BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of	)	
Union Electric Company for Authority	)	
To Continue the Transfer of	)	Case No. EO-2011-0128
Functional Control of Its Transmission	)	
System to the Midwest Independent	)	
Transmission System Operator, Inc.	)	

POSITION STATEMENT OF
MISSOURI INDUSTRIAL ENERGY CONSUMERS

Comes now the Missouri Industrial Energy Consumers ("MIEC") and provides its Position Statement. The MIEC's positions are set forth in order of the issues listed in the *Second Revised List of Issues and Order of Cross-Examination and First Revised Witness List and Order of Opening Statements*, as follows:

1. *Is an extension of the term of the Commission's permission for Ameren Missouri to transfer functional control of Ameren Missouri's transmission system to the Midwest ISO, on the terms and conditions set out in the Non-unanimous Stipulation and Agreement filed in this docket on November 17, 2011, not detrimental to the public interest?*

Answer: The MIEC's position supports the Non-Unanimous Stipulation and Agreement filed in this docket on November 17, 2011.

2. *What constitutes proving "not detrimental to the public interest" in File No. EO-2011-0128?*

   (a) What "public" is the appropriate public?
   (b) What "interest" is the appropriate interest?
   (c) How is "not detrimental" measured?

Answer: The MIEC believes the Commission should refer to the cases cited by the Staff in Staff's Position Statement on this issue. These cases include Re Aquila, Inc. for Authority to Transfer Operational Control of Certain Transmission Assets to the Midwest Independent Transmission System Operator, Inc., Case No. EO-2008-0046, Report and Order (October 9, 2008); State ex rel. Intercon Gas, Inc. v. Public Serv. Comm'n, 848 S.W.2d 593 (Mo.App. W.D.

1993); State ex rel. AG Processing, Inc. v. Public Serv. Comm'n, 120 S.W.3d 732 (Mo.banc 2003); Re UtiliCorp United, Inc. and The Empire District Electric Co. for Authority to Merge, Case No. EM-2000-369, Report and Order, 9 Mo.P.S.C.3d 512, 531-32, 537-39 (2000); Re Union Electric Co. for Order Authorizing Certain Merger Transactions, Case No. EM-96-149, 2 Report and Order, 6 Mo.P.S.C.3d 28, 40-41 (1997); Sections 386.610 and 393.130.1 RSMo. 2000.

3. *May the Commission impose the conditions on such a transfer that are reflected at page 12, lines 22 - 28 of the Rebuttal Testimony of Ryan Kind? If so, should the Commission do so?*

Answer: The MIEC supports the Non-Unanimous Stipulation and Agreement filed in this docket on November 17, 2011.

4. *May the Commission impose the conditions on such a transfer that are reflected at page 17, lines 1- 3 of the Rebuttal Testimony of Ryan Kind? If so, should the Commission do so?*

Answer: The MIEC supports the Non-Unanimous Stipulation and Agreement filed in this docket on November 17, 2011.

5. *Can the Commission condition Ameren Missouri's participation in MISO on the application of the existing terms and conditions applied to Ameren Missouri transmission assets (e.g., Section 5.3 of the Service Agreement and paragraphs (b) through (h) at pages 9-14 of the Ameren Missouri Verified Application in File No. EO-2011-0128) to any affiliate to which Ameren Missouri seeks to transfer transmission assets? If so, should the Commission do so as recommended at page 22, lines 3-27 of the Rebuttal Testimony of Adam C. McKinnie?*

Answer: The MIEC supports the Non-Unanimous Stipulation and Agreement filed in this docket on November 17, 2011.

6. *If the Commission agrees that such extension of the term for Ameren Missouri to transfer functional control of Ameren Missouri's transmission system to the Midwest ISO should be granted on the terms outlined at page 19, line 19 to page 21, line 2 of Ajay Arora's Surrebuttal Testimony, should the conditions as proposed by Marlin Vrbas in his Rebuttal Testimony, pp. 13-16, be required of Ameren Missouri before any continued transfer of authority is granted? What continuing opportunities and*

mechanisms for re-examining Ameren Missouri's participation in MISO, if any, should be granted to the parties in this case?

Answer: The MIEC supports the Non-Unanimous Stipulation and Agreement filed in this docket on November 17, 2011.

The MIEC reserves the right to assert additional positions or respond to positions asserted by the other parties.

Respectfully submitted,

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Certificate of Service

I hereby certify that copies of the foregoing have been transmitted by electronic mail to all parties this 27th day of January 2012.

/s/ Diana Vuylsteke