

P. S. C. MO., ILL. C. C., IA. ST. C. C.

SCHEDULE NO. 5

16th Revised

SHEET NO. 125

CANCELLING

SCHEDULE NO. 5

15th Revised

SHEET NO. 125

APPLYING TO

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*Indicates Change.

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ISSUED BY

T. R. VossPresident & CEOSt. Louis, Missouri

NAME OF OFFICER

TITLE

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APPLYING TO

MISSOURI SERVICE AREAINDUSTRIAL DEMAND RESPONSE PILOTPURPOSE

The purpose of this pilot is to evaluate the viability of demand response opportunities within the industrial community. Program participants shall have demand-side alternatives reducing their reliance on supply-side resources for all or a portion of their load. The pilot program will facilitate short-term reductions in system load to address system reliability and other system operating conditions.

AVAILABILITY

This pilot is available to any industrial customers receiving service under Service Classification No.11 (M) (the "Eligible Tariff"), if the customer has a minimum billing demand of 25,000 kW; a minimum curtailable load of 5,000 kilowatts (kW), a minimum annual load factor of 65%, and if the customer remains on the Eligible Tariff and is willing to enter into a written contract for a period of one (1) year with the Company in accordance with the Terms of Contract and Termination provisions of this pilot. Notwithstanding the foregoing, in no event shall the number of customers participating in this pilot exceed five (5), and the aggregate curtailable loads (regardless of the number of customers participating in this pilot) shall not exceed 100,000 kW. All electric service utilized at a participating customer's premises, with the exception of any separately contracted for street and outdoor area lighting service, must be served under the Terms of Contract and Termination provisions of this pilot.

Customers receiving service under the following Riders are not eligible for service under this pilot:

- a) Rider L - Voluntary Curtailment Rider
- b) Rider M - Option Based Curtailment Rider
- c) Rider EDR - Economic Development Rider
- d) Rider EDRR - Economic Development and Retention Rider
- e) Rider ERR - Economic Re-development Rider
- f) Rider F - Annual Recurring Service

A customer taking service under any non-eligible tariff may not transfer to the Eligible Tariff for purposes of taking service under this pilot unless such customer has been on its current tariff for at least a period of twelve consecutive months preceding the transfer and has otherwise satisfied all of its obligations under its existing tariff or contract, as applicable.

Customers taking service under the standard provisions of Riders EDR, EDRR or ERR may become eligible for service under this pilot by first terminating service under those Riders. However, such customers are subject to the same requirement in the previous paragraph regarding transfers to the Eligible Tariff.

Service under this pilot shall also be contingent on customer executing a contract with Company specifying the initial amount of the customer's firm power requirement and the customer's anticipated curtailable load.

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APPLYING TO

MISSOURI SERVICE AREA

INDUSTRIAL DEMAND RESPONSE PILOT (cont.)CUSTOMER LOAD CURTAILMENT PROVISIONS

The Company intends to use the interruptible power as a resource that is treated on an equal basis with supply-side resources. Interruptible power may be curtailed for one or more of the following reasons determined at the Company's (or its appointed designee's) sole discretion:

- a. When the reliability of the Company's electric system is in jeopardy.
- b. When the reliability of the MISO (Midwest Independent Transmission System Operator, Inc.) market is in jeopardy.
- c. When transmission system constraints are approached.
- d. When general capacity deficiency conditions exist.
- e. When there are financial benefits to the Company.
- f. When other conditions exist which may be improved by a reduction in system load.

Curtailments on a customer's interruptible load are subject to the following constraints:

- a. Company will attempt to provide customer with up to two hours advance notice of any curtailment; however, the minimum notification periods for service under this pilot are as prescribed in the Bill Credits section below. No other obligation exists under this pilot to provide advance notice of any curtailment and the Company assumes no liability for failure to provide the advance notice outlined in this subsection a.
- b. Any single curtailment event shall be for at least one hour.
- c. No single curtailment event shall continue for more than 48 hours consecutively.
- d. The total duration for all curtailment events called during the annual contract period (June 1 - May 31) shall not exceed 200 hours for each participant; provided, that the Company retains the right to curtail customer's load beyond the 200 hour cap whenever the Company determines that curtailments are necessary due to system operating conditions making it undesirable to continue service for reasons of reliability, system security, or other emergency as determined by the Company.
- e. Company may elect to curtail only a portion of the customers enrolled in this pilot for any given curtailment event.

BUY-THROUGH ENERGY OPTION

Company may, at its sole discretion, make available to customers called to curtail interruptible power, a buy-through option for a portion of or the total amount of the customer's curtailable load. When available, buy-through power must be arranged in advance of the curtailment start time and will be priced at 110% of the MISO hourly market clearing price. The "MISO hourly market clearing price" is

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INDUSTRIAL DEMAND RESPONSE PILOT (cont.)

defined as the hourly real time MISO locational marginal price (LMP), including MISO losses and congestion costs and shall represent a full pass-through of all costs incurred by the Company to provide buy-through service to each customer at the load zone recognized by MISO as encompassing the load of the Company.

Failure of a customer to curtail its load to the firm power level established in the contract between the customer and the Company under this pilot, unless covered by pre-arranged buy-through provisions, will result in the firm power level for the current and all succeeding months remaining in the applicable contract period being adjusted to the maximum hourly demand during any period for which curtailment was requested.

BILL CREDITS

Demand Credit:

Customer shall receive demand credits, per the contract between the customer and the Company hereunder, according to the following schedule:

Contracted-For Curtailment Hours	Minimum Notification Period	Monthly Demand Credit (per Curtable kW)
200	10 Minutes	\$3.33
200	1 Hour	\$2.70
150	1 Hour	\$2.35
100	1 Hour	\$2.00

The monthly curtable kW will be calculated each month as the current month's billing demand (as defined in Schedule No. 11(M)) Large Primary Service, less the customer's current firm power level under the contract.

The sum of all curtable demand credits pursuant to this pilot will be tracked in a Regulatory Asset account established pursuant to the Missouri Public Service Commission's April 11, 2007 Order Approving Tier I Partial Stipulation and Agreement Filed on March 15, 2007 and the Stipulation approved thereby in Case No. ER-2007-0002 and shall be recovered in the Company's next rate case.

Energy Credit:

A participating customer shall receive an energy credit of \$.0800/kWh for each kWh of load reduction below the customer's average load level for each hour during the curtailment period(s). The customer's average load level will be calculated for each contract period of June 1 through May 31 as the total kWh usage of the customer during the 12 months immediately preceding the contract period divided by 8760 hours (8784 for leap year). The average load level may be adjusted by Company to reflect any significant seasonal differences

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INDUSTRIAL DEMAND RESPONSE PILOT (cont.)

or material changes to customer's operations since the historical determination period. No energy credit shall be applicable to any amount of energy purchased pursuant to the buy-through energy provisions of this pilot.

TERM OF CONTRACT AND TERMINATION

Customer shall sign a contract for an initial term of one (1) year with the term commencing on the June 1 following the contract execution date. Prior to the start of any subsequent annual term, the customer's continued qualification for the pilot will be reviewed and the customer's average load level for the next contract period determined. If it is anticipated that customer will continue to qualify for service under this pilot for the next contract period, the contract will be automatically renewed for a successive term of one (1) year, subject to termination at the option of the Company or customer by giving thirty (30) days written notice prior to the start of the next contract period. In no event will service under this pilot continue after September 30, 2010, and all contracts with participating customers hereunder shall terminate as of that date, regardless of their terms.

LIMITED APPLICATION

This pilot ends September 30, 2010.

TERMS AND CONDITIONS

Service hereunder is subject to the Company's "Missouri Electric Rules and Regulations" on file with the Missouri Public Service Commission and the "Tax Adjustment" provisions under the otherwise applicable rate schedule. In the event that MISO determines that this pilot does not qualify as an interruptible load program, AmerenUE reserves the right to terminate this program and all contracts thereunder immediately.

PILOT PROGRAM EVALUATION

The Company shall perform a Cost-Effectiveness Screening Analysis and develop an evaluation strategy for the pilot program within its 2008 Integrated Resource Plan (IRP) filing. The strategy shall outline a proposed approach to complete the impact and process evaluation. The evaluation plans shall be consistent with the provisions of 4 CSR 240-22.050(9). Said evaluation shall include, but not be limited to, an evaluation of the costs and benefits of the pilot. The evaluation will document the level of participation in the pilot and any problems that the Company experienced in implementing and operating the pilot.