

UNION ELECTRIC COMPANY
1901 GRATIOT STREET - ST. LOUIS

WILLIAM E. JAUDES
GENERAL COUNSEL

October 14, 1981

MAILING ADDRESS:
P. O. BOX 149
ST. LOUIS, MO. 63166

CASE NO. EO-82-140

In the matter of Union Electric Company of St. Louis, Missouri, for compliance under 4 CSR 240-20.060, cogeneration tariffs for customers in the Missouri service area of the company.

Steinman
Mr. Harvey G. Hubbs, Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Dear Mr. Hubbs:

The accompanying tariff sheets issued by Union Electric Company are transmitted for filing as an original Schedule 1, Schedule of Rates For Power Purchases From A Qualifying Facility:

Filed

Original Sheet No. 1 (M)
thru
Original Sheet No. 22 (M)

These sheets are issued October 15, 1981, to become effective on and after November 14, 1981.

These sheets are filed pursuant to Commission Rule 4 CSR 240-20.060. On September 16, 1981 we had filed somewhat similar tariff sheets, with an effective date of October 16. Based on discussions with Staff, we have revised that filing and request that it be withdrawn as of the date of this new filing.

Yours truly,

William E. Jaudes

cc: w/encl. Office of Public Counsel
Mr. Jim Ketter

FILED
OCT 15 1981
PUBLIC SERVICE COMMISSION

1
FILE # 8200228

ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES

I. Application. This tariff applies to purchases of electric energy or electric energy and capacity from Qualifying Facilities (hereinafter referred to as "Customer") under the provisions of Rule 4.CSR 240-20.060 of the Missouri Public Service Commission.

II. Standard Rates for Purchase. The standard rates for purchases from a customer with a design capacity of 100 kW or less are as follows:

1. Non-Time - Differentiated Energy Rate

Summer Rate (Applicable during 5 monthly billing periods of June through October)

Summer

1.77¢ per kWh

Winter Rate (Applicable during 7 monthly billing periods of November through May)

Winter

1.52¢ per kWh

2. Time-Differentiated Energy Rate

Summer Rate (Applicable during 5 monthly billing periods of June through October)

Weekday (10 AM - 10 PM)

2.41¢ per kWh

Weekday (10 PM - 10 AM)

1.36¢ per kWh

Saturday, Sunday, Holiday (1)

1.50¢ per kWh

Winter Rate (Applicable during 7 monthly billing periods of November through May)

Weekday (10 AM - 10 PM)

1.86¢ per kWh

Weekday (10 PM - 10 AM) and

Saturday, Sunday, Holiday(1)

1.35¢ per kWh

(1) Legal holidays of New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, and Christmas Day.

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Chairman

St. Louis, Missouri

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)3. Customer Charge (per meter required for parallel operation)Non-Time Differentiated Energy

\$4.00 per month - Single Phase

\$6.00 per month - Three Phase

Time Differentiated Energy

\$13.00 per month - Single Phase

\$15.00 per month - Three Phase

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APPLYING TO MISSOURI SERVICE AREAELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)

- III. Contract. Whether or not purchases are made by Union Electric Company under the standard rates, Union Electric Company shall not be required to make any purchase from Customer until Union Electric Company and Customer have entered into a written contract for such purchases (in the form contained in this tariff).
- IV. All provisions of this tariff, including the standard form contract set forth herein, are subject to all Commission rules and regulations as may be revised from time-to-time. All terms of the tariff, including the standard form contract, are also subject to the Commission's normal complaint and arbitration procedures.
- V. Guideline Technical Requirements for Parallel Operation with the Union Electric System.
1. Introduction
- The minimum technical requirements for safe parallel operation of Customer-owned electrical generating facilities with the UE system are set forth below. These requirements will serve as a guide for UE and Customer engineering when planning such an installation; however, it is recognized that each installation may have specific requirements other than those set forth herein as a result of each installation's unique nature.
2. General Technical Requirements
- A. Protection
- (1) Customer shall install protective devices capable of detecting fault conditions on both his system and the UE system. These devices will separate Customer's system from the UE system either directly or through an auxiliary device such as a circuit breaker. The separating device must be capable of interrupting the available fault current. The detection sensitivity and operating speed of these devices must be compatible with protective devices on the UE system.
- (2) The Customer shall install equipment designed to automatically separate his system from the UE system upon loss of the normal UE supply.
- (3) The Customer is responsible for protecting Customer-owned equipment in such a manner that faults or other disturbances on the UE system or on Customer's system do not cause damage to his equipment.

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)

- (4) Customer shall furnish information to UE regarding his proposed generation equipment and protective devices prior to parallel operation. UE will check the adequacy of this proposed equipment and its compatibility with protective devices on the UE system and will either approve as submitted or specify additional equipment which will be required in order to begin parallel operation with the UE system.
- (5) All protective relay settings that would affect any UE system relay settings will be specified by UE. These relays will be initially calibrated by UE to assure proper operation.
- (6) A manual visible disconnect switch must be provided which is under the exclusive jurisdictional control of the UE dispatcher. This manual switch must have the capability to be locked out of service by a UE-authorized switchman.
- (7) The above statements are the basic minimum protection requirements that would be associated with parallel generation. Additional requirements and/or equipment would depend on an in-depth study of each proposed connection.

B. Operation

- (1) Under certain conditions the intertie breaker (if one is required) must be operated by Customer in order for UE to operate the manual disconnect switch. UE may request this action for any of the following reasons:
 - a. System emergency.
 - b. Inspection of Customer's generating equipment or protective equipment reveals an unsafe condition.
 - c. Customer's generating equipment interferes with other customers or with the operation of the UE system.
 - d. An outage is scheduled on the UE supply circuit or feeder.

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- (2) Customer shall be solely responsible for properly synchronizing his generating equipment with the UE frequency and voltage. This includes resynchronizing his generator(s) after system outages or disturbances.

C. Quality of Service

- (1) The interconnection of Customer's generating equipment with the UE system shall not cause any reduction in the quality of service being provided to other customers or cause any undesirable effect on any UE facilities. In order to achieve this objective, wave form guidelines presently applicable to Customer's facility and which are measured at the point of interconnection between the utility and the qualifying facility are as follows:

- a. The phase unbalance must be less than 1%,
- b. The arithmetic sum of harmonics in the current or voltage must be less than 10%, and
- c. The root of the sum of the squares of harmonics in the current or voltage must be less than 5%.

The above limits should be viewed as general guidelines which are subject to change as dictated by experience as well as the unique nature of the electrical system at each point of interconnection.

- (2) The power factor of Customer's load with his generating equipment connected shall not be less than that specified by retail tariff for his applicable customer class.

D. Metering

Parallel generating facilities connected to UE's system are divided into two groups: (1) "Two-way Power Flow," and (2) "One-way Power Flow." "Two-way Power Flow" would apply to Customer's facilities whose load is sufficiently variable or smaller than its generating capacity so that excess Customer-generated power could flow into the UE system. "One-way Power Flow" would apply to Customer's facilities whose load is significantly larger than

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their generating capacity so that no Customer-generated power would flow into the UE system except under fault conditions.

(1) Two-way Power Flow

This type of installation provides for the interchange of energy in either direction as a normal operating mode.

The revenue metering for Two-way Power Flow installations shall include two series connected watthour meters with detents. One meter shall be connected to measure energy supply to Customer from UE; the other meter shall measure Customer-generated energy supplied to UE. The meter detents prevent operation of either meter in the reverse direction.

Additional metering may or may not be required depending on the terms of the contract between UE and Customer.

(2) One-way Power Flow

This type of installation does not allow the interchange of energy from Customer to the utility.

The intertie circuit breaker will be tripped by equipment capable of detecting the reverse power flow condition toward the UE system.

This type installation requires a single revenue meter installation with detent to prevent operation of the meter in the reverse direction.

Additional metering may or may not be required depending on the terms of a contract between UE and Customer.

E. Other Requirements

- (1)** All Customer installations shall adhere to any applicable requirements of the National Electrical Safety Code, the National Electric Code, OSHA, and UE's Electric Service Rules as set forth in published tariffs.
- (2)** Customer will bear all interconnection costs of parallel operation over and above the normal cost to serve his load.

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)VI. Form of Electric Power Purchase Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between UNION ELECTRIC COMPANY, a Missouri corporation, (called "UE"), and _____, a _____, (called "Customer"), referred to collectively as "Parties" and singularly as "Party";

WITNESSETH THAT:

WHEREAS, Customer wishes to sell, and U.E. agrees to purchase electric power subject to UE's tariff "Electric Power Purchases From Qualifying Facilities" (called "Tariff") on file with the Missouri Public Service Commission,

NOW, THEREFORE in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

Article 1Sale and Purchase of Power

Customer agrees to sell and deliver and U.E. agrees to purchase and accept delivery of the energy or energy and capacity, from "Customer's Facilities" described in Article 2 of this Agreement, in accordance with the terms and conditions herein set forth. The scheduled operation date of Customer's Facilities is _____ (date). Either energy or energy and capacity will be sold by Customer to U.E. as indicated below (mark applicable descriptions with "X" and mark out all nonapplicable descriptions):

Energy

_____ Net Energy i.e. the gross kilowatthour output of Customer's electric generator less station use and less transformation losses up to the voltage at which delivery is made to U.E.

_____ Surplus Energy i.e. the gross kilowatthour output of Customer's electric generator less station use, less use to serve Customer's own load and less transformation losses up to the voltage at which delivery is made to U.E.

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)Capacity

_____ Capacity in such amounts and subject to such terms and conditions as set forth in Appendix D.

Article 2Description of Customer's Facilities

(Include all pertinent information concerning facilities provided by Customer under this Agreement e.g. inventory of equipment, type, size, characteristics, location and one-line electrical diagram to be attached as Appendix B.)

Article 3Term of Agreement

This Agreement shall be binding upon execution and shall remain in effect for a term of _____ years from the date of execution, except as specifically provided otherwise in this Agreement.

Article 4Power Purchase Rates

All energy or energy and capacity received hereunder shall be paid for by U.E. as indicated below (mark applicable descriptions with "X" and mark out all nonapplicable descriptions):

i) energy only

_____ in accordance with Section II-1 of the Tariff.

_____ in accordance with Section II-2 of the Tariff.

_____ based on actual avoided costs on the U.E. System,
as determined by U.E. on an after-the-fact basis.

ii) energy and capacity

_____ in accordance with Appendix D of this Agreement.

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)

Nothing contained herein shall be construed as affecting in any way the right of either Party to unilaterally make application to the appropriate regulatory authority for a change in rates, charges or services, or any rule or regulation relating thereto, pursuant to the statutes and regulations governing such applications.

Article 5Notices

All written notices pursuant to this Agreement shall be directed as follows:

To U.E.:

To Customer:

Any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party to the other may be so given, tendered, or delivered, as the case may be, by depositing the same in any United States Post Office with postage prepaid, for transmission by certified or registered mail, addressed to the Party, or personally delivered to the Party designated above in this Article 5. Changes in such designation may be made by notice similarly given.

Article 6Electric Services Supplied by U.E.

This Agreement does not provide for any electric services by U.E. to Customer. If Customer requires interruptible, backup, supplemental or maintenance services from U.E., such service must be obtained under U.E.'s other applicable electric tariffs.

Article 7Facilities Provided by Customer

Customer shall design, construct, install, own, operate and maintain all facilities, including Interconnection Facilities as defined in

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)

Appendix A, needed to generate and deliver energy or energy and capacity under this Agreement, except for any Special Facilities as defined in Appendix A and set forth in Appendix F, which shall be owned, maintained and/or operated by U.E. at Customer's expense. All Customer facilities shall meet all requirements of applicable codes and all standards of Prudent Electrical Practice, as defined in Appendix A. Customer's Interconnection Facilities, as defined in Appendix A, shall be of a size to accommodate the delivery of the energy or energy and capacity sold to U.E. under this Agreement. Customer also agrees to meet all of U.E.'s requirements for parallel operation, guidelines for which are set forth in Section V of the Tariff. Customer shall submit all its equipment specifications to U.E. for review prior to connecting its facilities to U.E.'s system. U.E. will check the adequacy of the proposed facilities and its compatibility with protective devices on the U.E. system and will either approve as submitted or specify additional equipment which will be required in order to begin parallel operation with the U.E. system. U.E.'s review of Customer's specifications shall not be construed as confirming or endorsing the design, nor as any warranty of safety, durability or reliability of any facilities. U.E. shall not, by reason of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Customer's facilities, nor shall U.E.'s acceptance be deemed to be an endorsement of any Customer facilities. Customer agrees to change its facilities as may be required by U.E. to meet changing requirements of U.E.'s system. In the event it is necessary for U.E. to install Special Facilities, as defined in Appendix A, for purposes of this Agreement, Customer shall reimburse U.E. its costs for installing said Special Facilities. Customer shall give notice to U.E. at three-month intervals of the estimated date of initial power deliveries.

Article 8Operation

8.1 Operation and Maintenance: Customer agrees to meet all of U.E.'s requirements for parallel operation, guidelines for which are set forth in Section V of the Tariff. Customer shall operate and maintain its facilities described in Article 2 so as not to interfere with the operation of U.E.'s system and to conform with Prudent Electrical Practices, as defined in Appendix A. Customer shall also generate such reactive power as U.E. determines to be reasonably required to maintain voltage levels and reactive area support. Customer shall notify U.E. prior to the initial energizing and start-up testing of Customer's

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facilities, and U.E. shall have the right to have a representative present at said test. Customer shall notify U.E. of any changes or adjustments to Customer's facilities after the initial energizing and start-up testing of said facilities. Customer shall permit U.E. representatives access to Customer's facilities at all reasonable times for the purpose of inspecting and/or testing said facilities to ensure their continued safe operation. Such inspections shall not relieve Customer from the obligation to maintain its facilities in satisfactory operating condition.

8.2 Deliveries: Customer shall deliver the energy or energy and capacity under this Agreement at the location designated in Article 2 at the point where Customer's electrical conductors contact those of U.E. at the transmission side of the high voltage disconnect, or at such other point as the Parties may agree.

8.3 Communications: U.E. and Customer shall maintain operating communications through U.E.'s Load Dispatch Office. At U.E.'s option, the operating communications shall include, but not be limited to, system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances and daily load reports.

Article 9Metering

U.E. shall own, operate and maintain all metering equipment described in Appendix C of this Agreement, for which Customer shall pay the applicable customer charge set forth in U.E.'s "Standard Rates for Purchase." All meters used to determine the billing hereunder shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted. U.E. shall inspect and test all meters upon their installations and at least once every year thereafter. If requested to do so by Customer, U.E. shall inspect or test a meter more frequently than every year, but the expense of such inspection or test shall be paid by Customer. Each Party shall give reasonable notice of the time when any inspection or test shall take place to the other Party, and that Party may have representatives present at the test or inspection. If a meter is found to be inaccurate or defective, it shall be adjusted, repaired or replaced, at Customer's expense, in order to provide accurate metering.

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APPLYING TO MISSOURI SERVICE AREA**ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)**

If upon test, observation, comparison of monthly recordings or other evidence, the registrations of the metering equipment used in measuring service delivered to a customer are found to be inaccurate, the following billing adjustment provisions shall apply:

- (1) Where upon test, either routine or special, the average meter error is found to be 2% or less, no billing adjustment will be made.
- (2) Where an average meter error is found to be in excess of 2%, billing adjustment, where the meter reads fast, will be made to compensate U.E. and, where the meter reads slow, may be made to compensate Customer for such meter error, provided, however, that except under the circumstances set forth in paragraphs (3) and (4) hereof, any such billing adjustment will be applicable only for the billing period preceding the one in which the error was determined plus the elapsed period in the current billing period during which the test was made. No billing adjustment will be made where the amount of the adjustment is less than \$1.00.
- (3) Where an average meter error in excess of 10%, or a non-registering meter is found, U.E. and Customer will determine from all related and available facts the probable period during which such inaccuracy existed and render adjusted bills for the period involved, provided, however, that such period shall not exceed the preceding six billing periods plus the elapsed time in the current billing period during which such inaccuracy was determined.
- (4) Bills rendered which are based on incorrect registrations due to improper meter connections, the application of an improper meter constant, or similar reasons shall be subject to adjustment for the entire period as revealed by U.E. and Customer records during which such particular condition existed.
- (5) "Average meter error" shall be determined in accordance with provisions set forth in general orders of the regulatory authorities having jurisdiction.

Customers with generating facilities greater than or equal to 10 MW shall, at U.E.'s request, provide for facilities to telemeter the electrical output information which U.E. deems necessary to U.E.'s Load Dispatch Office.

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)

Each Party, after reasonable notice to the other Party, shall have the right of access to all metering and related records.

Article 10Land Rights

Customer agrees to obtain and convey to U.E. for the term of this Agreement all necessary rights-of-way and easements as determined by U.E. in its sole discretion and by such instruments of conveyance as are satisfactory to U.E. to install, operate, maintain, replace and remove any of its facilities under this Agreement, including adequate and continuing access rights on property of Customer, and Customer agrees to execute such other grants, deeds or documents as U.E. may require to enable it to record such rights-of-way and easements. If any part of U.E.'s facilities under this Agreement are to be installed on property owned by other than Customer, Customer shall obtain from the owners thereof, all necessary rights-of-way and easements for the construction, operation, maintenance and replacement of said facilities upon such property in a form and by such instruments of conveyance as are satisfactory to U.E. In the event that Customer is unable to obtain these rights as aforesaid and U.E. in its sole discretion elects to obtain such rights from other property owners by purchase or other means, then Customer shall reimburse U.E. for all costs incurred by U.E. in securing such rights. However, nothing in this clause or agreement shall be construed as a requirement that U.E. undertake any obligation to obtain any property rights by any method whatsoever.

Article 11Billing

U.E. shall send a statement to Customer on or after the 20th day of the monthly billing period showing the applicable kilowatt capacity, if any, and the kilowatthours delivered to U.E. during the previous monthly billing period. Customer shall use this statement to compute charges for energy or energy and capacity delivered to U.E. Customer shall then send a monthly billing statement to U.E. which states the energy or energy and capacity charges.

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)Article 12Payment

U.E. shall make payment to Customer on or before the 15th day after the billing statement is received by U.E. Where the 15th day falls on a Saturday, Sunday or holiday, the payment shall be due on the next following business day.

Article 13Adjustments

In the event adjustments to billing statements are required as a result of corrected measurements made by inaccurate meters, the Parties shall use the corrected measurements described in Article 9 to recompute the amounts due from or to U.E. for the energy or energy and capacity delivered under this Agreement during the period of inaccuracy. If the total amount as recomputed due from a Party for the period of inaccuracy varies from the total amount due as previously computed, and payment of the previously computed amount has been made, the difference in the amounts shall be paid to the Party entitled to it within 30 days after the paying Party is notified of the recomputation.

Article 14Continuity of Service

U.E. shall not be obligated to accept, and U.E. may require Customer to curtail, interrupt or reduce deliveries of energy or energy and capacity in order to construct, install, maintain, repair, replace, remove, investigate or inspect any of U.E.'s or Customer's facilities or any part of U.E.'s or Customer's system, or if U.E. or Customer determines that curtailment, interruption or reduction is necessary because of emergencies, forced outages, periods of minimum system load, operating conditions on U.E.'s or Customer's system or as otherwise required by Prudent Electrical Practices as defined in Appendix A.

In the event of a force majeure affecting either Party's ability to perform its obligations under this Agreement, Customer shall not be obligated to deliver and may curtail, interrupt or reduce deliveries of energy or energy and capacity to U.E., and U.E. shall not be obligated to accept and may require Customer to curtail, interrupt

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or reduce deliveries of energy or energy and capacity.

In order not to interfere unreasonably with the other Party's operations, the curtailing, interrupting or reducing Party shall give the other Party reasonable prior notice of any curtailment, interruption or reduction, the reason for its occurrence and its probable duration, except in case of emergency wherein such notice is not feasible. Customer shall notify U.E. promptly of any complete or partial outage of Customer's generation.

Article 15**Discontinuation of Purchases**

U.E. shall have the right to terminate its purchases with Customer, upon written notice, for any of the following reasons:

- (a) Non-payment of a bill for service provided by U.E. to Customer.
- (b) Failure of Customer to permit reasonable access to Customer's property and equipment.
- (c) Violation or non-compliance with the terms of this Agreement or U.E.'s tariff or the provisions of Rule 4 CSR 240-20.060 of the Missouri Public Service Commission.
- (d) Tampering with the meters or other equipment furnished by U.E.

Any such termination may continue until the deficiency is corrected by the Customer.

Article 16**Force Majeure**

The term "force majeure" as used herein, means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the Party claiming force majeure.

If either Party because of force majeure is rendered wholly or partly unable to perform its obligations under this Agreement, except for the obligation to make payments of money, that Party shall be excused from whatever performance is affected by the force majeure to the extent

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so affected provided that:

- (a) The non-performing Party, within two weeks after the occurrence of the force majeure, gives the other Party written notice describing the particulars of the occurrence;
- (b) The suspension of performance is of no greater scope and of no longer duration than is required by the force majeure;
- (c) No obligations of either Party which arose before the occurrence causing the suspension of performance are excused as a result of the occurrence; and
- (d) The non-performing Party uses its best efforts to remedy its inability to perform. This subparagraph shall not require the settlement of any strike, walkout, lockout, or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party having the difficulty.

Article 17Indemnity

Each Party shall indemnify the other Party, its officers, agents, and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, including but not limited to consequential damages, interest, punitive damages, customer's fees and court costs, proximately caused by the indemnifying Party's construction, ownership, operation, or maintenance of, or by failure of, any of such Party's works or facilities used in connection with this Agreement. The indemnifying Party shall, on the other Party's request defend any suit asserting a claim covered by this indemnity.

Article 18Liability; Dedication

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement.

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ISSUED BY Charles J. Dougherty

Chairman

St. Louis, Missouri

NAME OF OFFICER

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)

No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of U.E. as an independent public utility corporation, or Customer as an independent individual or entity.

Article 19Several Obligations

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

Article 20Waiver

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

Article 21Assignment

Neither Party shall voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties including Interconnection Facilities, as defined in Appendix A, which it owns, and any such assignment or delegation made without such written consent shall be null and void. Consent for assignment will not be withheld unreasonably.

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)Article 22Captions

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Agreement.

Article 23Choice of Laws

This Agreement shall be construed and interpreted in accordance with the laws of the state of Missouri.

Article 24Governmental Jurisdiction and Authorization

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party of this Agreement. This Agreement shall not become effective until all required governmental authorizations and permits are first obtained and copies thereof are submitted to U.E.

This Agreement shall at all times be subject to such changes by such governmental agencies, and the Parties shall be subject to such conditions and obligations, as such governmental agencies may, from time-to-time, direct in the exercise of their jurisdiction. Both Parties agree to exert their best efforts to comply with all applicable rules and regulations of all governmental agencies having control over either Party or this Agreement. The Parties shall take all reasonable action necessary to secure all required governmental approval of this Agreement in its entirety and without change.

Article 25Appendices

This Agreement includes the following checked appendices which are attached and incorporated by reference herein (mark applicable)

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)

appendices with "X" and mark out all nonapplicable appendices):

X Appendix A - DefinitionsY Appendix B - One-Line Electrical Diagram of Customer FacilitiesX Appendix C - Description of Metering

_____ Appendix D - Schedule of Energy and Capacity Purchase Rates, Terms and Conditions

_____ Appendix E - Insurance

_____ Appendix F - Special Facilities

_____ Appendix G - Other Terms and Conditions

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last date hereinabove set forth:

CUSTOMER

UNION ELECTRIC COMPANY

By _____

By _____

(Type Name)

(Type Name)

Title: _____

Title: _____

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)**Appendix A****Definitions**

Whenever used in this Agreement, Appendices and attachments hereto, the following terms shall have the following meanings:

"Interconnection Facilities" - All facilities required to be installed solely to interconnect and deliver power from Customer's generation to U.E.'s system including, but not limited to connection, transformation, switching, metering and safety equipment.

"Prudent Electrical Practices" - Those practices, methods and equipment as changed from time to time, that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy. Such principles include applicable provisions of the National Electric Safety Code, the National Electrical Code, and OSHA.

"Special Facilities" - Interconnection Facilities furnished by U.E. at Customer's request or because such facilities are necessary additions, modifications and/or reinforcements to U.E.'s system, the need of which is brought about by the presence of Customer's facilities described in Article 2 of this Agreement. All metering facilities shall be included as Special Facilities.

Appendix B**One-Line Electrical Diagram of Customer's Facilities**

(This appendix shall consist of a complete one-line electrical diagram of Customer's facilities described in Article 2 of this Agreement.)

Appendix C**Description of Metering**

(This appendix shall consist of a complete description of all metering equipment installed for metering energy or energy and capacity pursuant to this Agreement, including a one-line metering diagram. Said metering equipment shall be specified by U.E. as appropriate.)

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)Appendix DSchedule of Energy and Capacity Purchase
Rates, Terms and Conditions

(This appendix shall be completed and applicable only if capacity is to be sold and purchased under this Agreement. Prices, terms and conditions shall be set forth in this appendix to reflect the nature of the capacity being furnished and shall be in accordance with Rule 4 CSR 240.20.060 of the Missouri Public Service Commission and 18 CFR Part 292 of the Federal Energy Regulatory Commission regulations pursuant to Section 210 of the Public Utility Regulatory Policy Act. The rate for capacity under this appendix shall be in accordance with Section II-3 of the Tariff or shall be negotiated between Customer and U.E. The rate for energy under this appendix shall be U.E.'s avoided energy costs, as affected by the associated capacity purchase. The rates set forth in this appendix shall represent the avoided cost to U.E. associated with the purchase of energy and capacity from Customer.)

Appendix EInsurance

Customer shall be required to maintain insurance as indicated below:

F-1 Workers' Compensation

(Yes or No)

Customer shall furnish U.E. a certificate of workers' compensation insurance or self-insurance indicating compliance with the Workman's Compensation laws of the State of Missouri and providing for 30 days written notice to U.E. prior to cancellation of such insurance.

F-2 Liability

(Yes or No)

Customer shall maintain in effect during the term of this Agreement insurance for both bodily injury and property damage liability, including automobile liability, in per occurrence limits of not less than \$_____.

Such insurance shall include:

-- assumption of contractual liability,

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ELECTRIC POWER PURCHASES FROM QUALIFYING FACILITIES - (CONTINUED)

- an endorsement naming U.E. as an additional insured insofar as work performed under this Agreement is concerned.
- a severability of interest clause, and
- provide that notice shall be given to U.E. at least 30 days prior to cancellation or material change in the form of such policies.

Customer shall furnish U.E. by delivering to

prior to commencing performance hereof but not less than 30 days before the scheduled operation date of Customer's Facilities (Article 1 of this Agreement), certificates of Insurance together with the endorsements required therein. U.E. shall have the right to inspect the original policies of such insurance.

Appendix FSpecial Facilities

(If Special Facilities, as defined in Appendix A, are required, Customer shall reimburse U.E. its costs for all such facilities described in this appendix in accordance with the terms and conditions set forth herein.)

Appendix GOther Terms and Conditions

(Customers and U.E. may negotiate other terms and conditions which shall be set forth herein.)

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