

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

4th Revised

SHEET NO. 122.1

CANCELLING SCHEDULE NO. 5

3rd Revised

SHEET NO. 122.1

APPLYING TO

MISSOURI SERVICE AREA

ECONOMIC DEVELOPMENT RIDER
RIDER EDR

****PURPOSE**

The purpose of this Economic Development Rider is to encourage certain industrial and commercial development in Missouri.

AVAILABILITY

Electric service under this rider is only available to customers otherwise qualified for service under the Company's Service Classifications 3(M) Large General Service Rate, 4(M) Small Primary Service Rate, and 11(M) Large Primary Service Rate.

Electric service under this rider is only available in conjunction with local, regional, or state governmental economic development activities where incentives have been offered and accepted by customer who is requesting service to locate new or expanding facilities in the Company's service area.

***The availability of this rider shall be limited to industrial and commercial facilities not involved in selling or providing goods and/or services directly to the general public.

Electric service under this rider is not available in conjunction with service provided pursuant to any other special contract agreements.

***The discounts provided under the provisions of this rider are granted by the Company in consideration of the five year term of the EDR contract and the commitment of the Customer to take and use electric service from Company for the load associated with the rider for at least the full five year period. If at any time during the term of the contract, the customer is allowed by changes in federal or state law or commission regulation to take part or all of its electric service from a provider other than Company, notwithstanding the existence of the EDR contract, and Customer chooses to take part or all of its electric service associated with this rider from a source other than Company, Customer shall, within 30 days of the commencement of the receipt of service from such other source, remit to Company the accumulated difference between the amounts paid during the terms of the contract as a result of the EDR, and the rate said

**Indicates Change

***Indicates Addition

P.S.C. Mo. DATE OF ISSUE March 26, 1999

DATE EFFECTIVE April 27, 1999

ILL. C.C. DATE OF ISSUE _____

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ISSUED C. W. Mueller
NAME OF OFFICER

President & CEO
TITLE

St. Louis, Missouri
ADDRESS

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RIDER EDR (Continued)

***customer would otherwise be on from the initiation of the discount to such time as Customer shall curtail its service from Company.

APPLICABILITY

*This rider is applicable to a new customer, or the additional separately-metered facilities of an existing customer, which will be served under one or more of the above service classifications and which meet the following criteria:

- *1) The annual load factor of the new customer or additional facilities is reasonably projected to equal or exceed fifty-five percent (55%) during the entire term of application of this rider. The projected annual customer load factor shall be determined using the following relationship:

$$\frac{\text{(Projected Annual Energy (kWh)/Hours in Year)}}{\text{Maximum Summer Monthly Billing Demand}}$$

- 2) The average monthly billing demand of the new customer or additional facilities is reasonably projected to be at least 200 kW during each contract year under this rider.

Requests for service under this rider must be submitted prior to having committed to moving into or expanding within the Company's service territory and shall be accompanied by sufficiently detailed information to enable the Company to determine whether the new customer or additional facilities meet the above criteria.

**Service under this rider shall be evidenced by a contract between the customer and the Company, based on the Form of Contract included with this EDR Rider tariff, which shall be filed within ten days of execution with the Commission for informational purposes. Any significant modifications to the Form of Contract shall be brought to the attention of the Commission in the cover letter submitting the contract.

Customer must notify Company in writing of the date at which customer would like the provisions of this rider to commence. Such commencement date must be within twelve (12) months of the execution of the contract.

*Indicates Reissue ** Indicates Change ***Indicates Addition

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INCENTIVE PROVISIONS

****1. Revenue Determination.** The pre-tax revenues under this rider shall be determined by reducing otherwise applicable charges, associated with the Primary Service or Large General Service rate schedules by 15% per year during the term of the contract. The applicability of discounts under the provisions of this rider shall be determined as follows:

a) At the completion of twelve monthly billing periods, i.e., a contract year, after the commencement date of the application of this rider a review of customer's annual load factor and average monthly billing demand will be made. If the customer has met the load factor and average monthly billing demand criteria outlined in 1) and 2) above, then a bill credit will be given to reflect the applicable discount for the first contract year. If such criteria are not met, then the discount will not be given and the first contract year will have expired.

**b) A similar review of customer's qualification for this rider will be conducted at the end of each customer's successive contract year. For any successive year where customer meets the qualifications, appropriate bill credit will be given for the applicable contract year and where qualifications are not met, contract year will have expired. If the customer fails to meet the qualifications for two consecutive contract years, then the contract for service under this rider will be terminated.

****The discounts for contracts signed prior to December 31, 1998 will continue to be as follows:**

	Discount
First Contract Year	30%
Second Contract Year	25%
Third Contract Year	20%
Fourth Contract Year	15%
Fifth Contract Year	10%

Discounts under the provisions of this rider for customers having signed contracts on or before December 31, 1993 shall

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RIDER EDR (Continued)

continue on an applicable monthly basis if annual load factor and monthly billing kW criteria are met.

The reductions under this rider shall apply to charges associated with bills based upon service rendered to customers with signed contracts as follows:

<u>Date of Signed Contract</u>	<u>Applicable Billing Periods</u>
Jan. 1, 1992 through June 8, 1994	Oct. through May
June 9, 1994 and thereafter	All

Bills for separately metered service to existing customers pursuant to the provisions of this rider, will be calculated independently of any other service rendered the customer at the same or other locations.

2. Local Service Facilities: The Company will not require a contribution in aid of construction for standard facilities installed to serve the customer if the expected revenues from the new load are determined to be sufficient to justify the required investment in the facilities.

TERM

- * This rider will not be available to new loads added subsequent to March 31, 2003. Any customers receiving service under this rider on that date, may continue to receive the benefits of the incentive provisions contained herein. Notwithstanding the above, this rider shall immediately become void, and the Company shall have no further obligations or liabilities thereunder, if any term or terms of this rider are determined to be discriminatory or otherwise unlawful by a court of competent jurisdiction.

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P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 3rd Revised SHEET NO. 122.4

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APPLYING TO MISSOURI SERVICE AREA

ECONOMIC DEVELOPMENT RIDER
RIDER EDR (Continued)

FORM OF CONTRACT

This Agreement is entered into as of this _____ day of _____, 19____, by and between Union Electric Company (Company) and _____ (Customer).

WITNESSETH:

Whereas, Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Economic Development Rider (Rider), and;

Whereas, Customer is a new customer, or has acquired additional separately metered facilities within the Company's service territory, and;

Whereas, Customer has furnished sufficient information to the Company to demonstrate that its new facilities or additional separately metered facilities (Facilities) satisfied the Availability and Applicability provisions of the Rider, and;

Whereas, Customer wishes to take electric service from the Company, and the Company agrees to furnish electric service to the Customer under this Rider and pursuant to all other applicable tariffs of the Company;

The Company and Customer agree as follows:

- 1. Service to the Customer's Facilities shall be pursuant to the Rider, all other applicable tariffs, and the Company's General Rules and Regulations Applying to Electric Service, as may be in effect from time to time and filed with the Commission.
- 2. Customer acknowledges that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law.
- *3. Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Company, and shall be subject to inspection and disclosure under

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ISSUED C. W. Mueller President & CEO St. Louis, Missouri
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Chapters 386 and 393, RSMo 1986, as amended from time to time. Should the Customer designate any of such information as proprietary or confidential, Company shall notify Customer of any request for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.

***4. The discounts provided under the provisions of this rider are granted by the Company in consideration of the five year term of the EDR contract and the commitment of the Customer to take and use electric service from Company for the load associated with the rider for at least the full five year period. If at any time during the term of the contract, the customer is allowed by changes in federal or state law or commission regulation to take part or all of its electric service from a provider other than Company, notwithstanding the existence of the EDR contract, and Customer chooses to take part or all of its electric service associated with this rider from a source other than Company, Customer shall, within 30 days of the commencement of the receipt of service from such other source, remit to Company the accumulated difference between the amounts paid during the terms of the contract as a result of the EDR, and the rate said customer would otherwise be on from the initiation of the discount to such time as Customer shall curtail its service from Company.

*5. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws provisions), and by the orders, rules and regulations of the Commission as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights jurisdiction, power or authority vested in it by law.

In witness whereof, the parties have signed this Agreement as of the date first above written.

Union Electric Company

Customer

By _____

By _____

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