply, pipeline capacity and storage services exclusively for retail sale customers and not for transportation customers?

A. Yes. Ameren's Natural Gas Transportation Service is specified as applicable for customers which purchase their own gas supply. Ameren purchases gas supply only for its retail sales customers which conclusively demonstrates that Ameren does not purchase PGA gas for transportation customers.

Q. Are there other Ameren STP tariff provisions which are not in compliance with Section 393.310 RSMo.?

A. Yes. Ameren's STP provisions include a double charge to schools for pipeline capacity. Schools obtain and pay for their own pipeline capacity; so, there is no "incremental cost" to Ameren for pipeline capacity. Ameren's tariff requires schools to pay for pipeline capacity when schools purchase imbalance gas from Ameren but Ameren does not pay schools for pipeline capacity when it pays schools for imbalance gas. Thus, the schools pay for pipeline capacity twice for "short" imbalances; which is another penalty to schools that is not cost-based.

Q. In the current Ameren case, is there a tariff filed dealing with the school transportation issues?

A. No. Ameren does not have a separate school transportation rate schedule but instead intersperses school transportation provisions though out its large volume transportation rate schedule. MSBA recommends that, for tariff administration and use efficiency and clarity, all tariff provisions related to school transportation under Section 393.310 RSMo. be either in a stand-alone rate schedule or in one section of the transportation rate schedule.

Q. Does this conclude your direct testimony in this case?

A. Yes.

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariffs to Increase Its Revenues for Natural Gas Service	)))	**Case No. GR-2019-0077**

AFFIDAVIT OF LOUIE R. ERVIN, SR.

STATE OF MISSOURI	)	
	)	ss.
COUNTY OF COLE	)	

Louie R. Ervin Sr., being first duly sworn on his oath, states:

1. My name is Louie R. Ervin Sr. I work in Cedar Rapids, Iowa and am employed by Latham, Ervin & Associates as the Executive Vice President.

2. Attached hereto an made a part of hereof for all purposes is my Testimony on behalf of Missouri School Boards' Association which has been prepared in written form for introduction into evidence in the above referenced case.

3. I hereby swear and affirm that my answers contained in the questions therein propounded are true and correct to the best of my knowledge and belief.

Louie R. Ervin Sr.
Executive Vice President
Latham, Ervin & Associates

Subscribed and sworn to before me this 25th day of April, 2019.

MELISSA KAY LARGENT
Notary Public, Notary Seal
State of Missouri
Callaway County
Commission # 14630569
My Commission Expires 10-07-2022

Melissa Kay Largent
Notary Public

My commission expires: Oct. 7, 2022

Appendix 1
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MISSOURI PUBLIC SERVICE COMMISSION

CASE No. GR-2019-0077

APPENDIX 1

SECTION 393.310 RSMo.

ON BEHALF OF

MISSOURI SCHOOL BOARDS' ASSOCIATION

Jefferson City, Missouri
May 3, 2019

Effective 28 Aug 2006

Title XXV INCORPORATION AND REGULATION OF CERTAIN UTILITIES AND CARRIERS

Chapter 393

393.310. Certain gas corporations to file set of experimental tariffs with PSC, minimum requirements — extension of tariffs. — 1. This section shall only apply to gas corporations as defined in section 386.020. This section shall not affect any existing laws and shall only apply to the program established pursuant to this section.

2. As used in this section, the following terms mean:

(1) "**Aggregate**", the combination of natural gas supply and transportation services, including storage, requirements of eligible school entities served through a Missouri gas corporation's delivery system;

(2) "**Commission**", the Missouri public service commission; and

(3) "**Eligible school entity**" shall include any seven-director, urban or metropolitan school district as defined pursuant to section 160.011, and shall also include, one year after July 11, 2002, and thereafter, any school for elementary or secondary education situated in this state, whether a charter, private, or parochial school or school district.

3. Each Missouri gas corporation shall file with the commission, by August 1, 2002, a set of experimental tariffs applicable the first year to public school districts and applicable to all school districts, whether charter, private, public, or parochial, thereafter.

4. The tariffs required pursuant to subsection 3 of this section shall, at a minimum:

(1) Provide for the aggregate purchasing of natural gas supplies and pipeline transportation services on behalf of eligible school entities in accordance with aggregate purchasing contracts negotiated by and through a not-for-profit school association;

(2) Provide for the resale of such natural gas supplies, including related transportation service costs, to the eligible school entities at the gas corporation's cost of purchasing of such gas supplies and transportation, plus all applicable distribution

costs, plus an aggregation and balancing fee to be determined by the commission, not to exceed four-tenths of one cent per therm delivered during the first year; and

(3) Not require telemetry or special metering, except for individual school meters over one hundred thousand therms annually.

5. The commission may suspend the tariff as required pursuant to subsection 3 of this section for a period ending no later than November 1, 2002, and shall approve such tariffs upon finding that implementation of the aggregation program set forth in such tariffs will not have any negative financial impact on the gas corporation, its other customers or local taxing authorities, and that the aggregation charge is sufficient to generate revenue at least equal to all incremental costs caused by the experimental aggregation program. Except as may be mutually agreed by the gas corporation and eligible school entities and approved by the commission, such tariffs shall not require eligible school entities to be responsible for pipeline capacity charges for longer than is required by the gas corporation's tariff for large industrial or commercial basic transportation customers.

6. The commission shall treat the gas corporation's pipeline capacity costs for associated eligible school entities in the same manner as for large industrial or commercial basic transportation customers, which shall not be considered a negative financial impact on the gas corporation, its other customers, or local taxing authorities, and the commission may adopt by order such other procedures not inconsistent with this section which the commission determines are reasonable or necessary to administer the experimental program.

7. Tariffs in effect as of August 28, 2005, shall be extended until terminated by the commission.

(L. 2002 H.B. 1402, A.L. 2003 H.B. 208 merged with S.B. 686, A.L. 2004 S.B. 878 merged with S.B. 968 and S.B. 969, A.L. 2006 S.B. 558)

< end of effective 28 Aug 2006 >

use this link to bookmark section 393.310

Other Information

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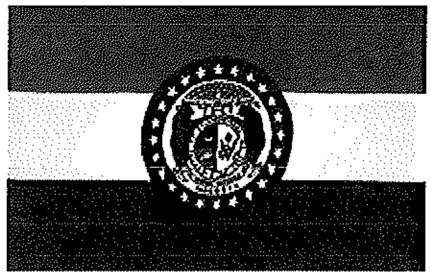

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Appendix 2
Issue: In the Matter of Union Electric Company d/b/a Ameren Missouri's
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MISSOURI PUBLIC SERVICE COMMISSION

CASE No. GR-2019-0077

APPENDIX 2

LOUIE R. ERVIN SR. RESUME

ON BEHALF OF

MISSOURI SCHOOL BOARDS' ASSOCIATION

Jefferson City, Missouri
May 3, 2019

Resume Louie R. Ervin Sr, P.E.

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INDUSTRY EXPERIENCE:

- Executive Vice President of Latham, Ervin & Associates, Inc.
- Licensed Professional Engineer
- Expert witness in federal anti-trust case involving wholesale electric wheeling. Expert witness in Louisiana district court involving wholesale/retail wheeling and potential power sales. In-house expert witness in electric, gas and water rate cases before Federal Energy Regulatory Commission, Missouri Public Service Commission and Iowa Utilities Board.
- Responsible for clients representing over 500 mW of electrical load
- Advisor for implementation and operation of multiple aggregate energy purchasing consortiums in Illinois, Iowa, Nebraska, Missouri and Wisconsin.
- Perform engineering and economic generation analysis for industrial and municipal clients.
- Analysis and development of retail electric revenue requirements and rate design for municipal utilities. Develop real time wholesale tariffs for municipal cooperatives.
- Develop energy strategy for industrial and municipal clients.
- Directed a study of the economic impact of Divestiture of IES Utilities Gas Business as part of the Securities and Exchange Commission's merger requirements.
- Past Board Director, Iowan's for Choice in Electricity
- Responsible for construction of transmission and substation facilities.
- Responsible for management of Environmental, Substation Maintenance, Relaying, Metering, Communications and Electric Equipment Repair for large Investor Owned Utility.
- Directed electric operations for Lafayette Utilities System, including 360 mW of natural gas fired steam turbine generation and over sight of 50% ownership in a 560 mW coal plant.
- Performed consultant/agent functions for 40 municipal and REC utilities in Louisiana and Iowa in the area of energy supply.
- Responsible for power supply, marketing, cogeneration, transmission, distribution, field and commercial operations, stores, transportation, system protection, rates and environmental.
- Primary responsibility for integrating the system and personnel following a $63 million acquisition of an electric utility service territory.
- Negotiated power, steam and natural gas contracts for sales of over $250 million.
- Received _Gas Industries_ magazine **1993 Outstanding Manager of the Year Award** for directing a $25,000,000 three-year project, installing over 500 miles of pipe for 52 towns.
- Served on Oversight Teams for Information Systems, Integrated Resource Planning, Economic Development and Environmental.

EDUCATION AND PROFESSIONAL:

- BS & MS Electrical Engineering - University of Missouri (with honors)
- MBA - University of Iowa (with highest honors)
- Public Utility Executive Program - University of Michigan
- Edison Electric Institute Rate Program – Indiana University
- Licensed Professional Engineer
- Academic Honor Societies: Beta Gamma Sigma, Tau Beta Pi, and Eta Kappa Nu
- Past Chair of Missouri Valley Electric Association's Rates and Marketing Committee
- Past member of Southwest Power Pool's Operations Committee
- Member of Mid-continent Area Power Pool's Environmental Committee
- Representative to Midwest Ozone Transport Group
- Past member of Edison Electric Institutes' Metering Committee
- Member of Edison Electric's Environmental Committee

EMPLOYMENT:

- Executive Vice President, Latham, Ervin & Associates, Inc. - July, 1996 - present
- Adjunct Professor, Business Policy/Strategic Management - University of Iowa - 1993-1999
- IES Utilities Company - 1985 -1996:
  Director- Environmental, Industrial Applications & Maintenance Engineering - 8/95
  Director- Industrial Applications and Maintenance Engineering - 1/95
  Director - Operations Planning & Development -1994
  Director - Operations Services and District Manager - 1993
  Manager - Gas Operations & District Manager - 1991
  Manager - Eastern District - 1989
  Manager - Rates & Contracts - 1987
  Manager - Rates - 1985
- Lafayette Utilities System - Lafayette, Louisiana:
  Associate Director - Generation, Engineering & Operations - 1984
  Associate Director - Power Development & Sales - 1983
- Missouri Utilities Company 1971

ACTIVITIES:

- Board Chair of Aging Services, Inc.
- Member Robins, IA Planning and Zoning Commission
- Board member of Chamber and Economic Development Corporation
- Board member of Cedar River Shelters
- Trustee of St. Paul's United Methodist Church
- Family activities, including golf, canoeing and grandchildren

Appendix 3
Issue: In the Matter of Union Electric Company d/b/a Ameren Missouri's
Tariffs to Increase its Revenues for Natural Gas Service
Witness: Louie R. Ervin Sr.
Sponsoring Party: Missouri School Boards' Association
Case No.: GR-2019-0077
Date: May 3, 2019

MISSOURI PUBLIC SERVICE COMMISSION

CASE No. GR-2019-0077

APPENDIX 3

SPIRE EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM

TARIFF SHEETS

ON BEHALF OF

MISSOURI SCHOOL BOARDS' ASSOCIATION

Jefferson City, Missouri
May 3, 2019

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM
STP

OTHER TERMS AND CONDITIONS (continued)

5. Delivery Points--So long as volumes delivered under the STP do not, and are not reasonably expected to, exceed 30,000,000 Ccf in a twelve (12) month period, volumes of natural gas to be transported on the Company's distribution system under this schedule STP shall be delivered into the Company's Kansas City market area and the Company will deliver such thermally equivalent volumes of gas less any retainages to the outlet side of the Company's meters at customer's premises. The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas. Gas transported hereunder will be delivered to the Company in the state in which it will ultimately be consumed.

6. Nominations— An Association may aggregate the usage of ESEs enrolled in the STP for purposes of nominations, balancing, assessment of unauthorized use charges and billing. ESEs enrolled in the STP with EGM shall not be pooled with ESEs enrolled in the STP without EGM

Associations shall make reasonable good faith efforts to avoid imbalances. If the ESEs are not pooled on the same billing cycle, the Association will prepare its monthly nomination by taking into account weather and an estimated imbalance. During the months of November through March, after the Association receives the Company's invoice with new actual usage information, the Association will, within a reasonable time, revise its nomination for the remainder of the month as necessary to reflect such information and any adjustments based on weather. At the Company's request, the Association will provide the Company (i) monthly nominations and supporting data prior to the start of each month, and (ii) revised nominations and supporting data during the months November through March.

The Company may recommend an adjustment to a nomination at any time, and the Association shall make such adjustment within two business days after receipt. If the Association fails or refuses to timely adjust a nomination, the Association agrees that Company may adjust the nomination with the transporting pipeline. If an Association fails or refuses to adjust a nomination three or more times within a 12 month period, Company shall be entitled, upon not less than 10 days' notice, to suspend or terminate that Association's aggregation program and convert the ESEs to regular sales service for a period of up to one (1) year.

Company expects that the transporting pipeline will notify Company confirming the Associations pool's daily nomination of MMBTUs to be transported and any changes to that nomination.

For purposes of coordinating nominations, confirmations, scheduling, and delivery of volumes with the transporting pipeline (s), Company may at its sole discretion, communicate customers' daily usage information and/or grant electronic access to such information as requested by transporting pipelines.

EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM
STP

G. Failure To Deliver Supplies:

As described above, the Association, on behalf of the ESEs, is obligated to deliver supplies into the Company's distribution system in accordance with the Adjusted Delivery Schedule, as further adjusted for any imbalance. In the event such supplies are not so delivered, the Company shall be entitled to convert the ESEs to regular sales service from the Company until the Association is able to resume the delivery of such supplies, and the aggregation service shall be temporarily suspended. The Company may terminate the aggregation service if the Association is unable to resume the delivery of such supplies within five business days, or if the Association has failed to make deliveries in accordance with the Adjusted Delivery Schedule for a third time within the same Aggregation Year. Except in a period when the Company's Basic Transportation customers are limited to their Daily Scheduled Quantities as described in Section C of the Company's Large Volume Transportation and Sales Service rate schedule, the ESEs shall have the option of paying the Unauthorized Use Charge for any volumes not delivered in accordance with the Adjusted Delivery Schedule. In the event the ESEs exercise this option, then such event will not be counted as a failure to deliver for purposes of this section. To the extent that the delivery failure occurs during a period when the Company's Basic Transportation customers are limited to their Daily Scheduled Quantities as described in Section C of the Company's Large Volume Transportation and Sales Service rate schedule, the Company shall bill the Association, on behalf of the ESEs, the Unauthorized Use Charge set forth in such section for each therm not delivered in accordance with the Adjusted Delivery Schedule.

H. Incremental Costs:

So as to ensure that this aggregation program will not have any negative impact on the Company or its other customers, and that the charges for the service produce revenues sufficient to recover all incremental costs of the service, charges for this service shall be adjusted, as necessary, to fully recover the incremental cost of providing the service, to the extent such costs are not otherwise recovered through other provisions of this tariff. Any under collection shall be recovered over a period of twelve months. Payments for capacity made available by the Company under Section E shall not be considered capacity release revenues, and shall be credited to the Deferred Purchase Gas Cost Account, provided that the Company may seek to recover, through an ACA adjustment, any losses in such revenues that the Company experiences as a result of making such capacity available, and provided further that the Company shall not be required to absorb the cost of any pipeline capacity formerly reserved to satisfy the requirements of the ESEs prior to the onset of the program.

Appendix 4
Issue: In the Matter of Union Electric Company d/b/a Ameren Missouri's
Tariffs to Increase its Revenues for Natural Gas Service
Witness: Louie R. Ervin Sr.
Sponsoring Party: Missouri School Boards' Association
Case No.: GR-2019-0077
Date: May 3, 2019

MISSOURI PUBLIC SERVICE COMMISSION

CASE No. GR-2019-0077

APPENDIX 4

AMEREN RESPONSES TO MSBA DR's #13 & #15

ON BEHALF OF

MISSOURI SCHOOL BOARDS' ASSOCIATION

Jefferson City, Missouri
May 3, 2019

Ameren Missouri's
Response to MSBA Data Request
GR-2019-0077
In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariffs to Increase Its Revenues for Natural Gas Service

Data Request No.: MSBA 0013

Please provide all cost support data for the "Unauthorized Gas Use Charge" in Company's Natural Gas Transportation Service rate schedule.

RESPONSE

Prepared By: Emma Cruthis
Title: Manager, Gas Supply
Date: March 18, 2019

The "Unauthorized Gas Use Charge" was designed to deter Transportation Service customers from using more than nominated (or using sales gas) during a "Critical Day". A "Critical Day" may be declared only if such conditions occur as listed on Sheet 16.2 of the Company's tariff for the integrity of the gas system to protect service for our Sales Gas Customers (mostly residential). These conditions of a "Critical Day" are typically due to constrained supply and extraordinarily high demand resulting from either extreme weather conditions, failure of the gas infrastructure, or a combination of both, consequently the price for gas supply, transportation, and storage can spike dramatically resulting in exorbitant prices in the spot market. The Company makes every effort to avoid the need to call a "Critical Day", and has not called a "Critical Day" in more than ten years. In fact, during a pipeline incident on Sunday, March 3, 2019, the Company's Gas Supply Staff worked extremely hard to secure additional supply on that Sunday to protect the integrity of the gas system to avoid calling a "Critical Day". During this time period the PEPL TX-OK spot market spiked to close to $8/Dth. The "Unauthorized Gas Use Charges" are not revenue, but are included in the Company's PGA Clause ACA computation.

Ameren Missouri's
Response to MSBA Data Request
GR-2019-0077
In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariffs to Increase Its Revenues for Natural Gas Service

Data Request No.: MSBA 0015

How many days during the test year test year, prior two years and period subsequent to the test year, respectively, did the company purchase gas which was not for Unauthorized Gas Use?

RESPONSE

Prepared By: Emma Cruthis
Title: Manager, Gas Supply
Date: March 12, 2019

Subject to the Company's objection, please see response to MSBA 0014 for Unauthorized Gas. Ameren Missouri purchases gas supply every day to meet the needs of our distribution system.

Appendix 5
Issue: In the Matter of Union Electric Company d/b/a Ameren Missouri's
Tariffs to Increase its Revenues for Natural Gas Service
Witness: Louie R. Ervin Sr.
Sponsoring Party: Missouri School Boards' Association
Case No.: GR-2019-0077
Date: May 3, 2019

MISSOURI PUBLIC SERVICE COMMISSION

CASE No. GR-2019-0077

APPENDIX 5

ILLINOIS COMMERCE COMMISSION ORDER

DOCKET 15-0439

ON BEHALF OF

MISSOURI SCHOOL BOARDS' ASSOCIATION

Jefferson City, Missouri
May 3, 2019

3. Commission Analysis and Conclusion

AIC's proposed clarifications to its natural gas tariffs related to transportation of customer-owned natural gas were filed and suspended pursuant to Section 9-201 of the Act. Section 9-201 of the Act provides that when the Commission investigates a tariff, it "shall establish the rates or other charges, classifications, contracts, practices, rules or regulations proposed, in whole or in part, or others in lieu thereof, which it shall find to be just and reasonable."

AIC proposes to modify its current cashout provisions in Rider T for Transportation Customers, so they would receive the lower of the PGA cost or the market price when the they over-deliver and the higher of the PGA cost or the market price when they under-deliver. AIC asserts that the current gas balancing cashout provisions are flawed; they do not create enough of an incentive to deter some Transportation Customers from arbitrage, creating system imbalances. AIC relies on the activity of one Transportation Customer who, for the January through March period in 2014, received a total cashout payment of $3,208,570, which was ultimately passed on to PGA Customers.

The Commission notes that Staff, IIEC, and RESA oppose AIC's proposed change to its cashout provisions. While Staff agrees with the Company's goals of preventing arbitrage and protecting PGA Customers, it is concerned that the Company's proposed cashout procedure could be unfair to Transportation Customers with imbalances when there is a difference between market price and the PGA rate. Staff maintains that the cashouts should be based upon market prices to reduce the likelihood of Transportation Customers or PGA Customers subsidizing each other. IIEC/RESA assert there has been no showing of net harm to PGA Customers and that the proposal would penalize the majority of Transportation Customers for the activity of one. Staff, IIEC, and RESA suggest that there are alternative, market based methods to address AIC's concerns.

The Commission finds that this record does not contain an extensive analysis to support a change in the imbalance cashout provisions for Transportation Customers. It notes that the parties are in agreement that the proposed reduction of MDN from 200% to 120% of MDCQ will help to reduce the opportunity for arbitrage. To the extent that a problem remains, the Commission encourages AIC to work with Staff and Transportation Customers to develop an alternative which would not result in cross subsidization between Transportation and PGA Customers. The Commission finds that, as in Docket No. 11-0282, the current cashout provisions of Rider T are sufficient at this time and AIC's proposed changes are rejected.

III. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having considered the entire record, is of the opinion and finds that:

(1) Ameren Illinois Company d/b/a Ameren Illinois is an Illinois corporation engaged in the distribution and sale of natural gas to the public in Illinois, and is a public utility as defined in Section 3-105 of the Act;

(2) the Commission has jurisdiction over the parties hereto and the subject matter herein;