

**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

**MISSOURI SCHOOL BOARDS' ASSOCIATION
STATEMENT OF POSITION**

Comes Now the Missouri School Boards' Association (hereinafter "MSBA"), by and through counsel, RSBIII, LLC, Richard S. Brownlee, III, files its Statement of Position in the above referenced matter. In support of its position, MSBA states the following:

A. Current Ameren School Tariff

1. MSBA's primary issue is that the current tariff cash-out rate for inadvertent over or under delivery of monthly gas volumes of schools:

(a) is unjust and not cost-based per Section 393.310 RSMo.;

(b) charges the schools a penalty price of 110% of the PGA price, or the market price plus \$0.150 per Ccf if greater, when the schools owe for inadvertent gas, but the Company only pays 90% of full market price when the schools are owed;

(c) was established for large volume industrial type users to exact after-the-fact penalties for over or under DAILY METERED deliveries of greater than 5% of after the fact usage and does not comply with school's relatively small MONTHLY METERED deliveries per Section 393.310 RSMo., which was subsequently enacted and signed into law in 2002; and

(d) fails to prevent potential price arbitrage by under delivering gas on days when gas prices are high and over delivering on days when prices are low.

2. The second issue (raised in the non-unanimous Stipulation) is that all rate revenue reductions be equitably allocated within the transportation rate class to prevent discrimination to small volume transportation customers by allocating the class revenue reduction proportionately to all revenue-producing rate components based on test year pre-reduction non-rate revenue and not just on the second volumetric usage block which only large industrial-type users have sufficient usage to reach that rate block.

B. MSBA's Proposed (4) Tariff Conditions

1. This proposal pertains only to school transportation service (STP) pursuant to Section 393.310 RSMo. and shall not affect Company's Revenue Requirement or Base Rates applicable to any customer class or subclass.

2. Provisions and rates pertaining only to the transportation subclass of STP customers will be set forth in a separate rate schedule.

3. STP customers' Pool Operator shall nominate deliveries from the pipeline to the Company's distribution system prior to the beginning of each month and update nominations intra-monthly to minimize monthly imbalances. Nominations for November through March shall adhere to a weather forecast algorithm, except for adjustments for known factors such as school closings, to comply with system operations orders or requests and to adjust for prior over or under imbalances. Such adjustments shall be logged by the school Pool Operator by date and a reason noted for each adjustment.

4. STP customers shall be cashed out monthly at the average daily market index prices for the respective month and interstate pipeline.

C. Proposal Equities of MSBA Tariff

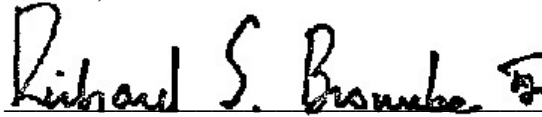
1. MSBA's (4) four point proposal:

(a) is cost based per Section 393.310 RSMo.;

(b) prevents potential price arbitrage by removing the suppliers discretion on the volume of gas to be delivered each day by using a well-established industry concept of basing deliveries on weather; and

(c) compensates the respective party that is owed for inadvertent gas equally at 100% of spot market price.

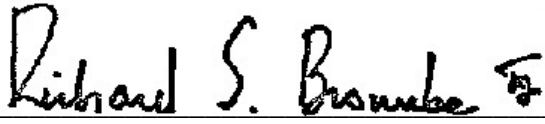
Respectfully submitted,
RSBIII, LLC

A handwritten signature in black ink that reads "Richard S. Brownlee III" with a stylized flourish at the end.

Richard S. Brownlee III, MO Bar #22422
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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, emailed or hand-delivered to all parties on the official service list for this case on this 22nd day of July, 2019.

Handwritten signature of Richard S. Brownlee III in black ink, written over a horizontal line. The signature is cursive and includes a small flourish at the end.

Richard S. Brownlee III, Attorney