

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE UNION ELECTRIC)
COMPANY, d/b/a AMEREN MISSOURI'S)
TARIFFS TO INCREASE ITS REVENUES)
FOR ELECTRIC SERVICE) File No: ER-2014-0258
)

**STATEMENT OF POSITIONS OF INTERVENORS CITY OF O'FALLON
AND CITY OF BALLWIN, MISSOURI**

COMES NOW the City of O'Fallon, Missouri, and City of Ballwin, Missouri (collectively "Cities"), and for their Position Statement pertaining to Street Lighting, state as follows:

23. Street Lighting:

- 1. Does the Commission have the authority to determine that Paragraph 7, the paragraph entitled "Termination," (Sheet 48.5) of Ameren's 5(M) Company-owned Street Lighting Tariff is unjust and unreasonable?**

Yes. The Commission has such authority under Section 393.140(5) RSMo, which provides in pertinent part: "Whenever the commission shall be of the opinion, after a hearing had upon its own motion or upon complaint, that . . . the acts or regulations of any such persons or corporations are unjust, unreasonable, unjustly discriminatory or unduly preferential or in any wise in violation of any provision of law, the commission shall determine and prescribe . . . the just and reasonable acts and regulations to be done and observed . . ."

2. **Is Paragraph 7 (Sheet 58.5) of Ameren’s 5(M) Company-owned Street Lighting Tariff, together with Ameren’s refusal to negotiate the sale of discontinued Street Lights to the Cities, unjust and unreasonable?**

Yes. If a City wanted to terminate its 5(M) Company-owned Street Lighting service and switch to Ameren’s 6(M) Customer-owned Street Lighting Service, it would be required to pay Ameren the \$100 termination fee, and Ameren would then be required to incur the costs of removing and disposing of its Street Lighting facilities; in addition, the Cities would be required to purchase and install its own new Street Lighting facilities. Ameren’s “Termination” Tariff is unreasonable because it does not allow the City the option of simply purchasing at fair market value the Street Lighting facilities upon such termination. The option to purchase such Street Lights, *in situ*, would save Ameren the cost of removing and disposing of such Street Lights and it would save the City the cost of purchasing and installing new Street Lights. Accordingly, Ameren’s 5(M) “Termination” paragraph, together with Ameren’s refusal to negotiate for the sale to the City of such discontinued Street Lights, is uneconomic, unreasonable and unjust.

3. **Does the Commission have the authority to require Ameren to change the “Termination” paragraph of its 5(M) Tariff to allow a city the right to purchase at fair market value discontinued or “terminated” Street Lights?**

Yes, if the Commission finds that Ameren’s Termination paragraph of its 5(M) Tariff is unjust or unreasonable, the Commission has such authority under

Section 393.140(5) RSMo to “determine and prescribe . . . the just and reasonable acts and regulations to be done. . . .”

24. LED Street Lighting:

The Cities believe that Ameren should be required to continue to study the cost-effectiveness of the replacement of company-owned street lights with LED lights.

All other Issues:

The Cities reserve the right to take a position on all remaining issues at a subsequent point.

Respectfully submitted,

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.

/s/ Leland B. Curtis

Leland B. Curtis, #20550

Carl J. Lumley, #32869

Edward J. Sluys, #60471

130 S. Bemiston, Suite 200

St. Louis, Missouri 63105

(314) 725-8788

(314) 725-8789 (FAX)

Email: lcurtis@lawfirmemail.com

clumley@lawfirmemail.com

esluys@lawfirmemail.com

Attorneys for the City of O'Fallon and City of Ballwin

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing document has been emailed on the 20th day of February, 2015 to all persons on the Commission's service list in this case.

/s/ Leland B. Curtis