

FILED<sup>3</sup>

MAY 04 2000

Missouri Public  
Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

In the Matter of Union Electric Company's	)	
Tariff Sheets to Revise Rates for Interruptible	)	Case No. ET-2000-666
Customers of Union Electric Company	)	Tariff File No. 200000913

**MOTION FOR IMMEDIATE STAY, SUSPENSION OF TARIFF AND FOR  
ORAL ARGUMENT**

Holnam Inc., Lone Star Industries Inc. and River Cement Company, ("MEG Interruptibles") hereby move the Commission for a stay of its Order Denying Motion to Suspend Tariff, Denying Motion to Consolidate and Approving Tariff entered herein on April 27, 2000 (the "Order") and received by counsel for the MEG Interruptibles on May 1, 2000, for suspension of the Rider M Curtailment Tariff filed herein by Union Electric Company (UE) and for oral argument. In support of this Motion the MEG Interruptibles state as follows:

1. Concurrently herewith, the MEG Interruptibles are filing their Application for Reconsideration, Rehearing and for Oral Argument in this matter, which raises a number of substantial issues relating to the filing by UE of its proposed Rider M curtailment tariff (the "Tariff"), a copy of which is attached. The failure of the Commission to grant this Motion for Immediate Stay will deny the Commission adequate time to consider the matters raised in such pleading and herein and adversely affect the interruptible customers of UE.

2. The Tariff approved by the Commission in its Order is a new interruptible tariff substantially different in substance and form from any prior tariff and adversely affects

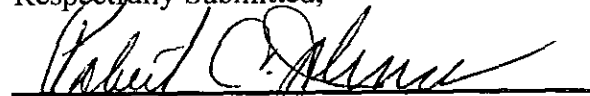
the MEG Interruptibles through a virtually certain substantial increase in the cost of electric energy. The Tariff effectively deregulates interruptible service and places rate determinations and control solely with the utility. An interruptible customer either accepts the utility's rate, as determined by UE in the future, without regulatory scrutiny or resorts to firm service. This proposal of UE is directly contrary to the regulatory scheme established by the Missouri statutes. The Tariff is unsupported by any evidence of any kind and although its revenue effect cannot be determined at this time, it almost certainly will be substantially adverse to the MEG Interruptibles and favorable to a utility already realizing excessive earnings.

3. The utility has completely failed to support this tariff with any evidence of any kind and has not sustained the burden of proof imposed upon this utility by Missouri law with respect to the Tariff. Clearly, the burden of proof here is on the utility and not the customer.

4. The granting of this Motion for Immediate Stay will not adversely impact any party. The summer peaking season typically occurs in July and August and a granting of this Stay, a suspension of the UE tariff and a delay in this proceeding of several months will not adversely affect the utility or any party.

Wherefore the MEG Interruptibles request an immediate stay of the Commission Order herein, a suspension of Tariff filed herein and the opportunity to present evidence and oral argument on the critical issues involved in this matter.

Respectfully Submitted,



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Robert C. Johnson #45755

720 Olive St. Suite 2400

St. Louis, MO 63101

(314) 345-6436

(314) 588-0638 (fax)

### CERTIFICATE OF SERVICE

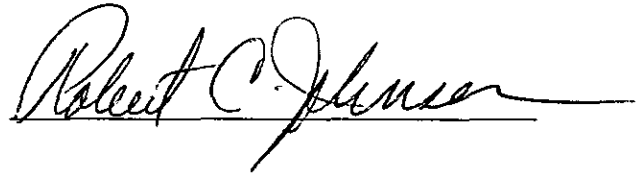
I hereby certify that a true and correct copy of the foregoing has been mailed or hand delivered to the following on this 3<sup>rd</sup> day of May 2000

James Cook  
Union Electric Company  
P.O. Box 149  
St. Louis, MO 63166

John B. Coffman  
Office of Public Counsel  
Truman Building, Room 250  
301 West High Street  
P.O. Box 7800  
Jefferson City, MO 65102

Steven R. Dottheim  
Chief Deputy General Counsel  
Missouri Public Service Commission  
Truman Building  
301 West High Street, 7-N  
P.O. box 360  
Jefferson City, MO 65102

Maurice Brubaker  
Brubaker & Associates Inc.  
1215 Fern Ridge Parkway, Suite 208  
P.O. box 412000  
St. Louis, MO 63141-2000

A handwritten signature in cursive script, reading "Robert C. Jensen", written over a horizontal line.

**EXHIBIT A**

**To**

**MOTION FOR IMMEDIATE STAY, SUSPENSION OF TARIFF AND  
FOR ORAL ARGUMENT**

**Case No. ET-2000-666**

**Tariff No. 200000913**

Ameren Services

Steven R. Sullivan  
Vice President and General Counsel

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1901 Chouteau Avenue  
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RECEIVED  
APR 1 2000

April 5, 2000

VIA FEDERAL EXPRESS



Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
301 West High Street - 7N  
Jefferson City, MO 65101

Dear Mr. Roberts:

The accompanying tariff sheets issued by Union Electric Company d/b/a AmerenUE are transmitted to you for filing as a revision of Schedule No. 5, Schedule of Rates for Electric Service.

<u>FILED</u>	<u>CANCELING</u>
Original Sheet No. 116.3	--
Original Sheet No. 116.4	--
Original Sheet No. 116.5	--
Original Sheet No. 116.6	--

These tariff sheets are issued April 6, 2000, to become effective on and after May 6, 2000.

This new Rider M is being filed to provide the Company's primary service rate customers the opportunity, at their option, to grant Company the right to call for the curtailment of a portion of such customers' electrical usage based upon a number of curtailment options selected by each individual customer and contracted for with Company.

In consideration for such customers' participation in this Option Based Curtailment Rider, company will pay each participating customer a levelized amount each summer billing month (June - September) based upon the following options selected by each individual customer: a) curtailment strike price of either \$100, \$250, \$500, \$750 or \$1,000 per megawatt-hour, b) allowed frequency of curtailments of from one (1) to five

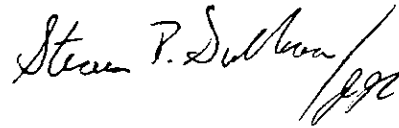
Mr. Dale Hardy Roberts  
Page 2  
April 5, 2000

(5) weekdays per week and c) a curtailment interval duration of either eight (8) or sixteen (16) hours. In addition to this levelized payment based upon each individual customer's selected options, the customer will also receive compensation for all megawatthours curtailed during each curtailment at their selected strike price.

Under the proposed Rider M, the Company will contract each year with each individual participating customer for the summer billing months of June through September. During these and all other months of the year, Rider M customers will also be provided the opportunity to participate in Rider L, the Company's Voluntary Curtailment Rider, when Rider M is not in effect or being activated by the Company.

Kindly acknowledge receipt and filing of this letter by stamping, as filed, a copy of this letter and returning it in the enclosed envelope.

Yours truly,

A handwritten signature in cursive script, appearing to read "Steven P. Sullivan", followed by a large, stylized flourish or initial.

Enclosures

cc: Office of the Public Counsel  
James Watkins (MPSC)

APPLYING TO \_\_\_\_\_

MISSOURI SERVICE AREA

RIDER M  
OPTION BASED CURTAILMENT RIDER

1. PURPOSE

The purpose of this Rider is to provide customers the option to grant Company the right, but not the obligation, to call for curtailment of a certain level of customer's energy consumption, based upon various curtailment options and associated prices offered by Company, selected by customer, and specified by contract between customer and Company.

2. APPLICABILITY

This Rider is applicable to and is to be used in conjunction with the Company's Electric Service Classifications 4(M) - Small Primary Service Rate or 11(M) - Large Primary Service Rate. All of the provisions of such Service Classifications and the Company's General Rules and Regulations shall apply, except as modified by this Rider. Customers may elect to be served under this Rider and the Company's Rider L Voluntary Curtailment Rider. However, Company will specify in its notification of curtailment whether said curtailment is to be treated as Rider M or Rider L. If Customer receives both Rider M and Rider L notification of curtailment for the same day, then only the provisions of this Rider M will apply. Customers may not be served under this Rider and the Company's Rider G - Curtailable Power Project.

The applicability of this Rider is limited to customers receiving service under the above referenced Service Classifications and who agree to curtail their electrical use, upon notice by Company, by a minimum of 1,000 kilowatthours (kWh) per hour at a single premises, under the terms and conditions of this Rider and those specified by contract.

Applicants for this Rider must provide the Company with an acceptable action plan for complying with the provisions of the Rider.

3. OPTION PREMIUM PAYMENT

The Option Premiums offered by Company, for payment to customer under the provisions of this Rider, will be based upon projected power market prices for the forthcoming summer season and the curtailment options selected by customer. Due to market price volatility, the Option Premiums quoted under the provisions of this Rider will be time sensitive and subject to the conditions in existence at the time such Premiums are contracted for between Company and customer. However, all customers will be quoted the same Options Premium, per unit of load reduction, for the same selected customer options at the same point in time.

P.S.C. Mo. DATE OF ISSUE April 6, 2000DATE EFFECTIVE May 6, 2000ISSUED BY Charles W. Mueller  
NAME OF OFFICERPresident & CEO  
TITLESt. Louis, Missouri  
ADDRESS



APPLYING TO

MISSOURI SERVICE AREARIDER MOPTION BASED CURTAILMENT RIDER

The Option Premium Payment shall be based upon the following options selected by customer and contracted for with Company: a) curtailment Strike Price of either \$100, \$250, \$500, \$750, or \$1000 per megawatthour, b) allowed frequency of curtailments from one (1) to five (5) weekdays per week, and c) the curtailment interval duration of either eight (8) or sixteen (16) hours.

Said Option Premium Payment shall be paid to customer in four monthly installments (billing periods of June, July, August, and September), in consideration for the curtailment option provided by customer to Company under the provisions of this Rider.

4. STRIKE PRICE APPLICATION

For each kWh that the customer curtails, up to the level of curtailment called for by contract, Company shall pay customer the Contract Strike Price selected by customer. Such kWh shall be determined in accordance with the verification methodology set forth below. The total amount paid by Company under this provision shall be provided as a credit on the customer's bill, for the month during which the curtailment occurred, or paid by separate check, at the Company's discretion.

5. PASSTHROUGH MARKET PRICE

Should customer fail to reduce its kWh consumption by its contracted for level during any Company call for curtailment, customer shall pay Company a Passthrough Market Price for each kWh customer failed to curtail during any hour of the curtailment interval. Such kWh shortfall shall be determined in accordance with the verification methodology set forth below.

The Passthrough Market Price for each hour will be equal to the positive difference, if any, between (a) the Weighted Average Index Price for delivery to Cinergy as published in the Megawatt Daily "Trades for Standard 16-Hour Daily Products," (Daily Market Price) for the day the customer failed to curtail consumption, adjusted to account for the value difference between daily and hourly products by multiplying the Daily Market Price by the applicable hourly factor set forth below; and (b) the Contract Strike Price. The adjustment factor, based on such value difference, shall be as follows:

<u>Hour Ending</u>	<u>Factor</u>
700-1200	0.25
1300-1400	1.00
1500-1800	2.50
1900-2200	0.60

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MISSOURI SERVICE AREA

## RIDER M

OPTION BASED CURTAILMENT RIDER6. CURTAILMENT NOTIFICATION

Company shall provide customer notice of its intent to exercise a curtailment option by facsimile, which, at Company's sole discretion, may be supplemented with contact by telephone, pager, or E-mail. The notice shall state the date and time that the curtailment shall commence, the required curtailment interval duration (Curtailment Period). Such notice shall be provided no later than 10:00 a.m. Central Prevailing Time (CPT) of the last business day immediately prior to the intended day of curtailment.

Curtailment interval durations of sixteen hours will commence at 6:00 a.m. CPT. Curtailments interval durations of eight hours will commence, at Company's sole discretion, between 6:00 a.m. CPT and 2:00 p.m. CPT. All referenced hours refer to clock hours.

7. VERIFICATION OF CUSTOMER COMPLIANCE

Customer compliance with Company's curtailment notice shall be determined based upon the average kilowatthours (kWh) consumed by the customer during each hour of the customer's Equivalent Period, as defined below, less the actual kilowatthours (kWh) consumed during each hour of the Curtailment Period. The calculation is expressed as the following formula:

Curtailment Kilowatthours (kWh) for each Curtailment Period Hour =

[Average Kilowatthours (kWh) for each Equivalent Period Hour]

Minus

[Actual Kilowatthours (kWh) for each Curtailment Period Hour]

For purposes of verification, customer's Equivalent Period shall be the same hours as those hours noticed for the Curtailment Period during the fifteen (15) non-curtailed, non-holiday weekday periods immediately prior to the date of notification. Company reserves the right to adjust Equivalent Period days for periods where usage during such days is not a typical peak weekday, such as a weekend day, holiday, or day when other events influenced usage patterns.

P.S.C. Mo. DATE OF ISSUE April 6, 2000DATE EFFECTIVE May 6, 2000ISSUED BY Charles W. Mueller

President &amp; CEO

St. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

APPLYING TO

MISSOURI SERVICE AREARIDER MOPTION BASED CURTAILMENT RIDER8. BILLING DEMAND STANDARD

Company's exercise of its curtailment option under this Rider shall not result in any adjustment or prorating of the customer's billing demand determined in accordance with the provisions of Service Classifications 4(M) or 11(M).

9. ADDITIONAL METERING

Service under this Rider requires the use of interval time sensitive electronic load profile metering at each meter location, metering not considered standard by Company under some rate classifications. The customer shall pay a monthly fee of \$21 for each electronic load profile meter required solely for the application and billing of this Rider.

10. COMPANY AND CUSTOMER OBLIGATIONS

Company shall have no liability to a customer or to any other person, firm or corporation for any loss, damage or injury by reason of non-delivery of electric energy during any curtailment relative to Company's exercise of its Curtailment Option.

The customer's generating equipment, if any, shall not be operated in parallel with Company's service except when such operation is approved by Company and permitted under a separate written agreement with Company. Company assumes no responsibility for controlling the customer's generation and/or shedding the customer's load and shall not be liable for the cost of fuel, operation and maintenance expense or repairs resulting from a customer's use of its own electric generation during curtailments under this Rider.

The possibility of interruption, curtailment or reduction of electric service caused by, resulting from, or arising out of unexpected causes or occurrences shall not be deemed to be Company's exercise of any Curtailment Option entitling the customer to the payment of the Strike Price under this Rider.

11. Contract

Service under this Rider shall be evidenced by a contract between the customer and the Company, a copy of which shall be provided for informational purposes to the Commission's Manager of the Electric Department within ten days of execution.

The term of service under this Rider shall be customer's billing months that encompass the calendar months of June through September, within a customer's contract year.

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NAME OF OFFICER

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