

CASE NO. EO-2004-0108 KEY ELEMENTS OF AMERENUE/AMERENCIPS AGREEMENT REGARDING 13.8kV SWITCHGEAR AT VENICE PLANT

- The 13.8kV switchgear equipment, which provides service for what will become an AmerenCIPS distribution line, service for two Illinois Power distribution lines, and station service to the AmerenUE Venice plant, will be owned by AmerenCIPS. The land on which the switchgear equipment building will be owned by AmerenUE.
- So that AmerenUE will have the same service from that part of the 13.8kV switchgear providing station service to the Venice plant after the transfer as AmerenUE had before the transfer, AmerenUE will enter into an agreement with AmerenCIPS (and, as noted below, Ameren Services) providing that those persons in charge of operation of the AmerenUE Venice plant shall have jurisdictional control of the 13.8kV breakers which directly feed the station's starting and auxiliary power on a continuous basis except during maintenance or emergencies affecting the switchgear. AmerenUE's jurisdictional control of these breakers ensures that the breakers cannot be operated (including operation by AmerenCIPS who has functional control) without the prior approval of AmerenUE personnel with responsibility for operation of the Venice plant. This condition would apply if the 13.8kV switchgear is used for any future generation additions at the Venice site with the continuous availability of the breakers except for conditions related to maintenance.
- The agreement will provide that the Energy Supply Operations division of Ameren Services Company, acting as agent on behalf of both AmerenUE and AmerenCIPS, will exercise operating authority for all of the switchgear equipment located at the Venice plant. However, the agreement will provide that the operating authority will be exercised, with respect to the breakers serving the Venice plant, only on the direction of AmerenUE as noted above.
- The agreement will provide that AmerenCIPS is required, in accordance with all applicable requirements of NERC, and as required by good utility practice, to provide maintenance and outage service with respect to the switchgear equipment. AmerenUE will not be charged an amount greater than the amount it would have been charged absent the transfer for this maintenance work.
- The agreement will continue in effect for so long as the Venice plant is a network resource for AmerenUE's Missouri bundled retail load. The agreement described herein will continue in effect for so long as the Venice plant is a capacity resource to meet AmerenUE's Missouri bundled retail load and reserve requirements.
- AmerenUE will provide Staff with an executed copy of the agreement reflecting these terms within 30 days after closing of the Metro East transfer.
- If the agreement does not contain the provisions outlined above, the Staff will file within 30 days of the receipt of the agreement, a pleading notifying the Commission of same and requesting that a date be scheduled for hearing of the issue.

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Missouri Public Service Commission