

UNION ELECTRIC COMPANY
d/b/a AmerenUE

GR-2007-0003

Attachment 2

Compliance Tariffs

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

TABLE OF CONTENTS

	<u>Sheet Numbers</u>
* <u>Service Areas</u>	3
* <u>Rates:</u>	
Residential Service	5
General Service	6
Interruptible Service with An Assurance Gas Option	7
* Natural Gas Transportation Service	10
Alternative Fuels -- Interruptible Service	17
Alternative Fuels -- Transportation Service	18
Special Contract Rates -- Transportation Service	18.1
<u>Miscellaneous Charges</u>	19
<u>Riders</u>	21
<u>Rules and Regulations</u>	36

* Indicates Change.

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DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 20, 2007
 ISSUED BY T. R. Voss President & CEO St. Louis, Missouri

Name of Officer
Title
Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RESIDENTIAL SERVICE RATE

Applicable to gas service to all residential customers as defined in Section I.H. of Company's Rules and Regulations. As indicated in Section IX., Resale of Service of Company's Rules and Regulations, this service may not be resold.

- * 1. Monthly Customer and Volumetric Meter Reading Rates.
Customer Charge: \$15.00 per month
Delivery Charge: 24.09¢ per Ccf
- 2. Minimum Monthly Charge. The Customer Charge.
- 3. Purchased Gas Adjustment. Applicable to all metered and/or billed Ccf, pursuant to the provisions of Rider A - Purchased Gas Adjustment Clause.
- 4. Yard Light Service. Any customer with an unmetered gas yard light will have 18 Ccf per month of gas added per light to each month's metered Ccf usage, for billing purposes. This unmetered yard light service is one of limited application. No new such unmetered service will be offered after February 18, 1998.
- * 5. Seasonal Use. This schedule is a continuous service schedule. If service is disconnected at the request of the customer, and thereafter restored at the same location for the same occupant(s) within a twelve (12) month period following the date of the service disconnection, a reconnection charge will become due and payable when service is restored. The charge shall be computed by multiplying the Customer Charge by the number of months and fractions of months that service is disconnected, plus the Reconnection Charge as indicated in Section D. Miscellaneous Charges, Sheet No. 19. Customer shall not be billed the Customer Charge portion of Seasonal Use charge where a successor account for a Customer has been established at the premises during the interim period; however, the Reconnection Charge shall be applicable unless the premises was not subject to disconnection and reconnection during the entire interim period.
- 6. Payments. Bills will be rendered at monthly intervals, are due and payable within ten (10) days from their date of rendition and become delinquent after twenty-one (21) days from their date of rendition. The date of rendition is the date of mailing by the Company. Late payment charges shall be determined pursuant to Section VIII.F. of Company's Rules and Regulations.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

GENERAL SERVICE RATE

Applicable to gas service to non-residential customers. As indicated in Section IX., Resale of Service of Company's Rules and Regulations, this service may not be resold.

* 1. Monthly Customer and Volumetric Meter Reading Rates.

Customer Charge	\$ 24.00 per month
Delivery Charge	
First 7,000 Ccf	27.77 Per Ccf
Over 7,000 Ccf	18.16 Per Ccf

2. Minimum Monthly Charge. The Customer Charge.

3. Purchased Gas Adjustment.

Applicable to all metered and/or billed Ccf, pursuant to the provisions of the Rider A - Purchased Gas Adjustment Clause.

4. Payments.

Bills will be rendered at monthly intervals and are due and payable within ten (10) days from their date of mailing, which due date shall be considered the delinquent date for this rate classification. Pursuant to Section VIII.F. of Company's Rules and Regulations, any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.

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GENERAL SERVICE RATE *

5. Term of Contract.
Gas service will be provided under this rate for a period of not less than one year.
6. Tax Adjustment.
Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.
7. Rules and Regulations. Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

INTERRUPTIBLE SERVICE RATE WITH AN ASSURANCE GAS OPTION

1. Availability.

Whenever, in Company's sole judgment, gas is available for interruptible service, Company will make such service available to any qualified non-residential customer. To qualify, customer shall either provide adequate standby facilities and fuel for its use during periods when gas service is interrupted or shall give Company satisfactory evidence of its ability and willingness to curtail or cease operations during interruption. Gas service under other rates cannot be used for the same process, facility or equipment served under this rate. As indicated in Section IX. Resale of Service of Company's Rules and Regulations, this service may not be resold.

2. Character of Service.

All gas delivery under this rate will be subject to interruption under Section 9. hereof and all gas consumed by customer during periods of non-interruption will be billed at the Interruptible Gas Delivery Charge, except for Assurance volumes as provided below. As a part of the contract for interruptible service, customer may request the Company to provide a specified daily quantity of firm sales gas to be available during periods of interruption, to be categorized as Assurance Gas and billed by Company at the Interruptible Gas Delivery Charge plus the Assurance Gas Surcharge and the firm Purchased Gas Adjustment (PGA) factor rate. For billing purposes Assurance Gas volumes shall be considered the first through the meter. Customer will be required to contract with Company, by June 1 of the initial contract year, for the daily quantity of Assurance Gas desired. Customer must notify Company of any changes in such Assurance Gas Level by June 1 of subsequent contract extension years. All other gas consumed by customer during any period of interruption shall be considered and billed by Company as Unauthorized Gas.

* 3. Monthly Customer and Volumetric Meter Reading Rates.

Customer Charge:	\$221.00 per month
Interruptible Gas Delivery Charge:	
First 7,000 Ccf	27.77¢ Per Ccf
Over 7,000 Ccf	14.67¢ Per Ccf
Assurance Gas Surcharge:	
First 250 Ccf per day	1.00¢ Per Ccf
All Over 250 Ccf per day	1.38¢ Per Ccf

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INTERRUPTIBLE SERVICE RATE WITH AN ASSURANCE GAS OPTION

* **Unauthorized Gas Use Charge:**
All volumes of natural gas taken by a customer in excess of the level of contracted daily Assurance Gas, during any period of curtailment called by the Company, is "unauthorized use" and will be assessed "Unauthorized Gas Use Charges". This charge shall be applicable to customers that are impacted by Critical Day and/or curtailment provisions. Company will provide customer no less than two (2) hours advance notification before assessing Unauthorized Gas Use Charges. Unauthorized Gas Use Charges shall be billed as follows:

Unauthorized Gas Use Charges:

- 1) \$6.00 (six dollars) for each Ccf of unauthorized use, plus
- 2) 150% (one hundred fifty percent) of the highest cost of gas purchased by the Company during the Unauthorized Gas Use Charge period (period of interruption), plus
- 3) all intrastate and/or interstate pipeline penalties and other charges incurred by the Company which are attributable to a customer's unauthorized use.

All intrastate and interstate pipeline penalties and other charges shall be attributed and assigned to the unauthorized gas used by the specific Interruptible Service customer.

All Unauthorized Gas Use Charge revenues billed to customers will be considered as gas cost recovery and will be used in the development of the Actual Cost Adjustment (ACA) factor of the Company's Purchased Gas Adjustment (PGA) Clause.

4. Minimum Monthly Charge. The Customer Charge.

5. Purchased Gas Adjustment.

Applicable to all metered and/or billed Ccf, pursuant to the provisions of Rider A - PGA Clause. The difference between the Interruptible Sales Total PGA factor and the Firm Sales Total PGA factor of Rider A shall apply to the monthly billed Assurance Gas Ccf. The Interruptible Sales Total PGA factor of Rider A shall apply to all of the monthly billed Ccf.

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INTERRUPTIBLE SERVICE RATE WITH AN ASSURANCE GAS OPTION

6. Payments.

Bills will be rendered at monthly intervals and are due and payable within ten (10) days from their date of mailing, which due date shall be considered the delinquent date for this rate classification. Pursuant to Section VIII.F. of Company's Rules and Regulations, any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.

7. Term of Contract.

Gas will be provided under this rate for a term of not less than one year. Said term shall continue on a year-to-year basis thereafter unless cancelled by either customer or Company in writing at least sixty (60) days prior to contract termination.

8. Tax Adjustment.

Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

* 9. Rate Application.

Gas delivery under this rate shall be interrupted when in the Company's sole judgment it is necessary to limit the Company's system sendout or when the gas supply is limited by other system operating restrictions. Any interruption of service will be performed in accordance with the Curtailment of Service Schedule contained in the Company's Rules and Regulations.

Assurance Gas will be billed by Company during all months of the year as the first gas through the meter up to the Assurance Gas level. All additional gas consumed each day shall be considered as Interruptible Gas during non-interruptible periods and as Unauthorized Gas during periods of interruption.

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INTERRUPTIBLE SERVICE RATE WITH AN ASSURANCE GAS OPTION

10. Rules and Regulations. Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

*11. Critical Day

A. Critical Day Declaration

A Critical Day may be declared by the Company for a specific area or the Company's entire gas system whenever, in the Company's sole judgment, one of the following conditions occurs or is anticipated to occur:

1. Company experiences failure of transmission, distribution, or gas storage facilities
2. Transmission or distribution system pressures or other unusual conditions that may jeopardize the operation of Company's gas system
3. Company's transportation, storage, or supply resources are being used at or near their maximum rated, tariff, or contractual limits
4. Any of Company's transporters or suppliers declares the functional equivalent of a Critical Day or force majeure conditions.

B. Unauthorized Use Related to Critical Days

Unauthorized Use Related to Critical Days shall mean the unauthorized use of Company-supplied gas on a critical day. If such unauthorized use of gas occurs, the Company shall charge the customer, and the customer shall pay a penalty for all unauthorized use as set forth in Section 3 herein.

**12. Discontinuation of Service

Regardless of the assessment of the aforementioned Unauthorized Gas Use Charge, the Company retains the right to terminate such unauthorized use by disconnecting the customer's service if necessary, including any Assurance Gas, to protect the reliability of service to other customers.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

1. Availability.

* This service schedule is available: 1) to all non-residential customers on a per meter basis and 2) to the premises of "Eligible School Entities," which are the eligible school entities as defined in Section 393.310 RSMo, 3) to the premises of eligible school entities as defined in Section 393.310 RSMo which were on sales service during the immediately preceding twelve (12) months ("New Eligible School Entities"). Such service is applicable to individual customers that can individually secure and arrange for the delivery of sufficient supplies of natural gas to the Company's designated city gate and to the Eligible School Entities and New Eligible School Entities that can do so through aggregate contracts negotiated by and through a not-for-profit school association. The Company will not provide this service to any customer who uses such gas primarily to heat premises that provides temporary or permanent living quarters for individuals, unless the customer demonstrates to the Company that it has contracted for primary firm capacity with the upstream supplying intrastate and/or interstate pipelines to meet the customer's peak needs, or unless the customer demonstrates to the Company that the customer has adequate and usable alternative fuel facilities to meet the customer's energy needs.

The "transportation customer" shall be responsible for the purchase and transportation of its gas needs to the Company's city gate which serves such customer.

The Company shall not sell gas to any of its transportation customers except as specifically provided for in this service classification.

*2. Monthly Customer, EGM and Volumetric Meter Reading Rates. (4)

	<u>Standard Transportation (1)</u>	<u>Large Volume Transportation (2)</u>
Customer Charge:	\$24.00	\$1,205.00 per month
Electronic Gas Meter (EGM) Charges (3):		
Administrative Charge:	\$40.00	\$40.00 per month
Meter Equipment Charge:	Section G. Miscellaneous Charges Sheet No. 20.1, as applicable.	
Transportation Charge:		
First 7,000 Ccf	27.77¢ per Ccf	27.77¢ per Ccf
All Over 7,000 Ccf	15.53¢ per Ccf	13.34¢ per Ccf
Aggregation and Balancing Charge:		
Eligible School Entities and New Eligible School Entities Only	0.40¢ per Ccf	0.40¢ per Ccf

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NATURAL GAS TRANSPORTATION SERVICE

- (1) A customer, at the date of its contract, whose annual transportation requirements are expected to be 600,000 Ccf or less.
- (2) A customer, at the date of its contract, whose annual transportation requirements are expected to be greater than 600,000 Ccf.
- * (3) Not applicable, to the individual meters of Eligible School Entities, and New Eligible School Entities as defined in paragraph 1. above, using less than one hundred thousand Ccfs annually.
- * (4) In addition to the charges contained herein all Eligible School Entities and New Eligible School Entities shall pay all costs necessary to ensure that the Company, its other customers and local taxing authorities will not have or incur any negative financial impact as a result of the natural gas aggregation program established by Section 393.310, RSMo.

Authorized Gas Use Charge:

All Ccf of Company-owned gas consumed by customer with authorization from Company during periods of non-interruption of any sales service will be billed at the applicable service area's firm sales service Purchased Gas Adjustment (PGA) factor plus 40%. The payment of the Authorized Gas Use Charge will be in addition to the above Customer, EGM and Transportation Charges. Company will not actively market the sale of Company-owned gas to transportation customers and will sell such gas only in response to the transportation customer's request. Authorized Use gas shall not be available to a transportation customer for more than twenty (20) days out of any calendar month.

Unauthorized Gas Use Charge:

- * All Ccf of Company-owned gas consumed by customer without authorization from Company, will be billed at the "Unauthorized Gas Use Charge". This charge shall be applicable to customers that are impacted by Critical Day and/or curtailment provisions. Company will provide Customer no less than two (2) hours advance notification before assessing Unauthorized Gas Use Charges. The payment of the Unauthorized Gas Use Charge will be in addition to all other charges specified in this rate. Regardless of the assessment of the Unauthorized Gas Use Charge, the Company retains the right to terminate such unauthorized use by disconnecting the customer's service if necessary to protect the reliability of service to other customers. Unauthorized Gas Use Charges shall be billed as follows:

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NATURAL GAS TRANSPORTATION SERVICE

Unauthorized Gas Use Charge:

- * 1) \$6.00 (six dollars) for each Ccf of unauthorized use, plus
- * 2) 150% (one hundred fifty percent) of the highest cost of gas purchased by the Company during the Unauthorized Gas Use Charge Period, plus
- 3) all intrastate and/or interstate pipeline penalties and other charges incurred by the Company which are attributable to a customer's unauthorized use.

All intrastate and interstate pipeline penalties and other charges shall be attributed and assigned to the unauthorized gas used by the specific transportation customer.

All Unauthorized Gas Use Charge revenues billed to customers will be considered as gas cost recovery and will be used in the development of the Actual Cost Adjustment (ACA) factor of the Company's Purchased Gas Adjustment (PGA) Clause.

- 3. Minimum Monthly Charge. The Customer Charge, EGM Administrative Charge and, as applicable, the EGM Meter Equipment Charge.
- * 4. Purchased Gas Adjustment.
All customers receiving transportation service will be subject to the provisions of the Company's PGA clause, Rider A. The ACA component of the Company's PGA clause shall be applicable to New Eligible School Entities for the first twelve (12) months of their participation in the gas aggregation program.
- 5. Payments.
Bills will be rendered at monthly intervals and are due and payable within ten (10) days from their date of mailing, which due date shall be considered the delinquent date for this rate classification. Pursuant to Section VIII.F. of Company's Rules and Regulations, any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.
- 6. Term of Contract.
Service hereunder shall be for a minimum period of one (1) year.

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NATURAL GAS TRANSPORTATION SERVICE

- * 7. Tax Adjustment.
Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to the customers under the jurisdiction of the taxing authority. For New Eligible School Entities participating in aggregate purchasing contracts, all applicable taxes shall be computed based on billed revenues determined under paragraph 2. above. Additional applicable taxes shall also be levied and computed based upon the total actual gas supply and capacity release costs incurred on behalf of each of the accounts within the group of individual New Eligible School Entities. Such additional taxes applicable to the latter accounts will be paid each month directly to the appropriate taxing authority by each school or by the school's agent.
8. Terms and Conditions.
- A. Transportation service under this schedule will be made available to customers upon request when the Company has sufficient distribution capacity to supply such service. If the Company determines that it does not have sufficient distribution capacity to provide the requested service it will, within 30 days of receiving a request for transportation service, provide to the customer requesting said service a written explanation of its capacity determination including a preliminary indication of changes to facilities necessary to effectuate such service, approximate cost to customer and time required to provide the requested service.
- B. Service under this schedule shall require execution of a Gas Transportation Service Contract ("Contract") between the Company and the customer requesting transportation service in a form similar to that contained in Section 11 below.
- * C. Service will be provided only after requisite contracts and authority have been obtained by the customer to transport gas to the Company's facilities. Eligible School Entities or New Eligible School Entities participating in the school natural gas aggregation program must make a written request for pipeline capacity release to the Company on or before close of business May 31, to be effective July 1, of each year, except where said entities have switched from Standard Transportation Service. The Company will release its firm interstate pipeline transportation capacity, at its actual capacity cost, from the applicable interstate pipeline directly to the school or to the agent acting on behalf of the school for this program. Such release will be for a minimum term of one year and will be performed in accordance with the capacity release procedures and policies contained in the applicable interstate pipeline's Federal Energy Regulatory Commission approved tariff. Such release will be provided on a recallable basis, but the Company will not recall such capacity unless requested by the school or by the school's agent.

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NATURAL GAS TRANSPORTATION SERVICE

- D. All volumes of gas transported hereunder shall be of compatible pipeline quality
- E. Gas delivered under this schedule shall not be resold by the customer.
- F. Except as otherwise provided herein, gas transported for all current and future customers hereunder shall be metered by an electronic recording device with remote monitoring features for the recording of the customer's daily gas usage and real time flow data. The Company will install and the customer will pay for said meter at the monthly charge indicated in Section G. Miscellaneous Charges, Sheet No. 20.1. In addition, the customer shall arrange and pay for the installation and monthly costs of a commercial telephone line and 120 volt AC electrical power source, at a location designated by the Company, to facilitate the remote interrogation of the electronic recording meter by the Company.
- G. In addition to collection of the rates and charges provided for in Section 2. above, the Company shall retain two percent (2%) of the quantities of natural gas received from the customer for reimbursement in kind from the customer for shrinkage or line losses.
- * H. Nominations
The following provisions shall be utilized by customers for nomination of customer owned gas:
 - (a) Customer's deliveries for any day shall not exceed one hundred fifty percent (150%) of customer's peak daily usage in the past 12 months.
 - (b) Customer may appoint a nominating agent, but customer retains responsibility for nominations as described herein.
 - (c) Nomination Deadlines
 - 1. Month Ahead: The customer or their designee shall enter each month's nomination in the Company's gas transportation system by no later than 11:30 a.m. CCT on the first business day prior to the first day of the calendar month for which gas is being nominated.
 - 2. Day Ahead: The customer or their designee shall enter changes to nominations in the Company's gas transportation system by no later than 11:30 a.m. on the business day prior to the effective date of any subsequent change in the nomination. Such change in nomination shall be subject to approval by the Company.

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NATURAL GAS TRANSPORTATION SERVICE

- * 3. Intra-Day: Customer desiring a change of nomination for transportation of customer-owned gas after the day-ahead deadline specified in 2) above shall notify Company by 4:00 p.m. CCT of the day, subject to confirmation by the pipeline. Company may accept such change to nomination if the Company determines in its sole discretion that such change to nomination will not adversely impact the operation of Company's gas system or adversely impact Company's purchase and receipt of gas for other service classifications. Intra-day nominations shall conform to Company's current gas transportation nomination form and must include customer's name, account number, MMBtu per day, nomination effective date, pipeline, pipeline contract number, shipper and contact information.
- * I. Daily Balancing and Cash-out of Customer-Owned Gas - Daily transportation gas receipts and deliveries shall be maintained in balance by the customer to the maximum extent practicable. Any daily imbalance which does occur, not related to a Critical Day, shall be subject to the terms and conditions of this Section. Should one of the interstate/intrastate pipelines serving the Company, elect to allow balancing on their system for any of the Company's transportation customers, the customer's actual metered volumes grossed up for system losses will be allocated by the Company directly to the applicable interstate/intrastate pipeline company.

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NATURAL GAS TRANSPORTATION SERVICE *

Group Balancing of Customer-Owned Gas - On or after October 1, 2004, Group Balancing will be available to an entity ("Group Manager"), under contract with the Company, who represents one or more Natural Gas Transportation Service customer accounts ("Customer Group") on Company's Natural Gas Transportation Service tariffs. Group Balancing is a service provided by the Company that allows a Group Manager to deliver gas to the Company, on an aggregated basis, for two or more accounts that comprise the membership in a Customer Group. The Customer Groups' metered locations must all be served by the same interstate pipeline.

Customer shall provide written notification, no later than ten (10) business days prior to the beginning of the month in which service is to begin, to the Company, of its intent that its account be managed by a Group Manager. Customer must also provide written notification, no later than ten (10) business days prior to the end of the month in which service is intended to be terminated, of its intent to terminate participation in a Customer Group. Notwithstanding the foregoing notifications, a Customer's account must stay in a Customer Group for a minimum of one (1) billing cycle.

The Group Manager shall enter into a contract with Company for service hereunder on a form, prescribed by Company, which shall include without limitation, terms and provisions addressing contract term, customer account information, nomination and curtailment procedures, billing and payment, security/creditworthiness assurances, assignment limitations, and notices.

The Customer Group will be considered as one customer for purposes of calculating the daily balancing and cash-out provisions of this Section I. The Group Manager will be billed and is responsible for any such imbalance, Unauthorized Use Charges, and all intrastate and/or interstate pipeline penalties and other charges incurred by the Company which are attributable to a Customer Group's unauthorized use. All other transportation service tariff charges will be billed to the individual customer accounts, including but not limited to Customer Charges, Transportation Charges, Administrative Charges, and where applicable, Meter Equipment Charges and Transportation Charge Adder.

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NATURAL GAS TRANSPORTATION SERVICE

- * Eligible School Entities or New Eligible School Entities, using less than one hundred thousand Ccfs annually, positive and negative imbalances will be netted and cashed-out on a monthly basis in accordance with the appropriate pricing provision under this Section I with the monthly PGA and the monthly average of the daily midpoint prices being used as the base for the determination of the cash-out imbalances.

- * A negative imbalance is created when the customer's gas nominated to the Company as adjusted by the loss factor is less than the quantities of gas used by the customer. A negative imbalance during periods of a Company Critical Day Notification will be considered unauthorized use and billed at the Unauthorized Gas Use Charge set forth in Section 2. herein.

A negative imbalance during other times will be considered balancing use and will be billed at the following tiers and referred to as the "Balancing Gas Use Charge":

- * Daily negative imbalances of 5% or less of nominations as adjusted by the loss factor will be billed at the greater of the applicable service area's firm sales service PGA factor or at the daily midpoint indexed commodity price as quoted in the publication "Platt's Gas Daily" for that date plus a transportation charge of \$0.150 per Ccf. Daily negative imbalances greater than 5% of nominations as adjusted by the loss factor will be billed at the greater of the applicable service area's firm sales service PGA factor plus 10% or at the daily midpoint indexed commodity price as quoted in the publication "Platt's Gas Daily" for that date plus a transportation charge of \$0.150 per Ccf.

- * A positive imbalance is created when the customer's gas nominated to the Company as adjusted by the loss factor exceeds the quantities of gas used by the customer. The Company will purchase positive imbalances at the following tiers:

- * Daily positive imbalances of 5% or less of nominations as adjusted by the loss factor will be purchased at the daily midpoint index commodity price as quoted in the publication "Platt's Gas Daily" for that date. Daily positive imbalances greater than 5% of nominations as adjusted by the loss factor will be purchased at ninety percent (90%) of the daily midpoint indexed commodity price as quoted in the publication "Platt's Gas Daily" for that date.

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NATURAL GAS TRANSPORTATION SERVICE

* The index to be used will be specific for each transportation customer account as follows:
"Panhandle Eastern Pipe Line Co. - Panhandle, Tx.-Okla."
"Texas Eastern Transmission Corp. - Texas Eastern, ELA"
"Natural Gas Pipeline Co. of America - NGPL, Texok Zone"

In the absence of such published "Platt's Gas Daily" index, the Company will determine, subject to Commission's review in Company's Actual Cost Adjustment (ACA) filing, a suitable replacement source for such daily market price information.

The daily negative and positive imbalance billings so calculated will be applied to the customer's monthly bill. Net payments to customer will be included in the Company's PGA Clause ACA computation as purchased gas costs and net payments to Company will be included as revenue recovery.

J. Except as specifically provided for herein, all of the Company's Rules and Regulations for natural gas service which are not in conflict herewith shall apply to service rendered hereunder.

K. A contract existing between the Company and a customer on February 18, 1998 may continue in effect as an executed transportation contract, to the extent its provisions are not superseded by or in conflict with the provisions of this tariff, until such contract expires by its terms or is replaced by an executed transportation contract. Such existing contracts will be assigned to the Standard Transportation Rate if deliveries to the customer during the preceding calendar year totalled 600,000 Ccf or less and to the Large Volume Transportation Rate if deliveries during such period totalled in excess of 600,000 Ccf. For customers who do not have gas usage history for the preceding calendar year, such existing contracts will be assigned the applicable transportation rate based on estimated or projected deliveries.

*Indicates Change.

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ISSUED BY T. R. Voss President & CEO St. Louis, Missouri
Name of Officer Title Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

NATURAL GAS TRANSPORTATION SERVICE

- * L. The Company shall have the right to interrupt, curtail or discontinue transportation service, in whole or in part at any time for reasons of force majeure or when in the Company's sole judgment, capacity or operating conditions so require, or it is desirable or necessary to make modifications, repairs or operating changes to its system. The Company shall provide customer such notice of the interruption, curtailment or discontinuance of service as is reasonable under the circumstances. The Company shall not discriminate between transportation and sales customers for purposes of determining the order and priority of interruption. The Company shall not be liable for and the customer shall indemnify the Company against and hold the Company harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any interruption, curtailment or discontinuance of transportation service invoked by the Company.
- **M. All transportation service is firm in nature. If the Company's local distribution system capacity is inadequate to meet all of its demands for service, the services supplied under this schedule will be curtailed in accordance with the Curtailment of Service Schedule contained in the Company's Rules and Regulations.
- *9. Rules and Regulations. Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

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NATURAL GAS TRANSPORTATION SERVICE

*10. Critical Day.

A. Critical Day Declaration:

A Critical Day may be declared by the Company for a specific area or the Company's entire gas system whenever, in the Company's sole judgement, one of the following conditions occurs or is anticipated to occur.

1. Company experiences failure of transmission, distribution, or gas storage facilities
2. Transmission or distribution system pressures or other unusual conditions that may jeopardize the operation of Company's gas system
3. Company's transportation, storage, or supply resources are being used at or near their maximum rated, tariff, or contractual limits
4. Any of Company's transporters or suppliers declares the functional equivalent of a Critical Day or force majeure conditions

B. Unauthorized Use Related to Critical Days:

Unauthorized Use Related to Critical Days shall mean the unauthorized use of Company-supplied gas on a Critical Day. If such unauthorized use of gas occurs, the Company shall charge the customer, and the customer shall pay a penalty for all unauthorized use as indicated below.

If the Company declares a Critical Day for its gas system or for a specific area of its gas system and Customer or Customer Group has an imbalance on such Critical Day in the same direction as an imbalance for Company's gas system or area thereof that results in the Company incurring penalties or fees for the day from one or more pipelines, customer or Customer Group may be billed Unauthorized Gas Use charges set forth in Section 2 herein.

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NATURAL GAS TRANSPORTATION SERVICE

* C. Critical Day Notification:

The Company shall give notice to all Natural Gas Transportation Service customers impacted by the Critical Day of all Critical Day periods. Where feasible, notice shall be provided to the customer once Company receives such notice from the pipeline. The notice shall specify the expected duration of the Critical Day period. The means by which notification is given, whether by phone, fax, electronic mail, or some other means, shall be at the Company's option. Each holder of a Contract shall provide notification information, which may include but is not limited to a telephone number, fax number, or e-mail address, by which to receive notice on a 24-hour basis. The customer shall be deemed to have received notice upon issuance of the notice to the customer by the Company. The customer shall be deemed to have received notice if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received.

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NATURAL GAS TRANSPORTATION SERVICE

*11. Form of Natural Gas Transportation Agreement

** **THIS AGREEMENT**, made and entered into this ____ day of _____, 20__, by and between *UNION ELECTRIC COMPANY*, a Missouri corporation, its successors or assigns, hereinafter referred to as "Company," and the Transportation Customer, _____, a _____ corporation with a facility in _____, Missouri, its successors or assigns, hereinafter referred to as "Customer,"

WITNESSETH:

WHEREAS, Company owns and operates facilities for the distribution and sale of natural gas to Customer's premises; and

WHEREAS, Customer is entering into contracts for the purchase of natural gas for its own use from producers, marketers or from other suppliers and is arranging for the delivery of said gas to Company at one of its city gate stations; and

WHEREAS, Customer desires to contract with Company for the transportation of said gas through the distribution mains and pipes of Company to Customer's premises; and

WHEREAS, Company has agreed to the said request for transportation and Customer has agreed to transportation service from Company, subject to the terms and conditions of Company's Missouri Public Service Commission (Commission) approved Natural Gas Transportation Service tariffs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, both Company and Customer agree as follows:

ARTICLE I - SERVICE AND RATES

Company agrees to receive and transport for Customer's account quantities of natural gas up to a Maximum Daily Quantity (MDQ) of ____ Ccfs per day, plus a quantity of gas for Shrinkage or Line Losses as provided for in Article III below. Customer agrees to pay Company for all services provided under this Agreement at the applicable rate and other charges specified in Company's Commission approved Natural Gas Transportation Service tariffs, as the same may be revised from time to time.

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NATURAL GAS TRANSPORTATION SERVICE

*

ARTICLE II - TERMS AND CONDITIONS

This Agreement in all respects shall be and remain subject to the terms and conditions of Company's Commission approved tariffs, including without limitation its applicable rates, service classifications, riders and general rules and regulations, all of which are by this reference made a part hereof. This Agreement, including Company's Commission approved tariffs, shall be subject at all times to review, control, modification and regulation by the Commission in accordance with law.

Customer agrees that Company shall have the unilateral right to file with the Commission or any other appropriate regulatory authority and make changes effective in Company's Commission approved tariffs applicable to the service rendered hereunder. Company agrees that Customer may protest or contest such filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE III - LINE LOSSES

In addition to collection of the rates and charges provided for in Article I above, Company shall retain the applicable percentage provided pursuant to Company's Commission approved tariffs of the quantities received from Customer hereunder, for reimbursement in kind from Customer for shrinkage or line losses.

ARTICLE IV - TERM

** This Agreement shall be effective for one (1) year and shall be automatically renewed in increments of one (1) year. Termination of this agreement is subject to the Company's Commission approved tariffs.

Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by Company's Commission approved tariffs shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

ARTICLE V - DELIVERY POINTS

Customer will provide for delivery to Company of the volumes of natural gas to be transported at the city gate station on the distribution system of Company which serves Customer's premises, and Company shall deliver said volumes of gas to the outlet side of the Company meter at Customer's premises. In cases where Customer is served from a "Main Line Tap," the outlet of the city gate meter and Company delivery to Customer may be one and the same. Gas transported hereunder will be delivered to Company in the state of Missouri.

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**Indicates Change.

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*

ARTICLE VI - BILLING

All matters relating to billing, including, but not limited to, late payment charges and termination of service for nonpayment, shall be governed by Company's Commission approved tariffs regarding transportation service and applicable sales service.

ARTICLE VII - VOLUME OF GAS AND MEASURING EQUIPMENT

The volume of gas delivered to Customer will be that measured by the Company's meter at Customer's premises. It is Customer's responsibility to purchase or otherwise have delivered to its upstream transporter(s) sufficient quantities of gas to provide for the delivery through Company's meter. For all transport gas passing through Company's meter, 1000 CF and 1 dekatherm shall be considered equal.

Company will not be a party to solving disputes which arise between Customer, its upstream transporter(s), producers, marketers, or others, or agents of any of the above parties. Customer will be responsible for providing Customer's upstream transporter(s), producers, marketers, or others, any notices which are required by their contract for gas and delivery service.

Company reserves the right to provide a billing based on estimated quantities of gas delivered to Customer if a breakdown or other difficulty with metering equipment should occur.

Company is not in any way responsible for quality or quantity of gas delivered by a producer, marketer or other supplier to Customer's upstream transporter(s), and makes no warranties of any kind, express or implied, in such regard.

ARTICLE VIII - QUALITY AND PRESSURE OF GAS DELIVERED FOR TRANSPORTATION

The gas delivered by a producer or supplier to Company for transportation to Customer shall at all times be merchantable gas continuously conforming to the specifications applicable to gas delivered to Company by Customer's upstream transporter(s). Company shall have the right to refuse delivery of any gas not conforming to those specifications.

Delivery pressures to Customer shall be consistent with those presently provided for in Company's Commission approved tariffs. The maintenance of delivery pressure shall be subject to the demands of firm sales customers of Company being served at any particular time.

Company recognizes that the gas delivered to Customer will be commingled with other gas owned by Company. Therefore, to the extent gas delivered to Customer is not the same gas received by Company for transportation hereunder, the Company warrants that such gas will meet the Company's quality standards for gas sold to Customer under the Company's applicable Commission approved rate tariffs.

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NATURAL GAS TRANSPORTATION SERVICE

*

ARTICLE IX - TITLE TO GAS

It is understood and agreed by the parties that in the performance of this Agreement, Company is engaged in a transportation service only and that ownership of the gas transported will at all times remain vested in Customer.

Customer hereby warrants its title to all gas delivered to Company hereunder and that such gas shall be free and clear from all liens, claims, and encumbrances whatsoever.

Company shall have no liability or responsibility for control of the gas to be transported until it is received by the Company from Customer's upstream transporter(s) at the point of interchange between the Company and Customer's upstream transporter(s). From such point, said gas shall be in the exclusive control of Company until redelivered to Customer's premises and Company shall be solely responsible for loss of (except as otherwise provided herein with respect to line losses or shrinkage), and damage caused by said gas.

ARTICLE X - LIABILITIES

Each party hereto assumes full responsibility and liability for its negligence in the operation of facilities owned by it or otherwise in connection with the purchase and/or transportation of gas. If gas service is discontinued by Customer's supplier for whatever reason, Customer agrees to waive with respect to Company any loss, claim, damage, or expense that Customer may incur by reason of such discontinuance.

ARTICLE XI - REPRESENTATIONS

Customer represents and warrants that if it uses natural gas primarily to heat a premise that provides temporary or permanent living quarters for individuals that: (i) it has contracted for primary firm capacity with the upstream supplying intrastate and/or interstate pipelines to meet Customer's peak needs or (ii) it has adequate and usable alternative fuel facilities to meet Customer's energy needs. In connection with representation (i) above, Customer agrees to provide Company copies of all of its contract(s) for primary firm upstream transportation capacity. Customer agrees to permit Company to inspect Customer's premises to verify its compliance with representation (ii) above. These representations and warranties shall survive the execution and delivery of this Agreement and shall continue in force throughout the term of this Agreement.

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*

ARTICLE XII - NOTICES

Any notice or notices given by either party under the terms of this Agreement shall be sent by certified mail to the following addresses:

** To Company: Union Electric Company

Attn: _____
Customer Services-Advisor

Customer:

or to such other addresses as either party may from time to time designate in writing.

The parties agree to notify the other of the name and address of the person or persons authorized to act for the party in respect to the routine operating matters under this Agreement and routine operating requests, reports, billings, and other matters of a routine nature shall, upon such notification, be directed to the persons so designated.

IN WITNESS WHEREOF, the parties hereto, in consideration of the agreements contained herein, have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

UNION ELECTRIC COMPANY

CUSTOMER

By _____

By _____

Title: _____

Title: _____

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**Indicates Change.

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President & CEO

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ALTERNATIVE FUELS - TRANSPORTATION SERVICE

Company may charge any transportation customer which has an alternative energy source available to it a Transportation Charge lower than that specified in the Transportation Service rate. The Transportation Charge may be reduced by an amount up to but not exceeding the difference between the total cost of the gas to be transported and the total cost to the customer of the alternative energy, but in no event, will the average Transportation Charge be less than 4¢ per Ccf. An alternative energy source is one that does not require the use of Company's gas pipeline system.

The right to charge a lower Transportation Charge shall be exercised on a case-by-case basis at the sole discretion of the Company without Commission approval. Said right may be exercised only if the customer certifies to the Company (in a form acceptable to the Company) the following: (i) that it has operational, on-site alternative energy capability; (ii) without the Company's lower Transportation Charge, it would utilize the alternative energy source; (iii) the total cost of alternative energy; and (iv) the total unit cost of gas to be transported.

Transportation Service will be provided by the Company at the lower rate for a period not to exceed six (6) monthly billing periods subject to the right of the Company, exercised in accordance with this tariff, to extend said rate or a recalculated rate for an additional period or periods of up to six (6) monthly billing periods each. The Company may accept customer's certification provided above in extending any lower rate for subsequent six (6) month periods.

- * All Rolla System customer's Special Contracts will be grandfathered as of the effective date of this tariff to the existing expiration date of customer's Special Contract, if the customer wishes to do so. Subsequent renewal applicability will be reviewed thereafter under the provisions herein.

Ratemaking treatment of any reduced transportation charges may be reviewed and considered by the Commission in subsequent rate proceedings.

Rules and Regulations. Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

* Indicates Addition.

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SPECIAL CONTRACT RATES - TRANSPORTATION SERVICE

Company may, in instances where it faces bypass from interstate or intrastate pipelines, enter into special transportation rate contracts with industries or other large consumers on such terms and conditions as may be agreed upon by the parties and which, in the Company's sole discretion, are deemed necessary to retain services to an existing customer or, to reestablish service to a previous customer or to acquire new customers. The rates agreed upon by Company and customer shall not exceed the maximum transportation charges nor be less than 1.0¢ per Ccf. All executed contracts shall be furnished to the Commission staff and the Office of Public Counsel and shall be subject to the Commission's jurisdiction.

- * All Rolla System customer's Special Contracts will be grandfathered as of the effective date of this tariff to the existing expiration date of customer's Special Contract, if the customer wishes to do so. Subsequent renewal applicability will be reviewed thereafter under the provisions herein.

The right to charge a lower Transportation Charge shall be exercised on a case-by-case basis at the discretion of the Company without Commission approval. Said right may be exercised only if the customer certifies to the Company (in a form acceptable to the Company), and the Company is convinced that: (i) bypass of Union Electric by an intrastate or interstate upstream pipeline is imminent; (ii) without the Company's lowering the Transportation Charge, the customer will bypass Union Electric; and (iii) the rate flexed is prudent given the level of customer's total cost to bypass.

Ratemaking treatment of any flexed Transportation Charges will be reviewed and considered by the Commission in subsequent rate proceedings.

Rules and Regulations. Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.

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MISCELLANEOUS CHARGES

*A. Service Pipe Charges(1)

Sheet No. 50 Paragraph B - \$260.00 per connection (tap), plus \$4.30 per foot for all footage in excess of sixty (60) feet on customer's property. If for engineering reasons, the Company selects a route which results in more footage than the normal route to customer's meter, then the lesser distance shall be utilized for footage charges, if any.

*B. Service and Meter Relocations(1)

Sheet No. 51 Paragraph E and Sheet No. 55.1-
Residential - \$260.00 per connection (tap), plus \$8.50 per
foot for all service pipe being relocated.

Meter relocation only - \$260.00

Non-Residential - Individual project estimated cost

C. Meter Testing Charges

Sheet No. 54 Paragraph F - Meters less than 500 cfh. (at ½
inch water column pressure drop) \$65.00 per meter. Meters
greater than 500 cfh. (at ½ inch water column pressure drop)
\$150.00 per meter

*D. Reconnection Charges per Connection Point

Sheet Nos. 5 and 68, Par. H-1 (Disconnection & Reconn.) \$70.00

E. Returned Check Charge

A charge of \$10.00 shall be assessed for any check submitted
to the Company for payment for each occurrence where such
check has been returned to the Company unpaid.

- (1) Service pipe installations are based on normal pre-development and unobstructed conditions. Additional costs due to changes in surface conditions, unanticipated subsurface conditions or anticipated subsurface conditions (rock and underground conflicts) will be charged to the customer.

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MISCELLANEOUS CHARGES

G. Electronic Gas Meter (EGM) Equipment Charge

Sheet No. 10 Paragraph 2, Sheet No. 12 Paragraph 3 and Sheet No. 13 Paragraph F. - This EGM Meter Equipment Charge shall apply to transportation customers who enter into contracts with the Company for transportation service to be provided under the Company's Natural Gas Transportation Service tariff commencing after November 1, 2000.

Gas transported under the Natural Gas Transportation Service tariff shall be metered by an electronic recording device with remote monitoring features for the recording of the customer's daily gas usage and real time flow data. The transportation customer will pay the Company a monthly per meter charge for said metering as follows:

EGM Meter Equipment Charge.....\$21.00 per meter per month

*H. Customer Benefit Projects

Where work is done by Company on Company and/or customer facilities for the benefit and/or convenience of the customer/customer designees, the costs of such nonstandard service shall be billed to customer on the basis of Company's cost quotation agreed to by customer prior to starting project. Such "Customer Benefit" work shall include, but not be limited to, temporary service for construction sites, service calls and cost estimates for new business extensions which in the Company's determination will require excessive time to prepare for the customer. When any advance payments are collected prior to starting a project to be based on actual costs, any over payment will be refunded to payee.

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President & CEO
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P.S.C. Mo. No. 2

1st Revised SHEET No. 20.18

Cancelling P.S.C. Mo. No. 2

Original SHEET No. 20.18

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Name of Officer Title Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

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TABLE OF CONTENTS

RIDERS

<u>RIDER</u>		<u>SHEET NO.</u>
A	Purchased Gas Adjustment Clause	22
* B	Purchase Gas Adjustment Transition Mechanism	33

*Indicates Addition.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

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RIDER A
PURCHASED GAS ADJUSTMENT CLAUSE

*** APPLICABILITY**

The Purchased Gas Adjustment (PGA) Clause applies to all sales and transportation services provided under all natural gas rate schedules and contracts, including sales to transportation customers. The PGA Clause will be implemented separately for each portion of the Company's service area to which natural gas is transported exclusively by a different interstate pipeline company (hereinafter identified from time to time by reference to "Panhandle Eastern", "Texas Eastern", and "Natural Gas Pipeline"). Effective November 1, 2007 the Company will consolidate and implement a single PGA for all of the Company's service areas. In addition, the Company's Rolla System (consisting of Owensville, Rolla and Salem service areas) has an incremental PGA. For purposes of this clause, the term "cost of gas" shall be as defined under Section I.B.

Any increase or decrease in any PGA factor, including the Actual Cost Adjustment (ACA) factor, resulting from the application of this Rider A, shall be applied prorata to customers' bills for service rendered on and after the effective date of the change. Bills which contain multiple PGA rate changes, including the ACA component of such rate changes, during a customer's billing period shall be prorated between the old and new rates in proportion to the number of days in the customer's billing period that such rates were in effect.

I. PURCHASED GAS COST ADJUSTMENT

A. Filing of the PGA

The Company shall be allowed to make up to four (4) PGA filings during each calendar year. One such filing will be effective in November of each year, but no more than one PGA filing shall become effective in any two consecutive calendar months unless specifically ordered by the Commission. Such PGA filings shall be made at least ten (10) business days prior to their effective dates.

All PGA filings shall be accompanied by detailed work-papers supporting the filing in an electronic format. Sufficient detail shall be provided so the level of hedging that is used to develop the gas supply commodity charge for the PGA factor can be determined.

B. Contents of PGA Filings - When proposing revisions to its filed PGA factors, the Company shall file PGA tariff sheets with the Commission for approval which consist of:

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RIDER A

PURCHASED GAS ADJUSTMENT CLAUSE

* The Regular Purchased Gas Adjustment (RPGA) Factor - A ¢/Ccf factor to reflect the current estimate of the annualized cost of various natural gas services purchased by the Company, including but not limited to firm and interruptible gas supply, gathering services, firm and interruptible transportation service, storage services, gas price volatility mitigation instruments, including but not limited to, financial instruments, and any service which bundles or aggregates these various services.

The Actual Cost Adjustment (ACA) Factor - A ¢/Ccf factor to reflect the annual reconciliation of actual purchased gas and pipeline service costs with the actual recovery of such costs through the application of this Rider A. Revised ACA factors shall be filed with the PGA filing to be effective in November of each year.

In addition, in any PGA filing, the Company may include a rate adjustment, hereinafter referred to as the "PGA Filing Adjustment Factor (FAF), not to exceed five cents (5.0¢) per Ccf which is designed to refund to, or recover from customers any over or under recoveries of gas costs that have accumulated since the Company's last ACA filing.

For the purpose of the computations herein, the cost of gas recoverable through the RPGA and ACA shall include:

- a) The cost of any liquid or gaseous hydrocarbons purchased for injection into the gas stream;
- b) Gathering, transportation and storage costs related to such liquid or gaseous hydrocarbons;
- c) Costs associated with mitigating price volatility in the Company's gas supply portfolio, including but not limited to, financial instruments; and
- d) All other costs associated with the purchase, transportation and/or storage of natural gas under a rate, tariff or contract subject to regulation by the Federal Energy Regulatory Commission (FERC) or successor agency including, but not limited to, costs billed as take-or-pay and transition charges.

As used in this Rider, the following definitions shall apply:

"filing month" - the month in which a RPGA or ACA is determined by the Company and filed with the Commission;

"base period" - the first twelve (12) of the thirteen (13) months immediately preceding the filing month;

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RIDER A
PURCHASED GAS ADJUSTMENT CLAUSE

"firm sales" - the sales associated with the Company's Residential, General Service, and Interruptible (Assurance Gas) rate classifications;

***II. DETERMINATION OF REGULAR PURCHASED GAS ADJUSTMENT (RPGA)**

The RPGA will be determined in accordance with the following:

A. Commodity-Related Charges

The commodity-related charges shall include but not be limited to producer gas supply commodity charges, pipeline transmission and gathering commodity charges, expected costs or cost reductions to be realized for the entire applicable period, storage withdrawals, gas purchases under fixed-price contracts, and the Company's cost of gas price volatility mitigation instruments, including but not limited to, financial instruments, except for call options for which only cost reductions expected to be realized during the months covered by the Company's PGA filing shall be reflected. A commodity-related per unit ¢/Ccf factor shall be determined by dividing commodity-related costs by total sales volumes during the base period.

- * One hundred percent (100%) of Missouri Gas Company's commodity-related costs shall be excluded from the PGA factor determination and included in the incremental PGA factor developed solely for the Company's Rolla System. The divisor for the commodity-related costs in the Panhandle Eastern PGA factor prior to November 1, 2007 and in the single PGA factor on and after November 1, 2007, shall include the sales volumes of the customers located in the Rolla System. The divisor for the commodity-related costs in the incremental PGA factor shall only include the sales volumes of the customers located in the Rolla System.

B. Demand-Related (Capacity, Reservation, Space, Deliverability) Charges

For the purpose of the computations herein "demand-related" shall mean gas costs relating to fixed pipeline transportation and storage charges, fixed gas supply charges, and other FERC-authorized fixed charges.

1. Purchased Gas

For each natural gas supply purchased during the base period multiply the number of units of demand purchased during the base period by their respective charge(s) in effect on the first day of the filing month and divide by firm sales volumes during the base period.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RIDER A
PURCHASED GAS ADJUSTMENT CLAUSE

* One hundred percent (100%) of Missouri Gas Company's demand-related transportation costs shall be excluded from the PGA factor determination and included in the incremental PGA factor developed solely for the Company's Rolla System. The divisor for the demand-related costs in the Panhandle Eastern PGA factor prior to November 1, 2007 and for the single PGA factor on and after November 1, 2007 shall include firm sales volumes of the customers located in the Rolla System. The divisor for the demand-related costs in the incremental PGA factor shall only include firm sales volumes of the customers located in the Rolla System.

C. Other Costs of Gas

The total amounts of any costs, different from those referred to above, associated with the supply, transportation and/or storage service of natural gas during the base period under a rate, tariff or contract subject to regulation by the FERC or successor agency, divided by total sales and/or transported volumes, as applicable, during the base period. These costs include, but are not limited to, costs billed as take-or-pay and transition charges.

D. Determination of Class RPGA Factors

The RPGA factor for the firm sales rate classifications of natural gas service shall be calculated by summing the factors determined in Sections II.A. through II.C. above.

The RPGA factor for the interruptible sales rate classification of natural gas service shall be calculated by summing the factors determined in Sections II.A., II.B.4., and II.C. above plus 1.25¢ per Ccf.

The RPGA factor for the transportation rate classification shall be as calculated in Section II.C. above.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RIDER A
PURCHASED GAS ADJUSTMENT CLAUSE

III. ACTUAL COST ADJUSTMENT (ACA) ACCOUNT:

- * An ACA account shall be maintained for the Company's service area to which natural gas is transported exclusively by a different interstate pipeline company. Effective September 1, 2007 the Company will implement a single ACA for all the Company's service areas. In addition, a separate incremental ACA will be maintained for the Company's Rolla System. Said account shall be credited by the amount of any gas costs recovered through the action of this Rider in excess of actual gas costs incurred by the Company, and debited by the amount of any such recovered gas costs which is less than actual gas costs incurred by the Company. Such reconciliation of gas costs incurred and recovered shall be for the twelve (12) month period ending with August of each year, as defined herein.

- * Such excess or deficiency in total gas cost recovery for each sales rate classification and transportation rate classification shall be determined by a monthly comparison of the actual cost of gas for each month, including the prior period's ACA balance to the gas cost revenues recovered for the corresponding revenue month.
 1. Demand-related costs applicable to "Purchased Gas" supply service, "Purchased Seasonal/Peaking Storage" service, "Supplemental Gas" service and "Transportation" of peaking storage service shall be allocated to the firm sales rate classifications.
 2. Demand-related costs applicable to pipeline "Transportation" service and "Purchased Balancing Storage" service shall be allocated to firm sales and interruptible sales rate classifications. The interruptible sales customers will be allocated a portion of such "Transportation" demand costs. The balance of demand costs will then be allocated to the firm sales rate classification.

- * One hundred percent (100%) of Missouri Gas Company's demand-related transportation costs shall be excluded from the ACA factor determination and included in the incremental ACA factor developed solely for the Company's Rolla System .

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RIDER A
PURCHASED GAS ADJUSTMENT CLAUSE

- *3. Commodity-related costs applicable to "Purchased Gas" supply service, "Purchased Seasonal/Peaking Storage" service, "Purchased Balancing Storage" service and "Transportation" service shall be allocated to each sales rate classification based on the ratio of each such classes' respective actual sales to the sum of total sales for the related revenue month.
- * One hundred percent (100%) of Missouri Gas Company's Commodity-related costs shall be excluded from the ACA factor determination and included in the incremental ACA factor developed solely for the Company's Rolla System .
4. "Other Cost of Gas" incurred shall be allocated as applicable to each sales rate classification and transportation rate classification based on the ratio of each such classes' respective actual sales and transported volumes to the sum of such sales and transported volumes for the related revenue month.
- *5. Any refunds which the Company receives in connection with natural gas services purchased, together with any interest included in such refunds, will be refunded to the Company's applicable customers unless otherwise ordered by the Commission. Such refunds shall be credited to the ACA account in the month received and shall be a part of the overall ACA interest calculation.
- The refund amount will be allocated to each firm sales, interruptible sales and transportation rate classification based upon the same allocation of such costs as calculated during the base period in Section II. herein.
- *6. The total gas cost recovered each month shall be equal to the product of the billed Ccf of each rate classification times the sum of the applicable RPGA and ACA factors plus Rider B amounts. The RPGA factor will include, if applicable, the FAF factor.
7. For the ACA period ending with August of each year, the aggregate excess or deficiency in gas cost recovery as described above shall be accumulated to produce a cumulative balance of excess or deficiency of gas cost recovery by sales and transportation rate classifications. ACA factors shall be computed by dividing these cumulative balances by the estimated sales and transportation volumes during the subsequent twelve-month billing period of November - October, for each of the sales and transportation rate classifications. All actual ACA revenue recovered shall be debited or credited to the appropriate monthly balance of the ACA account.

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NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RIDER A PURCHASED GAS ADJUSTMENT CLAUSE

- * The divisor for the Panhandle Eastern ACA factor, shall include the estimated sales volumes of the customers located in the Rolla System prior to November 1, 2007 and the single PGA factor on and after November 1, 2007. The divisor for the incremental ACA factor shall only include the estimated sales volumes of the customers located in the Rolla System .
- *8. For each month during the ACA period and for each month thereafter interest, at a simple rate equal to the prime bank lending rate (as published in the Wall Street Journal on the first business day of the following month), minus two (2) percentage points (but not less than zero) shall be credited to customers for any over-recovery of gas costs or credited to the Company for any under-recovery of gas costs. Interest shall be computed based upon the average of the accumulated beginning and ending monthly ACA account balances. The Company shall maintain detailed work-papers that provide the interest calculation on a monthly basis.
- *9. These ACA factors shall be rounded to the nearest 0.01¢/Ccf and applied to billings of each applicable sales and transportation rate classification, commencing in November of each year, and shall remain in effect until superseded by subsequent ACA factors calculated according to this provision.

Effective September 1, 2007, the Company will implement a single ACA.

The Company will take all reasonable actions to achieve de minimus ending balances for the September 1, 2006 through August 31, 2007 ACA period.

In the event any of the ACA balances reflect an underpayment by the sales customers that is not de minimus, that amount will be recovered through a bill surcharge. However, if any of the ACA balances reflect an overpayment, that amount shall be credited back to sales customers in a bill credit. The following levels will be considered de minimus:

- a. PEPL - a balance of no more than \$1 million,
- b. TETCO - a balance of no more than \$200,000; and
- c. NGPL - a balance of no more than \$20,000.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RIDER A
PURCHASED GAS ADJUSTMENT CLAUSE

- *10. The Company concurrently with its annual ACA filing, shall:
- (a) Provide all documentation necessary to reconcile the Company's actual gas costs with its billed revenue. Provide all documentation of all natural gas purchases (commodity, demand or reservation charges or other charges) to support that the claimed costs are properly attributed to the ACA period and that the pipelines, natural gas suppliers, and any other vendors have charged or invoiced the Company for the volumes nominated and received at the proper rates.
 - (b) Provide all documentation to support decisions made at the time of the Company's natural gas supply planning, capacity planning, purchasing practices, and operating decisions for the ACA period.
 - (c) Provide documentation of the financial impact on customers of the Company's decisions regarding its gas supply, transportation and storage contracts.
 - (d) Provide copies of all contracts in effect at any time during the ACA period. Include copies of all contracts related to the procurement of natural gas including but not limited to transportation, storage, and supply contracts and all schedules and exhibits and letter agreements related to gas procurement, gas costs and/or gas constraints.
 - (e) The documentation provided shall include fully functioning electronic spreadsheets. The term "document(s)" includes publication of any format, workpapers, letters, memoranda, notes, reports, analyses, computer analyses, test results, studies or data, recordings, transcriptions and printed, typed electronic or written materials of every kind in Company's possession, custody or control or within Company's knowledge.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

RIDER B
PURCHASED GAS ADJUSTMENT TRANSITION MECHANISM

- * The Company shall have a state-wide single Purchased Gas Adjustment (PGA) rate for all districts, beginning November 1, 2007. A PGA Transition Mechanism is being applied to balance historical price differentials in gas commodity costs between the systems in order to transition into a single PGA. The PGA Transition Mechanism is applied to bills for sales customers served by Panhandle Eastern Pipeline (PEPL), Texas Eastern Transmission Corporation (TETCO), and Natural Gas Pipeline of America (NGPL) pipelines as a charge or credit. PEPL customers will each receive a \$0.50 per month credit on their bill. TETCO customers will each pay a \$2.55 per month charge on their bill. NGPL customers will each pay a \$0.00 per month charge on their bill. The PGA Transition Mechanism will continue until the Company receives approval by the Commission to change or terminate the PGA Transition Mechanism.

The PGA Transition Mechanism will be effective on and after November 1, 2007 in conjunction with the single PGA.

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ISSUED BY T. R. Voss President & CEO St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

	<u>Sheet Numbers</u>
*VI. <u>Customer's Installation</u>	
A. Installation Standards	52
B. Customer Responsibility	52
C. Unsafe Conditions	52
VII. <u>Measurement of Service</u>	
A. Specifications	53
B. Number of Meters	53
C. Multiple Occupancy Buildings	53
D. Company Property Restrictions	53
E. Customer Liability	53
F. Meter Testing	54
G. Billing Adjustments	54
H. Minimum Billing Adjustment	55.1
I. Meter Relocations at Customer Request	55.1
VIII. <u>Billing Practices</u>	
A. Monthly Billing Periods	56
B. Inaccessible Meters	56
C. Estimated Bills For Full Billing Periods	56
D. Estimated Initial and Final Bills	57
E. Budget Billing Plan	57
F. Late Payment Charge	59
G. Abnormal Operations	59
H. Partial Payments	59
IX. <u>Resale of Service</u>	60
X. <u>Deposit Practices</u>	
A. Residential Customers	61
B. Non-residential Customers	62
C. General Provisions	62
XI. <u>Disconnection and Reconnection of Service</u>	
A. Reasons for Disconnection of Service	64

*Indicates Reissue.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 20, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri

Name of Officer
Title
Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

	<u>Sheet Numbers</u>
XI. <u>Disconnection and Reconnection of Service</u> (Cont'd.)	
B. Notice of Intent to Disconnect Service	64
C. Residential Customer Contact and Notice of Disconnection	66
D. Disconnection Hours	66
E. Delay of Disconnection for Medical Reasons	66
F. Avoidance of Disconnection of Service	66
G. Disconnection of Service Without Prior Notice	67
H. Reconnection of Service	68
XII. <u>Curtailment of Service Schedule</u>	
A. Priorities of Service	69
B. Unauthorized Use Charges	69.2
* C. Relief From Liability	69.2
** D. Right to Purchase Gas Owned by Transportation Customers	69.3
XIII. <u>Integrity of Service</u>	
A. Detrimental Customer Loads	70
B. Intermittent or Fluctuating Customer Loads	70
C. Installation of Corrective Equipment by Company	70
XIV. <u>Regulatory Authorities</u>	71
XV. <u>Pilot Programs</u>	72
XVI. <u>Promotional Practices</u>	
A. Experimental Weatherization program	75
B. Energy Efficient Natural Gas Rebate Program	78
XVII. <u>Variances</u>	
A. Voluntary Electronic Bill Rendering and Payment Program	90
*Indicates Change. **Indicates Addition.	

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 20, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri

Name of Officer
Title
Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

II. Characteristics of Service Supplied

- * Gas service is supplied by Company as natural gas or equivalent with a nominal heating content of 1000 BTU per cubic foot and at a pressure of approximately seven inches of water column. Gas service at pressures in excess of seven inches of water column may be supplied at the option of the Company. If a request for pressure by the customer in excess of seven inches of water column is approved by the Company, the excess facilities charge per Section V.-Installation of Service Pipe will apply and be billed to the customer upon completion of the installation.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

III. General Provisions

* A. Application for Service

Any customer requesting gas service within Company's authorized service area will provide Company with appropriate information regarding the quantity and characteristics of the anticipated gas consumption and location of the premises to be served. Appropriate personal customer identification may be required at the request of the Company. When interruptible or transportation service is requested, a written agreement between customer and Company shall specify the gas service to be provided, the rate schedule applicable for such service and the minimum term during which service will be supplied by Company and consumed and paid for by customer. All gas service will be supplied subject to the provisions of the Company's tariffs applicable to the service requested and these Rules & Regulations, provided customer agrees to the use of the service supplied by Company for the minimum term specified in the tariff applicable to customer's gas service. Customers desiring gas service for periods less than the term specified in the applicable tariff may contract for such service under Company's applicable rate provided customer pays to Company in advance, the total cost of new or existing facilities, the total estimated cost of installation, connection, disconnection and removal of all facilities necessary for such service, less the estimated salvage value of any recoverable facilities.

The Company shall not be required to commence supplying service to a customer, or if commenced the Company may terminate such service, if at the time of application such customer or any member of his household (who have both received benefit from the previous service) is indebted to the Company for the same class of

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ISSUED BY T. R. Voss President & CEO St. Louis, Missouri
Name of Officer Title Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

III. General Provisions (Cont'd.)

** service previously supplied at such premises or any other premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made.

* Application for firm system gas service to new General Service sales customers with an annual load exceeding 40,000 Ccf will be granted only if sufficient gas supplies, storage availability and/or pipeline capacity exists. If one or more of these parameters are insufficient, customer, at Company's discretion, may be granted service subject to contract arrangements which address only operational and system constraints. Rates charged under such contract arrangements shall be the applicable rates approved by the MPSC and currently in effect. Residential customers are exempt from this condition. Where, in Company's judgment, firm service can not be granted, the Company will immediately provide the MPSC Staff and the Office of the Public Counsel with data to substantiate that one or more of the aforementioned parameters exists.

** B. Form of Service Provided

Company will normally supply only one class of service to an individual premise under a single customer application for service. Where more than one class of service is required by customer or the Company's tariffs, each class of service shall be metered and billed separately.

*Indicates Addition.

**Indicates Reissue.

Issued Pursuant to the Order of the Mo. P.S.C. in Case No. GR-2007-0003

DATE OF ISSUE March 21, 2007 DATE EFFECTIVE April 20, 2007

ISSUED BY T. R. Voss President & CEO St. Louis, Missouri
Name of Officer Title Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

* H. Penalty Charges from Interstate Pipelines:

If, on any day other than a Critical Day, Customers' excess usage of Company-supplied gas contributes to cause penalty charges from an interstate pipeline, the Company shall be reimbursed for the penalty charges incurred. The penalty charges shall include any penalty, storage, or other costs incurred by the Company or imposed on the Company by a pipeline as a result of any under or over delivery imbalance, daily, monthly or otherwise, caused by the Customer. To calculate the Customer's portion of any penalty charges, the Company shall first prorate such penalty charges between Company supplied gas Customers and gas transportation Customers as two groups.

The amount of the penalty charges allocated to the gas transportation Customers as a group shall then be allocated to individual transportation Customers. For purposes of this provision, the daily usage of a Customer without a daily recording device will be computed by dividing the Customer's total usage for the billing period by the number of days in the billing period. The Customer may be allocated that proportion of the transportation group's penalty charges equal to the amount the Customer's excess usage contributed to the creation of such charges as a percentage of the contribution of all transportation Customers to the creation of such charges.

The amount of the penalty charges allocated to the Company supplied gas Customers shall be paid by all Customers receiving gas supply from the Company.

The penalty charges shall be billed to the Customer in the billing period following the period the charges were incurred, and shall be in addition to all other applicable charges.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

*I. Request for Conversion Between Company Supplied Gas Service and Gas Transportation Service

Customers that have contracted with the Company to transport Customer owned gas may request to receive Company supplied gas (PGA gas), if eligible, pursuant to Company tariffs. In addition, Customers receiving Company supplied gas (PGA gas) may request to contract with the Company to transport customer owned gas, if eligible, pursuant to Company tariffs. Items governing a request for change of gas supply are as follows:

- a. Requests for a change from transportation service to Company supplied gas service will be granted only if in the Company's sole judgment, sufficient gas supplies, storage availability and/or transportation capacity exists. If one or more of these parameters are insufficient, customer, at Company's discretion, may be granted a change of gas supply subject to contract arrangements which address only operational and system constraints. Rates charged under such contract arrangements shall be pursuant to the Company tariffs currently in effect.
- b. Written notification for conversion between Company supplied gas service and gas transportation service must be received by the Managing Supervisor of End User Transportation, from the customer, prior to July 1 each year to be effective November 1 or a later date that is mutually agreeable between the Customer and Company.
- c. Where a change of gas service is approved, customer shall remain on the requested gas supply service for a minimum of twelve (12) months.
- d. If additional facilities or changes to existing customer facilities are required in order to receive requested service, customer shall reimburse Company for all costs prior to initiation of service

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

V. Installation of Service Pipe (Con'd.)

E. Service Relocations

Company will, upon request, relocate customer's service pipe following the payment by customer of the service pipe charges indicated on Sheet No. 19, Miscellaneous Charges and any additional cost associated with disconnecting and removing the existing service pipe, as applicable.

* F. Excess Facilities Installations

Where customers request and Company agrees to provide facilities the Company does not normally provide during the course of business (excess facilities) customer shall be able to receive such non-standard facilities pursuant to this Section. Customers that request excess facilities shall pay a non-refundable contribution equal to 1.9 times the installation cost. This non-refundable contribution will cover the installation costs, ongoing operation and maintenance costs, replacement costs, and any removal costs associated with the facilities. A revenue test will not be used in the determination of the customers non-refundable contribution, nor will it be used as an offset to any amounts due as a non-refundable contribution.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

d. Whenever a gas meter is registering gas because of a leak in the meter, or in the union connection on the outlet side of the meter, or the connection between Company and customer piping, whichever is applicable, an estimate based upon the period of inaccuracy referred to above will be made of the registration which has been produced by the leakage and a corresponding credit will be allowed to customer. No credits shall be made because of the leakage or waste of gas from customer's piping and appliances beyond the applicable union or piping connection points described above.

e. "Average meter error" shall be determined in accordance with provisions set forth in rules of the Missouri Public Service Commission.

H. Minimum Billing Adjustment

No billing adjustment will be made where the amount of the adjustment is less than \$1.00.

* I. Meter Relocations at Customer Request

Company will, upon request, relocate customer's meter following the payment by customer of the meter relocation charges indicated on Sheet No. 19, Miscellaneous Charges and any additional cost associated with disconnecting and removing the existing service pipe, as applicable.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

X. Deposit Practices (Cont'd.)

2. Deposit refunds - The credit of the residential customer will be established and the deposit and accrued interest, if any, will be refunded, or the guarantor released, upon satisfactory payment before the delinquency date of all undisputed charges for service for a period of twelve successive months, or customer has closed his account. The credit of the non-residential customer will be reviewed after three years and the deposit returned if in the opinion of the Company, the customer has established satisfactory credit. The Company may withhold refund of the deposit or release of the guarantor pending the resolution of a matter in dispute involving disconnection for nonpayment or unauthorized interference by the customer. The Company may apply all deposits subject to refund and accrued interest, if any, against undisputed utility charges provided the amount of the refund is identified and disclosed on the bill.
- *3. Interest paid on deposits - Interest will be credited annually on all residential deposits. Interest will be either credited to the service account of the residential customer on an annual basis or paid upon the return of the deposit. Simple interest will be payable upon the return of a non-residential deposit held by the Company for six months or longer. Interest shall not accrue on any cash deposit after the date the deposit is applied to the customer's account, or Company has made a reasonable effort to return such deposit to the customer. The interest rate shall be 9.5% per annum through December 31, 2007. Effective January 1, 2008 and thereafter, interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the Wall Street Journal for the last business day of November of the preceding calendar year, plus one percentage point.
4. Final billed accounts - Upon discontinuance or termination, other than for a change of service address, the deposit, with accrued interest, will be credited to the final bill and the balance, if any, will be returned within twenty-one (21) days of the rendition of the final bill.

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

XII. Curtailment of Service Schedule

A. Priorities of Service:

1. Purpose. The purpose of this rule is to establish the priority of service required to be provided by Company during periods of curtailments caused by natural gas supply deficiencies and/or pipeline capacity constraints.
2. Curtailment. During periods of natural gas supply deficiencies and/or capacity constraints on any part of the Company's distribution system, the Company will curtail or limit gas service to its customers on this part of the distribution system as provided in this rule. Curtailment may be initiated due to a supply deficiency, a limitation of pipeline capacity or a combination of both. For the purpose of this Rule, interruption of service to a particular customer due to the failure of the customer's transportation volumes to be delivered by the Company does not constitute curtailment under this Rule.
- * 3. Priority Categories. Each customer's requirements shall be classified into priority categories. During periods in which the Company determines, in its sole discretion, that gas supply available to its system is, or will be, insufficient to meet Customer requirements the Company will endeavor to curtail or discontinue gas utility service in the following order of categorical steps, with curtailment to be directed and achieved whenever feasible in each step on a pro rata basis before proceeding to the next step. Curtailment will be terminated in reverse order as gas supplies permit. In extreme emergency, such as the loss of firm service from an interstate or intrastate pipeline or the loss of a critical transmission line segment on the Company's system, the Company may deviate from this plan. An interstate or intrastate pipeline issuing an Operational Flow Order (OFO) would not constitute as an extreme emergency.

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Name of Officer Title Address

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

For a Sales Service Supply Deficiency or a Local Distribution System Capacity Deficiency:

- Category 1: Interruptible Sales Service
- Category 2: General Service Sales with Alternate Fuel Capability.
- Category 3: General Service Sales, Assurance Gas Sales, Natural Gas Transportation and public schools.
- Category 4: Sales service to residential customers, public housing authorities, hospitals, and other human needs customers receiving firm sales service from the Company.

- * 4. Curtailement Notification. The Company shall provide advance notification to the Commission and the public prior to application of such Plan. Notice shall be provided to the customer once the Company receives such notice from the pipeline during pipeline capacity constraints. Notification will include the extent of emergency, the volumes required to be curtailed and the time by which curtailment must occur. Notice shall be given to affected customers in Categories 1, 2 and 3 above by phone, fax, electronic mail, or some other means, at the Company's option. Notice shall be given to all other affected customers via mass media (radio and television). The customer shall be deemed to have received notice for example if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received. Each customer shall provide the Company with one or more contact persons and respective phone numbers for notification purposes.
- **5. Failure to Comply with Curtailement. Any customer failing to comply with curtailment of service under the above terms will be charged "Unauthorized Gas Use Charges" per the provisions detailed in the Natural Gas Transportation Service tariff and Interruptible Service tariff. Transportation customers who are curtailed and who have gas volumes being transported to the

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

Company's distribution system shall use best efforts to maintain deliveries to the Company until after the curtailment has ended. The non-pipeline penalty portion of the Unauthorized Gas Usage charges may be waived by the Company, at the Company's sole discretion, upon written request by the customer if the violation was incurred to protect public health and/or safety. The customer's request must include the circumstances and cause of the excess consumption. This waiver shall become effective 20 days after the Company files a report with the Commission setting forth the circumstances and causes of the excess consumption, unless the Commission should otherwise order.

* **B. Unauthorized Use Charges:**

If during any period of curtailment, any customer (sales or transportation) who takes a volume of gas in excess of the curtailment period volumes authorized to be used by such customer, said excess volumes shall be considered "unauthorized use". The Company shall bill all excess volumes pursuant to the Unauthorized Use Charges, as set forth on the Company's transportation and interruptible service tariff sheets.

The payment for unauthorized use gas by a customer shall not, under any circumstances, be considered as giving the customer the right to continue to take unauthorized use gas, nor shall such payments be considered as a substitute for any other remedies available to the Company for failure of the customer to curtail the customer's service in compliance with the terms of this tariff.

* **C. Relief from Liability:**

The Company shall be relieved of all liabilities, penalties, charges, payments and claims and losses of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by a particular customer to the extent that such failure results from the curtailment/ implementation of the priority of service plan or curtailment procedures herein

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UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

prescribed or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction. If continuity of fuel supply is required by the customer, the customer should install and maintain whatever stand-by fuel and fuel burning equipment that may be needed.

* D. Right to Purchase Gas Owned by Transportation Customers:

In the event that system integrity is threatened, the Company shall have the right to purchase the natural gas supplies owned by, or purchased on behalf of, any of its transportation customers to the extent the Company implements curtailment of natural gas service to customers pursuant to the Curtailment Plan described above and such gas is available for delivery to the Company under the terms of an existing transportation service contract. The Company's right to purchase gas owned by a customer shall be exercised by the Company only after the Company has exhausted reasonable efforts to obtain the necessary gas supplies from other sources and this right will be a part of the Transportation Contract with the Customer. Such right shall terminate once the gas supplies available to the company from other sources are sufficient to serve the needs of the customers in the other categories on whose behalf the purchase of customer-owned gas by the Company was made and the Company lifts the Critical Day Notice. The price to be paid by the Company for gas purchased under this provision shall be equal to the Customer's then current thermally equivalent cost of alternate fuel, or the then current price of gas as reported in the Platt's Gas Daily.

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Applying to MISSOURI SERVICE AREA

*XV. Pilot Programs

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