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FILED

SEP 8 1999

September 7, 1999

VIA FEDERAL EXPRESS MAIL

Missouri Public
Service Commission

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Re: Application of Union Electric Company d/b/a AmerenUE for a Variance
Case No. E0-2000-221


Dear Mr. Roberts:

Enclosed for filing are an original and fourteen (14) copies of an Application for Variance of Union Electric Company d/b/a AmerenUE.

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

Please call if you have any questions.

Sincerely,



Joseph H. Raybuck
Attorney

Enclosures

cc: Office of Public Counsel
Mr. James Watkins, Missouri Public Service Commission (3 copies)

SEP 8 1999

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Missouri Public
Service Commission

Application of Union Electric Company)
For a Variance for MasterCard International)

Case No. EO-2000-221

APPLICATION FOR VARIANCE OF
UNION ELECTRIC COMPANY

Comes Now Union Electric Company, doing business as AmerenUE ("Company"), pursuant to 4 CSR 240-2.060(11), and hereby respectfully submits its verified Application for a Variance from the requirements of one of its tariff provisions. In particular, the Company seeks a variance as to the requirement set forth in Section III. Q., titled "Special Facilities", of its P.S.C. Mo. Schedule No. 5 - Schedule of Rates for Electric Service, Tariff Sheet Nos. 161-163 (hereafter referred to as "Section III.Q."). In support of its Application, Company states as follows:

1. Company is a Missouri corporation, in good standing in all respects, with its principal office and place of business located at 1901 Chouteau Avenue, St. Louis, Missouri 63103. The Company is also engaged in providing electric, gas and steam heating utility services in portions of Missouri as a public utility under the jurisdiction of the Missouri Public Service Commission ("Commission"). The Company is also engaged in providing electric and gas service in portions of Illinois. There is already on file with the Commission a certified copy of the Company's Restated Articles of Incorporation (see Commission Case No. EO-96-431), a copy of the Certificate of Corporate Good Standing (see Commission Case No. EA-87-105), and a copy of Company's Fictitious Name Registration as filed with the Missouri Secretary of State's

Office (see Commission Case No. GO-98-486), and said documents are incorporated herein by reference and made a part hereof for all purposes.

2. Pleadings, notices, orders, and other correspondence concerning this Application should be addressed to:

Joseph H. Raybuck
Attorney
Ameren Services Company
P.O. Box 66149 (MC 1310)
St. Louis, MO 63166-6149

3. The Company requests a variance from the advance payment requirements contained in Section III. Q. for a proposed MasterCard International ("MasterCard") facility to be located in Wentzville, Missouri.

4. This facility will consist of a data center and office buildings, a substantial portion of which requires an uninterrupted supply of power.

5. In order to ensure an uninterrupted supply of power to its facility, MasterCard has requested the Company to install a second (reserve) distribution connection to this facility. In exchange, MasterCard has agreed to provide a one-year revenue guarantee agreement in the amount of \$1,750,000. A copy of the guarantee agreement signed by MasterCard is attached as Appendix 1.

6. The Company would not ordinarily install such a second (reserve) distribution connection, except for the customer's request for these additional facilities.

7. Section III. Q. of the Company's tariffs provides that when a customer requests that the Company install distribution facilities which the Company would not normally install on its own, the customer must pay to Company a one-time contribution equal to the total additional costs incurred by the Company for supplying such facilities, and also a one-time contribution

equal to ninety percent of such total additional costs for the present value of the Company's projected operations, maintenance and subsequent replacement cost of such facilities.

8. The amount of the revenue guarantee from MasterCard covers the Company's total expenditures for both the preferred and the additional reserve distribution facilities supplying MasterCard. Because of this, and because of MasterCard's need for an uninterrupted supply of power, the Company believes that the advance payment requirements as set forth in Section III. Q. of its tariffs should be waived.

9. In addition, the revenue guarantee adequately meets the requirements of Section III.K.4.a. of the Company's General Rules and Regulations applicable to Non-Residential Extensions (Tariff Sheet No. 157) of its distribution system.

10. Since the purpose of MasterCard's request is simply to ensure the reliability of electric supply to MasterCard, no other public utility would be affected by the granting of this variance request.

11. Good cause exists for the Company's request because the variance will benefit MasterCard by eliminating the need for it to make a significant expenditure in advance of the installation of the reserved distribution facility. Further, based on the guarantee agreement, neither the Company nor any other customer or entity will be harmed by the granting of a variance. Consequently, the Company's Application is in the public interest, and should be granted.

WHEREFORE, for the foregoing reasons, Union Electric Company respectfully requests that the Commission approve its request for a variance from the advance payment requirements in Section III. Q., "Special Facilities", of its P.S.C. Mo. Schedule No. 5 – Schedule of Rates for Electric Service, in order to allow MasterCard International to forego an advance

payment to the Company for the second (reserve) connection to its facility and, instead, to substitute in its place the above-described one-year revenue guarantee agreement.

Respectfully submitted,

UNION ELECTRIC COMPANY
d/b/a AmerenUE

By Joseph H. Raybuck
Its Attorney

Joseph H. Raybuck, MBE #31241
Ameren Services Company
1901 Chouteau Avenue
P.O. Box 66149 (M/C 1310)
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(314) 554-4014 (fax)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the Office of Public Counsel via first class U.S. mail, postage prepaid on this 7th day of September, 1999.

Joseph H. Raybuck
Joseph H. Raybuck

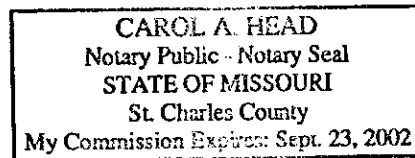
VERIFICATION

I, Joseph H. Raybuck, being first duly sworn, state upon my oath that I am an attorney for Union Electric Company, that I have read the foregoing Application for Variance of Union Electric Company and know the contents thereof, that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those I believe the same to be true. I further state upon oath that I am authorized to submit this Verified Application on behalf of Union Electric Company.

Joseph H. Raybuck

Subscribed and sworn to before me this 7th day of September, 1999.

Carol A. Head
Notary Public



UNION ELECTRIC SYSTEM EXTENSION GUARANTEE AGREEMENT

Union Electric Company (hereinafter called Company) agrees to make available to MasterCard International (hereinafter called Customer) a dual line supply as requested by Customer by extending its electrical distribution system to the MasterCard Operations Center located in the Wingham Development.

Line Extension Cost\$ 1,750,000 (Amount A)
One twelfth of Amount A is\$ 145,833 (Amount B)

Customer agrees to pay to Company each month during the term of this one year guarantee agreement, whether or not service is used, the following amounts:

When the total monthly bill for electric service used at said premises equals or exceeds Amount B above Customer shall pay the amount of said bill.

When the total monthly bill for electric service used at said premises is less than Amount B above, Customer shall pay Amount B above.

Note: All amounts referred to are exclusive of revenue taxes. Company will add taxes to all amounts where applicable.

The line extension shall be considered as completed when said extension is adjacent to the premises to be served and company is prepared to connect electric service thereto.

Guarantee payments shall commence with the Customer's fourth billing for permanent service and shall terminate one year from such billing. In the event the total of the monthly amounts paid by Customer under this Agreement (excluding taxes) equals or exceeds Amount A above within one year guarantee period, the Customer has satisfied this Agreement and the Agreement will terminate. The Company will apply any excess accumulated deficiency payments toward the subsequent purchase of electric service, exclusive of revenue taxes, by Customer during the remainder of the one year guarantee period. This agreement shall be null and void if the Missouri Public Service Commission does not approve a waiver for a revenue guarantee to cover the cost of the dual supply facilities.

At the end of the one year guarantee period, deficiency payments not already applied to the purchase of electric service or utilized in satisfying Amount A above, shall be refunded to customer. No interest shall be applied to any deficiency payments so applied or refunded.

Company shall not be obligated to extend its distribution system to supply service to said premises until Company has secured all necessary easements, licenses and permits and right-of-way has been cleared of all trees and other obstructions.

This agreement shall be binding upon the parties hereto and their successors and assigns.

ACCEPTED
UNION ELECTRIC COMPANY

BY William J. Carr
TITLE Cust. Service V. P.

MasterCard International
CUSTOMER OR GUARANTOR

[Signature]

ADDRESS

WITNESS

[Signature]