

**IBEW
EXHIBIT 5.11**

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

CENTRAL ILLINOIS LIGHT COMPANY)	
d/b/a AmerenCILCO,)	
)	
Proposed general increase in rates for)	Docket No. 06-0070
delivery service.)	
)	
CENTRAL ILLINOIS PUBLIC SERVICE)	
COMPANY d/b/a AmerenCIPS,)	
)	
Proposed general increase in rates for)	Docket No. 06-0071
delivery service.)	
)	
ILLINOIS POWER COMPANY d/b/a)	
AmerenIP,)	
)	
Proposed general increase in rates for)	Docket No. 06-0072
delivery service.)	

**RESPONSE OF CELLNET TECHNOLOGIES, INC.
TO DEPOSITION ON WRITTEN QUESTIONS
DIRECT QUESTIONS PROPOUNDED BY THE IBEW**

Cellnet Technologies, Inc. ("Cellnet") hereby submits its response to the Deposition on Written Questions propounded by the Ameren Companies ("Ameren"). Except as specifically stated herein, Cellnet reserves all objections to the Deposition questions until the use of Cellnet's testimony at a hearing before the Commission or otherwise.

ANSWERS

IBEW Question 1.01. Please state your name.

Answer: Clark Korbish

IBEW Question 1.02. Please state the name of your Company on whose behalf you are testifying.

Answer: Cellnet Technology, Inc.

IBEW Question 1.03. Please state your business address and job title with the Company.

Answer: My business address is:

30000 Mill Creek Avenue
Suite 100
Alpharetta, GA 30022

My title is Vice President Customer Operations

IBEW Question 1.03A: If you are employed by someone other than the Company, please state the name of your employer, your job title with that employer, and explain the basis upon which you have been designated to answer these questions on behalf of the Company.

Answer: N/A

IBEW Question 1.04. Is Cellnet Technology, Inc. licensed with the Illinois Secretary of State to do business in the State of Illinois? If the answer is "No," then will Cellnet Technology, Inc. become licensed with the Illinois Secretary of State to do business in the State of Illinois?

Answer: Cellnet Technology, Inc. has been licensed with the Illinois Secretary of State since 2004, but our license was recently revoked because of a missed administrative filing deadline. We have submitted the information requested by the Secretary of State for reinstatement of our license.

IBEW Question 1.05. Does Cellnet Technology, Inc. possesses either (A) according to a Dun & Bradstreet Business Information Report no more than 30 days old a Composite Credit Appraisal of "3" or lower and a PAYDEX score of "70" or higher, or (B) according to an Experian Small Business Intelliscore report no more than 30 days old an Intelliscore of "63" or higher?

Answer: Yes, Cellnet has a Composite Credit Appraisal of "3" or lower and a PAYDEX score of "70" or higher.

IBEW Question 1.06A: Does Cellnet Technology, Inc. carry commercial general liability insurance that also includes Bodily Injury and Property Damage coverage of at least \$5 million per occurrence with an annual aggregate limit of not less than \$5 million?

Answer: Yes.

IBEW Question 1.06B: Does Cellnet Technology, Inc. carry commercial general liability insurance that also includes insurance against third-party injury, including death, and third-party property damage, including, without limitation, injury to any customer and the employees and agents of the customer and of Ameren, and damage to the property of the customer and of Ameren, caused by any act or omission of Cellnet Technology, Inc. or its employees, contractors, or other agents, in the conduct of Cellnet Technology, Inc.'s business?

Answer: Yes.

IBEW Question 1.07. Has Cellnet Technology, Inc. executed a contract with Ameren to expand the deployment of the automated meter reading (AMR) system to additional electric and gas meters in Ameren's Illinois service territory?

Answer: Yes.

IBEW Question 1.08. Please produce an unredacted copy of the executed contract, including exhibits and attachments, between Cellnet Technology, Inc. and Ameren whereby Cellnet Technology, Inc. will deploy its automated meter reading (AMR) system in Ameren's Illinois service territory.

Answer: (By Counsel) Cellnet objects to Question 1.08 on the grounds that it seeks information that is neither relevant to the issues in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence relating to the issues in this case. Subject to, and without waiving any objections, Cellnet states that it will produce a redacted version of the Utility Services Agreement (the "Agreement") for Union Electric Company in substantially the same form as previously produced by the Ameren Companies ("Ameren") in response to prior Data Requests in this proceeding. By way of further response, Cellnet states that counsel for the IBEW and counsel for Cellnet have previously agreed that Schedule D of the Agreement, related to pricing, shall remain redacted in the form produced by Ameren. Counsel for IBEW and Cellnet have further agreed that counsel for IBEW will review the other redactions in the Agreement as produced by Ameren and that, prior to the filing of any motion to compel or motion to quash, counsel will discuss any outstanding concerns relating to the redacted material. In order to facilitate this review by counsel for IBEW, Cellnet has produced a chart indicating which portions of the Agreement were redacted in the Agreement as produced by Ameren. Cellnet will produce the Agreement subject to the terms of the Agreement Regarding Protection

of Confidential and Proprietary Material and Information Produced in Dockets 06-0070 and 06-0072.

IBEW Question 1.09. Reserved.

Answer:

IBEW Question 1.10. Does Cellnet Technology, Inc. intend to use Terasen Utility Services to deploy all or part of the automated meter reading (AMR) system that Cellnet Technology, Inc. will deploy in Ameren's Illinois service territory?

Answer: Yes.

IBEW Question 1.11. Please produce an unredacted copy of the executed contract, including exhibits and attachments, between Cellnet Technology, Inc. and Terasen Utility Services whereby Terasen Utility Services will deploy all or parts of Cellnet Technology, Inc.'s automated meter reading (AMR) system in Ameren's Illinois service territory.

Answer: (By counsel) In response to Question 1.11 Cellnet objects to Question 1.11 on the grounds that it seeks information that is neither relevant to the issues in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence relating to the issues in this case. Subject to, and without waiving any objections, Cellnet states that it will produce the Master Services Agreement between Cellnet and Terasen. Cellnet further states that it will produce Work Order No. 2, Ameren Third Expansion Service Area, AMR Installation with certain redactions that have been agreed to by counsel for the IBEW and counsel for Cellnet. Specifically, all pricing numbers in Attachment B will be redacted. Further, the dollar amounts in Sections 5(a) and 5(b) of Attachment C will be redacted. Cellnet will produce the Agreement subject to the terms of the Agreement Regarding Protection of Confidential and Proprietary Material and Information Produced in Dockets 06-0070 and 06-0072.

IBEW Question 1.12. Reserved.

Answer:

IBEW Question 1.13. How many employees will Cellnet Technology, Inc. employ to deploy its automated meter reading (AMR) system in Ameren's Illinois service territory?

Answer: Cellnet's subcontractor Terasen will use IBEW journeyman metermen and journeyman lineman to perform meter-related field work. Cellnet will employ 15 to 20 people that will work directly on this project, but I do not anticipate that Cellnet employs will perform meter-related field work.

IBEW Question 1.14. Will Cellnet Technology, Inc. possess workers' compensation insurance to cover its employees in compliance with the Illinois Workers' Compensation Insurance Act (820 ILCS 305/1 et seq.)?

Answer: Yes.

IBEW Question 1.15. Reserved.

IBEW Question 1.16. Please produce a copy of any metering service training or instructional materials that Ameren has provided to Cellnet Technology, Inc. in order for Cellnet Technology Inc. and its employees to install, operate or maintain the automated meter reading (AMR) system in Ameren's Illinois service territory?

Answer: I am not aware of any of Ameren's metering service training or instructional materials that are in Cellnet's custody or control.

IBEW Question 1.17A: What type of training or instruction will employees of Cellnet Technology, Inc. receive from Ameren before installing, operating or maintaining the automated meter reading (AMR) system in Ameren's Illinois service territory?

Answer: Ameren will not provide any formal training or instruction to Cellnet employees.

IBEW Question 1.17B: How many hours of training or instruction will employees of Cellnet Technology, Inc. receive from Ameren before installing, operating or maintaining the automated meter reading (AMR) system in Ameren's Illinois service territory?

Answer: None.

IBEW Question 1.17C: What type of training or instruction will employees of Cellnet Technology, Inc. receive from it before installing, operating or maintaining the automated meter reading (AMR) system in Ameren's Illinois service territory?

Answer: Cellnet employees will not be performing meter-related field work on this project. Cellnet's employees will receive training as Cellnet deems appropriate for their various functions and as required by Cellnet's contract with Ameren as provided in response to Question 1.08.

IBEW Question 1.17D: How many hours of training or instruction will employees of Cellnet Technology, Inc. receive from it before installing, operating or maintaining the automated meter reading (AMR) system in Ameren's Illinois service territory?

Answer: The number of hours of training received by Cellnet employees will vary depending on the function they perform.

IBEW Question 1.18: Reserved.

IBEW Question 1.19: Please produce a copy of any metering service training or instructional materials that Cellnet Technology, Inc. has provided to Terasen Utility Services in order for Terasen Utility Services and its employees to install, operate or maintain all or parts of the automated meter reading (AMR) system in Ameren's Illinois service territory?

Answer: Any training or instructional materials that Cellnet has provided to Terasen have been incorporated into Terasen's Field Worker Training Materials, which will be provided subject to the terms of the Agreement Regarding Protection of Confidential and Proprietary Material and Information Produced in Dockets 06-0070 and 06-0072.

IBEW Question 1.20A: Reserved.

IBEW Question 1.20B: Reserved.

IBEW Question 1.20C: What type of training or instruction will employees of Terasen Utility Services receive from Cellnet Technology, Inc. before installing, operating or maintaining the automated meter reading (AMR) system in Ameren's Illinois service territory?

Answer: Cellnet will not provide any formal training or instruction to Terasen employees, but each Terasen field worker will be provided with 10 days of training as detailed in the materials provided in response to 1.19.

IBEW Question 1.20D: How many hours of training or instruction will employees of Terasen Utility Services receive from Cellnet Technology, Inc. before installing, operating or maintaining the automated meter reading (AMR) system in Ameren's Illinois service territory?

Answer: Each field worker employed by Terasen will be required to complete 10 days of training as set forth in the materials provided in response to 1.19.

State of District of Columbia)

County of D.C.)

CLARE HARRISON [Witness], being first duly sworn on oath, deposes and states that he/she has prepared and read the foregoing answers to above written questions, produced the documents and materials requested by the above questions, and the answers made and documents and information produced herein are true, correct, and complete to the best of his/her knowledge and belief.



Signature

SUBSCRIBED AND SWORN to before me
this 10th day of June, 2006



Notary Public

My Commission Expires: 10/14/10

CHRISTOPHER SMARINSSO
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires October 14, 2010

