

720 OLIVE STREET SUITE 2400 ST. LOUIS, MO 63101 TEL: (314) 345-6436 FAX: (314) 588-0638 bjohnson@bspmlaw.com

March 21, 2000

## VIA FEDERAL EXPRESS

Mr. Dale Hardy Roberts Secretary/Chief Regulatory Law Judge Missouri Public Service Commission 501 West High Street, Suite 530 Jefferson City, MO 65102 FILED<sup>2</sup>
MAR 2 2 2000

Service Commission

Re: MOPSC Case No. EO-2000-580

Dear Mr. Roberts:

On Friday March 17, 2000 I mailed to your attention for filing with the Commission an original and fourteen (14) copies of an Application to Initiate a Docket for Consideration of an Alternative Rate Option for Interruptible Customers of Union Electric Company and for Approval of an Interim Alternative Interruptible Rate, which I understand was received by your office on Monday March 20, 2000. Through oversight an exhibit to the Application was not attached to the copies filed with the Commission. An original and fourteen (14) copies of the exhibit are enclosed and I would appreciate your office causing same to be attached to the Application previously filed.

I apologize for any inconvenience resulting from this oversight and will appreciate your assistance in completing the filing.

Yours very truly,

Robert C. Johnson

Enclosure cc: All Parties

## BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Investigation into the	)	
Class Cost of Service and Rate Design for	)	Case No. EO-2000-580
Union Electric Company	)	FILED <sup>2</sup>
Attached i EXHIBIT	ched is	MAR 2 2 2000
	BIT TO	Service Commission

APPLICATION TO INITIATE A DOCKET FOR CONSIDERATION OF AN ALTERNATIVE RATE OPTION FOR INTERRUPTIBLE CUSTOMERS OF UNTION ELECTRIC COMPANY AND FOR APPROVAL OF AN INTERIM ALTERNATIVE INTERRUPTIBLE RATE

12/14/99

## PROPOSED INTERRUPTIBLE RATE CONCEPTS <u>AmerenUE – (Missouri)</u>

- 1. AmerenUE (UE) can interrupt for reliability purposes, consistent with the current tariff. UE may not interrupt simply because it anticipates the approach of a system peak.
- 2. The demand/energy structure of the rate, and the price relationship to the firm tariff, is maintained.
- 3. In addition to the reliability-based interruptions in paragraph 1, UE may, during not more than 60 hours per calendar year, declare a "high cost period." Such a period may be declared only if UE's anticipated incremental cost of generating or purchasing power exceeds \$500 per megawatthour (MWh). The customer has the right to curtail or to continue to purchase power during such periods.
- 4. UE will provide the customer with notice of the "high cost" period by not later than 8:00 AM on the preceding day. At such time, UE will provide the customer with its good faith best estimate of the incremental cost which will form the basis for the payment or credit.
  - a. The incremental cost amount quoted will be fixed, and not subject to later change.
  - b. The customer will have six hours to notify UE whether it intends to curtail or continue to purchase power. If the customer elects to purchase power, it will be charged a price equal to the quoted incremental cost, plus a mark-up of 1¢ per kilowatthour (kWh), for all kWh actually taken in excess of its assurance power demand.
  - c. If the customer elects to curtail, it shall advise UE of the level of demand to which it shall curtail, which may be equal to, greater than, or less than its assurance power demand level. The customer will receive a payment from UE equal to 90% of the quoted incremental cost times the number of kWh estimated to have been curtailed.
  - d. If the customer makes an election to curtail, but fails to curtail to the level indicated, it shall be subject to a penalty. The penalty will equal \$10 per kW times the difference between the committed curtailment and the actual average demand experienced during the curtailment period.
- 5. On-peak hours will be 10 AM 8 PM, Monday through Friday.
- 6. Customer may change the level of its contracted Assurance Power Demand level with 90 day's notice. After a change has been made, no additional change may become effective sooner than 12 months following the date of change.
- 7. UE will maintain records supporting its good faith best estimate and the actual incremental cost. These records will be subject to review by the MPSC Staff and by the interruptible customers.