

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION

ORIGINAL

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Central Illinois Public Service Company :
d/b/a AmerenCIPS :

In the matter authorizing Central Illinois Public :
Service Company d/b/a AmerenCIPS to enter :
into a \$135,000,000 revolving credit agreement :
and the issuance of first mortgage bonds as :
security for borrowing thereunder. :

07-0124

CHIEF CLERK'S OFFICE
2009 MAY 11 P 2:43
ILLINOIS
COMMERCE COMMISSION

NINTH REPORT

To the Illinois Commerce Commission,

The undersigned, Central Illinois Public Service Company d/b/a AmerenCIPS (hereinafter the "Company"), in accordance with the requirements of Ordered Paragraph 8 of Order entered by the Illinois Commerce Commission (the "Commission") on March 6, 2007 in the above entitled case, hereby submits its Ninth Report (matters through March 31, 2009) as follows:

Effective March 9, 2007, the Company became authorized to make borrowings and obtain letters of credit for its benefit under a Credit Agreement (the "2007 Credit Agreement") dated February 9, 2007, approved by the Commission in this proceeding. Other borrowers under the 2007 Credit Agreement include the Company's affiliates, Central Illinois Light Company d/b/a AmerenCILCO, Illinois Power Company d/b/a AmerenIP, AmerenEnergy Resources Generating Company and CILCORP Inc. (the "Borrowers"). Each of the Borrowers is a direct or indirect subsidiary of Ameren Corporation. The obligations of the Company and the other borrowers (mentioned above) will be several, not joint. No borrowings shall be made after January 14, 2010 (the "Termination Date") and all amounts due under the 2007 Credit Agreement shall be repaid no later than the Termination Date.

Under the 2007 Credit Agreement, the Company is authorized to borrow and repay from time to time up to \$135,000,000 maximum amount outstanding at any time, provided, however, the available amount will be reduced by the amount of borrowing authority that remains available under the Credit Agreement dated July 14, 2006 (the "2006 Credit Agreement") approved by the Commission on August 30, 2006, in Docket No. 06-0331.

The aggregate amount of borrowing capacity available to the Company under both the 2007 Credit Agreement and the 2006 Credit Agreement is \$135,000,000. In order to use the borrowing capacity under the 2007 Credit Agreement, the Company must surrender at least an equal amount of capacity under the 2006 Credit Agreement. The Company will be able to “shift” its capacity from the 2006 Credit Agreement to the 2007 Credit Agreement (i.e., “refinance” the 2006 Credit Agreement) in increments from time to time through the 2007 Credit Agreement’s termination date of January 14, 2010 (or such earlier date as it has reduced its capacity under the 2006 Credit Agreement to zero).

As security for the Company’s obligations under the 2007 Credit Agreement, on March 9, 2007, the Company authorized the issuance of up to \$135,000,000 of its First Mortgage Bonds (the “2007 Credit Agreement Series”) under its Indenture of Mortgage and Deed of Trust dated October 1, 1941, from the Company to U.S. Bank National Association and Richard Prokosch (successors to Continental Illinois National Bank and Trust Company of Chicago and Edmund B. Stofft), as trustees, as supplemented by the Supplemental Indenture dated as of March 1, 2007, pursuant to the authority of the Commission in this proceeding. The 2007 Credit Agreement Series has payment and interest rate provisions that will match the provisions of the loans under the 2007 Credit Agreement. The final maturity date of the 2007 Credit Agreement Series will be the Termination Date.

The Company will retire First Mortgage Bonds under the 2006 Credit Agreement when it reduces its capacity thereunder and refinance such First Mortgage Bonds with new First Mortgage Bonds under the 2007 Credit Agreement.

The proceeds received by the Company from its borrowings under the 2007 Credit Agreement will be used to temporarily finance construction or improvement of or additions to the Company’s facilities needed to provide safe, adequate and reliable electric or gas utility service, for working capital, to refinance other existing indebtedness and for other corporate purposes.

During the calendar quarter ended March 31, 2009, the Company made no borrowings under the 2007 Credit Agreement.

Expenses incurred in connection with the 2007 Credit Agreement and related transactions, were as follows:

| <u>Description</u> | <u>Expenses for the quarter ended March 31, 2009</u> | <u>Total expenses through March 31, 2009</u> |
|--|--|--|
| JPMorgan Chase Bank, N.A. – upfront and arrangement fees | \$ | \$ 82,582.48 |
| Chicago Title Insurance Company – title fee | | 2,485.00 |
| Cravath, Swaine & Moore LLP – legal fee (lenders' counsel) | | 7,856.48 |
| Company outside counsel – legal fee | | <u>15,118.00</u> |
| Total | <u>\$ 0</u> | <u>\$ 108,041.96</u> |

Dated: May 11, 2009

CENTRAL ILLINOIS PUBLIC SERVICE COMPANY
d/b/a AmerenCIPS

By James A. Tiskos
James A. Tiskos
Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

James A. Tiskos being first duly sworn, on oath deposes and says that he is an Assistant Secretary of Central Illinois Public Service Company, that he has read the foregoing report by him subscribed and that the matters therein stated are true to the best of his knowledge and belief.

James A. Tiskos
James A. Tiskos
Assistant Secretary

Subscribed and sworn to before me this 11th day of May, 2009, A.D.

Cheri I. Crisp

