

Exhibit No.:
Issue(s): Lighting Class Cost of
Service Study
Witness: Philip B. Difani, Jr.
Sponsoring Party: Union Electric Company
Type of Exhibit: Rebuttal Testimony
Case No.: ER-2011-0028
Date Testimony Prepared: March 25, 2011

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. ER-2011-0028

REBUTTAL TESTIMONY

OF

PHILIP B. DIFANI, JR.

ON

BEHALF OF

**UNION ELECTRIC COMPANY
d/b/a Ameren Missouri**

**St. Louis, Missouri
March, 2011**

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1 **REBUTTAL TESTIMONY**

2 **OF**

3 **PHILIP B. DIFANI, JR.**

4
5 **CASE NO. ER-2011-0028**

6
7 **Q. Please state your name and business address.**

8 A. My name is Philip B. Difani, Jr. and my business address is One Ameren
9 Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103.

10 **Q. Are you the same Philip B. Difani, Jr. who filed direct testimony in**
11 **this proceeding?**

12 A. Yes, I am.

13 **Q. What is the purpose of your rebuttal testimony?**

14 A. The purpose of my rebuttal testimony is to discuss issues related to the
15 Lighting Class Cost of Service Study (“Lighting Study”) and Lighting Class rates raised
16 by the Municipal Group through the testimony of its consultant, Petree Eastman. I will
17 also address the Commission Staff’s (“Staff”) report concerning adjustments to Lighting
18 rates.

19 **I. BACKGROUND REGARDING DIFFERENCES BETWEEN 5M AND 6M**
20 **RATES**

21
22 **Q. In Ameren Missouri’s previous electric rate case, Case No.**
23 **ER-2010-0036, the Municipal Group contended that there is a wide gap between the**
24 **Energy and Maintenance rates for the 5M and 6M rate classes even though the**
25 **difference in maintenance activities required for those two classes was not very**
26 **significant. Has Ameren Missouri responded to these issues?**

1 A. Yes, we have. Let me start by providing a bit of background on the
2 reasons for the differences between rates for the 5M and 6M classes. My testimony
3 generally compares the 5M and 6M classes and does not specifically address the 7M class
4 because the 7M class is very small. However, all of my comments regarding the 5M
5 class are also applicable to the 7M class.

6 The difference between the 5M and 6M rate classes is simply that the Company
7 owns, operates and maintains the lighting fixtures and post top poles for the 5M class,
8 whereas customers taking service under the 6M class purchased, and therefore own, the
9 lighting fixtures and poles used to serve them. Thus, the main reason for the difference in
10 rates for these two classes is Ameren Missouri's non-energy related cost of providing
11 facilities used to serve the 5M class. The Company does provide limited maintenance to
12 facilities in its 5M and 6M classes consisting of replacement of the photo sensors and
13 bulbs. However, those maintenance costs are recovered by the Company's rate in most
14 non-metered applications. Therefore, there is no difference between the rates for
15 standard maintenance between bulbs of the same type used to serve the 5M and 6M
16 classes. However, non-standard maintenance costs are different for the 5M and 6M
17 classes. Any non-standard maintenance items (e.g. wire, bracket, fixture, post top pole,
18 etc.) under rates for the 5M class are the responsibility of the Company, whereas for the
19 6M class the customer, because it owns the facilities, provides the fixtures and parts
20 necessary to maintain those facilities. The Company simply must disconnect and
21 reconnect lines between the lights and the distribution system so that the customer can
22 repair its own facilities. Therefore, non-standard maintenance rates for the 6M class are
23 based on the costs associated with those limited activities.

1 **II. LIGHTING CLASS COST OF SERVICE STUDY (“CCOSS”) AND THE**
2 **REMOVAL OF THE POLE AND SPAN CHARGE**

3
4 **Q. Please comment upon Ms. Eastman’s claim that the Lighting Study**
5 **was performed without the Municipal Group’s input.**

6 A. Ms. Eastman’s claim is misleading. Although the Municipal Group did
7 not provide input into the Lighting Study, that does not mean they were not given every
8 opportunity to do so. Prior to the first collaborative meeting regarding the study, Ameren
9 Missouri distributed a proposed study methodology that outlined various standard
10 principles that the Company intended to use for the Lighting Study (Schedule PBD-ER1).
11 The Company then held a meeting to discuss its proposal with representatives of the
12 Municipal Group, the Staff, and the Office of the Public Counsel (“OPC”). Ameren
13 Missouri invited comments or counterproposals from each of these parties, but none were
14 offered. Following that meeting, the Municipal Group sent the Company a letter asking
15 several questions, which the Company duly answered in writing (Schedule PBD-ER2).
16 Ameren Missouri then held another collaborative meeting to discuss the Municipal
17 Group’s questions. The Company presented a short Power Point presentation at the
18 second meeting to clearly identify differences in the rates that the Municipal Group
19 seemed to have questions about (Schedule PBD-ER3). This second meeting was
20 attended by Staff and OPC, as well as at least two consultants for the Municipal Group.
21 One of the consultants is a cost of service expert who is familiar with regulatory practices
22 in Missouri. However, that expert, to date, has not filed testimony in this case.

23 At any point prior to the rate case filing the Municipal Group could have provided
24 input into the Lighting Study, but, for whatever reason, it chose not to do so. Similarly,
25 the Municipal Group could have performed its own study or could have provided

1 testimony commenting on Mr. Warwick’s CCOSS. Again, for whatever reason, the
2 Municipal Group chose not to do either. While we are not surprised that the Municipal
3 Group does not agree with the ultimate results of our study or the rate design
4 recommendations we have made in this case, we are surprised to see, in the Municipal
5 Group’s direct testimony, the statement that Ameren Missouri made the study “without
6 input” and that they are not in agreement with the methodology used for that study. The
7 entire collaborative effort was specifically designed to allow the Municipal Group, Staff,
8 and OPC to provide input into the methodology used for the study.

9 One final point regarding the Municipal Group’s assertion: Ameren Missouri sent
10 both Staff and OPC data requests asking if those parties believed the Company had
11 fulfilled its obligations under the First Nonunanimous Stipulation and Agreement (“First
12 Stipulation”) from Case No. ER-2010-0138, which, in part, concerned the completion of
13 a CCOSS in this case. The relevant portion of the First Stipulation states:

14 With regard to municipal lighting, AmerenUE agrees:
15 a. to immediately commence a cost of service study for all rates
16 under service classifications 5M and 6M, and upon completion of that
17 study to share the results, all work papers and underlying data with
18 financial and accounting consultants for the Municipal Group, Public
19 Counsel, the Staff and other interested signatories. Prior to commencing
20 such study, AmerenUE will meet with the Municipal Group’s financial
21 and accounting consultants and those at the Public Counsel’s office and
22 with the Staff, and those representing other interested signatories in a
23 collaborative fashion in an attempt to agree on the parameters and general
24 guidelines for the study. (Case No. ER-2010-0318, First Nonunanimous
25 Stipulation and Agreement p. 7 paragraph 13.)
26

27 In their responses, both Staff and OPC indicated they believe Ameren Missouri had
28 fulfilled its obligations under this section of the First Stipulation. The relevant portions
29 of those responses are attached as Schedules PBD-ER4 and PBD-ER5.

1 **Q. In its direct testimony in this case, the Municipal Group states that it**
2 **believes the Lighting Study is unfair, particularly with regard to the elimination of**
3 **the pole and span charge. Please describe Ameren Missouri’s development of its**
4 **proposed Lighting rates.**

5 A. During the collaborative process, Ameren Missouri received positive input
6 from Staff and OPC concerning the proposed method of the study and received no
7 suggestions to change the proposed methodology from the Municipal Group. Although
8 the Municipal Group asked questions during that process, it did not request any
9 modifications to the study methodology. The CCOSS performed by Mr. Warwick shows
10 that the Lighting Class, as a whole, should receive a 36% rate increase. That study
11 determined the Lighting Class’ revenue requirement based solely on the Company’s
12 investments, expenses, and expected taxes and after offsetting “Other Revenue.” It did
13 not look at revenues derived from pole and span charges other than to compare current
14 revenues from those charges to the proposed cost of service revenue requirement to
15 determine the revenue deficiency for the class. As stated in my direct testimony, Ameren
16 Missouri did not propose rates based on this CCOSS, but instead proposed a lower
17 increase -- the system average increase for the Lighting Class as a whole. Furthermore,
18 based on the Lighting Study the Company proposed a tiered increase limited to 20% for
19 the 6M class and 9.7% for the 5M class.

20 **Q. Please discuss the elimination of the pole and span charges, which**
21 **have created such a concern for the Municipal Group.**

22 A. In its direct testimony, Ameren Missouri proposed the elimination of the
23 pole and span charges. This was done primarily for two reasons. First, it is not cost-

1 effective for the Company to identify and keep records for all of the poles and spans
2 subject to these charges. Second, Lighting customers who opted for Company-owned
3 poles and spans with monthly charges are, in effect, renting these facilities, and although
4 the Company does not agree that the customers have effectively purchased the facilities
5 by paying rent for many years, as the Municipal Group contends, these charges have now
6 been levied on these installations for over 22 years. Because public perception that rates
7 are fair is important to the Company, it is willing to concede that it is now time to end the
8 charge for pre-1988 lighting poles.

9 **Q. Is the elimination of pole and span charges “unfair” to other members**
10 **of the 5M class, as the Municipal Group contends in its direct testimony?**

11 A. No it is not when viewed in its correct context. As stated previously,
12 Ameren Missouri constructs, owns, and maintains the lighting facilities for customers in
13 the 5M class. Over the last 22-plus years, rates for this class have undergone several
14 changes. Prior to 1988, the Company charged a monthly fee. After 1988, the Company
15 changed the pricing of poles and spans (including installation overheads and labor) in
16 accordance with new tariff provisions that required an up-front payment of pole and span
17 costs. Beginning in 1992 and continuing to today, special facility provisions require an
18 up-front payment of the installed cost of the facilities plus an additional amount for future
19 operations and maintenance (“O&M”) costs and the cost of the eventual replacement of
20 the facilities. The up-front charge is simply a means to balance the small revenue source
21 (the light) with a large up-front expense (the pole) because, based on financial
22 considerations, the Company would not otherwise make such an investment.

1 As can be seen, the Company's rates and charges for the 5M class have
2 undergone several changes over the years with each change designed to better align the
3 rates with public perception of fairness. In this case Ameren Missouri proposes to take
4 the next step in that process; that is, elimination of charges for poles and spans installed
5 prior to 1988. It is appropriate to eliminate this 22 year-old charge just as it is
6 appropriate that the O&M and replacement costs be borne by the whole class that incurs
7 these costs, namely the 5M class.

8 Finally, I would note that Ms. Eastman's testimony on this point is internally
9 contradictory. On one hand, she argues that cities paying the existing pole and span
10 charges have already paid the full cost of those poles and spans. This is confirmed in an
11 answer to a data request posed by Ameren Missouri, which is attached as Schedule
12 PBD-ER6. On the other hand, Ms. Eastman complains that the removal of this charge
13 will cause those cities with post-1988 poles to subsidize the cities with pre-1988 poles.
14 Obviously, both statements cannot be correct.

15 The truth is that neither of Ms. Eastman's statements is correct. Perhaps this
16 stems from her unfamiliarity with the ratemaking process. In this case, the Company has
17 provided a study which shows the cost of providing service to the Lighting Class and has
18 proposed to eliminate one revenue stream -- the pole and span charge -- for recovering
19 those costs. But the elimination of this charge does not mean there is a corresponding
20 elimination of the cost of providing service to the Lighting Class or a reduction to the
21 portion of the Company's overall revenue requirement that is allocated to that class.
22 Instead, the elimination of the pole and span charge simply means that the portion of the
23 revenue requirement allocated to the Lighting Class that was previously met through

1 revenues received from that charge must now be recovered through increases to charges
2 that remain.

3 **Q. Ms. Eastman testifies that the Company’s proposal to**
4 **eliminate the pole and span charge is a “deception” and that the Commission would**
5 **not have known this without the Municipal Group’s involvement. Are**
6 **Ms. Eastman’s allegations true?**

7 A. No, there is no deception involved in what Ameren Missouri has
8 proposed in this case. My workpapers – specifically the excerpt identified as Schedule
9 PBD-ER7 – that were submitted with this case clearly show the impact of the elimination
10 of the pole and span charges. In addition, as noted in Ms. Eastman’s direct testimony,
11 when the Company received an email asking about the issue, a full and thorough
12 explanation was provided.

13 **Q. The Municipal Group proposes that Ameren Missouri eliminate pole**
14 **and span charges and then spread costs allocated to the Lighting Classes across-the-**
15 **board with a system average increase. Please comment on this proposal.**

16 A. I believe the Municipal Group’s proposal is an attempt to provide a rate
17 reduction to the 5M class, to lower the increase to the 6M class, and to reallocate the
18 difference to all other rate classes. Such a result is contrary to the conclusions of every
19 cost of service study filed in this case, which indicate that the Lighting Class should get
20 an increase much greater than the overall increase proposed by Ameren Missouri.

21 **Q. What is the Municipal Group’s basis for their proposal?**

22 A. Ms. Eastman argues that the Municipal Group’s proposal is fair because
23 Ameren Missouri did not follow the results of its CCOSS. This is remarkably different

1 from their position in the last case where Ameren Missouri proposed an across-the-board
2 increase, which the Municipal Group opposed because there was no cost of service study.
3 Now, with a CCOSS available, the Municipal Group suggests that because Ameren
4 Missouri proposes to allocate less of the revenue requirement to the Lighting Class than
5 the CCOSS indicated, the Commission should ignore the study and order a simple across-
6 the-board increase. If adopted by the Commission, the Municipal Group's proposal
7 would produce only a 0.7% increase to the Lighting Class, a full 10.1% percent below the
8 proposed system average increase of 10.8%.

9 **Q. Please comment on the Municipal Group's claim that they have,**
10 **"clarifying questions pending."**

11 A. To the best of the Company's knowledge, Ameren has no outstanding data
12 requests from the Municipal Group. In fact, in response to a data request from Ameren
13 Missouri seeking documentation of this charge, Ms. Eastman admitted the statement was
14 not directed toward Ameren Missouri stating: "No additional questions have been
15 forwarded to Ameren at this juncture." See Schedule PBD-ER8.

16 **Q. Have you revised your Lighting Study since the time you filed your**
17 **direct testimony in this case?**

18 A. Yes. During the period between the original submission and now, there
19 were corrections made to more closely follow the allocations in Mr. Warwick's CCOSS.
20 Revised workpapers showing these corrections will be provided concurrent with the
21 filing of this testimony. As a result of these corrections there is an insignificant shift of
22 0.3% of Lighting revenue from the 6M to the 5M class – principally because of the
23 "Other Revenue" credit for off-system sales being allocated entirely to energy, which is

1 consistent with what the Commission ordered in the Company's previous electric rate
2 case.

3 **Q. What are the differences between the original and new Lighting**
4 **Study?**

5 A. The negligible differences are shown below:

6	<u>Class</u>	<u>Original</u>	<u>Revised</u>
7	5M	15.2%	15.7%
8	6M	216%	212%
9	7M	183%	221%
10	Combined	36%	36%

11 **Q. Is the Company proposing any changes to its proposed rates as a**
12 **result of the corrections you made to the Lighting Study?**

13 A. No. Each Lighting Class will still be paying below its cost of service, and
14 we believe the proposed rates are still appropriate for reasons discussed in both
15 Mr. Cooper's and my direct testimonies.

16 **III. POLE ATTACHMENTS**

17 **Q. On page 13 of her direct testimony, Ms. Eastman says 5M poles are**
18 **used for other purposes despite allegedly conflicting statements to the Municipal**
19 **Group from Ameren Missouri. Please comment on Ms. Eastman's allegations.**

20 A. Ms. Eastman apparently misunderstood statements I made to her during a
21 prior conversation regarding pole attachments. The statement she apparently
22 misunderstood related to fiberglass and concrete poles and the general lack of pole
23 attachments to those types of poles. At no time did I tell her that there are never any pole
24 attachments on fiberglass or concrete poles specifically, or, more generally, on other
25 types of poles subject to 5M rates. All poles owned by Ameren Missouri are subject to

1 the best use consistent with good business practices. Should the opportunity arise, the
2 Company does utilize its assets for pole attachments. The revenue received from these
3 pole attachments offsets its costs and allows it to provide a lower overall cost of service
4 for its customers. At times there could be pole attachments on concrete and fiberglass
5 poles, but pole attachments are most commonly made to wood poles.

6 **Q. Ms. Eastman also complains that Ameren Missouri isn't properly**
7 **allocating revenues received from pole attachments made to light poles. Do you**
8 **agree with her complaint?**

9 A. No. Again, Ms. Eastman's complaint shows that she is not familiar with
10 how rates have been historically set by the Commission. Although Ameren Missouri
11 does not charge a pole attachment fee for hanging a light on a specific wood pole,
12 Ameren Missouri does receive revenues from other companies for their pole attachments
13 on the Company's poles. Pole attachment charges are assessed for the use of the
14 Company's poles generally, and there is no distinction between poles that have a light
15 fixture hanging on them and poles that do not.

16 Contrary to Ms. Eastman's direct testimony on page 13 that all wood poles in
17 University City have attachments, Schedule PBD-ER9 contains photographs of numerous
18 wood poles in University City that hold street lights but do not have any pole
19 attachments. Perhaps some of her confusion is based on a misunderstanding of the
20 reason various wires are attached to a pole. For each light fixture we offer, an electrical
21 connection to our distribution system is required in order to provide for the operation of
22 that light. This connection (wire) is not a "pole attachment" but is, instead, an integral
23 part of the electric facilities required to operate the light. The Company doesn't maintain

1 a count of the number of street light poles with attachments and these pictures aren't
2 intended to argue for or against any certain percentage. Ms. Eastman's direct testimony
3 says "all" of University City's wood poles have "other facilities." But as these
4 photographs clearly show, her statement is wrong.

5 Pole attachments can be found on poles that have street lights and on poles that do
6 not have street lights. Ameren Missouri does not track its pole attachment revenue in a
7 way that would allow it to separate out the revenues associated with street light pole
8 attachments and it would not make sense for the Company to keep records that would
9 allow it to do so. Because pole attachment revenue is included in Mr. Warwick's cost
10 study as "Other Revenue," which is used as an offset to Ameren Missouri's total revenue
11 requirement, all customers receive a benefit from those revenues. It would be
12 inappropriate to limit or over-allocate that benefit to customers in the Lighting Class, as
13 Ms. Eastman seems to propose.

14 **IV. FRANCHISE CONTRACTS AND STREETLIGHT DISCOUNT**

15 **Q. Why does Ameren Missouri provide a 10% streetlight discount to**
16 **certain municipal Lighting customers?**

17 A. Ameren Missouri tariffs provide for a 10% discount that is applied to bills
18 rendered for municipal lighting facilities when two conditions specified in the tariff are
19 met. First, the municipality must grant a twenty-year franchise to the Company. Second,
20 the municipality must enter into a contract for Ameren Missouri to provide all lighting
21 services to the municipality.

1 The 10% discount provides a benefit to both the municipality and to Ameren
2 Missouri, and the Company recommends against any changes to the discount rate or term
3 of the franchise agreement.

4 **Q. Why is it fair and reasonable to require municipal customers to a**
5 **franchise contract for a minimum of twenty years?**

6 A. Ameren Missouri franchises serve two important and related functions:
7 authorizing the provision of utility services to a municipality and authorizing Ameren
8 Missouri to use public rights-of-way for its distribution/transmission lines and other
9 equipment. The twenty-year term is demonstrative of the commitment of both parties in
10 the development of a long-term relationship and is cost effective for the Company. The
11 energy efficient lighting concerns expressed by the Municipal Group are misplaced in the
12 franchise agreement, as those concerns are more properly addressed as part of the lighting
13 contract, which is normally for a ten-year period.

14 **Q. Please comment on the Municipal Group’s proposal to break-out**
15 **municipalities from the remainder of the Lighting Class.**

16 A. The existing rate classes for Lighting service (5M, 6M, and 7M) are based
17 on the type of light, if the service is metered or not, and who owns the light fixture.
18 Under the current tariff, there is no distinction between municipalities and other types of
19 entities (e.g. the Missouri Department of Transportation (“MoDOT”), schools, churches,
20 etc.) that receive Lighting service from the Company, and there is no justification for
21 such a distinction. That is because there is no difference between a large municipal and a
22 large non-municipal street light customer such as MoDOT, except that one can levy taxes
23 and the other cannot. In addition, the electrical characteristics of like-sized light fixtures

1 used to serve municipal and non-municipal customers are exactly the same. Because
2 there is no difference in the cost to serve similar Lighting customers, there is no cost of
3 service justification to bifurcate the classes as proposed by the Municipal Group.

4 **V. STAFF'S PROPOSAL**

5 **Q. What are your comments concerning Staff's proposed system average**
6 **plus 1% increase to the Lighting Classes?**

7 A. Ameren Missouri has proposed the system average overall increase, while
8 proposing a very modest tiered increase between the Lighting Classes. As I understand
9 Staff's recommendation, it does nothing to remedy the substantial inter-class differences
10 between the 5M, 6M and 7M classes and it does not address the proposal to eliminate the
11 pole and span charges. Indeed, Staff's proposal will continue to increase all of the
12 current charges. For these two reasons, I believe Ameren Missouri's proposal is superior
13 to Staff's proposal.

14 **Q. Does this conclude your rebuttal testimony?**

15 A Yes, it does.

Difani, Philip B

From: Warwick, William M
Sent: Wednesday, July 07, 2010 2:34 PM
To: Tatro, Wendy K
Cc: Cooper, Wil L; Difani JR, Philip B
Subject: FW: July 8th Lighting Cost-of-Service kickoff meeting
Attachments: Lighting CCOSS Outline (3).doc

Wendy, please pass along to the Municipal Group.

Also Phil can you set up a pre meeting for Wil, Myself, Wendy (optional) and you to discuss.

Thanks
Bill

From: Difani JR, Philip B
Sent: Wednesday, July 07, 2010 2:22 PM
To: Ryan Kind; Scheperle, Mike; Warwick, William M; Cooper, Wil L
Cc: Meisenheimer, Barb
Subject: July 8th Lighting Cost-of-Service kickoff meeting

Per the Stipulation and Agreement in ER-2010-0036, we would like to invite all of you to participate in our Lighting class cost of service kickoff meeting tomorrow July 8th. For those wishing to come to St. Louis, the meeting will be held at our General Office Building at 1901 Chouteau, in conference room E-339 starting at 12:30. We have reserved the room and phone line until 2:00. For those who wish to participate by phone there is a call in number, 1.866.418.3591 code 332507#. To aid our discussion, we have attached an outline of the proposed study parameters.

Phil Difani
Ph. 314.554.3582

From: Kind, Ryan [mailto:ryan.kind@ded.mo.gov]
Sent: Tuesday, July 06, 2010 5:00 PM
To: Scheperle, Mike; Warwick, William M
Cc: Difani JR, Philip B; Meisenheimer, Barb
Subject: RE:

Barb Meisenheimer and I are both available at 10 AM or later in the day on the 8th. Will the meeting be held in Jefferson City or by conference call?

Please add Barb Meisenheimer to the email distribution list for the lighting CCOS study meetings. I have copied her on this message.

Ryan

From: Scheperle, Mike [mailto:mike.scheperle@psc.mo.gov]
Sent: Tuesday, July 06, 2010 1:33 PM
To: 'Warwick, William M'; Kind, Ryan
Cc: Difani JR, Philip B

Schedule PBD-ER1

03/22/2011

Subject: RE:

I am only available on the 8th.

Mike

From: Warwick, William M [mailto:WWarwick@ameren.com]
Sent: Tuesday, July 06, 2010 9:32 AM
To: Scheperle, Mike; Kind, Ryan
Cc: Difani JR, Philip B
Subject:

Good morning Mike, Ryan,

As you may recall, pursuant to item 13.a of the First Nonunanimous Stipulation and Agreement in the Company's electric case, ER-2010-0036 we were to commence a lighting class cost of service study. Prior to the commencement of such study we were to meet with the MoPSC staff, the Municipal Group's financial and accounting consultants and those at the Public Counsel's office in an attempt to agree on the parameters and general guidelines for such study.

We would like to know your availability on either July 7th or 8th for said "kickoff" meeting? The Municipal Group has informed us that these are two dates their consultant would be available.

Thanks.
Bill Warwick
AmerenUE
Managing Supervisor – Rate Engineering
314.554.2060

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AMERENUE
CLASS COST OF SERVICE STUDY INCLUDING LIGHTING
OUTLINE

- I. An Embedded Class Cost of Service Study (CCOSS) or Revenue Requirement analysis will be developed utilizing functionalized i.e., GL accounting data) jurisdictional revenue requirements study.
 - A. Company will expand its existing class cost of service spreadsheet methodology to include a "Lighting" (i.e., Service Classification No. 5(M), 6(M), 7(M), and 8(M)) class.
 - a. Where a cost can be determined solely attributable to Lighting, it will be directly assigned 100% to the Lighting class.
 - b. Where a shared cost can not be directly assigned to the Lighting class, it will be apportioned to the Lighting class using an appropriate allocation method. (i.e., production Plant, transmission plant, distribution plant, etc.)
 - c. Variable production costs for lighting will be developed based on the Company's CCOS variable production costs for non-lighting secondary load with a decrement to reflect the material number of off-peak hours associated with street lighting dusk/dawn use.
 - d. Credits for Off-System sales and Other Revenues will also be apportioned to the Lighting class consistent with same for non-lighting classes.
 - B. The CCOSS will be the starting point for class revenue requirements. Other factors (e.g. rate impact, rate continuity, public acceptance, value of service, comparable HPS/MV lamps and fixtures, etc.) may be taken into consideration when determining the final class revenue requirements.

- II. Rate Design
 - A. Once the Lighting revenue requirement has been developed an off-line analysis will be performed to further apportion the Lighting revenue requirement among lighting offerings (i.e. 5(M), 6(M) etc.). For example meter cost and meter reading cost would not be assignable to 5(M) or to 6(M) unmetered service.

AMERENUE
CLASS COST OF SERVICE STUDY INCLUDING LIGHTING
OUTLINE

- a. A marginal or current cost approach will be used to develop relative Lighting costs.
- b. Company will use all information available to determine O&M expense for lights, fixtures, photocells, poles, and incidental costs.
- c. In so far as possible known differences in O&M expense to individual light offerings and/or 5(M) versus 6(M) will be incorporated in the allocation.
- d. 5(M) rates will continue to be per unit per month charge.
- e. 6(M) and 7(M) rates will continue to be both a per unit per month offering for unmetered service and a metered service offering consisting of a customer charge and an energy charge.
- f. 8(M) rate will be eliminated as there are no longer any customers on said rate.

Formatted: Highlight

Tatro, Wendy K

From: Tatro, Wendy K
Sent: Wednesday, July 07, 2010 8:07 AM
To: lcurtis@lawfirmemail.com
Cc: Cooper, Wil L
Subject: AmerenUE lighting study

It appears that Staff and OPC can talk tomorrow at 10 am. Can that work for your consultant? If you would provide the name and contact info for the Municipal Group's consultant, Mr. Cooper and his group will work out the details.

Thanks

Wendy Tatro

Associate General Counsel

Ameren Services

1901 Chouteau Avenue

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St. Louis, MO 63166

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ST. LOUIS COUNTY MUNICIPAL LEAGUE

Linking Local Communities • Strengthening Local Government

July 16, 2010

To: Wil Cooper, Ameren via email – wcooper@ameren.com
Phil Difani, Ameren via email – pdifani@ameren.com
Mike Scheperle, PSC via email – mike.scheperle@psc.mo.gov
Barb Meisenheimer, OPC via email – barb.meisenheimer@ded.mo.gov

From: Tim Fischesser, Executive Director, St. Louis County Municipal League

RE: Ameren Cost of Service Study on street lighting

While contacting consultants for proposals, the League staff has hurriedly tried to learn more about the proposed street lighting study and how it will impact future rate cases. We have developed the following list of questions regarding the Ameren methodology discussed with the PSC and OPC on July 8. We clearly need to retain a consultant who can assist us in better understanding and evaluating the proposed methodology and the responses to the questions below. We are pursuing this. Until such time as we can secure that assistance, we would like Ameren to attempt to answer the questions below. We will follow up with comments on the methodology as soon as we receive answers to the questions below and have them reviewed by a consultant.

1. The higher cost of 5M service, when compared to 6M service seems to focus on Ameren cost recovery for the original installation of the poles and wires, which I will refer to as the local backbone. What are the cost factors that make up this local backbone and if billed every month for years is there a time when Ameren has fully recovered or depreciated these costs? If so, should the 5M rate be reduced to the 6M rate at some point?

AmerenUE response:

The cost differential, i.e. \$5.81 for 9500 lumen, reflects the cost recovery of the fixture, bracket, minor materials and labor to install the light. The same differential for the 9500 lumen post-top is \$13.13, which includes the 17 foot standard pole and connecting wire in addition to the aforementioned items.

Cost factors include a return on our investment in the lighting system, production plant, transmission and distribution systems. It also includes an allocated apportionment of depreciation expense, operations and maintenance expenses, customer service expense, administrative and general expenses and taxes.

The costs will likely never approach the 6(M) rate because 1) new installations, and 2) at some point the depreciated asset must be replaced at current cost. The rate reflects the revenue requirement (i.e., expenses, taxes, depreciation and return on plant) of all investment, operations and maintenance expenses, and administrative and general expenses associated with same.

2. Is there a logically priced local option that would allow cities to buy local street lighting systems from Ameren? If so, what is the basis of these selling prices?

AmerenUE response:

The options available to the customer are to pay for the facilities up front and own them, or to have AmerenUE incur the cost of its investment and maintenance and the customer to pay based on AmerenUE ownership - 5(M) rate. However, over the past twenty years the Company has occasionally sold underground lighting systems, negotiated at reproduction cost depreciated or higher—a commonly utilized and equitable method for the sale of utility owned facilities.

3. How can cities achieve energy efficiency and also reduce street lighting costs? Are bulbs rated on a chart by efficiency? LED street lights do not seem to have or fit into a category. Can this be explored? Since 5M is unmetered, how can more energy efficient technology result in lower bills? For example, will Ameren lower fees if more energy efficient bulbs are installed on unmetered systems? Is migrating to measured service worthwhile? If so, what “best practices” could be used to make this change?

AmerenUE response:

AmerenUE is currently conducting pilot projects on LED lighting. As you have discovered, the amount of energy for the lights is small, the main part of the cost is service and facilities. However, should LED lights become a standard offering the cost of electricity consumed will be reflected in the rate. Switching to LED lamps currently requires an entirely new fixture to be used. The economics of migrating to measured service will need to be evaluated on a case-by-case basis.

4. One way to save energy and taxpayer money is to decommission/remove lights but we have been told that there is a \$100 fee for this. Is that fee logical and justified? What specific work is performed for this fee? What if any portion of the 5M fee would continue to be charged if this is performed.

AmerenUE response:

At the customer’s request, AmerenUE invested in the lighting fixture based on the assumption that the customer would fulfill its contract with the Company. The \$100 tariff charge is considered just and reasonable as it has been approved by the MPSC and is simply an early out charge that reflects our removal costs and, also, the loss of the remaining life of said fixture. As long as the customer has successfully completed their contract, there is no charge from AmerenUE to disconnect (and remove) a light. Should a light fixture be disconnected and removed from our system it would terminate 5M service for said light.

5. Is there a reason that signing a 20 year municipal franchise lowers lighting costs by 10%? Is this appropriate policy? If lighting can be billed at a 10% discount with the signing of a franchise, are rates too high?

AmerenUE response:

Quantification of the tangible value of municipal franchise agreements is difficult. A municipal franchise offers numerous business benefits to AmerenUE and the municipality. The relationship between discounted lighting rates and franchises is subjective. However, this longstanding discount has been approved by the MPSC and has been in effect since 1988. Clearly, there is no basis to conclude that the mere presence of this discount indicates that lighting rates are too high.

6. Document/justify the portion of the 5M & 6M bills attributed to maintenance. Are there “best practices” that could lower costs, e.g could regular change out/preventative maintenance, as opposed to call in service, result in savings.

AmerenUE response:

As part of the proposed lighting class-cost-of-service study the Company will be evaluating the maintenance expense differential between 5M and 6M service. We will provide documentation/justification once the result of the analysis is available. AmerenUE continually evaluates its and other company’s best practices. To this end, we have developed procedures that lower the overall cost of lighting including operating and maintaining such lights while continuing to maintain superior customer satisfaction. This process will continue to evolve and change over time. There really is no preventative maintenance that could be done more cost effectively than just replacing a component upon failure. In either case, all maintenance usually involves replacing some component. Preventative maintenance could actually increase cost if you are pro-actively replacing components based on expected life rather than simply waiting until it fails.

7. Is there a pole rental charge on muni bills in addition to the 5M charge that appears to charge for the local poles and wires? If so, explain the difference between this separate pole rental charge on the bill and the charges included in the 5M rate that seems to cover the local backbone, including the poles.

AmerenUE response:

Prior to 1989, instead of charging a customer in advance for the installation of new underground street light cable, new overhead streetlight wire, new poles or whatever needed to be installed to add new lights to the system at a customer's request we had in place monthly rates to account for those installations. Since 1989, as opposed to monthly billing customers for such facilities required solely to serve streetlights, we require payment up front.

8. Explain the cost difference between a pole that only holds a street light, and a pole that also holds many wires (cable, phone, electric, and lights, etc.)?

AmerenUE response:

The underground served street light pole is 100% used by the street light and has essentially no other uses by the electric distribution system. Wood distribution poles on the other hand, are for the purpose of extending the distribution system to our customer base, and may incidentally support shared facilities such as cable, phone, and lighting. Overhead supplied wood distribution poles are sometimes used simply because it is already installed and has the capability to hold the light. If a wood pole is needed just for a light, then that falls under the special facilities category and must be paid for up front (the cost of the pole is not included in the lighting rate). Except for special situations customer owned 6(M) lights are not allowed on distribution poles as the liability of non-AmerenUE personnel climbing these energized poles is unacceptable.

9. Explain the difference in 1) bills that cover street lighting such as 5M and 2) bills for lights that are installed on multipurpose poles, such as the large poles along major roads?

AmerenUE response:

Regardless of the type of pole the fixture is attached to (a dedicated pole just for the light, or a multipurpose distribution pole), there is no difference in the monthly billing rate for the same type of 5(M) lights (excluding post tops). If a light is installed on a dedicated pole and a distribution extension is required, it is paid for up-front as a special facility. Therefore, the monthly rate for the light would be the same as if the same light were installed on an existing AmerenUE distribution

pole where no up front special facility charge was required. All are available in 5(M). Of course, the rate for post top fixtures includes a fiberglass pole which includes the pole and has a higher rate. The light's monthly fees reflect energy production, transmission and delivery costs along with costs, initial capital, labor, and O&M investment that we invest to stock, install, and operate and maintenance expenses.

10. To whom are lights on County or state highways but within a municipality's corporate limits billed?

AmerenUE response:

Lights can be billed to either, depending on which entity requested and agreed to pay for the light.

11. Provide an accurate list of lights by address that appear on municipal bills to assure accuracy of bills.

AmerenUE response:

AmerenUE currently has this information spread across different software systems, some information such as location, is in our mapping system while different information such as billing attributes, is in our billing system. AmerenUE is actively updating all municipal lighting accounts and merging the data from all systems in order to provide the list of lights by address by type so that a customer can easily follow how their monthly bill is calculated as well as be aware of the locations of the billing light locations. Additionally, at the same time we are also field verifying that the lights that we are maintaining in the field are reflected in the summary.

12. Explain each part of the July 8, 2010 proposed methodology in more detail so that we can better understand the proposed methods and goals.

AmerenUE response:

We are willing to answer any specific questions you may have but this question is so generic we do not know what additional information you are requesting. May we suggest a book published and available from the National Association of Regulatory Utility Commissioners, 'Electricity Utility Cost Allocation Manual'.

13. We are generally under the impression that the 5M bill consists of 1) charges for energy; 2) charges for maintenance of the light, sensor, glass, & 3) charges for the local poles and wires. The first cost category, energy, would seem to consist of many costs that must be apportioned to the various classes. How is this apportioned to the street lighting classes? How does off peak usage of street lighting affect this apportionment? For the second cost category, maintenance of fixtures, how are the costs determined? How are the capital costs for the fixtures captured? For the third cost category, charges for the local backbone, what methodology is used to develop this portion of the 5M bill?

AmerenUE response:

Your general impressions are partially correct. In addition, the lighting charges consist of a return on our investment in production plant, the transmission and distribution systems, along with associated depreciation expense, operations and maintenance expenses, customer service expense, administrative and general expenses and taxes.

In a class-cost-of service study the cost of energy is typically allocated to classes by use of a variable allocator. That allocator is traditionally class kilowatt-hours use at the generation level. However, this approach does not equitably reflect the material proportion of off-peak energy usage

of the Lighting class vs. all other customer classes. As a result, AmerenUE will then, for lighting, adjust the average price to accurately reflect lighting's mainly off-peak use. We have proposed to utilize the relationship of on-peak and off-peak commercial or market energy prices to adjust the previously discussed class cost of service allocation of variable production costs to the lighting class.

Lighting maintenance work is charged directly to Lighting, and the embedded General Ledger (GL) amounts are the inputs in our class cost of service study. However, these are mass accounting records and therefore, these costs are not kept in the GL by individual light fixture. As part of the proposed lighting class-cost-of-service study the Company will be evaluating the maintenance expense differential between 5M and 6M service and will use this relationship to allocate the embedded GL maintenance expense to 5M and 6M respectively.

Capital costs are tracked by work orders and construction work accounting to the GL. The local backbone, consisting of post top (depending on if there is one), internal post top wiring, bracket and fixture, is in the GL at actual cost (including capitalized labor) for the year of installation. These are massed accounting records and as such are not individually depreciated or otherwise tracked. Therefore, we price them at current cost and ratio the current cost to the GL record.

14. Does the fact that Ameren was forced to lower all rates except street lighting rates about 10 years ago factor into the proposed study?

AmerenUE response:

No, the study will examine our current revenue requirement and allocate same in an equitable fashion to our respective customer classes.

Difani, Philip B

From: Difani JR, Philip B
Sent: Monday, August 16, 2010 12:43 PM
To: 'St Louis Municipal League'; Warwick, William M
Cc: 'Scheperle, Mike'; 'Meisenheimer, Barb'
Subject: RE: Municipal League Questions on Ameren Cost of Service Study on Street Lighting

Attachments: Muni Lighting.ppt



Muni Lighting.ppt (3 MB)

Attached is a short PowerPoint presentation I thought we might discuss at today's meeting.

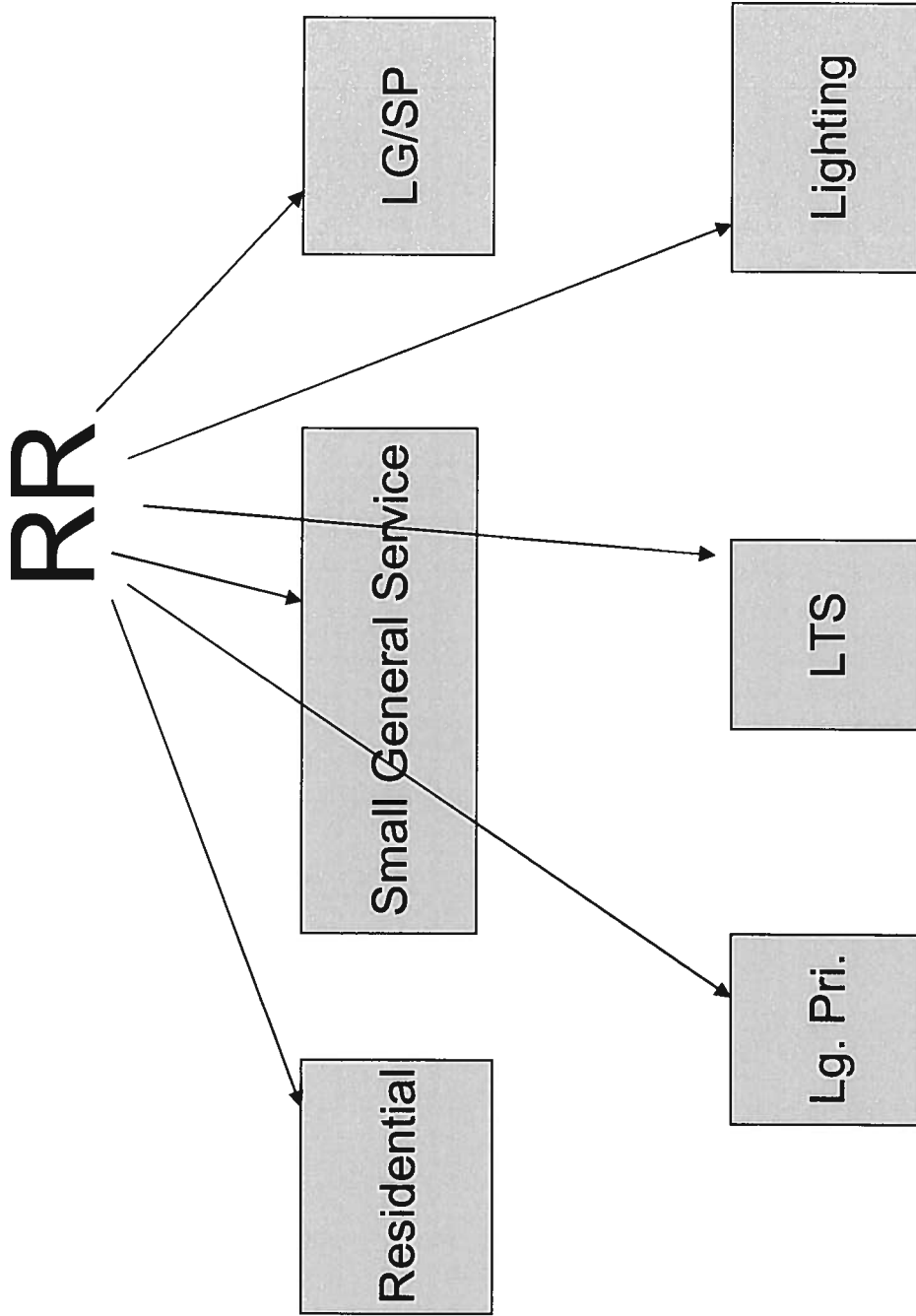
Phil

AMERENUE LIGHTING DISCUSSION

- AmerenUE Regulatory
August 16, 2010

$$RR = RB(ROR) + Exp + Tax + Dep$$

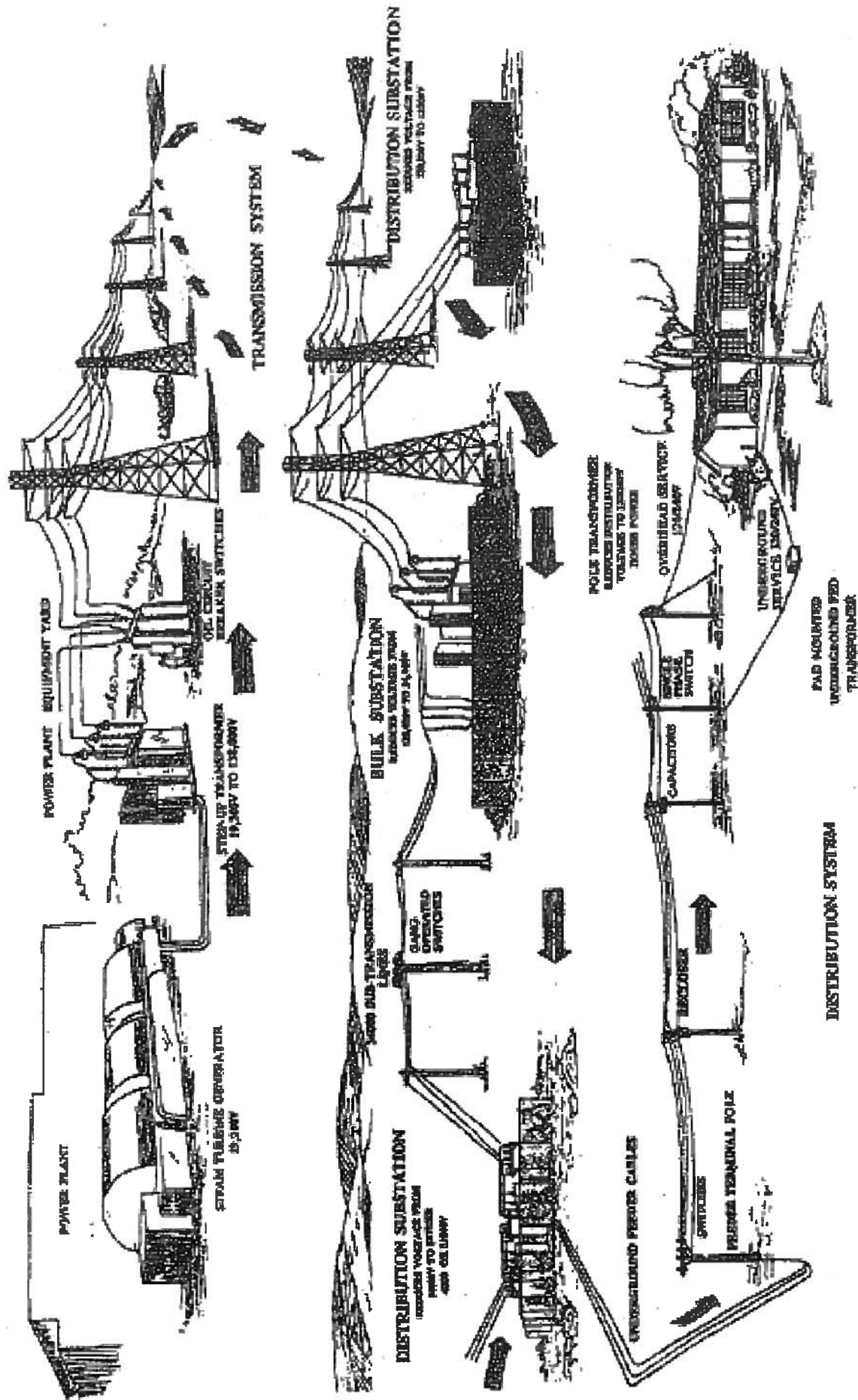
- **RR** is Revenue Requirement (term only – ‘RR’ is not guaranteed)
- **RB** is Rate Base (investment less accumulated depreciation)
- **ROR** is Rate of Return
- **Exp** are Expenses incurred by Company in test year
- **Taxes** based on RR
- **Dep** is depreciation expenses for test year

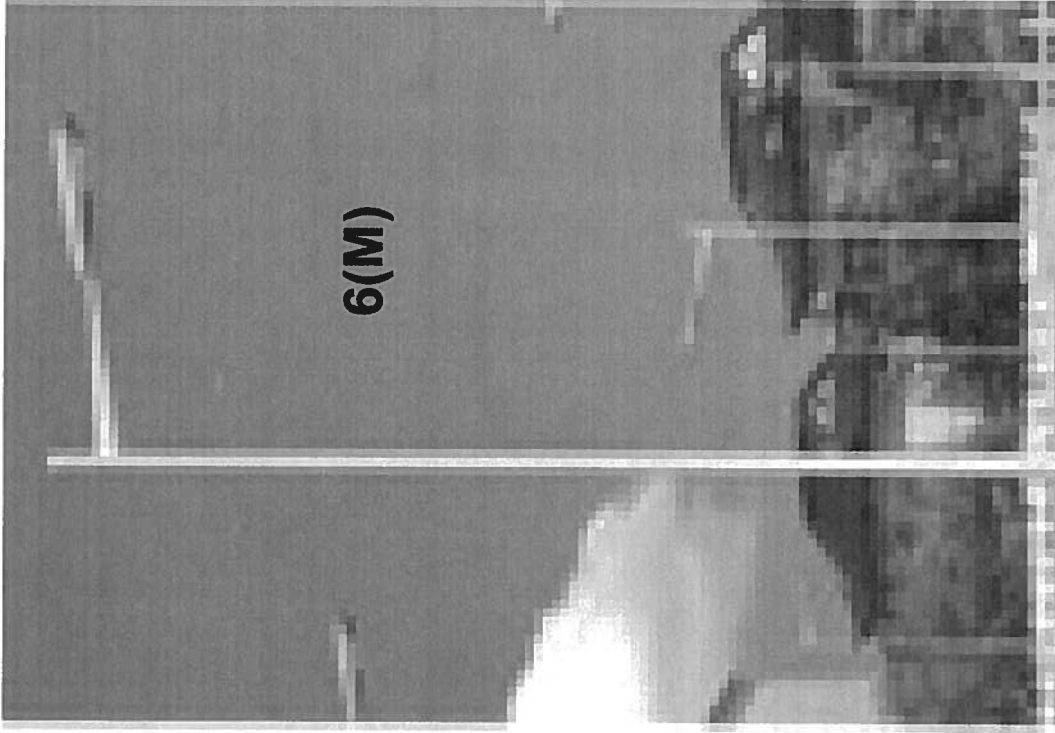
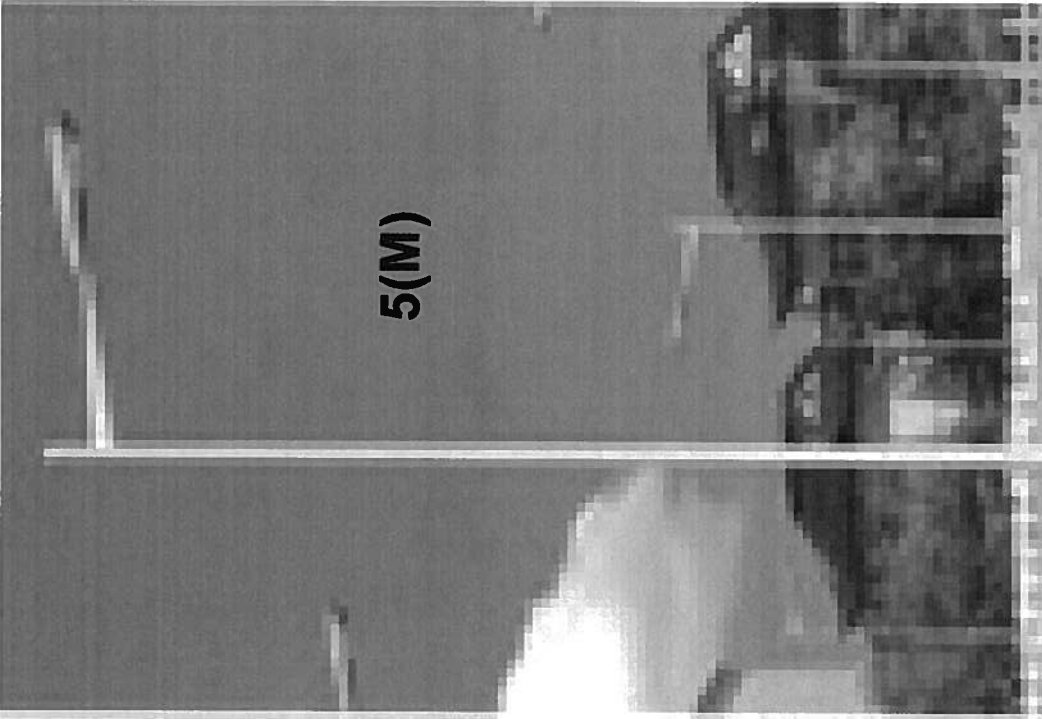


- **1. The Lighting Rate includes investment in Production, Transmission, Distribution, and General Plant (General Office Building, Works Headquarters and such).**
- **2. The Lighting Rate also includes investment in Lighting Fixtures, brackets, Lighting (Post-top) Poles, wire and miscellaneous Lighting supplies.**

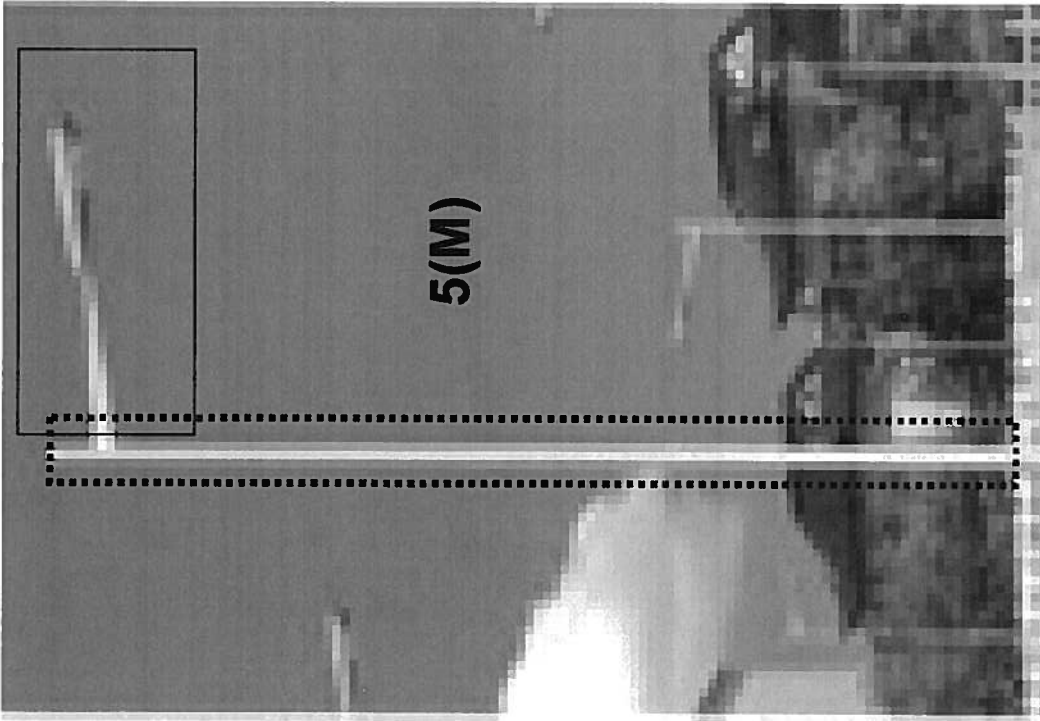
- **3. The total Revenue Requirement for Lighting is identified by the Cost of Service Study, and is then used 'Off-Line' (that is a separate spreadsheet) to organize the investment, and expenses to each Lighting offering of AmerenUE. Such organization is differentiated by individual fixture (and post-top) investment, O&M costs, energy usage, and administrative support for Lighting.**

GENERATING AND POWER DISTRIBUTION SYSTEM

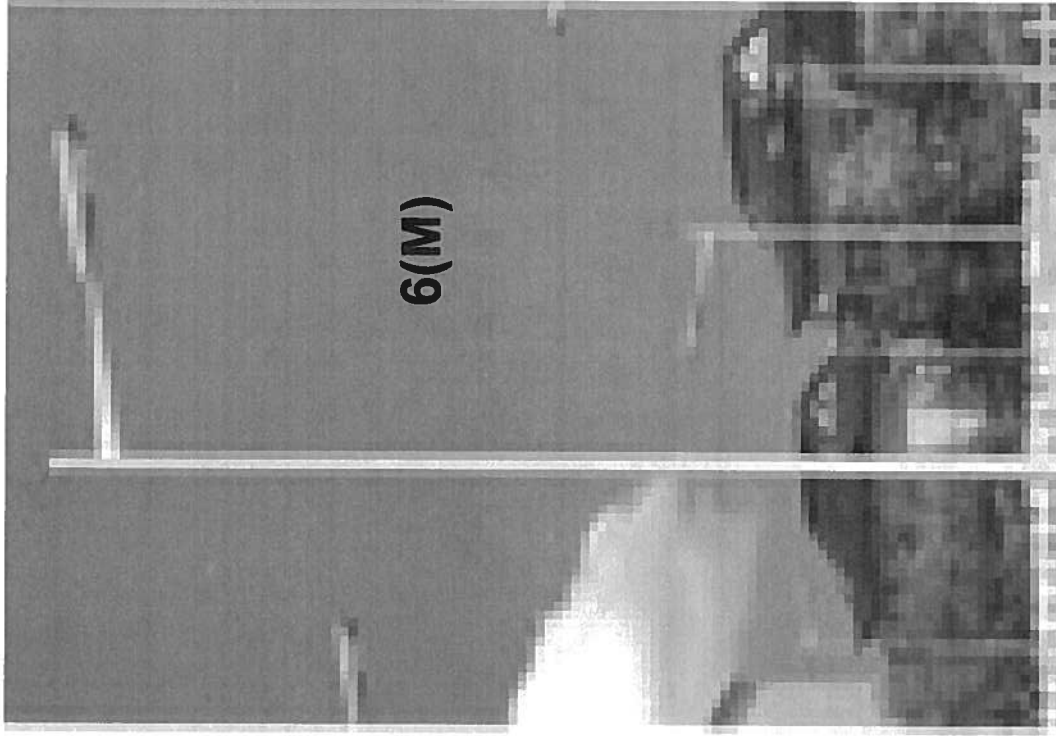




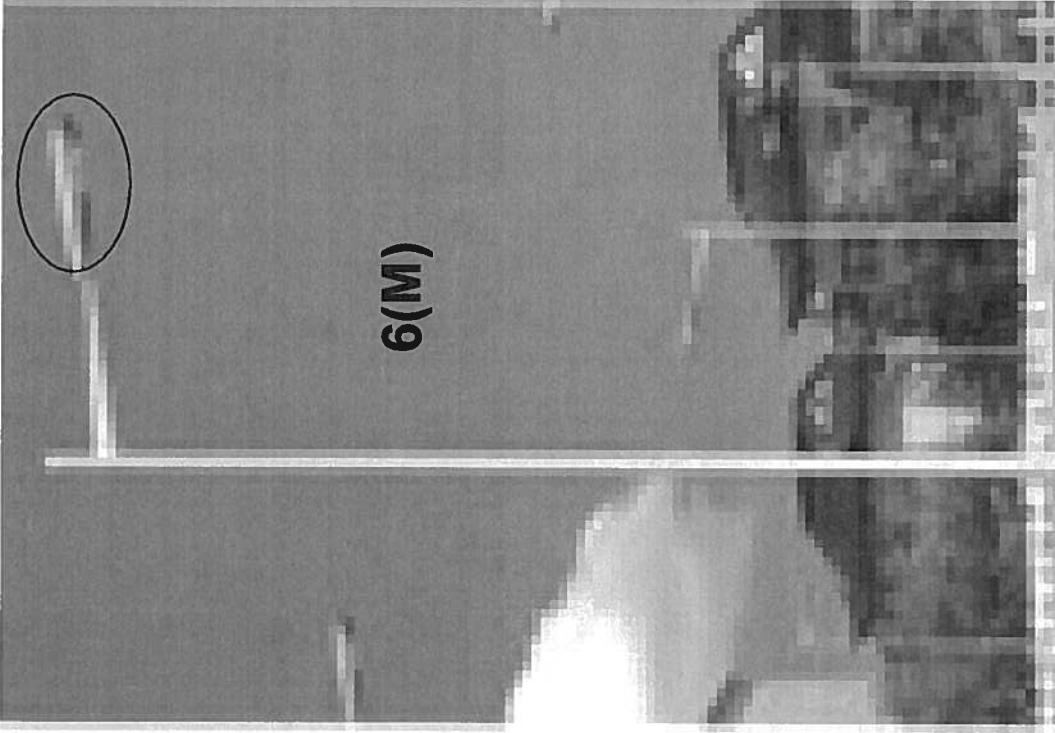
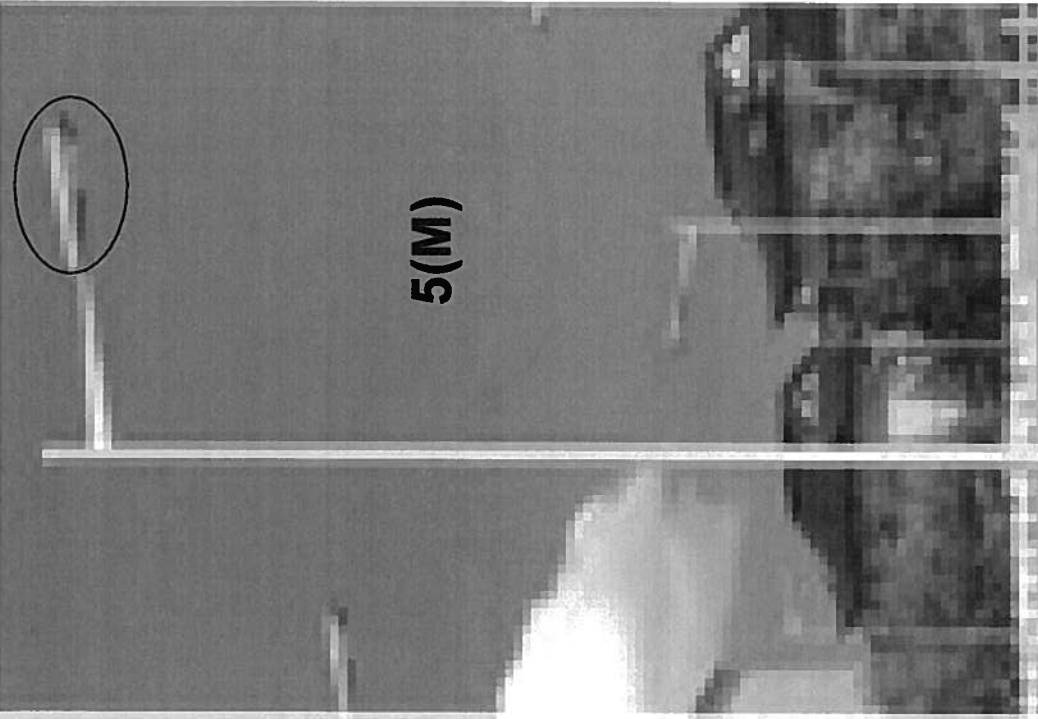
Regardless of Ownership (5M or 6M) Ameren will provide Energy, Transmission and Distribution Services, and Customer Sales and Service.



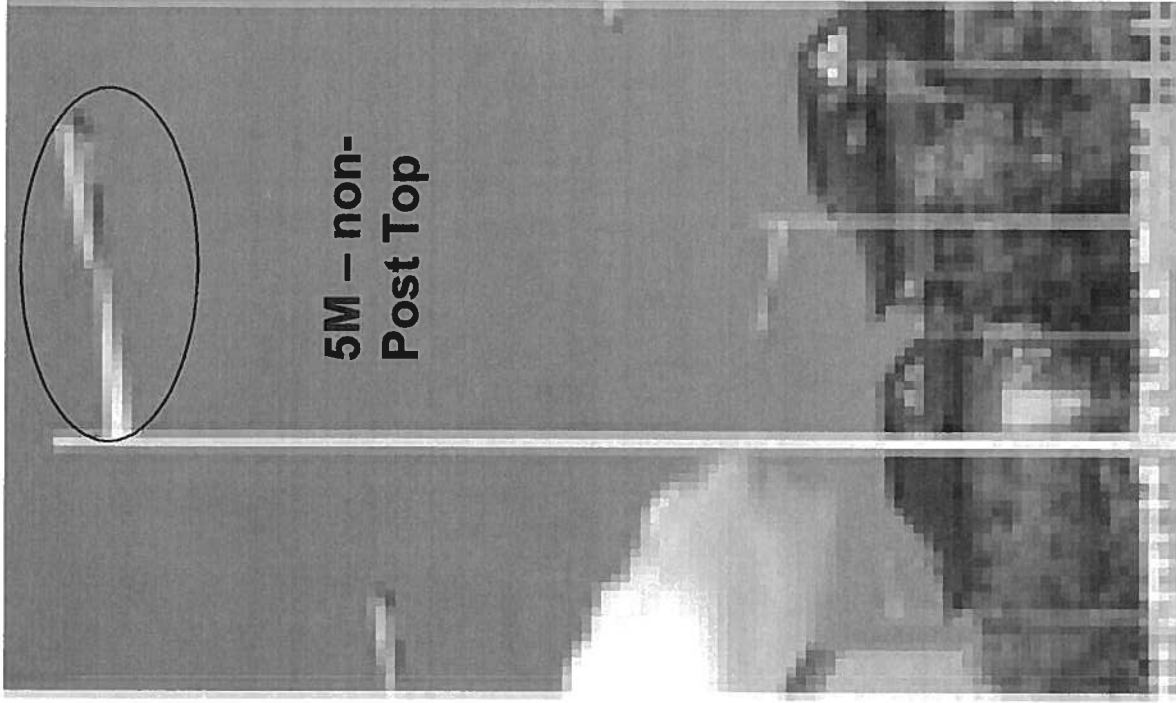
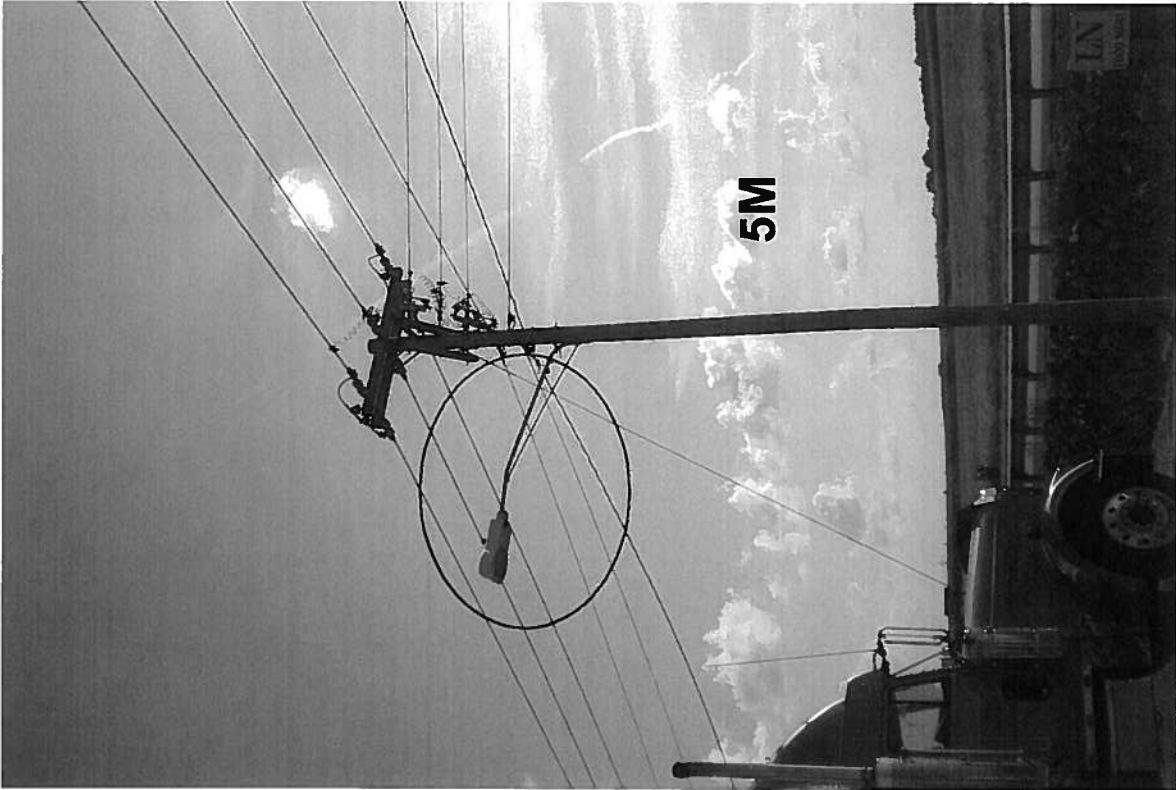
**5M – Company Owned
Light and bracket, and
for Post-Top, the pole
too.**



**6M - All Customer Owned, if
standard light then the rate
includes O&M, if not, it is metered.**



Regardless of Ownership (5M or 6M) AmerenUE will maintain lamp and photocell. If metered 6M – it is all the customer's responsibility.



What is the Difference? None in the monthly rate – but on right, Customer must pay initial installation for the pole and cable to fixture.

	5M	6M
Prod, Trans, Distribution	x	x
LIGHTING Equipment	x	
ENERGY	x	x
O&M	x	x
METERING		x

Data Information Request

From Union Electric Company d/b/a Ameren Missouri

MPSC Case No. ER-2011-0028

Requested From: Missouri Public Service Commission Staff

Requested By: James B. Lowery

Date of Request: March 2, 2011

Information Requested:

1. Regarding the Street lighting cost of service study:
 - A. Do you believe Ameren Missouri complied with the terms of the First Nonunanimous Stipulation and Agreement, specifically paragraph 13a, from the previous case? (ER-2010-0036)
 - B. Did Ameren Missouri send out a proposed study methodology for comments?
 - C. Did Ameren Missouri hold a discussion where comments on the proposed methodology were solicited?
 - D. Did you or anyone else to your knowledge suggest alternatives or modifications?
 - E. Did you generally agree with the proposed methodology?
 - F. Was a second meeting held to respond to questions brought up by the Municipal Group?
 - G. Did Ameren Missouri share all work papers and underlying data for its study?
 - H. To the best of your recollection, please identify attendees in these meetings (either in actual attendance or via the phone).

Response:

- A. Ameren Missouri met its commitment to Staff based on First Nonunanimous Stipulation and agreement for paragraph 13a.**
- B. Yes, Staff received Ameren Missouri's proposed methodology for comments.**
- C. Yes, from Staff's perspective, Ameren Missouri held a discussion where comments on the proposed methodology were solicited.**
- D. Staff did not suggest an alternative or modification to proposed methodology.**

- E. Staff would generally agree with class cost-of-service methodology proposed by Ameren Missouri detailing a separate class for lighting in its CCOS study. Parties may differ on allocation methods but Staff agrees that Lighting be detailed as a separate class of customer.**
- F. According to Staff notes, a second meeting was held where Ameren Missouri addressed certain concerns expressed by the Municipal Group.**
- G. Staff received work papers for lighting in this case.**
- H. According to Staff notes, Mike Scheperle and Seoungjoun Won from Staff participated in the July 8, 2010 kickoff meeting via conference call. Also, Manisha Lakhanpal, Seoungjoun Won, Lena Mantle, Hojong Kang and Mike Scheperle from Staff participated in the August 16, 2010 meeting via conference call.**

Response Provided by: Michael S. Scheperle Date: March 14, 2011

**Union Electric Company d/b/a Ameren Missouri
Case No. ER-2011-0028**

Office of the Public Counsel Response to Data Request

Requested From: Office of Public Counsel

Requested By: James B. Lowery

Date Requested: March 2, 2011

Information Requested:

1. Regarding the street lighting cost of service study:

A. Do you believe Ameren Missouri complied with the terms of the First Nonunanimous Stipulation and Agreement, specifically paragraph 13a, from the previous case? (ER-2010-0036)

Ameren Missouri complied with the commitments made to Public Counsel in paragraph 13a of the First Nonunanimous Stipulation and Agreement in Case No. ER-2010-0036.

B. Did Ameren Missouri send out a proposed study methodology for comments?

Yes.

C. Did Ameren Missouri hold a discussion where comments on the proposed methodology were solicited?

Yes.

D. Did you or anyone else to your knowledge suggest alternatives or modifications?

Public Counsel did not propose alternatives or modifications. Public Counsel does not know if other parties proposed alternatives or modifications.

E. Did you generally agree with the proposed study methodology?

Yes.

F. Was a second meeting held to respond to questions brought up by the Municipal Group?

Yes.

G. Did Ameren Missouri share all work papers and underlying data for its study?

In Case No. ER-2011-0028, Ameren Missouri witnesses William Warwick and James Difani provided work papers and data supporting the street lighting cost study.

H. To the best of your recollection, please identify attendees in these meetings (either in actual attendance or via the phone).

The participants included representatives from Ameren Missouri, the PSC Staff, Public Counsel and the Municipal Group.

Response Provided By: Barbara A. Meisenheimer

Date: 3/8/2011

Data Information Request
From Union Electric Company d/b/a Ameren Missouri
MPSC Case No. ER-2011-0028

Requested From: The Municipal Group

Requested By: James B. Lowery

Date of Request: February 25, 2011

Information Requested:

From the Municipal group's perspective, please explain what items of costs are perceived to be included in the Company's "Pole installation Charges."

Response:

Ms. Eastman's reference to "pole installation charges" are those defined in the 5M tariff and are referenced in the CCOS in the amount of \$2,850,159 per Mr. Difani. The Municipal Group does not contend that "pole installation charges" are "costs" but charges that have been paid by Lighting Class customers for pole installed prior to September 1988. The Municipal Group does not believe that any "costs" remain, but that such amount are simply revenues received by Ameren.

Response Provided By: PETREE EASTMAN

Date: 3-15-2011

	A	B	C	BA	BB	BC	BD
2	Description	Type	Lumens	Increase	New Rate	New RR	
4	Horizontal - enclosed on existing wood pole	HPS	9500	261,634	10.500	\$ 1,439,874	1.222
5	Horizontal - enclosed on existing wood pole	HPS	25500	400,964	15.170	\$ 2,206,754	1.222
6	Horizontal - enclosed on existing wood pole	HPS	50000	172,654	27.030	\$ 949,888	1.222
7	Horizontal - enclosed on existing wood pole	MV	6800	304,529	10.500	\$ 1,675,942	1.222
8	Horizontal - enclosed on existing wood pole	MV	20000	173,937	15.170	\$ 957,281	1.222
9	Horizontal - enclosed on existing wood pole	MV	54000	4,291	27.030	\$ 23,609	1.222
10	Horizontal - enclosed on existing wood pole	MV	108000	112	54.090	\$ 614	1.222
11						\$ -	
12	Open bottom on existing wood pole	HPS	5800	70	8.490	\$ 385	1.222
13	Open bottom on existing wood pole	HPS	9500	1,020,360	9.290	\$ 5,615,519	1.222
14	Open bottom on existing wood pole	MV	3300	76,240	8.490	\$ 419,315	1.222
15	Open bottom on existing wood pole	MV	6800	412,142	9.290	\$ 2,268,211	1.222
16						\$ -	
17	Post top including 17 foot post	HPS	9500	1,533,488	19.440	\$ 8,436,078	1.222
18	Post top including 17 foot post	MV	3300	8,829	18.380	\$ 48,579	1.222
19	Post top including 17 foot post	MV	6800	480,257	19.440	\$ 2,642,008	1.222
20						\$ -	
21	Directional	HPS	25500	136,664	19.250	\$ 752,036	1.222
22	Directional	HPS	50000	235,916	30.440	\$ 1,297,961	1.222
23	Directional	MH	34000	190,155	19.250	\$ 1,046,387	1.222
24	Directional	MH	100000	121,580	60.860	\$ 668,961	1.222
25	Directional	MV	20000	14,881	19.250	\$ 81,885	1.222
26	Directional	MV	54000	1,883	30.440	\$ 10,359	1.222
27						\$ -	
28	Prior to April 9, 1986					\$ -	
29	11,000 Lumens, Mercury Vapor, Post-Top		11000	361	19.440	\$ 1,985	1.222
30	11,000 Lumens, Mercury Vapor, Open Bottom		11000	5,208	9.290	\$ 28,664	1.222
31	11,000 Lumens, Mercury Vapor, Horizontal Enclosed		11000	12,228	10.500	\$ 67,295	1.222
32	42,000 Lumens, Mercury Vapor, Horizontal Enclosed		42000	-	27.075	\$ -	1.224
33	5,800 Lumens, H.P. Sodium, Open Bottom		5800	-	8.507	\$ -	1.224
34	16,000 Lumens, H.P. Sodium, Horizontal Enclosed		16000	-	10.514	\$ -	1.224
35	34,200 Lumens, H.P. Sodium, Directional (2)		34200	317	19.250	\$ 1,747	1.222
36	140,000 Lumens, H.P. Sodium, Directional		140000	3,011	60.860	\$ 16,569	1.222
37	20,000 Lumens, Metal Halide, Directional		20000	-	19.278	\$ -	1.224
38						\$ -	
39	2500 INC Wood			28	13.580	\$ 154	1.222
40	6000 INC Wood			143	17.390	\$ 789	1.222
41				<u>\$ 5,571,884</u>		<u>\$ 30,658,847</u>	

	A	B	C	BA	BB	BC	BD
2	Description	Type	Lumens	Increase	New Rate	New RR	
53	Metered service (cust charge per meter)			11,755	\$ 6.20	\$ 99,194	1.199
54	Energy charge (per kWh)			304,904	\$ 0.04190	\$ 2,575,711	1.201
55				-			
56	Customer charge per account			6,668	\$ 6.20	\$ 56,263	1.199
57				-			
58	Energy & Maintenance	HPS	9500	46,018	\$ 3.33	\$ 387,860	1.198
59	Energy & Maintenance	HPS	25500	5,345	\$ 5.81	\$ 45,145	1.200
60	Energy & Maintenance	HPS	50000	596	\$ 8.38	\$ 5,038	1.201
61	Energy & Maintenance	MH	5500	26	\$ 4.82	\$ 219	1.199
62	Energy & Maintenance	MH	12900	302	\$ 5.77	\$ 2,553	1.200
63	Energy & Maintenance	MV	3300	4	\$ 3.34	\$ 38	1.201
64	Energy & Maintenance	MV	6800	53,416	\$ 4.33	\$ 449,569	1.196
65	Energy & Maintenance	MV	11000	-	\$ 5.87	\$ -	1.200
66	Energy & Maintenance	MV	20000	1,235	\$ 7.79	\$ 10,427	1.200
67	Energy & Maintenance	MV	54000	469	\$ 16.63	\$ 3,961	1.200
68				-			
69	Energy Only	HPS	9500	346	\$ 1.62	\$ 2,922	1.200
70	Energy Only	HPS	16000	15	\$ 2.75	\$ 125	1.201
71	Energy Only	HPS	25500	1,224	\$ 4.14	\$ 10,332	1.200
72	Energy Only	HPS	50000	244	\$ 6.49	\$ 2,061	1.200
73	Energy Only	MV	3300	198	\$ 1.72	\$ 1,678	1.203
74	Energy Only	MV	6800	800	\$ 2.78	\$ 6,748	1.198
75	Energy Only	MV	11000	-	\$ 3.96	\$ -	1.200
76	Energy Only	MV	20000	1,209	\$ 6.12	\$ 10,205	1.200
77	Energy Only	MV	42000	-	\$ 10.19	\$ -	1.200
78	Energy Only	MV	54000	411	\$ 14.56	\$ 3,468	1.200
79	5_6M						
80	Customer Charge			715	\$ 6.20	\$ 6,037	1.199
81	Metered kWh			21,172	\$ 0.041900	\$ 178,850	1.201
82				\$ 457,073		\$ 3,858,404	
83	7M RATE						
84	Description	Type	Lumens				
85	Incandescent and wood pole	INC	1000		3.890	\$ 265	1.108
86	Incandescent and wood pole	INC	2500		5.920	\$ 134	1.109
87	Incandescent and wood pole	INC	4000		8.070	\$ 732	1.109
88	Incandescent and wood pole	INC	6000		10.730	\$ 852	1.108
89	Incandescent and wood pole	INC	10000		14.680	\$ 333	1.108
90					-	\$ -	
91	Ornamental poles (opposed to wood) cost per light is				6.380	\$ -	1.108
92					-	\$ -	
93	Incandescent and ornamental pole	INC	1000		10.270	\$ -	1.108
94	Incandescent and ornamental pole	INC	2500		12.300	\$ 1,116	1.108
95	Incandescent and ornamental pole	INC	4000		14.450	\$ 2,787	1.108
96	Incandescent and ornamental pole	INC	6000		17.110	\$ -	1.108
97	Incandescent and ornamental pole	INC	10000		21.060	\$ -	1.108
98					-	\$ -	
99			Total		-	\$ -	
100					-	\$ -	
101					-	\$ -	
102	Metered Incandescent lights				13.340	\$ 605	1.108
103	Energy charge (per kWh)				0.03890	\$ 1,515	1.108
104						\$ 8,339	

Data Information Request
From Union Electric Company d/b/a Ameren Missouri
MPSC Case No. ER-2011-0028

Requested From: The Municipal Group

Requested By: James B. Lowery

Date of Request: February 25, 2011

Information Requested:

At page 13 of Ms. Eastman's testimony, it states that there are clarifying questions pending. Please provide correspondence documenting when these questions were submitted to the Company.

Response:

No additional questions have been forwarded to Ameren at this juncture.

Response Provided By: PETREE EASTMAN

Date: 3-15-2011



U303



Schedule PBD-ER9



Schedule PBD-ER9

U303
U388
U1382

62

02060630



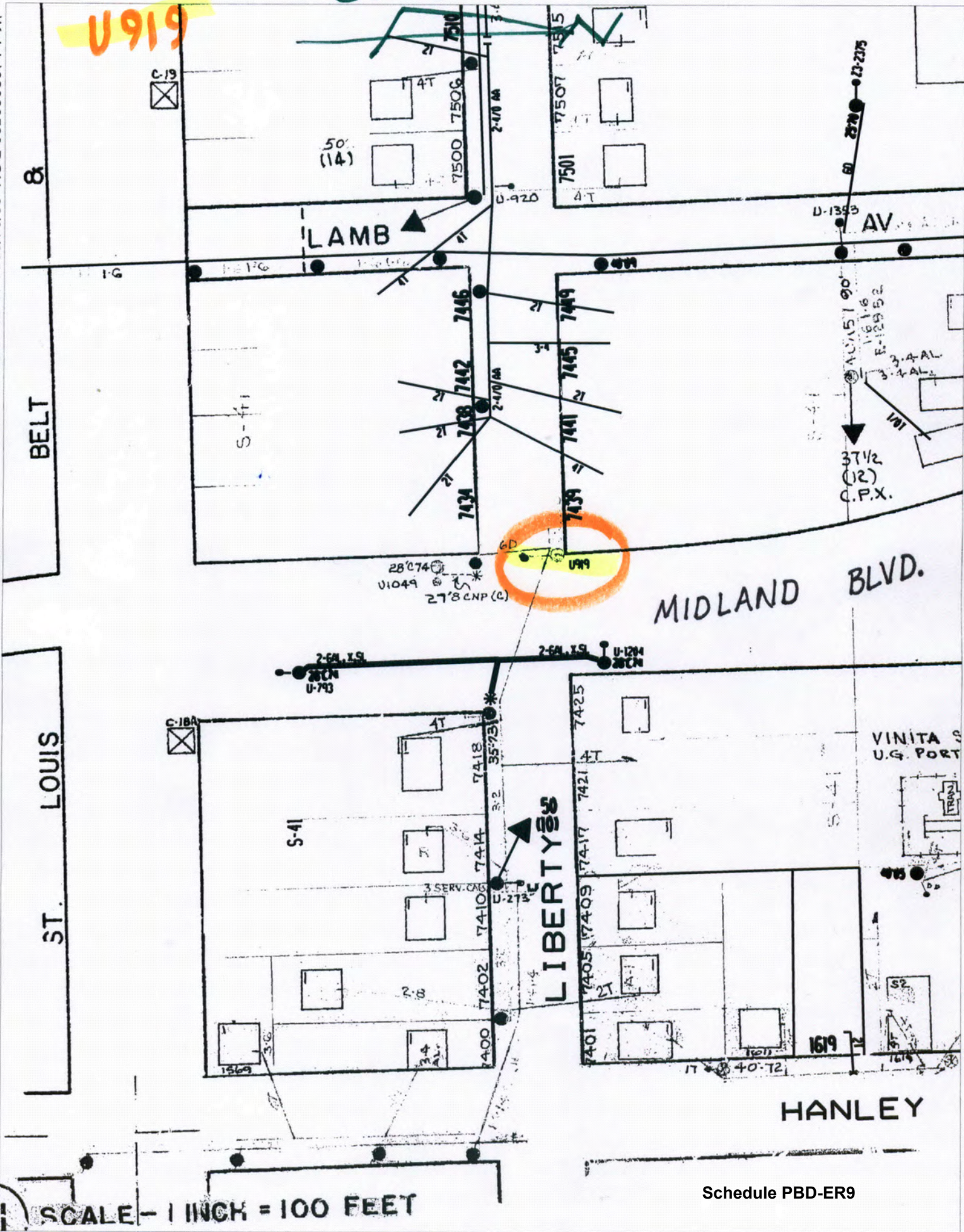
0919



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U919

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SCALE - 1 INCH = 100 FEET

Schedule PBD-ER9



U929



0930



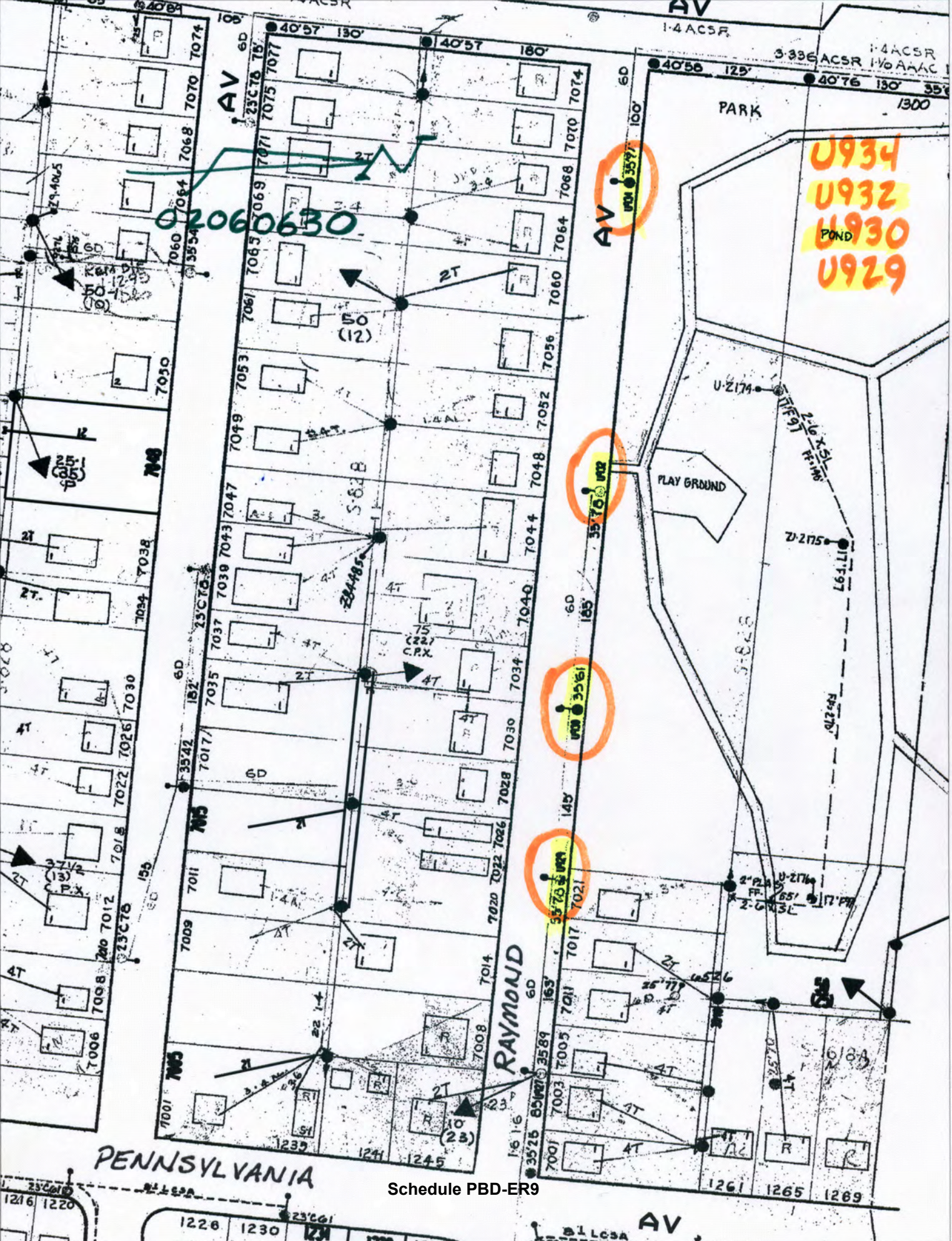
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0934

Schedule PBD-ER9

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U934
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PENNSYLVANIA

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Schedule PBD-ER9

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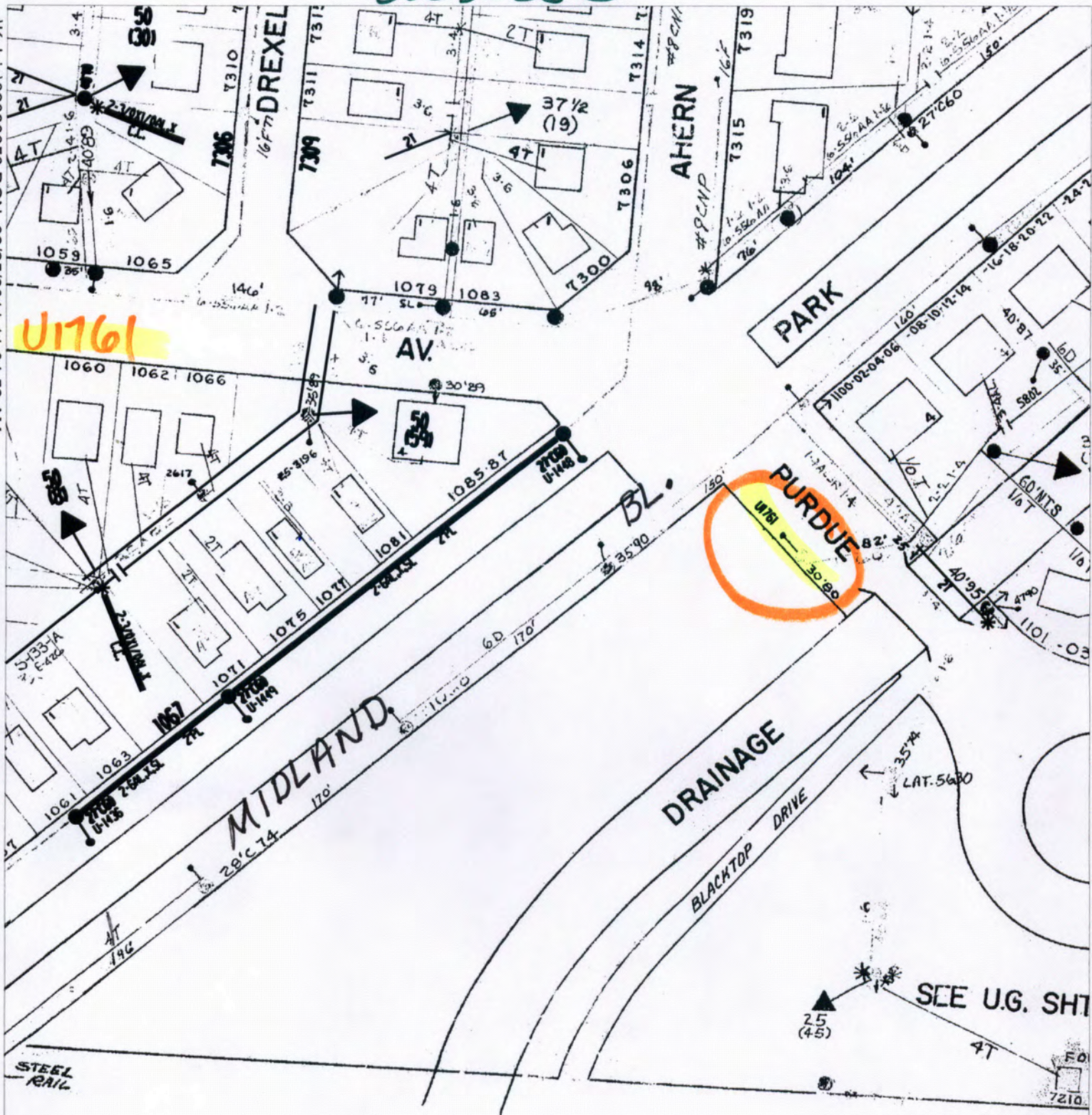


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Schedule PBD-ER9

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4

100 FEET

Schedule PBD-ER9



U3722

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GREENSHIRE COURT

U3722

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